

**NOTICE OF MEETING
VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
[*Amended]**

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

**TUESDAY
DECEMBER 8, 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/89868389374>

Dial: (312) 626-6799

Meeting ID: 898 6838 9374

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, and during the public hearing noted in item 4, below, 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. Committee Reports**

- a. Plan Commission**

- 4. Public Hearing**

- a. Conditional Use Permit for Spring North Corporation, d/b/a, Pantry 41, 8000 North Port Washington Road, Fox Point**

The Village Board will hear comments and input regarding a proposed Conditional Use Permit for Spring North corporation, d/b/a, Pantry 41, 8000 North Port Washington, Fox Point, for a gas station and convenience store.

- 5. Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
- a. Approve the minutes of the November 2, 2020 and November 23, 2020 Village Board meetings.
(Pages 1-9)
 - b. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$42,000 for the 2021 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 10-15)
 - c. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 for administration of the 2021 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 16-19)
 - d. Accept the proposal of Kapur & Associates in an amount not to exceed \$13,771 for design of the lining of sanitary sewer mains and storm sewers at various locations in the Village and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 20-22)
 - e. Accept the proposal of Kapur & Associates in an amount not to exceed \$14,941 for design of the spot repair and replacement of sanitary sewer mains and storm sewers at various locations in the Village and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 23-25)
 - f. Accept the proposal of Kapur & Associates in an amount not to exceed \$14,932 for the televising of approximately 15,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 26-36)
 - g. Accept the proposal of Ruekert Mielke in an amount not to exceed \$35,740 for GIS services and data/site maintenance and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 29-36)
 - h. Accept the proposal of MSA Professional Services, Inc. in an amount not to exceed \$15,000 to provide a review and analysis of the sinkholes that have formed around the Milwaukee Metropolitan Sewerage District's (MMSD's) MIS manholes and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 37-43)
 - i. Adopt Resolution to designate International Migratory Bird Day to be on May 8, 2021 in the Village of Fox Point.
(Page 44)
 - j. Accept the proposal of Marek Landscaping in an amount not to exceed \$16,652 for maintenance activities along Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 45-47)

- k. Accept the proposal of Marek Landscaping in an amount not to exceed \$5,998 for Emerald Ash Borer related maintenance activities along the Indian Creek woods and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 1, 2020.
(Pages 48-50)
- l. Approve payment of the bills in the amount of \$307,554.25 for the period November 1, 2020 through November 30, 2020 per the report submitted by the Village Manager.
(Pages 51-61)

6. 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.

7. New Business

a. Resolution Awarding the Sale of \$1,004,000 General Obligation Refunding Bond, Series 2021

The Village Board will discuss and may act on a "Resolution Awarding the Sale of \$1,004,000 General Obligation Refunding Bond, Series 2021".
(Pages 62-79)

b. *Report on status of North Shore Library by President Frazer

*The Village Board will receive and may discuss and act on a report from the Village President regarding his plans and recommendations for addressing the future of the North Shore Library.

c. Consideration of Ordinance to Repeal and Re-Crete Section 756-44 of the Village of Fox Point Village Code Concerning Construction of Decks

The Village Board will consider an Ordinance to Repeal and Re-Crete Section 756-44 of the Village of Fox Point Code Concerning Construction of Decks; proposed Ordinance language regarding deck construction would comply with current standards.
(Pages 80-89)

d. Consideration of Conditional Use Permit for Spring North Corporation, d/b/a, Pantry 41, 8000 North Port Washington Road, Fox Point

The Village Board will consider and may act regarding the Conditional Use Permit petition filed by Spring North corporation, d/b/a, Pantry 41, to operate a gas station and convenience store at 8000 North Port Washington Road, Fox Point.
(Pages 90-108)

e. Consideration and possible action on the proposed two-party agreement with Kapur and Associates for the design of non-participatory items along North Lake Drive in the Village of Fox Point.

The Village Board will consider and may act on the recommendation of the Director of Public Works to accept the proposal from Kapur and Associates to perform design activities along North Lake Drive that are related to non-participatory items such as crosswalks, green infrastructure, stormwater, water mains, bike lanes and intersection improvements.
(Pages 109-150)

8. Future Agenda Items

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

9. Closed Session

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

- a. Pursuant to 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. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Clerk, and Village Attorney.

10. Announcements

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

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

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: January 12, 2021 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
NOVEMBER 10, 2020**

A meeting of the Fox Point Village Board was held on Tuesday, November 10, 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 7:00 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 (Arrived at 7:05 p.m.)
Trustee Marty Tirado
Trustee Liz Sumner
Trustee Bill Kravit
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.

North Shore Library Acting Director Alyssa Pisarski

North Shore Library Acting Director Alyssa Pisarski gave a brief update regarding the North Shore Library's extended hours, expansion of curbside pick-up hours, a new children's program on civic engagement, the government, and the voting process.

Acting Director Pisarski also announced North Shore Library won the Wisconsin Library Association's Program Innovation Award for the second year in a row. Last year the library was honored for its dementia program. This year the library was recognized for the inter-generational pen pal program. Only one library in the state receives this award each year, recognizing leadership and innovation in library programs.

Christine Symchych arrived at 7:05 p.m.

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

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Committee Reports – Plan Commission

Trustee Eric Fonstad, a member of the Plan Commission, reported the Plan Commission met on November 2, 2020. There were three substantive items on the agenda, with just enough members to have a quorum.

The first item on the agenda was to review a conditional use permit application for a convenience store and gas station at 8000 N. Port Washington Road. Prior to considering that item, Village Attorney Eric Larson gave the Plan Commissioners some background, in particular on the 2017 state law change which provided that when applications like this come before the village board, the village board will be acting in a quasi-judicial capacity. For that reason, Attorney Larson wanted to alert both President Frazer and Trustee Fonstad since they are both on Plan Commission and the Village Board Mr. Larson would recommend that both members be cautious so that their participation during Plan Commission review would not pre-judge, or appear to pre-judge, the application. Based on that advice, President Frazer and Trustee Fonstad announced they would not participate in the discussion of the item at the Plan Commission or vote on any recommendation the Plan Commission might discuss. The consequence of this recusal was that on this item only two participating members of the Plan Commission were available to continue the discussion but this was an insufficient number to take action. The two participating members elected not to discuss the item as the Plan Commission could take no action. The application will be scheduled to go before the Plan Commission at another meeting.

Trustee Fonstad also reported on the last two items that came before Plan Commission on November 2, 2020. The Plan Commission recommended approval regarding the first draft of an Ordinance to amend Section 745-20 D.5.(b) of the Village Code concerning side yard setback measurement based upon building width in the F-Institutional District in the Village of Fox Point and recommended approval of the first draft of an Ordinance to Repeal and Re-Creation of 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.

Public Hearings for Ordinance to Repeal and Recreate Sections 745-2; 745-7(3)(H)(6) and to Create Section 745-7(D)(5), Related to Zoning Code Treatment of Chicken Enclosures, Chicken Coops and Beehives.

Open Public Hearing:

On motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Village Board opened the public hearing agenda item 4a at 7:11 p.m.

Discussion:

There was no discussion.

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Close Public Hearing:

On motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Village Board closed the public hearing for agenda item 4a at 7:13 p.m.

Public Hearings for Ordinance to Amend Section 745-20 D.5.(B) Related to Side Yard Set-Backs in the F-Institutional District.

Open Public Hearing:

On motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Village Board opened the public hearing agenda item 4b at 7:13 p.m.

Discussion:

There was no discussion.

Close Public Hearing:

On motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Village Board closed the public hearing for agenda item 4b at 7:14 p.m.

Public Hearings for Regarding Proposed Resolution to Levy Special Assessments under Municipal Police Power Pursuant to Section 66.0703, Stats. For Sanitary Sewer Lateral Improvements made in Sanitary Sewer Basin No. 5.

Open Public Hearing:

On motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Village Board opened the public hearing agenda item 4c at 7:14 p.m.

Discussion:

There was no discussion.

Close Public Hearing:

On motion by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), the Village Board closed the public hearing for agenda item 4c at 7:16 p.m.

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Consent Agenda

- a. Approve the minutes of the October 13, 2020 Village Board meeting.
- b. Approve the minutes of the October 19, 2020 Village Board Budget Workshop meeting.
- c. Adopt Final Resolution to Levy Special Assessments Under Municipal Police Power Pursuant to Section 66.0703, Stats. for Sanitary Sewer lateral improvements made in Sanitary Sewer Basin No. 5 specifically including an assessment district that includes 700 East Daisy Lane.
- d. Accept the Quote of Walt's Petroleum Service, Inc. in the amount of \$28,507.58 for the purchase of a new fuel management system and authorize the Village Manager to sign the quote per the Director of Public Works' memorandum dated October 28, 2020.
- e. Approve Change Order No. 1 with Wachtel Tree Service for additional forestry services in an amount not to exceed \$4,000 and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated October 29, 2020.
- f. Approve payment of the bills in the amount of \$1,408,495.63 (as amended under new business) for the period October 1, 2020 through October 31, 2020 per the report submitted by the Village Manager.

President Frazer requested the withdrawal of agenda item 5f.

Motion made by President Frazer, seconded by Trustee Tirado, and carried by roll call vote (7-0), the Village Board approved the consent agenda, absent agenda item 5f.

Comprehensive Plan Special Committee Report

The Village Board received and discussed a report from Assistant Village Manager Michael Pedersen regarding Comprehensive Plan Special Committee.

The Comprehensive Plan Special Committee met this past Monday morning and discussed the virtual public participation process and the related survey after hearing a presentation from Melissa Hunt of Vierbicher.

Mr. Pedersen reported that the Comprehensive Plan draft is coming together nicely; there are few changes that need to be made prior to sending to the Plan Commission.

NEW BUSINESS

Approve payment of the bills in the amount of \$1,408,495.63 for the period October 1, 2020 through October 31, 2020 per the report submitted by the Village Manager. (5f)

Motion made by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (7-0), to insert the total payment of bills in the amount of \$1,408,495.63 into 5f and approve the payment of bills for the period October 1, 2020 through October 31, 2020 per the report submitted by the Village Manager and as amended.

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Ordinance to Repeal and Recreate Sections 745-2; 745-7(3)(H)(6) and to Create Section 745-7(D)(5), Related to Zoning Code Treatment of Chicken Enclosures, Chicken Coops and Beehives.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt Ordinance to Repeal and Recreate Sections 745-2; 745-7(3)(H)(6) and to Create Section 745-7(D)(5), Related to Zoning Code Treatment of Chicken Enclosures, Chicken Coops and Beehives.

Ordinance to Amend Section 745-20 D.5.(B) Related to Side Yard Set-Backs in the F-Institutional District.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt Ordinance to Amend Section 745-20 D.5.(B) Related to Side Yard Set-Backs in the F-Institutional District.

Consideration of Wisconsin Department of Transportation Sound Barrier Options Along I-43.

Motion made by Trustee Fonstad, seconded by Trustee Tirado, and carried by roll call vote (7-0), to decline the invitation to stain the noise barrier wall at an additional cost of \$170,430 to the Village of Fox Point.

Future Agenda Items

Motion made by Trustee Fonstad, seconded by Trustee Tirado and carried by roll call vote (7-0), the Village Board will receive and may discuss and act on a report from the Village President regarding his plans and recommendations for addressing the future of the North Shore Library at the upcoming December 8, 2020 Village Board meeting.

Announcements

Village President Frazer

President Frazer congratulated the Village Clerk Treasurer Kelly Meyer and Deputy Clerk Treasurer Jeanne O'Brien for conducting an efficient and very successful Fall General Election last Tuesday, November 3, 2020. President Frazer was a poll worker on second shift, along with Trustee Tirado at Longacre Pavilion. He also saw other former board members who also worked as election inspectors at the polls, as well as various other members of boards, committees, and commissions. The village had a breathtakingly high 92 percent turnout, most of which were absentees and early voting absentees. Despite these obstacles and extraordinary circumstances, the poll locations reported the results to Milwaukee County at 8:10 p.m. All in all, a very good job. The whole process, together with the high rate of participation, reflected positively on the village.

President Frazer stated that he expected to put on the December 8, 2020 Village Board agenda the question of whether the Village Board should direct staff to come up with a sensible plan for village facilities that would include a new village hall, a new DPW complex, and the repurposing of Longacre North as a pavilion, pool or splash pad, and ice rink—making it into a “community heart.” In other words, so conceived the plan

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would address village facility and related community needs in a comprehensive, unified, and harmonious way.

Trustee Fonstad

Trustee Fonstad reported on the October 29, 2020 North Shore Library Board meeting. Mayor Kennedy from Glendale attended the meeting and was given the opportunity to speak to the Board at the beginning of the meeting. He confirmed that Glendale is planning on their own library. He emphasized Glendale is in the North Shore Library for the next three years and also acknowledged that the North Shore Library has the use of the current space for about 15 more years under the lease. Mayor Kennedy recommended the remaining three communities form a committee to look into the future of the North Shore Library. He underscored that Glendale is still at the table as far as the North Shore Library is concerned for the next three years. Glendale wants to be able to know what is going on. The other items taken up included the adoption of the capital budget for 2021, basically recognizing that anything more than \$50,000 would have to be agreed to by Glendale. The capital budget was modified so it is \$50,000. There was a lengthy discussion led by Glendale arguing that instead of collecting those funds from the four communities, that the library should use fund balance to pay for the capital budget. The Library Board voted that down. Fund balance will not be used for the capital expenditures. Finally, there was a discussion of how to structure a committee of the three remaining communities, including the committee's composition, its charge, and the timeline for its activities. No decision was made. A general recommendation came forward that the communities get together and work on the future of the North Shore Library.

Trustee Tirado

Trustee Tirado thanked the village staff, Kelly and Jeanne in particular, for running a well-run Fall General Election last week. There were a lot of new and younger volunteers, creating a good diversity of people, with the polls well-staffed.

Trustee Tirado also thanked village staff and the village's local sculpture Richard Edelman for the placement of the sculpture (Little Dancer) on Bradley and Lake Drive. There have been a lot of people who stop by, read the placard and appreciate the sculpture. People have even been parking there to look at the sculpture. The Fox Point Bayside School District ran a socially distanced Halloween scavenger hunt that included that sculpture. Public art becomes part of the community fabric. He appreciates how the sculpture was displayed and mounted.

Village Manager Scott Botcher

Village Manager Scott Botcher thanked Jeanne and Kelly. We are very, very blessed to have two extremely talented professionals in this job. They are extremely talented at what they do. We are very lucky they came to us from two other communities. He concurred with Trustee Tirado that they did a very good job of diversifying the poll workers. Thank you very much to both of you and to all your election inspectors and staff.

Village Manager Botcher talked about a private placement option discussed with Justin Fisher at Baird in connection with the refinancing of the 2022 debt. A private placement is available to any accredited investor. It does not necessarily have to go to banks. If an individual is an accredited investor and he or she wants to invest in slightly over one million dollars in the Village of Fox Point, an individual could do that. If anyone

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298 knows someone in the community who might have an interest, have the person give
299 Village Manager Scott Botcher a call.

300 Village Manager Scott Botcher gave the Fox Point Bayside School District credit
301 for setting up the Trick or Treat scavenger hunt. The village worked on this event in
302 concert with the school district.

303 Village Manager Scott Botcher reported there were modifications made to the
304 budget books. New budget books will be delivered in advance of the public hearing
305 scheduled for November 23, 2020.
306

307 **Adjourn**

308
309 *Motion made by President Frazer, seconded by Trustee Kravit, and carried*
310 *unanimously by roll call vote (7-0); the Village Board adjourned the Village Board*
311 *meeting at 7:52 p.m.*
312

313 *Respectfully submitted,*

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315
316 *Kelly A. Meyer, CMC/WCMC*
317 *Village Clerk Treasurer*
318 *Village of Fox Point*
319

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
NOVEMBER 23, 2020**

A meeting and public hearing Fox Point Village Board was held virtually via telephonic and video conferencing on Tuesday, November 23, 2020 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk-Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner
Trustee Marty Tirado (Joined Zoom at 7:11 p.m.)
Trustee Greg Ollman

Not present:

Trustee Bill Kravit

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Accountant Financial Manager Mary Carthell, and Village Clerk Treasurer Kelly Meyer.

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

Public Hearing: Proposed 2021 Village Budget

On motion of President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (5-0), the Board opened the Public Hearing at 7:03 p.m.

Elizabeth Aelion, 210 W Bergen Ct.

Ms. Aelion is not in favor of the road widening projects in general in the Village due to concerns of potential accelerated speeds on Village roads. Ms. Aelion commented the Beach Drive Project should be approved conditional upon the receipt of at least 1.5 million in federal funds. Ms. Aelion also noted debt should not be issued if the Village does receive federal money.

On motion of President Frazer, seconded by Trustee Ollman, and carried by roll call vote (5-0), the Board closed the Public Hearing at 7:07 p.m.

Resolution to Adopt the 2021 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll

On motion of Trustee Fonstad, seconded by President Frazer, and carried unanimously by roll call vote (5-0), the Village Board adopted the Resolution language for the 2021 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll, as presented.

Marty Tirado joined the meeting at 7:12 p.m.

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NOVEMBER 23, 2020

Persons desiring to be heard

President Frazer opened Persons desiring to be heard.

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

Consent Agenda

- a. Accept the replacement squad car proposal from Ewald's Hartford Ford in the amount of \$35,104.00 and authorize the Village Manager to sign the purchase order.
- b. Accept the replacement computer server proposal from Dell Computer for the computer server in the amount of \$13,896.54 and authorize the Village Manager to sign the purchase order.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), the Village Board approved the consent agenda, as presented.

Adjourn

Motion made by President Frazer, seconded by Trustee Tirado, and carried by roll call vote (6-0); the Village Board adjourned the Village Board meeting at 7:45 p.m.

Respectfully submitted,

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



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 1, 2020
Re: Recommendation for 2021 Forestry Services

Since the retirement of the past Village Forester and solicitation of proposals for Village Forester services, the Village has retained Wachtel Tree Science each year to serve as its Village Forester. Wachtel Tree Science has submitted a proposal to provide all necessary forestry services for 2021 including responding to resident requests, coordinating tree planting activities, and participation in the civic and volunteer groups, among others for an amount not to exceed \$42,000. The cost of the proposal is consistent with prior proposals received from Wachtel and reflects the additional work under taken each of the past few years that have required the execution of a change order.

Village staff has been very pleased with Wachtel Tree Science's performance in providing Village Forester services for Village. Given the firm's performance and the fact that Wachtel Tree Science was the only firm that expressed an interest in serving as the Village Forester when proposals from qualified applicants were sought in 2008, it is my recommendation that the Village Board accept the proposal from Wachtel Tree Science for Village Forester services in 2021 in an amount not to exceed \$42,000 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the General Fund.

VILLAGE HALL

7200 North Santa Monica Blvd.
Fox Point, Wisconsin 53217-3505
414-351-8900 | Fax 414-351-8909



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

Dear Mr. Brandmeier:

Thank you for giving us the opportunity to work with you these past 12+ years. I have enjoyed building the rapport with you, Mike and all the staff at the Village of Fox Point. Through this time, I have also been able to gain a better understanding of the needs of the residents and the challenges facing the urban forest of Fox Point.

Below is our proposal to continue the services we have been providing. At the end of the proposal is an hourly rate for our services and an estimate of total hours for the coming calendar year.

All of us here at Wachtel Tree Science look forward to a continued relationship with you and the Village of Fox Point.

[| 1. Consulting

Provide the following services for the Village of Fox Point for the 2021 calendar year:

1. Respond to and resolve citizen requests on a weekly basis in accordance with Village Codes to include:

- Site visit including resolution
- Phone call/letter/email to resident with resolution
- Create work orders for field crews as needed
- Follow up to those issues requiring follow up (especially bluff permits)

2. Perform village-wide "scout" surveys as necessary to check for the presence of Dutch Elm disease (DED), Gypsy Moth (GM) and Emerald Ash Borer (EAB)

3. Coordinate contracts/operations to ensure that village services regarding Forestry are not disrupted, including:

- Tree Planting/Pruning/Removal/Stump Removal operations with DPW

4. Design and implement a tree planting program to include:

- Identify locations for replacement trees where feasible for removed trees
- Provide homeowner input in selection and diversity
- Review Village property for tree planting opportunities
- Work within a defined budget

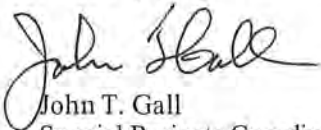
5. Review and coordinate with the Public Works superintendent to keep up to date, as feasible, the Village ward pruning cycle
6. Develop a yearly Forestry budget for Village approval
7. Lead and participate in the following groups as requested:
 - Tree Commission
 - Indian Creek Stewardship group
 - Fox Point Foundation
8. Prepare annual Tree City USA and Bird City Wisconsin applications
9. Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden Club and participate in the annual International Migratory Bird Day celebration held in May
10. Assist the Village in any forestry-related grant writing and grant administration

The above work is proposed at an hourly rate of \$130.00 with estimated hours of 323.1 for a yearly total of \$42,000.00

The above-proposed services are not subject to any local, county and state sales taxes.

To accept this proposal once approved by the Village Board, sign and return one copy to Wachtel Tree Science.

Sincerely,



John T. Gall
Special Projects Coordinator
Certified Arborist, WI-0249AM
Certified Municipal Specialist

(Village of Fox Point)

Date: _____

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

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the **2021 calendar year**, subject to the following terms and conditions:

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

8. Prepare annual Tree City USA and Bird City Wisconsin applications.
9. Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden Club and participate in the annual International Migratory Bird Day celebration held in May.
10. Assist the Village in any forestry-related grant writing and grant administration.
11. Term. The term of this agreement shall be for the calendar year 2021. Either party can terminate this agreement at any time upon thirty (30) days written notice.
12. Payment Terms. The above work shall be at an hourly rate of \$130.00 with estimated hours of 323 for a yearly total of \$42,000. The parties recognize and agree that charges to the Village shall not exceed \$42,000 for the term of this agreement. Wachtel shall provide written notice to the Village Director of Public Works when the number of hours reaches 290, and if it appears that the work contemplated by this agreement cannot be completed within the 323 hour estimate.
13. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor's agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations, and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works, or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
14. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

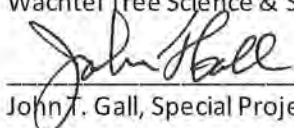
Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: _____
John T. Gall, Special Projects Coordinator



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
CC: John Gall
Date: December 1, 2020
Re: Recommendation for 2021 Emerald Ash Borer (EAB) Management

During budget deliberations in 2012, Village Staff along with our Forester, Wachtel Tree Science (Wachtel), recommended an 8-year Emerald Ash Borer (EAB) Initiative whereby the Village allocate \$154,000 annually to manage, treat and selectively remove ash trees in the Village. The funding for the first year of the EAB Initiative was approved for 2013. The Village is completing its eighth year of the program but will continue with a less aggressive schedule for the foreseeable future and has budgeted \$75,000 for 2021 to treat and manage the remaining public ash trees.

As our Contract Forester, Wachtel has overseen the program and it is proposed that they continue to manage the program to maintain continuity and to provide efficient services to the Village. Wachtel has submitted a proposal to conduct additional EAB Management activities including replanting and treatment as well as incorporation and integration of the data collected into the Village's GIS database. The services provided are in addition to the regular forestry services to be performed by Wachtel this year.

Wachtel has submitted a proposal in the amount of \$15,000 to perform the EAB Management activities in 2021. The proposed funding is static from the past three years. It is my recommendation that the Village Board accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 to conduct EAB Management activities for the Village and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village with funding to come from the Capital Projects Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT
AND WACHTEL TREE SCIENCE & SERVICE
FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES
EMERALD ASH BORER INITIATIVE - 2021

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, the Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2020 calendar year, subject to the following terms and conditions:

I. For Administration of 2021 Village Budgeted Funds for EAB Activities

Wachtel will perform the following administrative duties for contracting ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the Village's 2021 capital projects budget for such activities.

1. Utilizing the Village's GIS street, park/ public property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2021 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.
5. Mark trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 115 hours. Our hourly rate is \$130 for the Project Manager and \$105 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed. The timetable as has been discussed includes having the ash treatments completed by July 15th for trunk injected products, the tree removal contract if

required to be awarded by November 2021 and replanting stock secured by December 2021 for the appropriate spring 2022 planting time.

II. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2021. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$130.00 for Project Manager and \$105.00 for a Staff Certified Arborist with a total cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

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

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: _____
John T. Gall, Special Projects
Coordinator



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: December 1, 2020
Re: Recommendation for 2021 Sanitary and Storm Sewer Rehabilitation Design

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the lining (rehabilitation) of approximately 7,100 feet of sanitary sewers located in Sanitary Sewer Basin Nos. 4 and 5 (29 sanitary sewer segments) as well as the lining of approximately 700 feet of storm sewers at three different locations in the Village. This work is being proposed to address deficiencies in the sanitary sewer lines and to avoid more invasive construction work to repair the storm sewers that require rehabilitation – especially those in side or rear yards. Rehabilitation of the sewers will include cured in place pipe (CIPP) lining.

Kapur & Associates has been actively involved in these for the Village and is intimately familiar with the deficiencies. Therefore, it is my recommendation that the Village retain Kapur & Associates to perform the design and construction document preparation activities associated with this project. They have submitted a proposal in an amount not to exceed \$13,771. I have reviewed the proposal and find it to be reasonable and appropriate. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer and Stormwater Funds.



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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.**

DESIGN FOR 2021 SANITARY AND STORM SEWER REHABILITATION

We are pleased that the Village has requested Kapur & Associates, Inc. perform professional engineering services for the above referenced project. The 2021 Sanitary and Storm Sewer Rehabilitation Project

Base Bid will include design for sanitary and storm sewer rehabilitation:

- Sanitary sewer CIPP lining in Basins #4 and #5 ~7,100 L.F. (29 sanitary sewer segments)
- Storm sewer CIPP lining ~700 LF
 - ~ 220 LF of 21" storm sewer from Holly Court to Railroad outfall
 - ~ 210 LF of 12" RCP storm sewer at Santa Monica Blvd.
 - ~ 270 LF of 15" concrete pipe from Santa Monica Blvd. to Railroad outfall

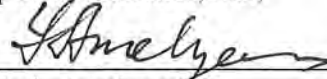
The scope of work includes time for collection of data and design work as follows:

- Meetings with the Village Staff and Pre-Bidding walk through with prospective bidders
- Preliminary and final design, including verification of design data from the existing CCTV inspection/video and field verification
- Bidding/Contract document, engineering cost estimate
- Work with prospective bidders: prepare copies of CCTV videos and answer questions
- Publishing, bid opening, finalizing the bid tab upon review of the bids received, award recommendation to the low bidder

Our design fee is detailed in the attached Fee Schedule. The not to exceed fee for design is \$13,771.00 which included reimbursable expenses.

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

For Kapur & Associates, Inc.,

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

Date: 11-13-2020

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____

**ENGINEERING COST NOT TO EXCEED
2021 SANITARY AND STORM SEWER REHABILITATION DESIGN
VILLAGE OF FOX POINT**

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$159.00	\$109.00			
Meetings with Village Staff	3	3		6	\$804.00
Preliminary and final design of approximately 7,100 LF of sanitary sewer and 700 LF of storm sewer including verification of design data from CCTV inspection reports/videos field verification	8	24	10	42	\$4,688.00
Bidding/Contract Document, engineering cost estimate	8	16	6	30	\$3,496.00
Work with prospective bidders: prepare copies of CCTV videos, answer questions and site visits	5	16		21	\$2,539.00
Publishing, bid opening, finalizing the bid tab and award recommendation to the low bidder	4	12		16	\$1,944.00
Estimated Reimbursable Expenses				NA	\$300.00
TOTAL	28	71	16	115	\$13,771.00



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 1, 2020
Re: Recommendation for 2021 Sanitary and Storm Sewer Spot Repair Design

In addition to the sanitary and storm sewer lining proposed as part of the 2021 Capital Improvement Projects, staff has identified four separate locations in the Village requiring spot repairs/relays/excavation to repair a sanitary or storm sewer location. The two sanitary sewer locations are located on Goodrich Lane (easement on private property) and Bell Road and the two storm sewer locations are located on Holly Court and Santa Monica Boulevard as the storm sewers daylight toward the railroad tracks.

Staff has been working with Kapur & Associates to identify these areas needing rehabilitation. Therefore, it is my recommendation that the Village retain Kapur & Associates to perform the design and construction document preparation activities associated with this project. They have submitted a proposal in an amount not to exceed \$14,941. I have reviewed the proposal and find it to be reasonable and appropriate. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer and Stormwater Funds.

VILLAGE HALL

7200 North Santa Monica Blvd.
Fox Point, Wisconsin 53217-3505
414-351-8900 | Fax 414-351-8909



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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.**

DESIGN FOR 2021 SANITARY AND STORM SEWER OPEN CUT SPOT REPAIR/RELAY

We are pleased that the Village has requested Kapur & Associates, Inc. perform professional engineering services for the above referenced project. The 2021 sanitary and storm sewer open cut spot repair/relay will be performed at following locations:

- Sanitary sewer spot repair at Goodrich Lane failed 8" CIPP liner between MH 08-181 and MH 08-091
- Sanitary sewer spot repair at Bell Rd. between MH 05-116 and MH 05-103
- Storm sewer outfall repair in the vicinity of Santa Monica/UP Railroad
- Storm sewer outfall repair in the vicinity of Holly Court/UP Railroad

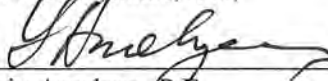
The scope of work includes time for collection of data and design work as follows:

- Meetings with the Village Staff and pre-bid walk through with prospective bidders
- Topographic survey and base mapping
- Preliminary design, review with the Village staff and final design
- Bidding/Contract documents, specs, engineering cost estimate
- Work with prospective bidders: prepare copies of CCTV videos and answer questions
- Publishing, bid opening, finalizing the bid tab upon review of the bids received, award recommendation to the low bidder

Our design fee is detailed in the attached Fee Schedule. The not to exceed fee for design is \$14,941.00 which included reimbursable expenses.

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

For Kapur & Associates, Inc.,

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

Date: 11-13-2020

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____



**SANITARY AND STORM SEWER OPEN CUT SPOT REPAIR/RELAY
VILLAGE OF FOX POINT**

TASK	Project Manager	Project Engineer	Cad Technician	Project Surveyor RLS	One Man Survey Crew	Total Task Hours	Total Task Cost
	\$159.00	\$109.00	\$80.00	\$109.00	\$125.00		
DESIGN							
Meeting with the Village Staff and pre-bid walk throw with prospective bidders	4	4				8	\$1,072.00
Topographic survey and base mapping	4		10	5	10	29	\$3,231.00
Preliminary design, rview with Village Staff and final design	8	18	18			44	\$4,674.00
Preparation of bidding and contract documents, specs, engineering cost estimate	2	16				18	\$2,062.00
Work with prospective bidders, preparation copies of CCTV videos and answer questions, pre-bid walk through	8	10				18	\$2,362.00
Publishing, bid opening, finalizing bid tab and award recommendation to low bidder	2	8				10	\$1,190.00
Estimated reimbursable expenses							\$350.00
DESIGN TOTAL:	28	56	28	5	10	127	\$14,941.00
Create Temporary and Permanent Easements (If Necessary)						\$800 Each	

*Sanitary and Storm Sewer Open Cut Spot Repair/Relay
Village of Fox Point, Wisconsin*





To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works

Through: Scott Botcher, Village Manager

Date: December 1, 2020

Re: 2021 Sanitary Sewer Televising

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. This year's proposed televising focuses predominantly on the northwest portion of the Village and includes approximately 15,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

On our behalf, Kapur & Associates solicited quotes from televising contractors and has received a quote to televise the mains at a very reasonable cost of \$0.60 per foot or about \$7,800.00. After the televising is complete, it is proposed that Kapur & Associates will review all of the videos and provide recommendations to DPW staff regarding which segments of the sanitary sewer mains require rehabilitation and which do not.

Kapur & Associates has submitted a proposal in an amount not to exceed \$14,932 to coordinate the 2021 sanitary sewer televising. I have reviewed their proposal to coordinate the televising and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$14,932, and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in and proposed to be allocated from the Sanitary Sewer Fund.



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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.
FOR
2021 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION
VILLAGE OF FOX POINT**

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

The scope of work includes time for collection of data and closed circuit televising (CCTV) work as follows:

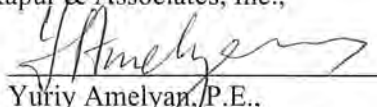
- Review sanitary sewer GIS and preparation of proposed CCTV location maps (determine the size and length for each proposed televising sanitary sewer segment)
- Televising of approximately 15,000 L.F. of 8", 10", 12" and 15" sanitary sewer main
- Field coordination between TV contractor, residents and Village
- Review video's and determine the physical condition of sanitary sewer main
- CCTV inspection report, recommendation for rehab and construction cost estimate.

Total fees for this service are a time and materials not to exceed amount of \$14,932.00.

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

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

For Kapur & Associates, Inc.,

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

Date: 11-12-2020

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____



COST NOT TO EXCEED
FOX POINT 2021 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$159.00	\$109.00	\$80.00		
Review of sanitary sewer GIS and preparation of proposed CCTV location map		8	6	14	\$872.00
Televising of sanitary sewer main, field coordination between TV contractor, residents and Village	Approximately 15,000 Feet @ \$0.60				\$7,800.00
Review video's and determine sanitary sewer pipe physical condition	4	24		28	\$3,252.00
CCTV inspection report, recommendation for rehab and cost estimate	6	16	2	24	\$2,858.00
Reimbursable expenses					\$150.00
TOTAL	10	48	8	66	\$14,932.00



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: December 3, 2020

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

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

1. Mapping utility easements. As projects progress during the year, invariably easements are secured for work performed on private property. These easements are recorded at the Register of Deeds and, once recorded, sent to Ruekert Mielke for incorporation into the GIS database. It is estimated there will be six to ten easements in 2021.
2. CCTV video links. Each year a contractor is hired to televise our sanitary sewers. We are beginning to update the GIS database by adding the most current video events to the individual sewer segments.
3. Utility mapping and as-built maintenance. After each project, the as-built conditions are sent to Ruekert Mielke and they convert the digital information to our GIS database.
4. MMSD data transfers. After the completion of private property infiltration and inflow projects, data within GIS must be conveyed to MMSD prior to receiving reimbursement.
5. Maintenance and hosting of the website by Ruekert Mielke.

I have reviewed the proposal and find the costs to be reasonable. Of the total cost of \$35,740, \$7,990 is related to the annual hosting costs – hosting and maintaining the Village GIS database which has remained unchanged for the past few years. The remaining approximate \$28,000 is divided into the other tasks and is drafted such that they are charged on a time and materials basis (except the video linking tool) and the costs will reflect the actual hours spent on developing the tools. Most of the estimated remaining costs (about \$20,000) is related to the incorporation of as-built documentation into the database in order to keep the GIS up-to-date.

Therefore, it is my recommendation that the Village Board accepts the proposal from Ruekert & Mielke, Inc. in an amount not to exceed \$35,740 and authorizes the Village President and Village Clerk to sign the contract on behalf of the Village. Funding for this project is budgeted in the Sanitary Sewer Fund, Water Fund and Stormwater Utility and there is adequate budget to cover the cost of this work.



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

December 1, 2020

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

Re: 2021 GIS Annual Services Agreement

Dear Mr. Brandmeier:

In response to our recent discussions and your GIS budgeting efforts, we are presenting you this Agreement for our GIS services and associated fees for 2021. On the following pages we've described the different components of the efforts that were discussed in our previous conversation and provided a cost table to breakdown the price of each component.

Item 1 – Core Services

R/M's GIS Core Services cover the behind the scenes cost of hardware and software maintenance, security, and upgrades. Core Services cover the cost of coordination and communication for troubleshooting issues and optimizing the process and functionality of the software that make up AssetAlly.

GIS Core Services include:

1. Hardware maintenance.
 - R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security.
2. Software maintenance.
 - R/M will ensure software resources it uses meet or exceed industry standards for performance and security.
3. Software upgrades.
 - R/M will regularly test and install Routine Upgrades to improve functionality and performance. R/M will make reasonable efforts to ensure there are no negative impacts on critical features before installing Routine Upgrades.
4. Troubleshooting.
 - R/M will make reasonable efforts to resolve errors or technical issues discovered by Authenticated Users. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances out of R/M's control such as software bugs, unforeseen use cases, etc.
5. Optimization.
 - From time to time, R/M may undertake efforts to improve performance or overall system efficiency.
6. Communication.
 - R/M will make reasonable efforts to contact the Client regarding significant scheduled system downtime in advance.



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Item 2 – GIS Services – Additional Services

- a. Utilities Mapping – Map new/upgraded utilities, attribute the pipes and structures with type, size, length, material, location, etc. Link as-built sheets to corresponding pipes and structures for the sanitary, water, and storm sewer system. (38 hrs.) approx.
- b. As-built utility maintenance for 2020 construction projects. Update utilities from provided records (storm, water, and green infrastructure). (20 hrs.) approx.
- c. Map Utility Easements – Digitize easement boundaries, apply attributes and link appropriate documents to the corresponding easements. (14 hrs.) approx.
- d. CCTV Videos – Organize and review CCTV data to establish data and labeling parameters. Link CCTV videos to corresponding pipe segments. (74 hrs.) approx.
- e. Video Linking tool – for Village staff to link future videos (35 hrs.) approx.
- f. Build Push Notifications – for document uploads (16 hrs.) approx.

Cost

Item	Scope of Services	Unit	Cost
1	Core Services	A.S.	\$ 7,990
2	GIS Services – Additional Services		
	a,b. Utility Maintenance	T.M.	\$ 8,000
	c. Map Utility Easements	T.M.	\$ 2,000
	d. Storm Sewer Video Linking	T.M.	\$ 2,500
	d. Sanitary Sewer Video Linking	T.M.	\$ 8,000
	e. Linking Videos Tool	L.S.	\$ 5,000
	f. Push Notification for Document Uploads	T.M.	\$ 2,250
	Total		\$35,740

A.S. = Annual Subscription
T.M. = Time and Material
L.S. = Lump Sum

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



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

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, reading 'Timothy J. Anderson'.

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

TJA:cal

Enclosure

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



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CLIENT NAME:

Village of Fox Point

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: Stanley R. Sugden, P.E.

Title: _____

Title: President

Date: _____

Date: December 1, 2020

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Timothy J. Anderson

Title: CADD/GIS Team Leader

Phone Number: (262) 542-5733

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

Effective May 19, 2015

A. Standards of Performance

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

B. Authorized Representative

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

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

E. Owner Provided Information

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

F. Access

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

G. Limit of Liability

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

H. Insurance

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

I. Termination of Contract

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

J. Indemnification and Allocation of Risk

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

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

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

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

K. Independent Contractor

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

L. Force Majeure

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

M. Severability and Waiver of Provisions

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

N. Dispute Resolution

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

O. Public Records

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

END OF DOCUMENT



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *JB*
Date: December 1, 2020
Re: Recommendation for Review and Analysis of Potential Source of Sinkholes

As the Board may recall, the Village has experienced a number of sinkholes located around two Milwaukee Metropolitan Sewerage District Manholes – one at Green Tree and Santa Monica and the other on Santa Monica in front of the municipal pool. To our knowledge, there have been six separate sinkholes that have formed in these areas over the course of the last 3-1/2 years:

- The first sinkhole formed around the MIS Manhole at Green Tree and Santa Monica in May 2017.
- The second, third and fourth sinkholes formed around this same location in August 2017, April 2019 and July 2019.
- The fifth sinkhole began forming as a depressional area around the MIS Manhole by the pool in November 2019.
- The most recent sinkhole formed around the MIS Manhole by the pool in May 2020.

With the first set of sinkholes, the Village expended considerable funds to research potential sources of the sinkhole and went so far as to hire Globe Contractors to excavate approximately 15-18 feet deep on the south side of the MIS Manhole on Green Tree Road to expose the Village's sanitary sewer main and outside drop structure. Based on the findings from the open cut excavation and the televising performed by the Village's contractors, staff has been of the opinion that the source of the sinkholes is not a Village problem but rather an MMSD issue.

With the latest round of sinkholes (2019-2020), staff informed MMSD that we would assist in the investigations but we were of the opinion that sinkholes forming around two separate and distinct manholes required more attention from MMSD as this may point toward a problem in their system.

MMSD hired two consultants to review the background and information gathered since 2017 related to the sinkholes and have informed staff that they believe the source of the sinkholes is a Village problem. I have respectfully disagreed with their assessment and asked for a copy of the report when they informed me of their decision in October 2020. Unfortunately, nearly two months later I have yet to receive a copy of the report.

Nonetheless, obtaining their report will allow us to independently review the findings and, as part of that review, we are proposing that the Village retain MSA Professional Services, Inc. to

assist in the review and evaluation. Their contract is for a not-to-exceed amount of \$15,000 and includes documentation review, provide recommendations for additional investigations, prepare a technical memorandum and participate in meetings with staff.

I am of the opinion that a separate evaluation be performed to represent the interests of the Village of Fox Point. Therefore, it is my recommendation that the proposal from MSA Professional Services in an amount not to exceed \$15,000 be accepted and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.



Professional Services Agreement

This AGREEMENT (Agreement) is made today December 8, 2020 by and between VILLAGE OF FOX POINT (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Sink Hole Investigation

The scope of the work authorized is: See Attachment 'B'

The schedule to perform the work is: Approx. Start Date: November 2020
Approx. Completion Date: March 2021

The estimated fee for the work is: \$15,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President
Date: _____

Attest: Village Clerk/Treasurer

Clerk Name: Kelly A. Meyer
Date: _____

7200 N. Santa Monica Blvd
Fox Point, WI 53217
Phone: (414) 351-8900
sbrandmeier@villageoffoxpoint.com

MSA PROFESSIONAL SERVICES, INC.

Greg Gunderson, P.E.
Team Leader | Wastewater
Date: 12/1/2020

1702 Pankratz St.
Madison, WI 53704
Phone: (608) 355-8883
ggunderson@msa-ps.com

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists.....	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians.....	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints.....	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov.
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station.....	Included in labor rates
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

- * Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

ATTACHMENT B: SCOPE OF SERVICES

PROJECT UNDERSTANDING

The Village of Fox Point (Village) is a sewer customer of the Milwaukee Metropolitan Sewage District (MMSD). The Village-owned trunk sewers discharge into the MMSD-owned interceptor system, also known as Metropolitan Interceptor Sewer (MIS) System. In recent years, sinkholes have been forming around MIS structures within the Village. MMSD and Village are conducting investigations into the cause of the sinkholes and identify the responsible party. To date, the Village has incurred all costs related to the repair of the sinkholes. The Village wishes to contract with MSA to conduct a third-party review of the documentation.

SCOPE OF SERVICES

MSA will provide the following scope of services.

1) Documentation Review

- a. Review pertinent documentation provided by the Village related to the areas of two (2) known sinkholes near the intersection of N. Santa Monica Blvd and E. Green Tree Rd that occurred between 2017-2020.
 - i. Documentation transmitted by the Village based on their internal investigation
 - ii. Summary report completed by MMSD and provided to the Village

2) Additional Investigation

- a. Provide recommendations for additional investigation, as warranted, based upon MSA's documentation review.

3) Technical Memorandum

- a. MSA will summarize our findings and any recommendations into a Technical Memorandum
- b. MSA will provide an electronically delivered report in pdf format via email.

4) Meetings

- a. MSA will conduct up to one (1) in-person meeting with Village staff to review the project
- b. MSA will conduct up to two (2) virtual meetings with Village Staff to review the project

5) Additional Services

- a. The following services are not included in this scope of services. They could be added via contract amendment or separate agreement.
 - i. Review of additional sinkholes not identified in the scope
 - ii. Review of additional documentation that is not transmitted to MSA within the first 30 days of the effective date of the contract.
 - iii. Review of additional documentation beyond the approximate completion date of the contract.
 - iv. Cost Estimating
 - v. Design, Bidding, and Construction-Related Services
 - vi. Additional meetings not specifically outlined in the Scope of Services
 - vii. Field Work & Topographic Survey

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

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

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2020-__

RESOLUTION TO ADOPT THE INTERNATIONAL MIGRATORY BIRD DAY

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

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

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

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

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

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

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

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

Whereas, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*

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

Now Therefore Be It Resolved, that the Fox Point Village Board hereby designates May 8, 2021 as International Migratory Bird Day in the Village of Fox Point and urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Passed and Adopted by the Village Board, Village of Fox Point, this 8th of December, 2020.

Douglas H. Frazer
Village President

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



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: December 1, 2020
Re: Acceptance of Indian Creek Maintenance Proposal

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

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

In 2015, Marek began a management program along the creek bed which included cattail control and vegetation maintenance. These activities continued in 2016 through 2020 and have been very successful at significantly reducing the cattail population. The activities undertaken by Marek have helped in managing the cattails and other invasive plant species. I am recommending that the Village continue with the active management program.

Marek has submitted a proposal that includes cattail and invasive species control over the entire creek bed, control of tree seedlings from Dean Road north to Indian Creek Parkway, plug planting, and preparation of progress and year end reports. Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2021 Indian Creek vegetative maintenance in an amount not to exceed \$16,652 and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. The Village has budgeted \$18,000 in the storm water utility to fund these activities.



Proposal

Marek Landscaping LLC

Client Name: Village of Fox Point
Project Name: Indian Creek Land Stewardship 2021
Jobsite Address: 8308 N Indian Creek Pkwy Fox Point, WI 53217 **Billing Address:** 7200 North Santa Monica Blvd Fox Point, WI 53217
Estimate ID: EST2225683
Date: Nov 30, 2020

Purple Loosestrife and Reed Canary Grass Control (6.5 acres) \$3,760.00

Entire 6.5 acre site.

Herbicide applications to Purple Loosestrife plants before flowering using backpack sprayers and wick applicators with aquatic use approved herbicides. Control may also include hand pulling and bagging for disposal for flowering plants. Herbicide application to Reed Canary Grass populations as they establish throughout the entire site. Repeat herbicide applications to these sites will be applied as needed.

- 4 visits throughout season

Cattail Control and Maintenance (6.5 acres) \$2,520.00

Entire 6.5 acre site.

Herbicide applications to cattail regrowth via backpack sprayers and wick applicators using aquatic use approved herbicides.

- 2 visits (approximately July and September)

Mixed Invasives (6.5 acres) \$2,280.00

Entire 6.5 acre site.

Invasive species throughout the site will be controlled by a combination of cutting, pulling, targeted herbicide application with backpack sprayers or spray bottles, and collection of invasive seed.

- 2 visits throughout season

Control of Tree Seedlings - Area 3 \$2,760.00

North of E. Dean Road to N Indian Creek Parkway.

Control of Ash, Buckthorn, and other tree seedlings within creek bed and back-up areas. Control will consist of cutting and/or mowing seedlings and stump treating with an herbicide labeled for aquatic use, or basal bark treating seedlings with an herbicide labeled for aquatic use.

Plug Planting Fall 2021	\$2,862.00
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Planting of 480 native plugs. Native plugs will be chosen to add additional native species that are difficult to establish from seed and are not prominent in the site already.

Vegetation Monitoring and Inventory Survey	\$1,590.00
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Survey to occur 3 times during growing season. Will include either timed-meander survey or line-intercept survey to inventory and quantify native and invasive wetland species. Survey results will be reported and discussed in the end of year report.

Progress Monitoring and End of the Year Report	\$880.00
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Includes inspections to monitor progress and a summary to report the year's efforts and make recommendations for future work.

Subtotal	\$16,652.00
Taxes	\$0.00
Estimate Total	\$16,652.00

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

Progress invoices will be sent as work is completed. Payment due within 30 days of invoice.

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SJB*
Through: Scott Botcher, Village Manager *SJB*
Date: December 1, 2020
Re: Acceptance of Indian Creek Woods Maintenance Proposal

In 2019 and 2020, the Village contracted with Marek Landscaping to provide additional invasive species control in the Indian Creek Woods after the removal of the ash, elm and other tree species in the woods. Until native vegetation and the trees planted this fall are well established, staff intends to continue with invasive species control in the former wooded area.

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

Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2021 Indian Creek Woods vegetative maintenance in an amount not to exceed \$5,998 and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. Funding will be allocated from the EAB account.



INDIAN CREEK WOODS LAND STEWARDSHIP 2021

Marek Landscaping LLC

Client Name: Village of Fox Point

Project Name: Indian Creek Woods Land Stewardship 2021

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

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

Estimate ID: EST2226989

Date: Dec 01, 2020

Vegetation Maintenance \$2,744.00

Includes a minimum of 4 visits by staff ecologists throughout the 2020 growing season to:

- Control invasive and undesirable herbaceous plants including but not limited to creeping jenny, valerian, burdock, dames rocket, thistles, and motherwort.
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community

Invasive and undesirable vegetation will be controlled by targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed. Timing will be dependent upon plant development and the specific phenology of the species to be targeted to ensure all species are controlled and at the most effective time.

Woody Invasive Species Control \$3,254.00

Control of ash, boxelder, buckthorn, and other invasive and undesirable species. Control will include saplings and resprouts within the management area of Indian Creek Woods. Control will consist of cutting and/or mowing saplings and stump treating, or basal bark treating.

Subtotal	\$5,998.00
Taxes	\$0.00
Estimate Total	\$5,998.00

Payment Terms: Work will be progress billed. Payment due within 10 days of invoice.

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____



INDIAN CREEK WOODS LAND STEWARDSHIP 2021

Marek Landscaping LLC

Client Name: Village of Fox Point
Project Name: Indian Creek Woods Land Stewardship 2021
Jobsite Address: 8308 N Indian Creek Pkwy Fox Point, WI 53217
Billing Address: 7200 North Santa Monica Blvd Fox Point, WI 53217
Estimate ID: EST2226989
Date: Dec 01, 2020

Vegetation Maintenance \$2,744.00

Includes a minimum of 4 visits by staff ecologists throughout the 2020 growing season to:

- Control invasive and undesirable herbaceous plants including but not limited to creeping jenny, valerian, burdock, dandelion, rocket, thistles, and motherwort.
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community

Invasive and undesirable vegetation will be controlled by targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed. Timing will be dependent upon plant development and the specific phenology of the species to be targeted to ensure all species are controlled and at the most effective time.

Woody Invasive Species Control \$3,254.00

Control of ash, boxelder, buckthorn, and other invasive and undesirable species. Control will include saplings and resprouts within the management area of Indian Creek Woods. Control will consist of cutting and/or mowing saplings and stump treating, or basal bark treating.

Subtotal	\$5,998.00
Taxes	\$0.00
Estimate Total	\$5,998.00

Payment Terms: Work will be progress billed. Payment due within 10 days of invoice.

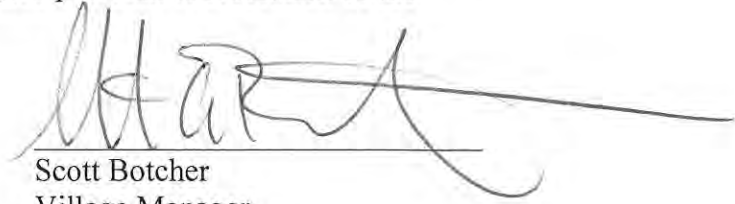
Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____

This is to certify that the attached is true and correct list of bills due for a period from November 1- 30, 2020, in the total amount of \$307,554.25. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

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

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on December 8, 2020.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
919	DAVID J. FRANK LANDSCAPE C	23505	432 E FOX DALE CT	11/24/2020	300.00	11/25/2020
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					300.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	DECEMBER2020	LIFE INSURANCE	11/16/2020	837.32	11/19/2020
Total 10-21520 GROUP LIFE:					837.32	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	NOVEMBER 2020	POLICE DUES	11/25/2020	495.00	11/25/2020
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR1112202	Deferred Comp NICHOLAS Pay	11/12/2020	50.00	11/12/2020
375	NORTH SHORE BANK, FSB	PR1112202	Deferred Comp NORTH SHORE	11/12/2020	1,115.00	11/12/2020
375	NORTH SHORE BANK, FSB	PR1126202	Deferred Comp NICHOLAS Pay	11/24/2020	50.00	11/25/2020
375	NORTH SHORE BANK, FSB	PR1126202	Deferred Comp NORTH SHORE	11/24/2020	1,115.00	11/25/2020
814	GREAT-WEST TRUST COMPAN	PR1112201	Deferred Comp WI DEFER - PRE	11/12/2020	4,734.14	11/12/2020
814	GREAT-WEST TRUST COMPAN	PR1112201	Deferred Comp WI DEFER - RO	11/12/2020	437.31	11/12/2020
814	GREAT-WEST TRUST COMPAN	PR1126201	Deferred Comp WI DEFER - PRE	11/24/2020	4,734.14	11/25/2020
814	GREAT-WEST TRUST COMPAN	PR1126201	Deferred Comp WI DEFER - RO	11/24/2020	437.31	11/25/2020
101991	VANTAGEPOINT TRANSFER AG	PR1112201	Deferred Comp ICMA-PRETAX	11/12/2020	1,016.43	11/12/2020
101991	VANTAGEPOINT TRANSFER AG	PR1126201	Deferred Comp ICMA-PRETAX	11/24/2020	1,016.43	11/25/2020
Total 10-21530 DEFERRED COMPENSATION:					14,705.76	
10-21540 GARNISHMENT						
797	WI SCTF	11/13/2020	PIN#6238393 ID#55200	11/11/2020	193.86	11/12/2020
797	WI SCTF	PR11122020	PIN#6238393 ID#55200	11/16/2020	193.86	11/19/2020
797	WI SCTF	PR11272020	PIN#6238393 ID#55200	11/25/2020	193.86	11/25/2020
Total 10-21540 GARNISHMENT:					581.58	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	20201102	BARTENDER	11/04/2020	7.00	11/06/2020
Total 10-44120 LIQUOR/TOBACCO LICENSES:					7.00	
10-45100 FINES/FORFEITURES						
807	FRANKE, JAY L	00012070	OVERPAYMENT	11/02/2020	6.00	11/06/2020
811	KAZMI, SHANE DANIEL	11/09/2020	OVERPAYMENT	11/09/2020	2.00	11/12/2020
2147	LAKE COUNTRY MUNICIPAL CO	BROOKS/ANEIJHA	BROOKS/ANEIJAH 8/22/1999	11/24/2020	300.00	11/25/2020
Total 10-45100 FINES/FORFEITURES:					308.00	
10-46710 PAVILION RENTALS						
818	HOEHN, MOLLY	1.055053	PAVILLION DEPOSIT REFUND	11/17/2020	50.00	11/19/2020
Total 10-46710 PAVILION RENTALS:					50.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	OCTOBER 2020	DRIVER SUR/JAIL FEE	11/02/2020	817.67	11/06/2020
552	WISCONSIN, STATE OF - COUR	OCTOBER 2020	OCTOBER	11/02/2020	1,741.41	11/06/2020

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Total 10-51200-395 COUNTY COURT FEES:					2,559.08	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	3,051.20	11/06/2020
Total 10-51300-218 VILLAGE ATTORNEY:					3,051.20	
10-51420-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	72697	TAXES	11/01/2020	557.42	11/12/2020
Total 10-51420-310 SUPPLIES/EXPENSES:					557.42	
10-51420-321 PROFESSIONAL DUES/MEETINGS						
5845	CNA SURETY	63002742N (2020)	63002742N	11/16/2020	30.00	11/19/2020
Total 10-51420-321 PROFESSIONAL DUES/MEETINGS:					30.00	
10-51440-310 SUPPLIES/EXPENSES						
502	VILLAGE HARDWARE - VH	202214/7	ELECTIONS	11/09/2020	14.38	11/12/2020
5033	OFFICE DEPOT -US COMMUNIT	132339606001	37360205-ELECTIONS	11/03/2020	29.39	11/06/2020
Total 10-51440-310 SUPPLIES/EXPENSES:					43.77	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	151075	MONTHLY FEES	11/02/2020	39.96	11/06/2020
Total 10-51530-210 CONTRACT SERVICES:					39.96	
10-51600-210 CONTRACT SERVICES						
477	TAYLOR COMPUTER SERVICES	21165	OCTVLGMANGSVCS	11/01/2020	218.75	11/19/2020
789	DO IT NOW CLEANING LLC	185	CARPET CLEANING	11/16/2020	250.00	11/19/2020
905	MARCO TECHNOLOGIES, LLC	inv8118714	CHANGE ORDER	11/11/2020	75.00	11/12/2020
940	ONTECH SYSTEMS, INC.	50619	ONSITE/REMOTE	11/16/2020	790.30	11/19/2020
940	ONTECH SYSTEMS, INC.	52196	REMOTE	11/05/2020	70.00	11/06/2020
940	ONTECH SYSTEMS, INC.	52358	STORAGECRAFT	11/05/2020	186.00	11/06/2020
940	ONTECH SYSTEMS, INC.	52359	AGREEMENT RMM	11/05/2020	1,185.00	11/06/2020
Total 10-51600-210 CONTRACT SERVICES:					2,775.05	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	10/20-11/18/20	3298-754-812	11/24/2020	249.75	11/25/2020
Total 10-51600-220 GAS-HEAT:					249.75	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/20-11/18/20	3298-754-812	11/24/2020	1,117.19	11/25/2020
Total 10-51600-221 ELECTRIC UTILITIES:					1,117.19	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73177529	ACCT #205607369	11/09/2020	168.60	11/12/2020
2691	CENTURYLINK-BUSINESS SVC.	170332663	87619173	11/16/2020	.47	11/19/2020
5312	AT & T- VILLAGE	11/22/2020	414 351-8900 758 7	11/02/2020	38.30	11/06/2020
Total 10-51600-222 TELEPHONE UTILITIES:					207.37	

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10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	S2690256.001	PAPERSUPPLIES	11/24/2020	284.46	11/25/2020
892	SPECTRUM	11/08/2020	10404-060459401-5001	11/16/2020	8.83	11/19/2020
1710	UP NORTH SERVICES	4058	PEST CONTROL VLG	11/18/2020	50.00	11/19/2020
1751	ACTION HEATING COOLING & P	114631	SERVICE CALL	11/18/2020	98.00	11/19/2020
2741	LAUBENSTEIN INC	13803	REPAIR	11/18/2020	2,154.00	11/19/2020
5778	OFFICE COPYING EQUIPMENT	AR124432	MONTHLY COPIER	11/01/2020	552.29	11/12/2020
5778	OFFICE COPYING EQUIPMENT	AR126693	VLG HALL COPIES	11/18/2020	593.86	11/19/2020
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					3,741.44	
10-51600-310 SUPPLIES/MISC EXPENSES						
2476	RITEWAY BUSINESS FORMS	20-32860	GREEN CHECKS	11/18/2020	295.61	11/19/2020
5033	OFFICE DEPOT -US COMMUNIT	129672280001	37360205-VLG	11/03/2020	68.52	11/06/2020
5033	OFFICE DEPOT -US COMMUNIT	130693948001	37360205-VLG	11/03/2020	39.01	11/06/2020
5033	OFFICE DEPOT -US COMMUNIT	133078582001*	37360205-VLG	11/03/2020	6.28	11/06/2020
5033	OFFICE DEPOT -US COMMUNIT	13331974401	37360205-VLG	11/18/2020	18.98	11/19/2020
5033	OFFICE DEPOT -US COMMUNIT	133440332001	37360205-VLG	11/18/2020	103.96	11/19/2020
5033	OFFICE DEPOT -US COMMUNIT	134831536001	37360205-VLG	11/18/2020	524.85	11/19/2020
5033	OFFICE DEPOT -US COMMUNIT	134939871001	37360205-VLG	11/18/2020	3.63	11/19/2020
5033	OFFICE DEPOT -US COMMUNIT	137580039001	37360205-VLG	11/25/2020	41.58	11/25/2020
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					965.38	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000010412394	ACCOUNT 693002-000-8	11/18/2020	1,480.00	11/19/2020
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					1,480.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	11	HEALTH INSURANCE REIMBUR	11/01/2020	481.12	11/06/2020
435	RIES, DANIEL	27	HEALTH	11/01/2020	834.56	11/06/2020
638	KRIEFALL, DONALD A	55	HEALTH INSURANCE REIMBUR	11/01/2020	70.00	11/06/2020
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,385.68	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	1120FPPD	INDV THERAPY	11/18/2020	300.00	11/19/2020
5152	JAMES IMAGING SYSTEMS, IN	1029246	POLICE DEPARTMENT	11/11/2020	114.42	11/12/2020
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					414.42	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	10/20-11/18/20	6286-911-140	11/24/2020	384.53	11/25/2020
Total 10-52100-220 GAS UTILITIES:					384.53	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/20-11/18/20	0699-070-169	11/24/2020	1,673.59	11/25/2020
536	WE-ENERGIES	10/20-11/18/20	9299-448-560	11/24/2020	27.51	11/25/2020
Total 10-52100-221 ELECTRIC UTILITIES:					1,701.10	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73177529	ACCT #205607369	11/09/2020	105.37	11/12/2020
892	SPECTRUM	20201110OTA	10404038090401-6001	11/11/2020	17.67	11/12/2020
2136	VERIZON WIRELESS	9866347607	786223225-00001 POLICE	11/18/2020	214.18	11/19/2020
2691	CENTURYLINK-BUSINESS SVC.	170332663	87619173	11/16/2020	.47	11/19/2020

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2973	TIME WARNER CABLE	704330001110120	070433001	11/11/2020	462.88	11/12/2020
5312	AT & T- VILLAGE	11/22/2020	414 351-8900 758 7	11/02/2020	23.94	11/06/2020
Total 10-52100-222 TELEPHONE UTILITIES:					824.51	
10-52100-233 EQUIPMENT MAINTENANCE						
2913	EMERGENCY MEDICAL PRODU	6007695	DEFIB BATTERY	11/11/2020	395.00	11/12/2020
5839	LEXISNEXIS	1246411-20201031	MONTHLY	11/05/2020	30.50	11/06/2020
Total 10-52100-233 EQUIPMENT MAINTENANCE:					425.50	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	202426	GLUE	11/11/2020	5.93	11/12/2020
503	VILLAGE HARDWARE - DPS	202751	HAMMER	11/18/2020	28.79	11/19/2020
Total 10-52100-234 BUILDING MAINTENANCE:					34.72	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1462113	PAUL	11/05/2020	213.95	11/06/2020
473	STREICHER'S	1462924	PAUL	11/12/2020	56.98	11/19/2020
473	STREICHER'S	1464834	COVID CARES	11/18/2020	4,569.90	11/19/2020
473	STREICHER'S	1465390	OBREMSKI	11/19/2020	274.92	11/25/2020
909	THE UNIFORM SHOPPE OF GR	304170	DUBNICKA	11/11/2020	69.95	11/12/2020
1294	Galls, LLC,-	17025627	BROUWER	11/18/2020	79.99	11/19/2020
1294	Galls, LLC,-	17025646	WICHMAN	11/19/2020	79.99	11/25/2020
Total 10-52100-330 CLOTHING ALLOWANCE:					5,345.68	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2727205	10586-10586 POLICE DEPARTM	11/11/2020	103.22	11/12/2020
393	PACKERLAND RENT-A-MAT INC.	2730603	10586-10586 POLICE DEPT	11/19/2020	114.86	11/25/2020
393	PACKERLAND RENT-A-MAT INC.	2730966	10586-10586 POLICE DEPARTM	11/19/2020	103.22	11/25/2020
Total 10-52100-334 JANITORIAL SUPPLIES:					321.30	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	0727217	SCHOOL	11/04/2020	64.56	11/06/2020
877	FBI-LEEDA	2000048513	CLI	11/19/2020	695.00	11/25/2020
Total 10-52100-335 SCHOOL EXPENSES:					759.56	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	10/1-10/30/20	3449-647-735	11/05/2020	187.04	11/06/2020
536	WE-ENERGIES	10/5-11/3/20	7083-911-529	11/09/2020	17.96	11/12/2020
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					205.00	
10-53300-405 STREET MATERIALS						
671	AIRGAS	9106695278	VEST	11/10/2020	173.27	11/12/2020
5986	WSO GRADING & EXCAVATING	4075	STONE/FILL	11/12/2020	5,224.42	11/19/2020
Total 10-53300-405 STREET MATERIALS:					5,397.69	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	10/06-11/04/20	6865-091-092	11/11/2020	15.71	11/12/2020
536	WE-ENERGIES	10/06-11/04/20	7018-222-713	11/11/2020	17.62	11/12/2020
536	WE-ENERGIES	10/06-11/04/20	9024-4778-778	11/11/2020	33.21	11/12/2020
536	WE-ENERGIES	10/5-11/3/20	3217-867-834	11/09/2020	15.71	11/12/2020

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Total 10-53400-221 BUS STOP-ELECTRIC:					82.25	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000527-1996-0	MSW	11/11/2020	8,833.41	11/12/2020
Total 10-53630-370 LANDFILL FEES:					8,833.41	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0060229-2286-5	YARDWASTE	11/11/2020	885.77	11/12/2020
1298	WASTE MANAGEMENT OF WI-M	0060361-2286-6	YARDWASTE	11/24/2020	813.05	11/25/2020
Total 10-53642-400 MATERIALS:					1,698.82	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51703681	ACETYLENE	11/18/2020	39.33	11/19/2020
1074	MATHESON TRI-GAS, INC	51716940	ARGON	11/18/2020	29.45	11/19/2020
2241	ITU ABSORB TECH, INC	7575193	SHOP	11/18/2020	11.51	11/19/2020
2241	ITU ABSORB TECH, INC	7579535	SHOP	11/18/2020	11.51	11/19/2020
Total 10-53700-300 MISCELLANEOUS EXPENSE:					91.80	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	829762	MISC	11/18/2020	117.01	11/19/2020
52	BRAKE & EQUIPMENT	18721	PROLINE	11/18/2020	57.81	11/19/2020
547	ROLAND MACHINERY	40092265	LUBE SPIN	11/18/2020	153.33	11/19/2020
591	CUMMINS INC.	F469035	PARTS	11/18/2020	6.52	11/19/2020
591	CUMMINS INC.	F68764	PARTS	11/18/2020	34.57	11/19/2020
631	FACTORY MOTOR PARTS	131585337	PARTS	11/18/2020	60.47	11/19/2020
631	FACTORY MOTOR PARTS	160079793	PARTS	11/18/2020	24.99	11/19/2020
631	FACTORY MOTOR PARTS	503099904	PARTS	11/18/2020	67.40	11/19/2020
665	LAKESIDE INTERNATIONAL TR	1322211P	MISC	11/18/2020	183.57	11/19/2020
1246	SECURE FIRE & SAFETY LLC	23878	RECHARGE	11/18/2020	119.20	11/19/2020
3234	WALDSCHMIDT'S TOWN & COU	735164	CLAMP	11/18/2020	46.11	11/19/2020
102169	TRUCK COUNTRY OF WISCON	X20703295801	RADIATOR	11/19/2020	969.66	11/19/2020
102169	TRUCK COUNTRY OF WISCON	X20703297701	RADIATOR	11/18/2020	969.66	11/19/2020
Total 10-53700-341 REPAIR PARTS:					2,810.30	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	829762	DEF	11/18/2020	62.94	11/19/2020
1337	HERBST OIL, INC	75603	FUEL	11/18/2020	2,102.63	11/19/2020
1337	HERBST OIL, INC	75669	FUEL	11/18/2020	1,186.46	11/19/2020
Total 10-53700-343 FUEL:					3,352.03	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	10/20-11/18/20	3298-754-812	11/24/2020	249.75	11/25/2020
Total 10-53800-220 GAS UTILITIES:					249.75	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/20-11/18/20	3298-754-812	11/24/2020	1,117.18	11/25/2020
Total 10-53800-221 ELECTRIC UTILITIES:					1,117.18	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73177529	ACCT #205607369	11/09/2020	147.52	11/12/2020

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5312	AT & T- VILLAGE	11/22/2020	414 351-8900 758 7	11/02/2020	33.52	11/06/2020
Total 10-53800-222 TELEPHONE UTILITIES:					181.04	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9866113813	787066169-00001	11/19/2020	236.45	11/25/2020
Total 10-53800-224 CELL PHONES:					236.45	
10-53800-300 MISCELLANEOUS EXPENSE						
268	CUSTOM CDL TESTING, LLC	11/11/20RETEST	CDL RETEST	11/11/2020	50.00	11/12/2020
268	CUSTOM CDL TESTING, LLC	ROESKE2020	CDL TESTING	11/05/2020	150.00	11/06/2020
2241	ITU ABSORB TECH, INC	7575195	DPW	11/18/2020	26.73	11/19/2020
2241	ITU ABSORB TECH, INC	7579537	DPW	11/18/2020	26.73	11/19/2020
Total 10-53800-300 MISCELLANEOUS EXPENSE:					253.46	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9106541619	GLOVES	11/09/2020	16.78	11/12/2020
671	AIRGAS	9106541620	GLOVES	11/09/2020	78.40	11/12/2020
671	AIRGAS	9106541621	GLOVES	11/09/2020	18.63	11/12/2020
671	AIRGAS	9107216003	GLOVES	11/24/2020	218.54	11/25/2020
Total 10-53800-333 SAFETY PROGRAM:					332.35	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	20-0000962	4TH QTR	11/18/2020	9,073.00	11/19/2020
Total 10-54100-215 CONTRACT - HEALTH:					9,073.00	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4376*	QUARTERLY LIBRARY	11/18/2020	61,906.28	11/19/2020
Total 10-55100-210 CONTRACT SERVICES:					61,906.28	
10-55200-435 PLAYGROUND MATERIALS						
502	VILLAGE HARDWARE - VH	202893/1	REFUSE CAN	11/23/2020	26.99	11/25/2020
Total 10-55200-435 PLAYGROUND MATERIALS:					26.99	
10-55200-445 TENNIS COURT MAINTENANCE						
327	MENARD'S - MILWAUKEE	20163	SCAFFOLD	11/16/2020	184.00	11/19/2020
Total 10-55200-445 TENNIS COURT MAINTENANCE:					184.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	10/06-11/04/20	5214-367-035	11/11/2020	152.46	11/12/2020
Total 10-55440-220 GAS UTILITIES:					152.46	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/5-11/3/20	5630-222-240	11/09/2020	117.05	11/12/2020
Total 10-55440-221 ELECTRIC UTILITIES:					117.05	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	S2690256.001	PAPERSUPPLIES	11/24/2020	284.46	11/25/2020

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Total 10-55440-450 SKATE RINK MATERIALS:					284.46	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	76416	FORESTRY REQUESTS	11/03/2020	4,550.00	11/06/2020
Total 10-56100-125 FORESTRY CONSULTANT:					4,550.00	
10-56100-465 TREE MAINTENANCE						
502	VILLAGE HARDWARE - VH	202084/1	BUSHINGS/PIPE	11/09/2020	23.92	11/12/2020
846	MIDWEST ARBORIST SUPPLIES	61499	WEDGE GRIPS	11/19/2020	467.10	11/25/2020
4591	VERMEER-WISCONSIN, INC.	20237278	CUTTER	11/20/2020	1,792.72	11/25/2020
4591	VERMEER-WISCONSIN, INC.	20237843	CUTTER	11/20/2020	15.69	11/25/2020
5933	WACHTEL TREE SCIENCE & SE	76856	FERTILIZATION	11/16/2020	210.00	11/19/2020
5986	WSO GRADING & EXCAVATING	4075	STONE/FILL	11/12/2020	500.00	11/19/2020
Total 10-56100-465 TREE MAINTENANCE:					3,009.43	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	10/5-11/03/2020	2417-882-521	11/16/2020	10.08	11/19/2020
Total 21-72000-220 GAS UTILITIES:					10.08	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/5-11/03/2020	2417-882-521	11/16/2020	93.73	11/19/2020
536	WE-ENERGIES	10/5-11/3/20	1670-928-034	11/09/2020	26.99	11/12/2020
Total 21-72000-221 ELECTRIC UTILITIES:					120.72	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	8/1-11/1/2020	AUG-NOV WATER BILLS	11/25/2020	231.80	11/25/2020
Total 21-73000-310 SUPPLIES/EXPENSES:					231.80	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9866113813	787066169-00001	11/19/2020	37.50	11/25/2020
Total 21-73000-400 MATERIALS:					37.50	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	65.00	11/06/2020
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					65.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	105161	SANITARY SEWER CCTV	11/16/2020	5,115.00	11/19/2020
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					5,115.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6568251-2275-6	MONTHLY	11/09/2020	21,731.72	11/12/2020
Total 22-53650-210 CONTRACT SERVICES:					21,731.72	
24-44460 BUILDING PERMIT						
845	PILOT BUILDERS, LLC	2.001663	OVERPAYMENT	11/18/2020	295.00	11/19/2020

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Total 24-44460 BUILDING PERMIT:					295.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEUILT	0072782-IN	OCTOBER	11/01/2020	255.00	11/19/2020
Total 24-52400-210 CONTRACT SERVICES:					255.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	209.10	11/06/2020
Total 24-52400-218 VILLAGE ATTORNEY:					209.10	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9866113813	787066169-00001	11/19/2020	35.00	11/25/2020
Total 24-52400-224 CELL PHONES:					35.00	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	35.00	11/06/2020
2136	VERIZON WIRELESS	9866113813	787066169-00001	11/19/2020	30.00	11/25/2020
Total 25-53800-210 CONTRACT SERVICES:					65.00	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	8/1-11/1/2020	AUG-NOV WATER BILLS	11/25/2020	231.80	11/25/2020
Total 25-55410-310 SUPPLIES/EXPENSES:					231.80	
25-91500-848 STORM SEW-SPOONER/SANTA MONICA						
256	KAPUR & ASSOCIATES, INC.	105162	STORM SEWER INSPECTION	11/09/2020	795.00	11/12/2020
Total 25-91500-848 STORM SEW-SPOONER/SANTA MONICA:					795.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	105153	ROAD PROJEC INSPECT	11/09/2020	7,354.60	11/12/2020
256	KAPUR & ASSOCIATES, INC.	105157	ROAD UTILITY DESIGN	11/16/2020	1,542.00	11/19/2020
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	59.70	11/06/2020
Total 40-91500-801 STREET RESURFACING:					8,956.30	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	105149	GENERAL PROF.SVCS	11/09/2020	1,205.50	11/12/2020
Total 40-91500-825 PROJECT MANAGEMENT:					1,205.50	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	105154	GREENVALE STORM WATER	11/09/2020	1,008.71	11/12/2020
256	KAPUR & ASSOCIATES, INC.	105157	ROAD UTILITY DESIGN	11/16/2020	1,542.00	11/19/2020
256	KAPUR & ASSOCIATES, INC.	105158	BARNETT LANE BIO-RETENTIO	11/09/2020	1,016.50	11/12/2020
2824	MAREK LANDSCAPING	4754	UTILITY RECONSTRUCTION	11/24/2020	10,497.85	11/25/2020
Total 40-91600-800 STORMWATER ROAD PROJECT:					14,065.06	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	76415	EAB	11/03/2020	3,770.00	11/06/2020

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Total 40-91600-833 TREE REPLACEMENT:					3,770.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	40.00	11/06/2020
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					40.00	
50-13100 ACCOUNTS RECEIVABLE - SUNDRY						
808	MIDLAND MANAGEMENT	013904	OVERPAYMENT	11/05/2020	470.91	11/06/2020
Total 50-13100 ACCOUNTS RECEIVABLE - SUNDRY:					470.91	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	55	MONTHLY	11/01/2020	19,127.28	11/06/2020
Total 50-81000-601 SOURCE OF WATER SUPPLY:					19,127.28	
50-81000-651 MAINTENANCE OF MAINS						
2241	ITU ABSORB TECH, INC	7575194	WATER DEPT	11/18/2020	8.34	11/19/2020
2241	ITU ABSORB TECH, INC	7579536	WATER DEPT	11/18/2020	8.34	11/19/2020
4332	DORNER COMPANY	154792-IN	DUCTILE IRON BODY	11/01/2020	9,963.00	11/12/2020
4332	DORNER COMPANY	154793-IN	DUCTILE IRON BODY	11/01/2020	9,963.00	11/12/2020
5986	WSO GRADING & EXCAVATING	4075	STONE/FILL	11/12/2020	1,500.00	11/19/2020
101806	USA BLUEBOOK	398137	FIBER CURVE	11/01/2020	178.34	11/12/2020
Total 50-81000-651 MAINTENANCE OF MAINS:					21,621.02	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	105157	ROAD UTILITY DESIGN	11/16/2020	1,542.00	11/19/2020
535	MUNICIPAL LAW & LITIGATION	4774	VLG ATTORNEY	11/02/2020	130.00	11/06/2020
4542	SEH, INC.	395358	LAKE DR DESIGN	11/16/2020	12,635.62	11/19/2020
Total 50-81000-800 CAPITAL OUTLAY:					14,307.62	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	11/11/20 pump5	HIGH PUMP REMOVAL	11/11/2020	28.05	11/12/2020
378	NORTH SHORE WATER COMMI	11/11/20 RESERVO	RESERVOIR UPGRADE	11/11/2020	34,007.38	11/12/2020
378	NORTH SHORE WATER COMMI	6/10/20 PUMP5	HIGH PUMP REMOVAL	11/12/2020	94.96	11/12/2020
Total 50-81000-844 NSWC CAPITAL PROJECTS:					34,130.39	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80062933	HOSTING SERV UNIT	11/01/2020	148.68	11/12/2020
Total 50-81000-903 SUPPLIES AND EXPENSE:					148.68	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	8/1-11/1/2020	AUG-NOV WATER BILLS	11/25/2020	231.80	11/25/2020
2136	VERIZON WIRELESS	9886113813	787066169-00001	11/19/2020	37.50	11/25/2020
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					269.30	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	BT1706393	TEST YEAR WATER/SEWER ST	11/05/2020	2,000.00	11/06/2020
2839	CITY WATER LLC	727	MONTHLY	11/09/2020	6,000.00	11/12/2020
102273	CIVIC SYSTEMS, LLC	CVC19726	NEW EMPLOYEE TRAINING	11/18/2020	2,400.00	11/19/2020

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Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					10,400.00	
Grand Totals:					307,554.25	

Date Approved: _____

Village Manager: _____

Village Board: _____



To: Village Board

From: Scott A. Botcher *SAB*

cc: Michael Pedersen, Assistant Village Manager

Date: December 2, 2020

Re: Private Placement Pricing

In a manner similar to our competitive sales, I will be distributing a pricing memorandum to the Board on Tuesday. The draft resolution, in your packet, will be in final form at that point at presented as well.

Thank you.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

**RESOLUTION AWARDING THE SALE
OF \$1,004,000 GENERAL OBLIGATION
REFUNDING BOND, SERIES 2021**

WHEREAS, the Village Board (the “Governing Body”) of the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) has determined that it is necessary and desirable to authorize and sell its \$1,004,000 Village of Fox Point, Wisconsin General Obligation Refunding Bond, Series 2021 (the “Bond”) for the following public purposes:

- (a) Refunding the Village’s \$2,475,000 General Obligation Corporate Purpose Bonds, Series 2011 dated June 2, 2011 (the “Series 2011 Bonds”); and
- (b) Payment of related professional and financing fees (collectively, the “Public Purpose”); and

WHEREAS, the Village Administration, in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated (the “Placement Agent”), caused a term sheet (the “Term Sheet”) to be distributed offering the Bond for private placement with [_____] the (“Purchaser”) on December 8, 2020, and a copy of said Term Sheet is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the Village is authorized to issue general obligation refunding bonds of the Village for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Award of the Bond. The proposal of the Purchaser to purchase the Bond is hereby accepted for the sum of \$1,004,000. The Bond will mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2026	\$1,004,000	_____ %

MANDATORY REDEMPTION

The Bond is subject to partial mandatory redemption through the operation of a sinking fund on the dates and in the amounts specified below at a price equal to 100% of the principal amount of the Bond being redeemed, plus accrued interest to the redemption date:

April 1, 2021	\$
April 1, 2022	\$
April 1, 2023	\$
April 1, 2024	\$
April 1, 2025	\$
April 1, 2026 (maturity)	\$

The Village President and Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Bond to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 2. Terms of the Bond. The Bond shall be designated “General Obligation Refunding Bond, Series 2021;” shall be dated January 5, 2021; and shall mature on April 1, 2026. Interest is payable on April 1 and October 1 of each year, commencing on April 1, 2021.

Section 3. Optional Redemption. At the option of the Village, the Bond is subject to call and prior redemption on any date, in whole or in part, and if in part, from principal installments selected by the Village, at par plus accrued interest to the date of redemption upon 30 days’ prior written notice to the Purchaser.

Section 4. Form of the Bond. The Bond shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bond as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years and amounts as follows:

(a) Levy for the year 2020 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2021;
\$_____ for interest due on April 1, 2021; and
\$_____ for interest due on October 1, 2021.

(b) Levy for the year 2021 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2022;
\$_____ for interest due on April 1, 2022; and
\$_____ for interest due on October 1, 2022.

(c) Levy for the year 2022 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2023;
\$_____ for interest due on April 1, 2023; and
\$_____ for interest due on October 1, 2023.

(d) Levy for the year 2023 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2024;
\$_____ for interest due on April 1, 2024; and
\$_____ for interest due on October 1, 2024.

(e) Levy for the year 2024 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2025;
\$_____ for interest due on April 1, 2025; and
\$_____ for interest due on October 1, 2025.

(f) Levy for the year 2025 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2026; and
\$_____ for interest due on April 1, 2026.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Bond remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 6. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated “Debt Service Fund Account for \$1,004,000 Village of Fox Point General Obligation Refunding Bond, Series 2021 dated January 5, 2021.” There shall be deposited in said fund account any premium plus accrued interest paid on the Bond at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 5 hereof and all other sums as may be necessary to pay interest on the Bond when the same shall become due and to retire the Bond at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bond and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 7. Borrowed Money Fund. The proceeds of the Bond (the “Bond Proceeds”) (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bond.

Section 8. Arbitrage Covenant. The Village shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bond (the “Closing”), would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Bond Proceeds may be temporarily invested in legal investments until needed; provided, however, that the Village hereby covenants and agrees that so long as the Bond remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bond, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bond to be an “arbitrage bond” within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bond, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use

of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 9. Additional Tax Covenants. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bond) to assure that the Bond is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bond, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bond will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Bond is not a "private activity bond" as defined in Section 141 of the Code and that ninety-five percent (95%) or more of the net proceeds of the Bond is to be used for local governmental activities of the Village. The Village covenants that it will take all necessary steps to comply with rebate requirements of the Code.

Section 10. Persons Treated as Owners; Transfer of Bond. Associated Trust Company, National Association (the "Paying Agent") shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

The Bond may be transferred by the registered owner by surrender of the Bond at the office of the Paying Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Paying Agent shall deliver in the name of the transferee(s) a new Bond of a like aggregate principal amount, series and maturity and the Paying Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Paying Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute a new Bond necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bond. Payment of interest on the Bond on any interest payment date shall be made to the registered owner of the Bond as it appears on the registration book of the Village maintained by the Paying Agent at the close of business on the corresponding record date.

Section 11. **[TO BE DETERMINED BY PURCHASER IF BOND WILL BE BOOK-ENTRY]** [Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bond eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the Village.

The Bond will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Village's relationship with DTC is terminated, the Village may appoint another securities depository to maintain the Book-Entry System.]

Section 12. Defeasance. When the Bond has been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge the Bond due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if the Bond should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge the Bond called for redemption on any date when prepayable according to its terms, by depositing into a special account on or before that date a sum sufficient to pay the Bond in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on the Bond to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of the Bond at maturity, or at the Village's option, if the Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of the Bond on such date has been duly given or provided for.

Section 13. Designation of Bond. The Village hereby designates the Bond to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation the Village Clerk or other officer of the Village charged with the responsibility for issuing the Bond shall provide an appropriate certificate of the Village all as of the Closing.

Section 14. Execution of the Bond. The Bond shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bond shall cease to be such officers before the delivery of the Bond, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver the Bond, the Term Sheet and all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Bond; Paying Agent. The principal of and interest on the Bond shall be paid by Associated Trust Company, National Association, which is hereby appointed as the Village's registrar, paying agent and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes. The Fiscal Agency Agreement to be entered into between the Village and Associated Trust Company, National Association is hereby approved, and the Village President and the Village Clerk are authorized to sign the Fiscal Agency Agreement.

Section 16. Amendment to Resolution. After the issuance of the Bond, no change or alteration of any kind in the provisions of this Resolution may be made until the Bond has been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Village may, from to time, amend this Resolution without the consent of the owner of the Bond, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

(b) this Resolution may be amended, in any respect, with a written consent of the owner of the Bond then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Village or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bond may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of the Bond to which the change is applicable.

Section 17. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bond.

Section 18. Continuing Disclosure. Securities and Exchange Commission Rule 15c2-12 (the "Rule") does not apply to the Bond because the Bond is being issued in authorized denominations of \$100,000 or more and is being sold to no more than thirty-five (35) persons each of whom the Placement Agent reasonably believes (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Bond, and (b) is not purchasing the Bond for more than one account or with a view to distributing the Bond. Accordingly, no preliminary official statement or final official statement (within the meaning of the Rule) is being prepared, and the Village has not undertaken to provide continuing disclosure with respect to the Bond pursuant the Rule.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner the Bond, and after issuance of the Bond no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 16, until the Bond has been paid in full as to both principal and interest. The owner of the Bond shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 21. Section 893.77 Notice. Notice of sale of the Bond, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Village as a class I notice under Chapter 985 of the Wisconsin Statutes or posted pursuant to the Village's procedures for posting notices.

Section 22. Notice of Redemption of the Series 2011 Bonds. The Village hereby directs the Paying Agent to take steps necessary to call the Series 2011 Bonds on April 1, 2021. The Paying Agent, without any further authorization or direction from the Village, shall provide notice of redemption of said Series 2011 Bonds to be sent to registered securities depositories in the business of holding obligations of such types as the Series 2011 Bonds, and to nationally recognized municipal securities information repositories that disseminate notices of redemption of obligations. The Paying Agent shall also cause notice of the redemption of the Series 2011 Bonds, in substantially the form attached as hereto as Exhibit D, by registered or certified mail, electronic

delivery or overnight express delivery to The Depository Trust Company, not less than thirty (30) and not more than sixty (60) days prior to April 1, 2021.

Adopted this 8th day of December, 2020.

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

CERTIFICATION

I, Kelly A. Meyer, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Fox Point, in the County of Milwaukee, State of Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of said Village; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF \$1,004,000
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a special meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at ____ p.m. on December 8, 2020. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings and by notice to the official newspaper of the Village Board.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
-------	-------

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said resolution which was introduced and its adoption was moved by _____, and seconded by _____. Following discussion and after all trustees who desired to do so had expressed their views for or against said resolution, the question was called and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
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ABSTAINED:

_____	_____
-------	-------

Whereupon the chairperson of the meeting declared said resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 8th day of December, 2020.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Kelly A. Meyer, Village Clerk

EXHIBIT A

TERM SHEET

[SEE ATTACHED]

EXHIBIT B

FORM OF BOND

REGISTERED UNITED STATES OF AMERICA REGISTERED
No. _____ STATE OF WISCONSIN \$ _____
MILWAUKEE COUNTY
VILLAGE OF FOX POINT
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
April 1, _____	January 5, 2021	_____%	

REGISTERED OWNER: [CEDE & CO.] [INSERT NAME OF PURCHASER]

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of _____ DOLLARS (\$_____) on the maturity date identified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2021, until maturity or prior redemption.

Both principal and interest hereon are hereby made payable to the Registered Owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Bond. On the maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the principal office of Associated Trust Company, National Association, as registrar for the Bond and as the paying agent (the "Paying Agent"). Interest hereon shall be paid by wire transfer to the Registered Owner in whose name this Bond is registered on the Bond Register maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bond is subject to call and prior redemption on any date, in whole or in part, and if in part, from principal installments selected by the Village, at par plus accrued interest to the date of redemption.

Notice of the call for redemption of the Bond prior to maturity shall be given by mailing a copy of the redemption notice by First Class Mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owner of each Bond to be redeemed at the address shown on the Bond Register; provided, however, that failure to give any such notice as aforesaid, or any defect therein with respect to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bond.

Each redemption notice shall (i) identify the particular Bond, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other

descriptive information, if any that accurately identifies the particular Bond called for redemption, (ii) identify the provisions pursuant to which the Bond is being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Bond or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein.

[TO BE DETERMINED BY PURCHASER IF BOND WILL BE BOOK-ENTRY]

As long as the Bond is in book entry form, the Bond is payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender to the Paying Agent. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the Paying Agent. The Paying Agent shall not be obliged to make any transfer of the Bond (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the Record Date, or (iii) after the Bond has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the Village shall execute and the Village Clerk shall issue a new Bond in the principal amount outstanding after redemption on the redemption date.]

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Paying Agent, by the Registered Owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Paying Agent, duly executed by the Registered Owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Village may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully registered bond, without coupons.

This Bond is issued in the principal amount of \$1,004,000, and has been designated by the Village as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code, as amended.

This Bond is issued for the public purpose of paying the following costs (the “Public Purpose”):

- (a) Refunding the Village’s \$2,475,000 General Obligation Corporate Purpose Bonds, Series 2011 dated June 2, 2011; and
- (b) Payment of related professional and financing fees (collectively, the “Public Purpose”);

which Public Purpose was authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Village Board on December 8, 2020, entitled, “RESOLUTION AWARDING THE SALE OF \$1,004,000 GENERAL OBLIGATION REFUNDING BOND, SERIES 2021.”

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have

happened and have been performed in due time, form and manner as required by law; and that sufficient income and revenue to be received by said Village from the levy of a non repealable, direct annual tax has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Village of Fox Point, Wisconsin, has caused this Bond to be signed by the signatures of its Village President and its Village Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite name and address,
other identifying number of Assignee)

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

Attorney to transfer said Bond on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular without alteration or enlargement or
any change whatever.

Signature(s) guaranteed by:

EXHIBIT C

NOTICE TO THE ELECTORS

On December 8, 2020, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Refunding Bond, Series 2021 in an amount not to exceed \$1,004,000 (the “Bond”). The closing of this bond sale was held on January 5, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said Bond is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kelly A. Meyer, Village Clerk
VILLAGE OF FOX POINT, WISCONSIN

EXHIBIT D

NOTICE OF REDEMPTION

\$2,475,000

Village of Fox Point, Milwaukee County, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2011

NOTICE IS HEREBY GIVEN that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") has designated for redemption and will redeem and pay on April 1, 2021 (the "Redemption Date"), the following General Obligation Corporate Purpose Bonds, Series 2011 (the "Series 2011 Bonds") dated June 2, 2011:

<u>CUSIP No.</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
351514 FZ2	3.00%	\$180,000	April 1, 2022
351514 GA6	3.10%	190,000	April 1, 2023
351514 GB4	3.20%	195,000	April 1, 2024
351514 GC2	3.30%	205,000	April 1, 2025
351514 GD0	3.50%	210,000	April 1, 2026

The Series 2011 Bonds specified above will be redeemed on the Redemption Date at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, thereon, upon presentation and surrender of such Series 2011 Bonds at the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin. On and after the Redemption Date, interest will cease to accrue on the Series 2011 Bonds specified herein.

Dated: _____, 2018

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

The CUSIP Number(s) as stated herein are included solely for the convenience of the holders. The Village shall not be responsible for the use of the CUSIP Number(s), nor is any representation made as to their correctness on the Series 2011 Bonds or as indicated in this notice.

Municipal LAW

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

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

November 24, 2020

Michael Rakow, Building Inspector
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: An Ordinance to Repeal and Re-Create Section 756-44 of the Village of Fox Point Municipal Code Concerning Construction of Decks
First Draft/Revised**

Dear Mr. Rakow:

I received your request that I review the above-referenced Ordinance that you forwarded to my attention. I have had an opportunity to carefully consider this matter.

Enclosed please find a revised draft of the ordinance. Please note the following comments, questions, concerns and recommendations in this regard:

1. I have added the necessary matters of form to the document you provided, to allow this to be acted on by the Village Board.
2. I modified the language you provided in a few respects, for your consideration. Most of the changes are simply for drafting purposes, and you can see difference between the changes you proposed and the changes I added, in the markings shown in the attached. Your changes continue to be shown in red text, and the ones I've added are shown in blue text.
3. One change I recommend, is to retain the definitions section of the ordinance. You marked that as being deleted, but I think it would help with interpreting the document to retain those definitions.

If you find that these changes are acceptable and in accordance with your intent, it is my understanding that you will follow the internal procedures necessary to put this on an upcoming Village Board agenda for possible adoption. Note that this ordinance does not require a referral to the Plan Commission, and no public hearing is required.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Michael Rakow
November 24, 2020
Page 2

After you have an opportunity to consider these matters, please feel free to contact me with any questions or concerns you may have in this regard.

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

ORDINANCE NO.

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 756-44 OF THE
VILLAGE OF FOX POINT MUNICIPAL CODE CONCERNING
CONSTRUCTION OF DECKS

WHEREAS, the Village Building Inspector has recommended revisions be made to the Village Code concerning the construction standards for decks, to better match the standards of the Wisconsin Administrative Code; and

WHEREAS, the Village Board of the Village of Fox Point having carefully reviewed the recommendation of the Village Building Inspector, 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 such 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 building construction practices warrant making the revision to the Village Code described herein.

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

SECTION 1: Chapter 756 of the Village of Fox Point Village Code entitled "Building Construction," Section 756-44 entitled "Decks," is hereby repealed and recreated as follows:

§ 756-44 Decks.

A. GENERAL REQUIREMENTS – Wisconsin Administrative Code Sections SPS 321.225 (1) and (2), and the provisions referenced therein, are hereby adopted by reference and shall apply to attached and detached decks, subject to the following exception.

Exception

1. Exception: Detached decks not serving as part of the means of egress from the dwelling unit an exit shall not be required to have frost protected footings, and are not subject to SPS 321.225(1)(b) and (c). Such decks shall, however, but shall have footings placed on non-organic material at a uniform depth below grade, and all other Subsections of SPS 321.225 apply. Note: The above This exception would typically apply to "detached" pool, spa, patio and other yard decks. All other provisions in Chapter 756-44 would apply.

~~FB.~~ Permits required. No deck or any other structure, as defined in this section, or any part thereof, shall hereafter be built, enlarged, or altered within the Village, except as hereinbefore provided, and unless a permit therefor shall first be obtained by the owner or his agent from the Building Inspector. Permits issued under this section shall be subject to the requirements and provisions of § 756-7A(1). ~~[Added 8-13-2002 by Ord. No. 2002-13; amended 5-14-2013 by Ord. No. 2013-03]~~

C.A. Definitions. As used in this section, the following terms shall have the meanings indicated:

ATTACHED DECK

Any deck which is physically connected to the principal building or accessory structure.

DECK

Any structure which serves as a raised horizontal platform or floor constructed of wood or other

materials, without enclosing walls or roof.

DETACHED DECK

Any deck which is not physically attached to the principal building or accessory structure.

~~B. Soil and excavation requirements for deck piers or foundations.~~

- ~~(1) No pier shall be placed on soil with a bearing capacity of less than 2,000 pounds per square foot unless the pad support is designed through structural analysis.~~
- ~~(2) All organic material (roots, etc.) shall be cut off at the sidewalls of the borings or trench. All organic and loose material must be removed from the cavity area prior to pouring concrete.~~

~~C. Deck piers, pads and foundations.~~

- ~~(1) General footings, pads or piers shall be of adequate bearing area to safely distribute all live and dead loads to the supporting soil without exceeding the bearing capacity of the soil.~~
- ~~(2) Type and size of concrete pads, piers or foundations.~~
 - ~~(a) Decks attached to the principal buildings.~~
 - ~~[1] Concrete pads. The minimum depth of the pad shall be 48 inches below grade. The minimum dimensions of this pad shall be four inches in depth and eight inches in diameter.~~
 - ~~[2] Piers. The minimum depth of concrete piers shall be 48 inches below grade. The minimum dimensions of this pier shall be eight inches in diameter [the concrete pier(s) shall extend a minimum of six inches above grade unless an approved mounting bracket is secured at the top surface of the pier(s)].~~
 - ~~[3] Deck foundations. Shall be in accordance with the requirement of § 756-18A, B(1) or C in this chapter if used instead of piers or pads.~~
 - ~~[4] Direct burial wood posts shall be placed on a minimum two inches nominal thickness treated plate or other approved materials at a uniform depth below grade. Posts shall be treated to CCA.40 for direct soil contact and must be placed a minimum of 48 inches below established final grade.~~
 - ~~(b) Detached decks.~~
 - ~~[1] Concrete pads shall be provided at a uniform depth below grade with all loose or organic material removed from the pad area prior to placement of concrete. The pad shall have a minimum depth of four inches and eight inches in diameter.~~
 - ~~[2] Piers. The minimum eight-inch diameter concrete piers shall be at a uniform depth below grade.~~
 - ~~[3] Direct burial posts shall be placed on a minimum two inches nominal pressure-treated plate or other approved materials at a uniform depth below grade. Posts shall be treated to CCA.40 for direct soil contact.~~
 - ~~[4] Ground contact framing shall be allowed for decks which are less than 24 inches above grade. All materials in direct contact with soil shall be treated to CCA.40.~~

~~D.—Framing.~~

~~(1)—General requirements.~~

~~(a)—Materials. All wood framing used in deck construction shall be pressure treated against decay or shall be a species of wood that is naturally decay resistant or shall be protected from the weather.—~~

~~(b)—Design loading. Decks shall be designed for a minimum of a forty pound per square foot live load.—~~

~~(2)—Column posts.~~

~~(a)—Column spacing. Column posts shall be spaced per Table No. 3.—~~

~~(b)—Column size.~~

~~[1]—All columns posts not exceeding six feet in height shall be a minimum of four inches by four inches nominal thickness.—~~

~~[2]—All column posts exceeding six feet in height shall be a minimum of six inches by six inches nominal thickness unless designed through structural analysis.—~~

~~(c)—Lateral support. Column posts shall be constructed in such a manner or mechanically attached to the deck and foundation to resist lateral movement.—~~

~~(3)—Beams.~~

~~(a)—Beam size. All beams shall be sized per Table No. 3.—~~

~~[1]—Beams, except as otherwise noted in Table No. 1, shall be a minimum of two, two-inch thick member or one four-inch thick member (i.e., two 2 x 8 or one 4 x 8).—~~

~~[2]—Beams may be spaced on each side of the post, provided that blocking is installed a minimum of 24-inches on center between the beam members.—~~

~~(b)—Bearing. Beams bearing directly on the posts shall be attached by means of approved metal anchors or other approved methods.—~~

~~(c)—Ledger boards. Ledger boards attached to the building or accessory building may be used to replace a beam or beams. A single member of equal depth to the required size beam shall be used. The ledger beam shall be attached with bolts, lag bolts or nails, spaced no less than 16 inches on center, secured directly to the building structure. Flashing shall be installed between the ledger and building structure.—~~

~~(d)—Beams attaching to the side of the post shall be through-bolted with galvanized bolts, supported with approved hangers or attached in accordance with the National Design Standard.—~~

~~(4)—Joist.~~

~~(a)—Joist size. All deck joist shall be sized and spaced per Table No. 3.—~~

~~(b)—Bearing. Deck joists shall bear a minimum of 1.5 inches on the beam or ledger board. Joists fastened to the face of the beam or ledger shall be attached with approved galvanized metal hangers.—~~

- ~~(c) Overhanging joists. Joists which are at right angles to the supporting beam shall not be cantilevered more than two feet past the supporting beam, unless designed by structural analysis.~~
- ~~(5) Decking.~~
 - ~~(a) Material. All decking material shall be a minimum of 1.25 inches thick, nominal thickness. One-inch nominal thickness may be used, provided that the joists are spaced no more than 16 inches o.c.~~
 - ~~(b) Decking orientation.~~
 - ~~[1] Decking shall be installed diagonally or at right angles to the joist.~~
 - ~~[2] Decking shall be centered over joists with cuts made parallel to joists. Not more than two adjacent boards may break joints on the same joist except at ends and at openings.~~
 - ~~(6) Guardrails and handrails.~~
 - ~~(a) Guardrails. All decks which are more than 24 inches above grade shall be protected with guardrails.~~
 - ~~(b) Handrails. Every stairway of more than three risers shall be provided with at least one handrail. Handrails shall be provided on the open sides of stairways.~~
 - ~~(c) Guardrail and handrail detail.~~
 - ~~[1] Height. Handrails shall be located 30 to 34 inches above the nosing of the treads. Guardrails shall be located at least 36 inches above the surface of the deck.~~
 - ~~[2] Open railings. Open guardrails or handrails shall be provided with intermediate rails or an ornamental pattern to prevent the passage of a sphere with a diameter greater than nine inches.~~
 - ~~[3] Railing loads. Handrails and guardrails shall be designed and constructed to withstand a two-hundred pound load applied in any direction and any location.~~
 - ~~(7) Stairway treads and risers.~~
 - ~~(a) Risers. Risers shall not exceed eight inches in height measured from tread to tread.~~
 - ~~(b) Treads. Treads shall be at least nine inches wide, measured horizontally from nose to nose.~~
 - ~~(c) Variation. There shall be no variation in uniformity exceeding 0.188 inch in the width of a tread or the height of the risers.~~
 - ~~(d) Stair stringers shall be supported in accordance with the same manner as used for the deck.~~
 - ~~(8) Fasteners. All fasteners exposed to the weather shall be made of either stainless steel or galvanized steel.~~
 - ~~E. Spas, hot tubs and other extraordinary weight loads. If a spa, hot tub, or other extraordinary weight load is intended to be placed on a deck, this must be noted in the application to the Building Inspector. The Building Inspector may require plans stamped by a registered engineer to prove that the deck will support such a load. This approval is required before a deck can be constructed which is intended to~~

Published and/or posted this day of , 2020.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 756-44 OF THE
VILLAGE OF FOX POINT MUNICIPAL CODE CONCERNING
CONSTRUCTION OF DECKS

WHEREAS, the Village Building Inspector has recommended revisions be made to the Village Code concerning the construction standards for decks, to better match the standards of the Wisconsin Administrative Code; and

WHEREAS, the Village Board of the Village of Fox Point having carefully reviewed the recommendation of the Village Building Inspector, 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 such 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 building construction practices warrant making the revision to the Village Code described herein.

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

SECTION 1: Chapter 756 of the Village of Fox Point Village Code entitled “Building Construction,” Section 756-44 entitled “Decks,” is hereby repealed and recreated as follows:

§ 756-44 **Decks.**

- A. GENERAL REQUIREMENTS – Wisconsin Administrative Code Sections SPS 321.225 (1) and (2), and the provisions referenced therein, are hereby adopted by reference and shall apply to attached and detached decks, subject to the following exception.
1. Exception: Detached decks not serving as an exit shall not be required to have frost protected footings, and are not subject to SPS 321.225(1)(b) and (c). Such decks shall, however, ~~but~~ shall have footings placed on non-organic material at a uniform depth below grade, and all other Subsections of SPS 321.225 apply. This exception would typically apply to “detached” pool, spa, patio and other yard decks.
- B. Permits required. No deck or any other structure, as defined in this section, or any part thereof, shall hereafter be built, enlarged, or altered within the Village, except as hereinbefore provided, and unless a permit therefor shall first be obtained by the owner or his agent from the Building Inspector. Permits issued under this section shall be subject to the requirements and provisions of § **756-7A(1)**.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

ATTACHED DECK

Any deck which is physically connected to the principal building or accessory structure.

DECK

Any structure which serves as a raised horizontal platform or floor constructed of wood or other materials, without enclosing walls or roof.

DETACHED DECK

Any deck which is not physically attached to the principal building or accessory structure.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 3: 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 4: 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.

APPLICATION FOR CONDITIONAL USE PERMIT

This application must be fully completed to be considered by the Village. A \$300.00 fee (non-refundable) must accompany this application.

Section I

Name of Business: PANTRY 41

Fox Point Business Address: 8000 N. Port Washington Rd

Local Telephone Number: 414-588-0554

Email Address: JASONSingh@AOL.Com

Contact Person: Ajit Jay WALIA

Name of Former Tenant (if known): _____

Section II: If the business is a corporation, please complete the following section. If not, skip to the next section.

Legal name of the Corporation: SPRING North Corp.

Address of the Corporate Headquarters: 4725 N. 159th St. Brookfield
WI-53005

Telephone Number of Corporate Headquarters: 414-588-0554

Email Address for Corporate Headquarters: JASONsingh@AOL.Com

Names and addresses of all Corporate Officers: AJIT S. WALIA

Name and address of the Corporate Agent: AJIT S. WALIA

Section III: If the applicant(s) is an individual or partnership, please complete the following section.

Names, home and business addresses and home and business telephone numbers of all Applicants

Names, addresses and phone numbers of all owners if different from Applicant: _____

Section IV: All applicants must complete the remaining section.

Applicant's specific interest in site: Accepted OFFER of Purchase

Square footage of site: Lot Area - 24,116 sq. ft

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. See Attached Plan.

Describe in detail the business activity that will take place on site, including products and services:

Pantry U1 is local Convenience Store/GAS STATION
that serves immediate neighborhood - selling
gasoline, Cigs, Snacks, Beverages including Liquor
preferably 24 hrs otherwise 6 AM to 2 AM / 7 Days/week.
see details.

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 5

Describe all owned fixtures, furniture, and equipment to be used on site: Shelving, walk-in coolers, Coffee machines, Cashier area, Racks, 4-MPD Pumps with GAS Candy as shown in the attached plan.

Describe all leased fixtures, furniture, and equipment to be used on site: N/A

Number of actual or anticipated employees: 6 (2 at a time)

Number of parking spaces to be used by business (employees and customers/clients): 5 + 8 around the pumps - 2 HC

Proposed days and hours of operation: Preferably 24 hrs otherwise 6AM to 2AM

Describe any alterations planned for the site: See Attached Plans

If there are alterations, what is the estimated cost of the renovation? 500,000

Person responsible for obtaining a building permit (if required):

AH. Jay Walia

Proposed date of occupancy: MAY 1, 2021

AJIT WALIA
Business Owner - Signature

10-13-20
Date

AJIT S. WALIA
Business Owner - PRINTED Name

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 6

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

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

What is the category of proposed use? CONVENIENCE STORE / GAS STATION MA 10-15-20

Does the parking meet code requirements? Approximately 8 required; 4 are shown & per the applicant, 8 are by the pumps. Code is unclear whether the

Is there proper exterior lighting? In sufficient detail to make a determination; applicant shall comply with §§ 670-49 → 59.
SB 10/19/20

Are there any existing code violations? NONE MA 10-15-20

Additional Comments? PROPOSED CANOPY IS IN SETBACKS, BUILDING IS

LEGAL NON CONFORMING, PROPOSED DUMPSTER IN SETBACK MA 10-20-20

Letter of Consent received from owner? 10/14/2020
Comments/Date

Date application/materials received: OCT 14, 2020

Fee Paid: 10/14/2020 Receipt No. 1-056160

⑧ 8 "transient" spots by the pumps fit the definition of a parking space. Dimension of stalls also needs to be provided. SB 10/19/20

ALTA/NSPS Land Title Survey

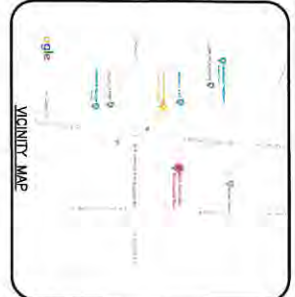


Temporary Limited Easement and other matters contained in Meeting Order No. 6823804 is pictured herein.



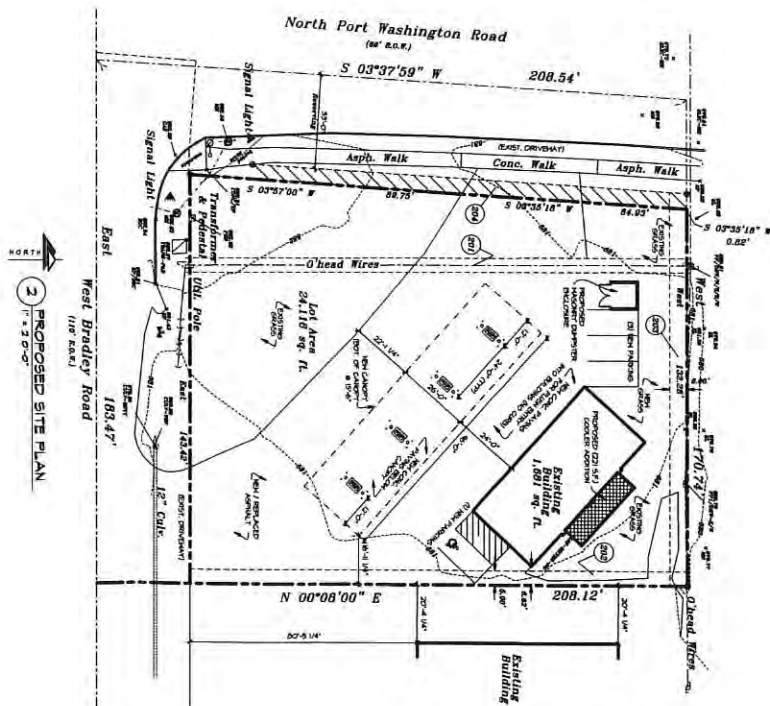
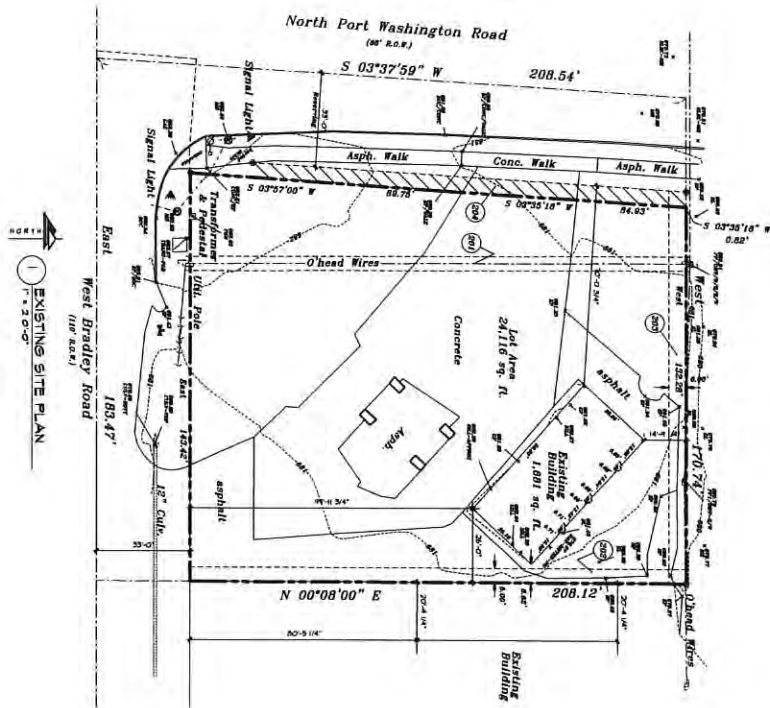
PROJECT NAME:
ALTA/NSPS LAND
TITLE SURVEY

FLOOD DATA This property is in Zone _____ and
the Flood Insurance Rate Map, Community Panel No. 3507 R00041E
which has an effective date of 09/26/2006, and is not in a Special
Flood Hazard Area. Field surveying was not performed to determine the
for elevation certificate may be needed to verify this determination or for
on amendment from the Federal Emergency Management Agency.

[illegible]

CALL DIGGERS HOTLINE
1-800-342-0513
TOLL FREE
MIL TRAIL: 182, D751974
MEADOWS RD. 1 HOUR TRAIL
NOTE: RETURN YOU DEPOSIT
1-800-342-0513

DATE OF ORIGINAL: September 15, 2020
REVISION: _____ DATE: _____ 2020
REVISION: _____ DATE: _____ 2020
REVISION: _____ DATE: _____ 2020



DATE: 08/11/22, 2020
PROJECT NUMBER: 20-174

C-1

PANTRY 41 #80 GAS STATION

8000 W. PORT WASHINGTON RD.,
FOX POINT, WI

SHEET TITLE:

EXISTING & PROPOSED SITE PLANS

EXCISES:
10/1/2020 PRELIM #1

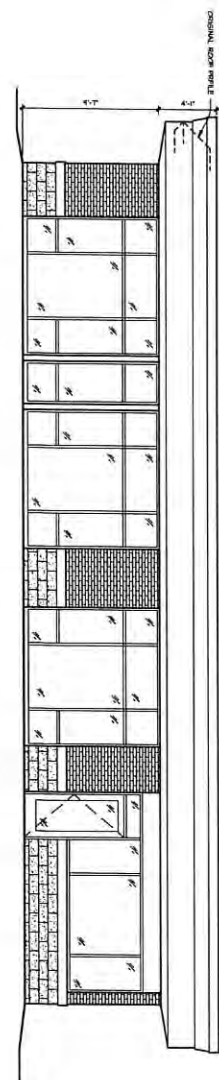


PATERA LLC

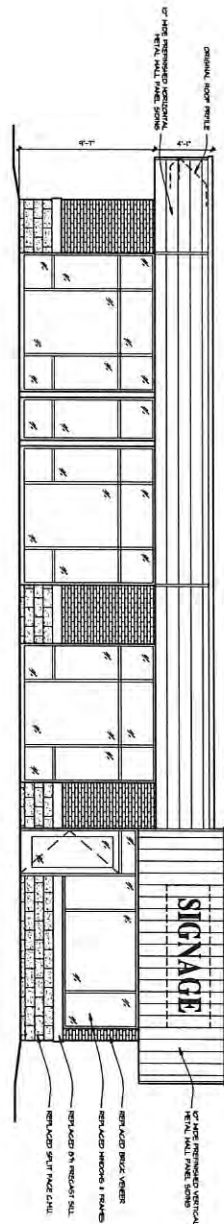
Excellence in Architecture

2601 S. Sunny Slope Rd. • New Berlin, WI 53151

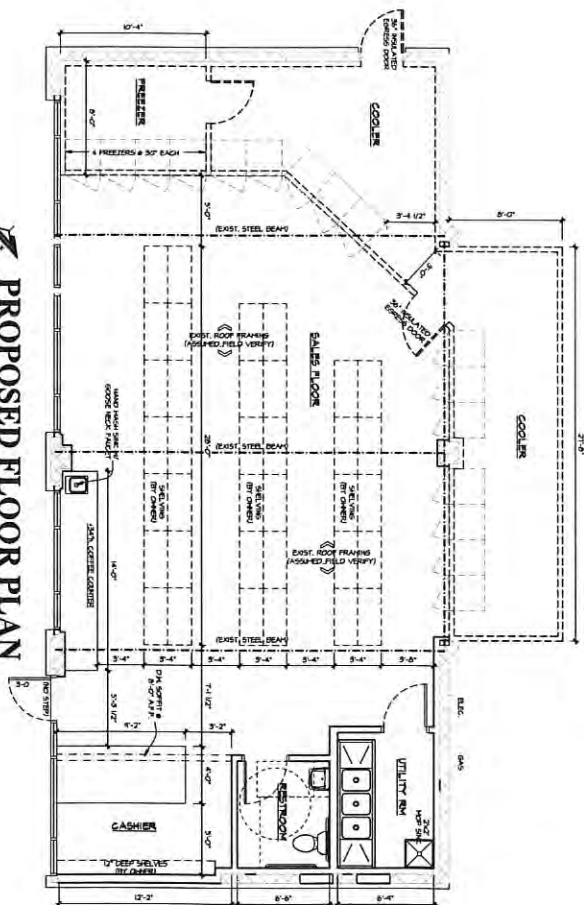
262-786-6776 FAX 262-786-7036



PROPOSED FRONT (SOUTH) ELEVATION



PROPOSED FRONT (SOUTH) ELEVATION



PROPOSED FLOOR PLAN

A-1

PANTRY 41 #80 GAS STATION

8003 N. PORT WASHINGTON RD.
FOX POINT, WI

PROPOSED PLAN & ELEVATION

DATE: SEPT. 22, 2020

PROJECT NUMBER: 20-374



PATERA LLC

2601 S. Sunny Slope Rd. • New Berlin, WI 53151
262-786-6776 FAX 262-786-7036

SPRING NORTH CORP
STATEMENT
IN SUPPORT OF CONDITIONAL USE FOR
CONVERTING EXISTING BUILDING
TO
CONVENIENCE STORE/GAS STATION
8000 North Port Washington Road

Spring North Corp. submits this Statement to show how the project referenced above meets for a conditional use.

- a. **INTRODUCTION:** The project is located at the northeast corner of North Port Washington Rd and West Bradley Road. All the uses on all four corners are commercial- Northwest corner Bradley Place -8001 N Port Washington Road -one floor with flat roof including restaurant, southwest corner-House of Roth Cleaners- one floor with shingle roof - 7975 W Port Washington Road, South east corner- Children Hospital extension-one floor with flat roof and brick and EFIS, our proposed one floor with exterior of brick and metal consistent and complimentary at the same time. We believe the Village will agree that our proposed project is deemed to be of superior quality.
- b. **THE PROJECT:** The project consists of the construction of new canopy 26'x96' with 4 mpds with led lights locating almost same place where

- c. **used to be old pumps many years ago.** And converting existing outdated 3 stall 1681 sq ft to convenience store (see attached plans) to sell gasoline, cigs, food, beverages including liquor.

The zoning is D Business. Spring North Corp. has accepted offer to Purchase at this time.

We prefer to open 24 hours/7 days/week, otherwise we ill open 6am to 2am. The operation will serve the immediate neighborhood.

Employment at the site will consist of a salaried manager and four hourly employees.

Spring North Corp does not anticipate any off-site traffic impact.

- d. **THE IMMEDIATE NEIGHBORHOOD:** The Project is surrounded by commercial uses. North of the project is WE Energies-Bradley substation all the way east to North Mohawk Rd, east of the project is Port China Restaurant all the east with wood fence next to North Mohawk Road.

With these surrounding commercial properties work really good buffer to residential neighborhood located east of Mohawk Rd. There is no need of any buffer.

Being next to We Energies substation, the project does not impede the normal and ordinary development of the area. The Project proposed to convert existing outdated 1681 sq. ft. building with addition of 26x96' gasoline canopy with only 4 mpds that allows 8 people can pump or park next to pump and there are additional 5 including 2 hc- total of 13.

d. **The existing utilities and access are adequate, there is no need to make any** changes. We are in believe the best landscaping for the site is existing grass with some new flower bushes. We do not believe in adding trees because that will cause visibility issues for traffic being at the corner.

e. **Protection of Property:** Spring North Corp strongly believes that the Project will generate no adverse impacts on neighboring properties. All of the customer activities will be fully contained on the Site. No off-site noise or traffic impacts are anticipated.

Spring North Corp strongly believes that the project will have a positive impact on the neighborhood and may help spur additional redevelopment.

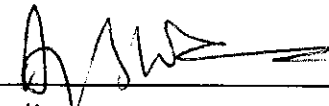
f. Traffic and Pedestrian Safety. The site will have use of two existing driveways – one on north Port Washington and one on East Bradley Road.

Spring North Corp. does not anticipate any significant increase in on-site pedestrian.

g. Consistency with Comprehensive Plan: The Project is consistent with the Comprehensive Plan which envisions commercial uses.

Respectfully submitted this 13 day of October 2020.

Walia Law Offices
Ajit Walia

By: 

Ajit Walia

Attorney for Spring North Corp.

Address:

4725 N. 159th Street

Brookfield, WI 53005

414-588-0554 jasonsingh@aol.com

October 13, 2020

Village of Fox Point

7200 N. Santa Monica Blvd

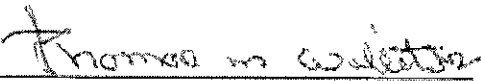
Fox Point, WI 53217

Dear Village Planning Commission,

This letter is in reference to the sale of 8000 N. Port Washington Road in Fox Point. I Thomas M Willetts (seller), hereby grant approval to SPRING NORTH CORP. (Ajit Walia) and/or assigns to apply for a Conditional Use Permit under Section 745-18D of the Village Code for the use of a Gas Station.

If you have any questions, feel free to reach out.

Sincerely,

A handwritten signature in dark ink, appearing to read "Thomas M Willetts", written over a horizontal line.

Thomas M Willetts

Date: 10-13-2020

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

NOTICE

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

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

Dated this 13 day of Oct, 2020.

Wjt
Signature of Property Owner

THOMAS M. Willelts
Name of Property Owner - PRINTED
THOMAS M. Willelts

Mailing Address of Property Owner:

40 Travis Trade
NKF
757 N. Broadway Suite 700
Milwaukee, WI 53212

Tax Key No. of Property:

Address of Property:

8000 N. Port Washington Rd
Fox Point, WI 53217

For Village Use Only:

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

Signature: _____

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated August 10, 2020 and accepted August 12, 2020 for
2 the purchase and sale of real estate at 8000 N. Port Washington, Fox Point

3 _____ Wisconsin as follows:

4 Closing date is changed from _____ to _____

5 Purchase price is changed from \$ _____ to \$ _____

6 Other: 1) The Land Use Approvals, Appraisal & Environmental Contingencies shall be
7 extended to December 12, 2020.

8 _____

9 2) Closing shall occur on December 28th, 2020.

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 The attached _____ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party

31 offering the Amendment on or before October 12, 2020 (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided

33 in this Amendment.

34 NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and

35 delivery as provided at lines 30-33.

36 This Amendment was drafted by Travis Tiede / MLG Commercial, LLC on 10/12/2020

37 _____ Licensee and Firm ▲ Date ▲

38 This Amendment was presented by _____ on _____

39 _____ Licensee and Firm ▲ Date ▲

40 (x) [Signature] 10/13/2020 (x) Thomas M. Willette 10-13-2020

41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

42 Print name: Ajit Walia / Spring North Corp Print name: Thomas M. Willette

43 (x) _____ (x) _____

44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

45 Print name: _____ Print name: _____

46 This Amendment was rejected

47 _____ Party Initials ▲ Date ▲ Party Initials ▲ Date ▲



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

414-351-8900

Receipt No: 1.055160

Oct 14, 2020

8000 N Port Washington Rd

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	

Total:	300.00
--------	--------

CHECK	Check No: 1128	300.00
Payor: Spring North Corp		

Total Applied:	300.00
----------------	--------

Change Tendered:	.00
------------------	-----

Duplicate Copy

10/14/2020 3:55 PM

L. Retail License Periods

1. Duration

Licenses and permits expire on June 30 of each year. Wis. Stat. sec. 125.04(11)(b)2.

2. Exceptions

- a. City of Milwaukee — Licenses are valid for one year from date of issuance. Sec. 125.04(11)(b)1.
- b. Six-month licenses — Secs. 125.26(5) and 125.51(9)(b).

A six-month license may be issued for any consecutive six-month period in a calendar year. A six-month license may not be renewed within the same calendar year. A calendar year runs from January 1 to December 31, and is thus different from a license year, which runs from July 1 to June 30. A six-month license also may not be issued to extend beyond the end of December. 23 Op. Att'y Gen. 457 (1934).

An alcohol beverage license issued from January 1 through June 30 or for the balance of the license year would not prohibit the applicant from obtaining an annual license as of July 1 of that same year.

The fee for a six-month license is half of the annual license fee. Sec. 125.26(5).

- c. Provisional Retail Licenses - A provisional retail license may be issued to a person who applies for a Class "A", Class "B", "Class A", "Class B" or "Class C" license and expires 60 days after its issuance or when the retail license is issued to the holder, whichever is sooner. Sec. 125.185(4).
- d. Temporary Class "B" (picnic) beer licenses - The day, or consecutive days, that the specified event is in progress.
- e. Temporary "Class B" (picnic) wine licenses - The day, or consecutive days, that the specified event is in progress.

M. Operating Restrictions

1. Closing hours

Establishments with Class A, Class B or "Class C" licenses either are prohibited from selling alcohol or cannot be open for business during the following hours: Wis. Stat. ecs. 125.32(3) and 125.68(4).

	Off-Premises (Carryouts)	On-Premises Consumption
Class "A" beer	midnight to 6 A.M.	Not permitted (limited exception for samples)
Class "B" beer	midnight to 6 a.m.	Mon.- Fri. 2 a.m. - 6 a.m. Sat. - Sun. 2:30 a.m. - 6 a.m.
"Class A" liquor	9 p.m. to 6 a.m.	Not permitted (limited exception for samples)
"Class B" liquor* (if allowed by ordinance)	midnight to 6 a.m.	Mon.- Fri. 2 a.m., - 6 a.m. Sat. - Sun. 2:30 a.m. - 6 a.m.
"Class C"	wine not permitted except for opened, purchased bottle, reclosed pursuant to law	Mon. - Fri. 2 a.m. - 6 a.m. Sat. - Sun. 2:30 a.m. - 6 a.m.

*These closing times are not applicable to a "Class B" license issued to a winery. Sec. 125.68(4)(c). Closing hours for wineries are 9 p.m. to 8 a.m. Sec. 125.68(4)(c)3m.

[NOTE: On January 1, Class "B" beer and "Class B" liquor licensed establishments are not required to close, but the midnight to 6 A.M. prohibition on the sale of alcohol beverages for off-premises consumption remains in effect. Sec. 125.68(4)(c)1 and 3. Also, at 1 A.M. on the first Sunday in April daylight savings begins and the standard of time which licensed establishments must operate under is advanced ahead one hour. Daylight savings ends at 2 a.m. on the last Sunday in October. At that time, the clocks are moved back one hour. Sec. 175.095.]

2. Municipal authority to enact stricter closing hours

Municipalities may not impose different hours from those provided in the statutes for on-premises consumption of alcohol beverages in Class B beer and/or liquor licensed establishments or establishments with a "Class C" license. However, municipalities may impose more restrictive hours on sales by Class B beer and/or liquor licensed establishments for off-premises consumption (carryouts). Municipalities may also impose more restrictive hours for Class A beer and/or liquor carryouts. Secs. 125.32(3)(d), 125.68(4)(c)3 and 5.

3. Liquor store (Class A license) closing time

Unless prohibited by ordinance, a Class A beer and/or liquor licensed establishment may remain open after 9 p.m. for the sale of beer (until midnight), soda water beverages, snack items, or groceries, but no liquor (including wine) may be sold after 9 p.m. Secs. 125.32(3)(b) and 125.68(4)(b).

4. Sunday closing

The State of Wisconsin does not have a "Blue Law" requiring alcohol beverage licensed establishments to close on Sundays. However, since municipalities may enact stricter carryout hours for both Class A and Class B businesses, Sunday carryout hours may be prohibited or shortened locally. See sub.2 above. Intoxicating Liquors 870 (1987).

5. Restaurant hours: Sec. 125.68(4)(c)4

- A Class B or "Class C" licensed restaurant may be open after hours for the serving of food, if its principal business is the furnishing of food or non-alcohol beverages to patrons.
- No alcohol beverages may be served, sold, or consumed during the closing hours provided by state law.



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 2, 2020
Re: Recommendation for Approval of Two-Party Agreement Between Kapur & Associates and the Village of Fox Point

At the October Village Board meeting, the three-party contract between Kapur & Associates, the Department of Transportation and the Village of Fox Point was approved in an amount not to exceed \$107,000 for the Village's share of what is considered "participating" costs. Namely, as noted in October, 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.

In contrast, non-participating items may include things such as storm water improvements, expanding the road to incorporate bike lanes where the road is too narrow, green infrastructure, landscaping, crosswalks and intersection improvements. Staff has been discussing these items with DOT representatives for over a year and, based on recent discussions, have been informed that they may do contract amendments to the three-party contract for some of the items if the design and cost estimates merit inclusion in the state contract. More specifically, the two-party contract addresses the following items:

- Water main design. None of the water main design or construction is considered to be a participating cost. Based on the draft water main analysis report received from SEH, the Village is planning to replace the water main between Daisy Lane and Goodrich Lane as well as all of the water main at intersection crossings so that future work will not require excavation in Lake Drive.

- Storm sewer improvements. There are a handful of problematic areas along Lake Drive including Spooner to Fox, Goodrich to Links Circle, Club to Lilac, Calumet to Portage, at Bell Road, south of Holly Court and Daphne to Acacia. While we are not necessarily obligated to address storm water improvements as part of the DOT work, I am proposing we do so as we have been addressing storm water work on our recent road and utility projects. Interestingly, this is an item that staff is of the opinion should be a participating item and we will continue to work with the DOT to have them reconsider their position on this matter. Namely, at the very least, stormwater infrastructure that crosses Lake Drive should be considered a participating item.
- Green infrastructure. As has been done on recent road and utility projects, the goal is to incorporate green infrastructure in the ditches in order to store more storm water and alleviate downstream impacts from heavy wet weather events. As part of the GI projects along Lake Drive, Village staff will seek funding from MMSD to cover a portion of the construction costs.
- Intersection improvements. In meeting with Kapur & Associates, we've identified a number of locations that would be ideal for intersection improvements including at Green Tree Road, Beach Drive, Bell Road, Bradley Road, Dean Road and at Holly Court and Barnett Lane. DOT staff have noted that they will not consider improvements to be a "participating" item unless the cost to make the improvement is less than the cost to resurface it in its current location.
- Bike lanes. As noted, it appears the DOT may consider bike lanes within the existing road width to be a participating item but if the road needs to be expanded to accommodate a bike lane then they may consider it to be a non-participating item. Given the view that the resurfacing project is supposed to last another 20 plus years, I am of the opinion that it is appropriate to address bike lanes as part of this project.
- Crosswalks. Based on past comments from members of the public as well as members of the Village Board, I have asked Kapur to incorporate a handful of crosswalks along the route. The locations include Dean Road, Beach Drive, Fox Lane, Green Tree Road and Holly Court/Barnett Lane. Two main issues need to be considered: (1) again, the DOT does not consider the crosswalks to be a participating item but we will continue work with them to reconsider their position and (2) adding crosswalks to an area of Lake Drive that never had them before will require significant public outreach and education to try and ensure that both motorist and pedestrian are conscientious of the safety issues.
- Landscaping. Staff is proposing some landscape enhancements at Beach Drive and Dean Road.
- Public involvement. Tying into the public information meetings that will be held with the DOT, I am proposing an additional PIM to ensure there is opportunity for residents to discuss the project components.
- Surveying. Obviously, in order to design the various components, survey will be necessary.

Notwithstanding the recommendation to approve the two-party contract, it is entirely within the purview of the Village Board to not perform **ANY** of the improvements along Lake Drive as part of the proposed project. Considering DOT's position that this is (at present) a simple mill and overlay, the improvement costs would have to be borne entirely by the Village and, as a policy matter, the Board should consider the merits of the individual components. Of the total estimated construction cost of \$5.8M to \$6.5M, approximately \$2.7M is related to the mill and overlay of the road, \$1.0M is related to the water main improvements and \$1.25M is related to the storm water improvements with the estimated cost of the remaining portions of construction being between approximately \$800,000 and \$1,500,000.

As design progresses, staff from both Kapur and the Village will continue to work with the DOT in an effort to shift non-participating costs to participating. However, some initial activities will be required in order to justify the shifting such as obtaining borings, performing survey work, televising the storm sewers and establishing cross sections through various segments of the roadway. These initial non-participating items are anticipated to be incurred throughout the first year of this contract and the plan is to have a 30% plan in place by June 2021 so it is anticipated that a portion of the remaining non-participating costs will be incurred by that date. The 60% plans are anticipated to be completed by December 2021 and 90% plans are anticipated to be completed by February 2023. At each of these milestones, staff will receive updated construction cost estimates from Kapur and these will be presented to the Village Board.

Nonetheless, it is my recommendation that the Village approve the contract in an amount not to exceed \$522,503.99 understanding that the project will be managed in such a way to afford us the opportunity to either perform the work or not perform it; that is, after further discussions with DOT portions of the "non-participating" costs may shift to "participating" or, alternatively, may be deemed cost-prohibitive and not practical to implement.

It is my further recommendation that the Village Board approve the three-party agreement subject to review by the Village Attorney and that the Village President and Village Clerk/Treasurer be authorized to sign the agreement on behalf of the Village.



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

memo

Lake Drive (STH 32)
School Road to Dean Road
Village of Fox Point
Milwaukee County
ID 2225-00-03 (Design)

Date: December 2, 2020
To: Scott Brandmeier, PE – Village of Fox Point
Cc: Project File
From: Aaron Bubb, PE – Kapur & Associates, Inc.
RE: Two-Party Design Contract

As part of the **three-party** design contract (ID 2225-00-03), Kapur & Associates, Inc. (Kapur) has been retained by the Village of Fox Point (Village) and Wisconsin Department of Transportation (WisDOT) to provide design services for the pavement rehabilitation of Lake Drive (STH 32) from School Road to Dean Road in the Village of Fox Point. If WisDOT funds are available, construction could occur as early as 2024.

To supplement the design of Village requested items, considered non-participating by WisDOT at this time, a separate **two-party** design contract between Kapur and the Village has been proposed. This memo summarizes the major items included in each contract and the potential for future cost sharing with WisDOT.

BICYCLE ACCOMMODATIONS

Three-Party: Not included. Scope includes a mill and overlay of the existing pavement without a change in roadway width.

Two-Party: Alternative for incorporating on-street bicycle accommodations along northbound and southbound Lake Drive, which requires roadway widening at approximately twelve locations in the corridor, is included.

Participating Item: Possible, if need can be shown.



INTERSECTION IMPROVEMENTS

Three-Party: Not included.

Two-Party: Modifications to the following intersections with Lake Drive are included: Holly Court/Barnett Lane, Green Tree Road, Bell Road, Beach Drive, Bradley Road, and Dean Road.

Participating Item: Possible, if pavement costs are less than the replace-in-kind.

CROSSWALKS

Three-Party: Not included.

Two-Party: High-Visibility Pedestrian Crossings of Lake Drive at Holly Court/Barnett Lane, Green Tree Road, Beach Drive, Fox Lane, and Dean Road will be evaluated. Alternatives include combinations of zebra, ladder, or continental pavement markings; colored concrete; pedestrian refuge areas; slip lanes; and "Smart Crosswalks" with Rectangular Rapid Flash Beacons and automated illumination.

Participating Item: Possible, if need can be shown.

CURB RAMPS

Three-Party: Not included.

Two-Party: Design of ADA compliant curb ramps with detectable warning fields for up to 61 locations where new crosswalks and the existing pedestrian path intersect side roads.

Participating Item: Possible, based on ADA and DOJ requirements.

GREEN INFRASTRUCTURE FACILITIES

Three-Party: Not included.

Two-Party: Green Infrastructure alternatives include an evaluation of buried drainage pipes/bio-swales at existing Lake Drive ditches as part of the drainage analysis. Preparing up to three grant applications to supplement Village funding is included.

Participating Item: Non-participating.

STORM SEWER DRAINAGE SYSTEM

Three-Party: Not included.

Two-Party: Evaluation of the existing drainage along the entire 2.6-mile corridor (including ditches, culvert pipes, and isolated storm sewer systems) and designing improvements are included.

Participating Item: Possible, if need can be shown based on condition and failure of the existing system.



CCTV INSPECTION

Three-Party: Not included.

Two-Party: Closed-circuit television (CCTV) video surveillance to inspect the condition of existing drainage features crossing Lake Drive is included.

Participating Item: Non-participating.

WATER MAIN DESIGN

Three-Party: Not included.

Two-Party: Water main design for the replacement of approximately 5,000 LF of existing 12-inch water main in the Lake Drive right-of-way from Daisy Lane to Goodrich Lane and at 19 crossing locations (including water services, curb stops, hydrants, and valves) are included.

Participating Item: Non-participating.

LANDSCAPING

Three-Party: Not included.

Two-Party: Landscaping design and plans for plantings at the Beach Drive median/terrace and Dean Road terraces as presented at Kapur's interview are included.

Participating Item: Non-participating.

FIELD SURVEY

Three-Party: Survey of Lake Drive between the east and west edges of pavement is included.

Two-Party: To design for bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, Green Infrastructure Facilities, and new crosswalk locations; additional survey required along the Lake Drive right-of-way (from a point 200 feet south of the centerline of School Road to a point 200 feet north of the centerline of Dean Road as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west, not including Lake Drive between the east and west edges of pavement) is included.

Participating Item: Possible, if WisDOT agrees to participate in costs for bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, and new crosswalk locations.



SOILS AND SUBSURFACE INVESTIGATIONS

Three-Party: Not included.

Two-Party: Soils and subsurface investigations, including up to 20 soil borings, to assist in design of on-street bicycle accommodations, intersection improvements, and Green Infrastructure Facilities are included.

Participating Item: Possible, if WisDOT agrees to participate in costs for bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, and new crosswalk locations.

EROSION CONTROL

Three-Party: Not included.

Two-Party: Erosion Control plans would be required for work outside the existing pavement edges such as widening for on-street bicycle accommodations, intersection improvements, culvert replacements, storm sewer, Green Infrastructure Facilities, and new crosswalk locations.

Participating Item: Possible, if WisDOT agrees to participate in costs for bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, and new crosswalk locations.

PUBLIC INVOLVEMENT

Three-Party: A Public Involvement Plan, one Public Involvement Meeting, one newsletter, and one Local Officials Meeting are included.

Two-Party: One additional Public Involvement Meeting, two additional newsletters, one additional Local Officials Meeting, and a PI Liaison to meet and take calls from residents are included.

Participating Item: Non-participating.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE

Three-Party: Not included.

Two-Party: A GIS database to manage property data, environmental data, as-built information, public involvement data, right-of-way data, and utility information is included.

Participating Item: Non-participating.



MEETINGS

Three-Party: An Operational Planning Meeting, 30% Plan Review Meeting, 60% Plan Review Meeting, Draft PS&E Review Meeting, Pre-Construction Meeting, two Utility Coordination Meetings, eight progress meetings, four local municipal meetings, and one 50% Design TMP Planning Meeting are included.

Two-Party: A meeting with WisDOT's Technical Services soils engineer, four additional progress meetings, and four additional local municipal meetings are included.

Participating Item: Non-participating.

Summary of Approximate Construction Costs

Three-Party: The State-Municipal Agreement (SMA) dated October 24, 2019 lists an estimated participating construction cost estimate of \$2,712,500.

Two-Party: Based on conceptual quantities and prorated construction costs for the recent Calumet Road project, estimated construction costs for the total Lake Drive project (including the mill and overlay work) could range between \$5,800,000 and \$6,500,000. (Please see Attachment 1.) This would be approximately \$3,087,500 to \$3,787,500 in excess of the SMA-funded amount included in the three-party contract.

Summary of Design Costs

Three-Party: Approved design fee is \$244,890.08 of which 75% is funded by federal/state funds based on the SMA dated October 24, 2019. The Village share is \$61,222.52.

Two-Party: Proposed design fee is an additional \$522,503.99. (Please see Attachment 2 for the complete scope and Attachment 3 for the consultant fee breakdown.)

Total Design: \$767,394.07 based on all items listed in the current scope, which would be approximately 11.8% to 13.2% of the projected total construction cost.

Attachments:

1. Estimated Construction Cost
2. Two-Party Design Contract Special Provisions
3. Consultant Effort Summary/Fee



ATTACHMENT 1

STH 32 - Lake Drive
School Road to Dean Road
Village of Fox Point, Milwaukee County

Conceptual Cost Estimate

Date: 12/2/2020

BID ITEM NUMBER	BID ITEM NAME	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
204.0120	REMOVING ASPHALTIC SURFACE MILLING	SY	61,437	\$ 2.00	\$ 122,874.00
205.0100	EXCAVATION COMMON	CY	3,775	\$ 10.00	\$ 37,750.00
305.0120	BASE AGGREGATE DENSE 1-1/4-INCH	TON	3,522	\$ 15.00	\$ 52,830.00
465.0105	ASPHALTIC SURFACE	TON	15,737	\$ 90.00	\$ 1,416,330.00
602.0410	CONCRETE SIDEWALK 5-INCH	SF	2,976	\$ 10.00	\$ 29,760.00
	DRAINAGE ITEMS	LS	1	\$ 1,250,000.00	\$ 1,250,000.00
	RESTORATION - 10% ABOVE	LS	10%	\$ 2,909,544.00	\$ 290,954.40
	TRAFFIC CONTROL/DETOUR/SIGNING/STAKING - 10% ABOVE	LS	10%	\$ 3,200,498.40	\$ 320,049.84
	WATER MAIN	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
	LANDSCAPING	LS	1	\$ 65,000.00	\$ 65,000.00
619.1000	MOBILIZATION - 10% ABOVE	LS	10%	\$ 4,585,548.24	\$ 458,554.82
PROJECT SUBTOTAL					\$ 5,044,103.06
	ENGINEERING & CONTINGENCIES	LS	15%	\$ 5,044,103.06	\$ 756,615.46
PROJECT TOTAL					\$ 5,800,718.52

ATTACHMENT 2

Two-Party Design Contract Special Provisions



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TWO PARTY DESIGN CONTRACT SPECIAL PROVISIONS

This two-party design contract is between the Village of Fox Point (MUNICIPALITY) and Kapur & Associates, Inc. (CONSULTANT). This agreement supplements a three-party design contract with the Wisconsin Department of Transportation (DEPARTMENT) for Project ID 2225-00-03. The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

Sections A - R are amended to substitute the Wisconsin Department of Transportation (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.
- Earthwork for roadway widening and drainage improvements.
- Added width for on-street bicycle accommodations.
- Intersection improvements at Holly Court/Barnett Lane, Green Tree Road, Bell Road, Beach Drive, Bradley Road, and Dean Road.
- Replacement of culverts and storm sewer for the entire 2.6-mile corridor.
- Installation of Green Infrastructure Facilities such as buried drainage pipes/bio-swales. Bio-retention facilities in the southwest quadrants of Green Tree Road and Bell Road, a bio-swale "park" in the southwest quadrant of Bradley Road, and a pocket rain garden at Beach Drive are not included in this CONTRACT.
- Landscaping Plan for street trees, Beach Drive median/terrace, Dean Road terraces as presented at the CONSULTANT's February 21, 2020 interview.
- New crosswalk locations and High-Visibility Pedestrian Crossings.
- Up to 61 curb ramps at new crosswalks and locations where the existing pedestrian path intersects side roads.
- Repaving the existing pedestrian path is not included in this CONTRACT.
- Design for the replacement of approximately 5,000 LF of existing Village of Fox Point 12-inch water main from Daisy Lane to Goodrich Lane and at 19 crossing locations is included in this CONTRACT.
- Village of Fox Point sewer design is 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 37 months.
- CONTRACT completion date of December 31, 2023.

A. DESIGN REPORTS

Final Scope Certification, Complete Streets Documentation, Design Study Report, Transportation Management Plan, and Traffic Control Decision Matrix are included in the three-party design contract with the DEPARTMENT. Additional reports listed below in Item (2) and Item (3) are included in this CONTRACT.

- (1) Request for Exceptions to Design Standards

Not included in this CONTRACT.

- (2) Encroachment Report

Prepare an encroachment report as directed by the MUNICIPALITY.

- (3) Other Reports:

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

(g) Prepare a Storm Water Report per MUNICIPALITY requirements to document storm water quality and pollutant removal.

(h) Prepare a Traffic Study Memorandum summarizing results of the traffic counts collected at up to two locations in the project corridor.

(i) Prepare one (1) Roadside Hazard Report in accordance with the MANUAL.

(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

Preparing a CEC Environmental document is included in the three-party design contract with the DEPARTMENT.

- (6) Historical Surveys and Studies:

Not included in this CONTRACT.

- (7) Archaeological Surveys and Studies:

Not included in this CONTRACT.

C. AGENCY COORDINATION

Section 401 and 402 Certifications are included in the three-party design contract with the DEPARTMENT. Additional coordination required for impacts associated with roadway widening, bicycle accommodations, and storm water improvements as listed below in Item (2) are included in this CONTRACT.

(2) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

D. RAILROAD/ UTILITY INVOLVEMENTS

Railroad Coordination and Utility Coordination are included in the three-party design contract with the DEPARTMENT. Additional Utility Coordination as a result of bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, Green Infrastructure Facilities, and new crosswalk locations as listed below in Item (2), Item (4), and Item (5) are included in this CONTRACT.

(2) Utility Coordination

For bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, Green Infrastructure Facilities, and new crosswalk locations; 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.

- (4) For bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, Green Infrastructure Facilities, and new crosswalk locations; 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

Review and provide recommendations on MUNICIPALITY negotiations for compensable utility agreements and utility estimates for reimbursement by the MUNICIPALITY. Review utility permits on behalf of the MUNICIPALITY for compatibility with the PROJECT.

Prepare statements, exhibits, and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

E. PUBLIC INVOLVEMENT

A Public Involvement Plan, one Public Involvement Meeting, one newsletter, and one Local Officials Meeting are included in the three-party design contract with the DEPARTMENT.

One additional Public Involvement Meeting, two additional newsletters, one additional Local Officials Meeting, and a PI Liaison as listed below in Item (2), Item (5), Item (6), Item (7), Item (8), and Item (9) are included in this CONTRACT.

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

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

(2) Conduct Public Involvement Meetings (PIMs)

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

- PROJECT Meeting Two: present final design, staging, proposed schedule

The timing of the meetings will be determined by the MUNICIPALITY. Up to four 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.

(5) Update and Maintain Project Mailing List

The CONSULTANT will create and maintain a project mailing list within the ArcGIS public involvement database. The project mailing list will include adjacent property

owners, local officials, agencies, and interested parties. The database 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

CONSULTANT will prepare two (2) newsletters – for years two and three of the project's design and in conjunction with project milestones. The newsletter will be concise, comprehensive records of project activities to date which will include information on the project development process and schedule milestones. Newsletters will be up to 4 pages in length. 850 invitations are assumed.

The newsletter shall be provided in press-quality PDF format. MUNICIPALITY will review the newsletter, The CONSULTANT will print and mail the newsletters and provide electronic copies for website.

CONSULTANT shall provide draft copies of the newsletter a minimum of three weeks prior to distribution for MUNICIPALITY approval.

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

CONSULTANT will meet, upon request, either in person or virtually, with corridor residents that are affected by the project to keep them abreast of project developments or address concerns. Up to two CONSULTANT staff will attend each meeting. CONSULTANT will prepare meeting notes for all meetings attended and provide notes to MUNICIPALITY. In addition, PI Liaison will respond to email and phone inquiries.

(8) Local Officials Meetings

One (1) additional 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

An Operational Planning Meeting, 30% Plan Review Meeting, 60% Plan Review Meeting, Draft PS&E Review Meeting, Pre-Construction Meeting, two Utility Coordination Meetings, eight progress meetings, four local municipal meetings, and one 50% Design TMP Planning Meeting are included in the three-party design contract with the DEPARTMENT. Additional meetings as listed below in Item (4), Item (6), Item (7), and Item (8) are included in this CONTRACT.

- (4) Attend a meeting with the DEPARTMENT's Region Technical Services Soils Engineer to coordinate soils and sub-surface investigation work efforts. 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.
- (6) Up to four (4) additional 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) additional 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) additional plan-in-hand field review with internal staff to review existing facilities on the PROJECT and confirm the proposed design.

G. LOCATING

Locating is not included in the three-party design contract with the DEPARTMENT. Alternatives for incorporating on-street bicycle accommodations, intersection improvements, Green Infrastructure Facilities, and High-Visibility Pedestrian Crossings as listed below in Item (1), Item (2), Item (3), Item (4), and Item (5) are included in this CONTRACT.

- (1) Conduct the necessary investigation to determine the following highway elements:
 - (a) Roadway Typical Section
 - (b) Intersection Improvements
 - (c) Green Infrastructure Facilities
- (2) Develop one (1) reasonable alternative for Item (1)(a) above, up to six (6) reasonable alternatives for Item (1)(b) above, and up to eight (8) reasonable alternatives for Item (1)(c) above to enable selection of the most suitable alternate for further development.
- (3) Evaluate alternatives described as the following:
 - (a) Lake Drive Roadway Typical Section alternatives include analyzing driving lane and shoulder widths for incorporating on-street bicycle accommodations. The typical section will be developed with respect to the MUNICIPALITY'S overall plan for the Lake Drive corridor.
 - (b) Modifications to the following intersections with Lake Drive will be studied: Holly Court/Barnett Lane, Green Tree Road, Bell Road, Beach Drive, Bradley Road, and Dean Road. As presented at the CONSULTANT's February 21, 2020 interview, intersection improvement alternatives may include: side road alignments, turn lanes, crosswalk and stop bar locations,

pedestrian refuge, sight distance, turning radii, pavement reduction, bus shelter concrete, and public mailbox bump outs.

- (c) Green Infrastructure Facilities include buried drainage pipe/bio-swale alternatives only. Bio-retention facilities in the southwest quadrants of Green Tree Road and Bell Road, a bio-swale "park" in the southwest quadrant of Bradley Road, and a pocket rain garden at Beach Drive are not included in this CONTRACT.

Buried drainage pipes/bio-swales will be evaluated at existing Lake Drive ditches as part of the drainage analysis including:

- o Dean Road to Spooner Road – west ditch
- o Dean Road to Fox Lane – east ditch
- o Quarles Place to N. Links Circle (north side) – west ditch
- o N. Club Circle (north side) to E. Lilac Lane – east ditch
- o Calumet Road to Portage Road – west ditch
- o South of Barnett Lane – east ditch
- o Daphne Road to Acacia Road – west ditch
- o Daphne Road to Acacia Road – east ditch

Prepare and submit up to three (3) grant applications to supplement MUNICIPALITY funding of Green Infrastructure alternatives.

- (4) High-Visibility Pedestrian Crossings of Lake Drive at Holly Court/Barnett Lane, Green Tree Road, Beach Drive, Fox Lane, and Dean Road will be evaluated. Alternatives as presented at the CONSULTANT's February 21, 2020 interview include combinations of zebra, ladder, or continental pavement markings; colored concrete; pedestrian refuge areas; slip lanes; and "Smart Crosswalks" with Rectangular Rapid Flash Beacons and automated illumination.
- (5) Locating shall include the preparation of displays drawn to a suitable 1" = 40' scale of feasible potential alternate alignments and projects. Such displays shall portray the alternate alignments and profiles, and topographical, geological, and cultural features which may have an influence on the geometrics of the highway, costs of right of way, environmental aspects, construction, future operation, maintenance, and traffic services, among others necessary for the computation of the quantities of work items embraced in the construction of the PROJECT, and to yield the physical information necessary for the acquisition of rights-of-way.

H. SURVEYS

Survey of Lake Drive between the east and west edges of pavement is included in the three-party design contract with the DEPARTMENT. To design for bicycle accommodations, intersection improvements, culvert replacement, storm sewer replacement, Green Infrastructure Facilities, and new crosswalk locations; additional survey required along the Lake Drive right-of-way (from a point 200 feet south of the centerline of School Road to a point 200 feet north of the centerline of Dean Road as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west, not including Lake Drive between the east and west edges of pavement) as listed below is included in this CONTRACT.

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

- (a) The final working point clouds and resultant LAS files must be registered to the project coordinate system.
- (b) The final working point clouds and resultant LAS files must support extraction of the top and bottom surfaces of structures to a reasonable accuracy if scanned elevation data is provided for both the top and

bottom of the structure. The CONSULTANT is encouraged to develop directly connected control at the top and bottom of structures.

- (c) CONSULTANT shall produce and deliver a scan setup control point residual report showing the residuals between measured and project control values for each scan setup for resections type setups or back sight and check points when the scanner is set up on a known point.
- (d) The density of the scan data shall be sufficient to support the extraction of the requested roadway and or structural elements.
- (e) The resultant LAS files shall be colorized using digital photos acquired during the scanning process.
- (f) The digital photos obtained during the scanning process shall be color photos of sufficient resolution to support the identification and extraction of the requested structural elements.
- (g) The digital photos acquired as part of the scanning process are to be considered additional to any digital photos required for WisDOT Structures Survey Reports.
- (h) CONSULTANT shall provide the LAS files and Digital Photos in an organized file and folder system.
- (i) CONSULTANT shall provide a convenient method of determining the location of each scan setup or mobile LiDAR drive trajectory and a way to retrieve and view the digital photos acquired during the scanning process. For example, a Google Earth KMZ file with hyperlinks to the photos which also shows the location of the scan setups, could be used to index and retrieve photos.
- (j) CONSULTANT shall confer with the DEPARTMENT Survey Unit personnel before relying on and delivering a scan setup/trajectory and photo indexing system that utilizes viewing software other than Google Earth to insure the viewer software works on DEPARTMENT computers.
- (k) Deliverables (if applicable)
 - i. LAS files (list LAS version number in project metadata).
 - ii. Digital Images obtained during scanning process.
 - iii. Scan Setup/Trajectory Index System/Files.
 - iv. Digital Image index system/files.
 - v. Static Scan Setup error reports.

(3) Horizontal & Vertical Control

- (a) CONSULTANT shall set and determine 3D coordinates on approximately eighteen 1000 mm Berntsen FENO Markers with 2" aluminum caps with 60" Carsonite Thin Line witness posts.

- (b) Elevations on said Feno Markers shall be determined by differential leveling unless otherwise directed by the MUNICIPALITY.
- (c) Said 2" aluminum cap shall be marked with a well-defined center point and labeled "WisDOT Control" & "Kapur".
- (d) CONSULTANT shall also establish Primary Control 3D coordinates on any existing vertically stable survey markers or convenient vertically stable manmade features within the project corridor to provide long term vertical control free from the effects of frost heave.
- (e) If utilizing existing NGS HMOD stations with elevation only, the CONSULTANT shall obtain horizontal county coordinates equal in accuracy to the project control being set. The intent is to provide 3D county coordinates on all control points and benchmarks.
- (f) Control point deliverables including Control-Primary-Datasheets, shall also include all primary control points the survey is based on and show their published/held Latitude & Longitude and elevation values converted to county coordinates. If NGS only provided a survey grade elevation and a scaled or hand-held GPS determined Latitude & Longitude on their datasheet, the Northing and Easting shall reflect what you measured. If the DEPARTMENT supplied a datasheet with complete county coordinates prepared by another firm you do not have to create new data sheets for those points, but those points should be included in your other primary control deliverables.
- (g) The source and method of bringing horizontal and vertical control to the project area shall be coordinated with the DEPARTMENT before commencing the field survey.
- (h) CONSULTANT should provide intermediate delivery of backbone H & V control and discuss the results with the DEPARTMENT Survey Coordinator before production surveying commences.
- (i) CONSULTANT shall obtain digital photos of each primary control point as described below.
- (j) CONSULTANT shall obtain a digital photo of the typical marker post label used on the project.
- (k) 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.
- (l) Deliverables
 - i. Control point data separated into four categories (as needed) in .DWG, .KMZ, .XML & .TXT (w.metadata header) file formats using the following naming convention;

- "Cntrl-Pri-(Road name)_(Proj ID).XXX" which includes existing NGS HMOD points the survey is based on, Feno Markers, Bridge Caps, & other permanent control intended to be shown on project plan sets
 - "Cntrl-Second-(Road name)_(Proj ID).XXX" which are temporary control points such as mag nails, spikes, iron pipes, rebar etc.
 - "Cntrl-Targ-Static-(Road name)_(Proj ID). XXX" which are target points for static terrestrial Lidar.
 - "Cntrl-Targ-Mobile-(Road name)_(Proj ID). XXX" which are target points for mobile terrestrial Lidar.
- ii. Cntrl-Pri-Datasheets-(Road name)_(Proj ID).pdf (showing project coordinates for all primary control including NGS & HMOD stations used)
 - iii. Cntrl-Dig-Level-Report-(Road name)_(Proj ID).pdf (if digital level used)
 - iv. Cntrl-Optical-Level-Notes-(Road name)_(Proj ID).pdf (if optical level used)
 - v. Cntrl-Level-Route-(Road name)_(ProjID).dwg & kmz (Shows generalized routes of circuits/networks and connectivity of leveled control points and BM's. Individual routes/circuits correlating with field notes or digital data files should be differentiated in some manner by representing them as separate entities or colors or some other means.)
 - vi. Cntrl-Pt-Deriv-Report-(Road name)_(Proj ID).pdf Point derivation report for all primary control points surveyed indicating point averaging delta statistics, and source measurement (GPS or Terrestrial) in PDF format.
 - vii. Cntrl-GPS-Cal-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.
 - viii. Digital photos of each "primary" control point (one close up shot of monument cap and one overview of control point). Files shall utilize names matching subject point numbers or files with embedded geo-reference and method to view the files.
 - ix. Digital photo showing the typical control point marker post label.

(4) Section Corner Survey

- (a) CONSULTANT shall survey the location of sufficient Public Land Survey System (PLSS) corners to support the determination of existing property lines, existing and proposed right of way and project alignments.
- (b) CONSULTANT shall use WisDOT point numbering conventions and point description codes.
- (c) CONSULTANT shall obtain digital photos of each corner as described below.

(d) Limits/Extents

Town 8 North, Range 22 East

- i. South ½ of Section 9 Corners
- ii. All of Section 16 and Section 21 Corners

(e) Deliverables

- i. SEC-(Road name)_(Proj ID).dwg, .TXT w/metadata header, .KMZ, & .XML formats.
- ii. SEC-Deriv-Report-(Road Name)_(ProjID).pdf Point derivation report for all section corners surveyed indicating point averaging delta statistics, and source measurement (GPS or Terrestrial) in PDF format.
- iii. Digital copies of all Dossier sheets obtained.
- iv. Digital photos of each corner. (one close up and one overview looking north) Files shall utilize names matching subject point numbers or files with embedded geo-reference and method to view the files.

(5) Property Corner Search

- (a) CONSULTANT shall search for and survey the location of any property corners found to support the determination of existing property lines, existing and proposed right of way and project alignments.
- (b) The CONSULTANT is NOT expected to reset or establish any missing corners.
- (c) CONSULTANT shall acquire subdivision plats, CSM's, and plat of surveys within the project area.
- (d) The MUNICIPALITY shall provide existing right of way plat information.
- (e) The CONSULTANT shall use WisDOT point description codes.
- (f) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west.

(g) Deliverables

- i. IP-(Road name)_(Proj ID).dwg, .TXT w/metadata header, .KMZ, & .XML formats.
- ii. Digital copies of all Subdivision Plats, R/W Plats, CSM's, Surveys, GIS maps associated with the project.
- iii. Any maps marked up with property corners found.

(6) Alignments (Existing)

- (a) The CONSULTANT shall establish existing centerline alignments for the following roadway segments based on previous plan alignments, pavement splits, reference line monuments, section corners, property corners found and any other pertinent evidence.
- (b) The acquisition of any field evidence to support the creation of alignments outside the limits of Topo/DTM required elsewhere in this contract is considered part of this contract and is included in the tasks required to establish any alignments requested.
- (c) CONSULTANT shall obtain said field evidence beyond the extents of the alignments as needed to support the establishment of accurate alignments within said extents.
- (d) CONSULTANT shall acquire subdivision plats, CSM, plats of survey within the project area.
- (e) The MUNICIPALITY will provide existing right of way plat information.
- (f) CONSULTANT shall prepare a narrative report describing how each alignment was developed and what source documents and evidence was used.
- (g) CONSULTANT shall prepare an alignment Cogo report showing the alignment geometry for each alignment.
- (h) CONSULTANT shall prepare a station and offset report for each alignment showing the relationship of the alignment to adjacent evidence considered in establishing the alignment which is sorted by station values.
- (i) CONSULTANT shall make notes on utilized source documents and in working CAD files which will be delivered to the MUNICIPALITY.
- (j) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west.

(k) Deliverables

- i. Ali-(Road name)_(Proj ID).DWG & KMZ (all alignments in one DWG & KMZ).
- ii. Digital copies of all Plats, CSM's, Surveys, Deeds obtained by CONSULTANT.
- iii. Digital PDF copy of any plans marked up with hand written computation notes.

- iv. Alignment narrative report in MS Word format (all alignments in one document).
- v. Alignment Cogo report showing Sta, Tan, Curve Data etc. for each individual alignment.
- vi. Station and offset reports for each alignment listing values for evidence used (sort by STA).
- vii. Working Computation DWG including evidence used with computation notes on separate layer.

(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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path, not including Lake Drive between the east and west edges of pavement.
- (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)

- lii. Surface-Data-Source-(Road name)_(Proj ID).dwg
- iv. Topo-Ex-(Road name)_(Proj ID).dwg

(8) Utility Survey

- (a) Collect all overhead and underground utilities within the utility survey limits. Utilities include but are not limited to; Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, Sanitary Sewer, Sanitary Force Mains, Storm Sewer, Storm Sewer Pipe Outfalls, Traffic Signal Facilities, FTMS/ITS facilities.
- (b) All utilities shall be represented by unique connecting line work representing the facilities and utility structures such as manhole, inlets, pull boxes, poles, pedestals, valves, vent pipes, transformers etc shall be obtained and shown.
- (c) CONSULTANT shall submit both field locate and prints tickets to Diggers Hotline.
- (d) CONSULTANT is not required to submit relocate tickets for this survey request.
- (e) CONSULTANT shall however make one (1) additional attempt to contact each utility that did not respond to the prints ticket request to obtain system maps.
- (f) CONSULTANT shall insert the following language into the "Remarks" section of the Diggers Hotline Field Locate tickets submitted.
 - i. AN AGENT OF WISDOT WILL TAKE PHOTOS OF REQUESTED AREA AFTER START DATE. IF FACILITIES ARE NOT MARKED AS REQUIRED IN SS 182.0175, WISDOT MAY PURSUE IMPOSING PENALTIES AS ALLOWED IN SS 182.0175(3).
- (g) CONSULTANT shall insert the following language into the "Remarks" section of the Diggers Hotline Prints tickets submitted.
 - i. THE CALLER AS AGENT FOR WISDOT WILL REPORT LACK OF RESPONSE TO WISDOT IF MAPPING IS NOT PROVIDED AS REQUIRED IN SS 182.0175. WISDOT MAY PURSUE IMPOSING PENALTIES AS ALLOWED IN SS 182.0175(3).
- (h) If any utilities are not marked and surveyed in the field, those utilities shall be shown in a separate Util-APPROX-(Road name)_(Proj ID).dwg as depicted in the utility system maps provided by the utilities.
- (i) CONSULTANT shall list all utilities that did not supply system maps in a note in the Util-APPROX.dwg.
- (j) Said Util-APPROX dwg shall be suitable for overlaying with other project base mapping and field located utility dwgs to represent the approximate

location of the utilities not marked or surveyed but shown on the maps provided by the utilities.

- (k) CONSULTANT shall take digital photos and/or video of the entire area described in the Utility Survey Limits/Extents shortly after the Ticket Start Date & Time (Clear Date).
- (l) The intent is to be able to document the utilities marked and not marked within the requested limits shortly after the clear date on the ticket. So, photograph or video areas with no marks too, especially area known to contain utilities that are not marked.
- (m) Photos and video files shall be clearly named or organized to reference each individual Ticket # or logical sub areas.
- (n) Photos and video shall also show on the image/video the date and time the image/video was captured.
- (o) The images/videos shall be taken/labeled/narrated or indexed such that the viewer will be able to determine the location and direction of the photographs and video.
- (p) All digital photos and videos shall be delivered on a USB 3.X external hard drive that will become the permanent property of the MUNICIPALITY.
- (q) CONSULTANT shall complete a WisDOT Diggers Hotline Ticket Assessment form for this work order. This form will assist in assessing the quality of the response received from the utility company and their locators.
- (r) The DEPARTMENT will provide the blank WisDOT Diggers Hotline Ticket Assessment template spreadsheet to be used.
- (s) Storm & Sanitary Sewer and Water Main "Measure Downs" are included in their respective "Storm Sewer Survey" or "Sanitary Sewer Survey" or "Water Main Survey" portion of this work order if needed.
- (t) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.
- (u) Deliverables
 - i. Uti-(Road name)_(Proj ID).dwg
 - ii. Uti-APPROX-(Road name)_(Proj ID).dwg
 - iii. Digital copies of utility system maps

- iv. Digital copies of Diggers Hotline tickets.
- v. Digital photos (.jpg) and/or video (.wmv) of the entire area described in the Utility Survey Limits/Extents with associated indexing system.
- vi. WisDOT Diggers Hotline Ticket Assessment Form spreadsheet.

(9) Storm Sewer Survey

- (a) CONSULTANT shall obtain "measure downs" on all storm sewer structures and outfalls within the Storm Sewer Survey limits to obtain rim elevation, pipe size, shape, material, and invert elevation.
- (b) CONSULTANT shall take digital photos of all outfall/inlet pipe ends and inlet/CB structures (on and off pavement) and index said pictures.
- (c) Elevations provided shall support engineering design purposes.
- (d) Measure down information shall be shown in the Uti-(Road name)_(Proj ID).dwg.
- (e) CONSULTANT shall locate the first structure outside of the survey limits and obtain measure down information on that structure to define the direction and slope of the pipe crossing outside the survey limits.
- (f) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.

(g) Deliverables

- i. Uti-(Road name)_(Proj ID).dwg (measure down info shown in DWG)
- ii. Digital Copies of measure down field notes and field data entry forms.
- iii. Photos of outfall/inlet pipe ends and inlet/CB structures (on and off pavement) with photo index or files shall utilize names matching subject point numbers or files with embedded geo-reference and method to view the files.

(10) Sanitary Sewer Survey

- (a) Survey elevations provided shall support engineering design purposes. Sanitary Sewer invert elevations will be provided by the MUNICIPALITY via old plans, as-builts, and Geographic Information System database.
- (b) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.

(c) Deliverables

- i. Uti-(Road name)_(Proj ID).dwg
- ii. Digital Copies of field data entry forms

(11) Water Main Survey

- (a) CONSULTANT to obtain "measure downs" on all water valves within the Water Main Survey limits to obtain elevations.
- (b) Elevations provided shall support engineering design purposes.
- (c) Measure down information shall be shown in the Uti-(Road name)_(Proj ID).dwg.
- (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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.

(e) Deliverables

- i. Uti-(Road name)_(Proj ID).dwg (measure down info shown in DWG).
- ii. Digital Copies of measure down field notes and field data entry forms.

(12) Culvert Survey

- (a) The CONSULTANT shall collect the following data on all culverts within the Culvert Survey limits to obtain pipe size, shape, material, and invert elevation.
- (b) Driveway culverts are included in the Culvert Survey.
- (c) The CONSULTANT shall take digital photos of all outfall/inlet pipe ends and index said pictures.
- (d) Elevations provided shall support engineering design purposes.

- (e) Invert and all other pipe information shall be shown in the Uti-(Road name)_(Proj ID).dwg.
- (f) The CONSULTANT shall locate and obtain the invert information on the other end of any culvert extending outside of the survey limits to define the direction and slope of the culvert.

(g) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.

(h) Deliverables

- i. Uti-(Road name)_(Proj ID).dwg (culvert info shown in DWG).
- ii. Digital Copies of field notes and field data entry forms.
- iii. Photos of pipe ends with photo index or files shall utilize names matching subject point numbers or files with embedded geo-reference and method to view the files.

(13) Miscellaneous Facilities-Wells-Septic

- (a) Survey location of any visible mechanical, electrical, plumbing items such as septic facilities and wells within the described limits.

(b) 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 as well as 250 feet along Barnett Lane, Beach Drive, and Bradley Road and 150 feet of the 36 remaining sideroads that intersect Lake Drive to the east and the west. The lateral limits shall be 20 feet outside of the existing path or 50 feet outside the shoulder where there is no path.

(c) Deliverables

- i. Topo-Ex-(Road name)_(Proj ID).dwg

(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

Soils and subsurface investigations are not included in the three-party design contract with the DEPARTMENT. Soils and subsurface investigations to assist in design of on-street bicycle accommodations, intersection improvements, and Green Infrastructure Facilities as listed below are included in this CONTRACT.

- (1) Perform up to twelve (12) standard penetration test (SPT) borings at existing ditches along Lake Drive, in order to determine quantities and qualities of materials available for roadway widening needed to accommodate on-street bicycle accommodations. Twelve (12) borings will be taken to a depth of 7.5 feet.
- (2) Perform up to eight (8) SPT borings to a depth of 10 feet for storm water/Green Infrastructure Facilities, consisting of buried drainage pipes/bio-swales, at existing ditches along Lake Drive in order to determine quantities and qualities of materials available for project needs.
- (3) All boreholes shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures" and surface patched with cold-patch asphalt.

Record final borehole location; station and referenced offset and elevation. CONSULTANT shall provide final boring location GPS coordinates and provide a Google Earth image of project site showing coordinate correct as-drilled boring locations.
- (4) Prior to field testing, obtain an Excavation and/or Performance of Work within Public Right-of-Way permit from the Village of Fox Point. It is assumed that any cost pertaining to permits will be waived.
- (5) Provide traffic control during soil boring operations with two flaggers to setup local work zones and control traffic in accordance with the WisDOT Facilities Design Manual.
- (6) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters and recommendations for subgrade improvements.
- (7) Transmit to the DEPARTMENT gINT software boring logs for all completed borings, using the DEPARTMENT's gINT template (contact Dan Reid for the template, 608-246-7946). Send these to the following email location at the time of PSE submittal: DOTDTSDGeotechnicalgINT@dot.wi.gov.
- (8) Transmit to the DEPARTMENT all soils laboratory testing summary and testing data sheets for tests performed on the soil and rock samples collected during the investigation. In addition, transmit the results of any field tests including vane shear tests, pressure meter tests and cone penetrometer tests. Send this in a .pdf format that references the DEPARTMENT's design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSDGeotechnicalSirLab@dot.wi.gov.

- (9) Prepare a geotechnical engineering report presenting the results of the field exploration and laboratory testing. The geotechnical engineering report shall provide recommendations pertaining to:
- (a) Pavement Design for Widening Areas: drainage class, soil support rating, frost classification, resilient modulus, subgrade reaction modulus for subgrade soil profile, estimated subgrade parameters for use in the pavement design, and site preparation including estimated quantity of excavation below subgrade (EBS). It is assumed that no recommendation will be needed for the mill and overlay.
 - (b) Bio-swales: soils from the borings performed in the footprint of storm water/Green Infrastructure Facilities and buried drainage pipes/bio-swales will be classified per the USCS system and the Field Book for Describing and Sampling Soils, USDA, NRCS, 2012. A discussion of the soil conditions and limiting factors; recommendations related to the design of buried drainage pipes/bio-swales; and WDNR Storm forms will be provided.
- (10) Transmit to the DEPARTMENT all Soil Reports relating to roadways, pavements and environment. Send this in a .pdf format that references the DEPARTMENT's design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSGeotechnicalSirLab@dot.wi.gov

J. ROAD PLANS

Road plans for only the pavement rehabilitation of Lake Drive are included in the three-party design contract with the DEPARTMENT. Road plans for on-street bicycle accommodations, intersection improvements, Green Infrastructure Facilities, Storm Sewer, Water Main, Landscaping, Curb Ramps, and High-Visibility Pedestrian Crossings as listed below are included in this CONTRACT.

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

- Title Sheet
- General Notes/Utility Contacts
- Finished Typical Sections
- Construction Details
- Plan Details
- Paving Grades Plan
- Curb Ramp Detail Plans (up to 61 ramps)
- Erosion Control Plan
- Storm Sewer Plan (including Green Infrastructure)
- Water Main Plan
- Landscaping Plan (street trees, Beach Drive median/terrace, Dean Road terraces as presented at the CONSULTANT's February 21, 2020 interview)
- Pavement Marking Plan

- (2) The GIS horizontal and vertical datums will match the project survey and design datums.
- (3) The GIS database will be maintained to assist the project team with accessing, viewing, and mapping the following project data:
 - (a) Property data including owner(s), address, and tax key.
 - (b) Environmental data including wetlands and historic properties.
 - (c) As-built data including sewer, water, culverts, and inspection videos.
 - (d) Public involvement data including mailing lists, meeting attendance, inquiries, comments, and responses.
 - (e) Right-of-way plat data including titles and acquisition correspondence.
 - (f) Utility coordination data including work plans and permits plans.

O. CCTV INSPECTION

CCTV inspection is not included in the three-party design contract with the DEPARTMENT. CCTV inspection of the existing drainage features crossing Lake Drive as listed below is included in this CONTRACT.

- (1) The CONSULTANT shall inspect up to twenty-one (21) existing drainage features crossing Lake Drive and measuring approximately 1200 feet in total length via closed-circuit television (CCTV) video surveillance. The existing drainage features consist of concrete box culverts, concrete storm sewer pipes, and metal culvert pipes. CONSULTANT shall use television cameras, television monitors, cables, power sources, lights, and related equipment designed and constructed for sewer inspection.
 - (a) The television camera shall provide the following:
 - i. Close-up color viewing of pipe walls and lateral entrances using a low light-sensitive camera, movable camera head and directional lighting.
 - ii. Perform at minus 10 degrees C to plus 50 degrees C, and up to 100 percent relative humidity.
 - iii. A remote reading footage counter, that shows an accurate to 1% of length of section being inspected on the television monitors and outputs.
- (2) The CONSULTANT shall document television inspections using an in-vehicle or in-house computer system. System must be Microsoft Windows compatible on a DVD. Report defects and general information on pipe being viewed with an index for retrieving the information.
- (3) Personal entry and culvert/pipe cleaning prior to televising is not included in this CONTRACT.
- (4) Provide traffic control during CCTV inspections in accordance with the WisDOT Facilities Design Manual.

P. STORM SEWER DRAINAGE SYSTEM

Storm sewer drainage system design is not included in the three-party design contract with the DEPARTMENT. Evaluation of the existing drainage along the entire 2.6-mile corridor

(including ditches, culvert pipes, and isolated storm sewer systems) and designing improvements as listed below are included in this CONTRACT.

- (1) Evaluate existing drainage along the entire 2.6-mile corridor including ditches, culvert pipes, and isolated storm sewer systems. CONSULTANT shall coordinate with the MUNICIPALITY to determine parameters for drainage system design, including design storm selection. Develop plans for a new Storm Sewer Drainage System throughout the entire 2.6-mile corridor that functions as a cohesive system with proposed Green Infrastructure Facilities.
- (2) Analyze up to 21 existing cross culverts, consisting of concrete box culverts, concrete storm sewer pipes, and metal culvert pipes. Recommend layout and size for up to 21 new replacement culvert pipes and include information on location, geometry, material type, approach roadway cross-section, and disposition of existing pipe if applicable. It is assumed that these drainage culvert pipes are not located at stream crossings. Stream Crossing Structure Survey Reports, Hydraulic Reports and HEC-RAS analysis are not included in this CONTRACT.
- (3) Provide hydrology and hydraulics information for all new drainage elements and prepare final plans, including storm sewer lateral plan and profiles. Storm Sewer Drainage System design will conform to the MUNICIPALITY'S storm water management requirements and ordinances and the DEPARTMENT'S FDM Chapters 10, 13, and 15.
- (4) Develop plan sheets at 1"=100' horizontal and 1"=10' vertical scale. Proposed storm sewer structures and pipes will be shown over topographic base mapping, proposed pavement (screened), existing utilities (screened), and proposed alignments with stationing.
 - (a) The following items will be annotated on these plans:
 - i. Proposed structure numbers.
 - ii. Overland drainage flow arrows.
 - iii. Proposed end wall numbers.
 - iv. Adjusted or reconstructed structure numbers.
- (5) Profiles will show trunk lines and laterals (on cross sections or profile sheets) and existing and proposed finished grade surfaces will be shown and labeled.
 - (a) The following will be annotated in profile view:
 - i. Structure numbers.
 - ii. Pipe numbers.
 - iii. Pipe inverts, slope, and diameter.
- (6) Station and offset, structure type, cover type, pipe material, pipe length, structure depths, elevations, and stage of construction will not be annotated on the plan or profile. Instead, this information will be shown on the drainage structure tables.

Q. WATER MAIN DESIGN

Water main design is not included in the three-party design contract with the DEPARTMENT. Water main design for the replacement of approximately 5,000 LF of existing 12-inch water main in the Lake Drive right-of-way from Daisy Lane to Goodrich Lane and at 19 crossing locations (including water services, curb stops, hydrants, and valves) as listed below are included in this CONTRACT.

- (1) Plans for the replacement of approximately 5,000 LF of existing 12-inch water main in the Lake Drive right-of-way from Daisy Lane to Goodrich Lane and at 19 crossing locations (School, Acacia, Daphne, Holly, Green Tree, south of Juniper, Bell, Portage, north of Portage, Calumet, Hyde, S. Links, N. Links, Bradley, Quarles, Fox, Churchill, Spooner, and Dean) will be developed in accordance with MUNICIPALITY standards, including construction details, plan and profile sheets, specifications, and quantities.
- (2) The new water main locations will be determined by existing utility locations and opportunities to install the facility outside the pavement. Existing 6-inch water main will be upsized to 8-inch.
- (3) The water main design will include:
 - (a) Water services and curb stops replaced to the right-of-way.
 - (b) All existing hydrants to be replaced between Village limits.
 - (c) All existing valves to be replaced between Village limits.
 - (d) Cathodic protection at the 19 crossing locations.
 - (e) Construction specifications requiring the contractor save coupon samples for examination of the actual pipe wall thickness by others.
- (4) CONSULTANT will prepare necessary permit applications.

R. 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
 - GESTRA Engineering, Inc. – Soils and Subsurface Investigations
 - Great Lakes TV Seal, Inc. – CCTV Inspection
- (2) Design PC specifications (for design staff working on an engineer's estimate) - Contracts with projects that have PS&E dates of February 1, 2019, and beyond, go to the AASHTOWare Project Knowledge Base web site, <https://awpkb.dot.wi.gov/Content/Default.htm> , for information about supported web browsers, how to obtain system access, and how to use AASHTOWare Project Preconstruction and AASHTOWare Project Estimator to create an engineer's estimate. (January 10, 2019).
- (3) 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 December 31, 2020.

Report Title	Date
30% Road Plan	June 2021
Preliminary Road Plan	December 2021
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

ATTACHMENT 3

Fee Computation Summary by Engineering Task

Task	Activity Code	Direct Labor Costs	Indirect Labor Costs	Fixed Fee	Direct Expenses	Total
PROJECT ADMINISTRATION AND COORDINATION	740	\$5,695.01	\$8,809.61	\$1,032.22	\$34.50	\$15,571.34
DATA GATHERING	775	\$1,387.06	\$2,145.64	\$251.40	\$1,477.63	\$5,261.73
AGENCY COORDINATION	746	\$1,727.04	\$2,671.56	\$313.03	\$57.50	\$4,769.13
UTILITY COORDINATION	746	\$4,962.24	\$7,676.09	\$899.41	\$0.00	\$13,537.74
PUBLIC INVOLVEMENT	743	\$15,442.55	\$23,888.08	\$2,798.96	\$2,481.25	\$44,610.84
MEETINGS	743	\$989.65	\$1,530.89	\$179.37	\$201.25	\$2,901.16
FIELD SURVEY	729	\$31,284.42	\$48,393.87	\$5,670.30	\$1,425.25	\$86,773.84
GEOGRAPHIC INFORMATION SYSTEM DATABASE	900	\$9,160.80	\$14,170.84	\$1,660.40		\$24,992.04
REPORTS	748	\$7,879.76	\$12,189.20	\$1,428.21		\$21,497.17
GREEN INFRASTRUCTURE	800	\$4,083.88	\$6,317.35	\$740.20		\$11,141.43
LANDSCAPING	850	\$4,562.24	\$7,057.33	\$826.91		\$12,446.48
STORM SEWER DRAINAGE SYSTEM	412	\$20,171.38	\$31,203.11	\$3,656.06		\$55,030.55
WATER MAIN DESIGN	410	\$9,921.06	\$13,799.99	\$1,616.94		\$24,337.99
BICYCLE ACCOMMODATIONS	742	\$18,919.28	\$29,266.23	\$3,429.12		\$51,614.63
INTERSECTION IMPROVEMENTS	742	\$7,430.08	\$11,493.59	\$1,346.70		\$20,270.37
MODELING/GRADING/CROSS SECTIONS - BIKE ACCOMMODATIONS	742	\$4,756.94	\$7,358.51	\$662.20		\$12,977.65
MODELING/GRADING/CROSS SECTIONS - INTERSECTION IMPROVEMENTS	742	\$1,504.60	\$2,327.47	\$272.71		\$4,104.78
MODELING/GRADING/CROSS SECTIONS - STORM SEWER DRAINAGE	412	\$13,122.46	\$20,299.13	\$2,378.45		\$35,800.04
CROSSWALKS	742	\$4,421.72	\$6,839.96	\$801.44		\$12,063.12
CURB RAMPS	742	\$9,203.56	\$12,690.09	\$1,486.90		\$22,380.55
EROSION CONTROL	742	\$3,727.00	\$5,765.30	\$675.52		\$10,167.82
TRAFFIC CONTROL/STAGING	742	\$3,464.04	\$5,358.52	\$627.86		\$9,450.42
PRELIMINARY PLAN SUBMITTAL/QUANTITIES/COST ESTIMATES/QUALITY REVIEW	741	\$3,691.42	\$5,710.26	\$669.07		\$10,070.75
FINAL PLAN SUBMITTAL/QUANTITIES/COST ESTIMATES/QUALITY REVIEW/BID DOCS/SPECIFICATIONS	742	\$6,251.66	\$9,670.69	\$1,133.11		\$17,055.46
TOTAL		\$182,599.05	\$282,462.47	\$33,066.09	\$5,677.38	\$503,834.99
		Home Office Overhead Rate: 1.5469		Fixed Fee: 7.25%		

Project ID 2225-00-03
STH 32
School Road to Dean Road
Lake Drive
Milwaukee County
Direct Expenses by Item

Item	Activity Code	Unit	Unit Type	Rate	Total Expenses
Mileage (Meetings) - Personal Vehicle Miles	740	60	Miles	\$0.575	\$34.50
Mileage (Data Gathering) - Personal Vehicle Miles	775	135	Miles	\$0.575	\$77.63
Mileage (Agency Coordination) - Personal Vehicle Miles	746	100	Miles	\$0.575	\$57.50
Mileage (PI) - Personal Vehicle Miles	743	1,500	Miles	\$0.575	\$862.50
Mileage (Field Survey) - Company Vehicle Miles	729	350	Miles	\$0.575	\$201.25
Mileage (Meetings) - Personal Vehicle Miles	743	350	Each	\$0.575	\$201.25
Plotting/Mounting	743	75	SF	\$6.000	\$450.00
Wavetronix Traffic Count	775	2	Each	\$700.000	\$1,400.00
FENO Monuments	729	18	Each	\$68.000	\$1,224.00
Postage (Project Mailings)	743	2,125	Each	\$0.550	\$1,168.75
TOTAL					\$5,677.38

Project ID 2225-00-03
STH 32
School Road to Dean Road
Lake Drive
Milwaukee County
Consultant Contract Total Fee Computation

Project ID	Total for Authorized Contract	Total
Number of Staff Hours	5,204	5,204
Total Direct Labor	\$182,599.05	\$182,599.05
Total Indirect Labor Costs	\$282,462.47	\$282,462.47
Direct Expenses	\$5,677.38	\$5,677.38
Subtotal	\$470,738.90	\$470,738.90
Fixed Fee	\$33,096.09	\$33,096.09
Subtotal	\$503,834.99	\$503,834.99
Subcontract 1 - GESTRA Engineering, Inc.	\$10,614.00	\$10,614.00
Subcontract 2 - Great Lakes TV Seal, Inc.	\$8,055.00	\$8,055.00
TOTAL COST	\$522,503.99	\$522,503.99

Home Office Overhead Rate 154.69%

Fixed Fee 7.25%