

**NOTICE OF MEETING AND PUBLIC HEARING
VILLAGE OF FOX POINT
VILLAGE BOARD MEETING**

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

**TUESDAY
MARCH 9, 2021
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/87554940040>

Dial: (312) 626-6799

Meeting ID: 875 5494 0040

AGENDA

- 1. Roll Call**
- 2. Persons desiring to be heard**

At this time, individuals can address the Village Board on one or more topics for up to three-minutes with time extensions at the Village President's discretion. Per Fox Point Emergency Proclamation No. 3, there will be no citizen comments received during this meeting other than during this "persons desiring to be heard" agenda item, to avoid confusion and preserve order during the virtual meeting. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

- 3. Committee Reports**

- a. Plan Commission**

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

- a.** Accept the quote of Lakeside International in the amount of \$46,753 for the purchase of the cab and chassis for Truck No. 4 plus an additional amount of \$3,500 for body modifications, graphics and other miscellaneous items for an amount not to exceed \$50,253 pursuant to the Lead Mechanic's memorandum dated February 26, 2021. **(page 1)**

- b. Accept the quote of Monroe Truck Equipment in the amount of \$96,836 for the purchase of the body and associated equipment for Truck No. 4 plus an additional not to exceed amount of \$1,500 for body modifications, graphics and other miscellaneous items for an amount not to exceed \$98,336 pursuant to the Lead Mechanic's memorandum dated February 26, 2021. **(page 2)**
- c. Accept the quote of Ewald Automotive Group of Hartford in the amount of \$30,485 for the purchase of the cab and chassis for Truck No. 16 plus an additional amount of \$2,000 for body modifications, graphics and other miscellaneous items for an amount not to exceed \$32,485 pursuant to the Lead Mechanic's memorandum dated February 26, 2021. **(page 3)**
- d. Accept the quote of Olson Trailer & Body in an amount not to exceed \$34,372 for the purchase of the body and associated equipment for Truck No. 16 pursuant to the Lead Mechanic's memorandum dated February 26, 2021. **(page 4)**
- e. Accept the proposal of Kapur & Associates in an amount not to exceed \$58,839 for the drainage analysis of Bywater Lane and Portage Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 5, 2021. **(page 5)**
- f. Accept the bid of All-Ways Contractors, Inc. in the amount of \$91,410 for the construction of the Greenvale Road bioretention basin and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 10)**
- g. Accept the proposal of Kapur & Associates in an amount not to exceed \$25,754 for inspection services associated with the construction of the Greenvale Road bioretention basin and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 13)**
- h. Accept the bid of Globe Contractors, Inc. in the amount of \$67,700 for the 2021 sanitary and storm sewer reconstruction project located on Santa Monica Boulevard, Holly Court, Bell Road and Goodrich Lane and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 16)**
- i. Accept the proposal of Kapur & Associates in an amount not to exceed \$13,416 for inspection services associated with the 2021 sanitary and storm sewer reconstruction project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 19)**
- j. Accept the bid of Visu-Sewer, Inc. in the amount of \$204,862.50 for the 2021 sanitary and storm sewer rehabilitation project in Sanitary Sewer Basin Nos. 4 and 5 as well as Santa Monica Boulevard and Holly Court and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 23)**
- k. Accept the proposal of Kapur & Associates in an amount not to exceed \$22,666 for inspection services associated with the 2021 sanitary and storm sewer rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 26)**

- l.** Accept the bid of All-Ways Contractors, Inc. in the amount of \$2,301,875.25 for the 2021 road and utility reconstruction project located on Santa Monica Boulevard, Regent Road and a portion of Goodrich Lane and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 29)**
- m.** Accept the proposal of Kapur & Associates in an amount not to exceed \$138,404 for inspection services associated with the 2021 road and utility reconstruction project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 1, 2021. **(page 36)**
- n.** Accept the proposal from RU2 Systems for the Radar Speed Trailer with Variable Message Board in the amount of \$16,919.00 and authorize the Village Manager to sign the purchase order to obtain the trailer. **(page 40)**
- o.** Approve Resolution 21-XXXX, A Resolution Approving a "Single or Multi-Year Capital" Budget to Purchase Large Apparatus Equipment for 2022, 2023, 2024 and 2025 for North Shore Fire Department. **(page 42)**
- p.** Approve payment of the bills in the amount of \$290,990.13 for the period February 1, 2021 through February 28, 2021 per the report submitted by the Village Manager. **(page 47)**

5. Unfinished Business

a. Consideration and possible action on Lake Drive design considerations

The Village Board will receive a report from the Village Manager and Director of Public Works, including a more detailed cost estimate, regarding possible improvements along Lake Drive. The Village Board may act on the report including, but not limited to, directing staff to solicit additional input or obtaining an estimated design cost for the preferred options from Kapur & Associates. **(page 58)**

b. Conditional Use Permit Denial concerning Spring North Corp., d/b/a Pantry 41, 8000 North Port Washington Road, Fox Point, for a Convenience Store and Gas Station

Consider and possible action on the proposed written Findings of Fact, Conclusions of Law and Order, denying a Conditional Use Permit to Spring North Corp., d/b/a Pantry 41, 8000 North Port Washington Road, Fox Point, for a Convenience Store and Gas Station, to document the findings and conclusions reached by the Board orally on February 9, 2021. **(page 69)**

6. New Business

a. Consideration of Ordinance to Create Article V of Chapter 325 of the Village of Fox Point Code Concerning the Replacement of Lead Water Service Lines Within the Village of Fox Point.

The Village Board will consider and may act on an Ordinance to create Article V of Chapter 325 related to the replacement of lead water service lines within the Village of Fox Point. **(page 77)**

b. Consideration and possible action on the Beach Drive coastal resiliency design proposals, and possible award of a contract.

The Village Board will consider and may act to rescind a prior conditional approval, and approve the contract proposal of MSA or GZA, to complete a Beach Drive coastal resiliency design.
(page 91)

c. Consideration and possible action concerning a Relocation Order and Resolution of Necessity for Storm Sewer Easement Acquisition and Improvement Work on 6747 and 6759 North Holly Court

The Village Board will consider and may act to adopt a resolution to commence proceedings to acquire a storm sewer easement on property known as 6747 and 6759 North Holly Court, to repair, restore or replace existing storm sewer facilities in this location.
(page 98)

7. Future Agenda Items

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

8. Announcements

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

- a. 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

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, discuss possible acquisition opportunities for municipally owned properties, and related property transfers. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Clerk, and Village Attorney.
- b. 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, Library Board Member Rindt and Village Attorney.

10. Reconvene and Possible Action on Closed Session Items

The Village Board will reconvene into open session and may take action by duly adopted motion or resolution on the above-described matters which were considered in closed session.

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

April 13, 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
MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
414-351-8900

To: Fox Point Village Board
From: Steve West / Lead Mechanic
Through: Scott Brandmeier / Director of Public Works
Date: February 26, 2021
Re: Recommendation for Truck #4 Cab and Chassis

A quote opening was held for Truck #4 cab and chassis on February 17, 2021. We received (3) base proposals and (3) alternate proposals for the purchase of a new Truck Cab and Chassis. The proposals were received from Wisconsin Kenworth, Truck Country, and Lakeside International. The alternate proposals included the base cost of the proposed vehicle less the trade-in value of our current truck.

I recommend that the Village accepts the alternate proposal from Lakeside International, in the amount of \$46,753.00 for one (1) 2022 International HV607. This is the lower of the (3) proposals that we received. The Truck Country proposal was \$47,965 and Wisconsin Kenworth was \$87,450.

I request an additional amount not-to-exceed \$3,500.00 for body modifications, graphics, and miscellaneous items that are required to complete this unit once it has been received plus extended warranties on the transmission, chassis, engine, and emission systems.

The total requested is not-to-exceed \$50,253.00. We budgeted \$180,000.00 in accounts #40-91400-801, #25-91500-801, #50-8100-800 and, combined with the body cost for the unit (\$98,336), the cost of the unit is expected to be approximately \$148,600 which is approximately \$31,400 under budget.



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
414-351-8900

To: Fox Point Village Board
From: Steve West / Lead Mechanic
Through: Scott Brandmeier / Director of Public Works
Date: February 26, 2021
Re: Recommendation for Truck #4 Associated Body Equipment

A quote opening was held for the associated body equipment for Truck #4 on February 17, 2021. We received (4) proposals for the purchase of the associated body equipment for Truck #4 which includes a 5-yard dump body, plow and wing, and a tailgate salter.

I recommend that the Village accept the proposal of Monroe Truck Equipment in the amount of \$96,836.00 for all equipment included with the associated body equipment proposal. This proposal is not the lowest of the (4) proposals but it does accurately meet the specifications that was submitted to each of the vendors. The other proposals were from Casper's Truck Equipment at \$101,465.00, Truck Equipment Inc at \$94,900.00, and Olson Trailer and Body at \$102,044.00. The reason for not selecting Truck Equipment (the lowest proposal) is because they did not meet the required specifications to complete the truck.

I request an additional not-to-exceed amount of \$1,500.00 for body modifications, graphics, and miscellaneous items that are required to complete this unit once it has been received plus extended warranties on body and craftsmanship.

The total requested is a not to exceed amount of \$98,336.00. We budgeted \$180,000.00 between the accounts #40-91400-801, #25-91500-801, #50-81000-800 and, combined with the cab and chassis cost for the unit (\$50,253), the cost of the unit is expected to be approximately \$148,600 which is approximately \$31,400 under budget.



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
414-351-8900

To: Fox Point Village Board
From: Steve West / Lead Mechanic
Through: Scott Brandmeier / Director of Public Works
Date: February 26, 2021
Re: Recommendation for #16 Truck Cab and Chassis

A quote opening was held for Truck #16 cab and chassis on February 17, 2021. We received (2) base proposals and (2) alternate proposals for the purchase of a new Truck Cab and Chassis. The alternate proposals included the base cost of the vehicle less the trade-in value of our current truck.

I recommend that the Village accept the alternate proposal of Ewald Automotive Group of Hartford in the amount of \$30,485.00 for one (1) Ford Super Duty F-350. This proposal is the higher of the two (Badger Truck Center was \$29,070); the reason for choosing this quote is because Ewald can make the delivery deadline date to the body builder (end of July) which will result in the Village receiving a completed unit in a timely matter. Badger Truck Center noted that they could not deliver the unit until the end of October and, in their price, calculated the cost of the liquidated damages (approximately \$3,500) and deducted that from their price.

I request an additional amount not to exceed \$2,000.00 for body modifications, graphics, and miscellaneous items that are required to complete this unit once it has been received plus extended warranties on the transmission, chassis, engine.

The total requested at this time is an amount not to exceed \$32,485.00. We budgeted a total amount of \$75,000.00 in account #50-81000-800 and, combined with the cost of the associated body equipment (\$34,372 for a total of approximately \$66,900), the total cost of the unit is approximately \$8,000 under budget.



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
414-351-8900

To: Fox Point Village Board
From: Steve West / Lead Mechanic
Through: Scott Brandmeier / Director of Public Works
Date: February 26, 2021
Re: Recommendation for Truck #16 Associated Body Equipment

A quote opening was held for Truck #16 associated body equipment on February 17, 2021. We received four (4) proposals for the associated body equipment related to the Truck Cab and Chassis.

I recommend that the Village accept the proposal from Olson Trailer & Body in the amount of \$34,372.00 for the associated body equipment all as specified. This is the lowest of the four (4) proposals we received and the equipment meets all of our specifications. The other proposals were from Monroe Truck Equipment at \$48,264.00, Casper's Truck Equipment at \$35,455.00, Truck Equipment Inc. at \$39,930.00, and Brake and Equipment at \$39,900.00.

The total amount requested is an amount not to exceed \$34,372.00. We have a total amount of \$75,000.00 budgeted in account #50-81000-800 and, combined with the cost of the truck cab and chassis (\$32,485 for a total of approximately \$66,900), the total cost of the unit is approximately \$8,000 under budget.



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 5, 2021
Re: Accept Proposal to Perform a Drainage Analysis on Bywater and Portage

During heavy wet weather events, staff has either observed standing water/flooding in intersections or have been sent pictures of the same. Each year, the Village evaluates areas where improvements can be made to alleviate these concerns. Generally speaking, improvements are made as part of a road project, such as Calumet Road, where bioretention areas were added to alleviate downstream flooding conditions.

Since as far back as 1998, the intersection of Portage and Lake has experienced poor drainage and a flooded intersection during wet weather events. Depending on the severity of the storm, the storm water will also encroach upon the property at 7511 North Lake Drive. Additionally, during last May's wet weather event, it was reported that portions of Bywater Lane experienced standing water, particularly in the area around 1180 East Bywater. Due to the repeated flooding of the intersection at Portage and Lake as well as the standing water concerns on Bywater, staff solicited proposals from MSA Professional Services, Inc. and Kapur & Associates to perform a drainage analysis of the two areas.

The analysis will include performing a survey of the storm water infrastructure in the areas, undertaking topographic surveys of the areas, performing a drainage analysis of various storm events, determining whether the storm sewer structures are appropriately sized, evaluating alternatives for managing the storm water to alleviate the standing water/flooding concerns, and preparation of a report with recommended alternatives. Once a preferred alternative is selected, cost estimates will be developed and plans and specifications will be prepared so that the improvements may be bid out in 2022.

MSA submitted a proposal in the amount of \$65,545 which includes 504.5 hours to perform the analysis and design whereas Kapur submitted a proposal in the amount of \$58,839 which includes 573 hours of staff time to complete the analysis and design. Based on the fact that both proposals reflect the requested scope of services, it is my recommendation that the Village Board award the contract to Kapur & Associates in an amount not to exceed \$58,839 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village. The Village budgeted \$75,000 to perform the drainage analysis and, as a result, adequate funding exists to perform the work.

March 2, 2021

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

RE: Proposed Contract for Professional Engineering Services
Drainage Study for Bywater Area and Portage Area

Dear Scott,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project. The following contract includes items discussed in our meeting on January 20, 2021.

SCOPE OF SERVICES

TASK 1: DRAINAGE ANALYSIS

Perform two area drainage studies. Work includes:

- Perform survey to locate and as-built driveway culverts and storm structures at:
 - Intersection of Lake/Churchill (potentially redirect those flows to Bywater)
 - Bywater from Lake to Gray Log
 - Fox from Lake to outlet of sanitary overflow
 - Boyd and Links from Calumet south
 - Portage from Boyd to Lake
 - Intersection of Bell/Lake
 - Wye (1 culvert downstream of Portage)
 - Lake from Bell to Daisy
- Perform topographic survey at 1180 E. Bywater Lane to determine flow path and flooding issues
- Perform topographic survey at 7200 N. Lake Drive for potential bio-retention
- Drainage analysis using HydroCAD from Milwaukee County Contours for 2, 10, 25, 50, 100-yr rain events
 - East of Lake Drive for Bywater Area
 - Area of Lake Drive from Daisy to Portage, Portage Road, Bell, Boyd and Links
- Determine if existing storm sewers/culverts are insufficient
- Field Review (1 for each location)
- Downstream Ravine Analysis to identify downstream impacts
- Consider TMDL impacts
- Final Report
 - Technical Memo
 - Maps
 - Figures
 - Recommend alternatives (up to 3 for each drainage area) for improving drainage
 - Perform construction cost estimates
 - HydroCAD model output data

TASK 2: FINAL DESIGN

Upon selection of preferred alternative, complete final design.

- Perform topographic survey from R/W to R/W in areas identified above
- Complete construction plans and specifications for bidding
- Identify potential grant opportunities such as GIPP

If Authorized, Kapur can perform additional services to work with authorities to update TMDL revised basins and update the GIS.

SCHEDULE

Work can begin shortly after notice to proceed. Survey will be completed upon snow melt. Analysis can be complete late spring or summer 2021. Final plans can be complete late fall or winter of 2021/2022 for construction in 2022.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown, are estimated to be \$58,839. The fees will be charged as time and materials not to exceed.

ACCEPTANCE

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

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

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

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

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

Article 2 Schedule of Services

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

Article 3 CLIENT's Responsibility

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

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

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

Article 4 Payment Terms

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

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

Article 5 Term and Termination

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

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

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

Article 6 Indemnity

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

Article 7 Ownership and Copyright of Documents

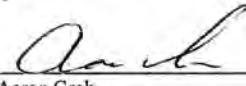
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional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

Article 8 Electronic Media

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

ENGINEER

Kapur

By: 
Print: Aaron Groh
Title: Associate/Milwaukee Municipal Manager
Date: 3-2-21

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

CLIENT

Village of Fox Point

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



**DESIGN SERVICES FOR
DRAINAGE STUDY FOR
BYWATER AREA AND PORTAGE AREA
VILLAGE OF FOX POINT, WISCONSIN
MARCH 2, 2021**

TASK	Project Manager	Civil Project Engineer II	Civil Staff Engineer I	Engineering Tech / Designer II	Project Surveyor	One Man Survey Crew	Survey Technician I	Total Task Hours	Total Task Cost
	\$159.00	\$112.00	\$91.00	\$83.00	\$112.00	\$114.00	\$83.00		
1A - PROJECT MANAGEMENT									
Project kick-off meeting	2	2	2					6	\$724.00
Progress Meeting (1)	2	2	2					6	\$724.00
Administration and Coordination	4							4	\$636.00
PROJECT MANAGEMENT SUBTOTAL	8	4	4	0	0	0	0	16	\$2,084.00
1B - SURVEY									
Culvert and Storm Structure As-builts					20	50	24	94	\$9,932.00
SURVEY SUBTOTAL	0	0	0	0	20	50	24	94	\$9,932.00
1C - DRAINAGE STUDY SERVICES									
HydroCAD Modeling		4	32					36	\$3,360.00
Alternatives Analysis		8	40					48	\$4,536.00
Field Reviews		4	4					8	\$812.00
Downstream Ravine Analysis		6	12					18	\$1,764.00
TMDL Considerations		8	4					12	\$1,260.00
Draft Report	2	8	4					14	\$1,578.00
Final Report	2	6	4					12	\$1,354.00
Mileage									\$50.00
DRAINAGE STUDY SERVICES SUBTOTAL	4	44	100	0	0	0	0	148	\$14,714.00
2A - PROJECT MANAGEMENT									
Project kick-off meeting	2	2	2					6	\$724.00
Progress Meeting (1)	2	2	2					6	\$724.00
Administration and Coordination	4							4	\$636.00
PROJECT MANAGEMENT SUBTOTAL	8	4	4	0	0	0	0	16	\$2,084.00
2B - SURVEY									
Full topo from R/W to R/W in areas identified in proposal (w/Diggers)					16	80	48	144	\$14,896.00
SURVEY SUBTOTAL	0	0	0	0	16	80	48	144	\$14,896.00
2C - FINAL DESIGN									
Storm sewer	1	4	24	16				45	\$4,119.00
Roadway	1	4	40	20				65	\$5,907.00
Traffic Control		2	6	2				10	\$936.00
Bidding & CD's	8		2					10	\$1,454.00
Cost Estimate	2		4					6	\$682.00
GIPP Grant Application			8					8	\$728.00
Qa/Qc		8	1	2				11	\$1,153.00
Mileage								0	\$150.00
FINAL DESIGN SUBTOTAL	12	18	85	40	0	0	0	155	\$15,129.00
TOTAL HOURS	32	70	193	40	36	130	72	573	
DESIGN COST	\$5,088.00	\$7,840.00	\$17,563.00	\$3,320.00	\$4,032.00	\$14,820.00	\$5,976.00		\$58,839.00



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: March 1, 2021

Re: Recommendation for Acceptance of Bid for the 2021 Greenvale Road Stormwater Improvement Project

The 2021 Greenvale Road Stormwater Improvement Project will be completed on the vacant parcel the Village purchased last summer and includes removal of the old storm sewer pipe, excavation of the soils on the parcel, construction of a bioretention area and reconstruction of storm sewers into the bioretention area. The work was designed by Kapur & Associates and includes a Department of Natural Resources (DNR) grant in the amount of approximately \$57,000 to complete the work. A green infrastructure grant will also be requested from the Milwaukee Metropolitan Sewerage District (MMSD).

The bid opening for the project was held on February 17, 2021 and seven bidders submitted a bid for the work – ranging in price from \$91,410 up to \$204,969.50 with the engineer's cost estimate at \$190,490. The low bidder for the work was All-Ways Contractors Inc. in the amount of \$91,410. Given that they and one other contractor (Workman Enterprises at \$91,667.70) were less than half the engineer's cost estimate, there were concerns about their ability to complete the work. One of the largest cost savings for the project in All-Ways' bid was the construction of the bioretention facility in which they were anywhere from \$11,000 to \$46,000 less costly than some of the other bidders. Staff and our consultant, therefore, followed up with their references and spoke with their Vice President and learned that they create their own engineered soils for bioretention facilities which allows them to be far more competitive with their bids.

After speaking with the Vice President and their references, both staff and Kapur & Associates are comfortable that they are equipped to perform the work. Therefore, it is my recommendation that the Village Board accept the bid of All-Ways Contractors Inc. in the amount of \$91,410 to perform the work. \$175,000 has been budgeted to complete the work which includes construction and construction management (inspection) costs. Given that we will receive funding from the DNR and possibly from MMSD for this project, we will be significantly under budget in performing this work. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.

VILLAGE HALL

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

February 22, 2021

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

RE: Greenvale Storm Water Drainage Improvement Project

Dear Mr. Brandmeier:

Bids were received from seven (7) Contractors to complete Greenvale Storm Water Drainage Improvement Project.

After reviewing of the bids, it was determined that All-Ways Contractors, Inc. is the apparent low bidder with the total base bid amount of \$91,410.00.

All-Ways Contractors, Inc. has performed this type of work on previous their projects and the firm is qualified to complete the items under this contract.

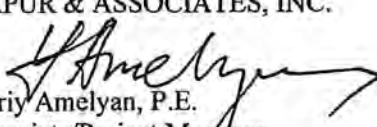
Kapur & Associates, Inc. recommends to award of this contract to All-Ways Contractors, Inc. with the total base bid amount of \$91,410.00.

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

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

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Associate/Project Manager

Greenville Storm Water Drainage Improvement (#7390011)
Owner: Village of Fox Point
Solicitor: Kapur & Associates, Inc
02/17/2021 10:00 AM CST

Line Item	Item Code	Item Description	UNIT	QTY	All-Ways Contractors, Inc.		Workman Enterprises		Payne & Dolan, Inc.		C.W. Purpero, Inc		WSO Grading and Excavating LLC		Highway Landscapers, Inc.		CornerStone One LLC		Engineer Estimate	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	201.012	Clearing	ID	500	\$8.25	\$4,125.00	\$6.00	\$3,000.00	\$9.68	\$4,840.00	\$11.00	\$5,500.00	\$14.00	\$7,000.00	\$15.00	\$7,500.00	\$21.00	\$10,500.00	\$30.00	\$15,000.00
2	201.022	Grubbing	ID	540	\$5.00	\$2,700.00	\$6.50	\$3,510.00	\$8.96	\$4,838.40	\$4.00	\$2,160.00	\$6.50	\$3,510.00	\$15.00	\$8,100.00	\$20.10	\$10,954.00	\$15.00	\$8,100.00
3	204.01	Concrete Pavement Removal	SY	355	\$5.00	\$1,775.00	\$9.00	\$3,195.00	\$5.58	\$1,980.90	\$8.00	\$2,840.00	\$22.00	\$7,810.00	\$7.00	\$2,485.00	\$22.00	\$7,810.00	\$8.00	\$2,840.00
4	416.017	Concrete Driveway 7-Inch	SY	50	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$129.33	\$6,466.50	\$115.00	\$5,750.00	\$90.00	\$4,500.00	\$130.00	\$6,500.00	\$81.00	\$4,050.00	\$60.00	\$3,000.00
5	465.011	Asphaltic Surface Patching	TON	20	\$215.00	\$4,300.00	\$176.00	\$3,520.00	\$118.34	\$2,366.80	\$170.00	\$3,400.00	\$190.00	\$3,800.00	\$250.00	\$5,000.00	\$243.00	\$4,860.00	\$200.00	\$4,000.00
6	521.1015	Apron Endwalls for Culvert Pipe Steel 15-Inch	EACH	3	\$185.00	\$555.00	\$250.00	\$750.00	\$395.20	\$1,185.60	\$375.00	\$1,125.00	\$235.00	\$705.00	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00
7	530.0115	Culvert Pipe Corrugated Polyethylene 15-Inch	LF	215	\$36.30	\$7,804.50	\$27.88	\$5,994.20	\$45.94	\$9,877.10	\$77.00	\$16,555.00	\$48.00	\$10,320.00	\$62.00	\$13,330.00	\$27.90	\$5,998.50	\$70.00	\$15,050.00
8	611.2005	Manhole 5-FT Diameter with R-1772 Frame and Lid	EACH	1	\$2,995.00	\$2,995.00	\$4,450.00	\$4,450.00	\$4,131.88	\$4,131.88	\$4,500.00	\$4,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$8,473.00	\$8,473.00	\$4,000.00	\$4,000.00
9	643.5	Traffic Control	LS	1	\$750.00	\$750.00	\$7,500.00	\$7,500.00	\$590.26	\$590.26	\$3,000.00	\$3,000.00	\$6,200.00	\$6,200.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00
10	SPV.1000	Bioretention Facility	LS	1	\$29,150.00	\$29,150.00	\$18,025.00	\$18,025.00	\$47,000.00	\$47,000.00	\$48,000.00	\$48,000.00	\$65,700.00	\$65,700.00	\$60,480.00	\$60,480.00	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00
11	SPV.2000	General removals including channel, light pole, wood foot bridge, pipe, and fence	LS	1	\$1,865.00	\$1,865.00	\$2,450.00	\$2,450.00	\$6,791.50	\$6,791.50	\$12,000.00	\$12,000.00	\$6,900.00	\$6,900.00	\$23,500.00	\$23,500.00	\$16,446.00	\$16,446.00	\$5,000.00	\$5,000.00
12	SPV.3000	Nyloplast Drain Basin 24-Inch with Standard Grate	EACH	1	\$2,115.00	\$2,115.00	\$3,381.00	\$3,381.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$2,986.00	\$2,986.00	\$1,500.00	\$1,500.00	\$6,386.00	\$6,386.00	\$2,000.00	\$2,000.00
13	SPV.4000	PVC Storm Sewer 36-Inch (Excavated Backfill)	LF	170	\$83.65	\$14,220.50	\$76.15	\$12,945.50	\$79.42	\$13,501.40	\$123.00	\$20,910.00	\$96.00	\$16,320.00	\$105.00	\$17,850.00	\$223.00	\$37,910.00	\$150.00	\$25,500.00
14	SPV.5000	Inlet 6-FT Diameter with R-2502-D Frame and Grate	EACH	1	\$3,860.00	\$3,860.00	\$7,900.00	\$7,900.00	\$5,170.39	\$5,170.39	\$4,700.00	\$4,700.00	\$3,986.50	\$3,986.50	\$4,250.00	\$4,250.00	\$23,382.00	\$23,382.00	\$5,000.00	\$5,000.00
15	SPV.6000	Landscaping Plantings	LS	1	\$7,880.00	\$7,880.00	\$7,572.00	\$7,572.00	\$11,987.00	\$11,987.00	\$17,000.00	\$17,000.00	\$19,250.00	\$19,250.00	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
16	SPV.7000	Restoration Outside Bioretention	SY	900	\$2.85	\$2,565.00	\$2.75	\$2,475.00	\$7.42	\$6,678.00	\$13.00	\$11,700.00	\$7.65	\$6,885.00	\$7.00	\$6,300.00	\$8.00	\$7,200.00	\$8.00	\$7,200.00
Base Bid Total for Greenville Storm Water Drainage Improvement:						\$91,410.00		\$91,667.70		\$134,405.73		\$162,140.00		\$169,472.50		\$180,745.00		\$204,969.50		\$190,490.00



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: March 1, 2021

Re: Recommendation for Acceptance of Proposal for Inspection Services for the 2021 Greenvale Road Stormwater Improvement Project

The 2021 Greenvale Road Stormwater Improvement Project will be completed on the vacant parcel the Village purchased last summer and includes removal of the old storm sewer pipe, excavation of the soils on the parcel, construction of a bioretention area and reconstruction of storm sewers into the bioretention area. The work was designed by Kapur & Associates and includes a Department of Natural Resources (DNR) grant in the amount of approximately \$57,000 to complete the work. A green infrastructure grant will also be requested from the Milwaukee Metropolitan Sewerage District (MMSD).

The bid opening for the project was held on February 17, 2021 and seven bidders submitted a bid for the work – ranging in price from \$91,410 up to \$204,969.50 with the engineer's cost estimate at \$190,490. The low bidder for the work was All-Ways Contractors Inc. in the amount of \$91,410. Kapur & Associates performed the design services for the work to be performed. Therefore, I solicited a proposal from Kapur to perform both the construction inspection services and all of the necessary survey and as-built documentation. They submitted a proposal in an amount not to exceed \$25,754 that includes three weeks of full-time inspection and one week of part time inspection. The bulk of the cost is related to on-site inspection activities (\$12,600) and construction staking due to the amount of soils being removed and replaced (\$6,422) while the remaining costs are related to meetings, processing pay requests, completing as-built documentation and incorporating data into GIS.

While the costs seem higher proportionate to the construction costs, this is due in part to the fact the contractor will be supplying the engineered soils for the bioretention area which results in significant construction cost savings for the Village. Nonetheless, based on the anticipated construction schedule, I find that the proposed fees are reasonable and, as a result, recommend that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$25,754 to perform the work. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.

**CONTRACT BETWEEN
VILLAGE OF FOX POINT AND KAPUR & ASSOCIATES, INC.
CONSTRUCTION MANAGEMENT FOR GREENVALE STORM WATER DRAINAGE
IMPROVEMENT**

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

The project is located on a vacant lot between 8307 and 8321 N. Greenvale Road, approximately 200 feet north of E. Spooner Road.

Major work items and approximate quantities for which bids are requested include: 540 inch diameter of clearing and grubbing, 1 lump sum bioretention facility (engineered soil, underdrains, outlet structure, etc.), 350 square yards of concrete pavement removal, 1 lump sum general site removals, 50 SY of concrete driveway, 165 lineal feet of 15-inch HDPE storm sewer, 100 lineal feet of 36-inch PVC storm sewer.

The scope of construction management services for Greenvale Storm Water Drainage Improvement includes:

1. Meetings with the Village Staff, Contractors and residents
2. Shop drawing/submittals review and approval
3. Construction staking
4. Construction inspection 20 days (150 hours): assumes 15 working days at 8 hours per a day and 5 days at 6 hours per day
5. Payment recommendation
6. Project close out activities, As-Builts, incorporation into GIS system

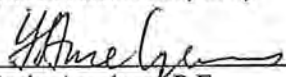
Our fees for the above are detailed in the attached Fee Schedule.

The not to exceed fee for performing the construction management is \$25,754.00

As always, Fox Point will only billed for the actual hours incurred.

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

For Kapur & Associates, Inc.,

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

Date: 3-03-2021

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____

COST NOT TO EXCEED

VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	Project Engineer	Construction Inspector	RLS	Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
	\$159.00	\$109.00	\$84.00	\$108.00	\$115.00	\$80.00		
1. Meetings with the Village staff and Contractors	4	4					8	\$1,072.00
2. Shop drawing/submittals review and approval	2	8					10	\$1,190.00
3. Construction staking	2			8	40	8	58	\$6,422.00
4. Construction inspection			150				150	\$12,600.00
5. Payment recommendation	8		6				14	\$1,776.00
7. Project close out activities, As-Builts, incorporation into GIS system	2	4	10			10	26	\$2,394.00
8. Reimbursable expenses								\$300.00
TOTAL CONSTRUCTION MANAGEMENT:	18	16	166	8	40	18	266	\$25,754.00

GREENVALE STORM WATER IMPROVEMENT
Village of Fox Point





To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 1, 2021
Re: Recommendation for Acceptance of Bid for 2021 Sanitary and Storm Sewer Reconstruction

In addition to the sanitary and storm sewer lining project, the Village is performing spot repairs/excavations of two sanitary sewer locations (Bell and Goodrich) and repairing the outfall structures of two storm sewers (Holly Court and Santa Monica). The spot repairs are proposed to address failures within the pipe segments and the outfall repairs are proposed to address collapses on the outlets of the storm sewers.

Three bids were received for the project as shown on the attached recommendation letter and bid tab summary. The low bidder for the work is Globe Contractors, Inc. in the amount of \$67,700. The Village budgeted \$370,000 for construction and inspection services associated with the work (spread across the sanitary and storm accounts for two different projects). Combined with the sanitary sewer lining work (\$204,862.50) and construction inspection costs for both projects (\$36,082), the Village is approximately \$60,000 under budget.

Based on my review of the bids, it is my recommendation that the bid be awarded to Globe Contractors, Inc. in the amount of \$67,700 and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.

February 25, 2021

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

RE: 2021 Sanitary and Storm Sewer Rehabilitation Project (Open Cut Excavation), Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from three (3) Contractors to complete the 2021 Sanitary and Storm Sewer Rehabilitation Project (Open Cut Excavation): Globe Contractors, Inc., Mid City Corporation and American Sewer Services.

After review of the bids, it was determined that Globe Contractors, Inc. is the apparent low bidder with a total bid amount \$67,700.00.

Globe Contractors, Inc. has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

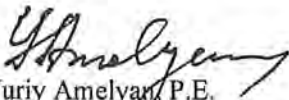
Kapur & Associates, Inc. recommends the award of this contract to Globe Contractors, Inc. in the amount of \$67,700.00.

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

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

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Associate/Project Manager

BID OPENING: 10:00 a.m. on Tuesday, February 23, 2021

A. UNIT PRICE BASE BID		QTY.	UNIT
ITEM #	ITEM		
1	Sanitary Sewer Spot Repair 8-Inch at Goodrich Lane	1	LS
2	(Granular Backfill) All Inclusive.	1	LS
3	Sanitary Sewer Spot Repair 8-Inch at Bell Road	1	LS
4	(Granular Backfill and Asphalt Patching) All Inclusive	1	LS
5	Storm Sewer 15-Inch Outfall Repair at Santa Monica Blvd. /UP Railroad. All Inclusive (See drawing and specs)	1,000	SY
6	Storm Sewer 21-Inch Outfall Repair at Holly Court / UP Railroad. All Inclusive (See drawing and specs)	1	L.S.
TOTAL BASE BID:			

[illegible]



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 1, 2021
Re: Recommendation for Acceptance of Proposal for 2021 Sanitary and Storm Sewer Inspection Services

In addition to the sanitary and storm sewer lining project, the Village retained Kapur & Associates to prepare the design and bid documents associated with two sanitary sewer spot repairs (Bell and Goodrich) and to repair the outfall structures of two storm sewers located on Holly Court and Santa Monica Boulevard. This work is proposed to be completed prior to the lining of the sanitary and storm sewer pipes.

The bid opening was held on February 23, 2021 and three contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$13,416 to provide inspection services throughout the project which contemplates eight days of construction. The actual cost will decrease if the work is completed by the contractor in less than eight work days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$13,416 for construction management and inspection services associated with the project and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate funding available in the sanitary sewer fund to cover the cost of this project.

VILLAGE HALL

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

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

**CONSTRUCTION MANAGEMENT FOR 2021 SANITARY AND STORM SEWER
RECONSTRUCTION PROJECT (OPEN CUT EXCAVATION)**

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

The project location:

1. E. Goodrich Lane between sanitary MH 08-181 and MH 08-091
2. N. Bell Road between sanitary MH 05-103 and MH 05-116
3. Storm Sewer from Santa Monica Blvd. toward UP Railroad
4. Storm Sewer from Holly Court toward UP Railroad.

Sanitary Sewer Spot Repair:

- 8-inch sanitary sewer spot repair at E. Goodrich Lane between sanitary MH 08-181 and MH 08-091
- 8-inch sanitary sewer spot repair at N. Bell Road between sanitary MH 05-103 and MH 05-116

Storm Sewer Spot Repair:

- 15-Inch RCP storm sewer outfall repair
- 21-Inch VCP storm sewer outfall repair

The scope of construction management services for 2021 sanitary and storm rehabilitation project (open cut excavation) includes:

1. Meetings with the Village Staff, Contractors and residents
2. Shop drawing/submittals review and approval
3. Construction staking
4. Construction inspection: assumes 8 working day at 8 hours per a day.
5. Payment recommendation
6. Project close out activities, As-Built, incorporation into GIS system

Our fees for the above are detailed in the attached Fee Schedule.

The not to exceed fee for performing the construction management is \$13,416.00

As always, Fox Point will only bill for the actual hours incurred.



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

For Kapur & Associates, Inc.,

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

Date: _____

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____

COST NOT TO EXCEED

**CONSTRUCTION MANAGEMENT FOR 2021 SANITARY AND STORM SEWER RECONSTRUCTION PROJECT (OPEN CUT EXCAVATION)
(E. GOODRICH LANE, N. BELL ROAD, STORM SEWER FROM SANTA MONICA BLVD. AND STORM SEWER FROM HOLLY COURT)**

VILLAGE OF FOX POINT, WISCONSIN

TASK		Project Manager	Project Engineer	Construction Inspector	RLS	Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
		\$159.00	\$109.00	\$84.00	\$108.00	\$115.00	\$80.00		
1	Meetings with the Village Staff, Contractors and Residents	4	4					8	\$1,072.00
2	Shop drawing/submittals review and approval	2	6					8	\$972.00
3	Construction staking	2			4	10	6	22	\$2,380.00
4	Construction inspection (assuming 8 days of construction at 8 hours per day)			64				64	\$5,376.00
5	Payment recommendation	4		4				8	\$972.00
6	Project close out activities, As-Builts, incorporation into GIS system	2	4	10			10	26	\$2,394.00
7	Reimbursable expenses								\$250.00
TOTAL CONSTRUCTION MANAGEMENT:		14	14	78	4	10	16	136	\$13,416.00



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

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the rehabilitation of sanitary sewers located in Sanitary Sewer Basin Nos. 4 and 5 as well as two storm sewers located on Holly Court and in the 6400 block of Santa Monica. The sanitary sewer work is proposed to address infiltration and inflow that exist in some of the sewers located in this basin. The storm sewer work is proposed to address cracks and joint separation in the pipe segments in order to avoid replacement as these segments are located beneath private property and landscape improvements.

This work will include lining approximately 7,200 feet of sanitary sewer mains and about 500 feet of storm sewer. Kapur & Associates performed the design activities for the project and coordinated the bid opening which was held on February 23, 2021. Three bids were received for the project as shown on the attached recommendation letter and bid tab summary. The low bidder for the work is Visu-Sewer, Inc. in the amount of \$204,862.50. The Village budgeted \$370,000 for construction and inspection services associated with the work (spread across the sanitary and storm accounts for two different projects). Combined with the reconstruction work (\$67,700) and construction inspection costs for both projects (\$36,082), the Village is approximately \$60,000 under budget.

Based on my review of the bids, it is my recommendation that the bid be awarded to Visu-Sewer in the amount of \$204,862.50 and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.

February 25, 2021

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

RE: 2021 Sanitary and Storm Sewer CIPP Rehabilitation Project, Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from three (3) Contractors to complete the 2021 Sanitary and Storm Sewer Rehabilitation Project: Visu-Sewer, Inc., Michels Corporation and Insituform Technologies, LLC.

After review of the bids, it was determined that Visu-Sewer, Inc. is the apparent low bidder with a total bid amount \$204,862.50.

Visu-Sewer, Inc. has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

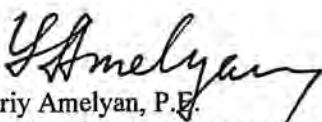
Kapur & Associates, Inc. recommends the award of this contract to Visu-Sewer, Inc. in the amount of \$204,862.50.

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

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

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Associate/Project Manager

BID OPENING: 11:00 a.m. on Tuesday, February 23, 2021

TOTAL BASE BID:



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 1, 2021
Re: Recommendation for Acceptance of Proposal for 2021 Sanitary Sewer Rehabilitation Inspection

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the rehabilitation of sanitary sewers located in Sanitary Sewer Basin Nos. 4 and 5 as well as two storm sewers located on Holly Court and in the 6400 block of Santa Monica. The sanitary sewer work is proposed to address infiltration and inflow that exist in some of the sewers located in this basin. The storm sewer work is proposed to address cracks and joint separation in the pipe segments in order to avoid replacement as these segments are located beneath private property and landscape improvements.

The bid opening was held on February 23, 2021 and three contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$22,666 to provide inspection services throughout the project. In particular, the proposal anticipates work to be completed over approximately 25 days. The actual cost will decrease if the work is completed by the contractor in less than 25 work days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$22,666 for construction management and inspection services associated with the project and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate funding available in the sanitary and storm sewer funds to cover the cost of this project.

**ENGINEERING AGREEMENT
BETWEEN
VILLAGE OF FOX POINT AND KAPUR & ASSOCIATES, INC.
CONSTRUCTION MANAGEMENT FOR 2021 SANITARY AND STORM SEWER CIPP REHABILITATION PROJECT**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the Construction Services for the 2021 Sanitary and Storm Sewer Rehabilitation Project.

This project will consist of installation approximately 7,150 L.F. of sanitary sewer cured-in-place pipe (CIPP) liner and approximately 500 L.F. of storm sewer CIPP liner:

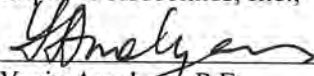
- Sanitary Sewer CIPP Liner, 8-Inch (26 Segments) - 6,350 LF
- Sanitary Sewer CIPP Liner, 10-Inch (1 Segment) - 130 LF
- Sanitary Sewer CIPP Liner, 12-Inch (2 Segments) - 670 LF
- Storm Sewer CIPP Liner, 15-Inch and 21-Inch - 500 LF.

The following scope of work for construction management:

- Pre-Construction conference, preparation and distribution of letter to affected residents
- Shop drawing/submittals review and approval
- Construction inspection is based on work being completed over twenty five (25) working days: (20 days at 8 hours per day and 5 days at 4 hours per day):
 - Field coordination between contractor and residents
 - Check traffic control
 - Inspection of pipeline after cleaning and prep-work prior to lining and check the liner inversion
 - Check the pressure required to hold flexible tube tight against the existing host pipe during and after inversion and until the curing is completed
 - Check the curing and cool down temperatures
 - Check the number of reinstated active laterals after installation of CIPP liner
 - Check tight seal between pipe/liner at the manhole wall
 - Review final video after installation of CIPP liner
 - Review CIPP test report from independent laboratory
 - Payment recommendation
 - Project close out and As-Built & coordination with GIS.

Our construction management fee is detailed in the attached fee schedule. The not to exceed fee for construction management is \$22,666.00 which included reimbursable expenses.

For: Kapur & Associates, Inc.,

By: 

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

Date: 2-25-2021

For: Village of Fox Point,

By: _____

Douglas H. Frazer
Village President

Date: _____

By: _____

Kelly Meyer
Village Clerk/Treasurer

Date: _____

COST NOT TO EXCEED

**2021 SANITARY AND STORM SEWER REHABILITATION CONSTRUCTION MANAGEMENT
VILLAGE OF FOX POINT**

TASK		Project Manager	Construction Project Engineer/ Inspector	Cad Technician	Total Task Hours	Total Task Cost
		\$159.00	\$88.00	\$80.00		
1	Pre-Construction Conference, Preparation and Distribution of Letter to Affected Residents	2	2		4	\$494.00
2	Shop Drawings/Submittals Review/Notice to Proceed	2	8		10	\$1,022.00
3	Construction Inspection, Coordination between Contractor and Residents	8	180		188	\$17,112.00
4	Review Video After Preparation Work and After Installation of CIPP Lining. Review CIPP Test Report From Independent Laboratory and Recommendation for Payment	4	20		24	\$2,396.00
5	Project Closeout and As-Built	2	8	4	14	\$1,342.00
6	Reimbursable Expences					\$300.00
TOTAL:		18	218	4	240	\$22,666.00





To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: March 3, 2021
Re: Recommendation for Acceptance of Bid for 2021 Street and Utility Improvement Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the reconstruction of the road along Santa Monica Boulevard (between School Road and Yates Road) and Regent Road (between Bradley Road and Dean Road). The work will include replacement of the water main on Regent Road, replacement of the water main valves and hydrants on Santa Monica, installation of storm pipes and re-ditching on both roads, construction of two bioretention facilities (one on Acacia and one on Regent), and reconstruction of the roads. The work also includes replacement of the water main on the private road on Goodrich Lane. The Santa Monica portion of the work (road and storm sewer) has been awarded a \$200,000 grant from the Department of Transportation under the Local Road Improvement Program.

A Bid Opening was held on February 25, 2021 and bids were received from six contractors to perform the work. The bid tab summary is attached to this memorandum. Base bids ranged in price between approximately \$2.3 million and \$2.6 million. The village budgeted approximately \$2.6 million to perform the work and the engineer's construction cost estimate was approximately \$2.43 million. The engineer's recommendation letter and bid tab is attached to this memorandum.

After reviewing the bids and speaking with references, it is my recommendation to award the bid to All-Ways Contractors, Inc. in the amount of \$2,301,875.25. All-Ways' bid is approximately \$350,000 below the amounts budgeted in the sanitary and water funds and capital projects fund. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.

March 3, 2021

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

RE: 2021 Road and Utility Reconstruction Project

Dear Mr. Brandmeier:

Bids were received from six (6) Contractors to complete the 2021 Road and Utility Reconstruction Project.

During the bid opening it was determined that All-Ways Contractors, Inc. is the apparent low bidder with a total base bid amount of \$2,301,895.25.

After the reviewing the bids, it was determined that All-Ways Contractors, Inc. had a mathematical error in the base bid and their cost to perform the work was listed as \$2,301,904.70 whereas the actual cost of the work after correcting the math error is \$2,301,875.25. They have submitted a letter to the Village and Kapur indicating they will perform the work for \$2,301,875.25 which is a reduction of \$29.50.

Also, All-Ways Contractors, Inc. will subcontract with UPI Construction, Inc. for the water main installation and Stark Pavement Corp. for the road reconstruction. Both Contractors have performed this type of work on previous their projects and the firms are qualified to complete the items under this contract.

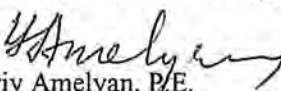
Kapur & Associates, Inc. recommends the award of this contract to All-Ways Contractors, Inc. in the total amount of \$2,301,875.25.

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

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

Sincerely,

KAPUR & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Yuriy Amelyan".

Yuriy Amelyan, P.E.
Associate/Project Manager

2021 ROAD AND UTILITY RECONSTRUCTION PROJECT Regent Rd, Santa Monica Blvd, Acacia Rd & Goodrich Private Rd Village of Fox Point, Wisconsin BID OPENING: 10:00 a.m. Thursday, February 25, 2021 BASE BID										All-Ways Contractors, Inc. P.O. Box 798 Elm Grove, WI 53122 P: 262-789-6944 F: 262-789-6876				LPL LLC 2180 S. Springdale Rd. New Berlin, WI 53146 P: 262-548-0451 F: 262-548-0904				Wood Sewer & Excavating E9238 Civ X New London, WI 54961 P: 920-982-7721 F: 920-982-7809				Five Star Energy Services W22857055 Enterprise Dr Big Bend, WI 53103 P: 262-613-5566 F: 262-364-3268				Globe Contractors, Inc. N50 W23076 Becker Rd. Pewaukee, WI 53072 P: 262-246-0600 F: 262-246-0730				Sogor Sewer & Water LLC 139 E. Packer Ave. Oshkosh, WI 54901 P: 920-233-4869 F: 844-270-6891			
ITEM NO.	ITEM	QTY.	UNIT	UNIT \$		TOTAL		UNIT \$		TOTAL		UNIT \$		TOTAL		UNIT \$		TOTAL		UNIT \$		TOTAL		UNIT \$		TOTAL		UNIT \$		TOTAL			
REGENT ROAD AND REGENT COURT																																	
Road Reconstruction at Regent Road and Regent Court																																	
1	Mill and Remove Approximately 4-Inch of Asphalt Pavement	6,800	SY	\$	3.55	\$	24,140.00	\$	4.25	\$	28,900.00	\$	4.30	\$	29,240.00	\$	4.50	\$	30,600.00	\$	4.10	\$	27,880.00	\$	4.10	\$	27,880.00	\$	4.10	\$	27,880.00		
2	Mill and Remove Approximately 2-Inch of Asphalt Pavement	6,000	SY	\$	2.25	\$	13,500.00	\$	1.90	\$	11,400.00	\$	1.93	\$	11,580.00	\$	2.00	\$	12,000.00	\$	1.84	\$	11,040.00	\$	1.84	\$	11,040.00	\$	1.84	\$	11,040.00		
3	Track Coat	350	GAL	\$	2.30	\$	805.00	\$	2.40	\$	840.00	\$	2.41	\$	843.50	\$	2.50	\$	875.00	\$	2.30	\$	805.00	\$	2.30	\$	805.00	\$	2.30	\$	805.00		
4	HMA Pavement Roadway (3,000' of 4" and 2,400' of 2")	2,300	TON	\$	61.30	\$	140,990.00	\$	63.20	\$	145,360.00	\$	64.36	\$	148,028.00	\$	64.50	\$	148,350.00	\$	61.30	\$	140,990.00	\$	61.30	\$	140,990.00	\$	61.30	\$	140,990.00		
5	HMA Pavement Driveway Approaches (Approx. 44 Each x 7 Ton)	310	TON	\$	120.00	\$	37,200.00	\$	124.00	\$	38,440.00	\$	126.00	\$	39,060.00	\$	126.00	\$	39,060.00	\$	120.00	\$	37,200.00	\$	120.00	\$	37,200.00	\$	120.00	\$	37,200.00		
6	Concrete Driveway 6-Inch	300	SY	\$	70.00	\$	21,000.00	\$	73.50	\$	22,050.00	\$	73.50	\$	22,050.00	\$	73.50	\$	22,050.00	\$	70.00	\$	21,000.00	\$	70.00	\$	21,000.00	\$	70.00	\$	21,000.00		
7	Concrete Sidewalk 5-Inch	60	SF	\$	8.00	\$	480.00	\$	8.25	\$	495.00	\$	8.40	\$	504.00	\$	8.50	\$	510.00	\$	8.00	\$	480.00	\$	8.00	\$	480.00	\$	8.00	\$	480.00		
8	Base Aggregate Dense 3/4-Inch (Shouldering Stone)	220	TON	\$	38.90	\$	8,558.00	\$	43.50	\$	9,570.00	\$	44.25	\$	9,735.00	\$	44.50	\$	9,790.00	\$	42.15	\$	9,273.00	\$	42.15	\$	9,273.00	\$	42.15	\$	9,273.00		
9	Undercutting (EBS of Soft/Yielding Areas)	600	CY	\$	24.85	\$	14,910.00	\$	30.00	\$	18,000.00	\$	31.00	\$	18,600.00	\$	30.50	\$	18,300.00	\$	29.00	\$	17,400.00	\$	29.00	\$	17,400.00	\$	29.00	\$	17,400.00		
10	Geogrid Reinforcement, Type SR	1,200	SY	\$	1.95	\$	2,340.00	\$	3.40	\$	4,080.00	\$	3.41	\$	4,092.00	\$	3.50	\$	4,200.00	\$	3.25	\$	3,900.00	\$	3.25	\$	3,900.00	\$	3.25	\$	3,900.00		
11	Base Aggregate Dense 3-Inch	1,200	TON	\$	21.75	\$	26,100.00	\$	20.10	\$	24,120.00	\$	20.48	\$	24,576.00	\$	20.50	\$	24,600.00	\$	19.50	\$	23,400.00	\$	19.50	\$	23,400.00	\$	19.50	\$	23,400.00		
12	Sanitary Manhole External Seal	8	EACH	\$	1,240.00	\$	9,920.00	\$	1,174.00	\$	9,392.00	\$	1,200.00	\$	9,600.00	\$	1,000.00	\$	8,000.00	\$	1,300.00	\$	10,400.00	\$	1,300.00	\$	10,400.00	\$	1,300.00	\$	10,400.00		
13	Landscaping Restoration (Road and Storm Sewer) -All disturbed areas by road and storm water-related work within the project limits. (Topsoil, Hydroseed, Fertilizer & Photodegradable Erosion Matting)	7,000	SY	\$	5.45	\$	38,150.00	\$	5.60	\$	39,200.00	\$	5.72	\$	40,040.00	\$	5.75	\$	40,250.00	\$	6.00	\$	42,000.00	\$	6.00	\$	42,000.00	\$	6.00	\$	42,000.00		
14	Traffic Control	1	LS	\$	27,525.00	\$	27,525.00	\$	3,000.00	\$	3,000.00	\$	25,000.00	\$	25,000.00	\$	7,500.00	\$	7,500.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00		
Subtotal for Road Reconstruction at Regent Road and Regent Court:				\$	365,618.00	\$	365,618.00	\$	3,000.00	\$	3,000.00	\$	25,000.00	\$	25,000.00	\$	382,948.50	\$	366,085.00	\$	357,768.00	\$	357,768.00	\$	357,768.00	\$	357,768.00	\$	357,768.00	\$	357,768.00		
Storm Water Drainage Improvement at Regent Road and Regent Court																																	
15	Clearing and Grubbing Within the Project Limits	50	ID	\$	95.45	\$	4,772.50	\$	99.00	\$	4,950.00	\$	80.00	\$	4,000.00	\$	79.00	\$	3,950.00	\$	75.00	\$	3,750.00	\$	75.00	\$	3,750.00	\$	75.00	\$	3,750.00		
16	Ditch Grading	4,750	LF	\$	6.15	\$	29,212.50	\$	6.30	\$	29,925.00	\$	10.02	\$	47,595.00	\$	10.00	\$	47,500.00	\$	9.55	\$	45,362.50	\$	9.55	\$	45,362.50	\$	9.55	\$	45,362.50		
17	Install Medium Riprap underlaid with Type HR Geotextile Fabric	20	TON	\$	85.00	\$	1,700.00	\$	72.00	\$	1,440.00	\$	25.00	\$	500.00	\$	60.00	\$	1,200.00	\$	75.00	\$	1,500.00	\$	75.00	\$	1,500.00	\$	75.00	\$	1,500.00		
18	Furnish and Install 10" HDPE Driveway or Cross Culvert (Granular Backfill)	10	LF	\$	50.60	\$	506.00	\$	72.00	\$	720.00	\$	77.00	\$	770.00	\$	100.00	\$	1,000.00	\$	71.00	\$	710.00	\$	71.00	\$	710.00	\$	71.00	\$	710.00		
19	Furnish and Install 10" HDPE Storm Sewer (Excavated Backfill)	200	LF	\$	50.60	\$	10,120.00	\$	72.00	\$	14,400.00	\$	54.00	\$	10,800.00	\$	75.00	\$	15,000.00	\$	53.00	\$	10,600.00	\$	53.00	\$	10,600.00	\$	53.00	\$	10,600.00		
20	Furnish and Install 10" HDPE Storm Sewer (Granular Backfill)	50	LF	\$	50.60	\$	2,530.00	\$	66.00	\$	3,300.00	\$	54.00	\$	2,700.00	\$	98.00	\$	4,900.00	\$	70.00	\$	3,500.00	\$	70.00	\$	3,500.00	\$	70.00	\$	3,500.00		
21	Furnish and Install 12" HDPE Storm Sewer (Excavated Backfill)	1,550	LF	\$	51.50	\$	79,825.00	\$	52.75	\$	81,762.50	\$	53.00	\$	82,125.00	\$	60.00	\$	93,000.00	\$	54.00	\$	83,700.00	\$	54.00	\$	83,700.00	\$	54.00	\$	83,700.00		
22	Furnish and Install 12" HDPE Storm Sewer (Granular Backfill)	895	LF	\$	51.50	\$	46,092.50	\$	59.00	\$	52,805.00	\$	54.00	\$	48,330.00	\$	70.00	\$	62,650.00	\$	55.00	\$	49,225.00	\$	55.00	\$	49,225.00	\$	55.00	\$	49,225.00		
23	Furnish and Install 12" HDPE Driveway or Cross Culvert (Granular Backfill)	450	LF	\$	51.50	\$	23,175.00	\$	77.00	\$	34,650.00	\$	54.00	\$	24,300.00	\$	71.00	\$	31,950.00	\$	70.00	\$	31,500.00	\$	70.00	\$	31,500.00	\$	70.00	\$	31,500.00		
24	Furnish and Install 15" HDPE Storm Sewer (Excavated Backfill)	200	LF	\$	59.75	\$	11,950.00	\$	59.00	\$	11,800.00	\$	63.00	\$	12,600.00	\$	65.00	\$	13,000.00	\$	60.00	\$	12,000.00	\$	60.00	\$	12,000.00	\$	60.00	\$	12,000.00		
25	Furnish and Install 18" HDPE Storm Sewer (Excavated Backfill)	315	LF	\$	61.25	\$	19,293.75	\$	65.00	\$	20,475.00	\$	58.00	\$	18,270.00	\$	75.00	\$	23,625.00	\$	61.00	\$	19,215.00	\$	61.00	\$	19,215.00	\$	61.00	\$	19,215.00		
26	Furnish and Install 18" HDPE Storm Sewer (Granular Backfill)	230	LF	\$	61.25	\$	14,087.50	\$	71.00	\$	16,330.00	\$	64.00	\$	14,720.00	\$	80.00	\$	18,400.00	\$	80.00	\$	18,400.00	\$	80.00	\$	18,400.00	\$	80.00	\$	18,400.00		
27	Furnish and Install 24" HDPE Storm Sewer (Granular Backfill)	55	LF	\$	68.45	\$	3,764.75	\$	85.00	\$	4,675.00	\$	82.00	\$	4,510.00	\$	100.00	\$	5,500.00	\$	100.00	\$	5,500.00	\$	100.00	\$	5,500.00	\$	100.00	\$	5,500.00		
28	Furnish and Install 12" Nyloplast Drain (All Inclusive, Inline Tee or 90-deg)	39	EACH	\$	855.00	\$	33,345.00	\$	1,622.00	\$	63,258.00	\$	2,000.00	\$	78,000.00	\$	1,000.00	\$	39,000.00	\$	1,350.00	\$	52,650.00	\$	1,350.00	\$	52,650.00	\$	1,350.00	\$	52,650.00		

29	Furnish and Install 18" Nyloplast Drain Basin (All Inclusive)	4	EACH	\$ 2,035.00	\$ 8,140.00	\$ 2,315.00	\$ 9,260.00	\$ 2,100.00	\$ 8,400.00	\$ 1,100.00	\$ 4,400.00	\$ 1,600.00	\$ 6,400.00	\$ 1,200.00	\$ 4,800.00
30	Furnish and Install 24" Nyloplast Drain Basin (All Inclusive)	7	EACH	\$ 1,455.00	\$ 10,185.00	\$ 2,782.00	\$ 19,474.00	\$ 2,200.00	\$ 15,400.00	\$ 1,500.00	\$ 10,500.00	\$ 2,000.00	\$ 14,000.00	\$ 1,800.00	\$ 12,600.00
31	Furnish and Install 30" Nyloplast Drain Basin (All Inclusive)	1	EACH	\$ 2,590.00	\$ 2,590.00	\$ 3,450.00	\$ 3,450.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00
32	Furnish and Install 12" Dome Grate	39	EACH	\$ 700.00	\$ 27,300.00	\$ 262.00	\$ 10,218.00	\$ 100.00	\$ 3,900.00	\$ 400.00	\$ 15,600.00	\$ 140.00	\$ 5,460.00	\$ 320.00	\$ 12,480.00
33	Furnish and Install 18" Dome Grate	4	EACH	\$ 800.00	\$ 3,200.00	\$ 445.00	\$ 1,780.00	\$ 300.00	\$ 1,200.00	\$ 600.00	\$ 2,400.00	\$ 400.00	\$ 1,600.00	\$ 350.00	\$ 1,400.00
34	Furnish and Install 24" Dome Grate	7	EACH	\$ 1,090.00	\$ 7,000.00	\$ 584.00	\$ 4,088.00	\$ 350.00	\$ 2,450.00	\$ 800.00	\$ 5,600.00	\$ 460.00	\$ 3,220.00	\$ 380.00	\$ 2,660.00
35	Furnish and Install 30" Standard Grate	1	EACH	\$ 1,500.00	\$ 1,500.00	\$ 888.00	\$ 888.00	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 790.00	\$ 790.00	\$ 400.00	\$ 400.00
36	Furnish and Install Precast Manhole (4-FT) (All Inclusive) with Frame and Lid R-1510-A	1	EACH	\$ 1,980.00	\$ 1,980.00	\$ 2,338.00	\$ 2,338.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,660.00	\$ 1,660.00	\$ 4,000.00	\$ 4,000.00
37	Repair Existing Nyloplast Structure Pipe Connections	2	EACH	\$ 875.00	\$ 1,750.00	\$ 1,875.00	\$ 3,750.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,380.00	\$ 2,760.00	\$ 350.00	\$ 700.00
38	Pipe Anchors (per location) - Undistributed	40	EACH	\$ 50.00	\$ 2,000.00	\$ 250.00	\$ 10,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 200.00	\$ 8,000.00	\$ 100.00	\$ 4,000.00
39	Construction of Bioswale at Regent Court #3 (All Inclusive, Approx. 400 LF)	1	LS	\$ 39,285.00	\$ 39,285.00	\$ 43,542.00	\$ 43,542.00	\$ 40,000.00	\$ 40,000.00	\$ 41,250.00	\$ 41,250.00	\$ 44,000.00	\$ 44,000.00	\$ 40,000.00	\$ 40,000.00
40	Temporary Ditch Checks (per location) - 6" Sediment Logs	70	EACH	\$ 50.00	\$ 3,500.00	\$ 51.50	\$ 3,605.00	\$ 100.00	\$ 7,000.00	\$ 55.00	\$ 3,850.00	\$ 50.00	\$ 3,500.00	\$ 50.00	\$ 3,500.00
Subtotal for Storm Water Drainage Improvement at Regent Road and Regent Court:				\$	\$ 388,804.50	\$	\$ 452,883.50	\$	\$ 440,245.00	\$	\$ 455,475.00	\$	\$ 432,102.50	\$	\$ 481,630.00
Water Main Relay at Regent Road and Regent Court															
41	Furnish and Install 8-Inch Water Main (Open Cut Trench Installation - All Inclusive)	3,330	LF	\$ 94.00	\$ 313,020.00	\$ 100.00	\$ 333,000.00	\$ 105.00	\$ 349,650.00	\$ 112.00	\$ 372,960.00	\$ 128.00	\$ 426,240.00	\$ 136.00	\$ 452,880.00
42	Furnish and Install 6-Inch Water Main (Open Cut Trench Installation - All Inclusive)	6	LF	\$ 269.00	\$ 1,614.00	\$ 260.00	\$ 1,560.00	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00	\$ 230.00	\$ 1,380.00	\$ 200.00	\$ 1,200.00
43	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	13	EACH	\$ 1,974.00	\$ 25,662.00	\$ 1,974.00	\$ 25,662.00	\$ 2,000.00	\$ 26,000.00	\$ 2,000.00	\$ 26,000.00	\$ 2,300.00	\$ 29,900.00	\$ 1,510.00	\$ 19,630.00
44	6-Inch PVC Hydrant Lead (Granular Backfill)	170	LF	\$ 125.00	\$ 21,250.00	\$ 125.00	\$ 21,250.00	\$ 150.00	\$ 25,500.00	\$ 95.00	\$ 16,150.00	\$ 140.00	\$ 23,800.00	\$ 100.00	\$ 17,000.00
45	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	8	EACH	\$ 6,323.00	\$ 50,584.00	\$ 6,323.00	\$ 50,584.00	\$ 6,500.00	\$ 52,000.00	\$ 5,000.00	\$ 40,000.00	\$ 5,300.00	\$ 46,400.00	\$ 4,860.00	\$ 38,880.00
46	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	2,950	LF	\$ 56.00	\$ 165,200.00	\$ 56.00	\$ 165,200.00	\$ 70.00	\$ 206,500.00	\$ 70.00	\$ 206,500.00	\$ 101.00	\$ 297,950.00	\$ 100.00	\$ 295,000.00
47	Furnish and Install 1-1/4-Inch Corporation Stop	54	EACH	\$ 1,117.00	\$ 60,318.00	\$ 1,117.00	\$ 60,318.00	\$ 635.00	\$ 34,290.00	\$ 1,250.00	\$ 67,500.00	\$ 425.00	\$ 22,950.00	\$ 380.00	\$ 20,520.00
48	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	54	EACH	\$ 653.00	\$ 35,262.00	\$ 653.00	\$ 35,262.00	\$ 400.00	\$ 21,600.00	\$ 750.00	\$ 40,500.00	\$ 293.00	\$ 15,822.00	\$ 360.00	\$ 19,440.00
49	Cap and Abandon Existing Watermain (Per Location)	6	EACH	\$ 1,624.00	\$ 9,744.00	\$ 1,624.00	\$ 9,744.00	\$ 510.00	\$ 3,060.00	\$ 6,000.00	\$ 36,000.00	\$ 500.00	\$ 3,000.00	\$ 850.00	\$ 5,100.00
50	Landscaping Restoration - All disturbed areas by water main reconstruction within the project limits. (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	1,700	SY	\$ 5.45	\$ 9,265.00	\$ 5.60	\$ 9,520.00	\$ 5.45	\$ 9,265.00	\$ 5.75	\$ 9,775.00	\$ 6.00	\$ 10,200.00	\$ 6.00	\$ 10,200.00
Subtotal for Water Main Relay at Regent Road and Regent Court:				\$	\$ 691,919.00	\$	\$ 712,154.00	\$	\$ 728,885.00	\$	\$ 816,285.00	\$	\$ 877,642.00	\$	\$ 879,850.00
TOTAL for REGENT ROAD AND REGENT COURT:				\$	\$ 1,446,341.50	\$	\$ 1,519,734.50	\$	\$ 1,552,078.50	\$	\$ 1,637,845.00	\$	\$ 1,667,512.50	\$	\$ 1,725,348.00
SANTA MONICA BOULEVARD															
Road Reconstruction at Santa Monica Boulevard															
51	Mill and Remove Approximately 3-Inch of Asphalt Pavement (2,000' x 25')	6,000	SY	\$ 4.05	\$ 24,300.00	\$ 4.75	\$ 28,500.00	\$ 4.75	\$ 28,500.00	\$ 4.75	\$ 28,500.00	\$ 4.52	\$ 27,120.00	\$ 4.60	\$ 27,600.00
52	Removing Concrete Sidewalk	30	SY	\$ 14.00	\$ 420.00	\$ 5.00	\$ 150.00	\$ 25.00	\$ 750.00	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00
53	Removing Concrete Curb & Gutter	65	LF	\$ 9.70	\$ 630.50	\$ 2.00	\$ 130.00	\$ 10.00	\$ 650.00	\$ 15.00	\$ 975.00	\$ 10.00	\$ 650.00	\$ 10.00	\$ 650.00
54	Tack Coat	190	GAL	\$ 2.30	\$ 437.00	\$ 2.40	\$ 456.00	\$ 2.42	\$ 459.80	\$ 2.50	\$ 475.00	\$ 2.30	\$ 437.00	\$ 2.50	\$ 475.00
55	HMA Pavement Roadway	2,050	TON	\$ 57.50	\$ 117,875.00	\$ 59.25	\$ 121,462.50	\$ 60.38	\$ 123,779.00	\$ 60.50	\$ 124,025.00	\$ 57.50	\$ 117,875.00	\$ 57.50	\$ 117,875.00
56	HMA Pavement Driveway Approaches (Approx. 18 Each x 7 Ton)	130	TON	\$ 120.00	\$ 15,600.00	\$ 124.00	\$ 16,120.00	\$ 126.00	\$ 16,380.00	\$ 126.00	\$ 16,380.00	\$ 120.00	\$ 15,600.00	\$ 120.00	\$ 15,600.00
57	Concrete Sidewalk 5"	390	SF	\$ 8.00	\$ 3,120.00	\$ 8.25	\$ 3,217.50	\$ 8.40	\$ 3,276.00	\$ 8.50	\$ 3,315.00	\$ 8.00	\$ 3,120.00	\$ 8.00	\$ 3,120.00

58	Concrete Curb and Gutter 19-Inch	35	LF	\$ 35.00	\$ 1,235.00	\$ 37.00	\$ 1,295.00	\$ 36.75	\$ 1,286.25	\$ 36.75	\$ 1,286.25	\$ 35.00	\$ 1,225.00	\$ 35.00	\$ 1,225.00
59	Concrete Curb and Gutter 31-Inch	30	LF	\$ 45.00	\$ 1,350.00	\$ 47.00	\$ 1,410.00	\$ 47.25	\$ 1,417.50	\$ 47.25	\$ 1,417.50	\$ 45.00	\$ 1,350.00	\$ 44.50	\$ 1,335.00
60	Joint Repair (Bridge) with Non-Shrink Grout	110	CF	\$ 490.00	\$ 53,900.00	\$ 95.00	\$ 10,450.00	\$ 40.00	\$ 4,400.00	\$ 40.00	\$ 4,400.00	\$ 150.00	\$ 16,500.00	\$ 65.00	\$ 5,500.00
61	Curb Repair (Bridge)	15	LF	\$ 345.00	\$ 5,175.00	\$ 65.00	\$ 975.00	\$ 130.00	\$ 1,950.00	\$ 100.00	\$ 1,500.00	\$ 160.00	\$ 2,400.00	\$ 100.00	\$ 1,500.00
62	Concrete Surface Repair (Bridge)	60	SF	\$ 345.00	\$ 20,700.00	\$ 200.00	\$ 12,000.00	\$ 150.00	\$ 9,000.00	\$ 100.00	\$ 6,000.00	\$ 130.00	\$ 7,800.00	\$ 100.00	\$ 6,000.00
63	Base Aggregate Dense 1 1/4-Inch	1,320	TON	\$ 18.65	\$ 24,618.00	\$ 20.10	\$ 26,532.00	\$ 20.48	\$ 27,033.60	\$ 20.50	\$ 27,060.00	\$ 19.50	\$ 25,740.00	\$ 19.50	\$ 25,740.00
64	Geogrid Reinforcement (New Shoulder Area), Type SR	1,300	SY	\$ 1.95	\$ 2,535.00	\$ 3.50	\$ 4,550.00	\$ 3.41	\$ 4,433.00	\$ 3.50	\$ 4,550.00	\$ 3.25	\$ 4,225.00	\$ 3.25	\$ 4,225.00
65	Crushed Aggregate 3/4-Inch Shouldering Material	15	TON	\$ 38.90	\$ 583.50	\$ 93.00	\$ 1,395.00	\$ 94.00	\$ 1,410.00	\$ 94.00	\$ 1,410.00	\$ 30.00	\$ 450.00	\$ 30.00	\$ 450.00
66	Excavation Common (New Shoulder Area)	650	CY	\$ 24.85	\$ 16,152.50	\$ 30.00	\$ 19,500.00	\$ 30.45	\$ 19,792.50	\$ 30.50	\$ 19,825.00	\$ 29.00	\$ 18,850.00	\$ 29.00	\$ 18,850.00
67	Undercutting (EBS of Soft Yielding Areas)	700	CY	\$ 24.85	\$ 17,395.00	\$ 30.00	\$ 21,000.00	\$ 30.45	\$ 21,315.00	\$ 30.50	\$ 21,350.00	\$ 29.00	\$ 20,300.00	\$ 29.00	\$ 20,300.00
68	Geogrid Reinforcement (EBS), Type SR	1,000	SY	\$ 1.95	\$ 1,950.00	\$ 3.50	\$ 3,500.00	\$ 3.41	\$ 3,410.00	\$ 3.50	\$ 3,500.00	\$ 3.25	\$ 3,250.00	\$ 3.25	\$ 3,250.00
69	Base Aggregate Dense 3-Inch	1,400	TON	\$ 21.75	\$ 30,450.00	\$ 20.10	\$ 28,140.00	\$ 20.48	\$ 28,672.00	\$ 20.50	\$ 28,700.00	\$ 19.50	\$ 27,300.00	\$ 19.50	\$ 27,300.00
70	Curb Ramp Detectable Warning Field Yellow	10	SF	\$ 38.00	\$ 380.00	\$ 40.00	\$ 400.00	\$ 39.90	\$ 399.00	\$ 40.00	\$ 400.00	\$ 38.00	\$ 380.00	\$ 38.00	\$ 380.00
71	Sanitary Sewer Manhole External Seal	6	EACH	\$ 1,240.00	\$ 7,440.00	\$ 1,205.00	\$ 7,230.00	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 1,300.00	\$ 7,800.00	\$ 600.00	\$ 3,600.00
72	Pavement Marking 4-Inch White Epoxy	2450	LF	\$ 0.70	\$ 1,715.00	\$ 1.20	\$ 2,940.00	\$ 0.75	\$ 1,837.50	\$ 1.25	\$ 3,062.50	\$ 0.70	\$ 1,715.00	\$ 1.20	\$ 2,940.00
73	Pavement Marking 4-Inch Yellow Epoxy	3200	LF	\$ 0.70	\$ 2,240.00	\$ 1.20	\$ 3,840.00	\$ 0.75	\$ 2,400.00	\$ 1.25	\$ 4,000.00	\$ 0.70	\$ 2,240.00	\$ 1.15	\$ 3,680.00
74	Pavement Marking 6-Inch White Epoxy	80	LF	\$ 10.00	\$ 800.00	\$ 1.80	\$ 144.00	\$ 10.50	\$ 840.00	\$ 2.00	\$ 160.00	\$ 10.00	\$ 800.00	\$ 1.80	\$ 144.00
75	Landscaping Restoration - All disturbed areas by road and storm water-related work within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	3,300	SY	\$ 5.45	\$ 17,985.00	\$ 5.60	\$ 18,480.00	\$ 5.45	\$ 17,985.00	\$ 5.75	\$ 18,975.00	\$ 6.00	\$ 19,800.00	\$ 6.00	\$ 19,800.00
76	Traffic Control	1	LS	\$ 28,895.00	\$ 28,895.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 80,000.00	\$ 80,000.00
Subtotal for Road Reconstruction at Santa Monica Boulevard:				\$ 397,871.50	\$ 397,871.50	\$ 343,817.00	\$ 343,817.00	\$ 353,576.15	\$ 353,576.15	\$ 343,551.25	\$ 343,551.25	\$ 320,877.00	\$ 320,877.00	\$ 403,854.00	\$ 403,854.00
Submitted Total:				\$ 397,901.50	\$ 397,901.50									\$ 391,854.00	\$ 391,854.00

77	Storm Water Drainage Improvement at Santa Monica Boulevard	50	ID	\$ 65.00	\$ 3,250.00	\$ 67.00	\$ 3,350.00	\$ 80.00	\$ 4,000.00	\$ 79.00	\$ 3,950.00	\$ 75.00	\$ 3,750.00	\$ 70.00	\$ 3,500.00
78	Clearing and Grubbing Within the Project Limits (Undistributed)	1,100	LF	\$ 6.15	\$ 6,765.00	\$ 6.50	\$ 7,150.00	\$ 10.02	\$ 11,022.00	\$ 10.00	\$ 11,000.00	\$ 9.55	\$ 10,505.00	\$ 10.00	\$ 11,000.00
79	Ditch Grading	30	LF	\$ 50.60	\$ 1,518.00	\$ 76.00	\$ 2,280.00	\$ 77.00	\$ 2,310.00	\$ 100.00	\$ 3,000.00	\$ 90.00	\$ 2,700.00	\$ 80.00	\$ 2,400.00
80	Furnish and Install 10" HDPE Driveaway or Cross Culvert (Granular Backfill)	275	LF	\$ 51.50	\$ 14,162.50	\$ 58.00	\$ 15,950.00	\$ 52.00	\$ 14,300.00	\$ 60.00	\$ 16,200.00	\$ 60.00	\$ 16,500.00	\$ 78.00	\$ 21,450.00
81	Furnish and Install 12" HDPE Storm Sewer (Excavated Backfill)	270	LF	\$ 51.50	\$ 13,905.00	\$ 58.00	\$ 15,660.00	\$ 54.00	\$ 14,580.00	\$ 70.00	\$ 18,900.00	\$ 75.00	\$ 20,250.00	\$ 80.00	\$ 21,600.00
82	Furnish and Install 15" HDPE Driveaway or Cross Culvert (Granular Backfill)	140	LF	\$ 59.75	\$ 8,365.00	\$ 85.00	\$ 11,900.00	\$ 56.00	\$ 7,840.00	\$ 75.00	\$ 10,500.00	\$ 98.00	\$ 13,720.00	\$ 84.00	\$ 11,760.00
83	Furnish and Install 13" HDPE Storm Sewer (Excavated Backfill)	230	LF	\$ 59.75	\$ 13,742.50	\$ 65.00	\$ 14,950.00	\$ 63.00	\$ 14,490.00	\$ 65.00	\$ 14,950.00	\$ 81.00	\$ 18,630.00	\$ 68.00	\$ 15,640.00
84	Furnish and Install 15" HDPE Storm Sewer (Granular Backfill)	150	LF	\$ 59.75	\$ 8,962.50	\$ 64.00	\$ 9,600.00	\$ 56.00	\$ 8,400.00	\$ 75.00	\$ 11,250.00	\$ 99.00	\$ 14,850.00	\$ 82.00	\$ 12,300.00
85	Furnish and Install 18" HDPE Storm Sewer (Excavated Backfill)	40	LF	\$ 61.25	\$ 2,450.00	\$ 70.00	\$ 2,800.00	\$ 64.00	\$ 2,560.00	\$ 78.00	\$ 3,120.00	\$ 85.00	\$ 3,400.00	\$ 64.00	\$ 2,560.00
86	Furnish and Install 18" HDPE Storm Sewer (Granular Backfill)	30	LF	\$ 61.25	\$ 1,837.50	\$ 71.00	\$ 2,130.00	\$ 73.00	\$ 2,190.00	\$ 100.00	\$ 3,000.00	\$ 102.00	\$ 3,060.00	\$ 90.00	\$ 2,700.00
87	Furnish and Install 12" Nyloplast Drain (All Inclusive, Inline Tee or 90-deg)	5	EACH	\$ 855.00	\$ 4,275.00	\$ 1,760.00	\$ 8,800.00	\$ 1,600.00	\$ 8,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,379.00	\$ 6,895.00	\$ 940.00	\$ 4,700.00
88	Furnish and Install 18" Nyloplast Drain Basin (All Inclusive)	1	EACH	\$ 2,035.00	\$ 2,035.00	\$ 2,267.00	\$ 2,267.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,885.00	\$ 1,885.00	\$ 1,200.00	\$ 1,200.00
89	Furnish and Install 24" Nyloplast Drain Basin (All Inclusive)	9	EACH	\$ 1,455.00	\$ 13,095.00	\$ 2,780.00	\$ 25,020.00	\$ 2,100.00	\$ 18,900.00	\$ 1,500.00	\$ 13,500.00	\$ 2,100.00	\$ 18,900.00	\$ 1,800.00	\$ 16,200.00

90	Furnish and install Precast Inlet (4-FT) (All Inclusive) with Frame and Grate R-2110-A	1	EACH	\$ 1,980.00	\$ 1,980.00	\$ 2,259.00	\$ 2,259.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,660.00	\$ 1,660.00	\$ 3,850.00	\$ 3,850.00
91	Furnish and install 12" Dome Grate	5	EACH	\$ 700.00	\$ 3,500.00	\$ 1,285.00	\$ 1,285.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 2,000.00	\$ 140.00	\$ 700.00	\$ 320.00	\$ 1,600.00
92	Furnish and install 24" Dome Grate	9	EACH	\$ 1,000.00	\$ 9,000.00	\$ 4,482.00	\$ 4,482.00	\$ 3,150.00	\$ 3,150.00	\$ 800.00	\$ 7,200.00	\$ 460.00	\$ 4,140.00	\$ 350.00	\$ 3,150.00
93	Pipe Anchors (per location) - Undistributed	20	EACH	\$ 50.00	\$ 1,000.00	\$ 275.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00
94	Temporary Ditch Checks (per location) - 6" Sediment Logs	12	EACH	\$ 50.00	\$ 600.00	\$ 50.50	\$ 606.00	\$ 1,200.00	\$ 1,200.00	\$ 53.00	\$ 636.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 600.00
Subtotal for Storm Water Drainage Improvement at Santa Monica Boulevard:				\$ 110,443.00	\$ 110,443.00	\$ 135,989.00	\$ 135,989.00	\$ 120,942.00	\$ 120,942.00	\$ 130,106.00	\$ 130,106.00	\$ 146,145.00	\$ 146,145.00	\$ 138,210.00	\$ 138,210.00
Submitted Total:				\$ 110,443.00	\$ 110,443.00										
Water Main Work at Santa Monica Boulevard															
95	Furnish and install 12-inch Water Main Gate Valve and Valve Box	4	EACH	\$ 8,634.00	\$ 34,536.00	\$ 8,634.00	\$ 34,536.00	\$ 24,800.00	\$ 24,800.00	\$ 13,750.00	\$ 55,000.00	\$ 9,000.00	\$ 36,000.00	\$ 5,550.00	\$ 22,200.00
96	Replace Operating Nut on 20-inch Water Main Valve	1	EACH	\$ 2,146.00	\$ 2,146.00	\$ 2,146.00	\$ 2,146.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,300.00	\$ 5,300.00	\$ 2,800.00	\$ 2,800.00
97	6-Inch PVC Hydrant Lead (Granular Backfill)	130	LF	\$ 98.00	\$ 12,740.00	\$ 98.00	\$ 12,740.00	\$ 9,100.00	\$ 9,100.00	\$ 150.00	\$ 19,500.00	\$ 165.00	\$ 21,450.00	\$ 100.00	\$ 13,000.00
98	Furnish and install Hydrant Assembly With 6-Inch Valve and Valve Box	4	EACH	\$ 2,412.00	\$ 9,648.00	\$ 2,412.00	\$ 9,648.00	\$ 32,800.00	\$ 32,800.00	\$ 6,500.00	\$ 26,000.00	\$ 12,000.00	\$ 48,000.00	\$ 8,000.00	\$ 32,000.00
99	Furnish and install 1-1/4-inch HDPE Water Service Lateral (Replacement of Lead Services)	160	LF	\$ 101.00	\$ 16,160.00	\$ 101.00	\$ 16,160.00	\$ 20,000.00	\$ 20,000.00	\$ 90.00	\$ 14,400.00	\$ 102.00	\$ 16,320.00	\$ 80.00	\$ 12,800.00
100	Furnish and install 1-1/4-inch Corporation Stop	5	EACH	\$ 1,324.00	\$ 6,620.00	\$ 1,324.00	\$ 6,620.00	\$ 4,500.00	\$ 4,500.00	\$ 1,250.00	\$ 6,250.00	\$ 625.00	\$ 3,125.00	\$ 400.00	\$ 2,000.00
101	Furnish and install 1-1/4-inch Curb Stop with Curb Box	5	EACH	\$ 750.00	\$ 3,750.00	\$ 750.00	\$ 3,750.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 3,750.00	\$ 290.00	\$ 1,450.00	\$ 400.00	\$ 2,000.00
102	Landscaping Restoration - All disturbed areas by water main reconstruction within the project limits. (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	500	SY	\$ 5.45	\$ 2,725.00	\$ 5.60	\$ 2,800.00	\$ 2,725.00	\$ 2,725.00	\$ 5.75	\$ 2,875.00	\$ 6.00	\$ 3,000.00	\$ 6.00	\$ 3,000.00
Subtotal for Water Main Work at Santa Monica Boulevard:				\$ 88,325.00	\$ 88,325.00	\$ 88,400.00	\$ 88,400.00	\$ 98,925.00	\$ 98,925.00	\$ 135,275.00	\$ 135,275.00	\$ 134,645.00	\$ 134,645.00	\$ 89,800.00	\$ 89,800.00
TOTAL FOR SANTA MONICA BOULEVARD:				\$ 596,639.50	\$ 596,639.50	\$ 568,206.00	\$ 568,206.00	\$ 573,443.15	\$ 573,443.15	\$ 608,732.25	\$ 608,732.25	\$ 601,667.00	\$ 601,667.00	\$ 631,864.00	\$ 631,864.00
Submitted Total:				\$ 596,639.50	\$ 596,639.50									\$ 619,864.00	
ACACIA ROAD															
Road Reconstruction at Acacia Road															
103	Mill and Remove Approximately 4-Inch of Asphalt Pavement	500	SY	\$ 4.05	\$ 2,025.00	\$ 4.60	\$ 2,300.00	\$ 2,375.00	\$ 2,375.00	\$ 4.75	\$ 2,375.00	\$ 4.52	\$ 2,260.00	\$ 4.55	\$ 2,275.00
104	Track Coat	20	GAL	\$ 10.00	\$ 200.00	\$ 10.50	\$ 210.00	\$ 210.00	\$ 210.00	\$ 11.00	\$ 220.00	\$ 10.00	\$ 200.00	\$ 10.00	\$ 200.00
105	HMA Pavement Roadway 4-Inch Asphalt Pavement	180	TON	\$ 57.50	\$ 10,350.00	\$ 60.00	\$ 10,800.00	\$ 10,868.40	\$ 10,868.40	\$ 60.50	\$ 10,890.00	\$ 57.50	\$ 10,350.00	\$ 57.50	\$ 10,350.00
106	Base Aggregate Dense 3/4-Inch (Shouldering Stone)	10	TON	\$ 38.90	\$ 389.00	\$ 155.00	\$ 1,550.00	\$ 1,575.00	\$ 1,575.00	\$ 45.00	\$ 450.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
107	Base Aggregate Dense 1 1/4-Inch	100	TON	\$ 18.65	\$ 1,865.00	\$ 20.00	\$ 2,000.00	\$ 2,048.00	\$ 2,048.00	\$ 21.00	\$ 2,100.00	\$ 19.50	\$ 1,950.00	\$ 19.50	\$ 1,950.00
108	Excavation Common	50	CY	\$ 24.85	\$ 1,242.50	\$ 30.00	\$ 1,500.00	\$ 1,522.50	\$ 1,522.50	\$ 30.50	\$ 1,525.00	\$ 25.00	\$ 1,250.00	\$ 29.00	\$ 1,450.00
109	Undercutting (EBS of Soft Yielding Areas)	25	CY	\$ 24.85	\$ 621.25	\$ 30.00	\$ 750.00	\$ 761.25	\$ 761.25	\$ 30.50	\$ 762.50	\$ 40.00	\$ 1,000.00	\$ 29.00	\$ 725.00
110	Geogrid Reinforcement, Type SR	50	SY	\$ 1.95	\$ 97.50	\$ 3.50	\$ 175.00	\$ 170.50	\$ 170.50	\$ 3.50	\$ 175.00	\$ 4.00	\$ 200.00	\$ 3.25	\$ 162.50
111	Base Aggregate Dense 3-Inch	50	TON	\$ 21.75	\$ 1,087.50	\$ 21.00	\$ 1,050.00	\$ 1,024.00	\$ 1,024.00	\$ 20.50	\$ 1,025.00	\$ 30.00	\$ 1,500.00	\$ 19.50	\$ 975.00
112	Landscaping Restoration - All disturbed areas by road and storm water-related work within the project limits. (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	250	SY	\$ 5.45	\$ 1,362.50	\$ 5.60	\$ 1,400.00	\$ 1,362.50	\$ 1,362.50	\$ 5.75	\$ 1,437.50	\$ 10.00	\$ 2,500.00	\$ 6.00	\$ 1,500.00
113	Traffic Control	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal for Road Reconstruction at Acacia Road:				\$ 20,490.25	\$ 20,490.25	\$ 24,235.00	\$ 24,235.00	\$ 26,917.15	\$ 26,917.15	\$ 21,460.00	\$ 21,460.00	\$ 23,710.00	\$ 23,710.00	\$ 31,087.50	\$ 31,087.50

Storm Water Drainage Improvement at Acacia Road:													
114	Clearing and Grubbing Within the Project Limits (Undistributed)	30	ID										
115	Ditch Grading	110	LF										
116	Construction of Bioretention Facility with Plantings (All Inclusive)	1	EACH										
117	Temporary Ditch Checks (per location) - 6" Sediment Logs	4	EACH										
Subtotal for Storm Water Drainage Improvement at Acacia Road:													
TOTAL FOR ACACIA ROAD:													
GOODRICH LANE PRIVATE ROAD													
Road Repair at Goodrich Lane													
118	HMA Pavement Roadway	60	TON										
119	Track Coat	10	GAL										
120	Silt Fence (Undistributed)	200	LF										
121	Temporary Ditch Checks (per location - Undistributed) - 6" Sediment Logs	3	EACH										
122	Traffic Control	1	LS										
Subtotal for Road Repair at Goodrich Lane:													
Water Main Relay at Goodrich Lane													
123	Furnish and Install 8-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	275	LF										
124	Furnish and Install 6-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	500	LF										
125	Furnish and Install 6-Inch Gate Valve and Valve Box	3	EACH										
126	6-Inch PVC Hydrant Lead (Granular Backfill)	35	LF										
127	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	2	EACH										
128	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	95	L.F										
129	Furnish and Install 2-Inch HDPE Water Service Lateral	335	L.F										
130	Furnish and Install 1-1/4-Inch Corporation Stop	5	EACH										
131	Furnish and Install 2-Inch Corporation Stop	5	EACH										
132	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	5	EACH										
133	Furnish and Install 2-Inch Curb Stop with Curb Box	5	EACH										
134	Cap and Abandon Existing Watermain (Per Location)	1	EACH										
135	Landscaping Restoration - All disturbed areas by water main reconstruction within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	750	SY										
Subtotal for Water Main Relay at Goodrich Lane:													
TOTAL FOR GOODRICH LANE PRIVATE ROAD:													
TOTAL FOR 2021 ROAD AND UTILITY RECONSTRUCTION PROJECT:													
Submitted Total:													



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: March 1, 2021
Re: Recommendation for Acceptance of Proposal for 2021 Street and Utility Improvement Project Inspection Services

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the reconstruction of the road along Santa Monica Boulevard (between School Road and Yates Road) and Regent Road (between Bradley Road and Dean Road). The work will include replacement of the water main on Regent Road, replacement of the water main valves and hydrants on Santa Monica, installation of storm pipes and re-ditching on both roads, construction of two bioretention facilities (one on Acacia and one on Regent), and reconstruction of the roads. The work also includes replacement of the water main on the private road on Goodrich Lane.

A Bid Opening was held on February 25, 2021 and bids were received from six contractors to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$138,404 to provide inspection services throughout the project. In particular, the proposal anticipates 26 weeks (1,040 hours) of inspection services related to the water and storm sewer work, another 6 weeks (240 hours) of inspection associated with the road reconstruction activities, 2 weeks of inspection for landscape restoration tasks, and other hours for surveying and staking, grant coordination, as-built documentation and GIS incorporation. The actual cost of the work will decrease if the work is completed by the contractor in less than the anticipated 34 weeks.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. The bulk of the cost (about \$117,000) is directly related to inspection in the field. It is also noted that the inspection services for the 2020 road and utility work on Barnett, Acacia and View was approximately \$139,000 so the cost to perform the work for this year's project is in line with their prior services. Most inspectors are billed out between \$70 and \$85 per hour and I am of the opinion the proposed fee is reasonable. Therefore, it is my recommendation that the Village Board award the inspection services contract to Kapur & Associates in an amount not to exceed \$138,404 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

VILLAGE HALL

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

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

**CONSTRUCTION MANAGEMENT FOR
2021 ROAD AND UTILITY RECONSTRUCTION PROJECT**

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

The project location:

1. N. Regent Road and 3 Regent Courts (Between W. Bradley Road and W. Dean Road)
2. N. Santa Monica Blvd. (Between E. School Road and N. Yates Road)
3. E. Acacia Road (West Portion Adjacent to N. Santa Monica Blvd.)
4. E. Goodrich Lane Private Road

The work associated with 2021 Road and Utility Reconstruction Project includes:

Road reconstruction approximately - 7,700 feet of roadway (major items):

- Asphalt milling approx. – 19,000 SY
- HMA asphalt pavement of roadway – 4,800 TON
- HMA asphalt pavement driveway approaches – 300 TON
- Concrete driveway approaches – 300 SY
- Concrete sidewalk – 400 SF

Storm water improvements:

- Installation of 10", 12", 15", 18", and 24" storm sewer pipe – 5,250 LF
- Installation of 20 EACH Nyloplast drain basin structures and 45 EACH inline drains
- Ditch regrading – 5,000 LF
- Bioretention facility – 2 Each

Water main replacement:

- 6-inch, 8-inch and 12-inch water main replacement – 4,300 LF
- Installation of 20 water main valves, 14 hydrants, 64 water laterals and associated appurtenances

The scope of construction management services for 2021 Road and Utility Reconstruction Project includes:

1. Meetings with the Village Staff, Contractors and residents, including a public information meeting and preparation of exhibits.
2. Shop drawing/submittals review and approval
3. Construction staking



4. Construction inspection, assumes 160 working days from April to October 15:
 - Water main and storm sewer (assumes 26 weeks of construction at 40 hours per a week)
 - Road reconstruction and driveway approaches (assumes 6 weeks of construction at 40 hours per week)
 - Landscaping restoration (assumes 2 weeks of construction or 10 working days at 8 hours per day)
5. Payment recommendation
6. Grant preparation, submittals and coordination with MMSD
7. Project close out activities, As-Builts, incorporation into GIS system, assistance with reimbursement request to Milwaukee County for LRIP funds.

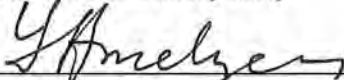
Our fees for the above are detailed in the attached Fee Schedule.

The not to exceed fee for performing the construction management is \$138,404.00

As always, Fox Point will only bill for the actual hours incurred.

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

For Kapur & Associates, Inc.,

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

Date: 2-25-2021

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____

COST NOT TO EXCEED

**(N. REGENT ROAD AND 3 REGENT COURTS, N. SANTA MONICA BLVD., E. ACACIA ROAD AND
E. GOODRICH LANE PRIVATE ROAD CONSTRUCTION MANAGEMENT)
VILLAGE OF FOX POINT, WISCONSIN**

TASK		Project Manager	Project Engineer	Construction Inspector	RLS	Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
		\$159.00	\$109.00	\$84.00	\$108.00	\$115.00	\$80.00		
1	Meetings with the Village Staff, Contractors and Residents	8	8		2	2		20	\$2,590.00
2	Shop drawing/submittals review and approval	6	10					16	\$2,044.00
3	Construction staking (water main and storm sewer)	2	6		8	56	8	80	\$8,916.00
4	Construction inspection:								
4 (a)	Water main and storm sewer (assuming 26 weeks at 40 hours per week)	2		1,040				1042	\$87,678.00
4 (b)	Road reconstruction (Includes all driveways approaches after culverts replacement. Assuming 6 weeks at 40 hours per week)	2		240				242	\$20,478.00
4 (c)	Landscaping restoration (assuming 2 weeks of 10 working days at 8 hours per day)	2		80				82	\$7,038.00
5	Payment recommendation	8	8	8				24	\$2,816.00
6	Grant preparation, submittals and coordination with MMSD	4	8					12	\$1,508.00
7	Project close out activities, As-Builts, incorporation into GIS system, and assistance with reimbursement request to Milwaukee County for LRIP funds.	2	8	24			16	50	\$4,486.00
8	Reimbursable expenses								\$850.00
	TOTAL CONSTRUCTION MANAGEMENT:	36	48	1392	10	58	24	1568	\$138,404.00



PURCHASE REQUEST

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: FOX POINT VILLAGE BOARD

FROM: CHIEF CHRISTOPHER FREEDY

DATE: FEBRUARY 26, 2021

REGARDING: CAPITAL BUDGET PURCHASE

A handwritten signature in black ink, reading "Christopher Freedy".

BACKGROUND AND OVERVIEW

The Police Department receives numerous complaints of speeding vehicles throughout the year. In 2009, the police department deployed a radar speed trailer to collect traffic data and notify motorists in real-time about their speed violations. Since the trailer's initial deployment, it has incurred increasing costs related to maintenance that would be expected with any electrical / mechanical device. The trailer is reaching an end-of life situation as the display board is in need of replacement again.

ANALYSIS

The police department began using radar feedback signs in 2009 as a tool to notify motorists of their speed as they travel through a neighborhood. The most efficient method, at that time, was the use of a trailer mounted radar sign. The trailer has been in service for the past 11 years, during which time regular repair and maintenance (battery replacement) has occurred, as well as replacement of the display board. The trailer is reaching an end-of life situation as the display board is in need of replacement again. The capital budget includes money for the replacement of the trailer with an updated model to supplement our pole mounted radar feedback signs. The new model will include a variable message board which can display pre-programmed messages in addition to providing speed readings. The trailer can be deployed as an alerting tool to the community for upcoming road closures / detours, special events, and emergency situations, as well as being used for speed feedback in areas where pole mounting a feedback sign is not possible.

FISCAL NOTE

The Village Board has budgeted \$17,000 in the 2021 Capital Improvement Budget for this project. After reviewing the project in 2020 and seeking project quotes, I have determined that RU2 Systems has the lowest price for this particular project.

RECOMMENDATION

Staff has reviewed the status of the ongoing problem and the quotes provided to purchase the appropriate equipment. Based on the information provided, staff recommends the Village Board accept the proposal from **RU2 Systems** for the Radar Speed Trailer with Variable Message Board in the amount of **\$16,919.00** and authorize the Village Manager to sign the purchase order to obtain the trailer.

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: NSFD Municipalities
Date: February 9, 2021
Subject: Resolution 21-02

The North Shore Fire Department Board of Directors has unanimously recommended Resolution 21-02, a Single or Multi-Year Capital Budget for 2022, 2023, 2024 and 2025, to the seven member communities. The North Shore Fire Services Agreement requires such Resolutions be unanimously recommended by the Board of Directors to the seven communities and for all seven communities to adopt a local resolution regarding the budget.

Amendment 6 to the North Shore Fire Services Agreement states that funding for capital improvement expenses for the Department may be funded using "Single or Multi-Year Capital Budgets". Since 2012, the Department has utilized this method to fund replacement of major apparatus.

A Single or Multi-Year Capital Budget for replacement of major apparatus was passed by the Board in 2018 for the years 2019, 2020 and 2021. The Department is submitting for consideration a Single or Multi-Year Capital Budget for 2022, 2023, 2024 and 2025 to fund replacement of a fire engine, two ambulances and one fire engine/quint during those years.

Finance Director Harrigan's enclosed memo provides details on funding requirements. Also enclosed is a Resolution adopted by the Board of Directors and a boilerplate resolution for use by the municipal governing bodies. If possible, the Department would ask the municipalities to consider this action in the next month so the Department can finalize a purchase contract for a vehicle replacement in 2022.

NORTH SHORE FIRE/RESCUE

Office of the Finance Director

KateLynn Harrigan

Date: February 4, 2021
To: Chief Whitaker, North Shore Fire Department Board of Directors
Re: 2021 Capital Improvement Resolution

Since 2012 the Board has recognized that the designated capital fund contribution of approximately \$165,000 would not support large apparatus capital equipment needs for the North Shore Fire Department and has acted to approve resolutions every few years allocating an additional amount of money towards large apparatus purchases based on the needs of the Department to replace aging equipment.

The current resolution was approved in 2018 for years 2019, 2020, and 2021. This resolution identified three pieces of apparatus for replacement two (2) ambulances and one (1) water tender.

At the end of the current three (3) year resolution there will be a remaining balance of funds of approximately \$467,000. This money was designated to go towards the purchase of a new fire engine in 2022. Before we can commit to the purchase of this engine a new Capital Resolution must be approved that secures this annual funding stream so the Department can ensure the funds will be available to cover the remaining balance of this engine.

The Department is a Single/Multi-Year Capital Resolution be authorized that secures funding from 2022-2025. A four (4) year period is being proposed as opposed to the (3) year period used for 2019-2021 because it allows Department Staff to better plan for the replacement and payment of several apparatus that will require replacement in the next five years. The Department intends to use the funds to pay for a portion of the 2022 engine, two (2) ambulances and one (1) fire engine/quint.

This proposed four-year period also coincides with the current funding formula allocation which covers years 2022-2025. If approved, municipalities can anticipate the following payments for the next four (4) years. The 2021 amount was approved in the previous resolution and was included so that each municipality can see how their payment would change. This amount is billed annually with the quarter 2 municipal payment request. The Department has included a 2% increase each year to account for inflation.

	2021	2022		2023		2024		2025	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount
Village of Bayside	\$ 28,980.00	6.30%	\$ 29,560.00	6.29%	\$ 30,103.00	6.28%	\$ 30,656.00	6.27%	\$ 31,220.00
Village of Brown Deer	\$ 86,112.00	19.05%	\$ 89,383.00	19.37%	\$ 92,702.00	19.70%	\$ 96,167.00	20.02%	\$ 99,683.00
Village of Fox Point	\$ 41,354.00	8.86%	\$ 41,571.00	8.74%	\$ 41,828.00	8.61%	\$ 42,030.00	8.49%	\$ 42,273.00
City of Glendale	\$ 128,432.00	27.78%	\$ 130,344.00	27.65%	\$ 132,329.00	27.51%	\$ 134,292.00	27.38%	\$ 136,330.00
Village of River Hills	\$ 14,674.00	3.18%	\$ 14,920.00	3.17%	\$ 15,171.00	3.16%	\$ 15,426.00	3.15%	\$ 15,685.00
Village of Shorewood	\$ 80,500.00	17.46%	\$ 81,922.00	17.42%	\$ 83,369.00	17.39%	\$ 84,890.00	17.35%	\$ 86,389.00
Village of Whitefish Bay	\$ 79,948.00	17.37%	\$ 81,500.00	17.36%	\$ 83,082.00	17.35%	\$ 84,695.00	17.34%	\$ 86,339.00
Total	\$ 460,000.00	100.00%	\$ 469,200.00	100.00%	\$ 478,584.00	100.00%	\$ 488,156.00	100.00%	\$ 497,919.00

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY**RESOLUTION NO. 21-02****A Resolution Approving a "Single or Multi-Year Capital" Budget To Purchase Large Apparatus Equipment for 2022, 2023, 2024 & 2025**

WHEREAS, the Board of Directors of the North Shore Fire Department ("NSFD") as recommended by Department Staff has identified a need to purchase large apparatus equipment to maintain ongoing operations of the Department; and

WHEREAS, the Board of Directors of the NSFD hereby finds the purchase of large apparatus equipment cannot be accomplished under the caps placed on the NSFD's annual budget increase by the Amended and Restated North Shore Fire Department Agreement ("the Agreement"); and

WHEREAS, as authorized under paragraph 5.10 of the Agreement, the Board of Directors may adopt a "Single and Multi-Year Capital" Budget for purchase capital items that is not subject to the annual budget cap imposed by the Agreement; and

WHEREAS, the Agreement as amended requires unanimous approval of the "Single and Multi-Year Capital" Budget by all members of the Board of Directors and by all member communities; and

WHEREAS, the Board of Directors of the NSFD hereby determines that the purchase of large apparatus equipment will require payments by all member communities in 2022, 2023, 2024 and 2025; and

WHEREAS, in accordance with the Agreement, each member community will contribute their estimated portion of the cost not to exceed the total budgeted amount as follows:

	2022		2023		2024		2025	
	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount
Village of Bayside	6.30%	\$ 29,560.00	6.29%	\$ 30,103.00	6.28%	\$ 30,656.00	6.27%	\$ 31,220.00
Village of Brown Deer	19.05%	\$ 89,383.00	19.37%	\$ 92,702.00	19.70%	\$ 96,167.00	20.02%	\$ 99,683.00
Village of Fox Point	8.86%	\$ 41,571.00	8.74%	\$ 41,828.00	8.61%	\$ 42,030.00	8.49%	\$ 42,273.00
City of Glendale	27.78%	\$ 130,344.00	27.65%	\$ 132,329.00	27.51%	\$ 134,292.00	27.38%	\$ 136,330.00
Village of River Hills	3.18%	\$ 14,920.00	3.17%	\$ 15,171.00	3.16%	\$ 15,426.00	3.15%	\$ 15,685.00
Village of Shorewood	17.46%	\$ 81,922.00	17.42%	\$ 83,369.00	17.39%	\$ 84,890.00	17.35%	\$ 86,389.00
Village of Whitefish Bay	17.37%	\$ 81,500.00	17.36%	\$ 83,082.00	17.35%	\$ 84,695.00	17.34%	\$ 86,339.00
Total	100.00%	\$ 469,200.00	100.00%	\$ 478,584.00	100.00%	\$ 488,156.00	100.00%	\$ 497,919.00

WHEREAS, in accordance with the Agreement, payment by each community shall be made within 30 days of the date of the statement to the community by the NSFD with the anticipated due date(s) and estimated amount(s) set forth on Attachment I; and

WHEREAS, if a community fails to pay the NSFD by the date identified on the statement sent to the community, it shall be obligated to the NSFD and the other participating municipalities as outlined in paragraph 17.5 of the Agreement; and

WHEREAS, a community that has approved a "Single or Multi-Year Capital" Budget and withdraws, is expelled or otherwise ceases to be a member of the NSFD during the period for which the Single or Multi-Year Capital Budget was approved must make full payment of its share to the NSFD for the term of the authorized budget and if applicable will have their distribution of assets in accordance with the Agreement, reduced by any amount that is owed to the NSFD for its share of the "Single or Multi-Year Capital" Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors unanimously adopts the "Single or Multi-Year Capital" Budget for 2022, 2023, 2024 and 2025 for large apparatus equipment purchases in the total budgeted amount set forth above and further unanimously recommends this "Single or Multi-Year Capital" Budget for approval by each of the member municipalities by adoption of a Resolution in the form attached to this Resolution.

PASSED AND ADOPTED this 9th day of February 2021.


Julie Siegel, President

Countersigned:


Wanda Montgomery, Secretary

RESOLUTION NO. - _____

**A Resolution Approving a “Single or Multi-Year
Capital” Budget To Purchase Large Apparatus
Equipment for 2022, 2023, 2024 & 2025**

WHEREAS, the Board of Directors of the North Shore Fire Department unanimously adopted Resolution No. 20-02, on February 9, 2021 (the “NSFD Budget Resolution”). The NSFD Budget Resolution (a copy is attached hereto and made part of this Resolution), adopts the “Single or Multi-Year Capital” Budget to purchase Large Apparatus Equipment for 2022 (the “capital contribution budget”) for the purchase of a ladder truck and two ambulances and further unanimously recommends the capital contribution budget for approval by each of the member municipalities by adoption of this Resolution; and

WHEREAS, a “Single or Multi-Year Capital” Budget must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities; and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the Village of Fox Point hereby approves the “Single or Multi-Year Capital Budget” for the purchase of a ladder truck and two ambulances and agrees to payments to the NSFD in accordance with the provisions of the Financing Formula of the Agreement (with the estimated payments and due dates as outlined in the NSFD Budget Resolution) within 30 days of receipt of a statement from the NSFD and further directs the Village Clerk to provide a certified copy of this Resolution to the NSFD.

PASSED AND ADOPTED by the Village Board of the Village of _____ this _____ day of _____, 2021.

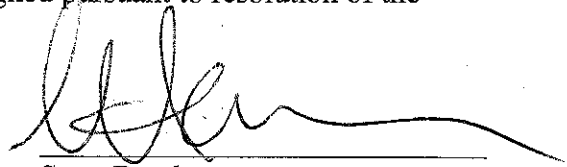
VILLAGE OF FOX POINT

Village President

Countersigned:

Village Clerk

This is to certify that the attached is true and correct list of bills due for a period from February 1-28, 2021, in the total amount of \$290,990.13. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on March 9, 2021.

Douglas H. Frazer
Village President

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
912	PI TELECOM INFRASTRUCTUR	5.003595	DOUBLE PAYMENT-PSN	01/29/2021	3,702.57	02/05/2021
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					3,702.57	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	MARCH 2021	LIFE INSURANCE	02/04/2021	794.63	02/05/2021
Total 10-21520 GROUP LIFE:					794.63	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	FEBRUARY 2021	POLICE DUES	02/22/2021	450.00	02/26/2021
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0204212	Deferred Comp NICHOLAS Pay	02/04/2021	50.00	02/05/2021
375	NORTH SHORE BANK, FSB	PR0204212	Deferred Comp NORTH SHORE	02/04/2021	1,115.00	02/05/2021
375	NORTH SHORE BANK, FSB	PR0218212	Deferred Comp NICHOLAS Pay	02/18/2021	50.00	02/19/2021
375	NORTH SHORE BANK, FSB	PR0218212	Deferred Comp NORTH SHORE	02/18/2021	1,115.00	02/19/2021
814	GREAT-WEST TRUST COMPAN	PR0204211	Deferred Comp WI DEFER - PRE	02/04/2021	4,724.14	02/05/2021
814	GREAT-WEST TRUST COMPAN	PR0204211	Deferred Comp WI DEFER - RO	02/04/2021	602.31	02/05/2021
814	GREAT-WEST TRUST COMPAN	PR0218211	Deferred Comp WI DEFER - PRE	02/18/2021	4,724.14	02/19/2021
814	GREAT-WEST TRUST COMPAN	PR0218211	Deferred Comp WI DEFER - RO	02/18/2021	602.31	02/19/2021
101991	VANTAGEPOINT TRANSFER AG	PR0204211	Deferred Comp ICMA-PRETAX	02/04/2021	1,016.43	02/05/2021
101991	VANTAGEPOINT TRANSFER AG	PR0218211	Deferred Comp ICMA-PRETAX	02/18/2021	1,016.43	02/19/2021
Total 10-21530 DEFERRED COMPENSATION:					15,015.76	
10-51200-310 SUPPLIES/EXPENSES						
1072	WISCONSIN SUPREME COURT	680-0000000362	CONTINUING EDUCATION	02/02/2021	700.00	02/05/2021
Total 10-51200-310 SUPPLIES/EXPENSES:					700.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	JANUARY 2021	DRIVER SUR/JAIL FEE	02/02/2021	250.00	02/05/2021
552	WISCONSIN, STATE OF - COUR	JANUARY 2021	JANUARY	02/02/2021	941.68	02/05/2021
Total 10-51200-395 COUNTY COURT FEES:					1,191.68	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	5181	VILLAGE ATTORNEY	12/31/2020	3,807.70	02/05/2021
535	MUNICIPAL LAW & LITIGATION	5181 (2021 PORTIO	VLG ATTORNEY	02/04/2021	589.20	02/05/2021
Total 10-51300-218 VILLAGE ATTORNEY:					4,396.90	
10-51420-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	151687647001	37360205CLERK	02/04/2021	14.98	02/05/2021
Total 10-51420-310 SUPPLIES/EXPENSES:					14.98	
10-51420-322 TRAINING						
91	IIMC	210216ONL 2021	BALANCE DUE	02/22/2021	50.00	02/26/2021
Total 10-51420-322 TRAINING:					50.00	
10-51440-310 SUPPLIES/EXPENSES						
325	MILWAUKEE COUNTY ELECT C	MCE001104	ELECTIONS	12/31/2020	492.26	02/05/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
5033	OFFICE DEPOT -US COMMUNIT	151666814001	37360205-ELECTIONS	02/04/2021	28.39	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	151687647001	37360205-ELECTIONS	02/04/2021	95.22	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	155416910001	37360205-ELECTIONS	02/18/2021	28.39	02/19/2021
Total 10-51440-310 SUPPLIES/EXPENSES:					587.48	
10-51520-321 PROFESSIONAL DUES/MEETINGS						
4697	UW-GREEN BAY	2021 CARTHELL	DUES-CARTHELL, MARY (WGF	02/15/2021	25.00	02/19/2021
Total 10-51520-321 PROFESSIONAL DUES/MEETINGS:					25.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	152575	MONTHLY FEES	02/04/2021	2,748.29	02/05/2021
Total 10-51530-210 CONTRACT SERVICES:					2,748.29	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	28609231	MONTHLY COPIER	02/02/2021	231.00	02/05/2021
405	PITNEY BOWES INC.	1017315546	QUARTERLY FEES	02/18/2021	443.45	02/19/2021
477	TAYLOR COMPUTER SERVICES	21480	SVCSEQUIPJANU	01/31/2021	604.90	02/19/2021
477	TAYLOR COMPUTER SERVICES	21505	ANNUAL SERVICES	01/31/2021	7,152.00	02/19/2021
789	DO IT NOW CLEANING LLC	243	MONTHLY CLEANING	02/25/2021	1,583.37	02/26/2021
940	ONTECH SYSTEMS, INC.	54650	STORAGECRAFT	02/16/2021	186.00	02/19/2021
2028	GENERAL CODE	PG000023898	SUPP QUOTED PRICE	12/31/2020	2,860.00	02/05/2021
5778	OFFICE COPYING EQUIPMENT	AR128949	VLG HALL COPIES	12/31/2020	255.26	02/12/2021
5778	OFFICE COPYING EQUIPMENT	AR133610	VLG HALL COPIES	02/16/2021	572.69	02/19/2021
Total 10-51600-210 CONTRACT SERVICES:					13,888.67	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	01/22/2021	0702787382-00002	02/01/2021	741.12	02/05/2021
Total 10-51600-220 GAS-HEAT:					741.12	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/22/2021	0702787382-00002	02/01/2021	1,249.89	02/05/2021
Total 10-51600-221 ELECTRIC UTILITIES:					1,249.89	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73470582	ACCT #205607369	02/15/2021	164.12	02/19/2021
2691	CENTURYLINK-BUSINESS SVC.	200325221	ACCOUNT #87619173	02/10/2021	.43	02/12/2021
5312	AT & T- VILLAGE	01/22/2021	414 351-8900 758 7	02/02/2021	38.30	02/05/2021
Total 10-51600-222 TELEPHONE UTILITIES:					202.85	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1/20-02/01/21	VH WATER AND SEWER	02/25/2021	768.85	02/26/2021
Total 10-51600-223 WATER/SEWER UTILITIES:					768.85	
10-51600-231 ELEVATOR MAINTENANCE						
1423	WI DEPT. OF SAFETY & PROF S	530569	PERMIT TO OPERATE	02/09/2021	50.00	02/12/2021
Total 10-51600-231 ELEVATOR MAINTENANCE:					50.00	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	2045541	VLG HALL SUPPLIES	02/08/2021	98.25	02/12/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
502	VILLAGE HARDWARE - VH	204897/1	VLG HALL SUPPLIES	02/08/2021	6.46	02/12/2021
742	NELCO ELECTRIC INC	18284	REPLACE FIXTURE	02/08/2021	1,850.97	02/12/2021
892	SPECTRUM	02/08/21	10404-060459401-5001	02/17/2021	8.76	02/19/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					1,964.44	
10-51600-310 SUPPLIES/MISC EXPENSES						
2476	RITEWAY BUSINESS FORMS	21-85086	YEAR END SUPPLIES	02/04/2021	103.29	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	149870930001	37360205-VLG	02/04/2021	53.15	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	151666814001	37360205-VLG	02/04/2021	46.17	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	151687647001	37360205-VLG	02/04/2021	45.50	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	153317828001	37360205-VLG	02/15/2021	38.98	02/19/2021
5033	OFFICE DEPOT -US COMMUNIT	153322151001	37360205 VLG	02/15/2021	18.19	02/19/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					305.28	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2405874	RMC ANNUAL FEE	02/18/2021	250.00	02/19/2021
Total 10-51700-510 INSURANCE:					250.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	14	HEALTH INSURANCE REIMBUR	02/01/2021	481.12	02/05/2021
435	RIES, DANIEL	30	HEALTH	02/01/2021	839.15	02/05/2021
435	RIES, DANIEL	JAN21BACKPAY	BACKPAYMENT	02/03/2021	4.59	02/05/2021
638	KRIEFALL, DONALD A	58	HEALTH INSURANCE REIMBUR	02/01/2021	323.21	02/05/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,648.07	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	0121FPPD	INDV THERAPY	02/02/2021	300.00	02/05/2021
5152	JAMES IMAGING SYSTEMS, IN	1044921	POLICE DEPARTMENT	02/10/2021	129.02	02/12/2021
5152	JAMES IMAGING SYSTEMS, IN	1051512	POLICE DEPARTMENT	02/26/2021	114.42	02/26/2021
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					543.44	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	01/22/2021	0702787382-00008	02/01/2021	755.00	02/05/2021
Total 10-52100-220 GAS UTILITIES:					755.00	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/22/2021	0702787382-00015	02/01/2021	35.99	02/05/2021
536	WE-ENERGIES	01/22/2021	0702787382-00006	02/01/2021	1,662.28	02/05/2021
Total 10-52100-221 ELECTRIC UTILITIES:					1,698.27	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73470582	ACCT #205607369	02/15/2021	102.57	02/19/2021
892	SPECTRUM	20210201OTA	10404038090401-6001	02/17/2021	17.67	02/19/2021
2136	VERIZON WIRELESS	9872687789	786223225-00001 POLICE	02/17/2021	213.41	02/19/2021
2691	CENTURYLINK-BUSINESS SVC.	200325221	ACCOUNT #87619173	02/10/2021	.42	02/12/2021
2973	TIME WARNER CABLE	70433001020121	070433001	02/17/2021	456.28	02/19/2021
5312	AT & T- VILLAGE	01/22/2021	414 351-8900 758 7	02/02/2021	23.94	02/05/2021
Total 10-52100-222 TELEPHONE UTILITIES:					814.29	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1/20--02/01/21	POLICE WATER AND SEWER	02/25/2021	1,368.72	02/26/2021
Total 10-52100-223 WATER/SEWER UTILITIES:					1,368.72	
10-52100-233 EQUIPMENT MAINTENANCE						
297	MAJESTIC ENGRAVING CORP.	60319	ENGRAVING	02/10/2021	35.00	02/12/2021
5839	LEXISNEXIS	1246411-20210131	MONTHLY 1246411	02/10/2021	31.00	02/12/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					66.00	
10-52100-234 BUILDING MAINTENANCE						
2644	DOORMASTER GARAGE DOOR	30354	REPAIR	02/26/2021	232.00	02/26/2021
Total 10-52100-234 BUILDING MAINTENANCE:					232.00	
10-52100-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	151918796001	37360205 POLICE	02/04/2021	30.36	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	152582158001	37360205 POLICE	02/04/2021	15.81	02/05/2021
5033	OFFICE DEPOT -US COMMUNIT	153206341001	37360205 POLICE	02/17/2021	9.45	02/19/2021
Total 10-52100-310 SUPPLIES/EXPENSES:					55.62	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1481031	FREEDY	02/10/2021	104.98	02/12/2021
473	STREICHER'S	1485188	OBREMSKI	02/26/2021	248.95	02/26/2021
473	STREICHER'S	1485189	HUBER	02/26/2021	75.00	02/26/2021
473	STREICHER'S	1485190	MORELLI	02/26/2021	79.99	02/26/2021
Total 10-52100-330 CLOTHING ALLOWANCE:					508.92	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2761052	POLICE 10586-10586	02/17/2021	103.22	02/19/2021
393	PACKERLAND RENT-A-MAT INC.	2764823	POLICE 10586-10586	02/26/2021	103.22	02/26/2021
Total 10-52100-334 JANITORIAL SUPPLIES:					206.44	
10-52100-335 SCHOOL EXPENSES						
987	CAREERCERT	2500363	LMRS	12/31/2020	1,219.00	02/12/2021
Total 10-52100-335 SCHOOL EXPENSES:					1,219.00	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	02/05/2021	0702787382-00001	02/10/2021	189.36	02/12/2021
536	WE-ENERGIES	02/05/2021	0702787382-00013	02/10/2021	15.02	02/12/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					204.38	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	751609	SEASON SALT	02/02/2021	11,191.56	02/05/2021
2830	COMPASS MINERALS	758849	SEASONAL SALT	02/17/2021	10,787.57	02/19/2021
2830	COMPASS MINERALS	767482	SEASONAL SALT	02/23/2021	10,759.71	02/26/2021
2830	COMPASS MINERALS	768757	SEASONAL SALT	02/23/2021	4,525.31	02/26/2021
4888	CARLIN SALES	393974-00	CALCIUM CHLORIDE	02/09/2021	738.72	02/12/2021
Total 10-53310-400 MATERIALS:					38,002.87	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	2/10/21	0702787382-00005	02/17/2021	14.09	02/19/2021
536	WE-ENERGIES	2/10/21	0702787382-00016	02/17/2021	14.09	02/19/2021
536	WE-ENERGIES	2/15/21	0702787382-00014	02/22/2021	19.63	02/26/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					47.81	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000554-1996-4	MSW	02/15/2021	7,047.64	02/19/2021
Total 10-53630-370 LANDFILL FEES:					7,047.64	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0060859-2286-9	YARDWASTE	02/10/2021	44.97	02/12/2021
Total 10-53642-400 MATERIALS:					44.97	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7369145	SHOP	02/18/2021	11.51	02/19/2021
2241	ITU ABSORB TECH, INC	7630609	SHOP	02/08/2021	11.51	02/12/2021
2241	ITU ABSORB TECH, INC	7634911	SHOP	02/08/2021	11.51	02/12/2021
3292	OSI ENVIROMENTAL INC.	7017053	SOLVANT	12/31/2020	149.00	02/12/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					183.53	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	835412	MISC	02/08/2021	54.23	02/12/2021
51	BADGER TRUCK CENTER, INC.	794360	MISC	02/08/2021	216.95	02/12/2021
457	SEWER EQUIPMENT CO. OF A	0000186699	STRUT	02/08/2021	66.59	02/12/2021
591	CUMMINS INC.	F61477	SENSOR	02/08/2021	205.90	02/12/2021
597	BROOKS TRACTOR INC.	145890	PARTS	02/08/2021	31.93	02/12/2021
631	FACTORY MOTOR PARTS	160089229	MISC	02/08/2021	6.57	02/12/2021
665	LAKESIDE INTERNATIONAL TR	1328459	BRACKET	02/08/2021	59.31	02/12/2021
699	CARPENTER TECHNOLOGY	2557	REPAIR	02/10/2021	239.95	02/12/2021
3259	HYQUIP, LLC- WAUKESHA	00455975	HOSE	02/08/2021	62.28	02/12/2021
Total 10-53700-341 REPAIR PARTS:					943.71	
10-53700-343 FUEL						
1337	HERBST OIL, INC	12	FUEL	02/08/2021	1,349.94	02/12/2021
1337	HERBST OIL, INC	18	FUEL	02/08/2021	1,140.33	02/12/2021
1337	HERBST OIL, INC	76460	FUEL	02/08/2021	1,383.82	02/12/2021
1337	HERBST OIL, INC	76658	FUEL	02/08/2021	915.41	02/12/2021
Total 10-53700-343 FUEL:					4,789.50	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	835704	CHAIN OILS	02/08/2021	74.95	02/12/2021
Total 10-53700-344 OIL:					74.95	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	01/22/2021	0702787382-00002	02/01/2021	741.13	02/05/2021
Total 10-53800-220 GAS UTILITIES:					741.13	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/22/2021	0702787382-00002	02/01/2021	1,249.88	02/05/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53800-221 ELECTRIC UTILITIES:					1,249.88	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73470582	ACCT #205607369	02/15/2021	143.60	02/19/2021
5312	AT & T- VILLAGE	01/22/2021	414 351-8900 758 7	02/02/2021	33.52	02/05/2021
Total 10-53800-222 TELEPHONE UTILITIES:					177.12	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1/20--02/01/21	VH WATER AND SEWER	02/25/2021	768.85	02/26/2021
Total 10-53800-223 WATER/SEWER UTILITIES:					768.85	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9870341176	787066169-00001	02/02/2021	212.29	02/05/2021
2136	VERIZON WIRELESS	9872452493*	787066169-00001	02/11/2021	230.25	02/12/2021
Total 10-53800-224 CELL PHONES:					442.54	
10-53800-300 MISCELLANEOUS EXPENSE						
682	TECHMEIER, MARY ELIZABETH	2022	MAILBOX REPAIR	02/23/2021	250.00	02/23/2021
2241	ITU ABSORB TECH, INC	7630611	DPW	02/08/2021	26.73	02/12/2021
2241	ITU ABSORB TECH, INC	7634913	DPW	02/08/2021	26.73	02/12/2021
2241	ITU ABSORB TECH, INC	7639147	TOWELS/MATS	02/18/2021	209.15	02/19/2021
2241	ITU ABSORB TECH, INC	CM20152021	CREDIT MEMO	02/18/2021	134.78-	02/19/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					377.83	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9109784498	EYEWARE	02/17/2021	43.29	02/19/2021
Total 10-53800-333 SAFETY PROGRAM:					43.29	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	02/05/2021	0702787382-00011	02/10/2021	481.06	02/12/2021
Total 10-55440-220 GAS UTILITIES:					481.06	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/05/2021	0702787382-00010	02/10/2021	239.19	02/12/2021
Total 10-55440-221 ELECTRIC UTILITIES:					239.19	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	11/1/20--02/01/21	L, ICE RINK	02/25/2021	258.33	02/26/2021
186	FOX POINT, VILLAGE OF - W/U	11/1/20--02/01/21	LONGACRE PAVILION	02/25/2021	967.82	02/26/2021
Total 10-55440-450 SKATE RINK MATERIALS:					1,226.15	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	77679	FORESTRY REQUESTS	02/02/2021	2,275.00	02/05/2021
Total 10-56100-125 FORESTRY CONSULTANT:					2,275.00	
10-56100-465 TREE MAINTENANCE						
4591	VERMEER-WISCONSIN, INC.	20240725	CHAIN SAW	02/23/2021	439.86	02/26/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-56100-465 TREE MAINTENANCE:					439.86	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	135331	GIS DATA MAINT	12/31/2020	183.00	02/12/2021
Total 21-53100-233 GIS MAINTENANCE:					183.00	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	210 2 57801 PPI	HOTLINE TICKETS	02/08/2021	504.43	02/19/2021
Total 21-71000-400 MATERIALS:					504.43	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	2/5/2021	0702767382-00004	02/10/2021	9.98	02/12/2021
Total 21-72000-220 GAS UTILITIES:					9.98	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/05/2021	0702787382-00007	02/10/2021	26.37	02/12/2021
536	WE-ENERGIES	2/5/2021	0702767382-00004	02/10/2021	164.15	02/12/2021
Total 21-72000-221 ELECTRIC UTILITIES:					190.52	
21-73000-226 MMSD CHARGES						
290	MMSD	012-21	JAN1-JAN 31	02/18/2021	34,716.35	02/19/2021
290	MMSD	328-20	NOV.-DEC.	12/31/2020	65,008.24	02/19/2021
Total 21-73000-226 MMSD CHARGES:					99,724.59	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	417271030	NOV-FEB WATERBILLS	02/23/2021	189.27	02/26/2021
5873	LITHO SPECIALISTS	IS31086	LASER BILLS	02/02/2021	125.00	02/05/2021
Total 21-73000-310 SUPPLIES/EXPENSES:					314.27	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9870341176	787066169-00001	02/02/2021	37.50	02/05/2021
2136	VERIZON WIRELESS	9872452493*	787066169-00001	02/11/2021	37.50	02/12/2021
Total 21-73000-400 MATERIALS:					75.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
132	DAILY REPORTER, INC.	744960732	SANITARY SEWER	02/18/2021	187.81	02/19/2021
132	DAILY REPORTER, INC.	744960733	SANITARY SEWER	02/18/2021	175.83	02/19/2021
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					363.64	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6600706-2275-9	MONTHLY RECYCLING	02/11/2021	22,163.00	02/12/2021
Total 22-53650-210 CONTRACT SERVICES:					22,163.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	02/05/2021	0702787382-00012	02/10/2021	8.58	02/12/2021
Total 23-55420-220 GAS UTILITIES:					8.58	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/05/2021	0702787382-00012	02/10/2021	13.54	02/12/2021
Total 23-55420-221 ELECTRIC UTILITIES:					13.54	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1/20--02/01/21	POOL WATER AND SEWER	02/25/2021	1,650.42	02/26/2021
Total 23-55420-223 WATER/SEWER UTILITIES:					1,650.42	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5181	VILLAGE ATTORNEY	12/31/2020	89.70	02/05/2021
Total 24-52400-210 CONTRACT SERVICES:					89.70	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9870341176	787066169-00001	02/02/2021	35.00	02/05/2021
2136	VERIZON WIRELESS	9872452493*	787066169-00001	02/11/2021	35.00	02/12/2021
Total 24-52400-224 CELL PHONES:					70.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	210 2 57801 PPI	HOTLINE TICKETS	02/08/2021	504.43	02/19/2021
Total 25-53410-400 MATERIALS:					504.43	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5181	VILLAGE ATTORNEY	12/31/2020	1,980.40	02/05/2021
535	MUNICIPAL LAW & LITIGATION	5181 (2021 PORTIO	VLG ATTORNEY	02/04/2021	60.00	02/05/2021
2136	VERIZON WIRELESS	9870341176	787066169-00001	02/02/2021	30.00	02/05/2021
2136	VERIZON WIRELESS	9872452493*	787066169-00001	02/11/2021	30.00	02/12/2021
Total 25-53800-210 CONTRACT SERVICES:					2,100.40	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	135331	GIS DATA MAINT	12/31/2020	1,255.75	02/12/2021
Total 25-53800-233 GIS MAINTENANCE:					1,255.75	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	417271030	NOV-FEB WATERBILLS	02/23/2021	189.26	02/26/2021
5873	LITHO SPECIALISTS	IS31086	LASER BILLS	02/02/2021	125.00	02/05/2021
Total 25-55410-310 SUPPLIES/EXPENSES:					314.26	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
132	DAILY REPORTER, INC.	744955935	PUBLICATION	02/09/2021	364.97	02/12/2021
132	DAILY REPORTER, INC.	744960732	SANITARY SEWER	02/18/2021	187.81	02/19/2021
132	DAILY REPORTER, INC.	744960733	SANITARY SEWER	02/18/2021	175.82	02/19/2021
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					728.60	
40-91200-821 FIREARMS						
473	STREICHER'S	1481030	FIRE ARM	12/31/2020	601.98	02/05/2021
Total 40-91200-821 FIREARMS:					601.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
40-91400-801 DUMP TRUCK						
1378	VIKING COMMUNICATIONS	111186	INSTALL	02/08/2021	800.63	02/12/2021
1378	VIKING COMMUNICATIONS	111187	INSTALL	02/08/2021	370.01	02/12/2021
Total 40-91400-801 DUMP TRUCK:					1,170.64	
40-91500-801 STREET RESURFACING						
132	DAILY REPORTER, INC.	744960731	ROAD AND UTILITY	02/18/2021	196.25	02/19/2021
535	MUNICIPAL LAW & LITIGATION	5181	VILLAGE ATTORNEY	12/31/2020	398.50	02/05/2021
Total 40-91500-801 STREET RESURFACING:					594.75	
40-91600-800 STORMWATER ROAD PROJECT						
132	DAILY REPORTER, INC.	744960731	ROAD AND UTILITY	02/18/2021	196.25	02/19/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					196.25	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	77473	EAB	12/31/2020	1,755.00	02/12/2021
5933	WACHTEL TREE SCIENCE & SE	77678	EAB	02/02/2021	130.00	02/05/2021
Total 40-91600-833 TREE REPLACEMENT:					1,885.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
955	MILLER ENGINEERS SCIENTIS	13317	PROFESSIONAL SVCS	02/25/2021	2,524.00	02/26/2021
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					2,524.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	135331	GIS DATA MAINT	12/31/2020	692.25	02/12/2021
Total 50-53100-233 GIS MAINTENANCE:					692.25	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	58	MONTHLY	02/01/2021	20,946.20	02/05/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	753	MONTHLY MANAGEMENT FEE	02/04/2021	6,000.00	02/05/2021
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,000.00	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	210 2 57801 PPI	HOTLINE TICKETS	02/08/2021	504.44	02/19/2021
327	MENARD'S - MILWAUKEE	25392	WATER DEPT	02/01/2021	129.99	02/19/2021
474	CORE & MAIN LP	N624547	REP CLP	02/01/2021	274.84	02/19/2021
474	CORE & MAIN LP	N696785	PARTS	02/04/2021	945.34	02/19/2021
502	VILLAGE HARDWARE - VH	205014/1	WATER DEPT	02/10/2021	7.73	02/19/2021
502	VILLAGE HARDWARE - VH	205187/1	WATER DEPT	02/15/2021	22.48	02/19/2021
2241	ITU ABSORB TECH, INC	7630610	WATER DEPT	02/08/2021	8.34	02/12/2021
2241	ITU ABSORB TECH, INC	7634912	WATER DEPT	02/08/2021	8.34	02/12/2021
2241	ITU ABSORB TECH, INC	7639146	WATER	02/18/2021	44.80	02/19/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					1,946.30	
50-81000-800 CAPITAL OUTLAY						
132	DAILY REPORTER, INC.	744960731	ROAD AND UTILITY	02/18/2021	196.24	02/19/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-800 CAPITAL OUTLAY:					196.24	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80061231	HOSTING SERV UNIT	12/31/2020	148.80	02/19/2021
50	BADGER METER, INC.	80067973	HOSTING SERV UNIT	02/01/2021	149.63	02/19/2021
Total 50-81000-903 SUPPLIES AND EXPENSE:					298.43	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	417271030	NOV-FEB WATERBILLS	02/23/2021	189.27	02/26/2021
2136	VERIZON WIRELESS	9870341176	787066169-00001	02/02/2021	37.50	02/05/2021
2136	VERIZON WIRELESS	9872452493*	787066169-00001	02/11/2021	37.50	02/12/2021
5873	LITHO SPECIALISTS	IS31086	LASER BILLS	02/02/2021	125.00	02/05/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					389.27	
70-12100 TAXES RECEIVABLES						
330	MILWAUKEE COUNTY TREASU	0590280000 2019	0590280000 2019	02/23/2021	447.86	02/23/2021
681	CARNAHAN, MICHAEL L	24025	OVERPAYMENT TAXES	02/24/2021	10.00	02/26/2021
896	KEYSER, PAUL OR SUSAN	23987	OVERPAYMENT	02/11/2021	10.00	02/12/2021
1266	PETERSON OR, WILLIAM	23857	OVERPAYMENT OF TAXES	02/01/2021	4,651.96	02/05/2021
2309	ROULETTE, JESSICA OR CHAD	23991	LOTTERY CREDIT	02/11/2021	149.47	02/12/2021
Total 70-12100 TAXES RECEIVABLES:					5,269.29	
Grand Totals:					290,990.13	

Date Approved: _____

Village Manager: _____

Village Board: _____



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 1, 2021
Re: Lake Drive Non-Participating Cost Estimates

At the December 2020 Village Board meeting, staff presented a two-party design contract to the Village Board related to the design of non-participating items by Kapur along Lake Drive with such design to coincide with the design of the resurfacing of the road by the Department of Transportation (DOT). The DOT differentiates between participating costs (those that they will pay) and non-participating costs (those that they likely will not pay) and requires the local municipality to pay for the design and construction of non-participating costs. At present, 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 presented rough construction cost estimates for the water main portion of the work at the January 2021 Village Board meeting but were requested to provide more detailed construction cost estimates related to the non-participating items at a subsequent meeting so that the Village Board could set priorities related to the Lake Drive resurfacing project.

In developing the more detailed construction cost estimates, staff and Kapur & Associates focused on the following areas: water mains, storm water related improvements, bike lanes, and pedestrian crossings. The assumptions and construction cost estimates are described in more detail below. The estimated construction costs were developed using the bid prices from the 2019 and 2020 road and utility projects (except where noted) with an additional twenty percent (20%) added to the cost to account for engineering (inspection), contingencies and estimated costs in 2024/2025 when the project is expected to be done. *These costs, however, do not include design fees associated with the various components of the work.*

1. **Water Main.** Replacement of the water main is based on the memorandum previously presented to the Village Board at the January 2021 meeting and which is included in Attachment A. The priorities identified in the memorandum were identified as follows:

VILLAGE HALL

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

- a. Replace the water service laterals along Lake Drive. The estimated cost of the public side water service laterals is \$285,000 and the estimated cost of the private side laterals (lead laterals) is \$130,000 for a total estimated lateral replacement cost of \$415,000.
- b. Replace the water main at each road crossing Lake Drive so that, when the respective road crossing (e.g., Fox Lane) is reconstructed in the future we will not have to cut into Lake Drive to replace the mains. The estimated cost to replace the water mains and valves at each of the road crossings is \$240,000.
- c. Replace valves and hydrants within the project boundary. The estimated cost to replace the valves and hydrants along Lake Drive (the entire 2.6-mile project boundary) is \$325,000.
- d. Replace the water main under the pavement between Daisy Lane and Goodrich Lane. The estimated cost to replace the water main in this stretch of road is \$775,000.
- e. Relocate the water main outside the pavement.
- f. ***The total estimated water main replacement cost is \$1,755,000 along the entire 2.6 mile stretch of roadway.***

Of these priorities, only the first four have been considered in the cost estimate as the fifth priority (replace the water mains outside the pavement) is one that, based on the analysis of the water main along Lake Drive by SEH, is not required.

2. **Storm Water.** Lake Drive has a number of areas that experience drainage problems; that is, the ditches may be too deep or steep, the ditches may be too flat, there may be standing water that occurs during certain rain events, or some of the infrastructure is in poor condition. The critical areas along Lake Drive include the following:

- a. Spooner Road to Fox Lane – there is poor ditching on the west side and steep ditches on the east side. A portion of the area would receive bioswales while the rest of the area would be re-ditched. This is also a critical area as stormwater flows to the retention pond on Greenvale and Spooner and a drainage analysis is proposed to address concerns along Bywater Lane (this work will be done separately from any improvements along Lake Drive).
- b. Goodrich Lane to Links Circle – there is poor ditching on the west side of the road and an inlet on Goodrich consistently clogs during rain events. A portion of the area would receive bioswales while the rest of the area would be re-ditched.
- c. Club Circle to Lilac Lane – there is a deep ditch on the east side of the road and it is proposed that a pipe be buried to reduce the erosion along this stretch.

- d. Calumet Road to Portage Road – the cross culvert south of Calumet may need to be replaced, there is poor ditching on the west side of the road and the intersection at Portage and Lake regularly floods during heavy wet weather events. The flooding of the intersection will be addressed as part of a separate study of the drainage area and proposed improvements would be done separate from the improvements along Lake Drive. However, this area would see improved ditching and bioswales along this stretch as well as replacement of the cross culvert.
 - e. Holly Court/Barnett Lane – survey performed in 2020 found that the low point of a catch basin (across from 6720 Lake Drive) is on the west side of the road but that there is no outlet until the water is high enough in the catch basin. That is, the east side of the road flows to the low point and a pipe located on private property south of 6726 Holly Court both flow toward the low point on the west side of Lake Drive which thereby creates an artificial holding area along the west side of Lake Drive. Once the water is high enough in the catch basin on the west side of the road, the storm water will flow toward Holly Court and, eventually, the railroad tracks. This area should be considered for replacement prior to Lake Drive being paved.
 - f. Daphne Road to Acacia Road – there is a ravine in the 6500 block of North Lake Drive that receives stormwater flow from approximately 27 acres. To reduce the velocity and, in certain storm events, the volume of water draining to the ravine, it is proposed that the ditches be regraded and bioswales be installed along the road.
 - g. There are also miscellaneous drainage issues along Lake Drive at Bell Road, in the 7200 block, south of Acacia and between Acacia and School Road and the design fees and utility relocations (if applicable) are not included for these areas.
 - h. In addition to regrading the ditches and installing bioswales along Lake Drive, the cost estimate assumes that all metal pipes will be installed within the Village right of way and that all driveway culverts will be replaced.
 - i. The cost estimate for the work is as follows:
 - i. Replace storm sewer pipes - \$285,000
 - ii. Replace driveway culverts - \$285,000
 - iii. Regrade ditches - \$110,000
 - iv. Construct bioswales - \$380,000 (which may be a grant eligible project)
 - v. ***Total estimated stormwater related cost - \$1,060,000***
3. **Bike Lanes.** Based on a preliminary assessment by Kapur & Associates, Lake Drive would have to be widened at the following locations to accommodate a four-to-five-foot bike lane along the entire stretch of Lake Drive:
- a. Green Tree Road – 800 feet long on both sides of the road

- b. Bell Road – 700 feet long on both sides of the road
 - c. Calumet Road – 700 feet long on both sides of the road (adjacent to the Beach Drive segment)
 - d. Beach Drive – 750 feet long on both sides of the road
 - e. Bradley Road – 700 feet long on both sides of the road
 - f. South of Dean Road – 450 feet long predominantly on the west side of the road
 - g. The cost estimate prepared by Kapur & Associates includes excavation, placement of stone, constructing culvert extensions, paving the widened sections of road and restoration of the disturbed areas among other miscellaneous costs. The cost estimate does not include any property acquisition, utility relocation or easement costs if they would be needed nor does it include pavement striping along the remaining portions of Lake Drive should a bike lane be installed. ***The total estimated cost for the widening of these sections of road to accommodate a bike lane is \$310,000.***
4. **Pedestrian Crossings.** Three pedestrian crossings are contemplated: one at Green Tree Road, one at Beach Drive and one at Dean Road. ***The total estimated cost to install curb ramps and enhanced crossing devices is \$75,000.***
 5. **Intersection Improvements.** As described at the December Village Board meeting, intersection improvements may be proposed for Holly Court and Barnett Lane, Green Tree Road, Bell Road, Beach Drive, Bradley Road and Dean Road. The costs for intersection improvements were not evaluated as staff and Kapur & Associates will continue to discuss this subject with the DOT; namely, a few of the intersections may actually cost the DOT less if improved and, therefore, they have indicated they would be willing to make improvements to an intersection if it saves them money. At some point in the project, we will evaluate the cost to replace the intersection as it currently exists and prepare an estimate of costs if it were to be improved then have the discussion with the DOT and the Village Board.
 6. **Other Miscellaneous Costs.** Other costs not included in this estimate include replacement of portions of the Lake Drive pedestrian path, curb ramps for the pedestrian path where it intersects with cross roads, and televising of the storm infrastructure. As it stands, most of the Lake Drive pedestrian path from Dean Road south to Holly Court has already been paved and it is not recommended to repave the remaining portions of the path as part of a federally funded DOT project; rather, recommendations for replacement of the remaining portions of the path will be made during the Capital Projects discussion.

As noted during the December and January Village Board meetings, 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.

Nonetheless, it is my recommendation that, at a minimum, the Board authorize the water main component of the work. Ideally, storm water improvements should be made as well – particularly in the critical areas of the roadway. Further, the opportunity to incorporate a bike lane along Lake Drive should be seriously considered as the next DOT project for Lake Drive will likely be in the year 2050.

The overall cost estimate if all of the components are addressed is \$3,200,000 or about \$1,250,000 per mile of roadway improvements. That cost, as can be seen by our bids for the 2021 Road and Utility project, which consists of about 1.2 miles of improvements for \$2,300,000 (or about \$1,900,000 per mile) appears to be a very reasonable cost given that the state will pay the cost of the resurfacing of Lake Drive.

ATTACHMENT A



Water Utility Recommendations

Lake Drive Paving Project – 2024

The State of Wisconsin Department of Transportation (DOT) is planning on paving Lake Drive along the entire extent through the Village of Fox Point in 2024 or 2025. The DOT considers this to be a perpetuation project and only contemplates paving projects on state highways every 25-30 years. The last time Lake Drive was paved was approximately 1998. As the road will be repaved, it makes the most economical sense to address any infrastructure issues in and around Lake Drive at this time.

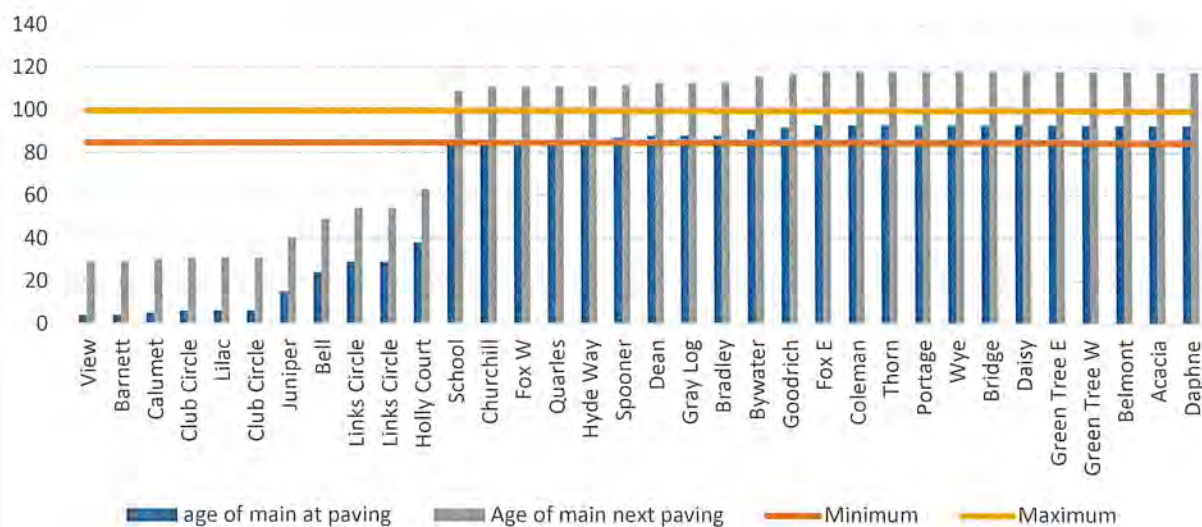
History:

Profile: Lake Drive is significantly thicker than the average road in the Village of Fox Point. There is a roughly 8-inch base of concrete below 5-6 inches of surface asphalt. This thick base complicates repairs for the water utility. First, water can become trapped underneath the base and run for a significant distance before surfacing, which makes locating the break point difficult. Typically, the utility will use an acoustic surveyor to listen over the water main to help determine where the leak is originating. Unfortunately, if there is a lot of traffic (as is the case along Lake Drive) or a lot of asphalt and concrete, this will obscure the ability of the listening device to pinpoint the leak. In addition, the repair process is slower due to the 12 inches of pavement and base the excavator is forced to break through.

Traffic: Lake Drive is a main route for business traffic into downtown for the North Shore communities. As such, this road is very busy during peak hour travel in the morning and afternoon. Interruptions of this route are difficult at best. During construction and main breaks, road closed signs are not always honored by the public and staff is always needed to re-direct drivers that ignore the road closed signs.

Water Infrastructure: The route for the 12-inch water main in Lake Drive varies. On the north and south extents, the existing water main is outside of the pavement along the east side of the right of way. Between roughly Daisy Lane and Goodrich Lane, the water main is located in the northbound lane of Lake Drive. This also coincides with the road transitioning through a series of curves. The road is also lined by wooded areas along this portion which further impedes sight lines. This makes for a dangerous work environment for both crew and commuters, as construction crews are in and out of

traffic lanes and around blind curves while making the necessary repairs. In addition to the safety concerns of the location, the water infrastructure under Lake Drive is aging. Some of this infrastructure will be 93 years old at the time of the paving project. As is shown in the graph below, the two horizontal lines represent the minimum and maximum useful life for watermain – which is roughly 80 to 100 years. This is derived from the attached Public Service Commission of Wisconsin depreciation tables. The mains represented in the graphs are the smaller 6- and 8-inch crossings along Lake Drive. The majority of these mains are in the range of “end of life cycle”, and will all certainly be past their useful life cycle at the time of the next State paving project. Smaller water mains also have thinner pipe walls, so they cannot weather the corrosion cycle as well as a 12-inch water main, which has a thicker pipe wall.



Typical risk analysis will take into consideration two factors: Likelihood of failure, and impact (consequence) of failure. As shown in the chart below, due to the infrastructure entering the end of its useful life, the likelihood of a main break is “Likely to Very Likely”, and for the areas where the main is under pavement – and in blind curves – the impact of the break is significant. Based on this assessment, the risk of doing nothing with this segment of water main is high.

		Impact →				
		Negligible	Minor	Moderate	Significant	Severe
Likelihood ↑	Very Likely	Low Med	Medium	Med Hi	High	High
	Likely	Low	Low Med	Medium	Med Hi	High
	Possible	Low	Low Med	Medium	Med Hi	Med Hi
	Unlikely	Low	Low Med	Low Med	Medium	Med Hi
	Very Unlikely	Low	Low	Low Med	Medium	Medium

Priorities: In looking at the water infrastructure in the project boundaries, Water Utility staff recommend the following actions:

1. **Replace Laterals along Lake Drive:**
 - a. There are 10 lead laterals within the project boundaries. The WDNR will soon force utilities to replace all lead laterals, so prior to resurfacing the road we recommend replacing these laterals.
 - b. Also, copper laterals are beyond the PSCW depreciation window. The water laterals will be 93 years old in 2024. Standard PSC depreciation for laterals is 45 – 60 years and they are already well beyond their useful life. So, it is recommended that these also be replaced.
2. **Crossing Water Mains:** The water mains that connect to the Lake Drive 12-inch water main are typically smaller in diameter. 8-inch and 6-inch water mains have much thinner pipe walls than the 12-inch water main. These smaller mains have a much higher probability of failure in the next 25 years than the 12-inch Lake Drive watermain. Recently we had two failures on the 6-inch pipe that feeds Thorn Lane. One of these failures was on the edge of Lake Drive. Field observations showed the pipe was heavily corroded, indicative of the other small diameter crossing mains. One failure was a large (softball sized) blow hole, the other was a crack around the pipe. This represents two different modes of failure. The blow hole is indicative of spot corrosion in a small area, the crack around is indicative of long line corrosion or pipe wall thinning over the entire length of the pipe. If this pipe is representative of the rest of the pipe along the project, replacement of the crossing mains should be a

high priority. If the board feels that the Utility should expand the SEH study to include these crossing mains rather than just replace these mains, the Utility would support this expenditure.

3. **Problem valves within the project boundaries:** There are seven 12-inch valves that have not held during water main breaks along this project. If the existing 12-inch pipe will remain, we should replace these valves before resurfacing. This will minimize the area of isolation during water main repair in the future, inconveniencing fewer residents during the repair process.
4. **12-inch water main under pavement:** (Daisy Lane north to Goodrich Lane) The water utility recommends the Village replace this section of water main. Several sections of this water main were recommended to be replaced by the consultant (SEH). The other sections are a safety concern during water main breaks due to the location in the road and on the curves/bends along the road. If not replaced, future water main breaks will result in the pavement being tore up and traffic rerouted around the main break.
5. **12-inch water main outside of pavement:** Based on the risk matrix, the water utility does not recommend replacing this watermain (north of Goodrich and south of Daisy). The water main is technically at the end of its useful life, however the SEH study indicates that the probability of its failure is relatively low, and based on location of the watermain (outside of pavement) the consequence of failure is lower.

As the manager of the water utility, I wanted to provide the Village Board with information and analysis to assist you with making capital improvement decisions regarding this project. If you have any additional questions regarding this analysis, please do not hesitate to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jim Voigt', with a stylized flourish extending to the right.

Jim Voigt

Village of Fox Point Water Utility/City Water LLC

414.559.8656

jim.voigt@citywaterusa.com

Wisconsin Municipal Water Utilities
Benchmark Ranges of Depreciation Rates
Effective Date is January 1, 2008

Effective Date is January 1, 2008						Recommended		
Account		Service Life		Net Salvage		Range of Deprec.		Recommended
Number	Account Title	Range of Years		Range of Percents		Rates - Percents		Depreciation
		Min	Max	Min	Max	Min	Max	Rate
	Transmission and Distribution Plant							
341	Structures and Improvements	30	- 40	-15%	- 0%	2.5%	- 3.8%	3.2%
342	Distribution Reservoirs and Standpipes	50	- 65	-10%	- 0%	1.5%	- 2.2%	1.9%
343	Transmission and Distribution Mains	85	- 100	-10%	- 0%	1.0%	- 1.3%	1.3%
345	Services	45	- 60	-30%	- 0%	1.7%	- 2.9%	2.9%
346	Meters	16	- 25	0%	- 0%	4.0%	- 6.3%	5.5%
348	Hydrants	55	- 75	-20%	- 0%	1.3%	- 2.2%	2.2%
349	Other Transm. and Distribution Plant	15	- 30	0%	- 0%	3.3%	- 6.7%	5.0%

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
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ANTHONY J. GARCIA
SADIE R. ZURFLUH

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

March 4, 2021

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

**Re: Conditional Use Order
 Spring North Corporation d/b/a Pantry 41
 First Draft**

Dear Mr. Botcher:

I received your request that I prepare a Conditional Use Order concerning Spring North Corporation d/b/a Pantry 41, in the Village of Fox Point. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of a Conditional Use Order that I have prepared for your consideration. Note that the final decision matrix, marked to show the Board's answers to the questions, should be attached to this document. I can prepare that final matrix, on request, or Kelly may have that ready to go. Let me know if you would like me to do it.

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

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

Eric J. Larson

Eric J. Larson

EJL:jj
Attachment
cc: Kelly Meyer, Village Clerk/Treasurer
 Douglas Frazer, Village President

Document Number	Document Title
Conditional Use Order concerning Spring North Corporation d/b/a Pantry 41, in the Village of Fox Point	
Recording Area	
Name and Return Address: Eric J. Larson Municipal Law & Litigation Group, S.C. 730 N. Grand Avenue Waukesha, WI 53186	
Tax Identification Number:	

This instrument was drafted by
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.

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

CONDITIONAL USE ORDER
Spring North Corporation d/b/a Pantry 41

[date]

Petitioner: Spring North Corporation d/b/a Pantry 41

FINDINGS OF FACT¹

1. On or about October 14, 2020 the petitioner submitted an application for a conditional use permit to conduct a gas station and convenience store operation.
2. Upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all parties-in-interest as required by Section 745-18(6) & Wisconsin Statutes Sections 61.35 & 62.23(7)(de), the Village Board held a public hearing on February 9, 2021, as required by Section 745-18(6) of the Village Code.
3. The purpose of the scheduled Public Hearing was to consider said application.
4. The Petitioner failed to appear at the Public Hearing. Nobody spoke in favor of the application at the Public Hearing.
5. Several residents spoke at the Public Hearing, expressing concerns about the proposed use. Many residents expressed that this is not a good use of the property, it would create traffic pattern problems and risks of traffic accidents, the late hours would be inconsistent with the residential character of the Village, and the late hours of operation drawing traffic to the area could invite crime and other misbehavior inconsistent with the character of the Village.
6. Following the Public Hearing, the Village Board reviewed a decision matrix which is attached hereto and incorporated herein as Exhibit A, documenting certain findings of the Village Board that not all of the standards of the Village Code are met.
7. The Village Board finds that the applicant failed to present substantial evidence that the use would not impede the normal and orderly development and improvement of the adjoining properties or properties in the D business district. The applicant presented no evidence or argument at the hearing on this point. The opponents did provide substantial evidence that this standard would not be met by this operation, raising numerous concerns about

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

development in this area that is a gateway to the Village. The Village Manager also expressed concerns about this use impeding development and improvement in the area.

8. The Village Board finds that the applicant failed to demonstrate that adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to serve the proposed use. The applicant provided nothing at the hearing on this point. The Village Board finds that the opponents provided substantial evidence that this standard would not be met, raising numerous concerns about vehicle access and safety.
9. The Village Board finds that the applicant failed to demonstrate whether adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion on the public streets. The applicant provided nothing at the hearing on this point. The opponents provided substantial evidence that this standard would not be met, noting the risk of traffic congestion on the public streets, traffic pattern concerns, and safety for pedestrians, bicycles and vehicles. Some residents noted such concerns by reference to a similar operation nearby and their personal experience with such congestion and safety concerns.
10. The Village Board finds that the applicant failed to demonstrate whether there will be compliance with all other applicable laws and regulations. The applicant failed to address compliance issues noted by staff, concerning lighting and setback. The Village Board finds the opponents provided substantial evidence that applicable laws would not be followed.
11. The Village Board finds that the applicant failed to demonstrate whether traffic entering or exiting the site is likely to endanger safety or cause congestion on nearby streets. The applicant provided no evidence or testimony on this point. The opponents provided substantial evidence that this standard would not be met by the proposed use, based in part upon experiences with similar nearby operations.
12. The Village Board finds that the applicant failed to demonstrate that the building or use would have no negative impact on the maintenance of safe and helpful conditions in the Village. The applicant provided no proof of meeting this standard. The Village Board finds that the opponents provided substantial evidence that the applicant would not satisfy this standard.
13. The Village Board finds that the applicant failed to demonstrate that buildings and uses would provide for safe traffic circulation and safe driveway locations. The applicant provided nothing at the hearing to show this standard would be met. The Village Board finds that the opponents provide substantial evidence that the applicant would not meet this standard. The traffic on abutting roads, the ingress and egress locations, and the interior circulation all present significant concerns that have not been addressed by the applicant.
14. The Village Board finds that the applicant failed to demonstrate that buildings and uses would make appropriate use of open spaces. The applicant provided nothing to show this standard would be met. The Village Board finds that the opponents provided substantial evidence that the applicant would not meet this standard.

15. The Village Board finds that the applicant failed to demonstrate that every building shall be set back from the center line of each adjoining street or area reserved for highway purposes, or any extension or separated portion thereof, not less than the street setbacks specified in the official zoning map. The applicant failed to explain the setback encroachment noted in their plans, or how they would intend to comply. The Village Board finds that the opponents provided substantial evidence that the applicant would not meet this standard.
16. The Village Board finds that the applicant failed to demonstrate that the proposed use would comply with the requirements of the Village Code regulating exterior lighting. The applicant provided nothing at the hearing to demonstrate compliance. The Village Board finds that the opponents provided substantial evidence that the applicant would not meet this standard.
17. The Village Board finds that the applicant failed to demonstrate that, in addition to the required parking stalls, adequate driveways or space required for movement of automobiles on such parking area would be provided. The applicant presented nothing at the hearing in support of meeting this standard. The Village Board finds the opponents provided substantial evidence that the applicant would not meet this standard. The movement of vehicles and driveways were identified as opponents as a serious safety hazard, and the Village Board agrees such issues were not adequately addressed by the applicant.
18. The Village Board finds that the applicant failed to demonstrate that such off-street parking area would be surfaced and maintained reasonably dustless in accordance with standards prescribed by the Director of Public Works/Village Engineer, and be adequately lighted when in use, and in no case closer than 20 feet to any adjoining residence district or to any street line lying between the business district and the residence district. The applicant failed to explain the setback encroachment noted in the applicant's plans. The Village Board finds opponents provided substantial evidence that the applicant would not meet this standard.
19. Ultimately, upon consideration of all of the information provided at the public hearing, the Village Board finds that the Petitioner has not shown by substantial evidence that all standards of the Village of Fox Point Zoning Ordinance would be met, and substantial evidence to the contrary has been provided.

CONCLUSIONS OF LAW²

1. Section 745-18 D. (4)(c) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the approval of the application would impede the normal and orderly development and improvement of the adjoining properties or properties in the same D Business District. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.

² See footnote 1.

2. Section 745-18 D. (4)(d) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
3. Section 745-18 D. (4)(e) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion on the public streets. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
4. Section 745-18 D. (4)(f) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether there will be compliance with all other applicable laws and regulations. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
5. Section 745-18 D. (4)(g) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether traffic entering or exiting the site is likely to endanger safety or cause congestion on nearby streets. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
6. Section 745-18 F. (1)(b) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: No building or use should have a negative impact on the maintenance of safe and healthful conditions in the Village. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
7. Section 745-18 F. (1)(e) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Buildings and uses should provide for safe traffic circulation and safe driveway locations. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
8. Section 745-18 F. (1)(h) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Buildings and uses shall make appropriate use of open spaces and the Village Board may require appropriate landscaping and planting screens. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
9. Section 745-18 F. (4) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Every building shall be set back from the center line of each adjoining street or area reserved

for highway purposes, or any extension or separated portion thereof hereafter established, not less than the street setback specified upon the Official Zoning Map; provided, however, that no setbacks will be less than 15 feet plus ½ the width of the abutting road or area reserved for highway purposes. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.

10. Section 745-18 F. (6) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: The provision of any exterior lighting shall be subject to Chapter 670, Article XI, of this code regulating exterior lighting and any amendments thereto, or other ordinance enacted regulating exterior lighting. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
11. Section 745-18 F. (7)(c) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: In addition to the required parking stalls, adequate driveways or space required for movement of automobiles on such parking area shall be provided. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
12. Section 745-18 F. (7)(e) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Such off-street parking area shall be surfaced and maintained reasonably dustless in accordance with standards prescribed by the Director of Public Works/Village Engineer and shall be adequately lighted when in use. In no case shall any portion of the paved parking area be closer than 20 feet to any adjoining residence district or to any street line lying between the business district and the residence district, and said 20 feet shall be landscaped and maintained in an attractive manner. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the applicant has not met this standard.
13. Wisconsin Statutes Section 62.23(7)(de)2.b., states, in part: “The applicant must demonstrate that the application and all requirements and conditions established by the [village] relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence.” The Village Board finds that the applicant failed to make the required demonstration in support of the application.

THEREFORE, IT IS ORDERED AS FOLLOWS:

The conditional use permit application of Spring North Corporation d/b/a Pantry 41 for a gas station and convenience store, **IS HEREBY DENIED.**

[signatures on following page]

Dated this _____ day of _____, 20____.

VILLAGE OF FOX POINT

By: _____
Douglas Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 2, 2021
Re: Chapter 325 of the Village Code

In November 2019, the Environmental Protection Agency (EPA) proposed modifications to the lead and copper rules that impacts the Village of Fox Point and the North Shore Water Filtration Plant. These rules, some of the highlights of which are discussed below, were promulgated on January 15, 2021 and become effective March 16, 2021. Water systems, such as ours, are required to comply with the provisions of the new Lead and Copper Rules by January 16, 2024.

The final rule includes, among other things, the following important changes:

1. A requirement that utilities develop lead service line (LSL) inventories regardless of service line ownership (public or private). Under the rule, "utilities must always pursue full lead service line replacement when disturbing a lead service line and are required to replace the utility-owned portion of a lead service when a customer elects to replace the customer-owned portion of the line." (American Water Works Association).
2. Testing of elementary schools and child-care facilities.
3. Public notification within 24 hours if a water system exceeds the 15 ug/L lead action level.
4. A new "trigger level" of 10 ug/L that, "when exceeded, requires a system that currently employs corrosion control to re-optimize existing treatments." (AWWA).

Under the new Lead and Copper Rule, water systems above the 15 ug/L action level will be required to fully replace a minimum of three percent (3%) of the number of known or potential lead service lines annually. With respect to the replacement of lead service lines, Fox Point has been very proactive in replacing the utility-owned side of the line during our road and utility reconstruction projects. During those projects, we have also provided property owners with the opportunity to replace the customer-owned side of the lateral; however, not all property owners have agreed to have their line replaced.

VILLAGE HALL

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

Under the proposed ordinance change, property owners with known lead service lines will be required to replace their line. Requiring this be done will assist the Village in meeting the requirements of the new Lead and Copper Rules. Staff recognizes the financial burden this may place on property owners and, as a result, also propose that property owners be specially assessed for the cost of the work (only the customer-owned side of the line) over a period of three years if they choose not to pay the cost in full after the work is completed.

The proposed ordinance revision and frequently asked questions related to the Lead and Copper Rule are attached to this memorandum. Given the requirements under the new rules, it is staff's recommendation that the proposed ordinance modifications be adopted in time for this year's road and utility reconstruction project.

Resolution

ORDINANCE NO. _____

AN ORDINANCE TO CREATE ARTICLE V of CHAPTER 325
OF THE VILLAGE OF FOX POINT VILLAGE CODE
RELATED TO THE REPLACEMENT OF LEAD WATER SERVICE LINES
WITHIN THE VILLAGE OF FOX POINT

WHEREAS, lead service lines pose a threat to the public health based on the potential for leeching of lead into drinking water; and

WHEREAS, disturbing an existing lead service line or reconnecting it to the Water Utility may increase lead levels in drinking water; and

WHEREAS, elevated lead levels in drinking water have been determined to cause health problems in young children, pregnant women and their unborn children, and are also potentially harmful to adults.; and

WHEREAS, The Environmental Protection Agency (the EPA) has published final regulatory revisions to the National Primary Drinking Water Regulation for Lead and Copper (the Lead and Copper Rule, 40 CFR 40 CFR Parts 141 and 142) under the authority of the Federal Safe Drinking Water Act (42U.S.C. Sec. 300f et seq).; and

WHEREAS, the Lead and Copper rule as recently revised accelerate the replacement of lead service lines; and

WHEREAS, establishing a comprehensive program for removing and replacing lead service lines will further the Village's efforts to meet the applicable requirements of Wisconsin Department of Natural Resources for local compliance with the Lead and Copper Rule and Chapter NR 809.54 through 809.55 of the Wisconsin Administrative Code); and

WHEREAS, based on the above, and upon the recommendation of the Village Director of Public Works, the Village Board finds that it is in the public interest to establish a comprehensive program for removing and replacing all lead service lines within and connected to the Water Utility distribution system.

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

SECTION 1: Article V entitled "Lead Water Service Line Replacement" of Chapter 325 of the Village of Fox Point Village Code entitled "Water," is hereby created to read as follows:

See Attached.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2021.

VILLAGE OF FOX POINT

Douglas Frazier, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2021.

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Chapter 325

Chapter 325 Water

Article V. Lead Water Service Line Replacement

§ 325-25. Intent and purpose.

Lead service lines pose a threat to the public health based on the potential for leeching of lead into drinking water. The Board of Trustees therefore finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead water service lines in use within the Water Utility system and to that end declares the purposes of this article to be as follows:

- A. To ensure that the water provided by the Water Utility meets the water quality standards specified under the federal Safe Drinking Water Act; and
- B. To further protect the health and welfare of Village residents and users of Village water; and
- C. To meet the requirements of the Wisconsin Department of Natural Resources for local compliance with the federal Lead and Copper Rule; and
- D. To accomplish the eventual replacement of all lead water service lines in use in the Village.

§ 325-25. Authority.

This article is enacted pursuant to § 61.34(1), § 66.0911 and § 281.45, Wis. Stats.; and as mandated by the federal Safe Drinking Water Act, the National Primary Drinking Water Regulation for Lead and Copper, otherwise known as the federal Lead and Copper Rule, and related regulations enforced by the Environmental Protection Agency and the Wisconsin Department of Natural Resources.

§ 325-26. Lead Service Line Replacement Requirement.

- A. All existing *private* lead service lines connected to the Water Utility shall be replaced at the property owner's expense with water service lines constructed of materials approved by the Water Utility. Existing lead service lines shall be replaced as provided in § 325-27.
- B. As of the effective date of this article, no repair of a privately-owned lead service line or reconnection of a privately-owned lead service line to a Water Utility-owned water service line shall be permitted.

§ 325-27. Replacement of Lead Service Line in Conjunction with a Street or Utility Reconstruction Project.

- A. Utility-side lead service lines shall be replaced as part of a street reconstruction project.

- B. Before undertaking a street reconstruction project or a project involving the replacement of the utility-side lead service line or other utility service lines, the Water Utility shall identify those properties that connect to the utility-side lead service line or other utility service lines planned for replacement or that abut the street reconstruction project.
- C. Prior to scheduling a street reconstruction project or a project involving the replacement of the utility-side lead service line or other utility service lines, a certified Water Utility operator or Water Utility employee proficient at determining lead service line materials shall inspect all connected and affected property owner-side service lines for the presence of lead.
- D. If a property owner's service line is found to be constructed of lead, Water Utility shall notify the property owner in writing of the following:
 - (1) the Utility's finding that property owner's service line is found to be constructed of lead; and
 - (2) the property owner must replace the lead service line in conjunction with Water Utility's scheduled project; and
 - (3) the failure to do so may subject the property owner to the penalties set out in § 325-29.
- E. Upon receipt of a notice under preceding subsection, the property owner shall, within ____ business days, do one of the following:
 - (1) Replace the lead service line at the property owner's expense by contracting with a licensed contractor. The work shall be performed in accordance with all applicable state, local and utility regulations, and as provided in subsection (F) below.
 - (2) Elect to have a Village contractor replace the lead service line as part of the street reconstruction project or the project involving the replacement of the utility-side lead service line or other utility service lines. A property owner electing to have a Village contractor replace the property owner's lead sewer service line replacement shall, prior to the commencement of this work:
 - (a) Execute a hold-harmless agreement holding the Village harmless and free from any claim or liability for damage done in performance of the lead service line replacement work.
 - (b) Execute a temporary right of entry and construction easement authorizing the Village and its contractor access into the dwelling as needed in order to complete the connection.
 - (c) Execute all documents required by the Village to ensure payment by the property owner for the replacement of the property owner's lead service line as provided in § 325-28.

- F. If a property owner elects to replace the lead service line at the property owner's expense, the following regulations shall apply:
- (1) At least ___ days prior to the date of the scheduled replacement of the utility-side service line or the reconstruction of utility facilities or of the street abutting the affected property, the Water Utility shall notify the property owner in writing of the scheduled date of replacement of the utility-side lead service line or other utility service lines or of the street reconstruction abutting the affected property.
 - (2) Within ___ days of receipt of the replacement notice, the property owner must schedule the replacement of the lead service line to coincide with the scheduled replacement of the utility-side lead service line or other utility service or of the street reconstruction abutting the affected property. The property owner shall promptly notify the Water Utility that the replacement of the lead service line has been scheduled and shall provide the name of the plumbing contractor who will complete the replacement work.
 - (3) The property owner's lead service line replacement work must be completed at the same time as the utility-side lead service line service line is replaced unless an extension is allowed. Failure to commence replacement of the property owner's lead service line as required by this article or to complete such work within a reasonable time after commencement of the work may subject the property owner to the penalties set out in § 325-29.

§ 325-28. Financing the Replacement of a Property Owner's Lead Service Line by Village Contractor.

If the property owner elects to have a Village contractor replace the property owner's lead service line as part of a street reconstruction project or a project involving the replacement of the utility-side lead service line or other utility service lines, the cost of replacing the privately-owned portion of the lead service line shall be determined and paid as follows:

- A. The Water Utility shall determine the cost to replace the property owner's lead service line as part of a street reconstruction project or a project involving the replacement of the utility-side lead service line or other utility service lines, and shall notify the property owner in writing of that determination and the basis for it.
- B. The owner's share of the cost shall be assessed to the property as a special assessment.
 - (1) Upon receipt of an invoice for this special assessment from the Village, the owner may pay the invoice, without interest, by making payment to the Village within 45 days of the date of the invoice.
 - (2) If the invoice is not paid in full within the specified time, the total amount of the principal of the invoice remaining unpaid shall be spread equally over the first available and next succeeding 2 tax rolls. In addition to the principal remaining, interest shall be added commencing after the billing date of the invoice. A 45-day

grace period for payment shall be granted from the date of billing. If the invoice is not paid within the grace period, interest shall be charged on any remaining balance as of the date of the billing. The interest rate charged shall be _____.

- (3) After being placed on the tax roll in annual installments, the amounts of the special assessments shall be paid within the time allowed for the payment of general property taxes. If the property owner fails to pay a special assessment within the time allowed for payment, it shall become delinquent and shall be treated in the same manner and subject to the same laws as a delinquent general property tax.

§ 325-29. Enforcement, Violations and Penalties.

In addition to all other penalties as provided by § 1-4 of the Village Code, any property owner violating any provision of this article shall, upon conviction, be punished by forfeiture of not less than \$100 nor more than \$400 and the cost of prosecution. Each day of violation is a separate offense.

Lead and Cooper Rule
Frequently Asked Questions

EPA's Lead and Copper Rule Revisions

Frequently Asked Questions

Why did the EPA make revisions to the Lead and Copper Rule?

The EPA made changes to better protect public health through a holistic approach that focuses on targeting the most impacted areas for lead in drinking water, strengthening treatment requirements, removing lead service lines, increasing sampling reliability, improving risk communication, and protecting children in schools and child care facilities.

When do water systems need to comply with the new Lead and Copper Rule?

The new Lead and Copper Rule was promulgated as of January 15, 2021 but it does not become effective until March 16, 2021. Water systems need to be ready to comply with the new regulation by January 16, 2024.

Why did the EPA create a trigger level for lead in drinking water?

In addition to the 15 ug/l (15 parts per billion) action level, the EPA established a new 10 ug/L trigger level. The trigger level ensures that water systems take a progressive set of actions to reduce lead levels at the tap and are prepared in the event of an action level exceedance. Water systems that exceed the trigger level will have to take steps to improve corrosion control treatment and conduct lead service line replacement.

What are the new requirements for replacing lead service lines?

Water systems above 10 ug/L, the new trigger level, but below the action level of 15 ug/L are required to work with their state to set an annual goal for replacing lead service lines. They are also required to conduct outreach to encourage homeowner participation in the system's service line replacement program.

Water systems above 15 ug/L action level will be required to fully replace a minimum of 3 percent of the number of known or potential lead service lines annually. The EPA requires that water systems fully replace lead service lines under their control (that is, from the curb stop, or Right of Way, to the water main). If the customer-owned portion of the lead service (that is, from the curb stop to the water meter) does not get replaced at the same time, the partial lead service replacement will NOT count as a lead service replacement. Consequently, water systems need to implement a means of requiring

homeowners to replace their lead service lines when a municipality or the local water system replaces its portion of the lead service.

Water systems are also required to replace the water system owned portion of the line when the customer notifies them that they have replaced the portion of the line they own.

How and why are tap sampling instructions changing?

Water systems are no longer allowed to instruct samplers to flush water before the 6-hour stagnation period and then take a sample for lead testing. Furthermore, they are no longer allowed to instruct samplers to clean or remove their faucet aerator (i.e. faucet screen) before sampling. Lastly, wide mouth bottles must be used to ensure samples are collected at a flow rate similar to how consumers typically fill a glass of water to drink. Residents will have to collect multiple sample bottles to capture samples.

Why is the EPA proposing changes to tap sampling tiering requirements?

The EPA is proposing that sites with lead service lines be prioritized for sampling. Water systems with lead service lines must collect all samples from sites served by lead service lines, if available.

What are the changes to corrosion control treatment (CCT) options in this rule?

The new Lead and Copper Rule requires water systems that have CCT in place to re-optimize their CCT if the trigger level or action level is exceeded. Water systems that do not have CCT in place are required to conduct a CCT study if the trigger level is exceeded and are required to install CCT if the action level is exceeded. Water systems are required to complete CCT installation regardless of whether they meet the lead action level in subsequent monitoring periods. In addition, CCT will be reviewed by the state regularly during sanitary surveys.

What are the new public education requirements?

The new Lead and Copper Rule builds upon the existing public education requirements with many improvements. Communities will be quickly informed, within 24 hours, of an action level exceedance. Individual households whose tap sample exceeds 15 ug/L will also be informed within 24 hours. Community members will have access to information about lead service lines in their community. Consumers with a lead service line will be annually notified and be provided information about actions they can take to reduce

their exposure. New customers would be informed about the presence of a lead service line when they establish new water service. Communities may also experience enhanced collaboration amongst water systems, health departments, and school and child care facility managers to reduce lead in drinking water at schools and child care facilities.

What are the new school sampling requirements?

Water systems must conduct lead in drinking water testing at licensed child care facilities and elementary schools. Water systems must also sample at secondary schools if requested. Sample results and lead in drinking water education materials must be provided to each sampled school/child care, primacy agency and local or state health department.

What is the Village of Fox Point proposing to comply with the proposed rule?

Fox Point has proposed modifying Village Code to require property owners to replace their lead service laterals whenever the Village performs a road reconstruction and/or water main replacement project and replaces its portion of the lead service laterals. Property owners will be informed of the work and they will be provided with the options to (a) hire their own contractor to replace the lead service lateral or (b) work through the Village's contractor to have the lead service lateral replaced. The cost for replacement of the property owner's lead service lateral will be borne by the property owner and, if contracted through the Village and its contractor, will be allowed to be specially assessed over a three-year period.

What is the ultimate goal?

Fox Point has approximately 110 known lead service laterals out of approximately 2,500 properties. Ultimately, the goal is to eliminate all known lead service laterals to improve water quality for the individual property owner.



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: March 4, 2021
Re: Consideration and Possible Action Related to the Beach Drive Coastal Resiliency Project

This matter is before the Village Board for reconsideration of the decision at the January 2021 meeting to award the Beach Drive Coastal Resiliency Project to the Smith Group. The motion which was approved was to "accept the contract proposal of Smith Group, subject to the review and approval of the Village Attorney." On or about January 13, 2021, the Smith Group was informed of the decision and they were asked to provide staff with a contract for review and approval. On January 15, 2021, the Smith Group standard terms and conditions were sent to the Village but a full scope of services related to the project was not provided at that time. Staff forwarded the standard terms and conditions to the Village Attorney on the same day as their receipt.

Staff received correspondence from the Village Attorney on January 25, 2021, which detailed the concerns with the standard terms and conditions and this was forwarded to the Smith Group on January 28, 2021. In the correspondence to the Smith Group, they were also asked to provide an update on the development of the full scope of services for the project. Staff received a note that they would "work on completion of the Scope over the next few days."

On February 10, 2021, staff sent the Smith Group the bathymetric survey from Miller Engineers and they were, again, asked to provide an update on the development of the scope of services. There was no response from the Smith Group so, on February 12, 2021, staff again sent a note to the Smith Group asking about the status of the development of the full scope of services for the project.

Finally, late on February 17, 2021, staff received a note that they would be able to send the Village a scope of services in the next day or two. Finally, late on February 18, 2021, the Smith Group submitted a draft of the full scope of services to the Village for review. This was promptly sent to the Village Attorney for his review and comment. On February 23, 2021, the Village Attorney sent a note to staff concluding that "I remain unable to approve the form of the agreement at this time. The contractor has not expressed a willingness to make certain requested revisions, or even to discuss those terms, to date." Mr. Larson concluded by noting the "Village Board's condition of approval has not been met, therefore." (Please refer to Mr. Larson's correspondence attached hereto).

In addition to the fact that the terms of the contract cannot be approved at this time, I expressed considerable concern to the project manager for the Smith Group that it took over five (5) weeks to simply receive the first draft of the full scope of services for the contract. To put this into perspective, receipt of the draft scope of services occurred after the dates they had identified in their proposal for stakeholder sessions, the first public information meeting and a second Village meeting (late January into early February).

The delays in contract development combined with the inability to arrive at acceptable terms caused me to question whether the Smith Group is the appropriate consultant to be leading the Village efforts to develop a resilient shoreline. Additionally, the lack of correspondence updating staff on the development of an agreeable scope of services led to me questioning their commitment to the Village. As a result, it is my recommendation that the Village Board reconsider their award to the Smith Group based on the contract review concerns.

If the Village Board so elects to reconsider the award and presuming the Village will not come to an agreement with the Smith Group on a contract to perform the services, I reached out to MSA and GZA Environmental on or about February 12, 2021, the next highest ranked consultants for the project, to inquire whether they would still be interested in performing the work. Both not only indicated a desire to perform the design services but they also submitted a draft scope of services to me in under two weeks.

After receipt of the draft scope of services, I developed a supplemental ranking system for the two consultants which included the following:

- Did the consultant meet and/or reflect the originally proposed language from the proposal sent to the Village along with any supplemental information submitted prior to the January Village Board meeting.
- The schedule proposed by the respective consultant given that we are now two months behind schedule.
- Concerns with the draft contract language (though it has not been reviewed by Mr. Larson yet).
- Other activities performed to advance the work though not under contract yet.
- Attention to detail in the contract and scope of services.
- Uniqueness of other aspects of the proposed scope of services.

As noted at the January Village Board meeting, I rank each category on a scale of 1 to 5 with a score of 3 meaning the consultant meets my expectations, a score above 3 means they have proposed something that exceeds my expectations and a score below 3 means they do not meet my expectations. The scores for each consultant are discussed below.

MSA

1. MSA accurately reflected their proposal language in the contract documents (score of 3).
2. They proposed a very reasonable and rational schedule for the project, with bidding to occur in early January 2022 (due in part to the delays that have occurred – score of 4).

3. The draft contract, however, uses as its base the Engineer's Joint Contract Documents Committee standard form of agreement between an Owner and Engineer and is extraordinarily long (47 pages) and protective of the Engineer. Throughout the contract, five pages is devoted to the proposed scope of services while the remaining portion contains the contract between the parties. Bear in mind the Village Attorney has yet to review the contract. For this, MSA received a score of 2.
4. Based on my review of the contract and correspondence from MSA, it does not appear that they have undertaken any activities to advance the project and received a score of 3 (based on the fact that the expectation is nothing is required to be done while not under contract).
5. The contract and proposed scope of services contains some spelling and grammatical errors but otherwise meets my expectations (but for the length of the contract) and receives a score of 3.
6. From a uniqueness perspective, MSA has proposed creation of a storyboard online that allows the visitor to see the existing conditions and the proposed design by simply swiping right or left on the screen. It appears to be interactive and also allows the visitor to comment on the proposed design. For this, MSA receives a score of 5.
7. Their overall score is 20.

GZA

1. GZA also accurately reflected the original scope of services and received a score of 3 for this item.
2. GZA's schedule is far more aggressive and they anticipate bidding the work in June with construction beginning in July. While this meets the originally anticipated schedule reflected in the RFP from last fall and has been condensed due to the delays in developing a contract for the project, I question whether it is a workable schedule given we have not received an award from FEMA yet. As such, I inquired whether the cost of the work would change if there are delays in the project due to FEMA awarding the project at a later date and was informed that there would be no increase in the cost of the work even if construction does not commence in 2021. Regardless of whether the schedule is aggressive or we decide to develop the project through the remainder of the year, I view it as favorable to the Village and gave them a score of 3.5.
3. The contract is comprised primarily of the draft scope of services and the actual terms and conditions are only four pages long. Some of the language in the terms and conditions, much like MSA's contract, will be subject to review and approval by the Village Attorney but I am of the opinion that the contract has been kept very simple. For this, GZA received a score of 4.

4. It appears apparent to me that GZA is very interested in performing the work by virtue of their work performed outside of any assurance of being reimbursed for services already performed. For instance, GZA conducted field and bathymetric surveys along the shoreline in early November, have visited the site a number of times, and has spoken with the DNR regarding a permit schedule for the project. In fact, GZA has gone out on a limb and scheduled a conference call with the DNR for March 10 not knowing whether they would receive the contract. For this, they have received a score of 4.
5. Much like MSA, there are minor spelling and grammatical errors in the draft scope of services but they certainly meet my expectations and receive a score of 3.
6. GZA has proposed community engagement through available technological resources including surveys and social media engagement. While these were proposed, the draft scope of services was unclear whether it was part of the cost of the work. A subsequent request to clarify this was submitted to GZA and they have indicated that their proposed cost includes all of the community engagement and social media support in their price. Therefore, they received a score of 3.5.
7. Their overall score is 21.

Overall, there isn't much that separates the two firms as MSA scored a half point higher in the prior evaluation and, if the scores are added from the two separate evaluations, GZA now scores a half point higher. With that in mind, the following points are presented for consideration:

- Both cost estimates are within the estimated cost that was presented to FEMA in January 2020 but GZA's cost (approximately \$146,000) is over \$40,000 less than MSA's (approximately \$189,000). The cost difference, however, is reflected in the number of hours proposed by the respective firms – GZA has a combined total of 1,090 hours which includes a geotechnical investigation and subcontract costs for the driller while MSA has proposed a total of 1,448 hours to perform the work though the cost does not include any geotechnical borings. The average cost per hour for MSA is approximately \$131 and for GZA is \$134 so, the only differentiator with respect to the project is the number of hours assumed to complete the design. Both contracts are a time and materials not to exceed contract which means the Village is only charged for the actual hours incurred on the design.
- GZA has aggressively pursued opportunities to secure the work by conducting surveys along the shoreline and scheduling a meeting with the DNR on top of other meetings they have held with the DNR regarding this project.
- MSA's storyboard feature (for an example see <https://storymaps.arcgis.com/stories/9c16d20f1de349b494effc42f2796b>) would be, in my opinion, a tremendous asset to assist residents in understanding the existing versus proposed conditions at the site. At a time when much of the world is still operating virtually, such an option would allow for significant resident interaction.

From a technical perspective, both firms are quite capable of performing the work and I would be pleased to work with both of them. The determining factor, in my opinion, may very well be the ability to convey the various concepts to the residents and other stakeholders. To that end, both firms have shared example websites with me that I will present to the Village Board at its meeting so that each Trustee has the opportunity to weigh in on the relative benefits of each one. Thereafter, given the visibility of the project, it is my recommendation that the Village Board base its decision on which firm may be able to convey the proposed concepts and engage the public more actively.

Municipal LAW

& LITIGATION GROUP

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

730 N. GRAND AVENUE
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PAUL E. ALEXY
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CHRISTOPHER R. SCHULTZ
ANTHONY J. GARCIA
SADIE R. ZURFLUH

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

February 23, 2021

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

**Re: Village of Fox Point
SmithGroup Proposal for Beach Drive**

Dear Mr. Brandmeier:

At its regular meeting of January 12, 2021, the Village Board conditionally approved an agreement with SmithGroup for certain professional services related to protection of Village property and infrastructure along Lake Michigan. The approval granted by the Village Board was conditional, specifically conditioned upon my review and approval. On January 15, 2021, you forwarded to me a draft agreement, that you described as a "very (very) rough draft" of the agreement, and you forwarded a list of four issues that were of particular concern and asked for my preliminary review. I completed my preliminary review of the rough draft by my letter of January 25, 2021, which you then forwarded to SmithGroup. On January 28th, you forwarded an email you received from SmithGroup outlining certain initial responses to my review, but no revisions were forthcoming. You have now forwarded to me an email dated February 18, 2021 from Robert Wright of SmithGroup, which states that an updated contract is being provided and notes several responses to issues that I raised on January 25, 2021. It is clear from the email message that several of the issues identified in my initial review of the preliminary contract have not been addressed in the revised contract, and they say "we will discuss with corporate counsel" those matters. You have raised concerns about the contractor's timeliness in addressing the issues that we identified on January 25, 2021, which have not been addressed or responded to, to date, except to say that they will hold internal discussions. I have had an opportunity to further consider the matter.

Based upon my review, I remain unable to approve the form of the agreement at this time. The contractor has not expressed a willingness to make certain requested revisions, or even to discuss those terms, to date. This negotiation, or lack thereof, coupled with reservations that you have described, give rise to legal concerns that I am not able to resolve in the document. The Village Board's condition of approval has not been met, therefore.

I recommend that this be returned to the Village Board to allow the Village Board to consider such alternatives as you believe it would be appropriate for the Village Board to consider under the circumstances.

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

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott J. Brandmeier
February 23, 2021
Page 2

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

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

Eric J. Larson

Eric J. Larson

EJL:jj

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



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: March 1, 2021
Re: Recommendation for Adoption of Relocation Order and Resolution of Necessity for Storm Sewer Easement Acquisition and Improvement Work on 6747 and 6759 North Holly Court

In 2020, Fox Point DPW staff was evaluating the drainage along Holly Court and Lake Drive and determined that, contrary to our storm sewer maps, drainage actually flowed through a storm sewer between the properties located at 6747 and 6759 North Holly Court. Staff then worked with Kapur & Associates to televise the pipe and evaluate its condition. The results showed that the outfall portion of the pipe was in need of repair but that the remaining portion of the pipe could be lined.

Staff then investigated whether the Village had an easement for the storm sewer pipe and performed a title search of the two properties. While the title search for 6747 North Holly Court (property owner Arthur Zakhariants) and 6759 North Holly Court (James and Mary Turzinski) purportedly showed no easement existing for the location of the storm sewer, a property file search for both parcels reflected the possibility that recorded easements for public utilities existed in the listed encumbrances on the properties – both of which date back to 1971 or earlier (refer to the attached exhibits).

Further, storm sewer maps in the Village from 1975 clearly depict the location of the storm sewer and a drainage map from 1952 reflects its existence as part of the development of the subdivision. While staff is of the opinion that the Village has, at the very least, a prescriptive easement, it is also prudent to ensure the Village protects its interests in the infrastructure that transects the parcels. Therefore, it is proposed that the Village adopt the Relocation Order and Resolution of Necessity attached hereto (the first step in clearing up the existence of the easements). Thereafter, if required, Village staff will proceed with the normal condemnation process for the area above the storm sewer pipe at 6759 North Holly Court and 6747 North Holly Court.

RESOLUTION NO. _____

**RELOCATION ORDER AND RESOLUTION OF NECESSITY FOR STORM
SEWER EASMENT ACQUISITION AND IMPROVEMENT WORK ON 6747
AND 6759 NORTH HOLLY COURT**

WHEREAS, the Village of Fox Point Village Board has determined that certain storm sewer improvement work must be done with regard to an existing drain pipe generally located on properties known as 6747 and 6759 North Holly Court as further described in attached Exhibit A (hereinafter the "Properties").

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, as follows:

1. That this Resolution is a relocation order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the public improvement project described herein and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;
2. That the Village of Fox Point Village Board hereby determines that it is necessary and a public purpose to relocate, repair and/or reconstruct the stormwater drainage improvements that are located on the Properties in the Village of Fox Point;
3. That said relocation, repair, and/or reconstruction will be constructed within the area depicted on the scale drawing attached hereto and incorporated herein as Exhibit A;
4. That the Village of Fox Point will acquire a permanent easement for such work and facilities on the properties identified in Exhibit A, in the location depicted on Exhibit A, attached hereto and incorporated herein by reference.

I hereby certify that on this ____ day of _____, 2021, this relocation order resolution and resolution of necessity was adopted by a vote of ____ ayes and ____ nays by the Village Board for the Village of Fox Point, Milwaukee County, Wisconsin.

VILLAGE OF FOX POINT

Douglas Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

131-0055 ✓

AUG-6-71 171150 4612499 LT ON REC
*200
*5030

DOCUMENT NO.

REL 602 MAC 1338

WARRANTY DEED
STATE OF WISCONSIN - FORM 1
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 3 M

ON AUG-6-1971 in
Reel 602 Image 1338
W. B. Beyer
REGISTER OF DEEDS

4612499

RETURN TO

THIS INDENTURE, Made this 23rd day of July, A. D. 1971,
between Hieronim Knap and Margery Knap, his wife

part i.e.s. of the first part, and
Joe Batteiger and Katherine M. Batteiger, his wife

part i.e.s. of the second part,
Witnesseth, That the said part i.e.s. of the first part, for and in consideration
of the sum of One dollar and other good and valuable
consideration

to them in hand paid by the said part i.e.s. of the second part, the receipt
whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part i.e.s. of the second part, their heirs and assigns forever, the following

described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:
Lot Three (3), except that portion off the Northeasterly side thereof,
having a width of Twenty-eight and Eighty-two Hundredths (28.92) feet along
the Southeasterly line thereof, and Forty-seven (47) feet along the Northerly
line thereof;
Also, that portion of Lot Four (4) off the Northerly side thereof, having
a width of Thirty-two and Sixty-eight Hundredths (32.68) feet along the Easterly
line thereof and Seventy and Fifteen Hundredths (70.15) feet along the Westerly
line thereof, in the First Continuation of Lake View Highlands Subdivision,
being a part of the South West One-quarter (1/4) of Section Twenty-one (21) in
Township Eight (8) North, Range Twenty-two (22) East, in the Village of Fox
Point. (Tax Key No. 131-0055)

TRANSFER
\$ 50.00
FEE

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part i.e.s. of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said part i.e.s. of the second part, and to their heirs and assigns FOREVER.
And the said Hieronim Knap and Margery Knap, his wife

for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and
agree to and with the said part i.e.s. of the second part, their heirs and assigns, that at the time of the
executing and delivery of these presents they are well seized of the premises above described, as of a
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are
free and clear from all incumbrances whatever, excepting Municipal and Zoning Ordinances
and Recorded Easements for Public Utilities, Recorded Building Restrictions:

and that the above bargained premises in the quiet and peaceable possession of the said part i.e.s. of the second
part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part i.e.s. of the first part have hereunto set their hands and
seals this 23rd day of July, A. D. 1971.

SIGNED AND DELIVERED IN PRESENCE OF
Harold J. Bruce
Carroll M. Fox

Hieronim Knap (SEAL)
Margery Knap (SEAL)
(SEAL)
(SEAL)

State of Wisconsin, Milwaukee County, Personally came before me, this 23rd day of July, A. D. 1971,
the above named Hieronim Knap and Margery Knap, his wife
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY
Harold J. Bruce
Notary Public, Milwaukee County, Wis.
My commission (expires) 7th October 20, 1974

(Section 19.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantors, grantees, witnesses and notary. Section 19.315 similarly requires that the name of the person who, or governs
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)
STATE OF WISCONSIN
FORM No. 1
Wisconsin Legal Blank Company
Milwaukee, Wis. (Job 5922)

6747 10 Holly Court 136-4

150-
MAR 13 67 12 45 P M • 4305752 D RE DE

DOCUMENT NO.

REEL 350 DMG 220

WARRANTY DEED
STATE OF WISCONSIN
THIS SPACE RESERVED FOR RECORDING DATA

4305752

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT

on MAR 13 1967
Reel 350 Image 220

Michael Patten
Register of Deeds

THIS INDENTURE, Made this 24th day of February, A. D. 1967,
between Albert J. Gallob and Vera Gallob, his
wife

part ies of the first part, and
Francis A. Dysarz, Jr., and Therese A. Dysarz,
his wife

part ies of the second part,
Witnesseth, That the said part ies of the first part, for and in consideration
of the sum of One dollar (\$1.00) and other good
and valuable consideration

to them in hand paid by the said part ies of the second part, the receipt
whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened,
conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and
confirm unto the said part ies of the second part, their heirs and assigns forever, the following
described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Lot 4, excepting that portion off the northerly side thereof, having
a width of 32.68 feet along the easterly line thereof, and 70.15 feet
along the westerly line thereof; also all of Lot 5, excepting a por-
tion off the southerly end of Lot 5 having a width of 2.12 feet along
the easterly line thereof, and 0.37 feet along the westerly line there-
of, in the first continuation of Lake View Highland Subdivision, being
a part of the South West 1/4 of Section 21, in Township 8 North, Range
22 East, in the Village of Fox Point.



(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto
the said part ies of the second part, and to their heirs and assigns FOREVER.
And the said Albert J. Gallob and Vera Gallob, his wife,

for himself and her heirs, executors and administrators, do covenant, grant, bargain, and
agree to and with the said part ies of the second part, their heirs and assigns, that at the time of the
enclosing and delivery of these presents they are well seized of the premises above described, as of a
good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are
free and clear from all incumbrances whatever, except zoning laws and ordinances,
building restrictions, recorded easements for public utilities,
if any, and real estate taxes subsequent to January 1, 1967,
and that the above bargained premises in the quiet and peaceable possession of the said part ies of the second
part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part have hereunto set their hand and
seals this 24th day of February, A. D. 1967.

SIGNED AND SEALED IN PRESENCE OF

Constantine G. Foran
John L. Summers

Albert J. Gallob (SEAL)
Albert J. Gallob

Vera Gallob (SEAL)
Vera Gallob

(SEAL)

(SEAL)

State of FLORIDA
County of Polk Personally came before me, this 24th day of February, A. D. 1967
the above named Albert J. Gallob and Vera Gallob, his wife
to me known to be the person who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY John L. Summers
John L. Summers Notary Public, Polk County, FLA.
My commission (expires) (is) My Commission Expires Aug. 12, 1968
Notary Public, State of Florida at Large

(Section 59.31 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon
the names of the grantor, grantee, witness and notary. Section 59.31(5) similarly requires that the name of the person who, or govern-
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)
STATE OF WISCONSIN
WARRANTY DEED
FORM No. 1
Wisconsin Legal Blank Company
Milwaukee, Wisconsin 53244