

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

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

**TUESDAY
January 14, 2025
7:00 P.M.**

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

Zoom Participant Information
<https://us02web.zoom.us/j/87335256142>

Meeting ID: 873 3525 6142

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. NOTE: No comments will be heard during this agenda item concerning a pending application for a zoning code amendment, as the appropriate time for such comments will be at the duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

3. Committee Reports

- a. Plan Commission

4. Public Hearing

- a. Peking Chef Conditional Use Permit Application
The Village Board will hear comments and input regarding Peking Chef Conditional Use Permit Application
- b. North Shore Cycles Conditional Use Permit Application

The Village Board will hear comments and input regarding North Shore Cycles Conditional Use Permit Application.

c. Port Washington Road Overlay Zoning District (PWO) Municipal Code Amendment

The Village Board will hear input and hear comments regarding the creation of the Port Washington Road Overlay Zoning District.

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

- a. Approve the minutes of the December 10, 2024 Village Board meeting. Pages 5 - 8
- b. Approval of a conditional use permit for an ownership change at Peking Chef, 8673 N Port Washington Road. Pages 9 - 16
- c. Approval of a conditional use permit for change of location for North Shore Cycles, 7922 N Port Washington Road. Pages 17 - 27
- d. Accept the proposal of Kapur & Associates in an amount not to exceed \$32,720 for the televising of approximately 20,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated January 8, 2025. Pages 28 - 34
- e. Accept the proposal of Kapur & Associates in an amount not to exceed \$21,455 to design the rehabilitation of sanitary sewers in Basin Nos. 5 and 6 and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated January 8, 2025. Pages 35 - 39
- f. Accept the agreement with COM2 Computers and Technologies, LLC, for electronics collection and recycling services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated January 7, 2025. Pages 40 - 48
- g. Accept the proposal of Kapur & Associates in an amount not to exceed \$17,400 to provide professional engineering services for the removal of the Fox Point Municipal Pool and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated January 7, 2025. Pages 49 - 55
- h. Accept the quotes from multiple vendors in an amount not to exceed \$23,379.55 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 2, 2025. Pages 56 - 58
- i. Adopt Resolution to designate International Migratory Bird Day to be on May 3, 2025 in the Village of Fox Point. Page 59
- j. Approve payment of the bills in the amount of \$615,766.78 for the period December 1, 2024 through December 31, 2024 per the report submitted by the Village Manager. Pages 60 - 73

6. New Business

a. Consideration of PWO

The Village Board will consider and may act on the Creation of a Port Washington Road Overlay Zoning District. Pages 74 - 84

7. Future Agenda Items

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

8. Closed Session, if necessary

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

- a. Upon motion made, seconded and adopted by roll call vote, the Village Board will convene into closed session pursuant to Wisconsin Statute Section 19.85(1)(g), to confer with legal counsel for the government who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which the body is involved; more specifically regarding the Milwaukee County Circuit Court case entitled Conway v. Fox Point.
- b. 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.

9. Reconvene into Open Session

The Village Board will reconvene into open session and may take action as it deems appropriate regarding the matters discussed in closed session.

10. Announcements

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

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

11. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

February 11, 2025 7:00 P.M.

PLEASE NOTE:

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. Also, upon reasonable notice, best efforts will be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend. For additional information or to request these services, contact the Village Clerk at (414) 351-8900. "Persons requiring an interpreter or other assistance should contact the Village Clerk's office 72 hours prior to the meeting. Notice is hereby given that a majority any other board, commission or committee may be present at the meeting to gather information about a subject in which they are interested. This constitutes a meeting of any other board, commission or committee pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 2d 408 (1993), and must be noticed as such, although said boards, commissions or committees will not take any formal action at this meeting."

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 10, 2024**

VB Agenda Pckt 01/14/2025
Page 5 of 84

A meeting and public hearing of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, December 10, 2024 in Schwemer Hall, 7200 N. Santa Monica Boulevard. Village 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 Greg Ollman
Trustee Liz Aelion
Trustee Jennie Stoltz
Trustee Freedman
Trustee Miller

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Public Works Director Scott Brandmeier via Zoom, Village Clerk Treasurer Sara Bruckman, and Assistant Village Manager Kevin Ausman

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

PERSONS DESIRING TO BE HEARD

Hearing no comments, President Symchych closed public comment.

COMMITTEE REPORTS – Plan Commission

Plan Commission – Trustee Fonstad explained the Plan Commission met last week and had two items on the agenda. The first item was a change of ownership for Peking Chef and the Plan Commission recommended approval of the Conditional Use change of ownership. The consideration of draft Port Washington overlay was discussed and determined to put this item over to the next meeting.

Centennial Committee – Mr. Brandmeier explained the group met 3 times and have tentative dates for celebration activities in February, June, September 2026. They are forming budget and workgroups to support the events and activities.

Consideration of a Draft Port Washington Overlay Zoning District (PWO) Municipal Code Amendment

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to defer the consideration of a Draft Port Washington Overlay Zoning District (PWO) Municipal Code Amendment to the January Village Board meeting.

CONSENT AGENDA

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 10, 2024**

VB Agenda Pckt 01/14/2025
Page 6 of 84

- 51
52
53
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- a. Approve the minutes of the November 12, 2024 Village Board meeting and November 25, 2024 Special Village Board meeting (Budget Hearing and Approval).
 - b. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$55,000 for the 2025 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 4, 2024.
 - c. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 for the administration of the 2025 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 4, 2024.
 - d. Accept the proposal of Ruekert Mielke in an amount not to exceed \$25,240 for the performance of continuing work within the GIS database for activities performed throughout the year and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 4, 2024.
 - e. Accept the proposal of Marek Landscaping in the amount of \$20,407.13 for control of invasive species, native planting and monitoring for Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the proposal pursuant to the Director of Public Works' memorandum dated December 4, 2024.
 - f. Accept the proposal of Marek Landscaping in the amount of \$4,992.28 for control of invasive species, native planting and monitoring for Indian Creek Woods Stewardship and authorize the Village Manager to sign the proposal pursuant to the Director of Public Works' memorandum dated December 4, 2024.
 - g. Accept the Amendment No. 6 of MSA Professional services in the amount of \$10,000.00 for additional services related to the Beach Drive construction management project and authorize the Village President and Village Clerk/Treasurer to sign the amendment pursuant to the Director of Public Works' memorandum dated December 4, 2024.
 - h. Approve payment of the bills in the amount of \$1,650,468.08 for the period November 1, 2024 through November 30, 2024 per the report submitted by the Village Manager.

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Motion by President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to approve the consent agenda.

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NEW BUSINESS

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Consideration of a resolution establishing an employee health care reimbursement plan held in trust, with North Shore Bank serving as trustee.

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Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (6-1 with Trustee Ollman voting nay), to approve a resolution establishing an employee health care reimbursement plan trust, with North Shore Bank serving as trustee.

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FUTURE AGENDA ITEMS – None

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 10, 2024**

VB Agenda Pckt 01/14/2025
Page 7 of 84

CLOSED SESSION

Motion made by President Symchych, seconded by Trustee Miller, to convene into closed session at 7:28 p.m., Pursuant to State Statutes Sections:

- a. *Pursuant to State Statutes Section 19.85(1)(g), to confer with legal counsel for the government who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which the body is involved; more specifically regarding the Milwaukee County Circuit Court case entitled Conway v. Fox Point.*

Trustee Fonstad	Aye
Trustee Ollman	Aye
Trustee Aelion	Aye
Trustee Stoltz	Aye
Trustee Freedman	Aye
Trustee Miller	Aye
President Symchych	Aye

Carried by roll call vote (7-0).

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 7:39 p.m.

ANNOUNCEMENTS

President Symchych announced ICC yesterday, WE Energies presented transition away from coal, states biggest investor in solar. Fire Department meeting today.

Trustee Ollman announced thank you to Staff, Village Board, citizens; he appreciated the cards and emails.

Trustee Stoltz announced North Shore Dementia Committee held (on Friday 12/6) an informational training session with North Shore first responders.

Clerk Treasurer Bruckman announced the dates for filing of candidacy paperwork with the Clerk's Office.

ADJOURNMENT

Motion made by President Symchych, second by Trustee Freedman, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 7:43 p.m.

Respectfully submitted,

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 10, 2024**

VB Agenda Pckt 01/14/2025
Page 8 of 84

152
153
154
155
156
157
158
159

Sara Bruckman
Clerk Treasurer

DRAFT



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: Plan Commission

From: Scott A. Botcher, Village Manager

cc: Kevin Ausman, Asst Village Manager

Date: November 25, 2024

Re: Peking Chef CUP matter

Good evening,

The Peking Chef matter on your agenda is solely on due to change in ownership. Staff has no issues with the applicant, and supports approval.

Please call with any questions. Thank you.



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

www.villageoffoxpoint.com

APPLICATION FOR CONDITIONAL USE PERMIT DIRECTIONS

GENERAL INFORMATION:

All new businesses locating in an area zoned D-Business must apply for a Conditional Use Permit under Section 745-18D of the Village Code. Certain exceptions apply, see Section 745-18C of the Village Code ([located on the Village website](#)).

Changes in ownership, changes in use, changes in operations, changes in permitted conditions, alterations, and relocations within the Village to businesses with existing Conditional Use Permits may necessitate obtaining an amended Conditional Use Permit.

TO APPLY FOR A PERMIT:

1. Complete all the information on the attached application. Please type or print. Attach additional pages if necessary. **Applications with incomplete information will not be accepted.**
2. All materials must be submitted on 8.5" x 11" paper. If larger scale plans are necessary for clarity, please bring to the Plan Commission meeting. (**Note:** All documents submitted will be in copied in black and white.)
3. A \$300 non-refundable fee must accompany this application.
4. A letter of approval from the owner of the property must accompany this application, unless the applicant is the owner. The letter should be:
 - on the owner's letterhead including the owner's original signature,
 - addressed to the Village, and
 - reference the proposed address and name of the business.

The Village will not entertain any requests without the written consent of the owners.

5. A signed Charge Back Form as described in Chapter 67, Article III of the Village Code must accompany this application.
6. The application and one set of the site plans and all related materials must be submitted by **4:00 pm on the second Wednesday** prior to the Plan Commission meeting.
7. Completed applications will be submitted by staff to the Plan Commission for consideration. The Plan Commission meets on the first Monday of each month at 5:45 p.m. PLEASE NOTE: Applicants are required to attend the Plan Commission meeting to discuss their Application.
8. The Village Board will consider the Plan Commission's recommendation at the Board meeting on the second Tuesday of the month at 7:00 p.m. Applicants should also plan to attend the Village Board meeting.
9. The owner is responsible for obtaining other necessary permits and/or approvals, including but not limited to, the North Shore Fire Department's Plan Review and Submittal Requirements.

Updated 01/24/2024

NOTE: The following information must be submitted for Village approval when proposing a new building or building addition:

1. Description of the project
2. Landscape plan
3. Plat of survey
4. Parking plan (including parking computations) per Chapter 14 of the Fox Point Village Code
5. Drainage plan (including drainage computations)
6. Lighting plan (including photometrics)
7. Traffic plan
8. Proposed location and connection to the sanitary sewer and water mains
9. All elevations
10. Floor plans
11. Any additional information as determined by Village staff



VILLAGE OF FOX POINT APPLICATION FOR CONDITIONAL USE PERMIT

Section 1

Trade Name of Business <i>Peking Chef</i>	Phone # <i>414 228 8222</i>	Name of former tenant (if known)
Fox Point Business Address <i>8673 N Port Washington Rd Foxpoint, WI 53217</i>		
Email <i>lanjiao55120@gmail.com</i>	Contact Person <i>Yumeng (Daniel) Sun</i>	

If the business is a limited liability corporation (LLC) or corporation, complete the following section. If not, skip to next section.

Section 2

Legal name of corporation or LLC <i>Obadiah INC</i>	Corporate email <i>lanjiao55120@gmail.com</i>
Corporate headquarters address <i>8673 N Port Washington Rd Foxpoint, WI 53217</i>	Corporate phone # <i>414 228 8222</i>
Name and addresses of all corporate officers <i>Yumeng (Daniel) Sun</i>	
Name of corporate agent <i>Yumeng (Daniel) Sun</i>	Address of corporate agent <i>8673 N Port Washington Rd Foxpoint, WI 53217</i>

If applicant(s) is a sole proprietorship (individual) or partnership, please complete the following section.

Section 3

List the name, home address, business address, and phone numbers of all applicants and owners.			
Name	Home address	Business address	Phone #
<i>Yumeng (Daniel) Sun</i>	<i>1144 Pilgrimage, ...</i>	<i>8673 N Port Washington Rd Foxpoint, WI 53217</i>	<i>cell-2625010727</i>
	<i>Elm Grove WI 53122</i>	<i>Rd. Foxpoint WI 53217</i>	

All applicants must complete the following section.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

NOTICE

PLEASE BE ADVISED: Chapter 67, Article III of the Village of Fox Point Village Code is attached hereto and incorporated herein. Pursuant to this Ordinance, the Village of Fox Point Village Board has determined that whenever the services of the Village Attorney, Village Engineer, Village Forester or any other of the Village's professional staff (internal or independently contracted) results in a charge to the Village for that professional's time and services and such service is not a service supplied to the Village as a whole, the Village Treasurer shall charge the property owner for the fees incurred by the Village. Also be advised that pursuant to the Village of Fox Point Municipal Code certain other fees, costs and charges are the responsibility of the property owner making application to the Village.

I, the undersigned, have been advised that, pursuant to the Village Fox Point Village Code, if the Village Attorney, Village Engineer, Village Forester or any other Village professional (internal or independently contracted) provides services to the Village as a result of my activities, whether at my request or at the request of the Village, I shall be responsible for the fees incurred by the Village. Also I have been advised that pursuant to the Village of Fox Point Village code certain other fees, costs and charges are my responsibility.

Dated this 31 day of October, 2024.

Shelly Sanders, Agent for owner
Signature of Property Owner

North Shore Centers Partner
Name of Property Owner - PRINTED

Mailing Address of Property Owner:

555 W Brown Deer Rd #220
Milwaukee WI 53217

Tax Key No. of Property:

1253-8989-001

Address of Property:

8673 N Port Washington Rd

Fox Point, WI 53217

For Village Use Only:

- ☐ Original kept on file with Village Clerk.
- ☐ Copy provided to Property Owner.

Signature: _____

Section 4

Applicant's specific interest in site <i>Restaurant business</i>		
Describe in detail the business activity that will take place on site including products & services <i>Chinese restaurant</i>		
Describe all owned fixtures, furniture, and equipment to be used on site <i>Stove, cooking pot, table, freezer</i>		
Describe all leased fixtures, furniture, and equipment to be used on site <i>None</i>		
Describe any alterations planned for the site and estimated cost of renovation <i>N/A</i>		
Person responsible for obtaining building permit (if required) <i>Yumeng Sun</i>		
Square footage of site <i>2100</i>	# of employees <i>2-4</i>	# of parking spaces to be used <i>2-4</i>
Days & hours of operation <i>Daily 11:am - 9:pm</i>	Proposed date of occupancy <i>11/01/2024</i>	

Attach a site plan to this application (see Directions for Conditional Use Permit). Site plan must include a layout of the inside of the store.

This application must be fully completed to be considered by the Village.

Fee: \$300.00 (non-refundable)

<i>Yumeng Sun</i>	<i>Yumeng Sun</i>	<i>10/30/2024</i>
Business Owner Signature	Printed Name	Date

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

FOR OFFICE USE ONLY

Has sufficient site plan been submitted? (If not, what is needed?) _____

What is the category of proposed use? _____

Does the parking meet code requirements? _____

Is there proper exterior lighting? _____

Are there any existing code violations? _____

Additional Comments? Change in ownership. Existing business

Applicants not making substantial changes to their tenancy of Riverpoint Village, Audubon Court Shopping Center, or Fox Point Shops do not need approval from the Director of Public Works as parking and lighting plans for these shopping centers have already been approved.

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: 10/31/24

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

414-351-8900

Receipt No: 1.060860

Oct 31, 2024

8673 N PORT WASHINGTON RD

Previous Balance: .00

LICENSES & PERMITS - CONDITIONAL USE PERMIT 300.00

24-44550 CONDITIONAL USE PERMIT

Total: 300.00

CHECK Check No: 102 300.00

Payor: OBADIAH INC

Total Applied: 300.00

Change Tendered: .00

10/31/2024 3:10 PM



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: Kevin Ausman, Assistant Village Manager

cc: Scott Botcher, Village Manager; Sara Bruckman, Clerk Treasurer

Date: January 14, 2024

Re: North Shore Cycles CUP

Conditional Use Request

North Shore Cycles, 7922 N. Port Washington Road, was approved for Conditional Use at the May 2024 Plan Commission and May Village Board meetings under the LLC 'Saddle and Spoke Cycle.'

The applicant is now proposing to relocate their business, originally approved in 2024, within the same commercial building (former Legacies LTD) to a different tenant space on the south portion of the building. No changes to previously approved operations are noted.

Plan Commission unanimously recommended approval of the relocation at the January 6, 2025 meeting.

Staff recommends that the Village Board approve the Conditional Use request.



VILLAGE OF FOX POINT APPLICATION FOR CONDITIONAL USE PERMIT

Section 1

Trade Name of Business North Shore Cycles	Phone # 414-241-9046	Name of former tenant (if known) Legacies LTD
Fox Point Business Address 7922 N. Port Washington Rd, Fox Point, WI 53217		
Email ridenorthshore@outlook.com	Contact Person Stephen Henke	

If the business is a limited liability corporation (LLC) or corporation, complete the following section. If not, skip to next section.

Section 2

Legal name of corporation or LLC Saddle and Spoke Cyclery, LC	Corporate email ridenorthshore@outlook.com
Corporate headquarters address 4223 S. 1st St., Milwaukee, WI 53207	Corporate phone # 414-241-9046
Name and addresses of all corporate officers Owner: Stephen Henke 4223 S. 1st St., Milwaukee, WI 53207	
Name of corporate agent Stephen Henke	Address of corporate agent 4223 S. 1st St., Milwaukee, WI 53207

If applicant(s) is a sole proprietorship (individual) or partnership, please complete the following section.

Section 3

List the name, home address, business address, and phone numbers of all applicants and owners.			
Name	Home address	Business address	Phone #
Stephen Henke	4223 S. 1st St Milwaukee, WI 53207	7922 N. Port Washington Rd Fox Point, WI 53217	414-241-9046

All applicants must complete the following section.

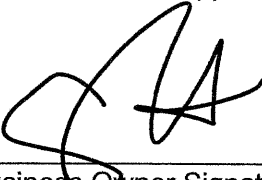
Section 4

Applicant's specific interest in site		
Renter		
Describe in detail the business activity that will take place on site including products & services		
Bicycle repair and tune ups Walk in a la carte services New and used bicycle sales Bicycle accessory sales and installation Bicycle pickup and delivery		
Describe all owned fixtures, furniture, and equipment to be used on site		
Bicycle stands for repair, workbenches, desk, chair, wall & floor displays, POS system		
Describe all leased fixtures, furniture, and equipment to be used on site		
None		
Describe any alterations planned for the site and estimated cost of renovation		
Floor finish and wall paint estimated at \$1000		
Person responsible for obtaining building permit (if required)		
Nic Ehr (building owner)		
Square footage of site	# of employees	# of parking spaces to be used
2500	2	5
Days & hours of operation	Proposed date of occupancy	
9am-7pm daily	January 1, 2025	

Attach a site plan to this application (see Directions for Conditional Use Permit). Site plan must include a layout of the inside of the store.

This application must be fully completed to be considered by the Village.

Fee: \$300.00 (non-refundable)

 _____ Business Owner Signature	Stephen Henke _____ Printed Name	11/26/2024 _____ Date
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WMN, LLC

7922 N. Port Washington Road, Fox Point WI 53217

November 26, 2024

Village of Fox Point
Attn: Scott Botcher
7200 North Santa Monica Boulevard
Fox Point, WI 53217

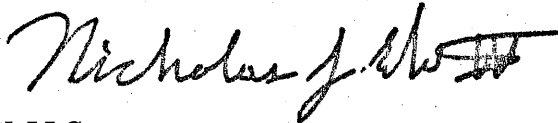
RE: Property Located at: 7922 North Port Washington Road

Dear Mr. Botcher:

WMN, LLC, the owner of the property at 7922 North Port Washington Road, Fox Point, Wisconsin, would like to rent the South portion of the building to Stephen Henke, d/b/a North Shore Cycles, a full-service bicycle shop.

Stephen has 10+ years' experience in the bicycle sales and repair industry, and we feel this business would be an exciting addition and contributor to the revitalization of the Port Washington Road corridor.

Yours truly,



WMN, LLC
By: Nicholas Ehr, Managing Member

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

FOR OFFICE USE ONLY

Has sufficient site plan been submitted? (If not, what is needed?) _____

What is the category of proposed use? _____

Does the parking meet code requirements? _____

Is there proper exterior lighting? _____

Are there any existing code violations? _____

Additional Comments? _____ Tenant currently resides within unit inside multi-tenant. Changing to
different unit within same multi-tenant building.

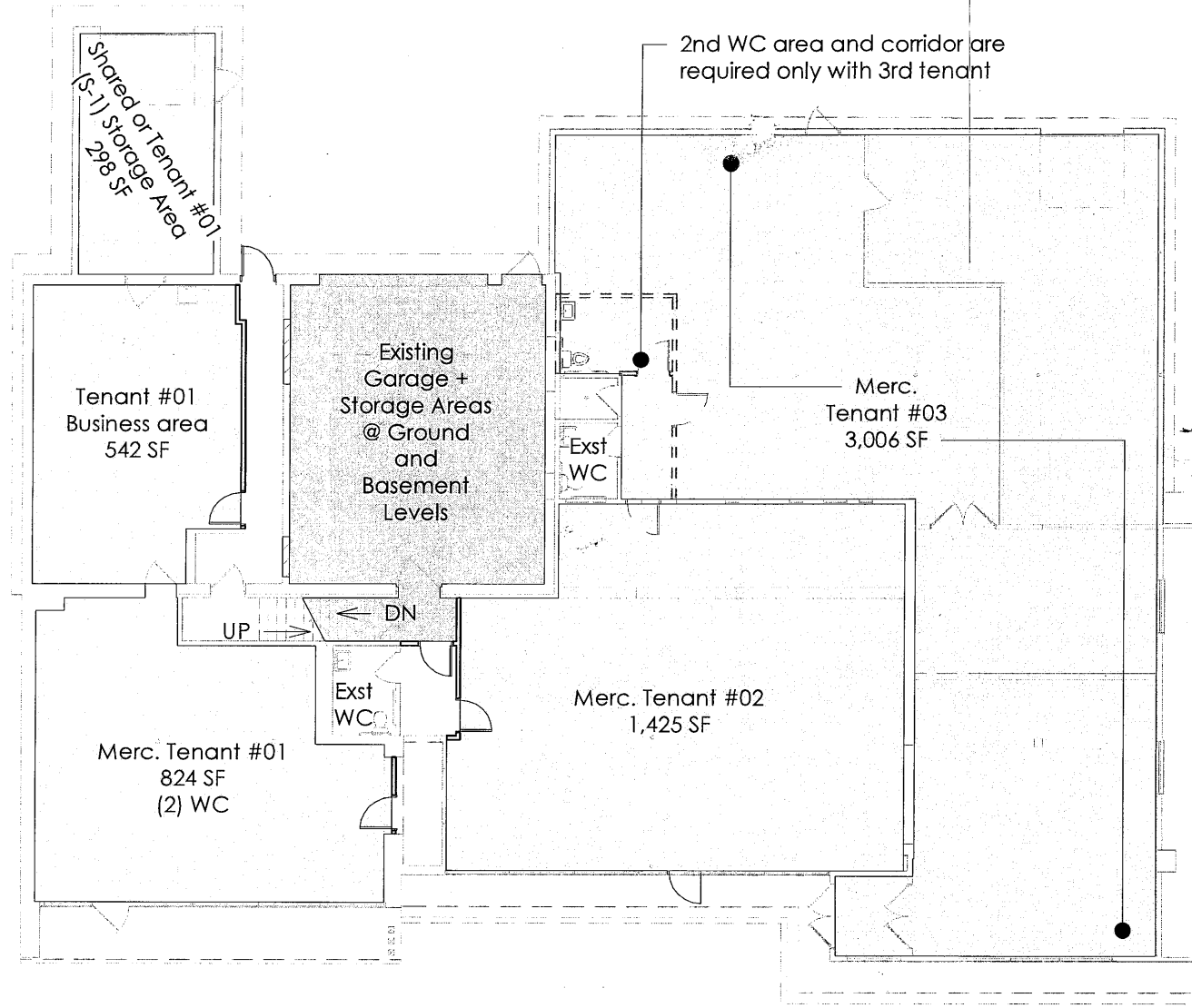
Applicants not making substantial changes to their tenancy of Riverpoint Village, Audubon Court Shopping Center, or Fox Point Shops do not need approval from the Director of Public Works as parking and lighting plans for these shopping centers have already been approved.

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: _____ 12/2/2024

Fee Paid: 12/2/2024 Receipt No. 22.000053



1

Ground
Floor Plan

1/16" = 1'-0"

Ground - Concept

Ehr Landscaping
Ehr Commercial Split
7922 N Port Washington Road
Milwaukee, WI 53217
07.25.24

solid state
architecture



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

www.villageoffoxpoint.com

APPLICATION FOR CONDITIONAL USE PERMIT DIRECTIONS

GENERAL INFORMATION:

All new businesses locating in an area zoned D-Business must apply for a Conditional Use Permit under Section 745-18D of the Village Code. Certain exceptions apply, see Section 745-18C of the Village Code

Changes in ownership, changes in use, changes in operations, changes in permitted conditions, alterations, and relocations within the Village to businesses with existing Conditional Use Permits may necessitate obtaining an amended Conditional Use Permit.

TO APPLY FOR A PERMIT:

1. Complete all the information on the attached application. Please type or print. Attach additional pages if necessary. **Applications with incomplete information will not be accepted.**
2. All materials must be submitted on 8.5" x 11" paper. If larger scale plans are necessary for clarity, please bring to the Plan Commission meeting. (**Note:** All documents submitted will be in copied in black and white.)
3. A \$300 non-refundable fee must accompany this application.
4. A letter of approval from the owner of the property must accompany this application, unless the applicant is the owner. The letter should be:
 - on the owner's letterhead including the owner's original signature,
 - addressed to the Village, and
 - reference the proposed address and name of the business.

The Village will not entertain any requests without the written consent of the owners.

5. A signed Charge Back Form as described in Chapter 67, Article III of the Village Code must accompany this application.
6. The application and one set of the site plans and all related materials must be submitted by **4:00 pm on the second Wednesday** prior to the Plan Commission meeting.
7. Completed applications will be submitted by staff to the Plan Commission for consideration. The Plan Commission meets on the first Monday of each month at 5:45 p.m. PLEASE NOTE: Applicants are required to attend the Plan Commission meeting to discuss their Application.
8. The Village Board will consider the Plan Commission's recommendation at the Board meeting on the second Tuesday of the month at 7:00 p.m. Applicants should also plan to attend the Village Board meeting.
9. The owner is responsible for obtaining other necessary permits and/or approvals, including but not limited to, the North Shore Fire Department's Plan Review and Submittal Requirements.

Updated 01/24/2024

NOTE: The following information must be submitted for Village approval when proposing a new building or building addition:

1. Description of the project
2. Landscape plan
3. Plat of survey
4. Parking plan (including parking computations) per Chapter 14 of the Fox Point Village Code
5. Drainage plan (including drainage computations)
6. Lighting plan (including photometrics)
7. Traffic plan
8. Proposed location and connection to the sanitary sewer and water mains
9. All elevations
10. Floor plans
11. Any additional information as determined by Village staff

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

NOTICE

PLEASE BE ADVISED: Chapter 67, Article III of the Village of Fox Point Village Code is attached hereto and incorporated herein. Pursuant to this Ordinance, the Village of Fox Point Village Board has determined that whenever the services of the Village Attorney, Village Engineer, Village Forester or any other of the Village's professional staff (internal or independently contracted) results in a charge to the Village for that professional's time and services and such service is not a service supplied to the Village as a whole, the Village Treasurer shall charge the property owner for the fees incurred by the Village. Also be advised that pursuant to the Village of Fox Point Municipal Code certain other fees, costs and charges are the responsibility of the property owner making application to the Village.

I, the undersigned, have been advised that, pursuant to the Village Fox Point Village Code, if the Village Attorney, Village Engineer, Village Forester or any other Village professional (internal or independently contracted) provides services to the Village as a result of my activities, whether at my request or at the request of the Village, I shall be responsible for the fees incurred by the Village. Also I have been advised that pursuant to the Village of Fox Point Village code certain other fees, costs and charges are my responsibility.

Dated this 26 day of November, 2024.



Signature of Property Owner

Nic Ehr

Name of Property Owner - PRINTED

Mailing Address of Property Owner:

7922 N. Port Washington Rd.
Fox Point, WI 53217

Tax Key No. of Property:

Address of Property:

7922 N. Port Washington Rd.

Fox Point, WI 53217

For Village Use Only:

- ☐ Original kept on file with Village Clerk.
- ☐ Copy provided to Property Owner.

Signature: _____

Receipt No: 22.000053 Dec 2, 2024

7922 N PORT WASHINGTON

Previous Balance: .00
LICENSES & PERMITS
OCCUPANCY PERMIT 300.00

Total: 300.00
=====

LICENSES & PERMITS
BUILDING PLANS - FILING 75.00
FEE

Total: 75.00
=====

ONLINE - CREDIT CARD 375.00

Payor:
SADDLE AND SPOKE
Total Applied: 375.00

Change Tendered: .00
=====

12/02/2024 2:37 PM

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
1200 N SANTA MONICA BLVD
FOX POINT WISCONSIN
414.351-0900
FAX 414.351-0901

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *GB*
Through: Scott Botcher, Village Manager *SAB*
Date: January 8, 2025
Re: 2025 Sanitary Sewer Televising (CCTV)

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. The proposed televising for 2025 focuses predominantly on the northeast and west/southwest and southern portions of the Village in Basin Nos. 3, 5, and 6 (refer to the areas on the attached map) and includes approximately 20,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

Kapur is estimating that the cost to televise the mains will be \$1.10 per foot for an approximate subtotal of \$22,000. The remaining approximate \$10,000 comprises Kapur's staff to review the videos and provide an inspection report and recommendations for future rehabilitation efforts.

Kapur & Associates has submitted a proposal in an amount not to exceed \$32,720 to coordinate the 2025 sanitary sewer televising. I have reviewed their proposal and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$32,720 and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in the Sanitary Sewer Fund.



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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.
FOR
2025 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION
VILLAGE OF FOX POINT**

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

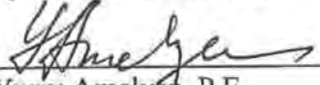
The scope of work includes time for collection of data and closed-circuit televising (CCTV) work in Basins 3, 5 and 6 as follows:

- Review sanitary sewer GIS and preparation of proposed CCTV location maps (determine the size and length for each proposed televising sanitary sewer segment)
- Televising of approximately 20,000 L.F. of 8", 10", 12" and 15" sanitary sewer
- Field coordination between TV contractor, residents and Village, field assistance
- Review video's and determine sanitary sewer pipe physical condition. Determine if there any of lateral connection requires immediate attention.
- As part of the sewer main televising, determine if there any deteriorated manhole condition that requires future detailed inspection.
- CCTV inspection report, recommendation for sanitary sewer rehab and cost estimate. Prepare list of defected manholes and lateral connection.

Total fees for this service are a time and materials not to exceed amount of \$32,720.00.
This proposal includes all reimbursable cost and expenses. Our fees are detailed in the attached Fee Schedule.

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

For Kapur & Associates, Inc.,

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

Date: 01-07-2025

For the Village of Fox Point,

By: _____
Christine Symchych
Village President

Date: _____

By: _____
Sara Bruckman
Village Clerk/Treasurer

Date: _____



COST NOT TO EXCEED
FOX POINT 2025 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$190.00	\$125.00	\$100.00		
Review Village's sanitary sewer system, determine previously performed CCTV and CIPP work, determine proposed/targeted area for 2025 CCTV and prepare location map	2	8	8	18	\$2,180.00
Televising of sanitary sewer main, coordination between TV contractor, residents and Village, field assistance	Approximately 20,000 Feet @ \$1.10				\$22,000.00
Review video's and determine sanitary sewer pipe physical condition. Determine if there any of lateral connection requires immediate attention. As part of the sewer main televising, determine if there any deteriorated manhole condition that requires future detailed inspection	8	24		32	\$4,520.00
CCTV inspection report, recommendation for sanitary sewer rehab and cost estimate. Prepare list of defected manholes and lateral connection.	8	16	2	26	\$3,720.00
Reimbursable expenses					\$300.00
TOTAL	18	48	10	76	\$32,720.00



VILLAGE OF FOX POINT
2025 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

2025 Sanitary Sewer Main CCTV
Observed Defects, Priority Recommendation for Rehabilitation and Cost Estimate
Village of Fox Point, Wisconsin

Upstream MH	Down-stream MH	Location	Size	Material	Length Televised (L.F.)
06-055	06-054	West Green Tree Road	10	VCP	201
06-055	06-056	West Green Tree Road	10	VCP	234
05-103	05-102	East Calumet Road	10	VCP	186
06-034	06-033	East Foxdale Road	8	VCP	213
06-051	06-050	Foxdale Court	8	VCP	187
06-050	06-044	Foxdale Court	8	VCP	199
06-045	06-044	East Foxdale Road	8	VCP	139
06-044	06-043	East Foxdale Road	8	VCP	101
06-048	06-047	North Reynard Road	8	VCP	288
06-049	06-048	North Reynard Road	8	VCP	139
06-059	06-058	Belmont Lane	10	CIPP	135
06-058	06-057	Belmont Lane	10	CIPP	200
06-057	06-056	Belmont Lane	10	CIPP	193
05-102	05-101	East Calumet Road	10	VCP	159
06-033	06-023	East Foxdale Road	8	VCP	211
06-052	06-051	Foxdale Court	8	VCP	133
06-043	06-038	East Foxdale Road	8	VCP	233
06-130	06-038	East Foxdale Road	8	VCP	114
06-046	06-045	North Reynard Road	8	VCP	282
06-046	06-047	North Reynard Road	8	VCP	284
05-141	05-140	North Seneca Rd.	8	VCP	207
05-143	05-142	North Seneca Rd.	8	VCP	226
05-138	05-137	Easement Seneca Road to Crossway Road	8	VCP	204
05-137	05-129	Easement Seneca Road to Crossway Road	8	VCP	201
05-114	05-113	North Fairchild Road	8	VCP	226
05-113	05-112	North Fairchild Road	8	VCP	221
05-099	05-098	North Crossway Road	8	VCP	281
05-098	05-097	North Crossway Road	8	VCP	200
05-148	05-147	North Lombardy Road	8	VCP	272
05-177	05-176	North Logacre Road	8	VCP	182
05-016	05-002	North Lake Drive	10	VCP	153
05-002	05-001	Easement N. Lake Dr. to N. Santa Monica Blvd.	10	VCP	199
05-001	05-15401	Easement N. Lake Dr. to N. Santa Monica Blvd.	10	VCP	201
05-172	05-166	East Community Place	8	VCP	229
05-168	05-170	Easement Seneca Road to Crossway Road	8	VCP	242
05-165	05-164	Easement Seneca Road to Crossway Road	8	VCP	311
05-154	05-153	North Santa Monica Boulevard	8	VCP	202
05-107	05-106	North Seneca Road	8	VCP	291
05-106	05-105	North Seneca Road	8	CIPP	292
05-139	05-138	North Seneca Road	8	CIPP	219
05-142	05-138	North Seneca Road	8	VCP	247
05-108	05-099	North Crossway Road	8	VCP	281
05-146	05-145	North Crossway Road	8	VCP	280
05-008	05-007	North Lake Drive	8	CIPP	287
05-009	05-008	North Lake Drive	8	CIPP	290
05-007	05-006	North Lake Drive	8	CIPP	240
05-006	05-005	North Lake Drive	8	CIPP	242
05-005	05-004	North Lake Drive	8	CIPP	241
05-178	05-177	North Santa Monica Boulevard	8	CIPP	308
05-166	05-165	Easement Seneca Road to Crossway Road	8	CIPP	174
05-164	05-163	Easement Seneca Road to Crossway Road	8	VCP	157
05-152	05-151	North Santa Monica Boulevard	8	VCP	236
03-058	03-059	East Dean Road	8	VCP	328
03-059	03-060	East Dean Road	8	VCP	328
03-060	03-061	East Dean Road	8	VCP	327
03-061	03-062	East Dean Road	8	VCP	230
03-071	03-072	East Dean Road	8	VCP	245

2025 Sanitary Sewer Main CCTV
Observed Defects, Priority Recommendation for Rehabilitation and Cost Estimate
Village of Fox Point, Wisconsin

03-072	03-073	East Dean Road	8	VCP	261
03-073	03-074	East Dean Road	8	VCP	250
03-074	03-075	East Dean Road	8	VCP	213
03-075	03-076	East Dean Road	8	VCP	193
03-074	03-077	North Allen Lane	8	VCP	208
03-077	03-078	North Allen Lane	8	VCP	206
03-078	03-079	North Allen Lane	8	VCP	227
03-079	03-080	North Allen Lane	8	VCP	150
03-080	03-081	North Allen Lane Easement	8	VCP	276
03-078	03-179	North Allen Lane Easement	8	VCP	262
03-071	03-069	Easement between N. Gray Log Ln & E. Dean Rd.	8	VCP	238
03-053	03-089	East Fox Lane	8	VCP	213
03-089	03-091	East Fox Lane	8	VCP	340
03-091	03-092	East Fox Lane	8	VCP	340
03-092	03-093	East Fox Lane	8	VCP	248
03-093	03-094	East Fox Lane	8	VCP	246
03-094	03-095	East Fox Lane	8	VCP	249
03-095	03-096	East Fox Lane	8	VCP	250
03-096	03-097	East Fox Lane	8	VCP	254
03-097	03-098	East Fox Lane	8	VCP	299
03-057	03-056	North Lake Drive	8	VCP	349
03-056	03-055	North Lake Drive	10	VCP	308
03-056	03-063	North Gray Log Lane	8	VCP	176
03-063	03-064	North Gray Log Lane	8	VCP	186
03-064	03-065	North Gray Log Lane	8	VCP	163
03-065	03-066	North Gray Log Lane	8	VCP	198
03-066	03-067	North Gray Log Lane	8	VCP	240
03-067	03-068	North Gray Log Lane	8	VCP	242
03-068	03-069	North Gray Log Lane	8	VCP	231
03-069	03-070	North Gray Log Lane	8	VCP	187
TELEVISED TOTAL:					20034

PROJECT

2025 PROPOSED SANITARY SEWER CCTV INSPECTION

LOCATION:

VILLAGE OF FOX
POINT

CLIENT



RELEASE

PRELIMINARY

[illegible]

8 NORTH ARROW



SCALE 11.00



SEAL

all in

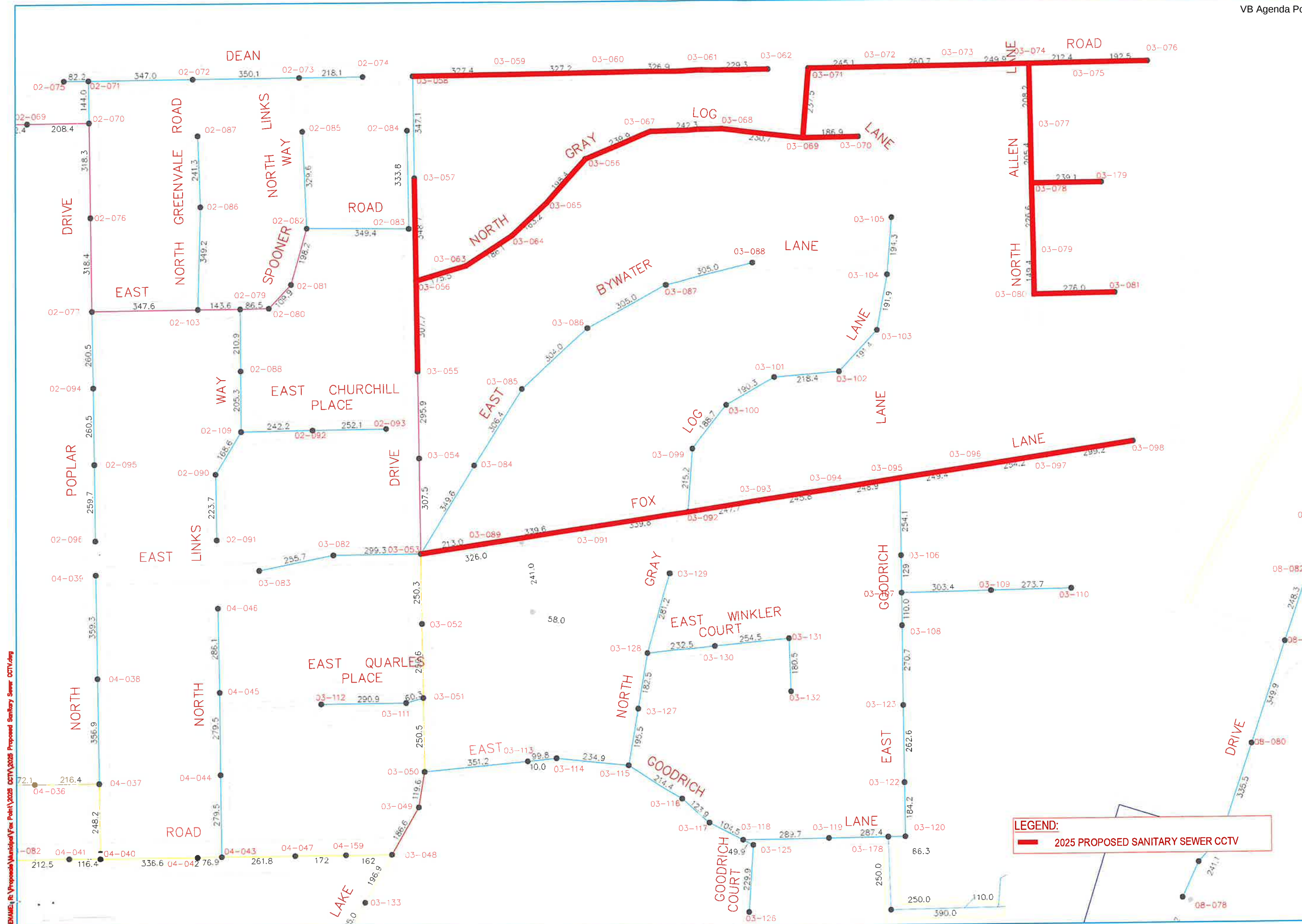
SHEET

2025 PROPOSED
CCTV - AREA 1

PROJECT MANAGER

DATE 930

SHEET NUMBER



PROJECT

2025 PROPOSED
SANITARY SEWER
CCTV INSPECTION

LOCATION

VILLAGE OF FOX
POINT

CLIENT



RELEASE

PRELIMINARY

[illegible]

NORTH ARROW



SCALE 30



SEAI

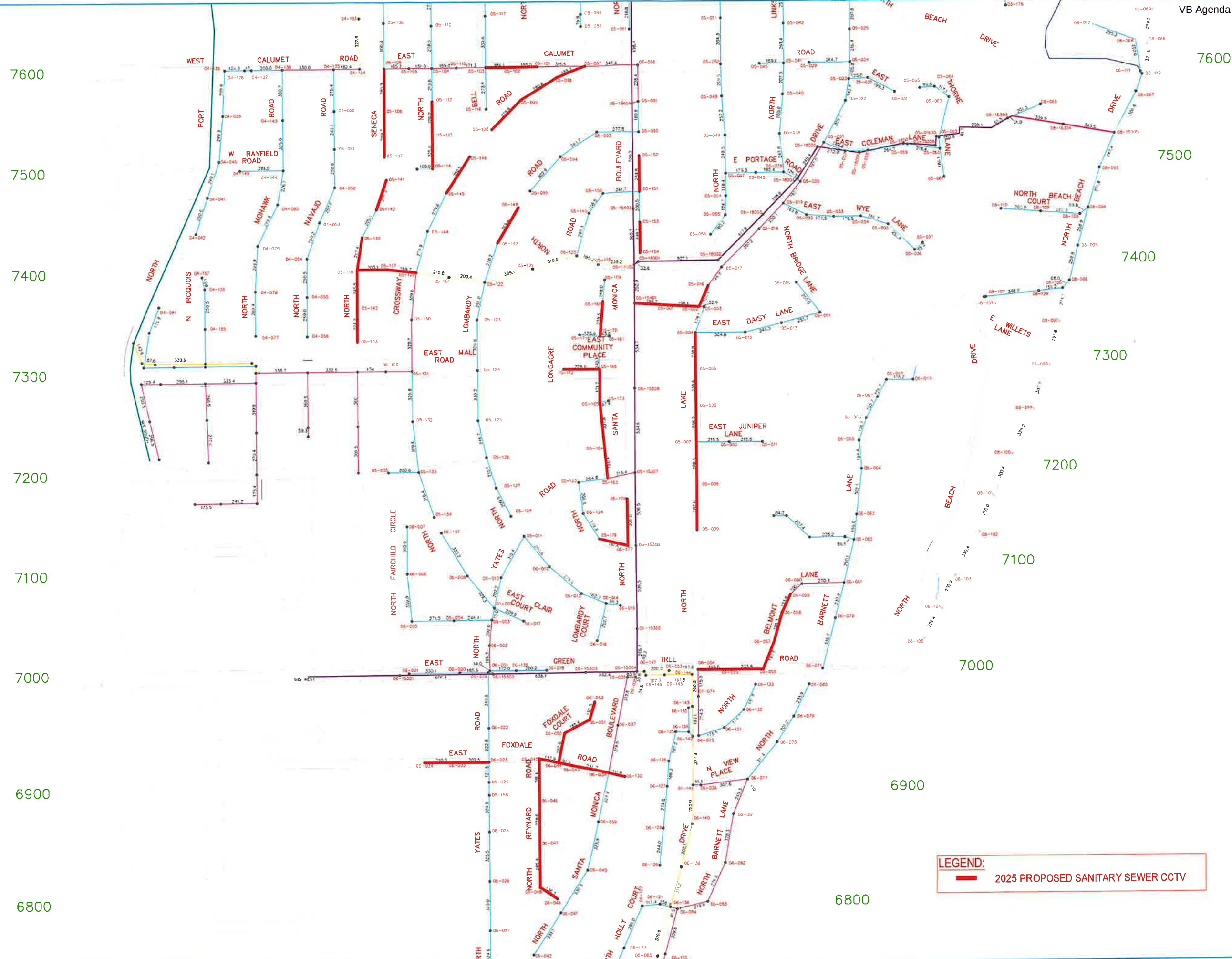
all in

SHEET

2025 PROPOSED
CCTV - AREA 2

PROJECT MANAGER	Y
PROJECT NUMBER	
DATE	9/30/20

SHEET NUMBER





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N SANTA MONICA BLVD
FOX POINT 53217-3505
414.351-8900
FAX 414.351-8100

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: January 8, 2025
Re: 2025 Sanitary Sewer Rehabilitation

The Village is proposing to rehabilitate approximately 5,050 linear feet of sanitary sewers in Basin Nos. 5 and 6 located in the southern half of the Village. The rehabilitation locations were identified based on prior televising events that had been performed and all rehab activities are proposed to be performed via cured in place pipe (CIPP).

Kapur has submitted a proposal to the Village to perform the professional engineering services for this project in an amount not to exceed \$21,455. I have reviewed the proposal and find it to be reasonable and appropriate.

Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$21,455 for the professional engineering services associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.

December 9, 2024

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

RE: 2025 Sanitary Sewer Rehabilitation Project

Dear Scott,

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

SCOPE OF SERVICES

The Village of Fox Point is intending to rehabilitate approximately 5,050 L.F. of sanitary sewer in Basins 5 and 6 with installation of CIPP lining. These areas will comprise the base bid for the work once the contract documents are compiled and include the following:

- 8-inch of sanitary sewer CIPP lining (17 segments)
- 10-inch of sanitary sewer CIPP lining (2 segments)
- 8-inch sanitary sewer sectional CIPP liner (3 Each)
- 10-inch sanitary sewer sectional CIPP liner (1 Each)

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

- Meetings with the Village Staff
- Review sanitary CCTV inspection videos (approximately 5,050 L.F.), verify the physical condition of the pipe and finalize the rehabilitation spreadsheets
- Prepare preliminary and final designs for the rehabilitation work.
- Prepare Bidding/Contract document and engineering cost estimate.
- Assist with publishing and bid opening. Finalize the bid tab upon review of the bids received and provide an award recommendation to the low bidder and the Village.
- Prepare copies of CCTV video for the prospective bidders.
- Work with prospective bidders and clarify proposed rehabilitation program.

SCHEDULE

Sanitary sewer rehabilitation project will be performed in spring/summer 2025. Published in February 2025 and bid opening in March 2025.

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: \$21,455.00.

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

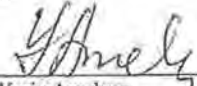
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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 Amelvan
Title: Associate/Project Manager
Date: 12-09-2024

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: _____

**DESIGN COST NOT TO EXCEED
2025 SANITARY SEWER REHABILITATION/CIPP LINING
IN BASINS 5 & 6**

VILLAGE OF FOX POINT, WISCONSIN

TASK		Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
		\$190.00	\$125.00	\$100.00		
1	Meetings with the Village Staff	3	3		6	\$945.00
2	Review Sanitary Sewer CCTV Inspection Videos (approx 5,050 L.F.), Verification of the Pipe Physical Condition and Finalize Recommendation Spreadsheet	8	8		16	\$2,520.00
3	Preliminary and Final Design	10	24	8	42	\$5,700.00
4	Prepare Bidding Document, Engineering Cost Estimate	10	24	6	40	\$5,500.00
5	Publishing, Bid Opening, Finalizing the Bid Tab Upon Review of the Bids Received, Award Recommendation to the Low Bidder, Proceed with Construction Contract Documents	8	16		24	\$3,520.00
6	Prepare Copies of CCTV Video for the Prospective Bidders		6		6	\$750.00
7	Work with Prospective Bidders and Clarification of Proposed Rehabilitation Program	8	8		16	\$2,520.00
TOTAL FOR BASE BID:		47	89	14	150	\$21,455.00



**VILLAGE OF FOX POINT
2025 SANITARY SEWER REHABILITATION/CIPP LINING
IN BASINS 5 & 6**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7250 N SANTA MONICA BLVD
FOX POINT 53017-3505
TEL 414-351-8200
FAX 414-351-8200

To: Village of Fox Point Village Board

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

Through: Scott Botcher, Village Manager *SB*

Date: January 7, 2025

Re: Agreement for Electronics Collection and Recycling

In fall 2024, staff at the Village of Fox Point received an email from a representative of COM2 Computers and Technologies, LLC, inquiring if we would be interested in participating in their electronics recycling program. We had not heard of the company before, but they had provided a few references to us noting that local communities had used their services successfully. Staff conferred with the references who each indicated that COM2 provides a valuable service to their community.

Afterwards, we requested additional references and a contract for review. While the contract was being reviewed by the Village Attorney, staff reached out to a number of the other references provided and each of them expressed their satisfaction with the company and how their electronics recycling program has benefited their respective communities.

This led to additional discussions with COM2 and the Village Attorney's comments were provided to them so that they could modify their agreement according to the comments. They did so without hesitation. Staff also asked a number of questions including the cost to the residents, how they would wipe the data from the electronics clean, etc. They noted that there is no cost to the resident dropping off their electronics and that they ensure any data on hard drives is deleted before recycling the necessary components.

Based on the references provided by other communities and the fact that COM2 is willing to hold a minimum of three electronic recycling events in the Village – at no cost to the Village or its residents – it is my recommendation that the Village Board accept the agreement of COM2 Computers and Technologies, LLC, and authorize the Village President and Village Clerk/Treasurer to sign the agreement. Staff will work with COM2 to schedule the electronics recycling events (estimated to occur in the spring, summer and fall).



AGREEMENT FOR ELECTRONICS COLLECTION AND RECYCLING

THIS AGREEMENT IS FOR ELECTRONICS COLLECTION AND RECYCLING (this "Agreement") is made and entered into as of _____, 2025, by and between the Village of Fox Point and COM2 COMPUTERS AND TECHNOLOGIES, LLC, a Wisconsin limited liability company ("COM2 COMPUTERS AND TECHNOLOGIES, LLC").

RECITALS

WHEREAS, the Village of Fox Point is a municipality in Milwaukee County, Wisconsin; and

WHEREAS, COM2 COMPUTERS AND TECHNOLOGIES, LLC is an Illinois limited liability company engaged in the collection and processing of electronic wastes; and

WHEREAS, the Village of Fox Point agrees to allow COM2 COMPUTERS AND TECHNOLOGIES, LLC to collect and process electronics from the Village's residents for electronic wastes designated as a Collector of Covered Program Materials EOL Products ("PMs") under the Wisconsin E-Waste Law, statutes codified at WIS. STAT. §§ 287.17(1)-(11). (The "Wisconsin E-Waste Law"); and

WHEREAS, the Village of Fox Point has contracted with COM2 COMPUTERS AND TECHNOLOGIES, LLC to collect, accept, transport, and recycle CEDs under the Wisconsin E-Waste Law since its implementation, and Village of Fox Point has contracted with COM2 COMPUTERS AND TECHNOLOGIES, LLC for similar services; and

WHEREAS, the Village of Fox Point and COM2 COMPUTERS AND TECHNOLOGIES, LLC desire to enter into an agreement regarding the scope of residential electronics equipment collection and processing from the designated collection location located at Village of Fox Point, performed by COM2 COMPUTERS AND TECHNOLOGIES, LLC for Village of Fox Point's residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:



1 Definitions

1.1 As used in this Agreement, the following terms, when capitalized or not, shall have the meaning set forth below.

"Accepted Items" means Program Material delivered by Village of Fox Point's resident to a Permanent Site located on _____.

"Law" means statutes codified at WIS. STAT. §§ 287.17(1)-(11). seq., as may be amended from time to time.

"PM" means Program Material Electronics Devices from residents as defined in the [Wisconsin E-Waste Law](#) and set forth on Schedule 1, which may be amended from time to time in accordance with the [Wisconsin E-Waste Law](#).

"Collection Services" means, collectively, the Permanent Site Collection Services.

"Containers" means a corrugated container.

DNR" means the [Wisconsin](#) Department of Natural Resources.

"Residents" or "Community Members" means, individually or collectively, residents of the village.

"Event Site" means a Site that shall be available to residents to drop off electronic pieces of equipment.

"Permanent Site" means a corrugated collection container at _____ location for collection of electronic items from residents that shall be available on a scheduled basis, which may be amended from time to time.

"Promotional Materials" means a listing on Village of Fox Point's website, or such other form of promotion as determined by the Village of Fox Point's Board.

"Term" shall have the meaning ascribed thereto in Section 4.

2. Responsibilities of COM2 COMPUTERS AND TECHNOLOGIES, LLC

2.1 Except as otherwise specified herein, COM2 COMPUTERS AND TECHNOLOGIES, LLC shall furnish personnel, labor, equipment, and vehicles necessary for the loading of all PMs Electronics. Which also includes the collection, packaging, transportation, and recycling of PMs from residents of the Village of Fox Point's Community.

2.2 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall register with the DNR as a Recycler and Collector as defined in the [Wisconsin E-Waste Law](#).



2.3 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall determine and provide the following minimum levels of service to collect the PM electronics. Including the number of collection trucks, pallets, gaylords and other supplies as needed or mutually agreed upon.

2.4 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall remove all PM collected items from the Village of Fox Point Collection site unless alternate arrangements are made with the Village of Fox Point's Board. If Items remain for removal from the Site, COM2 COMPUTERS AND TECHNOLOGIES, LLC shall notify the Director of Public Works and/or his/her designate who will be the primary point of contact, by the next business day of the number of Items remaining and a mutually agreed upon date/time for the removal of the material.

2.5 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall take title to, and risk of loss of, all Items from the Village of Fox Point location. COM2 COMPUTERS AND TECHNOLOGIES, LLC shall recycle, or cause to be recycled, all PMs delivered by Village of Fox Point's residents to be transported to and recycled at a facility licensed and permitted to lawfully receive the material in accordance with applicable federal, state, and local law.

2.6 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall provide detailed weight reports by material category and by collection in accordance with reporting requirements of the [Wisconsin E-Waste](#) Law.

2.7 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall provide the Village of Fox Point's Clerk/Treasurer with a certificate of recycling for Items collected by COM2 COMPUTERS AND TECHNOLOGIES, LLC.

3. Additional COM2 COMPUTERS AND TECHNOLOGIES, LLC Responsibilities

3.1 The Village of Fox Point shall be the primary contact for COM2 COMPUTERS AND TECHNOLOGIES, LLC throughout the contract term.

3.2 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall register with the DNR as a Collector (as defined in the [Wisconsin E-Waste](#) Law) and provide information to the DNR, as may be required by the [Wisconsin E-Waste](#) Law. COM2 COMPUTERS AND TECHNOLOGIES, LLC shall maintain such registration in conformance with the [Wisconsin E-Waste](#) Law and any applicable regulations. If the DNR compliance is not met, this Agreement will be considered annulled. COM2 COMPUTERS AND TECHNOLOGIES, LLC shall be responsible for any remaining items already collected at the Village of Fox Point.



3.3 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall coordinate with the Village of Fox Point to identify sufficient space for COM2 COMPUTERS AND TECHNOLOGIES, LLC to perform the collection, packaging, and loading of Items at the site.

3.4 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall facilitate communication between COM2 COMPUTERS AND TECHNOLOGIES, LLC and the Village of Fox Point regarding time and location of the delivery of a truck and supplies for the site.

3.5 COM2 COMPUTERS AND TECHNOLOGIES, LLC will coordinate with the Village of Fox Point regarding posting of the list of Accepted items and participation limits in accordance with the [Wisconsin E-Waste](#) Law.

3.6 The Village of Fox Point shall notify COM2 COMPUTERS AND TECHNOLOGIES, LLC of any cancellation of Collection Services due to weather or other circumstances.

3.7 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall be responsible for communicating any changes in collection practices or Accepted items to the Village of Fox Point via written communication.

4. Term of the Agreement

4.1 The initial term of this Agreement shall commence on _____, **2025**, and end on _____, **2025**, unless terminated earlier in accordance with this Agreement or extended in writing by mutual agreement of the parties.

4.2 The Agreement may be annually renewed or otherwise amended by mutual agreement of the Parties.

5. Indemnification

5.1 COM2 COMPUTERS AND TECHNOLOGIES, LLC will indemnify, defend and hold harmless the, Village of Fox Point and their respective officials, employees, agents, representatives and attorneys, in both their official and individual capacities (collectively, the "Indemnitees"), from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees (including attorneys' fees and court costs) and costs which may be asserted against an Indemnatee in consequence of entering into this Agreement or which may result from or arise out of any action or omission of the Village of Fox Point, its officers, employees, agents or subcontractors under this Agreement.



6. Notice

6.1 Unless otherwise specified, any notices or communications required to be given to or served upon the Village of Fox Point or COM2 COMPUTERS AND TECHNOLOGIES, LLC shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier; (iii) personal delivery with receipt acknowledged in writing; or (iv) electronic delivery to the email address specified below. Either party shall have the right to change from time to time its mailing address or email address. Until new addresses shall be given the parties' respective addresses shall be:

Director of Public Works:

Village of Fox Point

7200 N. Santa Monica Blvd.

Attn: Scott Brandmeier

Telephone Number: 414.351.8900

Email Address:

sbrandmeier@villageoffoxpoint.com

COM2 COMPUTERS AND TECHNOLOGIES

500 Kehoe Blvd.

Carol Stream, Illinois 60188

Attn: Syed Nabeel Hasan,

Tel: 630-653-2662 x 240

Email: Nabeel@com2recycling.com



7. Miscellaneous

7.1 COM2 COMPUTERS AND TECHNOLOGIES, LLC represents and warrants that it is fully licensed under federal, state, and local law and regulations to collect, transport, store, and recycle Accepted Items. It further represents and warrants that it will perform the services to be provided under this Agreement in full conformity with all applicable federal, state, and local law and regulations.

7.2 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall not assign this Agreement or any part thereof without the prior written consent of the Village of Fox Point.

7.3 This Agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of Wisconsin.

7.4 COM2 COMPUTERS AND TECHNOLOGIES, LLC shall act as an independent contractor. All personnel used by COM2 COMPUTERS AND TECHNOLOGIES, LLC shall be employees of COM2 COMPUTERS AND TECHNOLOGIES, LLC. COM2 COMPUTERS AND TECHNOLOGIES, LLC will pay all wages and appropriate expenses of said personnel, as well as employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.

7.5 Village of Fox Point's failure to act with respect to a breach by COM2 COMPUTERS AND TECHNOLOGIES, LLC does not waive Village of Fox Point's right to act with respect to subsequent or similar breaches. The failure of Village of Fox Point's to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

7.6 The provisions of this agreement shall survive the voluntary or involuntary termination of this Agreement.

7.7 This agreement may be terminated by either party upon thirty (30) days prior written notice, with or without cause. The Village may terminate this agreement for cause immediately, upon written notice.

7.8 No compensation is due, owing, or will be paid to COM2 COMPUTERS AND TECHNOLOGIES, LLC by the [Municipality] or any party receiving the services provided by this agreement. The mutual promises which provide the consideration for this agreement includes the benefit COM2 COMPUTERS AND TECHNOLOGIES, LLC receives from the collected materials, and the benefit



[Municipality] receives in offering this service to its residents, which consideration both Parties deem to be sufficient to bind each to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

Village of Fox Point _____

By: _____

Title: _____

Date: _____

COM2 COMPUTERS AND TECHNOLOGIES, LLC

By: _____

Title: _____

Date: _____



SCHEDULE - 1

Accept Items under Program Material - (EED's)

- Consumer Computers (Desktop, Laptop, Netbook, and Tablet)
- Consumer Printers (desktop-style printers, printer-fax-copier-scanner combinations and 3-D printers)
- Consumer video display devices (televisions, computer monitors, e-Readers)
- Computer peripherals (mice, keyboards, scanners, etc.)
- Fax Machines
- DVD Players
- VCRs
- Digital video players/recorders

Accept Items - (Non - EED's)

- Adding machines & calculators
- Answering machines
- Microwaves
- Shredders
- Stereos
- Toasters
- Vacuums



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: Citizens of Fox Point; Village Board

From: Scott A. Botcher, Village Manager

cc: Kevin Ausman, Assistant Village Manager

Date: January 8, 2025

Re: Pool Site Improvement

As approved in the 2025 Village Budget, the Village Board decided to proceed with the removal of the Fox Point pool.

To eliminate any possible misinformation, this decision was made for two primary reasons:

Primarily, the Village Board wanted to prepare the site in advance of the new Fox Point Pool. Taking this action now not only expedites the new construction, but is an expense which should rightfully be borne by the Village.

Secondly, the Pool has unfortunately become an attractive nuisance. We have experienced vandalism, and want to eliminate the liability to the Village from these events.

Thank you, and please contact my office with any questions.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N SANTA MONICA BLVD
FOX POINT, WI 53217-3509
TEL: 414-351-8960
FAX: 414-351-8909

To: Village of Fox Point Village Board

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

Through: Scott Botcher, Village Manager *SB*

Date: January 7, 2025

Re: Agreement for Pool Demolition Services

Upon approval by the Village Board of \$250,000 in the 2025 capital budget for the demolition of the pool, staff reached out to three consultants to obtain a proposal to provide professional services related to the demolition of the pool, associated structures, and surrounding features (parking lot, fences, playground, etc.). I am requesting that a consultant be retained to assist with the preparation of plans and specifications for the demolition of the pool for the following reasons:

- Given the age of the structure, there is a possibility that lead paint and asbestos exists at the facility and the consultant will be responsible for obtaining samples, having them tested and preparing the necessary specifications for the proper abatement/removal of any lead paint, asbestos containing materials and/or other hazardous substances that may still exist at the pool.
- Preparation of specifications and plans ensures that all contractors submitting quotes for the work are providing costs to perform the work based on the same set of documents. In essence, contractors will not be able to indicate they were not aware of the necessary requirements for removal.
- The specifications will ensure that all materials from the demolition of the pool are properly disposed and that access is maintained to the site for three purposes: (a) continued storage of materials and supplies for contractors wanting to use a portion of the parking lot as staging for Village projects, (b) so that the Village can continue to provide wood chips to residents and have a place to store them and (c) so that the access easement remains in place for the cell tower.

After reviewing the proposals, Kapur & Associates has provided a proposal of \$17,400 to perform the necessary services. This cost is approximately \$7,000-\$8,000 less than that of the other two consultants. It is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$17,400 and authorize the Village President and Village Clerk/Treasurer to sign the agreement on behalf of the Village.

January 2, 2025

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

RE: Proposal for Removal of the Public Pool Facility

Dear Scott,

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

SCOPE OF SERVICES

Below is scope of design work with estimated cost for removal of the public pool facility, including all buildings, mechanical, electrical, pavement, etc. and site restoration to level condition with planted grass seed.

1. Project management - \$1,000
2. Pre-demolishing inspection, obtain sampling of visible asbestos and lead paint containing materials and recommendations for abatement. All work will be completed by certified sub-consultant per NESHAP and OSHA guidelines. (Estimate does not include abatement costs. A separate estimate will be provided if asbestos or lead paint is identified and after the quantities have been determined.) - \$2,600
3. Inspection and identification of excess chemicals that may require disposal. Kapur will work with the Village to determine if any of the chemicals may be sold or donated to other entities with pools and assist with any sampling and disposal of remaining chemicals. Kapur requests that if the Village has any safety data sheets (SDS) or inventory of chemicals, that a copy of these items be provided to us. (Costs for sampling and manifesting will be provided separately and will be based on the types and quantities of remaining chemicals. It will be determined with the Village and Kapur as to whether Kapur assists with transportation and disposal of identified chemicals or if transportation and disposal will be included in the solicited work.) - \$2,500
4. Design
 - a. Capping of existing water, sewer lines and abandonment of electric, gas and telecommunications - \$800
 - b. Restore site to level condition, grade accommodations for storm sewer drainage at south side of property, parking lot reconfiguration, erosion control - \$2,500

5. Agency Coordination (OSHA, NESHAP, DNR) - \$1,500
6. Plan and specs, Contract Documents, pre-bid walk through with prospective bidders, cost estimate, solicit quotes (no public bidding), recommendation for bidder selection - \$6,500

SCHEDULE

Design for removal of the public pool facility project will be performed in February 2025.
Solicit quotes in March 2025.

FEES AND BILLINGS

Total fee for the time & materials Contract will be of \$17,400.

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

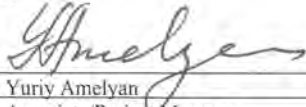
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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: 01-03-2025

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: _____



BALESTRIERI
AN INDUSTRIAL SERVICE COMPANY • ESTABLISHED 1992
1538 Country Club Parkway, Elkhorn, WI 53121-3999 (262) 743-2800 (800) 453-2965 (262) 743-2810 (Fax)

Balestrieri Group
1538 Country Club Pkwy
Elkhorn, WI 53121-3999
(262) 743-2800
(800) 453-2965
(262) 743-2810 (Fax)
Email: field@
balestrierigroup.com

Milwaukee, WI
(414) 483-5144

Madison, WI
(608) 223-0072

Green Bay, WI
(920) 435-1577

Rockford, IL
(815) 963-9776

Chicago, IL
(773) 388-2026

www.balestrierigroup.com



December 4, 2024

Project #4660

Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

RE: Preliminary Pre-Demolition Inspection - Asbestos Bulk Sample Analysis, XRF Testing of Industrial Coatings for Lead and Identification of Miscellaneous Hazardous/Universal Waste – Prior to Demolition
Village of Fox Point, Municipal Pool – 7200 North Santa Monica Boulevard, Fox Point, WI 53217

This letter is in response to your request for a proposal to perform a Preliminary Inspection to include an inventory and sampling of visible asbestos containing materials at the above referenced property.

This inspection will include identification of suspect asbestos containing building materials by type and location. Inspection documentation will include assessment by area. This documentation is retained in the facility records for compliance with the OSHA and NESHAP asbestos regulations.

Scheduling dates for the inspection will be arranged per your request and at your convenience. Typical field inspection work may take up to approximately ten to twenty working days with an additional ten to fifteen days to complete the survey documentation. All work will be completed per USEPA and OSHA guidelines using only certified personnel.

PRE-DEMOLITION INSPECTION\$2,510.00

- Identification, bulk sample analysis, and quantification of suspect asbestos containing building materials by type and location throughout the locations listed below utilizing State of Wisconsin Licensed Asbestos Inspector(s).
- XRF testing for lead in suspect industrial coatings. A non-destructive representative sampling of each homogenous building material in accessible/visible areas throughout the property will be conducted.
- Presumed asbestos containing material bulk sample analysis and inventory survey to be conducted in accessible areas in the following locations:
 - Municipal Pool
- Inspection documentation will include assessment by area.
- This documentation is retained in the facility records for compliance with the OSHA and NESHAP asbestos regulations.

Please note: Owner to provide building overviews and layouts for inspector to utilize during the course of the survey.



AGC
Associated General Contractors of America
ASSOCIATE MEMBER





BALESTRIERI
AN INDUSTRIAL SERVICE COMPANY • ESTABLISHED 1992
1328 County Club Parkway, Edison, NJ 08817 979-1242 / 743-2800 (800) 453-7963 (NJ) 743-2810 (PA)

December 4, 2024

Project #4660

Village of Fox Point
Preliminary Pre-Demolition Inspection
Page 2

Our mission is to assist our clients in reducing their exposure to environmental liabilities and hazards. Balestrieri has been providing turn-key environmental and building renovation services since 1992. Visit our website at www.balestrierigroup.com to review all the services we can provide to you.

Should you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your consideration.

Best regards,

Jess Balestrieri, Project Manager/Estimator
BALESTRIERI ENVIRONMENTAL & DEVELOPMENT, INC.

If Building Owner/Representative (OWNER) agrees to the conditions of this Proposal, please sign and FAX to (262) 743-2810 or EMAIL to field@balestrierigroup.com. You may also MAIL a hard copy of this Agreement and/or Purchase Order to our street address in the margin and we will contact you for scheduling.

OWNER Signature of Acceptance: _____

Printed Name: _____ Title: _____ Date: _____

For the purpose of this agreement, any signed document transmitted by facsimile or electronic submittal shall be treated in all respects as an original document and the signatures thereon shall be considered original signatures.

www.balestrierigroup.com



AGC
ASSOCIATE MEMBER





VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA
BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: John T. Gall, Village Forester 

Through: Scott A. Botcher, Village Manager 

CC: Scott Brandmeier, Village Engineer/DPW Director 

DATE: January 2, 2025

RE: Acceptance of Quotes for Trees for Spring 2025 Planting Program

Background

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

Fiscal Note

Quotes were received from 5 qualified nurseries and were opened on January 2, 2025 as shown on the attached summary of quotes. Based on selecting the low and best unit pricing for each tree species, Johnson's Nursery, Inc., Menomonee Falls, Wisconsin, Leaves Inspired Tree Nursery, Chilton, Wisconsin, Tillmann Wholesale Growers, New Franken, Wisconsin, and Wayside Nurseries, Mequon, Wisconsin are the low bidders for a total award of \$23,379.55.

\$4,900.00 for this purchase is recommended to come from Account 40-91600-833, Emerald Ash Borer Tree Replacement. \$1,979.55 from Account 40-91600-851, Dutch Elm Removal. The balance of \$16,500.00 to come from Account 40-91600-824, Tree Planting.

Staff Recommendation

Staff recommends that the Village Board accept the quotes of Johnson's Nursery, Leaves Inspired Tree Nursery, Tillmann Wholesale Growers, and Wayside Nurseries, in the respective amounts of \$5,403.00, \$3,169.00, \$3,811.55 and \$10,996.00 and authorize the Village Manager to execute purchase orders on behalf of the Village.

VILLAGE OF FOX POINT SPRING 2025 TREE PLANTING AWARD LIST (January 2, 2025)

VB Agenda Pckt 01/14/2025

Page 57 of 84

QUANTITY	SPECIES	SIZE	JOHNSON'S	SUBSTITUTION	LEAVES INSPIRED	SUBSTITUTION	MCKAY	SUBSTITUTION	TILLMANN	SUBSTITUTION	WAYSIDE	SUBSTITUTION	AWARD TOTAL
7	Autumn Fantasy Maple	2 - 2.5"	\$239.00		\$154.00	1.75"	\$175.00		N/A		\$199.00		\$1,393.00
2	State Street Miyabei Maple	2 - 2.5"	\$239.00		\$166.00		\$175.00		\$171.00		\$180.00		\$332.00
1	Fall Fiesta Sugar Maple	2 - 2.5"	\$239.00		\$180.00		\$180.00		\$180.50		\$180.00		\$180.00
4	Norwegian Sunsel Maple	2 - 2.5"	\$239.00	(1) -2.5" @ \$286	N/A		\$170.00	Satisfaction	N/A		\$175.00		\$700.00
7	Early Glow Buckeye	2 - 2.5"	\$374.00		\$200.00	2.5" Autumn Splendor	N/A		N/A		\$230.00		\$1,610.00
2	Yellow Buckeye	2 - 2.5"	N/A		\$197.00	1.75"	N/A		N/A		\$230.00		\$460.00
6	Speaeth's Alder	2 - 2.5"	\$185.00	(4) -2.5" @ \$229	\$161.00		N/A		N/A		\$160.00		\$960.00
2	Wisconsin Red Musclewood	2 - 2.5"	\$268.00		\$193.00	Common	\$280.00	Common	N/A		N/A		\$536.00
1	Shagbark Hickory	2 - 2.5"	\$395.00		\$205.00	1.75"	N/A		N/A		N/A		\$205.00
3	Northern Catalpa	2 - 2.5"	\$213.00		\$140.00	2.5"	\$165.00		\$166.25		\$170.00		\$420.00
5	Chicagoland Hackberry	2 - 2.5"	\$239.00	Common	\$155.00	Common	\$165.00	Common	N/A		\$180.00	Common	\$775.00
1	Katsuratree (multi-stemmed)	10 ft.	\$322.00		N/A		N/A		N/A		N/A		\$322.00
2	Yellowwood	2 - 2.5"	N/A		\$217.00	2.5"	N/A		N/A		\$205.00		\$410.00
4	Golden Glory Dogwood (tree form)	2 - 2.5"	\$239.00		\$135.00	1.75"	N/A		N/A		\$180.00		\$720.00
1	Princeton Sentry Ginkgo	2 - 2.5"	\$562.00		N/A		N/A		\$228.00		\$355.00		\$228.00
2	Espresso Kentucky Coffeetree	2 - 2.2"	\$374.00		N/A		\$199.00		\$209.00		\$210.00		\$418.00
2	Star Power Juniper	6 ft.	\$182.00		N/A		\$185.00		\$130.15		\$179.00		\$260.30
6	Moraine Sweetgum	2 - 2.5"	\$224.00	1.75"	N/A		N/A		N/A		N/A		\$1,344.00
9	Tuliptree	2 - 2.5"	\$286.00		\$201.00		N/A		N/A		\$190.00		\$1,710.00
1	Merrill Magnolia (shrub form)	9 ft.	\$402.00		N/A		N/A		N/A		N/A		\$402.00
1	Adirondak Crabapple	2 - 2.5"	\$213.00		N/A		\$160.00		\$140.00		\$135.00		\$135.00
2	Royal Raindrops Crabapple	2 - 2.5"	\$172.00		\$141.00		\$165.00		\$140.00		\$135.00		\$270.00
1	Emerald Spire Crabapple	2 - 2.5"	\$192.00		\$141.00	1.75"	N/A		N/A		\$160.00		\$160.00
2	Rejoice Crabapple	2 - 2.5"	\$192.00		\$141.00	2.5"	N/A		\$140.00		\$135.00		\$282.00
3	Ironwood	2 - 2.5"	\$260.00		N/A		\$215.00		N/A		\$210.00		\$630.00
4	Exclamation London Planetree	2 - 2.5"	\$213.00		\$148.00	2.5"	\$170.00		\$156.75		\$180.00		\$592.00
2	Eye Stopper Corktree	2 - 2.5"	\$317.00	2.5"	\$200.00	only (1) 2.5"	N/A		N/A		N/A		\$634.00

VILLAGE OF FOX POINT SPRING 2025 TREE PLANTING AWARD LIST (January 2, 2025)

QUANTITY	SPECIES	SIZE	JOHNSON'S	SUBSTITUTION	LEAVES INSPIRED	SUBSTITUTION	MCKAY	SUBSTITUTION	TILLMANN	SUBSTITUTION	WAYSIDE	SUBSTITUTION	AWARD TOTAL
2	Twister Swiss Stone Pine	6 ft.	\$416.00		N/A		N/A		N/A		N/A		\$832.00
1	Pink Flair Sargent Cherry	2 - 2.5"	\$239.00		\$200.00		N/A		N/A		\$148.00		\$148.00
3	Schuettei Oak	2 - 2.5"	\$286.00		N/A		N/A		N/A		N/A		\$858.00
21	Holmstrup Arborvitae	6 ft.	\$146.00	5 ft.	N/A		\$120.00	4 ft.	\$109.25	5 ft.	N/A		\$2,294.25
5	Giant Arborvitae	6 ft.	\$203.00		N/A		N/A		N/A		\$192.00		\$960.00
1	Ivory Silk Tree Lilac	2 - 2.5"	\$239.00		\$173.00		\$170.00		\$180.50		\$210.00		\$173.00
2	Sweet Street Linden	2 - 2.5"	\$286.00		\$170.00	1.75"	N/A		\$180.50		N/A		\$361.00
1	Accolade Elm	2 - 2.5"	N/A	Triumph	N/A		N/A	Triumph	\$155.00		\$135.00		\$135.00
1	Triumph Elm	2 - 2.5"	\$192.00		\$151.00	2.5"	\$145.00		\$155.00		\$135.00		\$135.00
1	New Horizon	2 - 2.5"	\$192.00		\$151.00	2.5"	\$145.00		\$155.00		\$135.00		\$135.00

121

TOTAL TREES

TOTAL TREE AWARD (less del

\$22,119.55

DELIVERY CHARGE

\$475.00

\$480.00

greater than 20 trees

\$15.00/tree

20 tree minimum

\$250.00

15 to 40 trees

\$325.00

for all trees bid

\$210.00

less than or = 20 trees

\$400.00

41 to 60 trees

TOTALS INCLUDE DELIVERY CHARGE

\$5,403.00 TOTAL JOHNSON'S NURSERY

\$3,169.00 TOTAL LEAVES INSPIRED TREE NURSERY

\$0.00 TOTAL MCKAY NURSERY COMPANY

\$3,811.55 TILLMAN WHOLESALE GROWERS

\$10,996.00 TOTAL WAYSIDE NURSERIES

\$23,379.55 Grand Total

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2025-xx

RESOLUTION TO ADOPT WORLD MIGRATORY BIRD DAY

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

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

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

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

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

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

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

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

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

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

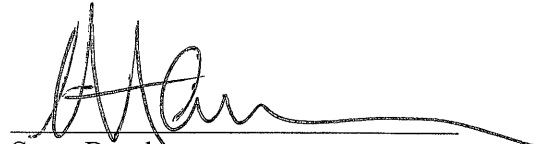
Now Therefore Be It Resolved, that the Fox Point Village President and Village Board hereby do hereby proclaim May 18, 2024 as World Migratory Bird Day in the Village of Fox Point and urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their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

Passed and Adopted by the Village Board, Village of Fox Point, this 14th of January, 2025

Christine Symchych
Village President

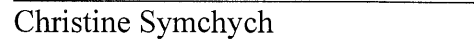
Sarah Bruckman CMC/WCMC
Village Clerk/Treasurer

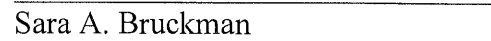
This is to certify that the attached is true and correct list of bills due for a period from December 1-31, 2024, in the total amount of \$615,766.78. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited 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 14, 2025



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
Report dates: 12/01/2024-12/31/2024Page: 1
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JANUARY 2025	LIFE INSURANCE	12/05/2024	947.57	12/06/2024
Total 10-21520 GROUP LIFE:					947.57	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	12/01/2024	ACCIDENTAL	12/05/2024	74.56	12/06/2024
1227	AFLAC	535571	ACCT #G8B41	12/30/2024	700.50	12/31/2024
Total 10-21521 SUPPLEMENTAL PLANS:					775.06	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	DEC 2024	POLICE DUES	12/05/2024	577.50	12/06/2024
Total 10-21525 UNION DUES:					577.50	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR1205241	Deferred Comp ICMA-PRETAX	12/04/2024	1,160.14	12/06/2024
77	MissionSquare - 303753	PR1219241	Deferred Comp ICMA-PRETAX	12/18/2024	1,160.14	12/19/2024
375	NORTH SHORE BANK, FSB	PR1205242	Deferred Comp NORTH SHORE	12/04/2024	2,210.00	12/06/2024
375	NORTH SHORE BANK, FSB	PR1219242	Deferred Comp NORTH SHORE	12/18/2024	1,350.00	12/19/2024
814	GREAT-WEST TRUST COMPAN	PR1205241	Deferred Comp WI DEFER - PRE	12/04/2024	2,197.60	12/06/2024
814	GREAT-WEST TRUST COMPAN	PR1205241	Deferred Comp WI DEFER - RO	12/04/2024	1,240.00	12/06/2024
814	GREAT-WEST TRUST COMPAN	PR1219241	Deferred Comp WI DEFER - PRE	12/18/2024	2,197.60	12/19/2024
814	GREAT-WEST TRUST COMPAN	PR1219241	Deferred Comp WI DEFER - RO	12/18/2024	1,240.00	12/19/2024
Total 10-21530 DEFERRED COMPENSATION:					12,755.48	
10-46710 PAVILLION RENTALS						
2180	AFROUGH, ORKIDEH	1.060878	PAVILLION DEPOSIT	12/03/2024	50.00	12/06/2024
2181	SABBAGH, SARA	1.060730	PAVILLION	12/02/2024	150.00	12/06/2024
2183	WILGREEN, ROBYN	1.060924	PAVILLION DEPOSIT	12/05/2024	150.00	12/06/2024
2189	CUB SCOUT PACK #391	1.060660	PAVILLION DEPOSIT	12/12/2024	150.00	12/13/2024
2191	SARA FLYNN	1.060782	PAVILLION	12/16/2024	150.00	12/19/2024
2198	BOY SCOUTS OF AMERICA TR	1.060659	PAVILLION	12/19/2024	150.00	12/19/2024
2304	GARMAN, JULIA	22.000025	PAVILLION	12/23/2024	150.00	12/26/2024
Total 10-46710 PAVILLION RENTALS:					950.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	NOV 2024	DRIVER SUR/JAIL FEE	12/03/2024	608.80	12/06/2024
552	WISCONSIN, STATE OF - COUR	NOV 2024	NOVEMBER	12/06/2024	1,555.45	12/06/2024
Total 10-51200-395 COUNTY COURT FEES:					2,164.25	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	12/12/24	PROSECUTOR	12/17/2024	1,965.00	12/19/2024
Total 10-51300-219 VILLAGE PROSECUTOR:					1,965.00	
10-51420-310 SUPPLIES/EXPENSES						
415	POSTMASTER	2024taxes	TAX BILL PERMIT 4153	12/05/2024	1,613.47	12/05/2024
1766	CONFLUENCE GRAPHICS	83122	TAX BILLS	12/23/2024	3,012.03	12/31/2024
Total 10-51420-310 SUPPLIES/EXPENSES:					4,625.50	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
1567	GANNETT WISCONSIN LOCALI	0006773625	AACT 960009	12/17/2024	580.50	12/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 2
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					580.50	
10-51440-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	12/11/2024	ELECTIONS	12/05/2024	84.95	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	ELECTIONS	12/05/2024	220.22	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	ELECTIONS	12/05/2024	7.79	12/06/2024
Total 10-51440-310 SUPPLIES/EXPENSES:					312.96	
10-51600-210 CONTRACT SERVICES						
57	JPMORGAN CHASE BANK NA	12/11/2024	ZOOM	12/05/2024	40.00	12/06/2024
194	BAKER TILLY VIRCHOW KRAUS	BT2999550	GAAS FS AUDIT	12/12/2024	1,250.00	12/13/2024
194	BAKER TILLY VIRCHOW KRAUS	BT301030	PROGRESS BILLING	12/20/2024	1,040.00	12/31/2024
256	KAPUR & ASSOCIATES, INC.	129178	AUGUSTINE PREP	12/04/2024	4,235.00	12/06/2024
789	DO IT NOW CLEANING LLC	848	MONTHLY CLEANING	12/12/2024	1,583.37	12/13/2024
1353	FORWARD TS, LTD	ar242707	MONTHLY COPIES	12/13/2024	236.50	12/19/2024
2016	BAXTER & WOODMAN INC.	0266790	ST AUGUSTINE PREP	12/19/2024	2,465.00	12/27/2024
2184	MURPHY DESMOND LAWYERS	8197591	DSPS COMPLAINT	12/06/2024	1,136.00	12/13/2024
Total 10-51600-210 CONTRACT SERVICES:					11,985.87	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	11/22/2024	0702787382-00002	12/02/2024	219.48	12/06/2024
Total 10-51600-220 GAS-HEAT:					219.48	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/22/2024	0702787382-00002	12/02/2024	1,304.24	12/06/2024
536	WE-ENERGIES	12/05/2024	0702787382-00009	12/12/2024	20.41	12/13/2024
Total 10-51600-221 ELECTRIC UTILITIES:					1,324.65	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	716280376	ACCOUNT #87619173	12/12/2024	.12	12/13/2024
5312	AT & T- VILLAGE	11/22/2024	414 351-8909 758 7	12/03/2024	77.62	12/06/2024
Total 10-51600-222 TELEPHONE UTILITIES:					77.74	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	VH WATER AND SEWER	12/03/2024	865.24	12/06/2024
Total 10-51600-223 WATER/SEWER UTILITIES:					865.24	
10-51600-234 VILLAGE HALL MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	16.84	12/06/2024
502	VILLAGE HARDWARE - VH	244407/1	VLG HALL SUPPLIES	12/11/2024	43.51	12/13/2024
892	SPECTRUM	12/7/24	8348 10 012 0042231 VLG	12/16/2024	14.89	12/19/2024
1710	UP NORTH SERVICES	4657	PEST CONTROL VLG	12/16/2024	55.00	12/31/2024
2572	RECYCLE TECHNOLOGIES, INC.	251390	DISPOSAL OF FLOURESCENT T	12/11/2024	175.00	12/13/2024
5691	CINTAS CORPORATION	5245905201	FIRST AID CABINET VH	12/23/2024	131.53	12/31/2024
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					436.77	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	33.09	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	VILLAGE	12/05/2024	12.50	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	55.31	12/06/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024Page: 3
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
57	JPMORGAN CHASE BANK NA	12/11/2024	VILLAGE	12/05/2024	421.01	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	69.96	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	29.64	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	AMAZON	12/05/2024	23.90	12/06/2024
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					645.41	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	59	HEALTH INSURANCE REIMBUR	12/01/2024	313.50	12/06/2024
435	RIES, DANIEL	75	HEALTH	12/01/2024	466.80	12/06/2024
520	WICHMAN, MICHELLE	20	MONTHLY	12/01/2024	386.76	12/06/2024
1227	AFLAC	535571	ACCT #G8B41	12/30/2024	166.98	12/31/2024
2194	OBREMSKI, DANIEL	24	SUPPLEMENTAL PAY	12/01/2024	386.76	12/06/2024
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,720.80	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1412	CONDITIONED AIR DESIGNED I	47499	PREVENTATIVE MAINTENANCE	12/05/2024	1,731.00	12/06/2024
1710	UP NORTH SERVICES	4656	POLICE PEST CONTROL	12/17/2024	55.00	12/19/2024
2156	GUETZKE AND ASSOCIATES	4353421	MONITORING	12/12/2024	1,565.00	12/13/2024
5152	JAMES IMAGING SYSTEMS, IN	1514180	MONTHLY PD	12/17/2024	118.36	12/19/2024
5839	LEXISNEXIS	1100060229	MONTHLY FEE	12/09/2024	202.50	12/13/2024
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					3,671.86	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	11/22/2024	0702787382-00008	12/02/2024	309.94	12/06/2024
Total 10-52100-220 GAS UTILITIES:					309.94	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/22/2024	0702787382-00015	12/02/2024	35.76	12/06/2024
536	WE-ENERGIES	11/22/2024	0702787382-00006	12/02/2024	1,553.03	12/06/2024
Total 10-52100-221 ELECTRIC UTILITIES:					1,588.79	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20241201OTA	8348 10 012 0041845 POLICE	12/16/2024	14.89	12/19/2024
892	SPECTRUM	238770901120124	238770901	12/09/2024	599.00	12/13/2024
2101	IPITOMY COMMUNICATIONS LL	50261	SIP TRUNK 85995	12/02/2024	235.88	12/06/2024
2691	CENTURYLINK-BUSINESS SVC.	716280376	ACCOUNT #87619173	12/12/2024	.12	12/13/2024
5312	AT & T- VILLAGE	287329447591X121	287329447591-PD	12/18/2024	409.42	12/19/2024
Total 10-52100-222 TELEPHONE UTILITIES:					1,259.31	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	POLICE WATER AND SEWER	12/03/2024	1,530.61	12/06/2024
Total 10-52100-223 WATER/SEWER UTILITIES:					1,530.61	
10-52100-232 VEHICLE MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	124.40	12/06/2024
631	FACTORY MOTOR PARTS	160-232558	POLICE DEPT	12/19/2024	28.92	12/31/2024
976	GORDIE BOUCHER FORD OF M	763105	POLICE PARTS	12/02/2024	161.16	12/06/2024
Total 10-52100-232 VEHICLE MAINTENANCE:					314.48	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024Page: 4
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	42.35	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	8.89	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	29.65	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	19.79	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	16.99	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	3.49	12/06/2024
473	STREICHER'S	1734920	AMMUNITION	12/18/2024	1,498.46	12/19/2024
5747	PROFESSIONAL ID CARDS, INC	20748	ID	12/16/2024	19.00	12/19/2024
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,638.62	
10-52100-234 BUILDING MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	100.68	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	127.02	12/06/2024
503	VILLAGE HARDWARE - DPS	244726	MISC	12/18/2024	11.69	12/19/2024
1412	CONDITIONED AIR DESIGNED I	47316	REPAIR	12/02/2024	505.00	12/06/2024
Total 10-52100-234 BUILDING MAINTENANCE:					744.39	
10-52100-238 RADIO MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2024	POLICE	12/05/2024	14.90	12/06/2024
Total 10-52100-238 RADIO MAINTENANCE:					14.90	
10-52100-322 TRAINING						
4398	WCPA	13302	CHIEF CONFERENCE	12/17/2024	650.00	12/19/2024
Total 10-52100-322 TRAINING:					650.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1729405	JOHNSON	12/09/2024	54.99	12/13/2024
473	STREICHER'S	1729409	DUBNICKA	12/09/2024	169.00	12/13/2024
473	STREICHER'S	1730936	FREEDY	12/02/2024	21.98	12/06/2024
473	STREICHER'S	1732359	ADAMAITIS	12/03/2024	159.99	12/06/2024
473	STREICHER'S	1732550	PAUL	12/16/2024	28.98	12/19/2024
473	STREICHER'S	1733118	DUBNICKA	12/09/2024	79.94	12/13/2024
473	STREICHER'S	1733172	WIESMUELLER	12/16/2024	125.74	12/19/2024
473	STREICHER'S	1734044	ADAMAITIS	12/16/2024	126.97	12/19/2024
473	STREICHER'S	1734327	BONEBRAKE	12/16/2024	536.97	12/19/2024
473	STREICHER'S	1734520	FREEDY	12/16/2024	268.00	12/19/2024
473	STREICHER'S	1734523	GABRIELSE	12/16/2024	122.94	12/19/2024
473	STREICHER'S	1734527	FREEDY	12/16/2024	270.00	12/19/2024
Total 10-52100-330 CLOTHING ALLOWANCE:					1,965.50	
10-52100-335 SCHOOL EXPENSES						
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00-	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00-	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00-	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	98.00-	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	KALAHARI	12/05/2024	108.00	12/06/2024
511	WAUKESHA COUNT TECH. COL	0847814	SCHOOL	12/02/2024	554.10	12/06/2024
4398	WCPA	12446	SGT DUBNICKA	12/03/2024	100.00	12/06/2024
4398	WCPA	12713	FREEDY DUES	12/02/2024	150.00	12/06/2024
4398	WCPA	13303	DUBNICKA MEMBERSHIP	12/18/2024	275.00	12/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 5
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
5626	KALAHARI RESORT & CONVEN	A413X400	BROWER	12/12/2024	294.00	12/13/2024
Total 10-52100-335 SCHOOL EXPENSES:					1,275.10	
10-53100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	12/11/2024	ENGINEER	12/05/2024	17.76	12/06/2024
Total 10-53100-310 SUPPLIES/EXPENSES:					17.76	
10-53100-322 TRAINING						
57	JPMORGAN CHASE BANK NA	12/11/2024	ENGINEER	12/05/2024	17.26	12/06/2024
Total 10-53100-322 TRAINING:					17.26	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	12/05/2024	0702787382-00001	12/12/2024	205.68	12/13/2024
536	WE-ENERGIES	12/10/2024	0702787382-00013	12/23/2024	19.20	12/26/2024
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					224.88	
10-53300-485 BRIDGE MATERIALS						
625	MICHAEL BAKER INTERNATION	1232451	PROFESSIONAL	12/11/2024	890.00	12/13/2024
Total 10-53300-485 BRIDGE MATERIALS:					890.00	
10-53310-400 MATERIALS						
57	JPMORGAN CHASE BANK NA	12/11/2024	STATE CHEMIC	12/05/2024	458.16	12/06/2024
Total 10-53310-400 MATERIALS:					458.16	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	12/10/2024	0702787382-00016	12/23/2024	16.76	12/26/2024
536	WE-ENERGIES	12/10/2024	0702787382-00005	12/23/2024	16.76	12/26/2024
536	WE-ENERGIES	12/10/2024	0702787382-00003	12/23/2024	19.27	12/26/2024
Total 10-53400-221 BUS STOP-ELECTRIC:					52.79	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0001049-1996-4	MSW	12/12/2024	6,599.88	12/13/2024
Total 10-53630-370 LANDFILL FEES:					6,599.88	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0071581-2286-6	YARDWASTE	12/12/2024	639.62	12/13/2024
1298	WASTE MANAGEMENT OF WI-M	0071700-2286-2	YARDWASTE	12/26/2024	295.87	12/27/2024
Total 10-53642-400 MATERIALS:					935.49	
10-53700-300 MISCELLANEOUS EXPENSE						
57	JPMORGAN CHASE BANK NA	12/11/2024	SHOP	12/05/2024	120.15	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	SHOP	12/05/2024	226.08	12/06/2024
1074	MATHESON TRI-GAS, INC	52439875	ACETYLENE	12/11/2024	54.45	12/13/2024
2241	ITU ABSORB TECH, INC	8445792	SHOP	12/11/2024	12.20	12/13/2024
2241	ITU ABSORB TECH, INC	8453306	SHOP	12/11/2024	12.20	12/31/2024
2241	ITU ABSORB TECH, INC	8460870	SHOP	12/26/2024	15.34	12/31/2024
Total 10-53700-300 MISCELLANEOUS EXPENSE:					440.42	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 6
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53700-341 REPAIR PARTS						
52	BRAKE & EQUIPMENT	830113	MISC	12/23/2024	99.50	12/31/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	SHOP	12/05/2024	578.21	12/06/2024
286	BOB LURIE GLASS CORP.	145204	PLEXIGLASS	12/11/2024	300.00	12/13/2024
368	MID-STATE EQUIPMENT	H33255	PARTS	12/09/2024	1,614.88	12/31/2024
368	MID-STATE EQUIPMENT	H33352	PARTS	12/12/2024	111.13	12/31/2024
436	RITTER TECHNOLOGY LLC	e43530-001	HOSE AND FITTING	12/11/2024	214.78	12/13/2024
436	RITTER TECHNOLOGY LLC	e61525-001	HOSE AND FITTING	12/09/2024	148.79	12/31/2024
436	RITTER TECHNOLOGY LLC	e66745-001	HOSE AND FITTING	12/23/2024	90.10	12/31/2024
547	ROLAND MACHINERY	40131265	LUBE SPIN	12/11/2024	181.60	12/13/2024
547	ROLAND MACHINERY	40131347	MISC	12/11/2024	46.52	12/13/2024
631	FACTORY MOTOR PARTS	160-230412	PARTS	12/11/2024	18.38	12/13/2024
631	FACTORY MOTOR PARTS	160-232557	PARTS	12/19/2024	81.11	12/31/2024
665	LAKESIDE INTERNATIONAL TR	1440754P	MISC	12/30/2024	1,690.95	12/31/2024
931	RAY'S TOWING INC	683011	LIGHT DUTY TOWING	12/26/2024	126.00	12/31/2024
1629	CASPER'S TRUCK EQUIPMENT	0062520-IN	PARTS	12/11/2024	426.56	12/13/2024
1629	CASPER'S TRUCK EQUIPMENT	0062689-IN	PARTS	12/23/2024	109.08	12/31/2024
4112	ROAD EQUIPMENT PARTS CEN	2400409980	PARTS	12/23/2024	23.89	12/31/2024
102169	TRUCK COUNTRY OF WISCON	X207072446:01	PUMP	12/16/2024	487.81	12/31/2024
102169	TRUCK COUNTRY OF WISCON	X207072515:01	MISC PARTS	12/17/2024	232.34	12/31/2024
Total 10-53700-341 REPAIR PARTS:					6,581.63	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60355271	TIRES	12/11/2024	166.00	12/13/2024
413	POMP'S TIRE SERVICE, INC.	60355943	TIRES	12/12/2024	898.72	12/31/2024
Total 10-53700-342 TIRES:					1,064.72	
10-53700-343 FUEL						
631	FACTORY MOTOR PARTS	160-232557	DEF	12/19/2024	98.88	12/31/2024
2179	EDWARD H. WOLF & SON'S INC	14160	FUEL	12/02/2024	1,096.67	12/06/2024
2179	EDWARD H. WOLF & SON'S INC	14177	FUEL	12/02/2024	1,928.02	12/06/2024
2179	EDWARD H. WOLF & SON'S INC	28273	FUEL	12/16/2024	1,537.86	12/19/2024
2179	EDWARD H. WOLF & SON'S INC	28337	FUEL	12/16/2024	1,334.79	12/19/2024
2179	EDWARD H. WOLF & SON'S INC	42173	FUEL	12/30/2024	1,460.40	12/31/2024
2179	EDWARD H. WOLF & SON'S INC	42184	FUEL	12/30/2024	1,290.07	12/31/2024
Total 10-53700-343 FUEL:					8,746.69	
10-53700-344 OIL						
631	FACTORY MOTOR PARTS	160-230412	OIL	12/11/2024	71.76	12/13/2024
Total 10-53700-344 OIL:					71.76	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	11/22/2024	0702787382-00002	12/02/2024	219.48	12/06/2024
Total 10-53800-220 GAS UTILITIES:					219.48	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/22/2024	0702787382-00002	12/02/2024	1,304.24	12/06/2024
Total 10-53800-221 ELECTRIC UTILITIES:					1,304.24	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	11/22/2024	414 351-8909 758 7	12/03/2024	63.50	12/06/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024Page: 7
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53800-222 TELEPHONE UTILITIES:					63.50	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	VH WATER AND SEWER	12/03/2024	865.24	12/06/2024
Total 10-53800-223 WATER/SEWER UTILITIES:					865.24	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	12/11/2024	APPLE	12/05/2024	.99	12/06/2024
2136	VERIZON WIRELESS	108606	787000169-00001	12/16/2024	17.62	12/19/2024
2136	VERIZON WIRELESS	65084	100000186946 GPS	12/03/2024	47.85	12/06/2024
Total 10-53800-224 CELL PHONES:					66.46	
10-53800-300 MISCELLANEOUS EXPENSE						
2005	BADGER CDL., LLC	1296	CDL TRAINING	12/03/2024	718.75	12/06/2024
2241	ITU ABSORB TECH, INC	8445794	DPW	12/11/2024	36.18	12/13/2024
2241	ITU ABSORB TECH, INC	8453308	TOWELS/MATS	12/11/2024	231.66	12/31/2024
2241	ITU ABSORB TECH, INC	8460872	DPW	12/26/2024	36.18	12/31/2024
Total 10-53800-300 MISCELLANEOUS EXPENSE:					1,022.77	
10-53900-324 DRUG TESTING						
5247	CONCENTRA MEDICAL CENTE	17910228	RANDOM TEST	12/16/2024	564.00	12/19/2024
5247	CONCENTRA MEDICAL CENTE	2023-LIMQ	LIMQ ANNUAL	12/05/2024	120.00	12/06/2024
Total 10-53900-324 DRUG TESTING:					684.00	
10-55200-435 PLAYGROUND MATERIALS						
327	MENARD'S - MILWAUKEE	98944	MISC	12/30/2024	14.98	12/31/2024
Total 10-55200-435 PLAYGROUND MATERIALS:					14.98	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00011	12/23/2024	485.04	12/26/2024
Total 10-55440-220 GAS UTILITIES:					485.04	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00010	12/23/2024	217.20	12/26/2024
Total 10-55440-221 ELECTRIC UTILITIES:					217.20	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	L, ICE RINK	12/03/2024	117.93	12/06/2024
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	LONGACRE PAVILION	12/03/2024	1,115.42	12/06/2024
Total 10-55440-450 SKATE RINK MATERIALS:					1,233.35	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	154390	MAINTENANCE & MAPPING	12/20/2024	5,470.75	12/27/2024
Total 21-53100-233 GIS MAINTENANCE:					5,470.75	
21-71000-400 MATERIALS						
57	JPMORGAN CHASE BANK NA	12/11/2024	STATE CHEMIC	12/05/2024	3,194.32	12/06/2024
281	LINCOLN CONTRACTORS SUP	J31659	MARKING PAINT	12/12/2024	50.32	12/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 8
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2260	PORT A JOHN	1377148	PORTAJOHNN	12/02/2024	113.00	12/06/2024
101806	USA BLUEBOOK	INV00559391	FLAGS	12/05/2024	176.16	12/27/2024
Total 21-71000-400 MATERIALS:					3,533.80	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00004	12/23/2024	12.65	12/26/2024
Total 21-72000-220 GAS UTILITIES:					12.65	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00004	12/23/2024	180.85	12/26/2024
536	WE-ENERGIES	12/10/2024	0702787382-00007	12/23/2024	24.26	12/26/2024
Total 21-72000-221 ELECTRIC UTILITIES:					205.11	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80179705	HOSTING SERV UNIT	11/28/2024	88.39	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	WATER DEPT	12/05/2024	3.49	12/06/2024
2136	VERIZON WIRELESS	65084	100000186946 GPS	12/03/2024	47.85	12/06/2024
Total 21-73000-400 MATERIALS:					139.73	
21-75000-210 CONTRACT SERVICES						
2005	BADGER CDL, LLC	1296	CDL TRAINING	12/03/2024	718.75	12/06/2024
Total 21-75000-210 CONTRACT SERVICES:					718.75	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
2430	VISU-SEWER CLEAN & SEAL, I	pay app 5	SANITARY SEWER REHAB.	12/11/2024	25,615.00	12/13/2024
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					25,615.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	IAC6204944	RECYCLING	12/19/2024	2,659.53	12/19/2024
Total 22-53650-210 CONTRACT SERVICES:					2,659.53	
22-53800-310 SUPPLIES/EXPENSES						
2136	VERIZON WIRELESS	65084	100000186946 GPS	12/03/2024	47.85	12/06/2024
Total 22-53800-310 SUPPLIES/EXPENSES:					47.85	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00012	12/23/2024	10.89	12/26/2024
Total 23-55420-220 GAS UTILITIES:					10.89	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/10/2024	0702787382-00012	12/23/2024	55.87	12/26/2024
Total 23-55420-221 ELECTRIC UTILITIES:					55.87	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/01/24	POOL WATER AND SEWER	12/03/2024	1,059.46	12/06/2024
Total 23-55420-223 WATER/SEWER UTILITIES:					1,059.46	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 9
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
24-52400-210 CONTRACT SERVICES						
2647	KWK ELECTRIC INC	41507	INSPECTION	12/17/2024	40.00	12/19/2024
Total 24-52400-210 CONTRACT SERVICES:					40.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	J31659	MARKING PAINT	12/12/2024	50.32	12/19/2024
101806	USA BLUEBOOK	INV00559391	FLAGS	12/05/2024	176.17	12/27/2024
Total 25-53410-400 MATERIALS:					226.49	
25-53420-400 MATERIALS						
2844	SWEEP-ALL LLC	31021	BEACH HILL/DPW/ VLG HALL	12/06/2024	325.00	12/13/2024
Total 25-53420-400 MATERIALS:					325.00	
25-53420-415 MAINTENANCE						
1000	GREAT LAKES POWER VAC, LL	11356	VACUUM CATCH BASINS	12/23/2024	413.00	12/27/2024
1259	GREAT LAKES TV SEAL, INC	23142	INSPECTION	12/17/2024	952.95	12/27/2024
Total 25-53420-415 MAINTENANCE:					1,365.95	
25-53800-210 CONTRACT SERVICES						
2005	BADGER CDL, LLC	1296	CDL TRAINING	12/03/2024	718.75	12/06/2024
2136	VERIZON WIRELESS	65084	100000186946 GPS	12/03/2024	47.85	12/06/2024
Total 25-53800-210 CONTRACT SERVICES:					766.60	
25-91500-800 WPDES COMPLIANCE PROGRAM						
1000	GREAT LAKES POWER VAC, LL	11356	VACUUM CATCH BASINS	12/23/2024	5,575.99	12/27/2024
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					5,575.99	
40-91500-801 STREET RESURFACING						
1073	WI DEPT. OF TRANSPORTATIO	375739	DESIGN	12/11/2024	919.16	12/13/2024
Total 40-91500-801 STREET RESURFACING:					919.16	
40-91600-800 STORMWATER ROAD PROJECT						
327	MENARD'S - MILWAUKEE	98944	MISC	12/30/2024	80.54	12/31/2024
1033	ALL-WAYS CONTRACTORS INC.	pay app 2	LAKE DR	12/17/2024	187,732.37	12/27/2024
Total 40-91600-800 STORMWATER ROAD PROJECT:					187,812.91	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
983	MSA PROFESSIONAL SVCS, IN	11142	SHORELINE REPAIRS	12/11/2024	1,333.50	12/13/2024
2251	MICHELS CORP	apy app 14 rev 1	BEACH DR SHORELIN	12/17/2024	24,279.70	12/27/2024
2251	MICHELS CORP	pay app 15 rev2	BEACH DR SHORELIN	12/18/2024	118,214.74	12/27/2024
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					143,827.94	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	104	MONTHLY	12/01/2024	22,939.74	12/06/2024
Total 50-81000-601 SOURCE OF WATER SUPPLY:					22,939.74	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1161	MONTHLY MANAGEMENT FEE	12/05/2024	6,400.00	12/06/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024Page: 10
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,400.00	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	J31659	MARKING PAINT	12/12/2024	50.32	12/19/2024
474	CORE & MAIN LP	V833974	REP CLP	11/13/2024	427.99	12/06/2024
474	CORE & MAIN LP	W002118	LOCATOR	11/13/2024	950.00	12/06/2024
474	CORE & MAIN LP	W049081	PARTS	11/20/2024	501.11	12/06/2024
502	VILLAGE HARDWARE - VH	244592/1	WATER DEPT	12/12/2024	39.78	12/19/2024
2241	ITU ABSORB TECH, INC	8445793	WATER DEPT	12/11/2024	8.80	12/13/2024
2241	ITU ABSORB TECH, INC	8453307	WATER	12/11/2024	47.87	12/31/2024
2241	ITU ABSORB TECH, INC	8460871	WATER DEPT	12/26/2024	8.80	12/31/2024
101806	USA BLUEBOOK	INV00559391	FLAGS	12/05/2024	176.17	12/27/2024
Total 50-81000-651 MAINTENANCE OF MAINS:					2,210.84	
50-81000-655 MAINTENANCE OF OTHER PLANT						
129	CORRPRO	775132	INSPECTION	11/30/2024	935.00	12/27/2024
Total 50-81000-655 MAINTENANCE OF OTHER PLANT:					935.00	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	154389	GENERAL SVCS	12/11/2024	292.00	12/13/2024
Total 50-81000-800 CAPITAL OUTLAY:					292.00	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	12/11/24 BASIN	BASIN	12/12/2024	756.58	12/13/2024
378	NORTH SHORE WATER COMMI	12/11/24 KLODE	KLODE	12/12/2024	28,888.42	12/13/2024
378	NORTH SHORE WATER COMMI	12/11/24 KLODE R	KLODE	12/12/2024	7,881.67	12/13/2024
378	NORTH SHORE WATER COMMI	12/11/24 UNATTEN	UNATTENDED OPER	12/12/2024	126.63	12/13/2024
Total 50-81000-844 NSWC CAPITAL PROJECTS:					37,653.30	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80179705	HOSTING SERV UNIT	11/28/2024	88.39	12/06/2024
2005	BADGER CDL, LLC	1296	CDL TRAINING	12/03/2024	718.75	12/06/2024
Total 50-81000-903 SUPPLIES AND EXPENSE:					807.14	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
57	JPMORGAN CHASE BANK NA	12/11/2024	APPLE	12/05/2024	.99	12/06/2024
57	JPMORGAN CHASE BANK NA	12/11/2024	WATER DEPT	12/05/2024	3.50	12/06/2024
2136	VERIZON WIRELESS	108606	787000169-00001	12/16/2024	17.62	12/19/2024
2136	VERIZON WIRELESS	65084	100000186946 GPS	12/03/2024	47.85	12/06/2024
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					69.96	
70-12100 TAXES RECEIVABLES						
73	STRUNK, CHARLES OR KRISTE	36492	OVERPAYMENT OF TAXES	12/17/2024	494.76	12/19/2024
108	ATTARI, REZIQ D OR	36583	OVERPAYMENT	12/17/2024	489.92	12/19/2024
156	CALLENDER, AARON & JANET	36983	OVERPAYMENT OF TAXES	12/26/2024	594.10	12/27/2024
186	FOX POINT, VILLAGE OF - W/U	36590-1290032000	129-0032-000	12/17/2024	300.06	12/19/2024
203	HIRSCH, DAVID	36810	OVERPAYMENT OF TAXES	12/23/2024	483.53	12/26/2024
212	O'DONNELL, DEBORA A	36584	OVERPAYMENT	12/17/2024	572.74	12/19/2024
238	MALSCH, BENJAMIN OR THOM	37212	OVERPAYMENT OF TAXES	12/30/2024	863.40	12/31/2024
250	POELZER, JOHN OR LYNN	36416	OVERPAYMENT OF TAXES	12/13/2024	483.53	12/19/2024
288	CRIQUI, FREDERIC OR SHEILA	36891	OVERPAYMENT TAXES	12/23/2024	549.93	12/26/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 11
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
310	BEITZEL, LEE OR JILLANE	36763	OVERPAYMENT OF TAXES	12/19/2024	579.68	12/19/2024
350	TARNOFF, LAWRENCE R OR JIL	37058	OVERPAYMENT TAXES	12/27/2024	613.80	12/30/2024
441	STREICHER, KATHRYN M	36995	OVERPAYMENT TAXES	12/26/2024	401.76	12/27/2024
443	ARTMAN, CARL OR WENDY	37061	OVERPAYMENT TAXES	12/27/2024	912.31	12/30/2024
549	GOUDREAU, TRACY OR SUSAN	36662	OVERPAYMENT TAXES	12/19/2024	505.95	12/19/2024
572	FISCHER OR, ANNA E	36703	OVERPAYMENT TAXES	12/19/2024	943.55	12/19/2024
729	SAJDAK, DAVID	36920	OVERPAYMENT TAXES	12/26/2024	763.22	12/27/2024
745	JOOS, MARGARET M &	36825	OVERPAYMENT TAXES	12/23/2024	1,085.41	12/26/2024
749	HAMBROOK, GEORGE OR ANN	36970	OVER PAYMENT OF TAXES	12/26/2024	491.38	12/27/2024
772	MELCHERT, TIM	36766	OVERPAYMENT TAXES	12/19/2024	862.61	12/19/2024
882	BURKHAM, JEREMY	36872	OVERPAYMENT	12/23/2024	571.47	12/26/2024
1011	MOLSTAD OR, BRIAN	36752	OVERPAYMENT TAXES	12/19/2024	644.61	12/19/2024
1048	LANGHOFF, WILLIAM OR CYNT	36800	OVERPAYMENT TAXES	12/23/2024	818.46	12/26/2024
1051	NELSON, PHILIP A	37083	OVERPAYMENT TAXES	12/30/2024	867.40	12/31/2024
1053	ALBERTY, KAREN D	36561	OVERPAYMENT TAXES	12/17/2024	492.33	12/19/2024
1062	WOLFE, MORRIS OR ANTOINET	37199	OVERPAYMENT TAXES	12/30/2024	533.19	12/31/2024
1103	SCHWEBEL, BRIAN	36747	OVERPAYMENT TAXES	12/19/2024	356.06	12/19/2024
1113	MURPHY, MICHAEL OR SUE	37154	OVERPAYMENT TAXES	12/30/2024	711.93	12/31/2024
1124	CISEWSKI, WAYNE M	36653	OVERPAYMENT TAXES	12/19/2024	356.06	12/19/2024
1126	GROVE, DAVID	37149	OVERPAYMENT TAXES	12/30/2024	1,327.43	12/31/2024
1141	OLIVA, PHILLIP OR HOPE	36598	OVERPAYMENT TAXES	12/17/2024	916.29	12/19/2024
1153	TYLICKI, ALLISON	36928	OVERPAYMENT OF TAXE	12/26/2024	440.23	12/27/2024
1165	MADISON, DIARULO OR CATHE	36994	OVERPAYMENT OF TAXE	12/26/2024	726.35	12/27/2024
1166	MAGESTRO, JENNIFER L	36709	OVERPAYMENT OF TAXE	12/19/2024	560.46	12/19/2024
1363	GITZEN, JESSIE	36748	OVERPAYMENT TAXES	12/19/2024	728.10	12/19/2024
1370	DEHBOD, TONY	37080	OVERPAYMENT TAXES	12/30/2024	602.91	12/31/2024
1375	GRIFFIN, SHERRIE	36457	OVERPAYMENT TAXES	12/16/2024	241.98	12/19/2024
1381	FADAIFAR, HESAM	37021	OVERPAYMENT TAXES	12/27/2024	190.13	12/30/2024
1382	MAISTELMAN, MICHAEL	36686	OVERPAYMENT TAXES	12/19/2024	614.95	12/19/2024
1383	O'BRIEN, CHARLES PATRICK	36772	OVERPAYMENT TAXES	12/19/2024	806.11	12/19/2024
1415	FINE, THEODORE OR JANET	36392	OVERPAYMENT PREPAID	12/12/2024	32.07	12/13/2024
1435	SHAINOCK, LARRY OR SARIE	36390	OVERPAYMENT TAXES	12/12/2024	356.03	12/13/2024
1605	MAHONEY, SEAN	37197	OVERPAYMENT TAXES	12/30/2024	426.61	12/31/2024
1719	KNAPP, JEROME	36449	OVERPAYMENT TAXES	12/16/2024	422.21	12/19/2024
1824	DAVIDSON, ERIC OR ANGELA	37047	OVERPAYMENT TAXES	12/27/2024	538.68	12/30/2024
1825	LUKESH, A JOYCE	36564	OVERPAYMENT TAXES	12/17/2024	367.30	12/19/2024
1826	ELLWEIN, JAMES D	36785	OVERPAYMENT TAXES	12/23/2024	746.86	12/26/2024
1828	GILSON, JOAN M	36852	OVERPAYMENT TAXES	12/23/2024	417.79	12/26/2024
1838	SANDERS, JOHN OR CATHERIN	36778	OVERPAYMENT TAXES	12/19/2024	1,076.59	12/19/2024
1839	KLEIN, STEVEN OR JANE	37126	OVERPAYMENT TAXES	12/30/2024	951.58	12/31/2024
1843	BOSLER, MATTHEW OR LINDSA	37115	OVERPAYMENT TAXES	12/30/2024	440.32	12/31/2024
1848	BURGESS, CHAD	37095	OVERPAYMENT TAXES	12/30/2024	631.79	12/31/2024
1851	LAROSA, PHILIP OR SALLY	37114	OVERPAYMENT TAXES	12/30/2024	98.70	12/31/2024
1922	MUZQUIZ, FELIPE	36904	OVERPAYMENT OF TAXES	12/26/2024	296.17	12/27/2024
1939	BAZELON, ADAM	36520	OVERPAYMENT TAXES	12/17/2024	2,095.22	12/19/2024
1943	KRAHN, JAMES W OR	36593	OVERPAYMENT OF TAXES	12/17/2024	734.41	12/19/2024
1986	BRICKNER, MICHAEL OR REBE	37150	OVERPAYMENT TAXES	12/30/2024	578.11	12/31/2024
1988	SHOCK, BENJAMIN T	36659	OVERPAYMENT TAXES	12/19/2024	626.72	12/19/2024
1991	WERY, RACHEL	36948	OVERPAYMENT TAXES	12/26/2024	365.16	12/27/2024
2186	GRUENDYKE, ROBERT D	36406	OVERPAYMENT TAXES	12/12/2024	2,801.39	12/13/2024
2187	POLACHECK, JERRY	36397	OVERPAYMENT TAXES	12/12/2024	2,316.42	12/13/2024
2188	MEISTER, DAVID	36391	OVERPAYMENT TAXES	12/12/2024	893.05	12/13/2024
2190	PERINO, JOHN	36488	OVERPAYMENT TAXES	12/16/2024	.22	12/19/2024
2193	SAVIC, TAMMI M	36498	OVERPAYMENT TAXES	12/17/2024	575.01	12/19/2024
2196	HUTNICK, KENNETH	36771	OVERPAYMENT TAXES	12/19/2024	505.17	12/19/2024
2197	ARNSTEIN, DAVID E	36692	OVERPAYMENT TAXES	12/19/2024	1,206.51	12/19/2024
2199	WENNINGER, ABIGAIL B	36860	OVERPAYMENT TAXES	12/23/2024	659.05	12/26/2024
2200	HORSFIELD, NICHOLAS M	26623	OVERPAYMENT TAXES	12/19/2024	1,468.08	12/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 12/01/2024-12/31/2024

Page: 12
Dec 31, 2024 10:14AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2205	WAGNER, JAMES	37043	OVERPAYMENT TAXES	12/27/2024	462.68	12/30/2024
2208	RECH, ROSEANNE	36547	OVERPAYMENT TAXES	12/17/2024	213.42	12/19/2024
2253	CONRAD, DONALD OR KATHER	36656	OVERPAYMENT OF TAXES	12/19/2024	527.61	12/19/2024
2270	CLASON, STEVEN OR ANNETT	36746	OVERPAYMENT OF TAXES	12/19/2024	407.18	12/19/2024
2273	ORMAN, DAVID M AND DEBORA	36701	OVERPAYMENT OF TAXES	12/19/2024	369.71	12/19/2024
2278	ARTLIP, KEVIN THOMAS AND	36901	OVERPAYMENT OF TAXES	12/26/2024	188.18	12/27/2024
2289	KUEHN, KELLY J	36847	OVERPAYMENT OF TAXES	12/23/2024	527.61	12/26/2024
2300	EISENBEIS, KEVIN R	36884	OVERPAYMENT TAXES	12/23/2024	1,116.61	12/26/2024
2301	PHILLIPS, ALICIA	36888	OVERPAYMENT TAXES	12/23/2024	882.22	12/26/2024
2302	BROWN, AMY	36895	OVERPAYMENT TAXES	12/23/2024	559.06	12/26/2024
2303	SLATTERY, JOHN F	37008	OVERPAYMENT TAXES	12/27/2024	767.23	12/30/2024
2305	GARBO, STEPHANIE ANN	37011	OVERPAYMENT TAXES	12/27/2024	910.69	12/30/2024
2428	SCHENCK, JESSE OR KATHARI	36854	OVERPAYMENT TAXES	12/23/2024	656.32	12/26/2024
2623	KALMENSON, OLYA	36637	OVERPAYMENT TAXES	12/19/2024	251.87	12/19/2024
2625	MAJDALANI, JOHN P	36634	OVERPAYMENT TAXES	12/19/2024	417.63	12/19/2024
2638	LOUCKS, QUINTEN D	36750	OVERPAYMENT TAXES	12/19/2024	535.63	12/19/2024
2639	DAMROW, JESSE J	37051	OVERPAYMENT TAXES	12/27/2024	727.84	12/30/2024
2655	DUGAN, JOHN G	36678	OVERPAYMENT TAXES	12/19/2024	1,137.99	12/19/2024
2665	CARDENAS, ROBERT R	36415	OVERPAYMENT TAXES	12/13/2024	895.22	12/19/2024
3205	EASTERDAY, MARK OR TRACE	36565	OVERPAYMENT OF TAXES	12/17/2024	711.93	12/19/2024
3245	WEINBERG, MATTHEW OR RAC	36531	OVERPAYMENT TAXES	12/17/2024	1,943.83	12/19/2024
5242	MERK, DAVID J AND JANET A	36880	OVERPAYMENT OF TAXES	12/23/2024	425.82	12/26/2024
5536	NOLL JR., THEODORE A	37103	OVERPAYMENT TAXES	12/30/2024	831.43	12/31/2024
5540	SCHWARTZ, JILL M	36657	OVERPAYMENT OF TAXES	12/19/2024	323.39	12/19/2024
5557	CHOICE OR, BENNETT	36719	OVERPAYMENT OF TAXES	12/19/2024	596.31	12/19/2024
5558	SABITOV, RUSTEM	36578	OVERPAYMENT OF TAXES	12/17/2024	226.78	12/19/2024
5559	TUTAJ, ADAM J AND	37191	OVERPAYMENT OF TAXES	12/30/2024	1,483.76	12/31/2024
5567	SWARTZELL, VICKI A	36645	OVERPAYMENT	12/19/2024	487.59	12/19/2024
102274	GREGOR, DOUGLAS A OR MELI	37077	OVERPAYMENT TAXES	12/30/2024	1,236.88	12/31/2024
102279	LEVY, DESSIE R OR GARRY B	36789	OVERPAYMENT TAXES	12/23/2024	822.53	12/26/2024
102281	ZIMMER, MICHAEL T OR REBEC	36813	OVERPAYMENT TAXES	12/23/2024	1,672.07	12/26/2024
102283	ARANDA, JEFFREY A ORDIANE	36635	OVERPAYMENT TAXES	12/19/2024	624.57	12/19/2024
102284	FILSINGER, NANCY	36532	OVERPAYMENT TAXES	12/17/2024	652.56	12/19/2024
102285	GEORGETTA-KRYSTN, CONNIE	36968	OVERPAYMENT TAXES	12/26/2024	348.87	12/27/2024
102287	HUNT, MARK W	36685	OVERPAYMENT TAXES	12/19/2024	489.87	12/19/2024
102295	BARRY, MAX OR CATHERINE	36455	OVERPAYMENT TAXES	12/16/2024	317.28	12/19/2024
102296	WILDNER, MICHAEL A	36815	OVERPAYMENT TAXES	12/23/2024	354.37	12/26/2024
102298	EMMERICH, DONNA M	37193	OVERPAYMENT TAXES	12/30/2024	155.33	12/31/2024
102301	HORKY, JOHN A OR MEGAN B	37045	OVERPAYMENT TAXES	12/27/2024	2,050.53	12/30/2024
102302	SCHLEY, JACK	36890	OVERPAYMENT TAXES	12/23/2024	462.68	12/26/2024

Total 70-12100 TAXES RECEIVABLES:

73,898.39

Grand Totals:

615,766.78

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

Village Manager: _____

Village Board: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: Kevin Ausman, Assistant Village Manager

cc: Scott Botcher, Village Manager

Date: January 14, 2025

Re: Consideration of Code Amendment – Port Washington Overlay Zoning District (PWO)

Plan Commission Approval Recommendation – January 6, 2025

[Consideration of the PWO occurred at the Fox Point Plan Commission on January 6, 2025 \(LINK\)](#). The draft code amendment was approved unanimously, recommending that the Village Board approve creation of the Port Washington Overlay District. Trustee Fonstad offered an amendment to the draft code amendment during his Plan Commission motion. This amendment is included in the draft language attached to this memo along with inclusion of a definition from Staff. Trustee Fonstad moved to codify inclusion of a public hearing written mailer be sent to all property owners within 500ft of a PWO petition. The Village Attorney and Assistant Manager have included a zoning administrator definition for projects which abut single-family residential. Staff endorses both amendments to the draft language as they are consistent with the residential sensitivity intent of the district.

Overview

[The Comprehensive Plan, adopted in 2021, after significant public input and public hearings, specifically identifies the Port Washington commercial corridor as requiring of attention to remediate issues of blight, underdevelopment, and promoting redevelopment \(DOC LINK\)](#). The Comprehensive Plan (or Land Use) is the long-range guiding document and vision for every community in Wisconsin. State law requires an update every 10 years and requires both public input and adoption by the Village Board. The document itself identifies issues within the community and opportunities to address those issues, along with goals and timelines for implementation. The Port Washington Road corridor was specifically identified in this adopted plan by members of the community and the Village Board.

There are seven topics within a Comprehensive Plan document, and the redevelopment of Port Washington is explicitly stated within two topic areas: Economic Development and Land Use. Goals are stated for the alleviation of blighted/abandoned properties, supporting economic development in the Village's commercial areas, and support for mixed-use development.

Staff proactively drafted a zoning district overlay as a way to provide a tool for the Village to address these identified issues within its commercial heart. Without making a change to the Village's current zoning code, it is likely that some of the parcels along this corridor will remain abandoned, blighted, or

otherwise underutilized. The existing zoning code, along with development barriers specific to individual parcels create obstacles to redevelopment. A community history of non-development and a “wait-and-see” approach have yet to yield positive results.

Background and Determination of Need

While the Village of Fox Point is a majority residential community, it does contain a small number of highly visible commercial parcels. Some of these commercial properties are abandoned, blighted, or otherwise underutilized. A number of these properties have sat vacant or blighted in excess of a decade. The conceptual Port Washington Overlay Zoning District (PWO) zoning tool is an overlay district designed to assist revitalization of the Port Washington Road commercial corridor while also proactively incentivizing, through design flexibility, future development as a realization of current market factors.

What is the PWO?

The PWO intends to promote vibrant commercial activity along the Port Washington Road corridor while preserving the unique residential character of Fox Point. In the 2021 Comprehensive Plan, the community specifically identified mixed-use projects along Port Washington Road.

Residents in the community are aware of blighted or abandoned properties in the Village along the Port Washington Road corridor. The PWO aims to non-financially incentivize the revitalization and redevelopment of these underutilized or blighted properties. A significant discouragement of development opportunities exists on parcels along Port Washington due to the strict area requirements of the D Business District coupled with utility easements or other right-of-way concerns. Language within the PWO orients buildings towards Port Washington Road, relaxes both rear and side yard setbacks, and mandates a two-story height minimum. In order to remain sensitive to the residential nature of the community, height of new construction is limited when abutting residential.

Specifics – Use and Area Regulations

The District regulates use, procedures, and area requirements such as height or setbacks for developments within the project area. An overlay district adds unique conditions, requirements, or triggers on top of the base district. It can be used to place additional limitations on parcels or allow for flexibility from requirements in the base district. The PWO is only applicable as an overlay of the D Business District and on properties with abut Port Washington Road. A request to add the PWO is a rezoning request which adds an additional layer of review and hurdle for applicants to clear. This type of request provides the Village Board with discretion for approval and would require the applicant to amend the project plan for any changes.

Use Regulations

Zoning districts generally regulate permitted uses and prohibited uses, with additional criteria for uses which may be conditionally approved. The base D Business District intention can be described as allowing for broad business uses such as office, retail, or commercial enterprises. In order to create a more modern, desirable commercial corridor, the PWO prohibits uses from the base district that do not fit the Intent of the overlay. Examples of these prohibited uses are auto sales, convenience stores, “quick cash” businesses, or electronic smoke shops (vape shops).

Further, in order to meet goals of the Comprehensive Plan, the PWO includes the possibility for a mixed-use environment, and allowing for both attached single-family and multi-family dwellings. These types of housing are an opportunity for residents to age-in-place, to create competition in the housing market, to welcome residents to the community, add to the tax base, and to create a more healthy and resilient housing stock. Mixed-Use projects are currently not allowed in the Village (except for a very specific trigger within the PDO). Adding flexibility in use through this code amendment will meet goals of the Comprehensive Plan and create more high-value opportunity along the Port Washington Road corridor.

Area Regulations

As an overlay district, the underlying rules of the D Business District apply except as specifically modified by the PWO. This means that a project begins with the basic structure of the base district and may be modified by the PWO plan. The D Business District roughly orients structures centrally located on a parcel so one of the main intentions of the PWO is incentivizing redevelopment through flexibility in site orientation.

Build-to Line. A "build-to line requirement" is a zoning regulation that specifies on a property where a building's facade must be positioned, creating a consistent building line along a street. In plain planning terms, where a traditional zoning regulation contains a minimum setback distance, this requirement flips that idea by creating a "maximum setback line" orienting the building construction closer to Port Washington Road. This site orientation creates a number of advantages:

- Parking is often relocated to the rear of the building which prevents the "ocean of parking lots" common in older underutilized commercial properties.
- Orientation provides the feeling of a narrower street which promotes pedestrian-friendly environments.
- Creates aesthetically pleasing and organized neighborhood streetscape.
- Most importantly, this orientation utilizes land more efficiently.

The build-to line requirement also enforces the aesthetics further by identifying buildings at street intersections as "Landmark Buildings," which is a building located at a street intersection requiring design elements incorporating architectural features which emphasize the importance of such a location. Port Washington Road is the commercial heart of the Village and also the unofficial gateway for both south and north traffic. Identifying intersection construction to feature unique elements highlights both this concept of an unofficial gateway and the high-value being created within the PWO.

Setbacks and Height. One of the intentions of the PWO is to incentivize development and redevelopment through flexibility in site orientation. Street setbacks have been replaced by the build-to Line requirement while also slightly reducing minimum setbacks to the rear and side property lines which allows for greater site utilization. However, it is very important to note that Fox Point is majority residential and there are triggers within the PWO ordinance which maintains a buffer for projects which abut residential.

When adding flexibility, it is important to note that existing setbacks in the D Business District are as follows: 10-feet to side and rear (20-feet when abutting residential) and 15-feet plus $\frac{1}{2}$ the width of the abutting road to the street. These setbacks tend to create developments with large (often underutilized) parking lots, poor circulation for deliveries and visitors, and building orientation which wastes space. To alleviate these situations, new principal structures within the PWO are allowed 5-feet side and rear

setbacks for those properties not abutting Single-Family Residential-zoned property. When abutting Single-Family Residential-zoned property, the minimum side and rear setback is 15-feet.

The PWO is designed with a two-story minimum for all developments. A zoning requirement for a two-story minimum, compared to a one-story minimum, provides advantages such as incentivizing mixed uses on smaller lots, maximizing land use by building upwards instead of outwards, potentially creating more green space, and facilitating the opportunity for more modern desirable business uses; these advantages are especially beneficial in communities with limited land availability (such as Fox Point which is built out and land-locked).

All residential zones (except the C Residence District) in the Village have a height limit of 40-feet. It is important to note this comparison because residential properties may utilize this height maximum by right. Structures with the minimum of two stories may not exceed 60-feet in height, however structures which abut a Single-Family Residential-zoned property may not exceed 35-feet in height. This means that any structure which utilizes a taller height (likely further north, near Port Washington Road and Brown Deer Road) would be located away from residential properties and those properties which abut residential would have parity in height.

PWO Rezoning Approval Process

Any individual attempting to utilize this tool would pursue a rezoning petition to the Village Board for a property to be zoned the D Business District with the PWO. Rezonings are a process under the purview of the Village Board and maintains more control than a Conditional Use approval process, especially following changes to Conditional Use law after 2017 (Act 67). This gives the community even more ability to really determine whether a project is appropriate.

This process would play out over a period of months. Residents would have multiple opportunities to gather information, to speak at a public hearing, and hear testimony in public meetings. Broadly speaking, a rezoning process begins with a petition to the Village Board, followed by a referral to the Plan Commission, and a recommendation by Plan Commission back to the Village Board for a Public Hearing and consideration.

Code Amendment Adoption Process

The Plan Commission unanimously recommended that the Village Board approve the PWO. Following a public hearing at the Village Board, a decision for adoption may be made.

Theoretically, there is no time-sensitive pressure to advance a code amendment. This process was initiated by staff to meet the goals of the community's Comprehensive Plan and facilitate a healthy commercial corridor. If any concerns arise during a public hearing or Village Board review, and motion is made, Staff can amend the draft document prior to adoption.

Recommendation

Staff recommends that the Village Board approve the draft Port Washington Overlay district code amendment following a mandatory public hearing.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**AN ORDINANCE TO CREATE SECTION 745-22.5 OF THE VILLAGE OF FOX
POINT VILLAGE CODE TO CREATE A PORT WASHINGTON OVERLAY
DISTRICT IN THE VILLAGE OF FOX POINT**

WHEREAS, Village Staff recommended the Village of Fox Point Village Board create a new overlay district, the Port Washington Overlay District, to promote commercial activity while preserving the residential character of the Village of Fox Point; and

WHEREAS, the Village Board ~~has~~ initiated this proposed Zoning Code amendment and ~~has~~ referred the matter to the Village Plan Commission for report and recommendation pursuant to Wisconsin Statutes Section 62.23(7)(d)(2); and

WHEREAS, the Village of Fox Point Village Board held a public hearing regarding the proposed ordinance on or about _____, upon due notice as required by Wisconsin Statutes Section 62.23(7)(d)(1)b; and

WHEREAS, the Village Board received a report and recommendation from the Village Plan Commission in favor of adopting the ordinance to create the Port Washington Overlay District in the Village of Fox Point; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Village Board of the Village of Fox Point having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such amendment on the health, safety and welfare of the community, hereby determines that the amendment will not violate the spirit or intent of the Zoning Code for the Village of Fox Point, will not be contrary to the public health, safety or general welfare of the Village of Fox Point, and ~~the amendment~~ is consistent with the Village of Fox Point Comprehensive Plan.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 745 of the Village of Fox Point Municipal Code entitled "Zoning," Section 745-22.5 entitled "PWO Port Washington Overlay District" is hereby created as follows:

§ 745-22.5 PWO Port Washington Overlay District.

- A. Intent. The Port Washington Overlay District (PWO) is established to promote vibrant commercial activity while preserving the unique residential character of the community. The intent of the PWO is to create a dynamic, mixed-use environment along the Port Washington Road corridor that enhances economic vitality, and permits greater flexibility in site orientation and use than the base district may allow.

- (1) Flexibility in Use. The PWO encourages a diverse mix of commercial, retail, office, residential, and mixed-use developments that contribute to the vibrancy and vitality of the areas adjacent to Port Washington Road. Flexibility in land use regulations within the PWO is intended to accommodate a variety of building types and sizes, fostering innovation, entrepreneurship, and economic growth.
- (2) Promoting Redevelopment. The PWO encourages the revitalization and redevelopment of underutilized or blighted properties along the Port Washington Road corridor. Redevelopment efforts may reuse existing structures where feasible, as well as the creation of new developments that complement the scale, character, and aesthetics of the surrounding built environment.
- (3) Residential Sensitivity. While promoting commercial activity and redevelopment, the PWO is mindful of its residential context and seeks to minimize adverse impacts on nearby neighborhoods. Redevelopment projects within the district should incorporate design features and site layouts that mitigate noise, traffic congestion, and other potential nuisances, while also respecting the scale and character of adjacent residential properties.

B. Application of regulations.

- (1) The PWO may be added to property in the D Business District that abuts Port Washington Road.
- (2) Upon adoption of a PWO rezoning ordinance, the underlying zoning regulations continue to apply, except as may be modified in this Section 745-22.5 and the PWO rezoning ordinance. The Village Board may modify provisions of the underlying zoning ordinance within the PWO rezoning ordinances, as the Village Board deems appropriate, to accomplish the intent of the PWO overlay, for any particular project, case by case.
- (3) Permitted Uses.
 - (a) Any use permitted in the underlying zoning District shall be permitted in the PWO, except the Prohibited Uses described in Subsection (4) below.
 - (b) Attached single-family and multi-family dwellings with appropriate quality and character may be permitted in a PWO.
 - i. When the planned development consists in whole or in part of residential units, each residential unit shall be occupied by only one family.
 - (c) Mixed-use development consisting of both commercial and residential with appropriate quality and character may be permitted in a PWO.
- (4) Prohibited Uses.
 - (a) Automobile sales and leasing, Automobile storage services, Automobile body/auto repair
 - (b) Gas/Convenience Stores
 - (c) Convenient cash businesses

- (d) Gun shops
- (e) Light/Heavy Industrial uses
- (f) Outdoor storage of materials
- (g) Pawnbrokers
- (h) Retail sales of tobacco, electronic smoking devices and related products
- (i) Any use found by the Village Board to be detrimental to the surrounding area or to the community as a whole by reason of noise, dust, smoke, odor, traffic, physical appearance or other similar factors.

C. Procedure.

- (1) Petition. Petition may be made to the Village Board by the owner/agent of the property. The applicant shall pay a fee as described in Chapter **63** of this Code. Such petition shall be accompanied by the following information:
 - (a) A detailed narrative statement describing the general character of the intended development, a general development plan, and other information pertinent to a determination as to the suitability and desirability for granting the proposed PWO project on the particular site. The applicant shall also provide the following:
 - i. An accurate map of the project area, including its relationship to surrounding properties.
 - ii. Statistical data on total size of project area, area of open space, density computation and proposed number of residential units (if applicable), proposed use, impact upon municipal services and any other similar data pertinent to a comprehensive evaluation of the proposed development.
 - iii. The pattern of public and private roads, driveways, and parking facilities, and intended design standards.
 - iv. The size, arrangement, and location of lots and/or of proposed structures.
 - v. The location of sewer and water facilities, drainage facilities, stormwater retention or detention basins, and any and all plans to control or reduce flooding on the subject site, and from the subject site to any and all areas on or off the site, whether within or outside the corporate limits of the Village.
 - vi. Architectural renderings illustrating the design and character of proposed structures, including schematic cross-sectional drawings related to neighboring structures.
 - vii. General landscape treatment.
 - viii. Existing topography and storm drainage pattern and proposed storm drainage system showing basic topographic changes.

- ix. Garbage, recyclable materials, yard waste, or hazardous material collection, storage and pickup facility plans.
- (b) A general summary of financial factors such as value of structures, estimated improvement costs, amount proposed for landscaping and special features, estimated sale or rental price, and total anticipated development cost of the project.
- (2) Referral to Plan Commission. Such petition shall be referred to the Plan Commission for study and investigation. The Plan Commission shall make its recommendation to the Village Board as to the appropriateness and desirability of the proposed development plans, and any changes or additional conditions applicable to such plans which it may feel necessary or appropriate.
- (3) Public hearing. Upon receipt of the Plan Commission's recommendation, the Village Board shall before taking action to approve such petition hold a public hearing on the proposal, following class 2 notice as described in Wisconsin Statutes Chapter 985. Notice for such hearing shall include reference to the consideration of the specific proposed project development plans. Notice of hearing shall also be mailed to the owners of all property located within 500 feet of the property that is the subject of the PWO petition at least 10 days prior to the hearing.

D. Setbacks, Height, Area, & Parking.

- (1) Build-to Line. No more than 50% of the front façade of any new principal structure may be set back more than 10 feet from the Port Washington Road property line.
 - (a) Landmark buildings. A building which is located at a street intersection shall be considered a landmark building subject to this subsection (a) and (b). Such buildings shall incorporate architectural features which emphasize the importance of such a location. Features may include a tower element, unique patterning of facade, bay or bow window element, building element with a height variation from the rest of the building, as well as other solutions.
 - (b) Landmark orientation. Landmark buildings located at a street intersection shall orient construction to the corner most near the identified street intersection. The building setback from the street corner may not exceed 5 feet from the property line. The construction may deviate from the Build-to Line requirement if determined by the Plan Commission that requirement may be reduced.
 - (c) Allowance for Multiple Principal Structures. Where multiple principal structures are proposed on a single development parcel, only the primary structure is required to align with the build-to line. Additional structures may be set back from Port Washington Road, provided they are located on a parcel greater than 1 Acre in size and meet the following standards:
 - i. Site Design and Orientation: Structures set back from the build-to line must be arranged to allow for site circulation, pedestrian pathways, and parking, and meet all other requirements of this chapter.

- ii. Use Compatibility: All principal structures set back from the build-to line must present proposed uses during the approval process that are complementary to those of the primary structure oriented at Port Washington Road and are consistent with the goals of the PWO.
- (2) Minimum Side and Rear Setbacks. New principal structures are allowed 5-foot side and rear setbacks for those properties not abutting Single-Family Residential-zoned property. When abutting Single-Family Residential-zoned property, **as described below**, the minimum side and rear setback is 15-feet.
 - (3) Height. Structures must be constructed with a minimum of two stories and may not exceed 60-feet in height. Structures which abut a Single-Family Residential-zoned property, **as defined below**, may not exceed 35-feet in height **within 100 feet of such abutting PWO lot line**.
 - (4) Parking. Parking spaces and driveways must be clearly defined, constructed, and maintained. Grass, landscaped areas, and bare earth areas are prohibited for any driveway or parking spaces. Parking spaces shall not be used for the storage or sale of merchandise, vehicle storage, vehicles for sale, or vehicle repair.
 - (a) Automobile parking requirements may adhere to the minimum number and dimensions of the D Business District, unless the Plan Commission determines that these minimums may be reduced. Applicants for parking reductions must present data determining number of stalls and their dimensions, turning radii of vehicles, number of employees, housing units, building square footage, customers, or any further justification for the reduction in parking minimums.
 - (5) **Abutting Defined.** For purposes of subsections (2) and (3) above, a property abuts a Single-Family Residential-zoned property when at least one of the following is true:
 - (a) **The lot line of the property physically touches a lot that is zoned A-1, A-2, A-3, B or C District, as shown in the official zoning map adopted pursuant to this code; or**
 - (b) **The lot line of the property is directly across any street from a lot that is zoned A-1, A-2, A-3, B or C District as shown in the official zoning map adopted pursuant to this code, measured perpendicular to the street from any point of such Single-Family Residential lot.**
- E. Basis for approval. The Plan Commission in making its recommendations and the Village Board in making its determination shall give consideration and satisfy themselves to the following:
- (1) In the case of proposed residential developments:
 - (a) That such development will create an attractive residential environment of sustained desirability and economic stability, compatible with the character of the Village and where the economic impact of the development in terms of income levels, property values, and service demands is substantially as beneficial to the community as that which could be anticipated under the underlying zoning.

(2) In case of proposed commercial developments:

- (a) That the proposed development will be adequately served by off-street parking and truck service facilities.
- (b) That the locations for entrances and exits have been designed to prevent unnecessary interference with the safe and efficient movement of traffic on surrounding streets.
- (c) That the architectural design, landscaping, control of lighting, and general site development will result in an attractive and harmonious service area compatible with the surrounding neighborhood.

F. Determination.

- (1) The Village Board, after due consideration, may deny the petition, approve the petition as submitted, or approve the petition subject to additional conditions. Such approval shall constitute approval of the specific project development plan.
- (2) The approval of a PWO project shall be based on and include as conditions thereto the building, site, and operational plans for the development as approved, as well as all other commitments offered or required as regard to project value, character, or other factors pertinent to an assurance the proposed development will be carried out as presented in the official submittal plan. Detailed construction and engineering need not necessarily be completed at the time the project is approved but the approval of such preliminary plans is conditioned upon the subsequent submittal and approval of more specific and detailed plans as the development progresses.
- (3) The developer shall enter into an appropriate development agreement, in recordable form, with the Village to guarantee the implementation and continued maintenance of the development according to the terms of the conditions established as part of the development plan approval. Any change or modifications to such approvals or the development itself shall be accompanied by an amendment to the development agreement in recordable form, which amendment shall leave in full force and effect all prior development contract terms not specifically amended. Such contracts shall be binding upon the developer's successors and assigns and shall run with the land.
- (4) Any subsequent change or addition to an approved plan shall first be submitted for approval to the Plan Commission, and if in the Commission's opinion such change or addition is not substantial, it may recommend approval to the Village Board. If such change or addition is construed to be substantial, a public hearing shall be held prior to affirmative action by the Village Board on such recommendation.
- (5) Failure to comply with the conditions and regulations as herein established and as specifically made applicable to a specific project development shall be cause for termination of the approval for said project. At least 15 days' notice shall be given to the developer to appear before the Plan Commission and answer any such charge of noncompliance. If the Plan Commission finds the charges substantiated, they shall then submit to the Village Board recommendations as to specific steps to be taken to terminate the development as rapidly as possible if the situation is not satisfactorily adjusted within a specific period. Such a termination should be in a manner which will achieve the maximum degree of the intended development objectives consistent

with environmental compatibility with the neighborhood and with the general welfare of the community.

SECTION 2. SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of _____, 2025.

Village of Fox Point

Christine Symchych, Village President

ATTEST:

Sara Bruckman, Village Clerk/Treasurer