

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

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

**TUESDAY
OCTOBER 13, 2020
7:00 P.M.**

NOTE: THE VILLAGE BOARD WILL BE MEETING ENTIRELY VIRTUALLY VIA TELEPHONIC AND VIDEO CONFERENCING. THE GOVERNING BODY WILL NOT BE PRESENT AT VILLAGE HALL. THIS MEETING IS OPEN TO ALL CITIZENS THROUGH THE ZOOM PARTICIPANT INFORMATION SHOWN BELOW. CITIZENS ARE ENCOURAGED TO SUBMIT ANY COMMENTS IN WRITING IN ADVANCE OF THE MEETING TO THE VILLAGE MANAGER AT sbotcher@villageoffoxpoint.com.

Zoom Participant Information

<https://us02web.zoom.us/j/83214594172>

Dial: (301) 715-8592

Meeting ID: 832 1459 4172

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. Per Fox Point Emergency Proclamation No. 3, there will be no citizen comments received during this meeting other than during this "persons desiring to be heard" agenda item, to avoid confusion and preserve order during the virtual meeting. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

3. 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 September 8, 2020 Village Board meeting. (page 1)
- b.** Approval of Resolution entitled "A Resolution Approving the Metro Milwaukee Fire/Emergency Services Mutual Aid Agreement". (page 5)
- c.** Approval of Resolution entitled "A Resolution Approving the 2021 North Shore Fire Department Fees For Service Schedule". (page 12)

- d. Approval of a Resolution authorizing an exception to the levy limits for charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484. (page 17)
- e. Set budget workshop for October 19, 2020 at 7:00pm and budget public hearing for November 23, 2020 at 7:00 pm.
- f. Accept the quote of Marek Landscaping in an amount not to exceed \$22,367 for the planting of perennials and landscape bushes around the Acacia Road bioswale and authorize the Village Manager to sign the quote per the Director of Public Works' memorandum dated October 6, 2020. (page 19)
- g. Accept the bid of Wallace Tree and Landscape, Inc. in an amount not to exceed \$69,300 for the removal of dead and dying ash trees in the Village and dead and dying trees on property owned by the Village in the City of Glendale and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated October 6, 2020 (page 22)
- h. Approve the three-party State Municipal Agreement for the design of Lake Drive between the Village of Fox Point, the Wisconsin Department of Transportation and Kapur & Associates in an amount not to exceed \$107,000 and authorize the Village President and Village Clerk/Treasurer to sign the agreement per the Director of Public Works' memorandum dated October 6, 2020. (page 26)
- i. Approve payment of the bills in the amount of \$688,719.51 for the period September 1, 2020 through September 30, 2020 per the report submitted by the Village Manager. (page 44)

4. Unfinished Business

a. Comprehensive Plan Special Committee Report

The Village Board will receive a report regarding the Comprehensive Plan Special Committee from Assistant Village Manager, Michael Pedersen.

5. New Business

a. Beach Drive Report

The Village Board will receive and may discuss a report from the Village Engineer regarding the Beach Drive project as requested at last month's meeting. The Director of Public Works will provide an update on the costs to stabilize the northernmost shoreline along Beach Drive (between 8000 and 8040) and provide further details on the ownership of the parcels along this portion of the shoreline. (page 57)

b. Treatment of chicken structure, chicken coops and beehives under the zoning code

The Village Board will discuss and may act to refer to the Plan Commission for report and recommendation, and set a public hearing, for an ordinance to repeal and recreate Sections 745-2 and 735-7 (3)(h)(6) and to create Section 745-7(D)(5), regarding zoning code treatment of chicken enclosures, chicken coops and beehives in the Village of Fox Point. (page 120)

6. Future Agenda Items

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

7. 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 Frazer
- b. Trustee Fonstad
- c. Trustee Symchych
- d. Trustee Sumner
- e. Trustee Tirado
- f. Trustee Kravit
- g. Trustee Ollman
- h. Village Manager Scott Botcher

8. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: NOVEMBER 10, 2020 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 MINUTES
SEPTEMBER 8, 2020**

A meeting of the Fox Point Village Board was held on Tuesday, September 8, 2020 entirely virtually via telephone and video conferencing and available to attend through Zoom, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:01 p.m. President Frazer asked the Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Marty Tirado
Trustee Liz Sumner
Trustee Bill Kravit (signed in at 7:05 p.m.)
Trustee Greg Ollman

Also present via Zoom were Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Department of Public Works Director Scott Brandmeier, Village Attorney Eric Larson and Village Clerk Treasurer Kelly Meyer.

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

Persons desiring to be heard

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. Per Fox Point Emergency Proclamation No. 3, there will be no citizen comments received during this meeting other than during this "persons desiring to be heard" agenda item, to avoid confusion and preserve order during the virtual meeting. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

Lance and Julie Parve, 500 E Fox Dale Court

Mr. and Mrs. Parve asked the Village Board to clarify the definition of accessory structure under Village Code Section 579-17.5, Keeping of Chickens.

Without objection and hearing no other remarks, President Frazer closed the public comment period.

Consent Agenda

- a. Approve the minutes of the August 11, 2020 Village Board meeting.
- b. Approve the Green Infrastructure Ten-Year Maintenance Covenant for Calumet Road Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the covenant pursuant to the Director of Public Works' memorandum dated September 2, 2020.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
SEPTEMBER 8, 2020**

- 46 c. Approve Change Order No. 2 from Kapur & Associates in an amount not to exceed
47 \$26,852 for geotechnical borings and investigations on the Barnett Road ravine
48 stormwater project and authorize the Village President and Village Clerk/Treasurer to
49 sign the change order pursuant to the Director of Public Works' memorandum dated
50 September 2, 2020.
51
- 52 d. Approve Change Order No. 1 from WSO Grading & Excavating in an amount not to
53 exceed \$30,000 for additional shoreline stabilization activities along Beach Drive and
54 authorize the Village President and Village Clerk/Treasurer to sign the change order
55 pursuant to the Director of Public Works' memorandum dated September 2, 2020.
56
- 57 e. Approve the request of Friendship Circle to use Village streets on Sunday, September
58 13, 2020 for their 2020 Bike4Friendship event per the Assistant Village Manager's
59 memorandum dated September 2, 2020.
60
- 61 f. Approve payment of the bills in the amount of \$289,025.41 for the period August 1,
62 2020 through August 31, 2020 per the report submitted by the Village Manager.
63

64 Trustee Fonstad requested the removal of agenda item 3a; Trustee Ollman requested
65 the removal of agenda item 3d.
66

67 *Motion made by President Frazer, seconded by Trustee Sumner, and carried by*
68 *roll call vote (6-0, Not Present-Trustee Kravit), the Village Board approved the*
69 *consent agenda, as modified, with the removal of items 3a and 3d.*
70

71 **Minutes of August 11, 2020**
72

73 Trustee Fonstad requested the minutes be modified with the following changes:
74

75 LINES 38 & 39: restate the second sentence to say: "He is supportive of erosion protection and
76 shoreline restoration generally but against picnic tables and parking spaces."
77

78 LINE 53: change "7850" to "7250"
79

80 LINES 59 & 60: restate the first sentence to say: "Mr. Tarney said Beach Drive is well used for
81 walking, running, biking and sightseeing and that he has deep concerns about designating the
82 land east of Beach Drive a public park."
83

84 LINE 69: change "Beach Circle" to "Links Circle"
85

86 LINE 229: add: Thomas LaConte 7110 N. Barnett Lane. Mr. LaConte said he owns three lots on
87 Beach Drive and that he opposes adding benches, swimming, or parking to this area."
88

89 *Motion made by Trustee Fonstad, seconded by President Frazer, and carried*
90 *unanimously by roll call vote (7-0), to approve the Village Board minutes of*
91 *August 11, 2020 with the modifications, as stated in lines 38 and 39, line 53,*
92 *Lines 59 and 60, Line 69, and Line 229, as above.*
93
94
95
96
97

**VILLAGE OF FOX POINT
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SEPTEMBER 8, 2020**

Change Order No. 1 from WSO Grading & Excavating in an amount not to exceed \$30,000 for additional shoreline stabilization.

Motion made by President Frazer, seconded by Trustee Fonstad, to approve Change Order No. 1 from WSO Grading & Excavating in an amount not to exceed \$30,000, for additional shoreline stabilization activities along Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated September 2, 2020.

Discussion ensued.

Trustee Fonstad called the question.

Motion passed by roll call vote (4-3, Opposed-Trustee Tirado, Trustee Ollman, Trustee Kravit).

Proposal to Refinance 2011 Bonds

Baird Director Justin Fischer

Justin Fischer, a Director at Baird gave a presentation regarding the refinancing of the 2011 bonds.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to authorize the execution of the engagement letter and authorize the Village Manager to pursue a private placement, as referenced on page 55 and 59 of the agenda packet and consistent with the Village Manager's Memorandum.

Future Agenda Items

Motion made by Trustee Kravit, seconded by Trustee Ollman, and carried by roll call vote (7-0), to place a report by the Director of Public Works on the next agenda concerning the fulfillment of contractual terms connected to recent work on the shoreline adjacent to North Beach Drive, the ownership interests of the parcels between 8000 North Beach Drive and 8040 North Beach Drive located between North Beach Drive and Lake Michigan, and the interaction or involvement of those property owners with the contractual work being performed.

Announcements

Village Manager Scott Botcher announced the Comprehensive Plan Special Committee will hold a meeting on September 14th, 2020 at 8:00 a.m.

Village Manager Scott Botcher reported the Village of Fox Point has prepared a submittal for the CARES Act, which was enacted in response to COVID-19. The Village of Fox Point's estimate for available funds (in the form of grants) is approximately \$106,000. The deadline for the CARES Act submittal is September 15, 2020.

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Closed Session

Motion by President Frazer, second by Trustee Fonstad, and carried unanimously by roll call vote (7-0), to adjourn into closed session at 7:58 p.m., pursuant to Wisconsin Statutes Section 19.85(1)(e) to Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Specifically, to review and discuss the 1985 Joint Library Agreement entered into by Glendale, Fox Point, River Hills and Bayside and issues and opportunities arising from Glendale's notice of withdrawal.

Reconvene into Open Session

Motion made by Trustee Fonstad, seconded by Trustee Ollman, and carried by roll call vote (7-0), to reconvene into open session at 8:59 p.m.

President Frazer stated that on the matter of the library, agenda item 7a, the village board took no action.

Adjourn

Motion made by President Frazer, seconded by Trustee Fonstad, and carried unanimously by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 9:01 p.m.

Respectfully submitted,

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

RESOLUTION NO. 2020-XX**A Resolution Approving the Metro Milwaukee
Fire/Emergency Services Mutual Aid Agreement**

WHEREAS, the Board of Directors of the North Shore Fire Department has recommended the Agreement for Mutual Assistance, attached to and made a part of this Resolution, be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

WHEREAS, the Agreement requires that all agreements for mutual assistance must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval; and

WHEREAS, upon approval by not less than five (5) of these seven (7) municipalities the appropriate North Shore Fire Department officials are authorized to execute the Agreement for Mutual Assistance; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the Village of Fox Point hereby approves the Agreement for Mutual Assistance in the form presented as attached and directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

PASSED AND ADOPTED by the Village Board of the Village of Fox Point this ____ day of _____, 2020.

VILLAGE OF FOX POINT

Village President

Countersigned:

Village Clerk/Treasurer

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: Board of Directors
Date: September 8, 2020
Subject: Agreement for Mutual Assistance

In 2014, the Fire Department Board of Directors and a majority of municipalities in Milwaukee County entered into an Agreement for Mutual Assistance specific to fire and emergency medical services. Since that time, the Agreement has resulted in the development of borderless dispatch in many communities in Milwaukee County, thus improving service to residents.

In 2019, the City of Franklin expressed concern regarding language in the Agreement and asked for consideration of changes to the Agreement. At the direction of the Intergovernmental Cooperation Council of Milwaukee County, the 2014 Agreement was reviewed by legal counsel for the League of Municipalities Insurance Company, the Cities/Villages Mutual Insurance Company and the City of Milwaukee as a means to address concerns brought by the City of Franklin. These three entities insure a vast majority of the municipalities in Milwaukee County.

The Agreement enclosed has received approval of the legal counsel of those groups and is scheduled to be considered for recommendation for approval to the municipalities in Milwaukee County by the ICC on September 14.

In anticipation of the ICC adopting a recommendation, I am submitting the Agreement to the North Shore Fire Department Board of Directors for consideration of recommendation of adoption of the Agreement to the seven member municipalities at its September 15 meeting.

The North Shore Fire Services Agreement requires approval of the governing bodies of at least five (5) of the seven (7) member municipalities to enter into the Agreement. If/once approved, the Resolution authorizes the Fire Chief to enter into the Agreement.

It is my request that the Board consider Resolution 20-04 recommending the Agreement for Mutual Assistance to the member municipalities.

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, ("Agreement"), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as "the Parties" or "the Departments" and individually as "a Party" or "a Department"), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder's municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

RESOLUTION NO. 2020-XX**A Resolution Approving the 2021 North Shore Fire
Department Fees For Service Schedule.**

WHEREAS, the Board of Directors of the North Shore Fire Department has recommended that the 2021 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

WHEREAS, the Agreement requires that all fees for service must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by not less than five (5) of these seven (7) municipalities; and

WHEREAS, upon approval by not less than five (5) of these seven (7) municipalities the appropriate North Shore Fire Department officials are authorized to charge and collect the Service Fees; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the Village of Fox Point hereby approves the Service Fees in the form presented as attached and directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

PASSED AND ADOPTED by the Village Board of the Village of Fox Point this ____ day of _____, 2020.

VILLAGE OF FOX POINT

Village President

Countersigned:

Village Clerk/Treasurer

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: Village Boards/Common Council
Date: September 15, 2020
Subject: 2021 Fee Schedule

Enclosed is the proposed 2021 Fee for Service Schedule and Resolution 20-03 for your consideration.

The Fee Schedule is annually updated by the Board of Directors and requires that at least five of the seven member municipalities pass a local resolution regarding the fee schedule at the Council/Board level. There are three different types of fees charged by the Department, fees for emergency services, fees for fire prevention permits/inspections and administrative fees. The North Shore Fire Department Board recommended approval of this fee schedule to the member municipalities at its September 15, 2020 Meeting.

Fees for Emergency Services

This area primarily consists of fees for emergency medical services provided by the Department. All EMS fees have been adjusted by 3.5% which is in the Medical Care Commodities and Medical Care Service CPI for 2020. The increase was used in the development of the 2021 Budget.

Fire Prevention Permits/Inspections

The fee schedule in this area has no changes from 2020.

Administrative Fees

The fee schedule in this area has no changes from 2020.

Item	2020	2021
BLS service and/or treatment without transport (Resident)	135.97	140.72
BLS service and/or treatment without transport (Non-Resident)	203.29	210.40
BLS service lift assist not in EMS High-Utilizer Program	202.60	209.69
Paramedic service and/or treatment without transport (Resident)	168.97	174.88
Paramedic service and/or treatment without transport (Non-Resident)	231.01	239.10
BLS service with transport (Resident)	821.74	850.51
BLS service with transport (Non-Resident)	949.12	982.34
Paramedic service with transport Level - ALS-1 (Resident)	937.95	970.78
Paramedic service with transport Level - ALS-2 (Resident)	1030.97	1067.05
Paramedic service with transport Level - ALS-1 (Non-Resident)	1057.37	1094.37
Paramedic service with transport Level - ALS-2 (Non-Resident)	1219.73	1262.42
Paramedic service and invasive treatment without transport (Resident)	168.97	174.88
Paramedic service and invasive treatment without transport (Non-Resident)	237.61	245.93
Defibrillation	156.28	161.75
IV and supplies	81.84	84.71
Intubation	176.64	182.82
ALS supplies	130.23	134.79
Oxygen and supplies	101.64	105.20
Mileage (rate per loaded mile)	21.88	22.65
EKG	135.97	140.72
Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, D10, Duoneb, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpujet), Versed, Zofran Tabs, Zofran IV, acetaminophen/Tylenol, Ketorolac/Toradol	43.56	45.09
Drugs, Group-2: Calcium Chloride, Lidocaine	50.16	51.92
Drugs, Group-3: Fentanyl, Ketamine, Midazolam, Narcan, Noephinephrine, Epinephrine, Sodium Bicarbonate	64.68	66.95
Dexamethasone	79.21	81.98
Epinephrine by Epi-pen	129.37	133.89
Adenosine	121.45	125.70
Glucagon, up to 1 Mg	218.79	226.45
Solmedrol, 41-125 Mg	79.21	81.98
E-Z IO	162.37	168.05
Spinal Immobilization	168.97	174.88
Triage barcode wristbands	3.96	4.10
Cyano-kits	1432.57	1482.71
CPAP mask	72.93	75.48
LUCAS Suction Cup and ResQPOD	250.00	258.75

Fire Prevention Permits/Inspections:

	2020	2021
Fire Department Services for Vehicles	\$500	\$500
Occupancy Inspection	\$75.00 (\$25/multi-family unit with \$75	\$75.00 (\$25/multi-family unit with \$75
Work without Permit	Double normal fee	Double normal fee
Re-inspection Fee	\$75	\$75
Special Plan Review/Inspection	Subject to actual cost	Subject to actual cost
Variance Requests	\$100/code section	\$100/code section
Inspection Request (less than 72 hrs notice)	\$75/hr 2 hr. minimum	\$75/hr 2 hr. minimum
Inspection Non-Business Hours	\$100/hr 2 hr. minimum	\$100/hr 2 hr. minimum

Plan Review (Includes Site Inspection):

	2020	2021
Construction Compliance with Fire Code	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Fire Alarm and Detection Systems	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Audio/Visual Annunciation Systems	\$250 up to 20 devices, \$500 over 20 devices	\$250 up to 20 devices, \$500 over 20 devices
Hood and Duct Suppression Systems	\$100 per system	\$100 per system
Other Suppression Systems (FM200, Cardox, etc.)	\$100/plan	\$100/plan
Smoke Evacuation	\$75/plan	\$75/plan
Water-based Sprinkler Systems (new or altered <20 heads)	\$100	100
Water-based Sprinkler Systems (new or altered >20 heads)	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Spray Booth Operations	\$100	100

Acceptance Tests:

	2020	2021
Hydro-test of Sprinkler Piping (2 hr. test)	\$125	\$125
Fire Pump	\$100	\$100
Fire Alarm and Detection System	\$100	\$100
Hood and Duct Suppression System	\$100	\$100
Other Suppression	\$100	\$100

Smoke Evacuation System	\$100	\$100
Spray Booth System	\$100	\$100

Other Permit Items:

	2020	2021
Bonfires, Cermonial Fires, Vegetation Burns	\$50	\$50
Hot Work	\$25	\$25
Indoor Vehicle Exhibits	\$25	\$25
Building Demolition	\$250	\$250
Tents for Public Assembly >400 sq. ft.	\$50	\$50
Temporary Fuel Storage	\$50	\$50
Fireworks Displays	\$125	\$125
Code Consulting/Emergency Planning	\$75/hour	\$75/hour

Administrative/Other Fees:

	2020	2021
CPR Certification Skill Check-Off Only	\$55/student	\$55/student
CPR Certification	\$75/student	\$75/student
Open Records Requests	\$.10/page	\$.10/page
Record Locating Fees	As determined by the record custodian only if over \$50 per request.	As determined by the record custodian only if over \$50 per request.
Event Stand-by	Cost of personnel (loaded wage), vehicles/ supplies, plus 25% administrative fee.	Cost of personnel (loaded wage), vehicles/ supplies, plus 25% administrative fee.

**In the Matter of Authorizing an Exception to
the Levy Limits for Charges for the North
Shore Fire Department Pursuant to 2005
Wisconsin Act 484**

RESOLUTON NO. 2020-XX

WHEREAS, the Village of Fox Point is a participating member of the North Shore Fire Department under the North Shore Fire Services Agreement, and

WHEREAS, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

WHEREAS, Act 484 creates Section 66.0602(3)(h), Wis. Stats., which statute provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

WHEREAS, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on September 30th of the year of the levy, plus 2%; and

WHEREAS, the exception to levy limits under Act 484 further only applies if the governing body of each city and village served by the North Shore Fire Department adopts a resolution in favor of exceeding such levy limit as may be applicable;

NOW THEREFORE, BE IT RESOLVED that the Village of Fox Point hereby authorizes a levy for charges assessed by the joint fire department which exceeds the limit as described and imposed by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h)2a, Wis. Stats., and

BE IT FURTHER RESOLVED that this resolution shall not be construed as authorizing the North Shore Fire Department to adopt any particular budget, but rather that the Act 484 budget formula shall be deemed a maximum limit on any budget increase which is duly adopted under all applicable procedures and requirements of the North Shore Fire Services Agreement.

PASSED AND ADOPTED by the Village Board of the Village of Fox Point this ____ day of _____ 2020.

Village President

Countersigned:

Village Clerk/Treasurer

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: NSFD Member City Council/Village Boards
Date: September 15, 2020
Subject: Resolution 20-02

Section 66.0602(3)(h) provides that levy limits otherwise applicable to municipalities under Chapter 66 of Wisconsin Statutes do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.

The exemption applies if the total charges assessed by the Department for the budget year do not exceed the previous year's charges by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban consumers, US City Average, as determined by the US Department of Labor for the 12 months ending on September 30th of the year of the levy plus 2%. Additionally, the Statute requires that for the exemption to be applicable, the governing bodies of all the cities and villages served by the Department must adopt a resolution in favor of exceeding such levy limit.

The applicable CPI change is 1.0% (estimated), so under State Statute, the allowable increase is 3.0%. The Department's actual increase in charges is 1.5%.

It is my understanding that several member municipalities are interested in using the levy limit exemption for 2021. The North Shore Fire Department Board of Directors voted to recommend approval of this resolution to the seven member communities at its meeting on September 15, 2020. Enclosed is a resolution for consideration by each member municipality. It is important each community consider this resolution prior to November 15, 2020.

If approved, please forward a signed copy of your municipality's resolution.



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: October 6, 2020
Re: Recommendation for Acceptance of Quote for Landscaping on Acacia Road

During construction of the stormwater features, including the biofiltration basin (green infrastructure) on Acacia Road, staff was approached by residents in the area requesting the installation of bushes and plantings around each of the two basins. Staff also met with our consultant and the Village Forester to develop a reasonable plan for plantings around each of the basins – focusing on perennials and bushes that will not require replanting.

Staff contacted four separate landscape contractors (Marek, David J. Frank, Secret Garden and Landworks) and consultant contacted the prime contractor (Wood) to obtain quotes to install the plantings around the basins. The total number of plantings exceeds seven different species and over 100 plantings. Only two contractors responded: David J. Frank and Marek. Marek provided a quote in the amount of \$22,367 and David J. Frank provided a quote in the amount of \$24,500 both of which include the necessary plantings and one year of maintenance.

I have reviewed the quote from Marek and find the cost to be very reasonable; in essence, the cost for labor, materials and fertilization is less than \$200 per plant and another approximate \$30 per plant for one year of maintenance. Given that there is adequate funding for the project (we are projected to be approximately \$40,000 under budget on the storm/water portion of the project), it is my recommendation that the Village Board accept the quote of Marek Landscaping in the amount of \$22,367. It is my further recommendation that the Village Board authorize the Village Manager to sign the agreement on behalf of the Village.



2020 UTILITY RECONSTRUCTION

Marek Landscaping LLC

Client Name: Village of Fox Point

Project Name: 2020 Utility Reconstruction Planting

Jobsite Address: 8308 N Indian Creek Pkwy Fox Point, WI 53217

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

Estimate ID: EST2108839

Date: Sep 16, 2020

Trees and Shrubs with Soil Amendments

\$19,087.00

Includes elemental sulfur soil amendments to be spread across entire basins, including sides. Includes 3-inches of double shredded hardwood bark mulch to be installed on top of soil amendments. Also includes 1 fertilizer pack per 2-GAL pot, and 3 fertilizer pack per tree/shrub > 6-foot and engineered topsoil to be mixed with soil for back filling on trees and shrubs.

*(22 total) #2 Bergeson dogwood -sub for #3 Alleman's Compact Dogwood

*(58 total) #1 Gray's Sedge - sub for #1 Bottlebrush Sedge

*(2 total) 6' JN Strain Musclemwood - sub for 6' Ball O Fire Musclemwood

*(25 total) #2 Dwarf Bush Honeysuckle - sub for #3 Dwarf Bush honeysuckle

(1 total) 6' Eastern Redcedar

(1 total) 2" Cal. Tree - Hybrid Swamp x Bur Oak

*(8 total) 6' Twister Swiss Stone Pine - sub for Short Stuff Swiss Stone Pine

*INCLUDES SUBSTITUTION

Maintenance

\$3,280.00

Includes 1 year of maintenance including watering, pruning, and trash removal.

Subtotal \$22,367.00

Taxes \$0.00

Estimate Total **\$22,367.00**

Payment Terms: Please provide a down payment of 1/2 of the total contract amount. Remaining balance due upon project completion. Payment required within 10 days of invoice.

125 W Melvina Street Ste 1

Milwaukee, WI 53212

2020 Utility Reconstruction Planting [EST2108839]

p. 414-272-0242

f. 414-272-0243

www.mareklandscaping.com

email: jamie@mareklandscaping.com

Page 1 of 2

Estimate authorized by: _____
Company Representative

Signature Date: _____

Estimate approved by: _____
Customer Representative

Signature Date: _____



TO: Fox Point Village Board

THRU: Scott Brandmeier, Village Engineer/DPW Director *SB*

COPY: Scott Botcher, Village Manager *SAB*

FROM: John T. Gall, Village Forester *JTG*

SUBJECT: Contract Award – Emerald Ash Borer Initiative - Tree Removal

DATE: October 06, 2020

- Bid packages were sent to seven tree care firms. We received bids from five qualified bidders for the "Ash Removal Project." One qualified bid was received for the "Other Tree Removals Project."
- The "Other Tree Removals Project" consists of removing (9), very large diameter overmature trees located on Village owned property in the City of Glendale, 6751 North Green Bay Road. These trees are at the eastern edge of the property and consist of (1) Willow and (8) Cottonwood trees adjacent to the Glen Pointe II Condominium Association property.
- The estimated number of ash trees to be removed under this contract is 71, ranging from 16 inches to 37 inches diameter at breast height (DBH). Additional ash trees may be added to the project later in the contract period if it is determined there is a need to remove additional trees due to an uptick of Emerald Ash Borer activity. These removals would be at the same unit pricing as was submitted with their proposal and are included in the not to exceed price.
- Tree removal and stump treatment will occur beginning late fall and conclude at the end of the calendar year. Village staff will be performing the stump removal in spring 2021 for those trees that do not receive stump treatment. All site restoration to be completed by Village staff by May 30, 2021.
- I request that you award our 2020 Emerald Ash Borer Initiative Tree Removal and the 2020 Other Tree Removals Contract to **Wallace Tree and Landscape, Inc.**, 6115 North Flint Road, Glendale, WI 53209 for a **total contract price not to exceed \$69,300.00**. This includes the 2020 Emerald Ash Borer Project at a cost of up to **\$45,000.00**, and the 2020 Other Tree Removals Project for the **lump sum amount of \$24,300.00**. Funding for this contract to come from Capital Projects Fund #40-91600-833.

VILLAGE OF FOX POINT

ASH TREE REMOVAL BID TABULATION - OCTOBER 6, 2020 12:00 PM

TREE REMOVAL

STUMP TREATMENT

BIDDER	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL
Bark River Tree Service S21 W35990 Parry Rd. Dousman, WI 53118	16-18"	308	\$37.50	\$11,550.00	16-18"	83	\$1.00	\$83.00
	19-24"	672	\$37.50	\$25,200.00	19-24"	64	\$1.00	\$64.00
	25-30"	444	\$37.50	\$16,650.00	25-30"	25	\$1.00	\$25.00
	31"+	167	\$37.50	\$6,262.50	31"+	0	\$1.00	\$0.00
TOTAL TREE REMOVAL				\$59,662.50	TOTAL STUMP TREATMENT			
					TOTAL BID PROPOSAL			
					\$172.00			
					\$59,834.50			

TREE REMOVAL

STUMP TREATMENT

BIDDER	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL
Crawford Tree & Landscape 8760 W Calumet Rd Milwaukee, WI 53224	16-18"	308	\$29.00	\$8,932.00	16-18"	83	\$1.75	\$145.25
	19-24"	672	\$34.00	\$22,848.00	19-24"	64	\$1.75	\$112.00
	25-30"	444	\$43.00	\$19,092.00	25-30"	25	\$1.75	\$43.75
	31"+	167	\$59.00	\$9,853.00	31"+	0	\$1.75	\$0.00
TOTAL TREE REMOVAL				\$60,725.00	TOTAL STUMP TREATMENT			
					TOTAL BID PROPOSAL			
					\$301.00			
					\$61,026.00			

TREE REMOVAL

STUMP TREATMENT

BIDDER	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL
Limbwalkers Tree Service W216 S10898 Crowbar Dr. Muskego, WI 53150	16-18"	308	\$29.00	\$8,932.00	16-18"	83	\$0.25	\$20.75
	19-24"	672	\$29.00	\$19,488.00	19-24"	64	\$0.25	\$16.00
	25-30"	444	\$29.00	\$12,876.00	25-30"	25	\$0.25	\$6.25
	31"+	167	\$29.00	\$4,843.00	31"+	0	\$0.25	\$0.00
TOTAL TREE REMOVAL				\$46,139.00	TOTAL STUMP TREATMENT			
					TOTAL BID PROPOSAL			
					\$43.00			
					\$46,182.00			

VILLAGE OF FOX POINT

ASH TREE REMOVAL BID TABULATION - OCTOBER 6, 2020 12:00 PM

TREE REMOVAL

STUMP TREATMENT

BIDDER	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL
M & Tree Care 8844 W Calumet Rd Milwaukee, WI 53224	16-18"	308	\$18.00	\$5,544.00	16-18"	83	\$2.00	\$166.00
	19-24"	672	\$24.00	\$16,128.00	19-24"	64	\$2.00	\$128.00
	25-30"	444	\$30.00	\$13,320.00	25-30"	25	\$2.00	\$50.00
	31"+	167	\$36.00	\$6,012.00	31"+	0	\$2.00	\$0.00
TOTAL TREE REMOVAL				\$41,004.00	TOTAL STUMP TREATMENT			
					TOTAL BID PROPOSAL			
					\$41,348.00			

TREE REMOVAL

STUMP TREATMENT

BIDDER	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL	DIAMETER CLASS	EST. DIAMETER INCHES	UNIT PRICE PER INCH	EXTENDED TOTAL
Wallace Tree and Landscape 6115 North Flint Road Glendale, WI 53209	16-18"	308	\$24.99	\$7,696.92	16-18"	83	\$0.75	\$62.25
	19-24"	672	\$24.99	\$16,793.28	19-24"	64	\$0.75	\$48.00
	25-30"	444	\$24.99	\$11,095.56	25-30"	25	\$0.75	\$18.75
	31"+	167	\$24.99	\$4,173.33	31"+	0	\$0.75	\$0.00
TOTAL TREE REMOVAL				\$39,759.09	TOTAL STUMP TREATMENT			
					TOTAL BID PROPOSAL			
					\$39,888.09			

VILLAGE OF FOX POINT

ASH TREE REMOVAL BID TABULATION - OCTOBER 6, 2020 12:00 PM

ALTERNATE BID - OTHER TREE REMOVALS

BIDDER	
Wallace Tree and Landscape	
6115 North Flint Road	
Glendale, WI 53209	
	LUMP SUM BID
	\$24,300.00



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 6, 2020
Re: Recommendation for Approval of Three-Party Agreement Between the Department of Transportation, Kapur & Associates and the Village of Fox Point

In February, Village staff and the Department of Transportation (DOT) interviewed six consultants to be considered for the resurfacing of Lake Drive. The consultants included Ayres Associates, Michael Baker Associates, raSmith, Short Elliott Hendrickson (SEH), Baxter Woodman, and Kapur & Associates. In accordance with DOT procedures, consultants are selected based on a qualifications-based selection process (QBS) and, afterwards, the fees are negotiated.

After lengthy interviews with each of the six consultants, the list was narrowed to three consultants – raSmith, SEH, and Kapur. Each of these three consultants were then requested to provide additional references and documentation so that the DOT and staff could further evaluate their qualifications. After the submittal of the information, the DOT and staff agreed that Kapur & Associates presented the best qualifications for the project.

Since that decision in late April, the parties have been discussing the level of effort and scope for the project and, recently, have held a series of Zoom meetings to further refine the scope of services. As noted in the Administrative Report for the week ending October 2, the DOT considers aspects of the project to be “participating” costs and other aspects to be “non-participating” costs. In particular:

1. The DOT is considering the project to be a perpetuation project and is currently only considering a mill and overlay of the existing surface. As a result, participating costs will include items related to a mill and overlay as well as the construction of bike lanes as long as the bike lanes can be accommodated within the current width of the road. Basically, the DOT considers participating costs to be anything between the east and west shoulders of the road.
2. Non-participating costs, on the other hand, will include any storm sewer or water main improvements, crosswalk improvements, intersection improvements, construction of green infrastructure, bike lane improvements that extend wider than the current width of the road, geotechnical borings and report, and replacement of pedestrian paths along the corridor.

Participating costs are broke into two categories: design and construction. The design fees are split between the DOT and the Village with the DOT paying for 75 percent of the costs. Construction costs for the mill and overlay are paid entirely by the DOT.

In contrast, non-participating costs will not be included in the three-party agreement as it is more cost effective to have a separate two-party agreement with Kapur to address the various other improvements. Namely, if the Village is to perform storm sewer and water main improvements as a result of resurfacing of the road, we are not required to comply with some state and federal requirements for a federally funded project. Not only will a separate two-party agreement reduce our consulting fees for the work to be performed, but it is anticipated that our construction costs will be lower as well. A separate two-party agreement will be presented to the Village Board at the November meeting.

At present, the scope of the project requires Kapur to prepare final plans and specifications by May 2023 with a possible let (bid) by the DOT in September 2023. The DOT is currently focused on resurfacing Lake Drive in 2024 though the work could be delayed until 2025. Non-participating items will be identified in the parallel two-party agreement with Kapur with a goal of constructing any storm sewer and water main improvements prior to the start of resurfacing.

The scope for the three-party agreement has been reviewed by the DOT and a draft of the scope is attached to this memorandum. Additionally, based on the State Municipal Agreement (SMA) between the DOT and the Village (also attached), the estimated cost share for the Village under the three-party agreement is \$107,000. The costs for the design work under the three-party agreement will be incurred over the approximate three-year design period with the Village reimbursing the DOT for its share of the costs.

Therefore, it is my recommendation that the Village Board approve the three-party agreement subject to review by the Village Attorney in an amount not-to-exceed \$107,000 and that the Village President and Village Clerk/Treasurer be authorized to sign the agreement on behalf of the Village.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: October 24, 2019

I.D.: 2225-00-03/73

Road Name: STH 32

Limits: School Road to Dean Road

County: Milwaukee

Roadway Length: 2.63 Miles

The signatory Village of Fox Point, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of Connecting Highway

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

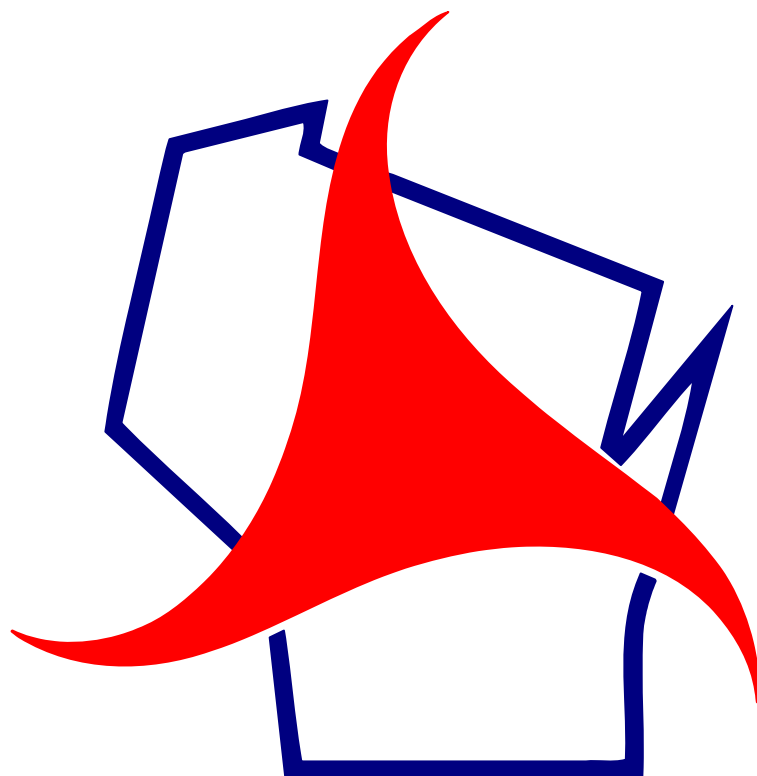
TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 407,625	\$ 305,719	75%	\$ 101,906	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 2,712,500	\$ 2,712,500	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	80%	\$ -	20%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 3,125,125	\$ 3,018,219		\$ 106,906	

* See Item 9 Basis for local participation in Terms and Conditions plans are complete.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or

Three-Party Design Contract Special Provisions



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THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS

Revised 05/26/16

This three-party design contract is between the Wisconsin Department of Transportation (DEPARTMENT), the Village of Fox Point (MUNICIPALITY), and Kapur & Associates, Inc. (CONSULTANT). The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

Sections A, B, D, E, F, G, H, I, K, N, O, and P are amended to substitute the DEPARTMENT for the MUNICIPALITY.

SCOPE OF SERVICES

Between School Road and Dean Road, Lake Drive (STH 32) is a rural two-lane undivided roadway with ditches, culverts, isolated storm sewer, and a pedestrian path located on the west side. This 2.6-mile project along a connecting highway is located within the Village of Fox Point. Special Provisions assume the following:

- Plans will include a pavement rehabilitation such as a mill and overlay.
- Roadway widening and Earthwork are not included in this CONTRACT.
- Added width for on-street bicycle accommodations is not included in this CONTRACT.
- Intersection improvements at Holly Court/Barnett Lane, Green Tree Road, Bell Road, Beach Drive, Bradley Road, and Dean Road are not included in this CONTRACT.
- Replacement of culverts and storm sewer are not included in this CONTRACT.
- Installation of Green Infrastructure Facilities are not included in this CONTRACT.
- New crosswalk locations and High-Visibility Pedestrian Crossings are not included in this CONTRACT.
- Curb ramps at new crosswalks and locations where the existing pedestrian path intersects side roads are not included in this CONTRACT.
- Repaving the existing pedestrian path is not included in this CONTRACT.
- Village of Fox Point sewer and water main design are not included in this CONTRACT.
- Advanceable Final PS&E date of May 1, 2023.
- Advanceable LET date of September 12, 2023.
- Final PS&E plans, specifications, cost estimates, and bidding documents will be submitted one time. Updating plans, specifications, cost estimates, and bidding documents for a second Final PS&E submittal due to a delayed LET are not included in this CONTRACT and shall be considered extra work.
- CONTRACT duration of 38 months.
- CONTRACT completion date of December 31, 2023.

A. DESIGN REPORTS

- (1) Request for Exceptions to Design Standards

Not included in this CONTRACT.

- (2) Encroachment Report

Not included in this CONTRACT.

(3) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- (a) Prepare the Final Scope Certification as part of the PROJECT per DEPARTMENT requirements.
- (b) Complete the Complete Streets Documentation as set forth in the MANUAL.
- (c) Complete the Design Study Report in accordance with the MANUAL, including a crash analysis based on five years of project site data. Crash diagrams are not included in this CONTRACT.
- (d) Prepare one (1) Transportation Management Plan (Type 3) with worksheets and exhibits in accordance with the MANUAL. Submit at the 60% stage and update for the Draft PS&E.
- (e) Complete the Traffic Control Decision Matrix per DEPARTMENT requirements.
- (f) Completing the Southeast Region Storm Water Spreadsheet as part of the PROJECT per DEPARTMENT requirements is not included in this CONTRACT.
- (g) Preparing a Storm Water Report per MUNICIPALITY requirements to document storm water quality and pollutant removal is not included in this CONTRACT.
- (h) Preparing a Traffic Study Memorandum is not included in this CONTRACT.
- (i) Preparing a Roadside Hazard Report is not included in this CONTRACT.
- (j) An Intersection Control Evaluation is not required and is not included in this CONTRACT.
- (k) A Pavement Design Report is not included in this CONTRACT.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no

action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Environmental Assessments:

Not included in this CONTRACT.

(2) Environmental Impact Statements:

Not included in this CONTRACT.

(3) Agricultural Impact Notice:

Not included in this CONTRACT.

(4) Section 4(f) Evaluation:

Not included in this CONTRACT. Preparing a Section 4(f) evaluation shall be considered extra work.

(5) Section 6(f) Evaluation:

Not included in this CONTRACT.

(6) Historical Surveys and Studies:

Not included in this CONTRACT. Prepare and submit a DT1030 for the screening list.

(7) Archaeological Surveys and Studies:

Not included in this CONTRACT. Prepare and submit a DT1030 for the screening list.

(8) Noise Analysis:

Not included in this CONTRACT.

(9) Air Quality:

Not included in this CONTRACT.

(10) Hazardous Materials/Contamination Assessments

- (a) Conduct a Phase I investigation for the PROJECT and prepare a report in accordance with the MANUAL. The report and assessment will include:

- i. A list/table and map of all sites listed within the database search in close proximity to the project corridor.
 - ii. Review historical database (topography maps, aerial maps, fire insurance maps, and Sanborn maps) for the project area.
 - iii. Site visit with site photos.
 - iv. Conduct file reviews as needed.
 - v. Prepare recommendations (Site Summary, HMASS, Appendix) for potential Hazardous Material Sites (where greater than 2' of excavation is required).
- (b) Further evaluations are not included in this CONTRACT and shall be considered extra work.
- (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

- (2) Section 404 Permits:

Not included in this CONTRACT.

- (3) Section 9 and 10 Permits:

Not included in this CONTRACT.

- (4) Prepare US Fish & Wildlife Service IPaC list as set forth in the MANUAL.

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Prepare all statements and documentation and present testimony at proceedings before the Office of the Commissioner of Transportation, or such other forum as may be designated by the DEPARTMENT.

(2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) TRANS 220
- c) The WisDOT "Guide to Utility Coordination"
- d) The "Utility Coordination Task List for Design Consultant Contracts" as agreed upon July 15, 2020.

(3) The DEPARTMENT/MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) Utility Negotiations/Agreements

Not included in CONTRACT.

E. PUBLIC INVOLVEMENT

The standard special provisions are deleted and replaced with the following:

The public involvement scope will include all informational meetings as well as all other meetings and efforts required for the project.

CONSULTANT will obtain MUNICIPALITY project manager (or designee) approval prior to the scheduling and conduct of all meetings under this task.

(1) Public Involvement Plan

The Public Involvement Plan, which describes the planned community involvement program will be updated for the PROJECT. CONSULTANT and MUNICIPALITY will implement the plan under this CONTRACT.

(2) Conduct Public Involvement Meetings (PIMs)

Conduct one (1) three-hour open house format PIMs at key stages:

- PROJECT Meeting One: introduce project, introduce project team, fact finding, open discussion with residents, present alternatives and probable impacts

The timing of the meetings will be determined by the MUNICIPALITY. Up to three CONSULTANT staff will attend each meeting.

Each PIM will be either online/virtual format or in-person, with a formal presentation prepared for the online format. The MUNICIPALITY will make the final determination for each meeting. CONSULTANT will make all arrangements regardless of meeting format.

CONSULTANT will make all meeting room arrangements, including any room rental costs for all information meetings. It is required that all meeting locations will not require paid parking. All rooms will accommodate those with disabilities.

CONSULTANT will coordinate handouts and exhibits and will provide all meeting notes to document the meeting's events.

CONSULTANT will prepare the following exhibits for the public involvement meetings:

- (a) Aerial photo showing alternatives, including right of way acquisition and corridor features (roadway, rights of way, known historical sites, etc.).
- (b) Up to eight (8) additional graphic boards will be prepared to include: schedule, project location, project staging, typical sections, storm water solutions, crosswalk details, and probable construction costs.

Each meeting will include a handout that will contain a description of the project, information on remaining project steps/construction schedule, and project team contact information. Comment forms will be included in the handout.

Following receipt of mailed comments after each public involvement meeting, CONSULTANT will prepare a log of oral and written input. CONSULTANT will also prepare responses to questions and comments under the direction of the MUNICIPALITY.

- (3) Formal Public Hearing

Not included in this CONTRACT.

- (4) Open Forum Public Hearing:

Not included in this CONTRACT.

- (5) Update and Maintain Project Mailing List

The CONSULTANT will create and maintain a project mailing list. The project mailing list will include adjacent property owners, local officials, agencies, and interested parties. The mailing list will include email addresses where provided.

CONSULTANT will develop post cards designs for each of the meeting invites. The DEPARTMENT will print and mail the post card invites. 850 invitations are assumed.

- (6) Project Newsletters

Not included in CONTRACT.

- (7) Individual Meetings with Corridor Residents (PI Liaison)

Not included in CONTRACT.

- (8) Local Officials Meetings

One (1) Local Officials Meeting shall be held with MUNICIPALITY and CONSULTANT staff and elected officials approximately one month prior to each PIM, using the same PIM logistics, materials, and staff, as well as a brief presentation. Up to two CONSULTANT staff will attend each meeting. CONSULTANT will prepare meeting notes after the Local Officials Meetings.

- (9) The CONSULTANT will provide web ready copies of public meeting materials including any presentations, handouts and exhibits.

F. MEETINGS

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT. Meeting shall be held online/virtually or in-person. Up to two CONSULTANT staff will attend the meeting. Prepare a summary report after the meeting.
- (2) A 30% Plan Review Meeting shall be held with the MUNICIPALITY. A 60% Plan Review Meeting shall be held with the MUNICIPALITY. A Draft PS&E Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date. Meetings shall be held online/virtually or in-person. Up to two CONSULTANT staff members will attend each meeting. Prepare a summary report after the plan review meetings.
- (3) Attend the pre-construction conference as scheduled by the MUNICIPALITY. One CONSULTANT staff member will attend the meeting.
- (4) Attending a meeting with the DEPARTMENT'S Region Technical Services Soils Engineer to coordinate soils and sub-surface investigation work efforts is not included in this CONTRACT.
- (5) Conduct two (2) coordination meetings with utilities having facilities on the PROJECT. Meetings shall be held online/virtually or in-person. Up to two CONSULTANT staff will attend each meeting. Prepare a summary report after the utility coordination meetings.
- (6) Up to eight (8) progress meetings shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff. Meetings shall be held online/virtually or in-person. Up to two CONSULTANT staff will attend each meeting. Prepare a summary report after each progress meeting.
- (7) Up to four (4) local municipal meetings shall be held with either the Village, school board, or local interest groups to provide updates on the PROJECT. Up to one

CONSULTANT staff members will attend each meeting. Prepare a summary report after the local municipal meetings.

- (8) Conduct one (1) plan-in-hand field review with internal staff to review existing facilities on the PROJECT and confirm the proposed design.
- (9) Attend one (1) 50% Design TMP Planning Meeting to review traffic control staging options. Meeting shall be held online/virtually or in-person. Up to two CONSULTANT staff members will attend each meeting. Prepare a summary report after the planning meeting.

G. LOCATING

Not included in this CONTRACT.

H. SURVEYS

H & V Datums & Adjustment, Geoid, Coordinate Reference System, Units

All work to be performed in and referenced to NAD83 (2011), NAVD 88 (2012), Geoid 12A, Wisconsin County Coordinate System (WCCS) Milwaukee County Zone, US Survey Feet.

- (1) General Deliverable
 - (a) The CONSULTANT shall keep track of all interim deliverables and subsequent revisions and provide a final complete set of deliverables at the conclusion of the project.
 - i. For all file names below, Road name = Lake Drive & ID = 2225-00-03
 - ii. Metadata-(Road name)_(Proj ID).docx
 - iii. All raw data collector files and office surveying software files created and used in the CONSULTANTS normal workflow under this contract. Said raw data collector files shall be in their native format as used onboard the data collector and contain raw GPS vectors and terrestrial surveying observation data. This may require simply copying the raw file off the data collector instead of using the onboard "export" routines which often strips these important details from the files. (e.g. JOB, VCE, DAT, JXL).
 - iv. All files imported into the Survey Database. (e.g. TXT, CSV, LandXML, DWG)
 - v. Civil 3D Survey Database "SD-(Road name)_(Proj ID)_(Firm Name)" (includes .sdbx .sdx .sdbx.info & .log files). The Civil 3D Survey Database is the main deliverable that the surface, topography and utility DWG's will be generated from. All edits done to survey data inserted to the associated DWG files shall be saved back to the Civil 3D Survey Database. The Civil 3D Survey Database should contain the corrected and latest version of the survey data. Change Reporting Logging shall be enabled in the

Survey Database Settings to log the changes made after the initial files were imported into the survey database.

- vi. Control-GPS-Calibration-Report-(Road name)_(Proj ID).pdf GPS Calibration/Localization report showing which points were calibrated to horizontally and vertically with residuals and coordinate system adjustments/translation values.
- vii. Field Notes & Sketches in PDF format
- viii. DWG files shall be in Version 2018
- ix. DGN files shall be in version V8i (if applicable)

(2) LiDAR

Not included in this CONTRACT.

(3) Horizontal & Vertical Control

Not included in this CONTRACT.

(4) Section Corner Survey

Not included in this CONTRACT.

(5) Property Corner Search

Not included in this CONTRACT.

(6) Alignments (Existing)

Not included in this CONTRACT.

(7) Topo/DTM (including all methods of collection)

- (a) CONSULTANT to perform full Topo/DTM survey including planimetric features including tree groups and individual trees with a trunk diameter of 6 inches in diameter or greater. Tree species shall not be collected on individual trees.
- (b) CONSULTANT shall provide a surface data source drawing with line work depicting the boundaries between areas acquired by different field survey data collection methods (Total Station, GPS, Total Station & GPS, Static LiDAR, Mobile LiDAR, Aerial LiDAR, and Aerial Photogrammetry, etc.). The individual areas need to be clearly labeled so the user can easily identify the responsible firm name, date of survey, Project Number, and technology used to develop the surface information throughout the entire project. If no fusion was done, only areas of work done by the CONSULTANT need to be delineated.
- (c) CONSULTANT shall provide a separate DWG file containing all of the elements that were used to build the surface. The elements included in this DWG file are the basis of the existing surface, and should include (but not limited to) all points, figures, breaklines, 3D polylines, and point groups that were used to build the surface. Note that figures are

preferred over breaklines or 3D polylines. Any custom point groups you created to control the importation of data should be added to the “prospector” tab in the DWG. The resultant Civil 3D surface should also be in this DWG file. This file should only contain the area surveyed by the CONSULTANT for this project.

(d) Limits/Extents

Lake Drive, from a point 200 feet south of the centerline of School Road to a point 200 feet north of the centerline of Dean Road. The lateral limits shall be between the east and west edges of pavement only.

(e) Deliverables

- i. Surface-Ex-(Road name)_(Proj ID).dwg (final or fused data)
- ii. Surface-Ex-(Firm Name-WO#)-(Road name)_(Proj ID).dwg (just this work order)
- iii. Surface-Data-Source-(Road name)_(Proj ID).dwg
- iv. Topo-Ex-(Road name)_(Proj ID).dwg

(8) Utility Survey

Not included in this CONTRACT.

(9) Storm Sewer Survey

Not included in this CONTRACT.

(10) Sanitary Sewer Survey

Not included in this CONTRACT.

(11) Water Main Survey

Not included in this CONTRACT.

(12) Culvert Survey

Not included in this CONTRACT.

(13) Miscellaneous Facilities-Wells-Septic

Not included in this CONTRACT.

(14) Appraisal Staking of Right of Way and Easements

Not included in this CONTRACT.

(15) Final Monumentation of Right of Way and Easements

Not included in this CONTRACT.

I. SOILS AND SUBSURFACE INVESTIGATIONS

Not included in this CONTRACT.

J. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- Title Sheet
- General Notes/Utility Contacts
- Project Overview - Schematic Drawing
- Existing and Finished Typical Sections
- Construction Details
- Removal Plan is not included in this CONTRACT.
- Plan Details
- Paving Grades Plan is not included in this CONTRACT.
- Curb Ramp Detail Plans are not included in this CONTRACT.
- Erosion Control Plan is not included in this CONTRACT.
- Storm Sewer Plan is not included in this CONTRACT.
- Landscaping Plan (street trees, Beach Drive median/terrace, Dean Road terraces, and Green Infrastructure plants) is not included in this CONTRACT.
- Signing Plan base sheets (Removal and Permanent Signing to be developed by the DEPARTMENT)
- Pavement Marking Plan
- Traffic Control/Construction Staging Plans – assumes Lake Drive is closed to through traffic with local access only during construction
- Detour Plans (vehicular, pedestrian, bicycle)
- Alignment Plan
- Miscellaneous Quantities
- Plan & Profile is not included in this CONTRACT.
- Earthwork is not included in this CONTRACT.
- Cross Sections are not included in this CONTRACT.
- Traffic Signal Plans and Timings are not included in this CONTRACT.
- Storm Water Pond Plans are not included in this CONTRACT.
- Fencing Plans are not included in this CONTRACT.
- Sanitary Sewer and Water Main Plans are not included in this CONTRACT.

K. PLATS

- (1) A Traditional Right-of-Way Plat is not included in this CONTRACT and shall be considered extra work.
- (2) Existing Right-of-Way mapping will be shown based on old Right-of-Way plats, Existing Plats of Surveys, CSMs, ALTAs, and existing monumentation located in the field. Anything outside of these parcels directly adjacent to Lake Drive will utilize GIS linework for visual reference.

- (3) Monumentation of Right-of-Way points are not included in this CONTRACT and shall be considered extra work.
- (4) Title searches, real estate acquisition, appraisals, negotiations, coordination with appraisers, and the Acquisition Stage Relocation Plan are not included in this CONTRACT and shall be considered extra work.
- (5) Construction permits and exhibits are not included in this CONTRACT and shall be considered extra work.
- (6) Preparing exhibits for right-of-way documents, easements, and permits are not included in this CONTRACT and shall be considered extra work.

L. HIGHWAY SYSTEM CHANGES

Not included in this CONTRACT.

M. TRAFFIC

Not included in this CONTRACT.

N. GEOGRAPHIC INFORMATION SYSTEM DATABASE AND WEBSITE

Not included in this CONTRACT.

O. CCTV INSPECTION

Not included in this CONTRACT.

P. STORM SEWER DRAINAGE SYSTEM

Not included in this CONTRACT.

Q. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY and/or DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- 1. Concept Definition Report from the DEPARTMENT.

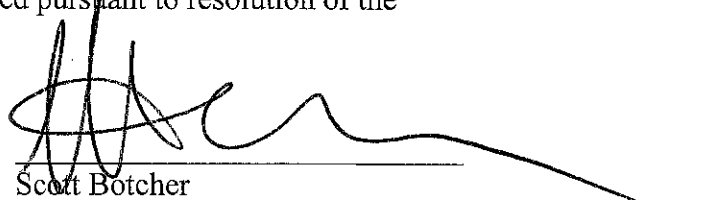
2. As-built plans and existing facility mapping (sanitary, storm sewer, water main, fiber and conduit, etc.) in PDF and AutoCAD format (when available).
3. List of known utilities.
4. Safety Certification from the DEPARTMENT, including crash data and crash analysis for the most recent five years.
5. Wetland delineation mapping obtained by others through DEPARTMENT master contract.
6. Pavement Design Report with subgrade improvement recommendations obtained from the DEPARTMENT.
7. Old Right-of-Way Plats and mapping, CSMs, and Subdivision Plats.
8. Existing traffic data/projections and relevant traffic studies conducted in the area.
9. Press releases.
10. Real estate acquisition, appraisals, negotiations, and title commitments.
11. Signing Plans (Removal, Permanent, and Special Sign Details) from the DEPARTMENT.

PROSECUTION AND PROGRESS

- (1) The CONSULTANT proposes to sublet these services to
 - LightBox – Hazardous Materials Environmental Records Search
- (2) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by November 1, 2020.

Report Title	Date
30% Road Plan	April 2021
Environmental Document	October 2021
Preliminary Road Plan	December 2021
Design Study Report	February 2022
Signed Final Right-of-Way Plat	Not in CONTRACT
Draft PS&E	February 1, 2023
Final PS&E (advanceable)	May 1, 2023
LET (advanceable)	September 12, 2023

This is to certify that the attached is true and correct list of bills due for a period from September 1- 30, 2020, in the total amount of \$688,719.51. 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 October 13, 2020.

Douglas H. Frazer
Village President

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
705	UHAN, JERRY	5.003399	TIRE REPAIR	09/09/2020	130.00	09/11/2020
919	DAVID J. FRANK LANDSCAPE C	22041	432 E FOX DALE CT	09/23/2020	195.00	09/25/2020
932	ZAKHARIANTS, ARTHUR	415023-8/5/20	REFUND AFTER DEADLINE	09/22/2020	3,415.36	09/22/2020
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					3,740.36	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	OCTOBER 2020	LIFE INSURANCE	09/11/2020	765.24	09/11/2020
Total 10-21520 GROUP LIFE:					765.24	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	SEPTEMBER 2020	POLICE DUES	09/03/2020	495.00	09/04/2020
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0903202	Deferred Comp NICHOLAS Pay	09/02/2020	50.00	09/04/2020
375	NORTH SHORE BANK, FSB	PR0903202	Deferred Comp NORTH SHORE	09/02/2020	1,115.00	09/04/2020
375	NORTH SHORE BANK, FSB	PR0917202	Deferred Comp NICHOLAS Pay	09/16/2020	50.00	09/16/2020
375	NORTH SHORE BANK, FSB	PR0917202	Deferred Comp NORTH SHORE	09/16/2020	1,115.00	09/16/2020
814	GREAT-WEST TRUST COMPAN	PR0917201	Deferred Comp WI DEFER - PRE	09/16/2020	4,659.14	09/16/2020
814	GREAT-WEST TRUST COMPAN	PR0917201	Deferred Comp WI DEFER - RO	09/16/2020	437.31	09/16/2020
1622	WELLS FARGO BANK, N.A.	PR0903201	Deferred Comp WI DEFER - PRE	09/02/2020	4,659.14	09/04/2020
1622	WELLS FARGO BANK, N.A.	PR0903201	Deferred Comp WI DEFER - RO	09/02/2020	437.31	09/04/2020
101991	VANTAGEPOINT TRANSFER AG	PR0903201	Deferred Comp ICMA-PRETAX	09/02/2020	1,016.43	09/04/2020
101991	VANTAGEPOINT TRANSFER AG	PR0917201	Deferred Comp ICMA-PRETAX	09/16/2020	1,016.43	09/16/2020
Total 10-21530 DEFERRED COMPENSATION:					14,555.76	
10-51100-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	72528	VLG BOARD	09/03/2020	438.18	09/04/2020
1766	CONFLUENCE GRAPHICS	72581	BUSINESS CARDS	09/03/2020	90.00	09/04/2020
Total 10-51100-310 SUPPLIES/EXPENSES:					528.18	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	AUGUST 2020	DRIVER SUR/JAIL FEE	09/02/2020	818.80	09/04/2020
552	WISCONSIN, STATE OF - COUR	AUGUST 2020	AUGUST	09/02/2020	2,610.02	09/04/2020
Total 10-51200-395 COUNTY COURT FEES:					3,428.82	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4551	VILLAGE ATTORNEY	09/02/2020	8,450.20	09/04/2020
Total 10-51300-218 VILLAGE ATTORNEY:					8,450.20	
10-51440-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	72539	ELECTIONS	09/04/2020	2,517.50	09/11/2020
1766	CONFLUENCE GRAPHICS	72545	ELECTIONS	09/04/2020	491.23	09/11/2020
1766	CONFLUENCE GRAPHICS	72649	ELECTIONS	09/24/2020	1,057.50	09/25/2020
2241	ITU ABSORB TECH, INC	A000071483	ELECTIONS	09/01/2020	13.67	09/04/2020
5033	OFFICE DEPOT -US COMMUNIT	120034843001	37360205-ELECTIONS	09/15/2020	97.10	09/16/2020
5033	OFFICE DEPOT -US COMMUNIT	123255898001	37360205-ELECTIONS	09/23/2020	129.99	09/25/2020
Total 10-51440-310 SUPPLIES/EXPENSES:					4,306.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	27657570	COPY MACHINE MONTHLY	09/03/2020	231.00	09/04/2020
789	DO IT NOW CLEANING LLC	131	MONTHLY CLEANING	09/03/2020	1,583.37	09/04/2020
940	ONTECH SYSTEMS, INC.	50875	STORAGECRAFT	09/09/2020	221.68	09/11/2020
940	ONTECH SYSTEMS, INC.	50876	AGREEMENT RMM	09/09/2020	1,140.00	09/11/2020
2706	ASSOCIATED APPRAISAL CON	150075	MONTHLY CONTRACT	09/03/2020	39.96	09/04/2020
Total 10-51600-210 CONTRACT SERVICES:					3,216.01	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72993022	ACCT #205607369	09/09/2020	172.15	09/11/2020
2691	CENTURYLINK-BUSINESS SVC.	150370709	ACCOUNT #87619173	09/10/2020	.35	09/11/2020
5312	AT & T- VILLAGE	08/22/2020	414 351-8900 758 7	09/03/2020	38.30	09/04/2020
Total 10-51600-222 TELEPHONE UTILITIES:					210.80	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	S2664638.001	RESTORER	09/15/2020	68.82	09/16/2020
892	SPECTRUM	09/08/2020	10404-060459401-5001	09/15/2020	8.83	09/16/2020
1710	UP NORTH SERVICES	4040	PEST CONTROL VLG	09/01/2020	150.00	09/04/2020
2741	LAUBENSTEIN INC	13723	REPAIR	09/01/2020	249.00	09/04/2020
5778	OFFICE COPYING EQUIPMENT	AR121979	VLG HALL COPIES	09/15/2020	405.42	09/16/2020
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					882.07	
10-51600-310 SUPPLIES/MISC EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	116535656001	37360205-VLG	09/03/2020	16.17	09/04/2020
5033	OFFICE DEPOT -US COMMUNIT	116583113001	37360205-VLG	09/03/2020	18.16	09/04/2020
5033	OFFICE DEPOT -US COMMUNIT	116773497001	37360205-VLG	09/02/2020	9.78	09/04/2020
5033	OFFICE DEPOT -US COMMUNIT	119874550001	37360205-VLG	09/11/2020	25.31	09/11/2020
5033	OFFICE DEPOT -US COMMUNIT	12147911001	37360205-VLG	09/15/2020	83.29	09/16/2020
5033	OFFICE DEPOT -US COMMUNIT	123255898001	37360205-VLG	09/23/2020	8.19	09/25/2020
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					160.90	
10-51600-322 TRAINING						
102273	CIVIC SYSTEMS, LLC	2020 CONFERENC	CONFERENCE	09/11/2020	30.00	09/11/2020
Total 10-51600-322 TRAINING:					30.00	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000010284214	VLG	09/11/2020	6,215.00	09/11/2020
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					6,215.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	9	HEALTH INSURANCE REIMBUR	09/01/2020	481.12	09/04/2020
435	RIES, DANIEL	25	HEALTH	09/01/2020	834.56	09/04/2020
638	KRIEFALL, DONALD A	53	HEALTH INSURANCE REIMBUR	09/01/2020	70.00	09/04/2020
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,385.68	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	0920FPPD	INDV THERAPY	09/11/2020	200.00	09/16/2020
5152	JAMES IMAGING SYSTEMS, IN	1017160	POLICE DEPARTMENT	09/24/2020	99.50	09/25/2020
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					299.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4309	DISPATCH	09/10/2020	73,336.04	09/11/2020
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					73,336.04	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72993022	ACCT #205607369	09/09/2020	107.60	09/11/2020
892	SPECTRUM	202009100TA	10404038090401-6001	09/11/2020	17.67	09/11/2020
2136	VERIZON WIRELESS	986263301	786223225-00001 POLICE	09/15/2020	360.21	09/16/2020
2691	CENTURYLINK-BUSINESS SVC.	150370709	ACCOUNT #87619173	09/10/2020	.34	09/11/2020
2973	TIME WARNER CABLE	70433001090120	070433001	09/10/2020	452.98	09/11/2020
5312	AT & T- VILLAGE	08/22/2020	414 351-8900 758 7	09/03/2020	23.94	09/04/2020
Total 10-52100-222 TELEPHONE UTILITIES:					962.74	
10-52100-232 VEHICLE MAINTENANCE						
4777	BATTERIES PLUS -	30633805	12V FLOODED	09/10/2020	125.95	09/11/2020
Total 10-52100-232 VEHICLE MAINTENANCE:					125.95	
10-52100-233 EQUIPMENT MAINTENANCE						
760	TEN 2 COMMUNICATIONS LLC	6186	CASE	09/10/2020	49.99	09/11/2020
1271	WI DEPT OF FINANCIAL INST.	20200910	BOND RENEWAL	09/11/2020	20.00	09/11/2020
2248	STOP-STICK LTD	0018463	STOP STICKS	09/24/2020	321.00	09/25/2020
2913	EMERGENCY MEDICAL PRODU	2197239	GLOVES	09/10/2020	413.70	09/11/2020
2913	EMERGENCY MEDICAL PRODU	2199119	DEFIB BATTERY	09/15/2020	395.00	09/16/2020
5645	CNA SURETY	20200917	BOND RENEWAL	09/24/2020	30.00	09/25/2020
5839	LEXISNEXIS	1246411-20200831	MONTHLY 1246411	09/10/2020	30.00	09/11/2020
102114	RAY O'HERRON CO, INC	2048508	CARTRIDGES	09/10/2020	855.00	09/11/2020
Total 10-52100-233 EQUIPMENT MAINTENANCE:					2,114.69	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	200919	MISC	09/24/2020	29.65	09/25/2020
2644	DOORMASTER GARAGE DOOR	29633	REPAIR	09/11/2020	186.00	09/11/2020
Total 10-52100-234 BUILDING MAINTENANCE:					215.65	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1451216	MORELLI	09/11/2020	340.00	09/11/2020
473	STREICHER'S	1451217	NIEUWENHUIS	09/11/2020	14.00	09/11/2020
Total 10-52100-330 CLOTHING ALLOWANCE:					354.00	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2710190	POLICE 10586-10586	09/11/2020	110.28	09/11/2020
Total 10-52100-334 JANITORIAL SUPPLIES:					110.28	
10-52520-400 MATERIALS						
102241	CROWLEY CONSTRUCTION CO	11701	STRIPPING	09/01/2020	12,000.00	09/04/2020
Total 10-52520-400 MATERIALS:					12,000.00	
10-53100-233 GIS MAINTENANCE						
1303	ESRI	93896305	ARC GIS & ARC PAD MAINTENA	09/08/2020	950.00	09/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53100-233 GIS MAINTENANCE:					950.00	
10-53100-310 SUPPLIES/EXPENSES						
705	UHAN, JERRY	5.003399	TIRE REPAIR	09/09/2020	95.00	09/11/2020
Total 10-53100-310 SUPPLIES/EXPENSES:					95.00	
10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	14539	POST	09/01/2020	161.94	09/04/2020
327	MENARD'S - MILWAUKEE	15206	POST	09/01/2020	161.94	09/04/2020
1800	MENARD'S - GERMANTOWN	90590	POST	09/15/2020	13.97	09/16/2020
Total 10-53200-400 MATERIALS:					337.85	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	07/29-8/28/20	3449-647-735	09/02/2020	187.04	09/04/2020
536	WE-ENERGIES	08/05-09/03/2020	7083-911-529	09/10/2020	17.96	09/11/2020
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					205.00	
10-53300-405 STREET MATERIALS						
202	SCHMITZ READY MIX, INC.	9702228	SAND	09/15/2020	770.00	09/16/2020
327	MENARD'S - MILWAUKEE	14641	PAINT	09/01/2020	67.94	09/04/2020
458	SHERWIN INDUSTRIES, INC.	SC045566	SAND HOT MIX	09/01/2020	95.05	09/04/2020
5920	AMERICAN ASPHALT MATERIAL	58063	5 GAL TACK	09/01/2020	88.00	09/04/2020
102241	CROWLEY CONSTRUCTION CO	11701	STRIPPING	09/01/2020	3,155.00	09/04/2020
Total 10-53300-405 STREET MATERIALS:					4,175.99	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
327	MENARD'S - MILWAUKEE	8452	MISC	09/22/2020	17.94	09/25/2020
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					17.94	
10-53310-400 MATERIALS						
2995	AMERICAN MESSAGING	U1850150UI	PAGING SERVICE	09/01/2020	171.90	09/04/2020
Total 10-53310-400 MATERIALS:					171.90	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	08/05-09/03/2020	9024-478-778	09/10/2020	15.71	09/11/2020
536	WE-ENERGIES	08/05-09/03/2020	6865-091-092	09/10/2020	15.71	09/11/2020
536	WE-ENERGIES	08/05-09/03/2020	3217-867-834	09/10/2020	15.71	09/11/2020
536	WE-ENERGIES	08/05-09/03/2020	7018-222-713	09/10/2020	17.49	09/11/2020
Total 10-53400-221 BUS STOP-ELECTRIC:					64.62	
10-53620-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N01873	SHOVEL	09/15/2020	203.22	09/16/2020
4888	CARLIN SALES	387220-00	STRAWMAT	09/22/2020	44.57	09/25/2020
Total 10-53620-400 MATERIALS:					247.79	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000507-1996-2	MSW	09/09/2020	9,106.31	09/11/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53630-370 LANDFILL FEES:					9,106.31	
10-53641-400 MATERIALS						
4888	CARLIN SALES	386385-00	STRAWMAT	09/02/2020	748.99	09/04/2020
4888	CARLIN SALES	387220-00	STRAWMAT	09/22/2020	26.88	09/25/2020
Total 10-53641-400 MATERIALS:					775.87	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0059789-2286-1	YARDWASTE	09/09/2020	1,357.52	09/11/2020
1298	WASTE MANAGEMENT OF WI-M	0059902-2286-0	YARDWASTE	09/23/2020	1,194.08	09/25/2020
Total 10-53642-400 MATERIALS:					2,551.60	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51690426	ACETYLENE	09/15/2020	29.45	09/16/2020
2241	ITU ABSORB TECH, INC	7532487	SHOP	09/01/2020	11.51	09/04/2020
2241	ITU ABSORB TECH, INC	7536711	SHOP	09/01/2020	11.51	09/04/2020
2241	ITU ABSORB TECH, INC	7540803	SHOP	09/15/2020	11.51	09/16/2020
2241	ITU ABSORB TECH, INC	7545243	SHOP	09/15/2020	11.51	09/16/2020
Total 10-53700-300 MISCELLANEOUS EXPENSE:					75.49	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	825024	STRAP	09/01/2020	39.09	09/04/2020
43	AUTO PARTS & SERVICE	825949	FUSE	09/15/2020	21.18	09/16/2020
43	AUTO PARTS & SERVICE	826365	THREAD LOCK	09/15/2020	24.44	09/16/2020
43	AUTO PARTS & SERVICE	826529	ANTIFREEZE	09/15/2020	89.54	09/16/2020
52	BRAKE & EQUIPMENT	12G	MISC	09/15/2020	3.58	09/16/2020
52	BRAKE & EQUIPMENT	612751	MISC	09/01/2020	3.58	09/04/2020
89	FABICK CAT	0056431	MISC PARTS	09/01/2020	55.32	09/04/2020
89	FABICK CAT	PIMK0056710	MISC PARTS	09/01/2020	4.60	09/04/2020
89	FABICK CAT	PINK0056431	MISC	09/01/2020	361.10	09/04/2020
89	FABICK CAT	RIMK00001319 042	MISC PARTS	09/15/2020	1,650.00	09/16/2020
547	ROLAND MACHINERY	40089788	LUBE SPIN	09/01/2020	55.19	09/04/2020
547	ROLAND MACHINERY	40090037	LUBE SPIN	09/01/2020	22.63	09/04/2020
597	BROOKS TRACTOR INC.	143463	PARTS	09/01/2020	370.93	09/04/2020
1132	BURRIS EQUIPMENT CO.	PI10900A	BODY ASSY	09/15/2020	1,579.32	09/16/2020
3234	WALDSCHMIDT'S TOWN & COU	7286000	PARTS	09/01/2020	1.42	09/04/2020
3234	WALDSCHMIDT'S TOWN & COU	728922	PARTS	09/01/2020	2.84	09/04/2020
4099	MIDWEST SERVICE EQUIPMEN	18832	CARTRIDGE	09/15/2020	292.15	09/16/2020
4112	ROAD EQUIPMENT PARTS CEN	WM928506	PARTS	09/15/2020	94.26	09/16/2020
4389	BOBCAT PLUS, INC.	IB09305	PARTS	09/01/2020	274.58	09/04/2020
4529	NEU'S BUILDING CENTER, INC.	4144590	PARTS	09/01/2020	1.99	09/04/2020
4777	BATTERIES PLUS -	CR-P28696588	CREDIT	09/10/2020	83.95	09/11/2020
5980	MILWAUKEE TRACTOR & EQUIP	R759659	GLASS INSTALL	09/15/2020	323.00	09/16/2020
101685	FASTENAL COMPANY	WIGOV2455	PARTS	09/01/2020	168.44	09/04/2020
102169	TRUCK COUNTRY OF WISCON	X20703043801	MISC PARTS	09/01/2020	34.91	09/04/2020
Total 10-53700-341 REPAIR PARTS:					5,390.14	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	825024	DEF	09/01/2020	62.94	09/04/2020
1337	HERBST OIL, INC	75250	FUEL	09/15/2020	1,371.31	09/16/2020
1337	HERBST OIL, INC	75916	FUEL	09/01/2020	1,117.08	09/04/2020
1337	HERBST OIL, INC	75992	FUEL	09/01/2020	1,077.09	09/04/2020
1337	HERBST OIL, INC	75993	FUEL	09/15/2020	764.50	09/16/2020

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Total 10-53700-343 FUEL:					4,392.92	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72993022	ACCT #205607369	09/09/2020	150.63	09/11/2020
5312	AT & T- VILLAGE	08/22/2020	414 351-8900 758 7	09/03/2020	33.52	09/04/2020
Total 10-53800-222 TELEPHONE UTILITIES:					184.15	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9861930593	787066169-00001	09/14/2020	187.68	09/16/2020
Total 10-53800-224 CELL PHONES:					187.68	
10-53800-300 MISCELLANEOUS EXPENSE						
297	MAJESTIC ENGRAVING CORP.	59884	NAME PLATE	09/08/2020	35.00	09/11/2020
2241	ITU ABSORB TECH, INC	7532489	DPW	09/01/2020	26.73	09/04/2020
2241	ITU ABSORB TECH, INC	7536713	DPW	09/01/2020	209.15	09/04/2020
2241	ITU ABSORB TECH, INC	7540805	DPW	09/15/2020	26.73	09/16/2020
2241	ITU ABSORB TECH, INC	7545245	DPW	09/15/2020	26.73	09/16/2020
Total 10-53800-300 MISCELLANEOUS EXPENSE:					324.34	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9104702861	GLOVES	09/15/2020	67.16	09/16/2020
671	AIRGAS	9104750461	GLOVES	09/15/2020	76.92	09/16/2020
Total 10-53800-333 SAFETY PROGRAM:					144.08	
10-53900-324 DRUG TESTING						
902	FROEDTERT HEALTH/WORFOR	7183-00	PHYSICAL/DRUG	09/11/2020	239.00	09/11/2020
Total 10-53900-324 DRUG TESTING:					239.00	
10-54100-215 CONTRACT - HEALTH						
619	MADACC	MAY-AUGUST 2020	DOG/CAT LICENSE	09/16/2020	4.50	09/16/2020
Total 10-54100-215 CONTRACT - HEALTH:					4.50	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4278	LIBRARY CAPITAL	09/03/2020	3,063.50	09/04/2020
Total 10-55100-210 CONTRACT SERVICES:					3,063.50	
10-55200-435 PLAYGROUND MATERIALS						
327	MENARD'S - MILWAUKEE	15925	TRASH CAN	09/11/2020	119.76	09/16/2020
Total 10-55200-435 PLAYGROUND MATERIALS:					119.76	
10-55200-440 FOOT/BIKE PATH MAINTENANCE						
458	SHERWIN INDUSTRIES, INC.	SC045566	SAND HOT MIX	09/01/2020	250.00	09/04/2020
Total 10-55200-440 FOOT/BIKE PATH MAINTENANCE:					250.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	08/05-09/03/2020	5214-367-035	09/10/2020	25.80	09/11/2020

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Total 10-55440-220 GAS UTILITIES:					25.80	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	08/05-09/03/2020	5630-222-240	09/10/2020	109.89	09/11/2020
Total 10-55440-221 ELECTRIC UTILITIES:					109.89	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	73477	FORESTRY REQUESTS	09/02/2020	4,290.00	09/04/2020
Total 10-56100-125 FORESTRY CONSULTANT:					4,290.00	
21-71000-400 MATERIALS						
41	NORLAB, INC	83757	TRACING DYE	09/04/2020	227.00	09/11/2020
2995	AMERICAN MESSAGING	U1850150UI	PAGING SERVICE	09/01/2020	171.90	09/04/2020
Total 21-71000-400 MATERIALS:					398.90	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	08/05-09/03/2020	2417--882-521	09/10/2020	13.31	09/11/2020
Total 21-72000-220 GAS UTILITIES:					13.31	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	08/05-09/03/2020	1670-928-034	09/10/2020	19.68	09/11/2020
536	WE-ENERGIES	08/05-09/03/2020	2417--882-521	09/10/2020	54.97	09/11/2020
Total 21-72000-221 ELECTRIC UTILITIES:					74.65	
21-72000-400 MATERIALS						
408	RHOMAR INDUSTRIES, INC	97271	RHOMA-SOL	09/01/2020	1,430.56	09/04/2020
Total 21-72000-400 MATERIALS:					1,430.56	
21-73000-226 MMSD CHARGES						
290	MMSD	173-20	APRIL THRU JUNE 30	09/11/2020	97,151.61	09/11/2020
Total 21-73000-226 MMSD CHARGES:					97,151.61	
21-73000-310 SUPPLIES/EXPENSES						
2136	VERIZON WIRELESS	9861930593	787066169-00001	09/14/2020	61.41	09/16/2020
5873	LITHO SPECIALISTS	is30807	LASER BILLS	09/02/2020	124.33	09/04/2020
Total 21-73000-310 SUPPLIES/EXPENSES:					185.74	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	104196	PPII PROGRAM	09/22/2020	2,385.00	09/25/2020
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					2,385.00	
21-91000-805 LIFT STATIONS PUMP REPLACEMENT						
2697	J. MILLER ELECTRIC INC.	126277	GENERATOR	09/17/2020	9,251.15	09/25/2020
2697	J. MILLER ELECTRIC INC.	7488	GENERATOR	09/17/2020	23,108.85	09/25/2020
Total 21-91000-805 LIFT STATIONS PUMP REPLACEMENT:					32,360.00	

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21-91000-871 TELEVISION						
256	KAPUR & ASSOCIATES, INC.	103820	STORM SEWER INSPECTION	09/01/2020	545.00	09/04/2020
256	KAPUR & ASSOCIATES, INC.	104202	SANITARY SEWER	09/22/2020	6,587.00	09/25/2020
1259	GREAT LAKES TV SEAL, INC	20363*	SMOKE TEST	09/01/2020	285.00	09/04/2020
Total 21-91000-871 TELEVISION:					7,417.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	104200	SANITARY SEWER	09/22/2020	829.00	09/25/2020
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					829.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6545533+2275-5	MONTHLY	09/09/2020	21,731.72	09/11/2020
Total 22-53650-210 CONTRACT SERVICES:					21,731.72	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	8/6-9/3/20	8294-368-584	09/21/2020	24.65	09/25/2020
Total 23-55420-220 GAS UTILITIES:					24.65	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	8/6-9/3/20	8294-368-584	09/21/2020	1,096.42	09/25/2020
Total 23-55420-221 ELECTRIC UTILITIES:					1,096.42	
23-91300-850 MISC POOL REPAIRS						
327	MENARD'S - MILWAUKEE	14173	SUMP PUMP	09/01/2020	149.00	09/04/2020
Total 23-91300-850 MISC POOL REPAIRS:					149.00	
24-44460 BUILDING PERMIT						
901	EXTERIOR PROS	1.054983	REFUND PERMIT	09/03/2020	115.00	09/25/2020
Total 24-44460 BUILDING PERMIT:					115.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4551	VILLAGE ATTORNEY	09/02/2020	534.60	09/04/2020
Total 24-52400-218 VILLAGE ATTORNEY:					534.60	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9861930593	787066169-00001	09/14/2020	35.00	09/16/2020
Total 24-52400-224 CELL PHONES:					35.00	
25-53420-400 MATERIALS						
3259	HYQUIP, LLC- WAUKESHA	00447576	HOSE ASSEMB	09/01/2020	150.97	09/04/2020
Total 25-53420-400 MATERIALS:					150.97	
25-53420-415 MAINTENANCE						
2844	SWEEP-ALL LLC	27436	BEACH HILL/DPW/ VLG HALL	09/08/2020	307.50	09/11/2020
Total 25-53420-415 MAINTENANCE:					307.50	

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25-53420-483 LANDSCAPING						
4888	CARLIN SALES	386678-00	TRIPLET/SPURGE	09/08/2020	489.98	09/11/2020
Total 25-53420-483 LANDSCAPING:					489.98	
25-53640-400 MATERIALS						
4888	CARLIN SALES	387254-00	RAKES	09/22/2020	66.86	09/25/2020
Total 25-53640-400 MATERIALS:					66.86	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9861930593	787066169-00001	09/14/2020	30.00	09/16/2020
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	133192*	GIS DATA MAINT	09/01/2020	282.00	09/04/2020
Total 25-53800-233 GIS MAINTENANCE:					282.00	
25-55410-310 SUPPLIES/EXPENSES						
5873	LITHO SPECIALISTS	is30807	LASER BILLS	09/02/2020	124.34	09/04/2020
Total 25-55410-310 SUPPLIES/EXPENSES:					124.34	
25-91500-835 STORM SEWER SYSTEM (MISC)						
474	CORE & MAIN LP	M858160	DUAL WALL	09/03/2020	4,907.00	09/04/2020
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					4,907.00	
25-91500-848 STORM SEW-SPOONER/SANTA MONICA						
256	KAPUR & ASSOCIATES, INC.	103768	STORM SEWER INSPECTION	09/01/2020	8,373.00	09/04/2020
256	KAPUR & ASSOCIATES, INC.	104201	STORM SEWER INSPECTION	09/22/2020	1,242.00	09/25/2020
Total 25-91500-848 STORM SEW-SPOONER/SANTA MONICA:					9,615.00	
25-91500-849 REPLACE CATCH BASINS						
5986	WSO GRADING & EXCAVATING	4061	SAW CUT	09/22/2020	11,849.00	09/25/2020
Total 25-91500-849 REPLACE CATCH BASINS:					11,849.00	
30-58100-615 PAYMENT TO ESCROW AGENT						
253	HUSCH BLACKWELL LLP	2883501	BOND COUNSEL	09/11/2020	16,750.00	09/11/2020
Total 30-58100-615 PAYMENT TO ESCROW AGENT:					16,750.00	
40-58100-680 DEBT ISSUANCE COST						
125	MOODY'S INVESTORS SERVIC	P0342854	CUSTOMER 9000004414	09/15/2020	11,884.60	09/16/2020
806	ROBERT W. BAIRD & CO	PF-288904	OBLIGATION PROMISSORY 201	09/11/2020	18,284.00	09/11/2020
Total 40-58100-680 DEBT ISSUANCE COST:					30,168.60	
40-91100-814 COMPREHENSIVE PLAN						
856	VIERBICHER ASSOC. INC.	00014	COMP UPDATE	09/03/2020	1,163.97	09/04/2020
Total 40-91100-814 COMPREHENSIVE PLAN:					1,163.97	

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40-91100-835	REPAINTING-PORION OF VH					
5689	BEST PAINTING & RESTORATIO	1	VLG HALL	09/15/2020	20,600.00	09/16/2020
Total 40-91100-835 REPAINTING-PORION OF VH:					20,600.00	
40-91500-801	STREET RESURFACING					
256	KAPUR & ASSOCIATES, INC.	104295	ROAD PROJEC INSPECT	09/23/2020	15,214.11	09/25/2020
625	MICHAEL BAKER INTERNATION	1092550	FOOT BRIDGE INSPECT	09/01/2020	3,030.00	09/04/2020
Total 40-91500-801 STREET RESURFACING:					18,244.11	
40-91500-825	PROJECT MANAGEMENT					
256	KAPUR & ASSOCIATES, INC.	104199	GENERAL PROF.SVCS	09/22/2020	686.00	09/25/2020
Total 40-91500-825 PROJECT MANAGEMENT:					686.00	
40-91600-800	STORMWATER ROAD PROJECT					
256	KAPUR & ASSOCIATES, INC.	103818	CONSTR MANAGE UTILITY	09/02/2020	21,769.41	09/04/2020
256	KAPUR & ASSOCIATES, INC.	104197	UTILITY RECONSTRUCTION	09/23/2020	43,614.21	09/25/2020
256	KAPUR & ASSOCIATES, INC.	104295	ROAD PROJEC INSPECT	09/23/2020	1,890.00	09/25/2020
5986	WSO GRADING & EXCAVATING	4062	INSTALL PIPE	09/22/2020	15,000.00	09/25/2020
Total 40-91600-800 STORMWATER ROAD PROJECT:					82,273.62	
40-91600-830	SIGN REPLACEMENT					
101644	TAPCO	1678282	SIGN REPLACEMENT	09/14/2020	199.40	09/16/2020
Total 40-91600-830 SIGN REPLACEMENT:					199.40	
40-91600-833	TREE REPLACEMENT					
5933	WACHTEL TREE SCIENCE & SE	73476	EAB	09/02/2020	1,170.00	09/04/2020
Total 40-91600-833 TREE REPLACEMENT:					1,170.00	
40-91600-849	BEACH DRIVE-SHORELINE EROSION					
5986	WSO GRADING & EXCAVATING	4057	BEACH	09/22/2020	68,346.00	09/25/2020
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					68,346.00	
50-53100-233	GIS MAINTENANCE					
39	RUEKERT MIELKE, INC.	133192*	GIS DATA MAINT	09/01/2020	805.50	09/04/2020
Total 50-53100-233 GIS MAINTENANCE:					805.50	
50-81000-601	SOURCE OF WATER SUPPLY					
378	NORTH SHORE WATER COMMI	53	MONTHLY	09/01/2020	19,127.28	09/04/2020
Total 50-81000-601 SOURCE OF WATER SUPPLY:					19,127.28	
50-81000-640	OPERATIONS LABOR WATER MAINS					
2839	CITY WATER LLC	710	ON CALL	09/21/2020	1,155.00	09/25/2020
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					1,155.00	
50-81000-651	MAINTENANCE OF MAINS					
502	VILLAGE HARDWARE - VH	200230/1	WATER DEPT	09/01/2020	63.65	09/04/2020
671	AIRGAS	9104840849	GLOVES	09/15/2020	90.84	09/16/2020
776	GRAINGER, INC.	9620594813	FLANGE WEDGE	09/01/2020	67.18	09/04/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
931	RAYS TOWING INC	126277	HEAVY DUTY TOWING	09/22/2020	1,400.00	09/25/2020
1304	MIDAMERICAN TECHNOLOGY, I	14445	WALL CHARGER	08/31/2020	130.00	09/25/2020
1304	MIDAMERICAN TECHNOLOGY, I	14469	REPAIR	09/08/2020	152.00	09/25/2020
2241	ITU ABSORB TECH, INC	7532488	WATER DEPT	09/01/2020	8.34	09/04/2020
2241	ITU ABSORB TECH, INC	7536712	WATER	09/01/2020	44.80	09/04/2020
2241	ITU ABSORB TECH, INC	7540804	WATER DEPT	09/15/2020	8.34	09/16/2020
2241	ITU ABSORB TECH, INC	7545244	WATER DEPT	09/15/2020	8.34	09/16/2020
2385	WISCONSIN RURAL WATER AS	2256	CORRELATOR	09/04/2020	200.00	09/25/2020
2995	AMERICAN MESSAGING	U1850150UI	PAGING SERVICE	09/01/2020	171.90	09/04/2020
101806	USA BLUEBOOK	334613	PRESSURE GAGE	09/01/2020	133.42	09/11/2020
Total 50-81000-851 MAINTENANCE OF MAINS:					2,478.81	
50-81000-854 MAINTENANCE OF HYDRANTS						
474	CORE & MAIN LP	M895034	MISC PARTS	09/01/2020	2,975.96	09/11/2020
474	CORE & MAIN LP	M896038	RENT DRILL	09/03/2020	650.00	09/25/2020
474	CORE & MAIN LP	M965209	MISC PARTS	09/08/2020	767.40	09/25/2020
502	VILLAGE HARDWARE - VH	200355/1	PAINT WATER DEPT	09/01/2020	57.58	09/11/2020
5293	LANNON STONE PRODUCTS	1266706	CHIPS	09/04/2020	3,175.60	09/25/2020
Total 50-81000-854 MAINTENANCE OF HYDRANTS:					7,626.54	
50-81000-880 DEBT ISSUANCE COSTS						
125	MOODY'S INVESTORS SERVIC	P0342854	CUSTOMER 9000004414	09/15/2020	1,115.40	09/16/2020
806	ROBERT W. BAIRD & CO	PF-288904	OBLIGATION PROMISSORY 201	09/11/2020	1,716.00	09/11/2020
Total 50-81000-880 DEBT ISSUANCE COSTS:					2,831.40	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	103818	CONSTR MANAGE UTILITY	09/02/2020	21,769.40	09/04/2020
256	KAPUR & ASSOCIATES, INC.	104197	UTILITY RECONSTRUCTION	09/23/2020	6,230.60	09/25/2020
Total 50-81000-800 CAPITAL OUTLAY:					28,000.00	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMM	09/08/2020	PIPE LOCATOR ACQUISITION	09/11/2020	503.02	09/11/2020
Total 50-81000-844 NSWC CAPITAL PROJECTS:					503.02	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80059535	SERVICE UNIT	09/01/2020	148.80	09/11/2020
5033	OFFICE DEPOT -US COMMUNIT	112719378001	37360205-WATER	09/02/2020	39.20	09/04/2020
Total 50-81000-903 SUPPLIES AND EXPENSE:					188.00	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9861930593	787066169-00001	09/14/2020	61.42	09/16/2020
5873	LITHO SPECIALISTS	is30807	LASER BILLS	09/02/2020	124.33	09/04/2020
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					185.75	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	3196	PROF SERV	09/21/2020	928.50	09/25/2020
2839	CITY WATER LLC	710	OPERATIONS	09/21/2020	5,900.00	09/25/2020
2839	CITY WATER LLC	716	MONTHLY	09/09/2020	5,900.00	09/11/2020
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					12,728.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-930	MISC GENERAL EXPENSE					
1766	CONFLUENCE GRAPHICS	72598	BUSINESS CARDS	09/16/2020	40.00	09/16/2020
Total 50-81000-930 MISC GENERAL EXPENSE:					40.00	
70-12100	TAXES RECEIVABLES					
59	DIMITROPOULOUS, PETER	2020CHARGEBC	092-9999-001	09/02/2020	1,493.65	09/04/2020
735	HILLER, HERBERT OR RUTH	2020 CHARGEBC	091-0066-000	09/02/2020	1,327.69	09/04/2020
736	COHN, LAWRENCE OR JANICE	2020 CHARGEBC	091-0069-000	09/02/2020	1,480.88	09/04/2020
Total 70-12100 TAXES RECEIVABLES:					4,302.22	
Grand Totals:					688,719.51	

Date Approved: _____

Village Manager: _____

Village Board: _____



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: September 14, 2020
Re: Summary of Work on Beach Drive & Property Ownership Matters

At the September Village Board meeting, staff was directed to document the costs incurred along the northern stretch of Beach Drive adjacent to the shoreline and to provide background information on the property ownership along this same section of shoreline. This memorandum provides a summary of the respective items.

Costs incurred along the northern shoreline

In order to better understand the requested change order, the actual work performed needs to be compared against the original anticipated scope of work. At the time the original scope of work was presented to the Village Board, staff was working under two distinct constraints: (1) Lake Michigan water levels were continuing to rise and had risen every month of 2020 prior to the presentation of the scope of work to the Village Board and (2) work was required to be defined by FEMA within 90 days of the initial scoping meeting in early April (which is related to the damages from the January 10-11, 2020, Presidential Disaster Declaration event).

At the time, the work was anticipated to be very similar to that which had been performed along the southern shoreline with staggered block stacked in a single layer in the front row and a double layer in the back row. The original scope of work, included in Attachment A, was for \$65,100 and was defined as follows:

Placement of a revetment system to be constructed of 2' x 2' x 6' concrete blocks, or variations thereof, to protect the shoreline along Beach Drive between 8000 North Beach and 8040 North Beach pursuant to the temporary protection design prepared by Miller Engineers and Scientists. The Work includes two rows of concrete block spaced approximately six feet apart stacked one high to protect the shore from possible erosion and a second layer of block placed on top of the first layer near the shoreline.

As shown in the contract, the estimate provided by WSO Grading & Excavating noted the contractor would clear and grub trees and driftwood between the road and the lake and supply material, machines, and labor to place 600 feet (300 block) of jersey barriers.

Concurrent with the development of the scope of services, our consultant was finalizing the plan for the northern shoreline. While this may seem unorthodox, our consultant was involved in the meetings with our contractor and we knew going into the work that the shoreline was approximately 600 feet long (up to the existing limestone retaining wall) and that 100 block would be needed for each row placed (hence the estimate of 300 block). Miller Engineer's design plan for the project, included in Attachment B, included the following:

- Placement of jersey barriers on top of the existing limestone block retaining wall on the north end of the shoreline.
- Placement of three rows of block in the middle portion of the shoreline.
- Placement of two rows of block throughout the remaining portion of the shoreline.
- The contractor was to use existing concrete rubble as the base for most of the block placement plus some breaker run (larger stone) beneath the back layer of block.
- The barrier height was initially set at elevation 590 (back layer of block).

At the time, the estimate of 300 block to be used in the work was conservative but did assume adequate concrete rubble along the shoreline that could be used to both stabilize the block and raise the height of the block per the plan. Additionally, throughout the project, staff, our consultant and our contractor met with Mr. and Mrs. Costello and Mr. Read on site and who are considered the property owners (the subject of the ownership matter is addressed below). During the process and as construction commenced, it became clear that the site conditions were different from that which was anticipated; namely, inadequate amounts of concrete rubble existed in the lake that would allow for adequate placement of the jersey barriers. Further, observances of the wave action adjacent to the existing limestone retaining wall led to the decision to place rows of staggered block in front of the wall as opposed to on top of the wall.

The property owners were also actively involved in the process. In particular, Mr. Read offered to donate a number of jersey barriers to the Village but indicated that he desired a different design for his frontage than what was presented by our consultant (Miller Engineers) and Mr. and Mrs. Costello requested a change in the height of the block. While Mr. Read's donation was welcomed, staff along with our consultant would not modify the design along his frontage to the extent he requested. He had offered to donate approximately 150-165 block of which roughly 70-80 were used by our contractor on site and the remaining were used by Mr. Read to self-perform the work along his frontage. Staff also conferred with Miller Engineers and the decision was made to lower the top elevation of the block one foot to elevation 589 which matched the elevation of the block along the southern shoreline.

It also became apparent during construction that the gap between the front layer of block and the rear layer of block would require some additional buttressing. While this was originally anticipated to include the concrete rubble, insufficient quantities led to the decision to add a third (middle) row of block along certain stretches of the shoreline. The end result was that more block, more labor and more stone (breaker run) were required along the shoreline in spite of the fact that Mr. Read was self-performing the work along his frontage.

These design changes were noted in an e-mail dated July 1, 2020 with a memorandum dated June 29 and drawings dated June 30 (included in Attachment C). It is noted that lowering the elevation of the block was a benefit due to the fact additional breaker run would have been needed (resulting in an even larger cost) to raise the grade of the block the additional one foot. Also, while most of the work could proceed under the modified design, the work adjacent to the existing retaining wall (on the far north end) was on hold until the DNR agreed to the modifications. The approval did not come from DNR until July 30. After the approval, WSO completed the placement of additional block in front of the existing limestone retaining wall.

After the completion of the work, WSO submitted a change order to the Village for additional materials, labor and equipment provided on the project. The change order was considered by the Village Board at its September 8, 2020 meeting and, while approved, the trustees requested a report on the actual work performed in relation to the contract. A request was also made to remove the six or seven dying ash trees east of Beach Drive on the north end of the northern section of shoreline. It is noted that the clearing and grubbing anticipated in the contract was removal of some (not all) of the trees along Mr. Read's property (namely those immediately along the shoreline) as well as the trimming/pruning of trees to the north and south of his property to make the site more easily accessible. The clearing and grubbing also contemplated the removal of driftwood from the site. While no trees needed to be removed along Mr. Read's property as he self-performed the work, WSO did remove the driftwood and trim/prune trees for better access. Subsequent to the September Village Board meeting, WSO also removed the seven dying ash across from 8035 North Beach.

On September 9, 2020, I visited the site and counted all of the block installed along the northern shoreline. I did not include any block placed by Mr. Read along his frontage but did include those placed by WSO that wrapped into and intersected with the block in front of the Read property at his north and south property line. The following summarizes the block placed on site:

- 34 block were placed around the steps across from the 8005 North Beach property. As noted at the Board meeting, I checked whether the cost to place the block was invoiced to the property owner. Based on my conversations with the contractor and the property owner, there was a miscommunication and the contractor had not invoiced the property owner for the labor and materials associated with this work. As a result, I reached out to the property owner and they reimbursed the Village \$1,200 for the cost of the work. The cost reflects the \$782 for the cost of the block (\$23/block) plus roughly three to four hours of labor and equipment (a little over \$400) to install the block.

- As noted, as the contractor was placing the block south of Mr. Read's property (along 8005 and the Village property), it became apparent that not enough concrete rubble existed along the shoreline to stabilize the placement of the block. As a result, WSO purchased larger stone (breaker run) and placed it under the block to level it as best as possible and added a second tier of block (in the front row) along approximately 175 feet of this part of the shoreline. In total, the front row of block consisted of approximately 45 block.
- A third row (placed in between the front and back rows of block) was also added just south of Mr. Read's property. Combined with the block used to wrap into Mr. Read's property, this totaled 12 block.
- The back row of block, with two tiers, totaled 58 block along the Village property and 8005 North Beach. So, south of Mr. Read's property, a total of 149 block were placed.
- North of Mr. Read's property included two distinct areas: around the existing limestone retaining wall and everything else from the existing wall south to the north end of Mr. Read's property.
- Approximately 60 block were placed around the existing limestone retaining wall. While this included a handful of block that existed in the lake, there was still the labor and equipment time associated with salvaging the block from the lake and appropriately placing them in and around the existing wall.
- Along the area across from 8035 North Beach (between the existing wall and Mr. Read's north property line), three rows of block were placed: 35 in the front row, 37 in the middle row and 74 in the back row for a total of 146 block. An additional six block were placed to wrap into Mr. Read's north property line which resulted in a total of 152 block.
- Similar to the southern part of this particular shoreline, additional breaker run was needed to level the block as not enough concrete rubble existed in order for the block to be balanced and leveled appropriately.
- In total, 212 block were placed north of Mr. Read's property and an overall total of approximately 361 block were placed.
-

Based on a review of the contract terms and anticipated work, I am of the opinion the additional work performed by WSO was reasonable under the circumstances and appropriately reflects the level of effort needed to complete the work. In particular, when viewed in light of the additional work performed including the placement of additional block and purchase and placement of stone for the project as well as the subsequent removal of the additional ash trees not contemplated in the contract, the requested change order appropriately reflected the level of work performed by the contractor.

Invoices received, including for the removal of the seven additional ash trees, total approximately \$93,700, an increase of \$28,600 over the original contract value. If a direct proportion of block placed (300) under the original contract relative to the contract price for the block (\$57,900) is calculated, the cost would be \$193 per block. Given that 61 additional block were placed, this would equate to a proportionate increase of \$11,773 and when combined with the additional stone needing to be purchased and placed, the additional mobilization to the site after DNR approval of the placement of the block around the existing retaining wall, and the removal of the additional trees, WSO provided the Village with a fair and reasonable price to place the additional block and provide protection to the northern stretch of Beach Drive.

While staff had been hopeful for reimbursement of a large share of the costs associated with the placement of the block along the northern and southern shoreline, as noted in the Administrative Report for the week ending September 11, 2020, FEMA has informed staff that they only approved reimbursement of a portion of the pre-disaster costs related to the placement of the jersey barriers (approximately \$95,000 in combined reimbursement from FEMA and Wisconsin Emergency Management). However, the post-disaster placement of the block is anticipated to be part of the Section 404 application that was submitted to FEMA at the end of January and, as a result, likely will not be funded under the Presidential Disaster Declaration.

Ownership Issues Along the Northern Section of Beach Drive

During the project, staff has fielded a multitude of questions regarding the property rights along the northern shoreline. It appears that, based on the questions and comments, there is a concern that the Village may be performing work on what is or may be considered private property and that such work may improve the property values of these particular individuals. As I've explained to the property owners as well as to those who have presented the questions and comments is that ownership of the land is a complicated matter and any assessment of a benefit should consider both the property owners as well as those who tangentially benefit from the work (e.g., those who use the road to access their property and, without the road, would not be able to get to their house).

With that background in mind, it is important to understand that the ownership matter goes back to at least 1904. More specifically, the issue raised centers around the small sliver of land that exists between Beach Drive and Lake Michigan along the northern and southern sections of shoreline and that are immediately adjacent to the lake. For years, there appeared to be no debate regarding the ownership of these slivers of land – Fox Point owned them and had maintained them for as long as anybody could remember.

In fact, at the June 22, 1971 and August 10, 1971 Village Board meetings, the topic of a public beach arose as residents on Beach Drive (particularly the northern section) complained of the use of the area as a beach. On page 255 of the June 22, 1971 minutes, the following was noted:

Mr. Weidner stated that Attorney Herriott had been Village Attorney of Fox Point from the time that the Village had been incorporated until the mid 1950's. A legal opinion dated June 18, 1971 was submitted by Attorney Herriott Re: Rights of the Village of Fox Point in land comprising the north Fox Point beach. In the opinion, Attorney Herriott cited that in 1904 there was a deed from the Calumet Land Company to the Town of Milwaukee which includes the land on the east side of Beach Road down to the low water mark and that it is Attorney Herriott's opinion that the Village owns the easement which means that the land can be used by the public. The area had been used by the public since the 1800's for picnicing [sic], bathing and watering cattle. In 1926 an ordinance was adopted by the Village Board regulating parking, picnicing [sic] and bathing.

Also, at the August 10, 1971 meeting, the Board rejected a claim from the owners at 8005 North Beach that they had ownership of the land east of the road and referred to the aforementioned legal opinion. A copy of these minutes is included in Attachment E. Clearly, the Village Board and the opinion of the Village Attorney at the time all contemplated that the shoreline area between the road and the low water mark was considered to be public property owned by the Village of Fox Point.

Fifteen years later (1986), the areas along Lake Michigan were again contending with higher than normal lake levels which, in October of that year, set an all-time record high of approximately 582.3. Presumably and based on my discussions with DPW staff who have been with the Village since the late 1980's, the decision was made to buttress the shoreline by adding concrete rubble to the entire area – both the northern and southern stretches of shoreline. It is my understanding that these efforts extended over a period of nearly three years until around 1990. In performing the action of placing concrete rubble along the entire shoreline, the Village in essence asserted its property rights to the land and understood its obligation to protect the shoreline from eroding (very similar to the actions currently being taken to protect the shoreline).

The issue of ownership resurfaced in 1990 and again in 2019 while preparing the grant application for FEMA for the improvements proposed along the northern and southern section of the shoreline. In 1990 the prior owners of the property at 8005 North Beach petitioned the Village to approve their landscape plans for the property between Beach Drive and Lake Michigan. The Village rejected their request and the Village attorney submitted a letter to the owners stating that "Fox Point has always taken the position that such land belongs to Fox Point and that any landscaping or other use of the property will be considered a trespass." (Refer to the Nicolet v. Village of Fox Point case – 177 Wis. 2d 80 (Wis. Ct. App. 1993) included in Attachment F).

Subsequently, the owners at 8005 and 8025 (Nicolets then the Costellos at 8005 and Read at 8025) disputed the ownership of the parcels and brought suit against the Village. In 1995, the Wisconsin Court of Appeals upheld the decision of the trial court which had ruled "that the 1904 deed only conveyed an easement." The Appellate Court further agreed with the trial court which had concluded that the "limitation, 'for the use and enjoyment of the public as a public street or highway forever and for no other purpose whatsoever,' made the grant an easement only." They further noted that "regardless of the granting language, the 1904 deed conveyed only an easement" but further noted that "Fox Point has the right to use the surface of the contested parcels, as well as the remaining portions of the strip of land, as long as the property is used 'for the use and enjoyment of the public as a public street or highway.' Activity consistent with this use is not hostile and adverse to the fee owners." The decision of the Appellate Court is included in Attachment G. A related news article describing the decision of the Circuit Court is included in Attachment H.

Concurrent with the case law research, I worked with the Village Attorney to perform a title search of the areas along the shoreline and the aforementioned 1904 Quit Claim Deed (which was recorded in early 1905) was found. The deed was sent to our consultant (Kapur & Associates) so that their surveyor could document the areas of ownership described in the deed. Subsequently, I received five figures from the surveyor noting that the deed clearly described each of the parcels located east of Beach Drive between the road and the low water mark. The deed and figures are included in Attachment I.

Based on the quit claim deed and the figures prepared by Kapur & Associates, it is understandable why the Village of Fox Point had always considered the land east of the road to be publicly owned. Ironically, the title policy for one of the owners includes an exception from coverage that may result from "any and all rights of the Village of Fox Point in that part of the subject premises lying East of North Beach Drive as may be asserted by Public user or by reason of a Quit Claim Deed recorded on January 11, 1905 in Volume 507 of Deeds on Page 313 as Document No. 509531." However, the date of the title policy (March 1994) predates the Appellate Court decision.

Regardless of the merits of the opinion of the Appellate Court, both the Village Attorney and I have come to the conclusion that the language of the decision still grants the Village the right to perform work within the parcels that have been deemed to be privately owned (8005 and 8025 North Beach and a smaller third parcel having an ownership address of 8223 North Lake Drive but located immediately north of the parcel at 8025 North Beach). The work undertaken was for the purpose of protecting Beach Drive from the damaging effects of wave action and erosion and was therefore consistent with the "use and enjoyment of the public as a public street or highway."

It is noted that ownership of the remaining parcels along the shoreline are not in dispute and are owned by the Village of Fox Point. In light of the foregoing information, I am of the opinion the Village may proceed with the long-term stabilization of the shoreline as well – not just on the publicly owned portion of the shoreline but on the now considered privately owned portion of the shoreline. Improvements along the shoreline adjacent to Beach Drive are distinctly different from others that have been, are currently, or will be performed along private property shoreline. Namely, the Village holds what is considered an easement along the privately owned portion of the shoreline and, more importantly, needs to ensure that the road is adequately protected from the erosional forces of higher lake levels. The funding of such improvements – whether on public property or private property adjacent to Beach Drive – is a policy matter for the Village Board to consider as we establish the costs to improve and identify the property owners who benefit from such improvements.

Attachment A

WSO Contract – Original Scope of Work

AGREEMENT

THIS AGREEMENT is by and between Village of Fox Point (hereinafter called OWNER) and WSO Grading & Excavating LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Placement of a revetment system to be constructed of 2' x 2' x 6' concrete blocks, or variations thereof, to protect the shoreline along Beach Drive between 8000 North Beach and 8040 North Beach pursuant to the temporary protection design prepared by Miller Engineers and Scientists. The Work includes two rows of concrete block spaced approximately six feet apart stacked one high to protect the shore from possible erosion and a second layer of block placed on top of the first layer near the shoreline.

ARTICLE 2. - THE PROJECT

2.01 The Work may be the whole or only a part of the Project, which is generally described as follows:

The Work is the whole of the Project.

ARTICLE 3. PUBLIC WORKS

3.01 The Director of Public Works, which is hereinafter called DIRECTOR and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4. - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before June 26, 2020.

4.03 Liquidated Damages

A. Intentionally Omitted.

ARTICLE 5. - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following: Work shall be completed on a time and materials basis in an amount not to exceed \$65,100.

ARTICLE 6. - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment per the Contract Documents.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment once each month during performance of the Work.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by DIRECTOR.

6.04 Subcontractors.

A. As required by Wisconsin Statute Section 779.14(1m)(d)(1)(a), OWNER is authorized to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors.

ARTICLE 7. - INTEREST

7.01 All moneys not paid when due shall bear interest at the maximum rate allowed by law at the location of the Project.

ARTICLE 8. - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Building Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to all federal, state, and local Laws and general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedure of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given DIRECTOR written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract

Documents, and the written resolution thereof by DIRECTOR is acceptable to CONTRACTOR.

I. The contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9. - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Certificate of Insurance;
3. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Public Records Responsibilities Contract Terms;
 - b. Emergency Resolution;
 - c. CONTRACTOR's Quote;
 - d. Documentation submitted by CONTRACTOR prior to Notice of Award, including any shop drawings;
 - e. Miller Engineer's and Scientists Temporary Protection Design.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented by the express written agreement of the parties.

ARTICLE 10. - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions, if any.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract documents.

10.04 Indemnification and Insurance:

A. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the CONTRACTOR shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the OWNER, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The CONTRACTOR shall also name as additional insureds on its general liability insurance the OWNER, its officers, agents, employees and any independent contractors hired by the OWNER to perform services as to the Work and give the OWNER evidence of the same upon request by the OWNER. This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

B. The following insurance requirements apply to this agreement, unless greater insurance protection is required by the Contract Documents, in which case the terms most favorable to OWNER are required. At all times during the term of this agreement, CONTRACTOR shall keep in force and effect a Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to commencement of the Work, the Company shall furnish OWNER with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Village Attorney for approval as to the form, and shall be subject to the approval of the Village Attorney. The OWNER will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this agreement. OWNER, its boards, commissions, agencies, officers, employees

and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

10.05 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

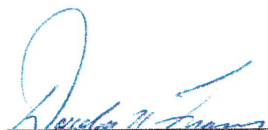
10.06 Other Provisions:

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed 3 copies of this Agreement. Counterparts of each have been delivered to OWNER, CONTRACTOR, and DIRECTOR. All portions of the Contract Documents have been signed as needed by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on date of OWNER's signature (which is the Effective Date of the Agreement).

OWNER:

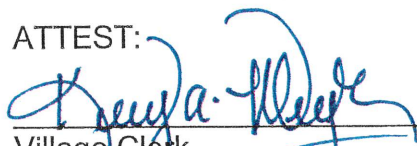
Village of Fox Point



Village President

Date: May 12, 2020

ATTEST:



Village Clerk

Address for giving notices:

Village of Fox Point Village Hall
7200 North Santa Monica Boulevard
Fox Point, WI 53217-3505

Designated Representative:

Name: Scott Brandmeier

Title: Director of Public Works

Address: 7200 N. Santa Monica Blvd.

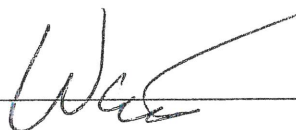
Fox Point, WI 53217

Phone: 414-247-6624

Facsimile:

CONTRACTOR:

WFO GRADING & EXCAVATING

By: 

Title: OWNER



Date: 05/12/20
(CORPORATE SEAL)

ATTEST

Title:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name:

Title:

Address:

Phone:

Facsimile:

Exhibit A
Public Records Responsibilities Contract Terms

Municipality and Contractor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Municipality and Contractor agree as follows. When Municipality receives public records requests for matters that Municipality believes might be proprietary or confidential information, Municipality will notify Contractor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Contractor shall either provide Municipality with the record that is requested, for release to the requestor; or Contractor shall advise Municipality that Contractor objects to the release of the requested information, and the basis for the objection. If for any reason Municipality concludes that Municipality is obligated to provide a record to a requestor that is in Contractor's possession, Contractor shall provide such records to Municipality immediately upon Municipality's request. Contractor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

RESOLUTION NO. 2019-22BRESOLUTION TO DETERMINE THAT EROSION ALONG LAKE
MICHIGAN THREATENS BEACH DRIVE AND PUBLIC
INFRASTRUCTURE AND CONSTITUTES A PUBLIC EMERGENCY
REQUIRING IMMEDIATE MEASURES TO PROTECT THE SHORELINE

WHEREAS, the Village of Fox Point Director of Public Works/Village Engineer has reported that the combination of record high water elevation levels of Lake Michigan and high winds has caused substantial erosion of the Lake Michigan shoreline in the vicinity of Beach Drive and other public infrastructure; and

WHEREAS, high water levels within Lake Michigan are not expected to recede any time soon, and whether the water levels will continue to rise is also unknown; and

WHEREAS, the Village of Fox Point Director of Public Works/Village Engineer notes that some impacts have already been observed at Village Lift Station 1 due to these conditions, and the risk of further adverse impacts continues as the erosion continues along the lake shore; and

WHEREAS, the Director of Public Works/Village Engineer has estimated that the preparation of bid specifications, advertising for bids, and fully following the public bidding process would result in the repair work being done no sooner than 6-8 weeks from now, and the Director of Public Works/Village Engineer has recommended that the repairs be completed sooner than this timeline would allow; and

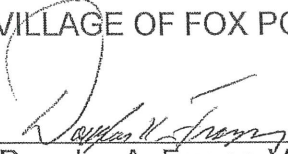
WHEREAS, the Village Board finds that, under these circumstances, waiting nearly two months to fix the problem would not provide adequate service and protection to the Village, and would place the Village in significant risk with regard to health, safety and welfare; and

WHEREAS, the Village of Fox Point Village Board finds that the Lake Michigan lake shore abutting Beach Drive and public infrastructure requires immediate work to prevent further erosion.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village of Fox Point Village Board, Milwaukee County, Wisconsin, that the erosion along the Lake Michigan shoreline requires immediate work to prevent erosion; and as a result, public bidding for this work will not be required, pursuant to Wisconsin Statutes Section 62.15(1b) and 61.54.

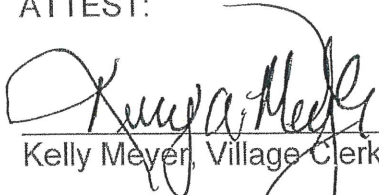
Dated this 12th day of November, 2019.

VILLAGE OF FOX POINT



Douglas A. Frazer, Village President

ATTEST:



Kelly Meyer, Village Clerk/Treasurer

C:\MyFiles\Fox Point\Emergency Repairs\Res re shoreline repairs 10.31.19.docx

**WSO Grading & Excavating LLC**

121 Highview Drive
Cedarburg, WI 53012
2623760456
jodelle@wsograding.com

Estimate

ADDRESS

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

ESTIMATE # 2641**DATE** 05/06/2020**EXPIRATION DATE** 11/06/2020**WORKSITE**

8000-8046 Beach Drive

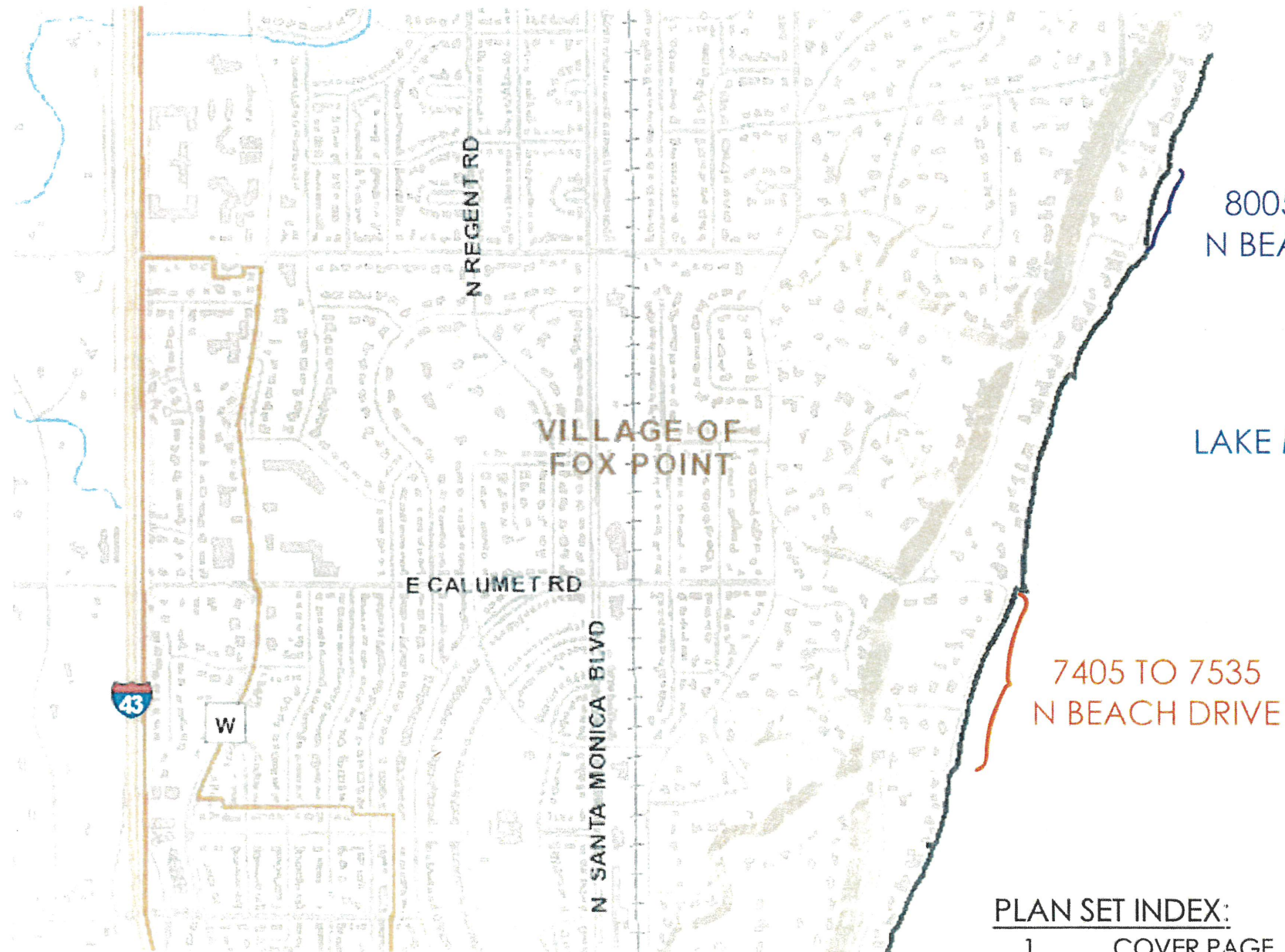
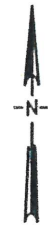
DESCRIPTION	QTY	UNIT PRICE	TOTAL
Clear and Grub Trees and Driftwood Between Road and Pond			7,200.00
Supply Material, Machines, and Labor To 600' (300) Jersey Barriers 2'x2'x6' As Per Plan Mobilization Includedd			57,900.00
TOTAL			\$65,100.00

Accepted By

Accepted Date

Attachment B
Miller Engineer's Design Plan

MAP VIEW OF PROJECT LOCATION (7405 TO 7535 AND 8005 TO 8035 N BEACH DR)



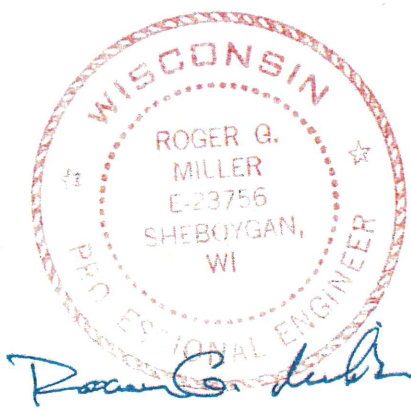
8005 TO 8035
N BEACH DRIVE

LAKE MICHIGAN

7405 TO 7535
N BEACH DRIVE

PLAN SET INDEX:

1. COVER PAGE
2. PLAN VIEW
3. CROSS SECTION VIEW



Roger G. Miller
6/8/2020

EMERGENCY PROTECTION DESIGN - NORTH ROAD SEGMENT

5308 S. 12th Street
Sheboygan, WI 53081-8099
Phone: (920) 458-6164
Fax: (920) 458-0369
www.statwithmiller.com

MILLER
ENGINEERS
SCIENTISTS

NO.	DATE	DESCRIPTION

EMERGENCY SHORELINE PROTECTION DESIGN
VILLAGE OF FOX POINT
N BEACH DRIVE
FOX POINT, WISCONSIN

SCALE	
HOR.	
VER.	
DATE	06/08/2020
JOB	20491-F
BY	EBB
CK	RGM
SHEET	1 OF 3

PLAN VIEW (8005 TO 8035 N BEACH DR)

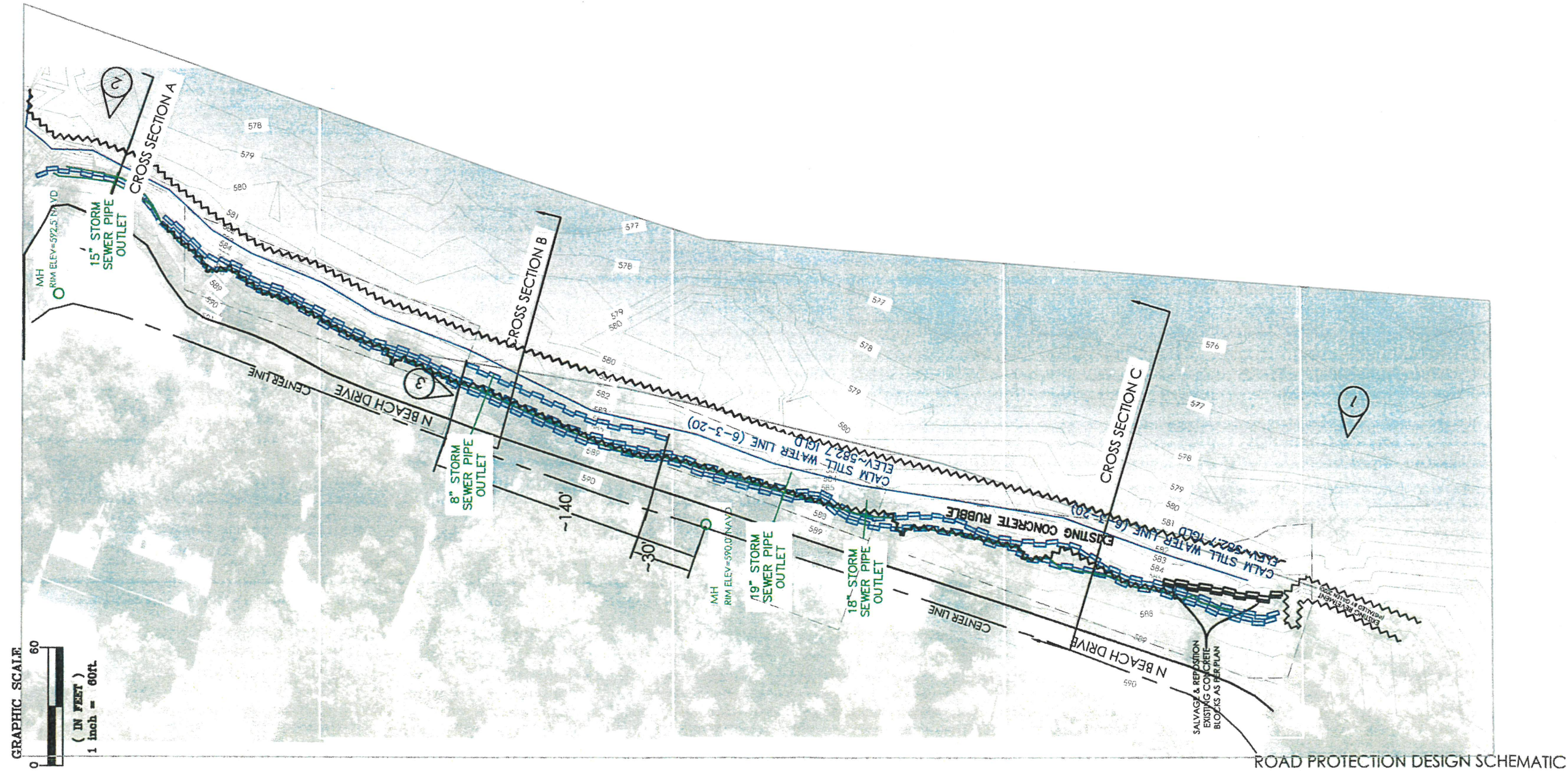


PHOTO 1: LOOKING WEST AT THE EXISTING GILLEN REVETMENT AND CONCRETE BLOCKS.



PHOTO 2: LOOKING WEST AT THE EXISTING LIMESTONE BLOCK RETAINING WALL.



PHOTO 3: LOOKING SOUTH ALONG THE EXISTING CONCRETE RUBBLE SHORELINE PROTECTION.

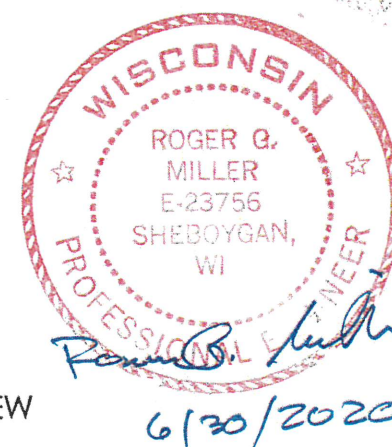
EMERGENCY SHORELINE PROTECTION DESIGN
VILLAGE OF FOX POINT
N BEACH DRIVE
FOX POINT, WISCONSIN

SCALE
HOR. 1"=100'
VER. 1"=100'
DATE
06/08/2020
JOB
20491-F
BY
EBB
CK
RGM

SHEET
3 OF 3

MILLER
ENGINEERS
SCIENTISTS

5308 S. 12th Street
Sheboygan, WI 53081-8099
Phone: (920) 456-6164
Fax: (920) 456-0269
www.starlumiller.com

[illegible]

EMERGENCY SHORELINE PROTECTION DESIGN
VILLAGE OF FOX POINT
N BEACH DRIVE
FOX POINT, WISCONSIN

SCALE	
HOR.	
VER.	
DATE	06/30/2020
JOB	20491-F
BY	EBB
CK	RGM
SHEET	1 3

PLAN VIEW (8005 TO 8035 N BEACH DR)

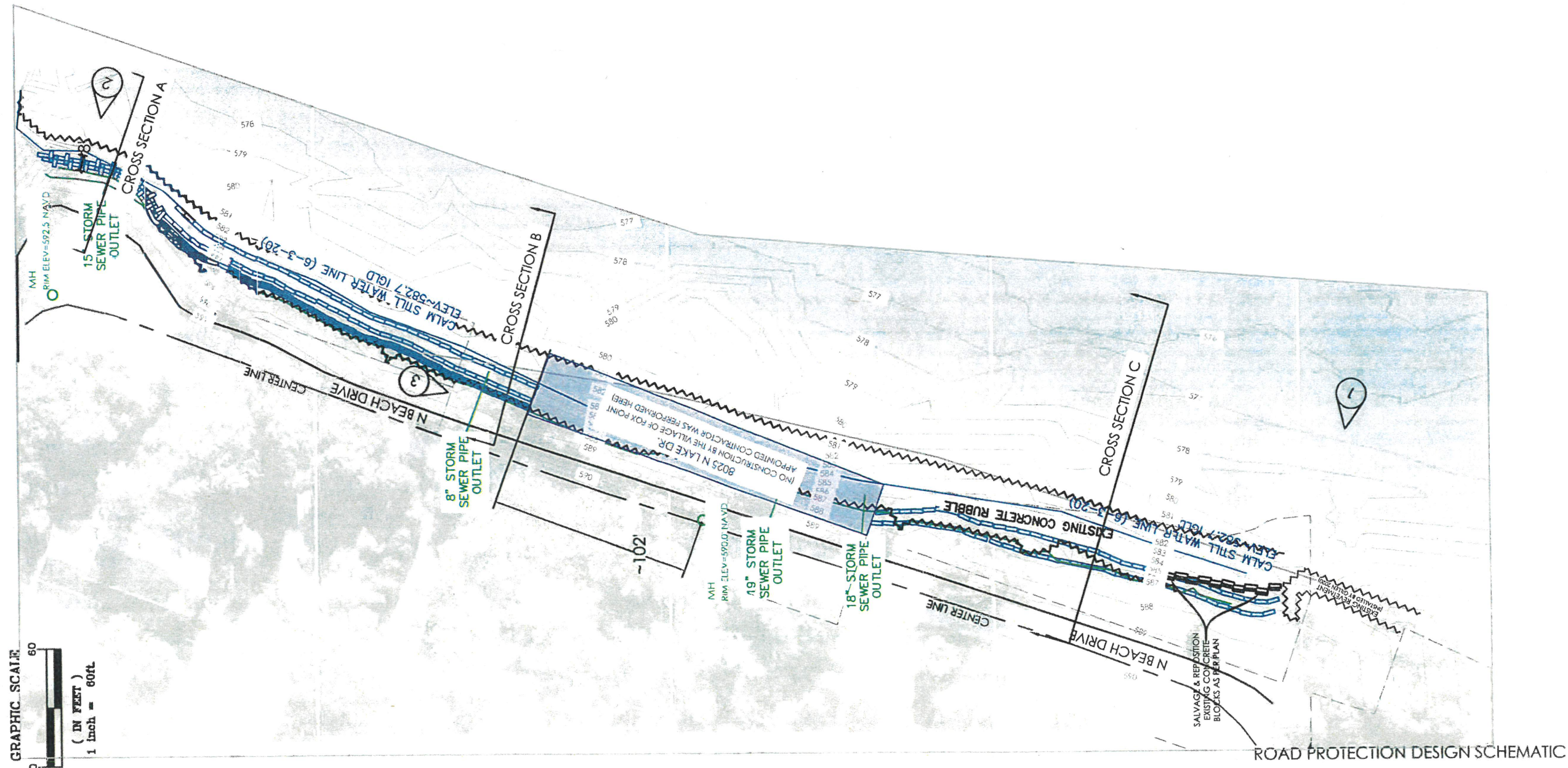


PHOTO 1: LOOKING WEST AT THE EXISTING GILLEN REVETMENT AND CONCRETE BLOCKS.

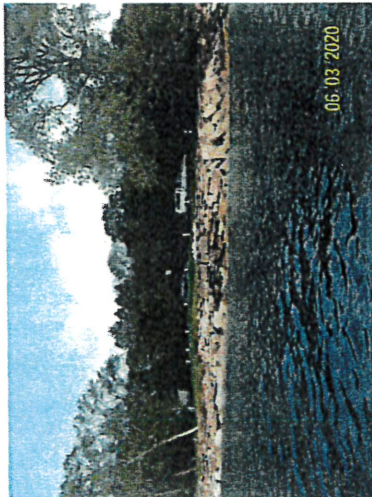


PHOTO 2: LOOKING WEST AT THE EXISTING LIMESTONE BLOCK RETAINING WALL.

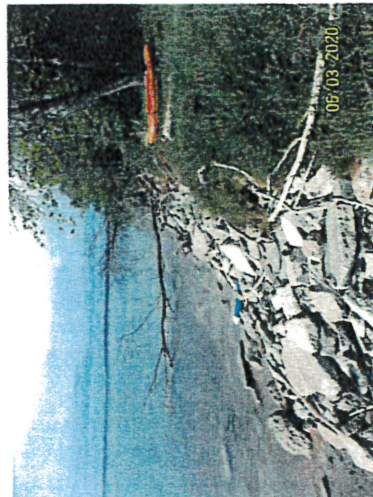
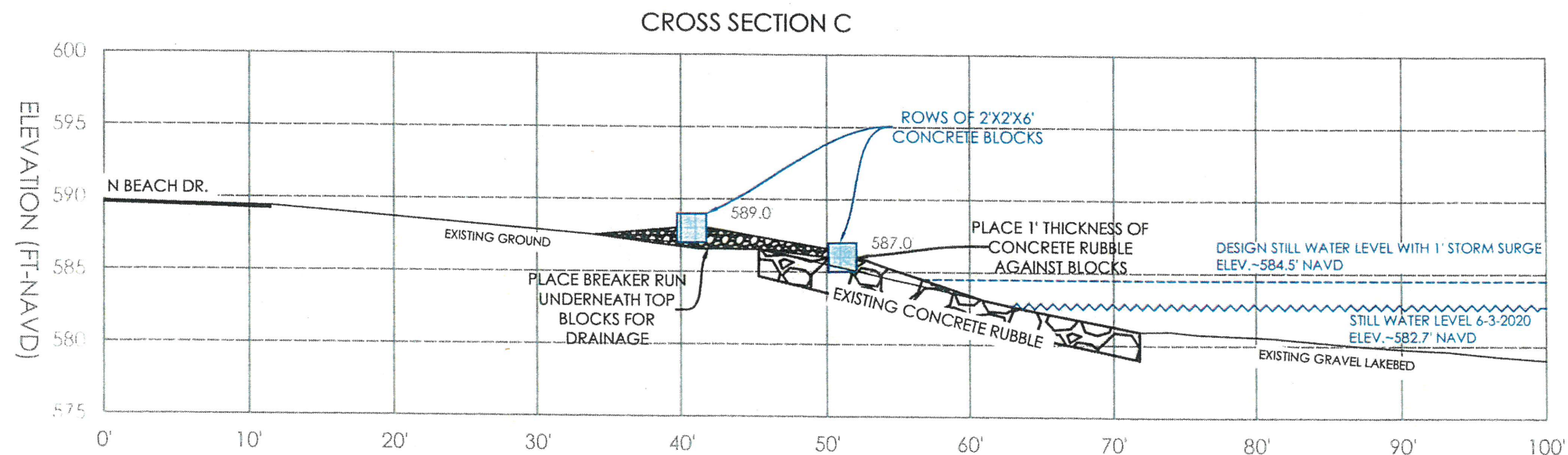
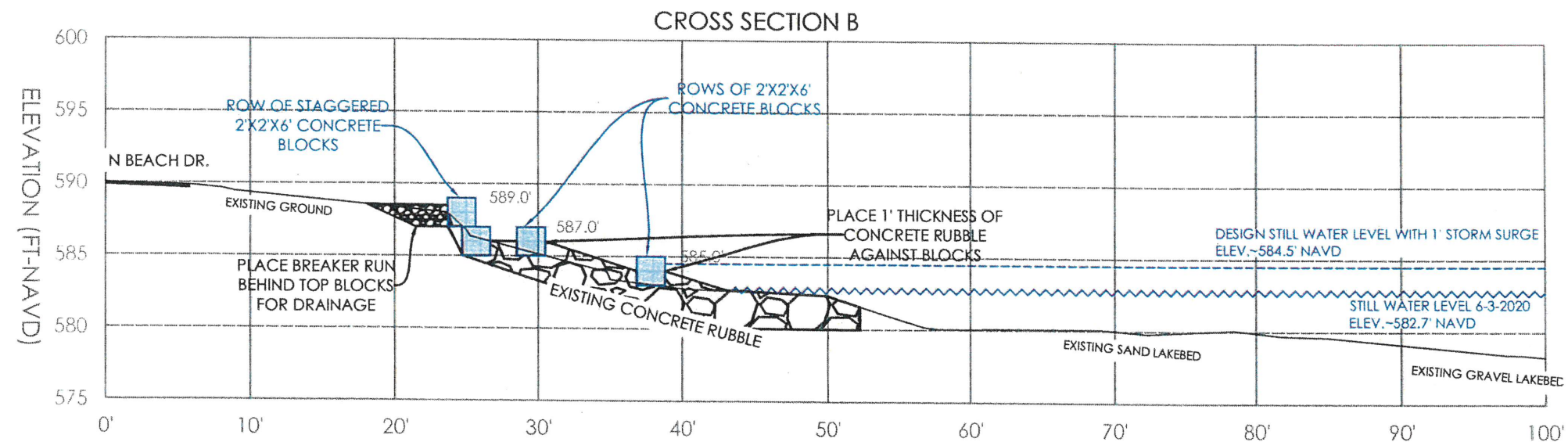
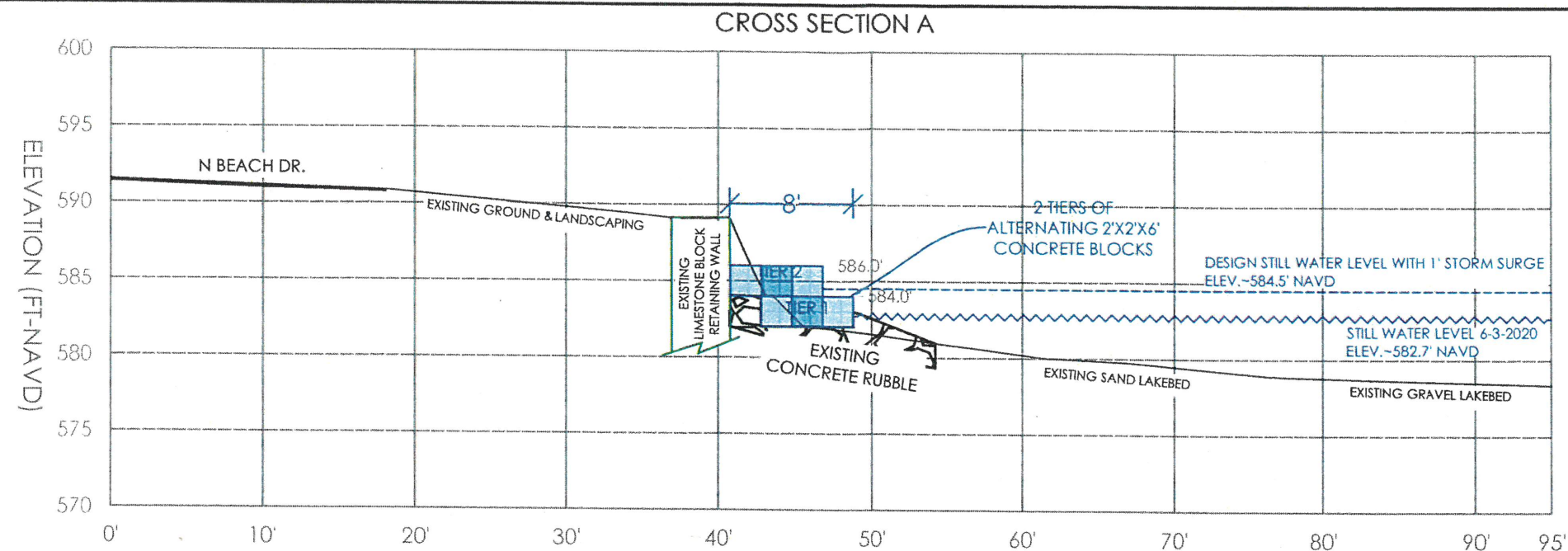


PHOTO 3: LOOKING SOUTH ALONG THE EXISTING CONCRETE RUBBLE SHORELINE PROTECTION.

SCALE	HOR. 1"=100'
VER. 1"=100'	
DATE	06/30/2020
JOB	20491-F
BY	EBB
CK	RGM
SHEET	2 of 3

NO.	DATE	BY
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



ROAD PROTECTION DESIGN SCHEMATIC

Attachment C
Miller Engineer's Revised Design

June 29, 2020

20491-001

Village of Fox Point
7200 N Santa Monica Blvd.
Fox Point WI 53217

Subject: **North Segment (8005 to 8035 N Beach Dr) Emergency Protection Design
Village of Fox Point, Milwaukee County, Wisconsin**

To Whom It May Concern:

In addition to the stretch of N Beach Drive from 7405 to 7535, erosion during this period of high lake water levels has also put a northern approximately 670' long stretch of N Beach Drive road (from parcels 8005 to 8035) at risk. The current erosion scarp to the road is as close as 12' and this stretch of road is the only access to 14 houses along and further north of this segment. Therefore, an emergency protection design to prevent the further advancement of erosion and subsequent road failure is warranted.

A similar emergency protection design as to what had been designed and constructed along the southern segment of N Beach Drive (parcels 7405 to 7535) had been prepared for this northern segment (refer to the attached *Northern N Beach Drive Segment Emergency Protection Design*). Some design modifications were made and are summarized below:

The emergency protection design for the southern segment was based upon an estimated bathymetric profile and consisted of two rows of staggered 2'x2'x6' pre-cast concrete blocks with top of block elevations at 587' and 585' NAVD. Due to continued overtopping of these blocks during large storms, an additional block was placed over the western-most row in order to provide a top elevation of 589'. Since the northern segment of protection was not constructed until this summer, a recent bathymetric survey of the subject shoreline was performed and it was determined that the top concrete block should reach an elevation of 590.0' NAVD for a design high-water level of 584.5' NAVD. The homeowners requested the top of concrete block be 1' lower in order to maintain their view of Lake Michigan. Since that would place the top of block at the same elevation as what was constructed and is performing well at the south end, the top of block elevations was reduced accordingly. In order to account for the topographic variability along the shoreline, this design consists of **two to three rows of blocks with top elevations of 589', 587', and 585'**. Due to vertical challenges along the northern portion of the subject segment of shoreline, the western most row of blocks consists of two stacked blocks with the upper block recessed 1' landward.

Contrary to the southern segment design, **the blocks along the northern stretch are not staggered**. While staggering the blocks results in a more efficient energy absorbing system, this stretch of shoreline is partially owned by individual homeowners and thus

their aesthetic preferences were accommodated. Alternatively, existing rip rap and concrete rubble was arranged to gently slope up to the eastern row of blocks to absorb more energy.

The **8025 N Lake Drive** homeowner, and thus owner of approximately 185 lineal feet of the subject stretch of shoreline, decided not to move forward with Miller Engineers & Scientists design. That parcel has been hatched in purple in the attached design figure and **no construction by the Village of Fox Point appointed contractor was performed along there.**

The north approximately 65' of the subject shoreline segment consists of an **existing limestone block retaining wall**. Due to the reflective nature of the relatively flat retaining wall, a design of **alternating concrete blocks** was constructed similar to what had been constructed around the sheet piling at the southern end of the southern stretch of shoreline. The design consists of two tiers of concrete blocks alternating 90 degrees. The bottom tier was placed as far as 8' waterward of the OHWM directly on the lakebed and the second tier was recessed 2' and placed on the prior tier with a 3' offset. The lakebed in this area is a little steeper due to the reflective nature of the retaining wall; therefore, the top of tier 1 blocks lying directly on the lakebed is at 584.0' NAVD and the top of tier 2 blocks is at 586.0' NAVD.

The emergency protection design is currently under construction and is anticipated to be completed by the end of the week.

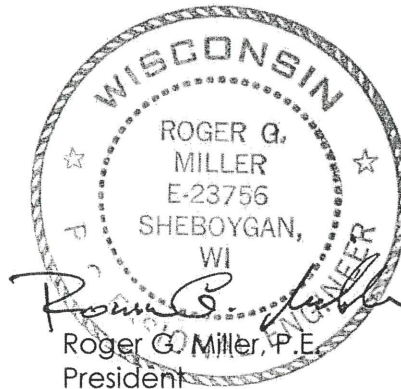
Please call or email with any questions.

Sincerely,

Miller Engineers & Scientists



Emily Blum, E.I.T.
Junior Engineer



6/30/2020

Attachments: Emergency Protection Design - North Road Segment

I:\DATA\20400\20491 - Village of Fox Point Lakeshore\001 - Sanitary Line Erosion\19-50-01 - Sanitary Main Protection\Reports\North Segment Emergency Protection Design Memo.docx

Attachment D

WSO Invoices



WSO Grading & Excavating LLC

121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jodelle@wsograding.com

INVOICE

BILL TO

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

INVOICE # 4056

DATE 08/15/2020

DUE DATE 08/30/2020

TERMS Net 15

WORKSITE

Fox Point - Beach Drive

DATE	DESCRIPTION	QTY/HRS	RATE	AMOUNT
06/16/2020	Re Set Blocks From 6/11/20	11	150.00	1,650.00
06/29/2020		26	150.00	3,900.00
	4-8" Stone	207.78	54.50	11,324.01
	* Stone / Trucking / Placement			

Thank You for your business!

BALANCE DUE

\$16,874.01

**WSO Grading & Excavating LLC**

121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jodelle@wsograding.com

INVOICE

BILL TO

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

INVOICE # 4057**DATE** 08/15/2020**DUE DATE** 08/30/2020**TERMS** Net 15

DATE	DESCRIPTION	QTY/HRS	RATE	AMOUNT
06/11/2020	Unload (8) Delivered loads of Blocks (120)			
06/12/2020	Truck in Breaker run (1) Unload (2) Delivered loads of Blocks (30) Place Block	11	193.00	2,123.00
06/15/2020	Truck in 4-8 " (3) * No Block Placed			0.00
06/16/2020	Re Set Blocks From 6/12/20			0.00
06/17/2020	Set Blocks	34	193.00	6,562.00
06/18/2020	Truck in 4-8 " (3) Set Blocks	30	193.00	5,790.00
06/19/2020	Truck in Breaker run (1) Truck in 4-8" (1) Unload (3) delivered loads of Blocks (45)	30	193.00	5,790.00
06/22/2020	Truck in 4-8 " (1) Set Block	32	193.00	6,176.00
06/23/2020	Set Blocks	33	193.00	6,369.00
06/24/2020	Truck in 4-8 " (1) Truck In breaker run (1) Unload (4) Loads of delivered block (60) Place Blocks	31	193.00	5,983.00
06/25/2020	Truck in Breaker run (1) Place Blocks	29	193.00	5,597.00
06/26/2020	Truck In 4-8" (1) unload 3 delivered loads of block (57) Set Blocks	30	193.00	5,790.00
06/29/2020	reset 26 Block			
06/30/2020	Unload (2) delivered loads of block (30) Set Blocks	30	193.00	5,790.00
07/01/2020	Truck in Breaker run (1) Truck in 4-8"(1)			
07/08/2020	Set Blocks	32	193.00	6,176.00

DATE	DESCRIPTION	QTY/HRS	RATE	AMOUNT
08/06/2020	Set Blocks	20	193.00	3,860.00
08/07/2020	Unload (3) loads of delivered block (30) Set Blocks	30	193.00	5,790.00
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	.			
	CREDIT DONATED BLOCK	150	-23.00	-3,450.00

Thank You for your business!

BALANCE DUE **\$68,346.00**



WSO Grading & Excavating LLC
121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jodelle@wsograding.com

INVOICE

BILL TO

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

INVOICE # 4058

DATE 08/15/2020

DUE DATE 08/30/2020

TERMS Net 15

WORKSITE

8005 N. Beach Dr.

DESCRIPTION	QTY/HRS	RATE	AMOUNT
Grade Out 12 Quad Loads Of Fill Place 93 CY Of Screened Topsoil Seed, Starter Fertilizer, Erosion Blanket			6,707.00

Thank You for your business!

BALANCE DUE

\$6,707.00



WSO Grading & Excavating LLC

121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jdwagner28@yahoo.com

INVOICE

BILL TO

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

INVOICE # 4063

DATE 09/24/2020

DUE DATE 10/09/2020

TERMS Net 15

WORKSITE

Beach Dr

DATE	DESCRIPTION	QTY/HRS	RATE	AMOUNT
09/14/2020	Cutting down 7 Ash trees-Beach Dr.	1	1,800.00	1,800.00

Thank You for your business!

BALANCE DUE

\$1,800.00

Attachment E
1971 Village Board Minutes

June 22, 1971

A regular meeting of the Village Board of the Village of Fox Point was held in Schwemer Hall in the Municipal Building, 7200 North Santa Monica Blvd., on Tuesday, June 22, 1971, at 7:45 p.m.

Those present and those absent were as follows:

George F. Morrison
John M. Reinhart
Eugene G. Haeberle
Daniel W. Howard
Charles V. James

Absent: Carl W. Backus
William L. Etzold

Messrs. Fraley N. Weidner, Village Attorney and W. J. Blong, Village Manager and Engineer, were also present.

A group of residents were present relative to the matter on whether or not the beach in the 8000 block is a public beach.

Mr. Morrison requested Mr. Weidner to review the legal position on this matter.

Mr. Weidner stated that he had asked the Village Board to engage the services of Attorney Maxwell H. Herriott to review the legal status of whether the beach in question is a public beach. Mr. Weidner stated that Attorney Herriott had been Village Attorney of Fox Point from the time that the Village had been incorporated until the mid 1950's. A legal opinion dated June 18, 1971 was submitted by Attorney Herriott Re: Rights of the Village of Fox Point in land comprising the north Fox Point beach. In the opinion, Attorney Herriott cited that in 1904 there was a deed from the Calumet Land Company to the Town of Milwaukee which includes the land on the east side of Beach Road down to the low water mark and that it is Attorney Herriott's opinion that the Village owns the easement which means that the land can be used by the public. The area had been used by the public since the 1800's for picnicing, bathing and watering cattle. In 1926 an ordinance was adopted by the Village Board regulating parking, picnicing and bathing.

Mr. Weidner read part of the ordinance that had been adopted in 1926 which regulated the number of permits that could be issued. The number of permits could not exceed 20 daily permits nor could exceed 100 people that could use the north and south beaches.

Mr. & Mrs. Edward Kaiser, 8005 N. Beach Drive, were present. Mr. Kaiser stated that they bought their property in 1948 or 1949 and according to their deed they own the land to the low water mark and have been paying taxes on the property in question. He submitted copies of a survey of their property. He stated that prior to his building his home he had offered to give an easement to the Village at the rear of his property so that Beach Road could continue north along the bluff instead of jogging out to the east.

June 22, 1971

He stated that Reads and Churchills were also willing to give easements on their property to the Village along the bluff, but that the Village would not accept the proposed easements.

Mr. Kaiser stated that there is junk on the beach, noise from motorcycles, congestion of traffic and the beach is used as a bathroom. He stated that there is screaming and shouting by the people using the beach which continues until 9, 10 or 11 P.M. He stated that there are no life guards, no toilet facilities and that people are making a dump out of the beach. He stated that the Village has built a swimming pool for the residents.

Mrs. Kaiser stated that allowing 100 people on the beach would be a lot of people for the beach area. She stated that there are persons using motorcycles and jeeps on the beach.

Mr. Henry Rosenberg, 8090 N. Beach Drive, was present. He stated that he lives north of the beach area in question. He stated that in the public use of the beach there is the matter of safety, health and sanitation to be considered. He stated that there are empty beer cans and bottles on the beach and that there would be an added expense on the part of the Village to have the Police patrol the beach.

Dr. David Gutmacht, 8100 N. Beach Drive, was present and objected to the public use of the beach.

In reply to a question asked by Mr. Haeberle about the cans etc. on the beach, although no permits have been issued for the past year, Mr. Kaiser stated that although no permits have been issued the past year, there is junk on the beach but that with the issuance of permits there would be more junk on the beach.

Mr. Rosenberg inquired why the north end of the beach has different treatment than the south beach; that rubble had been put in along the lake shore at the south beach.

Mr. Blong stated that in the early 1950's the south part of Beach Road was being washed out by the lake and the Village had to put in rubble to protect the road.

Dr. Donald Ratke, 8080 N. Beach Drive, was present and stated that it was not fair for the limited few that would use the beach to impose problems for those who live on the Beach Road. He stated that there have been repeated thefts when the beach was open to the public but fewer thefts when permits had not been issued.

Mr. Kaiser stated that the ordinance relative to issuing permits for parking, picnicing and bathing should be changed. He stated that there were no homes on the part of Beach Road in question when the ordinance was adopted. He stated that the homes were built in 1948 and after that year. He stated that there should not be any public use of the beach.

June 22, 1971

Mr. Weidner asked Mr. Kaiser whether the road could be installed along the bluff.

Mr. Kaiser stated that it could not since their house was planned and located on their property with the road in its present location. He stated that they and the Reads have tennis courts on their properties near the bluff.

Mr. James stated that he had just received the 7 page opinion from Maxwell Herriott this evening and has not had an opportunity to review it. He suggested that any decision be deferred until a later date.

Mr. Reinhart stated that the Village Board had to determine the right of ownership and had to find out whether the Village owned the beach; the use of the beach will be up to the Board.

Mr. Morrison stated that the Village Board has the report from Attorney Herriott and that no action will be taken until the Board has had an opportunity to study the report.

Attorney Thomas J. Drought, representing the Village of Bayside was present relative to the property owned by the Nicolet High School District that is located in the Village of Bayside. Attorney Drought stated that the land had been acquired for a second high school but that a referendum for the building of another high school had been defeated some years ago. He stated that the land will not be needed by the Nicolet High School District.

A letter and copy of a resolution adopted by the Village Board of Bayside on June 3, 1971, was presented. The resolution urged that the Joint Union High School District No. 1 (Nicolet High School) take immediate steps to dispose of the property, and that the School Board include in the agenda of the forthcoming annual school meeting, the matter of disposing of the property referred to in the resolution and that it request and urge authorization to dispose of said property.

Attorney Drought stated that the revenue from the property would benefit the residents of the school district.

Attorney Drought stated that the Nicolet School Board plans to appoint a Study Committee to study whether there would be other educational purposes for the property.

The Board of Trustees of the Village of Bayside respectfully solicits Fox Point's support in assisting them to encourage the Joint Union High School District No. 1 School Board, and residents of Fox Point to sell the property owned by the Nicolet District at a fair market value.

The minutes of the previous meeting held on June 8, 1971, were approved as presented.

August 10, 1971

The health insurance for an employee is effective two months after a person is employed and he therefore was not eligible for health insurance coverage for the appendectomy.

The claim was referred to the Village Attorney.

Mr. Blong presented a letter from Attorney Levin relative to Mr. and Mrs. Edward Kaisers's claim of ownership of property to the low water mark of Lake Michigan at 8005 North Beach Drive.

The Board discussed the Beach matter and the opinion from Attorney Maxwell Herriott stating that the Village owns the beach in the 8000 block on N. Beach Drive.

On motion of Mr. Haerberle, seconded by Mr. Backus and carried, Mr. Etzold voting no and Mr. Morrison not voting, the Board lifted the moratorium on the issuance of permits for the use of the public beaches for picnics, parking and bathing.

Mr. Howard suggested that signs be erected on the public beaches cautioning people that they swim at their own risk.

A communication was presented from the Wisconsin Gas Company pertaining to a demonstration on residential gas incinerators. It was the feeling of the Board that this was an individual home owners prerogative to purchase incinerators. All residents are required to have either an incinerator or a garbage disposal, but the Village is in no position to promote a certain type of incinerator or disposal.

Mr. Weidner presented a revised copy of by-laws of the Village Board of the Village of Fox Point.

On motion of Mr. Etzold, seconded by Mr. Backus and unanimously carried, the present by-laws were repealed and the following by-laws were adopted:

BY-LAWS OF VILLAGE BOARD
OF
VILLAGE OF FOX POINT
Article I

Meetings

Section 1. The regular meetings of the Village Board shall be held at 7:45 o'clock p.m. at the Village Hall on the second and fourth Tuesdays of each month.

Section 2. Special meetings of the Village Board may be called as provided by Wisconsin Statutes.

Section 3. Notice of regular meetings and of duly called special meetings of the Village Board shall be given to all Trustees by the Clerk orally personally or by telephone, or in writing.

Attachment F

Nicolet v. Village of Fox Point

Nicolet v. Village of Fox Point

177 Wis. 2d 80 (Wis. Ct. App. 1993) · 501 N.W.2d 842
Decided May 7, 1993

No. 92-1156.

Submitted on briefs January 6, 1993. —

81 Decided May 7, 1993. *81

APPEAL from an order of the circuit court for Milwaukee county: WILLIAM J. SHAUGHNESSY, Judge.
Reversed.

For the plaintiff-appellant the cause was submitted on the briefs of *Weiss, Bergowski, Brady Donahue*, with *Debra A. Slater*, of counsel, of Milwaukee.

For the defendant-respondent the cause was submitted on the briefs of *Carl Backus*, Village Attorney, of Milwaukee.

Before Wedemeyer, P.J., Sullivan and Schudson, JJ.

SCHUDSON, J.

This is an appeal from the trial court order dismissing the complaint of Steven and Christiana Nicolet and Brian L. Read that sought judgments declaring their ownerships of lands, and orders enjoining the Village of Fox Point from any actions inconsistent with their ownerships. The trial court dismissed the complaint because the

82 Nicolets and Read failed to comply with the notice requirements of sec. 893.80(1), Stats. We reverse. *82

I. BACKGROUND

The Nicolets and Read are neighbors, owning adjoining properties on Beach Drive in Fox Point. Their properties face Lake Michigan and run at least to Beach Drive, a public road. Their dispute with the Village involves the land directly across the road, between Beach Drive and Lake Michigan.

In 1990, the Nicolets contacted the Village regarding their plans to landscape property between Beach Drive and Lake Michigan. Subsequently, they received a letter from the Fox Point village attorney stating that "Fox Point has always taken the position that such land belongs to Fox Point," and that "[a]ny landscaping or other use of the property will be considered a trespass. . . ."

At about this same time, Read applied to the Village for a permit to build a home on his property. The Village denied his application because of its determination that Read's lot was not big enough to accommodate his plans, consistent with the requirements of the Fox Point zoning code. In denying his application, however, the Village did not include the land between Beach Drive and Lake Michigan in its calculation of the lot size. Read alleges that had the Village done so, his application would have complied with the code.

The Nicolets and Read attempted to gain confirmation that they owned the lands in question. On December 19, 1990, counsel for their title insurer, Chicago Title Insurance Company, wrote the village attorney asserting their position, and asking that the letter be considered "a formal request that the Village acknowledge the fee ownership of these lands in the owners of these lakefront properties." Receiving no response from the Village, the Nicolets and Read commenced their action for declaratory judgments and *83 injunctive relief under secs. 840.03 and 841.01, Stats., on April 12, 1991. The trial court denied the plaintiffs' motion for summary judgment, granted the Village's cross-motion for summary judgment and dismissed the complaint for failure to comply with sec. 893.80(1), Stats. In dismissing the complaint, the trial court relied on the uncontroverted affidavit of the Fox Point village clerk. According to the affidavit, neither she nor any village official received any written notice of the circumstances of the claim, or any itemized statement of relief sought by the Nicolets or Read. Accordingly, the trial court concluded that the plaintiffs failed to comply with either sec. 893.80(1)(a), Stats., or sec. 893.80(1)(b).¹

¹ The trial court also rejected the contention of the Nicolets and Read that the letter from Chicago Title to the village attorney otherwise satisfied the actual notice and lack of prejudice requirements of sec. 893.80(1), Stats., because: (1) the letter was never presented to the village clerk; and, (2) Chicago Title was not a party to the lawsuit.

II. DISCUSSION

Section 893.80(1), Stats., in part, provides:

[N]o action may be brought or maintained against any. . . political corporation, governmental subdivision or agency. . . unless:

(a) Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney is served on the. . . political corporation, governmental subdivision or agency and on the officer, official, agent or employee under s. 801.11. Failure to give the requisite notice shall not bar action on the claim if the. . . subdivision. . . had actual notice of the claim and the claimant shows to *84 the satisfaction of the court that the delay or failure to give the requisite notice has not been prejudicial to the defendant. . .; and

(b) A claim containing the address of the claimant and an itemized statement of the relief sought is presented to the appropriate clerk or person who performs the duties of a clerk or secretary for the defendant. . . and the claim is disallowed.

Appellants argue that their claim for injunctive relief should not be subject to the requirements of sec. 893.80, Stats., because that statute does not apply to equitable actions.² We agree.

² Appellants raise other arguments with respect to the nonapplicability of sec. 893.80, Stats., to their action for injunctive relief. Because of our holding, we need not address the other arguments. See *Gross v. Hoffman*, 227 Wis. 296, 300, 277 N.W. 663, 665 (1938) (only dispositive issue need be addressed).

The Village relies on *Figgs v. City of Milwaukee*, 121 Wis.2d 44, 357 N.W.2d 548 (1984), to support its contention that sec. 893.80, Stats., applies to actions for equitable relief as well as actions for money damages. *Figgs* involved an action for money damages arising out of the personal injuries suffered by the plaintiff when she fell into a hole left by city employees after they had removed a parking-control sign. *Id.*, 121 Wis.2d at 47, 357 N.W.2d at 550. The court of appeals concluded that the plaintiffs claim for \$4,500 failed to contain a sufficient "itemized statement of the relief sought," and reversed the trial court judgment in favor of the plaintiff. *Id.*, 121 Wis.2d at 48-49, 357 N.W.2d at 551. The Wisconsin Supreme Court, however, reversed the

85 court of appeals, holding that under sec. 893.80(1)(b), the plaintiffs notice of claim contained a sufficient itemized list of the kinds of relief or the types of remedies sought against the local governmental *85 unit. *Id.*, 121 Wis.2d at 50-53, 357 N.W.2d at 552-553. In its discussion of how the types of relief must be specified, the supreme court digressed from its discussion of money damages and stated:

[I]t is apparent that sec. 893.80(1)(b), Stats., requires a list, item by item, of the kinds of relief sought. One kind of relief sought might be, as here, money damages. In another case, it might be a demand for relief by specific performance or by injunction. It should be noted that sec. 893.80 is not a statute only applicable to tort claims or claims for negligence. *The opening sentence of sec. 893.80 recites its applicability to any cause of action. Sec. 893.80, when initially enacted by the legislature, applied only to tort claims, but, by ch. 285, Laws of 1977, the procedures were made generally applicable to any claims against the listed governments.* Accordingly, the statute provides for a method of securing relief against a city that may be different from, or in addition to, damages.

Id., 121 Wis.2d at 52, 357 N.W.2d at 553 (emphasis added).

The supreme court's comments were dicta. "Dicta are not always ticketed as such, and one does not recognize them always at a glance." Benjamin N. Cardozo, NATURE OF THE JUDICIAL PROCESS 30 (1921). In remarking on sec. 893.80's application "to any cause of action," *Figgs* was not deciding an issue before the supreme court. Further, the court's discussion of that "applicability" was not germane to the court's reasoning on the issue of whether the plaintiffs complaint for money damages had sufficiently complied with the,
86 requirements of sec. 893.80. Therefore, the court's statement regarding the applicability of sec. 893.80 to *86 "a demand for relief. . . by injunction" was dicta. *Cf. State of Louisiana ex rel. Eaton v. Leis*, 120 Wis.2d 271, 277, 354 N.W.2d 209, 212 (Ct.App. 1984) (matters not decisive on an issue before the court but which are germane to court's reasoning are not dicta).

Moreover, although sec. 893.80, Stats., specifies that "no action may be brought or maintained" against a governmental unit without complying with that statute's procedural requirements, case law interpreting sec. 893.80, which has uniformly held that the statute does not apply to actions seeking equitable relief, *see Kaiser v. City of Mauston*, 99 Wis.2d 345, 356-357, 299 N.W.2d 259, 266-267 (Ct.App. 1980), and *Harkness v. Palmyra-Eagle School Dist.*, 157 Wis.2d 567, 579-580, 460 N.W.2d 769, 774 (Ct.App. 1990), has rendered the statute's meaning ambiguous. Therefore, we may look to the legislative history of sec. 893.80 to discern this statute's intended scope. *See Labor Farm Party v. Elections Bd. of Wis.*, 117 Wis.2d 351, 355, 344 N.W.2d 177, 179 (1984) (appellate courts may look to legislative history of a statute where scope of statute's application is unclear).

The *Figgs* dicta, on which the Village relies, reflects an incomplete assessment of sec. 893.80's legislative history. The full legislative history clarifies that sec. 893.80 never was intended to apply to equitable actions. In fact, the prefatory note to ch. 285, Laws of 1977 states that revision of the notice of claim provisions, including sec. 893.80's predecessor, was only intended to "consolidate" prior procedural provisions, previously scattered throughout the statutes, regarding tort claims against various governmental units.

In addition, the Legislative Council Report (1976), which preceded passage of the statute's eventual revision,
87 *87 also indicates that this rule was intended to apply to "tort liability." We set forth the entire Legislative Council Report:

Prior to 1961 local units of government in Wisconsin were generally immune from *tort liability* because of the judicial doctrine of governmental immunity. There were a number of judicial and statutory exemptions to this rule which made the immunity far from a blanket protection. In 1961 the case of *Holytz v. Milwaukee* (1961), 17 Wis.2d 26, was decided which abrogated the principal of governmental immunity from tort liability. It was only as to those harms which are torts that governmental bodies were to be liable by reason of this decision. The case also stated that governmental bodies would be responsible for the torts of its employees under respondeat superior. The opinion did not impose liability on a governmental body in the exercise of its legislative or judicial or quasi-legislative or quasi-judicial functions, and to that extent a part of the immunity doctrine remained intact.

At the time the decision was handed down it was prospective in its effect. The court felt that governmental units needed some time to make necessary adjustments in order to accommodate the new risks for which they would be liable. In the process of deciding to abrogate the judicial doctrine of governmental immunity, the court specifically stated that the Legislature was free to reinstitute immunity or to impose ceilings on the amount of liability. The general statute concerning the liability of local governmental units for torts was enacted shortly after this decision and in many respects draws from the decision for its content.

88 *88

Legislative Council Report (1976), *reprinted in* Wis. Stat. Ann. sec. 893.80, at 263 (West 1983) (emphasis added).

Finally, Wisconsin Legislative Council Staff Information Memorandum 76-7, which was prepared for the Legislative Council's Special Committee on Public Liability of Local Governments, the committee that spearheaded revision of the statute, also indicates that in revising sec. 893.80's predecessor, the Committee was only concerned with tort liability of local government units. Nowhere in the legislative history is there any indication that the tort liability immunity, and the procedural provisions related to it, were to be applied to actions seeking equitable relief from local governmental entities.

We also note that *Figgs* did not discuss *Kaiser v. City of Mauston*, 99 Wis.2d 345, 299 N.W.2d 259 (Ct. App. 1980). In *Kaiser*, the court of appeals held that secs. 62.25(1) and 895.43(1) (Sec. 893.80's ancestor), Stats. (1975), only applied to actions against governmental entities for money damages. *Id.*, 99 Wis.2d at 356, 299 N.W.2d at 266. The defendants in *Kaiser* also argued, however, that the revision of these sections by ch. 285, Laws of 1977, was intended to broaden the reach of the notice of claim statute to include suits seeking equitable relief. *See id.*, 99 Wis.2d at 356-357, 299 N.W.2d at 266. The *Kaiser* court specifically rejected their argument, stating:

If we were to adopt this interpretation of the statute, the right to injunctive relief against enforcement of a municipal ordinance would be meaningless. The 120-day waiting period during which plaintiffs could not obtain an injunction to enforce their rights could lead to irreparable damage.

89 *89

The prefatory note to ch. 285, Laws of 1977, makes clear that the purpose of the change in the law was merely to consolidate and make uniform the various statutory procedures for bringing claims against counties, cities, school district, and similar entities. Had the legislature intended to change the long-standing judicial construction of this statute, we believe it would have done so more plainly than by this amendment.

Id., 99 Wis.2d at 357, 299 N.W.2d 266-267 (emphasis added).

Similarly, in *Harkness v. Palmyra-Eagle School Dist.*, 157 Wis.2d 567, 460 N.W.2d 769 (Ct.App. 1990), the court of appeals followed *Kaiser's* reasoning. In *Harkness*, the plaintiff sought, among other relief, injunctive relief in the form of an order to reinstate her to her former teaching position following nonrenewal of her teaching contract. *See id.*, 157 Wis.2d at 579, 460 N.W.2d at 774. The court of appeals held that sec. 893.80, Stats., did not apply to the plaintiffs claim for injunctive relief and that the statute was only applicable to tort claims against local governmental entities. *Id.*, 157 Wis.2d at 579-580, 460 N.W.2d at 774. The *Harkness* court stated:

[T]he immunity abrogated by the court and reinstated in limited form by the legislature is immunity from tort liability. We have found no authority indicating that it applies to equitable or injunctive relief.

Id., 157 Wis.2d at 579, 460 N.W.2d at 774 (emphasis in original).

90 We agree with the reasoning of *Kaiser* and *Harkness*. Any holding to the contrary would render *90 meaningless most attempts to gain timely, effective injunctive relief against governmental units. Therefore, we conclude that the appellants' requests for injunctive relief were not subject to the notice requirements of sec. 893.80(1), Stats., and their complaint should not have been dismissed. Accordingly, we reverse.³ *By the Court.*
— Order reversed.

³ Appellants ask this court to determine the merits of their quiet title action. We decline to do so.

91 *91

Attachment G
1995 Court of Appeals Decision

**COURT OF APPEALS
DECISION
DATED AND RELEASED**

June 27, 1995

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See § 808.10 and RULE 809.62, STATS.

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

No. 94-2909

**STATE OF WISCONSIN IN COURT OF APPEALS
DISTRICT I**

**T.C. #91-CV-005229
STEVEN NICOLET and CHRISTIANA NICOLET,**

Plaintiffs,

**MICHAEL COSTELLO and LAURA
THOMPSON COSTELLO, husband and wife,
and BRIAN L. READ,**

Plaintiffs-Respondents,

v.

VILLAGE OF FOX POINT,

Defendant-Appellant.

**T.C. #92-CV-010068
STEVEN NICOLET and CHRISTIANA NICOLET,**

Plaintiffs,

v.

VILLAGE OF FOX POINT,

Defendant.

**T.C. #92-CV-017079
BRIAN L. READ,**

Plaintiff-Respondent,

v.

VILLAGE OF FOX POINT,

Defendant-Appellant.

APPEAL from a judgment of the circuit court for Milwaukee County: LAURENCE C. GRAM, JR., Judge. *Affirmed.*

Before Wedemeyer, P.J., Sullivan and Schudson, JJ.

PER CURIAM. The Village of Fox Point appeals from a judgment entered in favor of Michael Costello, Laura Thompson Costello, and Brian L. Read. At issue is the legal title to part of a strip of land 745.3 feet in length located in Fox Point. The strip of land was conveyed to the Town of Milwaukee, Fox Point's legal predecessor in title, by a quitclaim deed from Calumet Land Company in 1904. The trial court held that the 1904 deed only conveyed an easement. Consequently, the Costellos and Read own the fee interest, subject to Fox Point's easement, in the portion of the strip of land that was adjacent to their properties. Fox Point contends that the 1904 deed conveyed a fee interest in the land. Alternatively, Fox Point contends that it has acquired the land by adverse possession. We reject Fox Point's arguments and affirm the judgment.

The deed to Fox Point provided in relevant part:

Witnesseth, that [Calumet Land Company], in consideration of One (\$1.00) Dollar and other valuable considerations, to it in hand duly paid, receipt whereof is hereby acknowledged, do hereby revise, release and quitclaim unto [the Town of Milwaukee], its successors and assigns the following described real estate, situated in the County of Milwaukee and State of Wisconsin: [legal description]

To have and to hold the same with all appurtenances and privileges thereunto belonging or in any wise appertaining, and all the estate, right, title, interest and claims of [Calumet Land Co.], for the use and enjoyment of the public as a public street or highway forever and for no other purpose whatsoever.

The property was not platted, and the legal description in the deed follows Beach Drive for the property's westerly boundary and the low water mark of Lake Michigan for its easterly boundary.

The Costellos and Read own separate properties that abut the west edge of Beach Drive across from part of the tract conveyed to the Town of Milwaukee. Their properties were subdivided from larger tracts by surveys approved by Fox Point. Each survey included the land east of Beach Drive as part of the subdivided tracts. The Costellos and Read claim fee simple title to part of the

strip of land based upon Fox Point's approval of the surveys and on their conclusion that, under Wisconsin law, a conveyance to a municipality for highway purposes conveys only an easement. Fox Point contends that it acquired the fee interest in the tract because the granting clause in the deed quitclaimed the described "real estate." It argues that the limitation in the habendum clause, if effective for any purpose, limited the estate conveyed to a determinable fee.

Relying upon established case law, the trial court concluded that the limitation, "for the use and enjoyment of the public as a public street or highway forever and for no other purpose whatsoever," made the grant an easement only. We agree with the trial court's conclusion.

This case is controlled by language in *Thorndike v. Milwaukee Auditorium Co.*, 143 Wis. 1, 126 N.W. 881 (1910). At issue in *Thorndike* was whether the dedication by plat of a lot as a public square could be enforced by the heirs of the dedicator. *Id.* at 5, 126 N.W. at 882-83. The court held that a statutory dedication by plat conveyed either a fee simple interest or a limited fee in trust to the municipality. *Id.* at 12, 126 N.W. at 885. In either event, no present interest remained in the dedicator that would allow the dedicator or his or her successors to enforce the limitation on the use of the lot. *Id.* at 13, 126 N.W. at 885. To reach this result, however, the court distinguished a long line of cases involving streets and roads. The court acknowledged that whether a municipality acquired property for highway purposes by condemnation, conveyance, common-law dedication, or statutory dedication by plat, the municipality acquired only an easement and the abutting landowners hold the fee. *Id.* at 15, 126 N.W. at 886. The court stated that the long line of cases created a uniform rule that had become a rule of property, and it could not be departed from even if the original decisions upon which it was based were doubtful. *Id.*

This uniform rule was expanded upon in *Stuart v. City of Neenah*, 215 Wis. 546, 255 N.W. 142 (1934), where the court was presented with a situation similar to the present case. The issue was the status of title to a strip of land located between a roadway and the edge of Lake Winnebago. *Id.* at 550, 255 N.W. at 143. The strip was dedicated to the public by plat. The court held that under the laws of the state, the city obtained an easement in the property that went to the edge of the water. *Id.* The owner whose property abutted the landward side of the road owned the fee under the road and to the shoreline. *Id.*

The "rule of property" announced in *Thorndike* and refined in *Stuart* controls the present case. Regardless of the granting language, the 1904 deed conveyed only an easement.

Alternatively, Fox Point contends that if the 1904 deed conveyed only an easement, it has acquired title to the disputed parcels by adverse possession. Any claim for adverse possession must be based upon physical possession of the property that is "hostile, open and notorious, exclusive and continuous for the statutory period." *Leciejewski v. Sedlack*, 110 Wis.2d 337, 343, 329 N.W.2d 233, 236 (Ct. App. 1982), *aff'd*, 116 Wis.2d 629, 342 N.W.2d 734 (1984). For this purpose, "hostile" means that the possessor claims exclusive right to the land and that his or her possession prevents the assumption of possession by the true owner. *Id.*

Fox Point's argument has two weaknesses. First, as a general rule, the adverse possessor of property for street purposes acquires an easement, not fee title. *Walker v. Green Lake County*, 269 Wis. 103, 111, 69 N.W.2d 252, 256-57 (1955). Second, Fox Point has the right to use the surface of the contested parcels, as well as the remaining portions of the strip of land, as long as the property is used "for the use and enjoyment of the public as a public street or highway." Activity consistent with this use is not hostile and adverse to the fee owners. Consistent uses include those that are incidental to the use of a street for public travel or for the safe and convenient use of the roadway, *Randall v. City of Milwaukee*, 212 Wis. 374, 378, 249 N.W. 73, 74-75 (1933), and those which protect a roadway, *Walker*, 269 Wis. at 112, 69 N.W.2d at 257.

The parties filed reciprocal motions for summary judgment, and we assume that the facts contained in the affidavits are true. See *Silverton Enters., Inc. v. General Casualty Co.*, 143 Wis.2d 661, 669, 422 N.W.2d 154, 157 (Ct. App. 1988) (practical effect of reciprocal summary judgment motions is stipulation as to facts and agreement that issues presented can be decided as a matter of law). According to the facts set forth in the affidavits, Fox Point occasionally asserted authority over the property that exceeded the authority of an easement holder. At other times, however, it acted after consulting with the abutting landowners. Because the affidavits do not show consistent activity hostile and adverse to the interests of the fee owners, Fox Point has not established that it adversely possessed the disputed tracts for any time period.

By the Court.—Judgment affirmed.

This opinion will not be published. See RULE 809.23(1)(b)5, STATS.

Attachment H

July 1994 Milwaukee Journal Article

Fox Point

Judge rules beachfront to be private property

Area not used for public roadway belongs to landowners, he says

By LAWRENCE SUSSMAN
of The Journal staff

Fox Point — This beach now is private property.

Circuit Judge Laurence C. Gram Jr. has ruled that the adjacent property owners, not Fox Point, own the beachfront between the road and Lake Michigan in the 8000 block of N. Beach Drive.

Fox Point does not allow people to park on this northern section of Beach Drive, where the only public access to the lake has been the disputed area of the 8000 block. Nonetheless, bicyclists could park their bikes there and then go swimming from the beach.

Gram's ruling, however, has made this stretch of beach off limits to the public. The village still has an easement for the roadway itself.

The judge based his decision

on a quitclaim deed, written in 1904, that the Calumet Land Co. conveyed to what was then the Town of Milwaukee. Later, Fox Point incorporated and took over the land.

The deed says, in part, that the town's interest in this property "is for the use and enjoyment of the public as a street or highway forever and for no other purpose."

Consequently, Gram ruled, the land not used for the roadway belongs to the abutting landowners. The land is roughly 50 feet wide and runs for about 2½ blocks.

Village Attorney Carl Backus had argued that "the village has always taken the position that the public has right to access to Lake Michigan, which is a community asset and not a private asset."

Backus said Thursday that he would recommend to the Village Board that Gram's decision be appealed. Backus said the beachfront is not directly connected to the landowners and, thus, should not belong to them.

The property owners, Steven

and Christiana Nicolet of 8005 N. Beach Drive and Brian Read of 8025 N. Beach Drive, filed the lawsuit against the village more than three years ago.

Last year, the Nicolets sold their house — a four-bedroom ranch with an outdoor swimming pool on 1¼ acres — for \$775,000. The house was designed by the late Russell Barr Williamson, a noted architect.

Read also no longer lives here, but he does own a 1.34-acre lot east of the house at 8025 N. Beach Drive. Now that the beachfront is his, he says he has enough land to build a house here. Village zoning laws require that a house in this area occupy no more than 30% of the property.

"Right now, I have the last buildable lot on the lake," Read said.

The Nicolets have argued that their property was worth slightly less than \$1 million. But because they could not guarantee that they held access to the beachfront, they had to sell their house for considerably less, Steven Nicolet said Wednesday.

The Nicolets have filed a companion suit against the village for damages for not being able to sell their property for what they think it was worth. This suit was held until Gram's recent decision.

Steven Nicolet said Wednesday that a section of this beachfront is very sandy, "and it's a beautiful beach."

Beach Drive is the first street north of Lincoln Memorial Drive in Milwaukee where people can directly access the beachfront by car. Beach Drive runs near Lake Michigan for more than a 1¼ miles from the 7000 to 8100 block north.

Fox Point residents and non-residents can get a permit from the Police Department to park along the southern half of Beach Drive, between 7250 and 7600 N. Beach Drive.

Metro & State News Desks
Metro Editor Don Walker
City Editor Leonard Sykes
Assistant Metro Editor Mike Juley
Night Editor Tom Tolan

Attachment I
Quit Claim Deed and Figures

Calumet Land Co.

To

Town of Milwaukee,
Dutchman Creek

Know all men by these presents, that the Calumet Land Company, a corporation organized under the laws of the state of Wisconsin, of Milwaukee, Wisconsin, party of the first part, and the Town of Milwaukee, in the County of Milwaukee and state of Wisconsin, party of the second part.

Witnesseth, that the said party of the first party, in consideration of One (\$1.00) Dollar and other valuable considerations, to it in hand duly paid, receipt whereof is hereby acknowledged, do hereby remise, release and quitclaim unto the party of the second part, its successors and assigns, the following described real estate, situate in the County of Milwaukee and state of Wisconsin:

Commencing at a point in the North West Fractional Quarter (14) section Fifteen (15), Town Eight, North Range Twenty-two (22) East, Town and County of Milwaukee, Wisconsin, Thirty-one and 77 (31.77) feet south of and Eighty-one and 57 (81.57) feet East of the North West corner of the said North West Fractional Quarter (14) section (said point being on the easterly line) of a Fifty (50.00) foot Roadway as described in a certain petition for laying out a highway, dated the 15th day of November 1904, running thence South Seventy-one degrees (71) and Thirty-eight (38) minutes East

on and along a line thirty-five (35) feet more or less to the low water mark of Lake Michigan, running thence northeasterly on and along the low water mark of Lake Michigan to the southerly line of Mrs. Malones Property, thence North seventy-one degrees and five minutes (5) West on and along the south line of Mrs. Malones property fifty (50.00) feet more or less to the easterly line of said roadway, thence south eighteen (18) degrees and forty-seven minutes (47) West on and along the easterly line of said roadway seven hundred forty-five and .30 (745.30) feet to the place of beginning.

Also a piece or parcel of land in the south East Fractional Quarter (1/4) Section sixteen (16), Town Eight (8), North Range Twenty-two (22) East, Town and County of Milwaukee, Wisconsin, lying and being between the low water mark of Lake Michigan and a line twenty-four (25.00) feet easterly at right angle and parallel to the following described courses and distances as described in a certain petition for laying out a highway dated November 15th 1904 the point of commencement being sixty and .61 (60.61) feet south Forty-two (42) minutes West and sixteen hundred thirty-seven and .27 (1637.27) feet south Eighty-nine (89) degrees and Fifty-six (56) minutes East of the center of said Fractional Quarter (1/4) of said section, running thence south sixteen degrees and thirteen (13) minutes West One hundred sixty-five (165.00) feet to a point thence south twenty-seven degrees and fifteen (15) minutes West Three hundred (300.00) feet to a point, thence south thirty degrees (30) and twenty-four (24) minutes West One hundred fifty-five (155.00) feet to a point, thence south sixteen (16) degrees and twenty-nine (29) minutes West seven hundred twenty-five (725.00) feet to a point, thence south fourteen (14) degrees and four (4) minutes West One hundred seventy-five (175.00) feet to a point, thence south ten (10) degrees and thirty-seven (37) minutes West twenty and .03 (20.03) feet to a point, said strip being approximately thirty-three (33.00) feet wide.

It have and do hold the same with all appurtenances and privileges thereto belonging or in any way appertaining, and all the estate, rights, title, interest and claim of the party of the first part for the use and enjoyment of the public as a public street or highway forever and for no other purpose whatsoever.

In Witness Whereof, the party of the first part has caused these presents to be signed by its Vice-President, its corporate seal to be hereto affixed and these presents to be countersigned by its secretary, this 21st day of December, 1904.

Calumet Land Company

By - Richd. Burke

Vice-President

Countersigned:

Clarence J. Allen
Secretary

(Impressed
Corporate
Seal)

Signed, sealed and delivered
in the presence:—

Henry J. Killien
Jno. J. Maher
State of Wisconsin } ss.
Milwaukee County }

Personally came before me this 21st day of
December, 1904, the above named Richard Burke the Vice-President,
and Clarence J. Allen the Secretary of the above named corporation,
and to me known to be the persons who executed the foregoing
instrument and acknowledged that they executed and delivered the same as
and for the act and deed of said corporation.

Recorded Jan. 11, 1905
at 8⁴⁵ o'clock A. M.

509531

(Imp.
Noty
Seal.)

Jno. J. Maher
Notary Public, Milwaukee County, Wis.
My Commission expires Nov. 15, 1906.

Attest: Otto Seidel, Jr.
Register of Deeds
Rev. C. C. McGowan
Deputy



GIS & Land Information Interactive Map

Navigate Locate Analyze File



8223 N LAKE DR, Fox Point

I want to...

Street Type
DR

Municipality
Fox Point

Zip code
53217

Legal description
LOT 2 CERTIFIED SURVEY MAP NO. 52
SW1/4 SEC. 9-8-22

Condo name
N/A

Unit type
N/A

Lot acres
0.397

Assessed value (\$)
334500

Land value (\$)
93000

Description
RESIDENTIAL

Home Layers 8223 N LAK...



Basemap



GIS & Land Information Interactive Map

Navigate Locate Analyze File



I want to...



Address

City

State

Zip

Parcel Description

Parcel Name

Parcel Type

Acres

Assessed Value (\$)

Market Value (\$)

1000

1000

1000

Home Layers

8025 N BEA...

Basemap



Milwaukee

ate Locate Analyze File



I want to...

3005 N BEACH DR, Fox Point

Type
Quality
Unit

Description

IO. 4166 SE 1/4 SEC. 9 & SW 1/4 SEC.
2 PARCEL 1

Name

Address

State

Value (\$)

Area

Value (\$)

Area

Unit

Initial

Name

Layers

8005 N BEA...



Basemap



GIS & Land Information Interactive Map

Navigate Locate Analyze File



I want to...

, Fox Point

Description

[Assessment Information for Parcel](#)

[Parcel Report](#)

Details

Map ID
02840

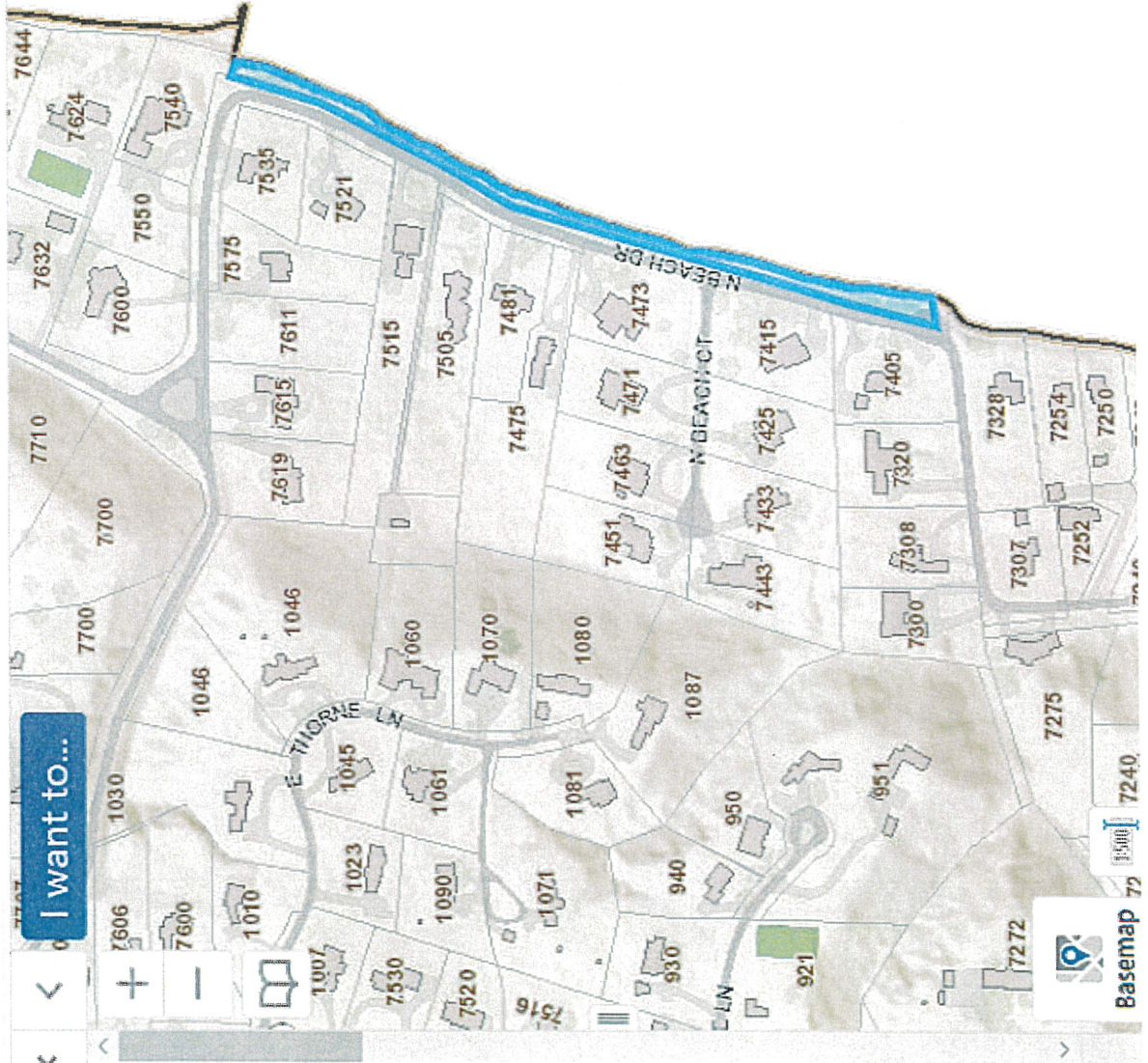
3x key
I/A

Owner 1
complete taxroll information

Owner 2
I/A

Owner 3
I/A

Owner address
I/A



Basemap

Fox Point

Layers

Home

Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

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

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
AMY FRY-GALOW
CHRISTOPHER R. SCHULTZ
ANTHONY J. GARCIA
SADIE R. ZURFLUH

September 18, 2020

Douglas Frazer, Village President
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: An Ordinance to Repeal and Re-Crete Sections 745-2, the Definition of
"Permanent Structure," and 745-7(3)(h)[6], and to Create Section 745-
7(D)(5), Regarding Zoning Code Treatment of Chicken Enclosures, Chicken
Coops and Bee Hives in the Village of Fox Point
First Draft**

Dear President Frazer:

I received your request that I prepare an ordinance that would update the Village Code concerning structures necessary for keeping of chickens and bees. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of an ordinance that I have prepared for your consideration in this regard. This ordinance would exclude chicken coops and bee hives and the like from the definition of permanent structure, thereby allowing such structures to be treated as though they were temporary structures. Section 2 of the ordinance specifically removes chicken enclosures and bee hives from any requirement to obtain a permit under the zoning ordinance. Section 3 of the enclosed ordinance allows chicken coops, bee hives and the like to be placed on property as temporary structures, during the duration of a chicken keeping permit or beekeeping permit, as applicable.

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

Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm
Enclosure

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

MUNICIPAL LAW & LITIGATION GROUP, S.C.
ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 745-2, THE
DEFINITION OF "PERMANENT STRUCTURE," AND 745-7(3)(h)[6], AND TO
CREATE SECTION 745-7(D)(5), REGARDING ZONING CODE TREATMENT
OF CHICKEN ENCLOSURES, CHICKEN COOPS AND BEE HIVES IN THE
VILLAGE OF FOX POINT

WHEREAS, the Village of Fox Point Village Board, at the request of Village residents, allowed chickens to be kept on residential property within the Village on a limited basis, pursuant to strict regulations, as described in Section 579-17.5 of the Village Code related to keeping of chickens; and

WHEREAS, the Village of Fox Point Village Board, at the request of Village residents, has allowed bees to be kept on residential property within the Village on a limited basis, pursuant to strict regulations, as described in Section 579-17.6 of the Village Code related to beekeeping; and

WHEREAS, the Village Board finds the otherwise applicable fence and structure standards and procedures to be unduly restrictive and onerous as applied to enclosures for keeping chickens and chicken coops, and also for bee hives, and has therefore proposed certain amendments to the Village of Fox Point Zoning Code in this regard; and

WHEREAS, the Village Board of the Village of Fox Point has referred the matter to the Plan Commission of the Village of Fox Point for report and recommendation; and

WHEREAS, the Plan Commission of the Village of Fox Point has recommended to the Village Board of the Village of Fox Point that said amendments to the Zoning Code be made; and

WHEREAS, a public hearing was conducted by the Village Board of the Village of Fox Point on _____, after due notice was provided pursuant to Section 745-35 of the Village of Fox Point Village Code and Wisconsin Statutes Section 61.35 and 62.23; 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 carefully reviewed the recommendation of the Plan Commission 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 a zoning amendment on the health, safety and welfare of the community and having given due consideration to the municipal problems involved as well as the impact on the affected

properties hereby determines that the public necessity, convenience, general welfare and good zoning practice requires that the zoning amendment be granted.

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 Village Code entitled “Zoning,” Section 745-2 entitled “Interpretation and Definitions,” the definition of “Structure, Permanent:” is hereby repealed and recreated as follows:

Structure, Permanent: A structure placed on or in the ground or attached to another structure in a fixed and determined position and intended to remain in place for a period of more than nine consecutive months, except as follows. An enclosure for the keeping of chickens that is approved pursuant to Section 579-17.5 of this Code, and a hive for keeping bees that is approved pursuant to Section 579-17.6 of this Code, during such time that such permit has been issued and is in effect, shall not be deemed to be a permanent structure for purposes of this Chapter 745.

SECTION 2: Chapter 745 of the Village of Fox Point Village Code entitled “Zoning,” Section 745-7 entitled “Accessory Uses and Structures,” subsection (B) entitled “Permanent Structures,” subsection (3) entitled “Fences, Walls, Architectural Screening Devices, Driveway Gates and Arbors,” subsection (h) entitled “Location and Height Restrictions,” subsection [6] is hereby repealed and recreated as follows:

- [6] The provisions of this Section, the limitations set forth herein, and the requirement for a permit shall not apply to: [a] Lands owned by the state, school district, county, Village or any other publicly held land, where fencing is employed for sport or recreational purposes such as baseball diamonds, backstops, swimming pools, playgrounds or any other public recreational or safety purpose; [b] Private athletic or country clubs, or cemeteries, employing such fencing for similar uses as stated herein; [c] Chicken enclosures for permitted keeping of chickens pursuant to Section 579-17.5 of this Code; [d] Bee hives for permitted beekeeping pursuant to Section 579-17.6 of this Code; [e] Dog kennels or runs less than 120 sq. feet, provided such fencing is located no closer to any lot line of the property than is allowed for a principal structure on the property; [f] Private residential swimming pool fencing; or [g] Tennis court fencing, provided such fencing is located no closer to any lot line of the property than is allowed for a principal structure on the property unless modified pursuant to Section 745-10G(3).

SECTION 3: Chapter 745 of the Village of Fox Point Village Code entitled “Zoning,” Section 745-7 entitled “Accessory Uses and Structures,” subsection (D) entitled “Temporary Structures,” subsection (5) is hereby created as follows:

(5) Enclosures for keeping of chickens that have been approved pursuant to Section 579-17.5 of this Code, and bee hives that have been approved pursuant to Section 579-17.6 of this Code, during such time that such permit has been approved and is in effect, shall not be subject to the requirements of this Chapter 745 except as expressly stated otherwise, and except as follows. The structure in its totality, including any fencing, covered enclosure, chicken coop, hive or any other structure or structural elements, shall be completely removed from the property within 15 days of the lapse, revocation or expiration of the permit. Violation of this section shall be subject to the penalties and remedies described in Sections 745-33 and 745-34 of this Chapter. In the event the requirements of this Chapter 745 differ from Section 579-17.5 regarding any matter regulated therein, or differ from Section 579-17.6 regarding any matter regulated therein, the most restrictive provision shall apply as determined by the Village Manager.

SECTION 4: 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 5: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2020.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2020.