

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

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

**TUESDAY
OCTOBER 12, 2021
7:00 P.M.**

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

Zoom Participant Information

<https://us02web.zoom.us/j/82026298685>

Dial: (312) 626-6799

Meeting ID: 820 2629 8685

AGENDA

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

At this time, individuals can address the Village Board on one or more topics for up to three-minutes with time extensions at the Village President's discretion. Citizen comment when agenda items are called will be heard at the discretion of the chair, subject to the overall three-minute limit. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

3. Committee Reports

a. Plan Commission

1. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning the Land Combination for Adam and Jill Scheuer at 7310 N Longacre Road, Fox Point, a part of lot 13 and lot 14 at 7310 N Longacre Road, Tax Key #096-0013-000.
2. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning T-Mobile / Crown Castle Modification to existing wireless facility tower at River Point Shopping Center.

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

- a. Approve the minutes of the September 14, 2021 Village Board meeting.
[Pages 1-5]
- b. Approve the minutes of the September 22, 2021 Special Village Board meeting.
[Page 6]
- c. Adoption of Resolution approving the 2022 North Shore Fire Department Fees for Service Schedule.
[Page 9]
- d. Adoption of Resolution Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484.
[Page 16]
- e. Accept Change Order No. 1 from MSA in the amount of \$27,200 for additional design services associated with the Beach Drive Coastal Resiliency Project and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated October 5, 2021.
[Pages 21-30]
- f. Accept the proposal of Kapur & Associates in the amount of \$12,487 for green infrastructure inspections, ordinance review and recommendations and a site inspection and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated October 5, 2021.
[Pages 31-36]
- g. Approve the Land Combination and Certified Survey Map submitted by Applicants Adam and Jill Scheuer, property at 7310 North Longacre Road, to combine lots on their properties (Part of Lot 13 and Lot 14) Tax Key #096-0013-000.
[37-44]
- h. Approve T-Mobile / Crown Castle modification to existing wireless facility tower at River Point Shopping Center.
[Pages 45-104]
- i. Confirm President Frazer's list of appointments and re-appointments to various Boards, Committees, and Commissions.
[Page 105]
- j. Approve payment of the bills in the amount of \$2,674,118.06 for the period September 1, 2021 through September 30, 2021 per the report submitted by the Village Manager.
[Pages 106-119]

5. Unfinished Business

a. Ordinance Regarding Solid Waste Collection

The Village Board will consider and may act to adopt an Ordinance to repeal and re-create Section 276-3 of the Village of Fox Point Municipal Code concerning solid waste collection.

[Pages 120-127]

6. New Business

- a. **Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain utility work**

The Village Board will consider and may act to adopt a preliminary resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats. in conjunction with certain utility work conducted by the Village of Fox Point, for the properties in the assessment district of 1447 East Goodrich Lane, 1449 East Goodrich Lane, 1450 East Goodrich Lane and 1451 East Goodrich Lane for costs attributable to the private road work.

[Pages 128-130]

b. Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain replacement of lead water lateral line utility work

The Village Board will consider and may act to adopt a preliminary resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats. in conjunction with certain replacement of lead water lateral line utility work conducted by the Village of Fox Point for the properties in the assessment district of 6427 North Santa Monica Boulevard, 6429 North Santa Monica Boulevard, 6435 North Santa Monica Boulevard, 6445 North Santa Monica Boulevard, and 8330 North Regent Road for costs attributable to the lead water lateral lines.

[Pages 131-133]

c. Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain replacement of sanitary sewer riser pipe utility work

The Village Board will consider and may act to adopt a preliminary resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats. in conjunction with certain replacement of sanitary sewer riser pipe utility work conducted by the Village of Fox Point for the properties in the assessment district of 101 E Bradley Road, 1601 East Dean Road, 1604 East Dean Road, 7908 North Boyd Way, 7909 North Boyd Way, 1112 Goodrich Lane, 8273 North Gray Log Lane, 7242 North Longacre Road, 7025 North Fairchild Circle, 7860 North Fairchild Road, 7861 North Fairchild Road, and 215 East Cherokee Circle for costs attributable to the replacement of the sanitary sewer riser pipes.

[Pages 134-136]

d. Associated Appraisal Consultants, Inc Contract for Assessment Services

The Village Board will discuss, consider and may act to approve Associated Appraisal Consultants, Inc., Contract for Assessment Services.

[Pages 137-147]

e. Agreement between the Village of Fox Point and the Fox Point Professional Policemen's Association

The Village Board will consider and possibly act on the agreement between the Village of Fox Point and the Fox Point Professional Policemen's Association.

[Pages 148-179]

f. Ordinance to Create Section 781-16 C. of the Village of Fox Point Village Code to allow a community event exception to the open burning prohibitions of the village code.

The Village Board will consider and may act on the possible adoption of ordinance to create Section 781-16 C. of the Village of Fox Point Village Code to allow a community event exception to the open burning prohibitions of the village code.

[Pages 180-183]

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 Kravit
- f. Trustee Ollman
- g. Trustee Anderson Knight
- h. Village Manager Scott Botcher

9. Closed Session

It is anticipated the Village Board will convene into closed session for the following reasons:

- a. Pursuant to State Statutes Section 19.85(1)(c) to consider compensation of any public employee over which the Village Board has jurisdiction or exercises responsibility, more specifically, to discuss active negotiations between the Village of Fox Point and the Fox Point Professional Policemen's Association. Participating in this portion of the closed session will be the Village Board, Village Manager and Village Clerk Treasurer.

10. Reconvene and Possible Action on Closed Session Items

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

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: NOVEMBER 9, 2021 7:00 P.M.

PLEASE NOTE:

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

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 14, 2021**

A meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, September 14, 2021 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner
Trustee Bill Kravit
Trustee Greg Ollman
Trustee Catie Knight

President Frazer welcomed new Assistant Village Manager, Kevin Ausman to the Village; Mr. Ausman gave a brief background.

Christine Symchych arrived at 7:02 p.m.

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Public Works Director Scott Brandmeier, Assistant Village Manager Kevin Ausman, and Village Clerk Treasurer Kelly Meyer.

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

Persons desiring to be heard

President Frazer opened Persons desiring to be heard.

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

Without objection and by unanimous consent at President Frazer's recommendation, the Village Board took up item 7b, Trustee Fonstad's announcements, to report on the Plan Commission meeting held on September 13, 2021.

Announcements – Trustee Fonstad (7b)

Trustee Fonstad announced the Plan Commission met on Monday, September 13, 2021. There were only two items on the agenda - the Plan Commission minutes and the consideration of a land combination, described on the Consent agenda as item 3e. The Plan Commission considered the land combination and determined that all requirements for the approval of the land combination had been satisfied. The Plan Commission unanimously recommended Village Board approval of the land combination and that the CSM be considered final.

Consent Agenda

- a. Approve the minutes of the August 10, 2021 Village Board meeting.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 14, 2021**

- b. Grant a NEW "Class B" intoxicating liquor and malt beverage alcohol license to Aladdin Food Management Services, LLC (Cardinal Stritch University) d/b/a, Aladdin Food Management Services, LLC, 6801 N Yates Road, Fox Point, WI 53217, Jacinda Konczal: Agent, premises to be licensed: 6801 N Yates Road, Fox Point, WI 53217, per the Village Clerk Treasurer's memo dated August 17, 2021.
- c. Consideration for the purchase of two Ewald Automotive Group Police Interceptor Utility Vehicles according to the replacement schedule developed to manage the police vehicle fleet and authorize the Village Manager to sign the purchase.
- d. Consideration for the purchase of a mobile video system to include body-worn cameras from AXON enterprise, Inc., and authorize the Village Manager to sign the purchase order.
- e. Approve the Land Combination and Certified Survey Map submitted by Applicant Julie Waisbren for the property located at 1406 E. Fox Lane, Tax Parcel #058-0004-000 and 8120 North Gray Log Lane Tax Parcel #058-0005-000 upon all terms and conditions recommended by the Plan Commission.
- f. Confirm President Frazer's appointment of William Feldman to Building Board, replacing member Matt Amman.
- g. Approve payment of the bills in the amount of \$374,584.17 for the period August 1, 2021 through August 31, 2021 per the report submitted by the Village Manager.

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), to approve the consent agenda, as presented.

UNFINISHED BUSINESS

Snow Plowing Village of Fox Point Private Streets

President Frazer noted at this point of the agenda during the August 10, 2021 meeting the village lost power. The Village Board was unable to conclude the agenda item.

Without objection and by unanimous consent, the Village Board decided to take up this agenda item de novo and disregard where the Village Board left off due to the power outage on August 10, 2021.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (5-2), to modify the agreement in Article 1.01, first sentence, second line, to strike, "when necessary" and following the words "winter season" and insert "when the village plows nearby public roads".

President Frazer called the question.

Motion passed, as to the agreement as modified, by roll call vote, 5-2 (Opposed-Trustee Kravit and Trustee Ollman).

Trustee Fonstad called Point of Order. Trustee Fonstad noted the Village Board did not yet act on the proposed property owner letter and the proposed costs based on recommendations by staff. The agreement is the only portion the Village Board has considered.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 14, 2021**

Without objection and by unanimous consent, the decision of the language for the property owner letter will be left to the Village Staff and Village Attorney.

Motion by President Frazer, seconded by Trustee Symchych, and passed by roll call vote (4-3) to direct staff to set the fee at \$200 a year, with staff discretion to adjust the fee in future years based on experience. (Opposed-Trustee Fonstad, Trustee Kravit, Trustee Ollman)

Revised Ordinance to Create Section 19-32 D. Entitled “Hybrid Meetings” And Section 19-32 E. Entitled “Virtual Meetings” Related to the Hybrid and Virtual Meeting Models of the Village of Fox Point Village Board Commissions and Committees

Motion by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (7-0), to adopt the revised Ordinance to Create Section 19-32 D. Entitled “Hybrid Meetings” and Section 19-32 E. Entitled “Virtual Meetings” Related to the Hybrid and Virtual Meeting Models of the Village of Fox Point Village Board Commissions and Committees, as set forth in the agenda materials.

Garbage and Recycling Collection

By unanimous consent and without objection, President Frazer directs staff to notify Stormonth Elementary School (Fox Point-Bayside School District) that it is likely that the Village will no longer pick up the school’s garbage as of January 1, 2022.

Without objection and by unanimous consent, President Frazer directs staff and Village Attorney to draft and present to the Village Board a proposed ordinance consistent with tonight’s discussion regarding village policies concerning property owners use of roll-off bins and limiting garbage pick-up to three 96-gallon bins per unit. The Village Board will take up the proposed ordinance at a future meeting.

NEW BUSINESS

Resolution of Commendation and Appreciation – Assistant Village Manager Michael Pedersen

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to adopt Resolution of Commendation and Appreciation for Assistant Village Manager Michael Pedersen, as modified regarding the date of adoption.

Update on Data Collection and Preliminary Design Concepts along Lake Drive

Department of Public Works Scott Brandmeier gave a brief synopsis.

Kapur Project Manager Aaron Bubb and Kapur Project Engineer Nick Bobinski gave a presentation regarding the data collection and preliminary design concepts and options, in the area of Lake Drive, from School Road to Dean Road.

President Frazer suggested the Fox Point Police Department, from a public safety and traffic control point of view, weigh-in on the Lake Drive Project design concepts and options.

No action was taken.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 14, 2021**

Future Agenda Items-None

Announcements

Trustee Fonstad

Trustee Fonstad announced after a long hiatus, the Tree Commission will meet next week. The Village Forrester will review look into what communities are doing regarding ash trees on private properties that could potentially be a public safety concern. This is the next phase of the Emerald Ash Borer saga.

Trustee Symchych

No announcements.

Trustee Sumner

No announcements.

Trustee Kravit

No announcements.

Trustee Ollman

Trustee Ollman announced his concerns that the Village Board was not notified of an injury that a Department of Public Works employee sustained.

Trustee Anderson Knight

Trustee Knight announced North Shore Library Board Finance Committee met last week and recommended the library budget go before the full Library Board; the North Shore Library Board meeting is this week Thursday. It is expected that the Library Board will approve the budget.

Village President Frazer

No announcements.

Village Manager Scott Botcher

Village Manager Scott Botcher announced Village Clerk Treasurer Kelly Meyer has been working with Milwaukee County regarding the redistricting. Redistricting should have minimal impact on Village of Fox Point due to the fact the Village is largely built out and the Village Trustees are at-large. For clarification, the Village Board does not have to hold a public hearing regarding the redistricting. As a governing body, the Board can decide to hold a public hearing about anything at all, but the Board is not required to hold one. As staff learns more, it will be passed on to the Board.

Village Manager Scott Botcher announced staff has looked at next year's Village Board meeting schedule. There is a religious holiday conflict on October 11, 2022, so the meeting will have to be moved. That appears to be the only holiday that will conflict with the Village Board meetings.

Village Manager Scott Botcher also reported on the Fox Point PTO Pokémon scavenger event. This year the PTO will do the same thing but will use small signs around the Fox Point area. The small signs will be placed in three spots in the community for one week. The children participating will find the signs and take a picture with the clue on it; when they solve the puzzle, they win a trip to Baskin Robins for free ice cream.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
SEPTEMBER 14, 2021**

Closed Session

President Frazer announced 8a will be omitted from Village Board closed session due to item 4c being taken up, discussed, and acted on in open session; the closed session is not necessary.

The Village Board will move into closed session for item 8b.

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0) to move into closed session at 8:42 p.m., Pursuant to State Statutes Sections:

- b. Pursuant to State Statutes Section 19.85(1)(e) for Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; specifically, consideration of potential acquisition property for municipal purposes, with related conveyance of public property and financial options. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Clerk, and Village Attorney.

Trustee Fonstad	Aye
Trustee Symchych	Aye
Trustee Sumner	Aye
Trustee Kravit	Aye
Trustee Ollman	Aye
Trustee Knight	Aye
President Frazer	Aye

The Board will pause for 30 seconds to allow those not participating in the closed session to be escorted to the waiting room; the Board will pause further for a two-minute break.

Reconvene into Open Session

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to reconvene into open session at 9:24 p.m.

President Frazer announced there was no action on agenda item 8b.

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 9:26 p.m.

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer

**VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING MINUTES
SEPTEMBER 22, 2021**

A special meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Wednesday, September 22, 2021 in Schwemer Hall, 7200 N. Santa Monica Blvd, Fox Point. President Frazer called the meeting to order at 8:15 a.m. and asked the Village Manager to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner
Trustee Bill Kravit
Trustee Greg Ollman
Trustee Catie Knight

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

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

Wisconsin Division of Emergency Management State-Local Hazard Mitigation Grant Program Assistance Agreement (PDMC-PJ-05-WI-2019-019), Resilient Infrastructure

Motion by Fonstad, seconded by Ollman, and carried by roll call vote (7-0), to approve/accept the State-Local Hazard Mitigation Grant Program Assistance Agreement and authorize the Director of Public Works to execute the state local agreement.

North Shore Library Amended and Restated Fox Point-Bayside-Glendale-River Hills Joint Library Agreement

Trustee Sumner left the meeting prior to the vote.

Motion by Fonstad, seconded by Frazer, and carried by roll call vote (4-2 Fonstad. Frazer, Symchych, Knight in favor; Ollman and Kravit opposed), to approve Resolution Conditionally Approving an Amended and Re-Stated Joint Library Agreement for The North Shore Library.

Adjourn

Motion made by Frazer, seconded by Ollman, and carried by roll call vote (6-0); the Village Board adjourned the Village Board meeting at 9:25 a.m.

Respectfully submitted,

**VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING MINUTES
SEPTEMBER 22, 2021**

VB Agenda Pckt - 10/12/2021
Page 7 of 183

53
54
55
56

Scott A. Botcher
Village Manager

DRAFT

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: North Shore Managers/Administrator
Date: September 15, 2021
Subject: Actions from Fire Department Board Meeting - September 14, 2021

The Fire Department Board of Directors met September 14, 2021 and took the following actions which require consideration from the local municipal governing bodies:

- 1) The Fire Department Board voted 7-0 to submit a 2022 Budget to the seven municipalities. The municipal contributions required of the 2022 Budget are in the attached 2022 Community Contribution Spreadsheet. As in the past, the spreadsheet has three different contributions: Operating, Capital and Debt Service.
- 2) The Fire Department Board voted 7-0 to recommend the governing bodies of the member municipalities adopt a resolution that allows the seven-member municipalities to utilize the levy limit exception for charges from the North Shore Fire Department in 2022. Enclosed are documents and a sample resolution that can be used. Action is requested by November 15, 2021.
- 3) The Fire Department Board voted 7-0 to recommend a 2022 Fee Schedule to the member municipalities. The North Shore Fire Services Agreement requires at least five of the seven governing bodies adopt the fee schedule before it can be implemented. We would like to implement the schedule on January 1, 2022. Enclosed are documents and a sample resolution that can be used.

STATE OF WISCONSIN : VILLAGE OF FOX POINT: MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

**A Resolution Approving the 2022 North Shore Fire
Department Fees For Service Schedule.**

WHEREAS, the Board of Directors of the North Shore Fire Department has recommended that the 2022 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

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

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

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

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

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

Countersigned:

Kelly A. Meyer, WCMC/CMC
Village Clerk Treasurer

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief Robert Whitaker

To: Village Boards/Common Council
Date: September 15, 2021
Subject: 2022 Fee Schedule

Enclosed is the proposed 2022 Fee for Service Schedule and Resolution 21-04 for your consideration.

The Fee Schedule is annually updated by the Board of Directors and requires that at least five of the seven member municipalities pass a local resolution regarding the fee schedule at the Council/Board level. There are three different types of fees charged by the Department, fees for emergency services, fees for fire prevention permits/inspections and administrative fees. The North Shore Fire Department Board recommended approval of this fee schedule to the member municipalities at its September 14, 2021 Meeting.

Fees for Emergency Services

This area primarily consists of fees for emergency medical services provided by the Department. Emergency fees will remain the same as they were in 2021. The Department utilizes an average of the Medical Care Commodities and Medical Care Service CPI as its basis for adjusting Emergency Service Fees. The average of these two numbers were just below 0%.

Fire Prevention Permits/Inspections

The fee schedule in this area has no changes from 2021.

Administrative Fees

The fee schedule in this area has no changes from 2021.

STATE OF WISCONSIN : [CITY/VILLAGE] OF : MILWAUKEE COUNTY

RESOLUTION NO.

**A Resolution Approving the 2022 North Shore Fire
Department Fees For Service Schedule.**

WHEREAS, the Board of Directors of the North Shore Fire Department has recommended that the 2022 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

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

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

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

PASSED AND ADOPTED by the [Village Board/City Council] of the [Village/City] of _____ this ____ day of _____, 2021.

[VILLAGE/CITY] OF _____

[Village President/Mayor]

Countersigned:

(Name)

(Title)

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT: MILWAUKEE COUNTY

RESOLUTION NO. – 21-04

**A Resolution Recommending the 2022 NSFD
Fees For Service Schedule**

WHEREAS, the Board of Directors of the North Shore Fire Department (“NSFD”) can recommend fees for service to be charged by the Department to the member municipalities for their approval in accordance with the Amended and Restated North Shore Fire Department Agreement (“the Agreement”); and

WHEREAS, the Board of Directors of the NSFD hereby finds that the implementation of fees for service are necessary to recover costs incurred by the Department to provide certain services.

NOW, THEREFORE, BE IT RESOLVED, that a majority of the Board of Directors recommends the implementation of the fees detailed in the 2022 NSFD Fees for Service Schedule attached to this Resolution.

PASSED AND ADOPTED by the Board of Directors of the North Shore Fire Department this 14th day of September 2021.

Douglas Frazer, President

Countersigned:

Ann McKaig, Secretary

Item	2021	2022
BLS service and/or treatment without transport (Resident)	140.72	140.72
BLS service and/or treatment without transport (Non-Resident)	210.40	210.40
BLS service lift assist not in EMS High-Utilizer Program	209.69	209.69
Paramedic service and/or treatment without transport (Resident)	174.88	174.88
Paramedic service and/or treatment without transport (Non-Resident)	239.10	239.10
BLS service with transport (Resident)	850.51	850.51
BLS service with transport (Non-Resident)	982.34	982.34
Paramedic service with transport Level - ALS-1 (Resident)	970.78	970.78
Paramedic service with transport Level - ALS-2 (Resident)	1067.05	1067.05
Paramedic service with transport Level - ALS-1 (Non-Resident)	1094.37	1094.37
Paramedic service with transport Level - ALS-2 (Non-Resident)	1262.42	1262.42
Paramedic service and invasive treatment without transport (Resident)	174.88	174.88
Paramedic service and invasive treatment without transport (Non-Resident)	245.93	245.93
Defibrillation	161.75	161.75
IV and supplies	84.71	84.71
Intubation	182.82	182.82
ALS supplies	134.79	134.79
Oxygen and supplies	105.20	105.20
Mileage (rate per loaded mile)	22.65	22.65
EKG	140.72	140.72
Drugs, Group-1: Albuterol, Amioderone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, D10, Duoneb, D5W, Glucose (oral), Nitroglycerin, Sodium Normal Saline (bags & carpupet), Versed, Zofran Tabs, Zofran IV, acetaminophen/Tylenol, Ketorolac/Toradol	45.09	45.09
Drugs, Group-2: Calcium Chloride, Lidocaine	51.92	51.92
Drugs, Group-3: Fentanyl, Ketamine, Midazolam, Narcan, Noephinephrine, Epinephrine, Sodium Bicarbonate	66.95	66.95
Dexamethasone	81.98	81.98
Epinephrine by Epi-pen	133.89	133.89
Adenosine	125.70	125.70
Glucagon, up to 1 Mg	226.45	226.45
Solmedrol, 41-125 Mg	81.98	81.98
E-Z IO	168.05	168.05
Spinal Immobilization	174.88	174.88
Triage barcode wristbands	4.10	4.10
Cyano-kits	1482.71	1482.71
CPAP mask	75.48	75.48
LUCAS Suction Cup and ResQPOD	258.75	258.75

Fire Prevention Permits/Inspections:	2021	2022
Fire Department Services for Vehicles	\$500	\$500
Occupancy Inspection	\$75.00 (\$25/multi-family unit with \$75	\$75.00 (\$25/multi-family unit with \$75
Work without Permit	Double normal fee	Double normal fee
Re-inspection Fee	\$75	\$75
Special Plan Review/Inspection	Subject to actual cost	Subject to actual cost
Variance Requests	\$100/code section	\$100/code section
Inspection Request (less than 72 hrs notice)	\$75/hr 2 hr. minimum	\$75/hr 2 hr. minimum
Inspection Non-Business Hours	\$100/hr 2 hr. minimum	\$100/hr 2 hr. minimum

Plan Review (Includes Site Inspection):	2021	2022
Construction Compliance with Fire Code	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Performance Based or Alternative Design	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Fire Alarm and Detection Systems	\$.07/sq. ft. (\$75 minimum)	\$.07/sq. ft. (\$75 minimum)
Audio/Visual Annunciation Systems	\$250 up to 20 devices, \$500 over 20 devices	\$250 up to 20 devices, \$500 over 20 devices
Hood and Duct Suppression Systems	\$100 per system	\$100 per system
Other Suppression Systems (FM200, Cardox, etc.)	\$100/plan	\$100/plan
Smoke Evacuation	\$75/plan	\$75/plan
Water-based Sprinkler Systems (new or altered <20 heads)	100	100
Water-based Sprinkler Systems (new or altered >20 heads)	\$.07/sq. ft. (\$100 minimum)	\$.07/sq. ft. (\$100 minimum)
Spray Booth Operations	100	100

Acceptance Tests:	2021	2022
Hydro-test of Sprinkler Piping (2 hr. test)	\$125	\$125
Fire Pump	\$100	\$100
Fire Alarm and Detection System	\$100	\$100
Hood and Duct Suppression System	\$100	\$100
Other Suppression	\$100	\$100
Smoke Evacuation System	\$100	\$100
Spray Booth System	\$100	\$100

Other Permit Items:	2021	2022
Bonfires, Cermonial Fires, Vegetation Burns	\$50	\$50

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

Administrative/Other Fees:

	2021	2022
CPR Certification Skill Check-Off Only	\$55/student	\$55/student
CPR Certification	\$75/student	\$75/student
Open Records Requests	\$.10/page	\$.10/page
Record Locating Fees	As determined by the record custodian only if over \$50 per request.	As determined by the record custodian only if over \$50 per request.
Event Stand-by	Cost of personnel (loaded wage), vehicles/supplies, plus 25% administrative fee.	Cost of personnel (loaded wage), vehicles/supplies, plus 25% administrative fee.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

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

RESOLUTON NO. 2021-XX

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council/Village Board of the Village of Fox Point, this ____ day of _____ 2021.

Douglas H. Frazer
Village President

Countersigned:

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

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To: NSFD Member City Council/Village Boards
Date: September 15, 2021
Subject: Resolution 21-03

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

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

The applicable CPI change is 3.38% (estimated), so under State Statute, the allowable increase is 5.38%. The Department's actual increase in charges is 2.5%.

It is my understanding that several member municipalities are interested in using the levy limit exemption for 2022. The North Shore Fire Department Board of Directors voted to recommend approval of this resolution to the seven member communities at its meeting on September 14, 2021. Enclosed is a resolution for consideration by each member municipality. It is important each community consider this resolution prior to November 15, 2021.

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

STATE OF WISCONSIN CITY/VILLAGE OF _____ MILWAUKEE COUNTY

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

RESOLUTION NO. 2021-XX

WHEREAS, the City/Village of _____ is a participating member of the North Shore Fire Department under the North Shore Fire Services Agreement, and

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

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

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

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

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

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

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

_____, Mayor/Village President

Countersigned:

_____, City/Village Clerk

STATE OF WISCONSIN: NORTH SHORE FIRE DEPARTMENT
MILWAUKEE COUNTY

Resolution No. 21-03

**In the Matter of Recommending the Governing Bodies of the Member Municipalities of the
North Shore Fire Department Pass a Resolution Allowing an Option for the Member
Municipalities of the North Shore Fire Department an Exception to the Levy Limits for
Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484**

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the North Shore Fire Department hereby authorizes this Resolution that recommends the member municipalities pass a resolution allowing the member municipalities the option to utilize an exception to such levy limit as may be applicable for charges assessed by the joint fire department as described by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h), Wis. Stats., and

PASSED AND ADOPTED by the Board of Directors of the North Shore Fire Department this 14th day of September 2021.

Douglas Frazer, President

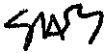
Countersigned:

Ann McKaig, Secretary

2022 NSFD Community Contributions

Fund 25 Revenue	Amendment 8 allocation %s for 2021	2021 Budget @ 1.5% Operating Contribution Increase	Year 3 of 3 for Capital Resolution**	2021 NSFD Allocation	Amendment 8 allocation %s for 2022	2022 Budget @ 2.5% Operating Contribution Increase	Year 1 of 4 for Capital Resolution**	2022 NSFD Allocation
Intergovernmental Revenue:								
Contribution-Bayside	6.30%	820,869		820,869	6.30%	841,391		841,391
Contribution-Brown Deer	18.72%	2,439,154		2,439,154	19.05%	2,544,206		2,544,206
Contribution-Fox Point	8.99%	1,171,367		1,171,367	8.86%	1,183,289		1,183,289
Contribution-Glendale	27.92%	3,637,884		3,637,884	27.78%	3,710,133		3,710,133
Contribution-River Hills	3.19%	415,647		415,647	3.18%	424,702		424,702
Contribution-Shorewood	17.50%	2,280,192		2,280,192	17.46%	2,331,855		2,331,855
Contribution-Whitefish Bay	17.38%	2,264,557		2,264,557	17.37%	2,319,835		2,319,835
Total Municipality Revenue		13,029,671		13,029,671		13,355,411		13,355,411
			Year 3 of 3 for Capital Resolution**				Year 1 of 4 for Capital Resolution**	
Total Municipality Capital Service								
Contribution-Bayside	6.30%	10,513	28,980	39,493	6.30%	10,776	29,560	40,336
Contribution-Brown Deer	18.72%	31,239	86,112	117,351	19.05%	32,585	89,383	121,967
Contribution-Fox Point	8.99%	15,002	41,354	56,356	8.86%	15,155	41,571	56,726
Contribution-Glendale	27.92%	46,592	128,432	175,024	27.78%	47,517	130,344	177,861
Contribution-River Hills	3.19%	5,323	14,674	19,997	3.18%	5,439	14,921	20,360
Contribution-Shorewood	17.50%	29,203	80,500	109,703	17.46%	29,865	81,922	111,787
Contribution-Whitefish Bay	17.38%	29,003	79,948	108,951	17.37%	29,711	81,500	111,211
Total Capital Contribution		166,877	460,000	626,877		171,049	469,200	640,249
Total Municipality Debt Service								
Contribution-Bayside	6.30%	33,124		33,124	6.30%	32,922		32,922
Contribution-Brown Deer	18.72%	98,425		98,425	19.05%	99,549		99,549
Contribution-Fox Point	8.99%	47,267		47,267	8.86%	46,299		46,299
Contribution-Glendale	27.92%	146,796		146,796	27.78%	145,169		145,169
Contribution-River Hills	3.19%	16,772		16,772	3.18%	16,618		16,618
Contribution-Shorewood	17.50%	92,011		92,011	17.46%	91,240		91,240
Contribution-Whitefish Bay	17.38%	91,380		91,380	17.37%	90,770		90,770
Total Debt Service		525,775		525,775		522,565		522,565
Total Municipality Operating, Capital & Debt Service								
Contribution-Bayside		864,506	28,980	893,486		885,089	29,560	914,648
Contribution-Brown Deer		2,568,819	86,112	2,654,931		2,676,339	89,383	2,765,722
Contribution-Fox Point		1,233,637	41,354	1,274,991		1,244,743	41,571	1,286,314
Contribution-Glendale		3,831,273	128,432	3,959,705		3,902,819	130,344	4,033,163
Contribution-River Hills		437,742	14,674	452,416		446,759	14,921	461,679
Contribution-Shorewood		2,401,407	80,500	2,481,907		2,452,960	81,922	2,534,882
Contribution-Whitefish Bay		2,384,940	79,948	2,464,888		2,440,316	81,500	2,521,816
Total Municipality Contribution		13,722,323	460,000	14,182,323		14,049,025	469,200	14,518,225



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 5 2021
Re: Consideration and Possible Action Related to Change Order No. 1 for the Beach Drive Coastal Resiliency Project

MSA was retained to perform the design services for the Beach Drive coastal resiliency project. As noted in a recent administrative report and at the September Village Board meeting, FEMA has formally awarded the Village the grant funding for the project. Two items that were not included in the grant application are addressed in the attached change order: (1) relocation of the water main between 8003 and 8045 and (2) possible replacement of additional sections of roadway. Each of these are described below.

Water Main:

Now that the grant funding has been awarded and the project appears to be more likely to proceed, staff is recommending the relocation of the water main that exists within an easement on private property between 8003 and 8045 North Beach Drive (refer to the attached figure). The existing water main runs through rear, side and front yards and, in one area, underneath a deck and pond. Given that Beach Drive will likely be disturbed during construction, it is the recommendation of staff that we also replace this segment of water main so that future disturbance in the area is limited. Namely, the relocated water main would be placed within the ROW of Beach Drive and new water service laterals would be installed to each of the parcels. The work is proposed to be completed so as to avoid conflict with the revetement work.

Pavement Replacement:

Under the grant, it was anticipated that the section of Beach Drive between 7540 and 7328 would need to be replaced and that, possibly, the section of roadway between 8005 and 8040 may need to be replaced. However, no contingency was provided for possible replacement of pavement of Beach Drive from Lake Drive to 7619 (bottom of the hill) or from 7619 to 8000 North Beach. This is in part due to the fact that contractors may choose to deliver the revetment stone to the job site by way of barge. This change order addresses the possibility of obtaining approval from FEMA to include these additional sections of roadway in the revetment project work as described in the change order.

The total cost of the change order is \$27,200 and, based on the scope of services identified, is reasonable. It is noted that Task 3 of the change order, or \$4,650, would only be incurred if authorized by the Village. Therefore, it is my recommendation that the Village Board accept the change order of MSA in an amount not to exceed \$27,200 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.



Attachment A

PROJECT NAME: 2022 Beach Drive Improvements (Watermain, Roadway, Drainage)
Village of Fox Point, Wisconsin

THE SCOPE OF THE WORK AUTHORIZED IS:

See the exhibit below for an illustration of the proposed project areas.

1. FEMA Assistance / Exhibits

- MSA will prepare an exhibit that will provide clarity for request of funds from FEMA for the assistance to contribute toward the cost of the anticipated impact from the shoreline restoration project along Lake Michigan. The project limits include Beach Drive from Lake Drive to the shoreline; Beach Drive to the north parallel to the shore for approximately 4,300-ft; and Beach Drive south to the Mary Nohl House.
 - o Beach Drive (Lake Drive to the roadway split) – Anticipated improvements may include removal of the existing pavement by milling, reshaping of basecourse and new pavement. Additional items that are anticipated include drainage improvements of storm sewer structures, spot repair of curb & gutter, and draitile within the subgrade that will daylight to the ditch adjacent to the road. The retaining wall and walkway are anticipated to be impacted minimally.
 - o Beach Drive (North) – Anticipated improvements may include replacement of the asphalt pavement at the completion of the restoration along the shoreline. Pavement will be replaced by milling and replaced once base course is crowned.
 - Additionally, watermain is proposed to be relocated from private property between 8003 and 8045 North Beach and is proposed to be installed by directional drilling at the location that the pipe leaves the ROW adjacent to existing homes. Watermain will be relocated to the Beach Drive ROW and new laterals will be installed for the parcels that are connected to the existing watermain.
 - o Beach Drive (South) – Pavement replacement is anticipated that will be completed at the completion of the shoreline project.
- MSA will prepare a cost breakdown for the anticipated improvements. The spreadsheet and cost are important to provide documentation to FEMA to clearly indicate our recommendation of eligible cost for the shoreline restoration project. Ineligible cost (storm sewer, watermain, ect) will be identified as well to maintain clarity with the agency.
- Design and bidding documents for the anticipated improvements are included in in a separate task. It is anticipated that these services may be needed once FEMA and the Village of Fox Point agree on the limits of improvements. Services and scope can be provided by MSA as directed by the community representative.

2. North Beach Drive Watermain Relocation

- a. MSA will assist with the design and bidding services for the relocation of watermain that is currently located within an easement on private property between 8003 and 8045

North Beach Drive. The route of the new watermain will be within the ROW of North Beach Drive that transitions with bends around the parcels that are impacted. The approximate length of the relocation is 1350-lf.

- b. The existing watermain will remain active until the current users of the watermain connect to the new watermain.
- c. MSA will provide lateral connections to each parcel needed within the ROW or temporary easement area (6-assumed). Connections to the parcel will be performed by a private plumber and will be included in the bid. MSA assumes that house inspections, temporary easements, negotiations with the residents, and legal documents will be done by The Village.
- d. PROJECT SPECIFICATIONS - MSA will prepare project specifications to local requirements and reference the current State of Wisconsin Specifications for Sewer and Water Main Construction as well as the State of Wisconsin Specifications for Highway and Structure Construction. The specifications will also include work items and estimated quantities for the site improvements, which shall be used for bidding purposes.

Deliverables: One electronic (PDF format) version of the project specifications.

2a. TOPOGRAPHIC SURVEY AND BASE MAPPING

MSA will provide topographic data collection of the project site to prepare a base map of existing conditions within the immediate area of the project limits (generally within 25 feet), which will be used for all additional work.

Our proposed survey work includes the following basic services:

- a. Location of existing right-of-way survey markers that are available, if visible and readily observable.
- b. Location, elevation, size, and type (as applicable) of existing public utility structures and piping systems (culverts, manholes, inlets, water valves/hydrants, storm sewer, sanitary sewer, and water main) as readily observable or as marked by contacting Digger's Hotline. MSA will not be liable for issues resulting from mapping utilities that are not members of Digger's Hotline or from utilities that are incorrectly marked or not completely marked by the Digger's Hotline representative(s).
- c. Location of any private utility facilities within or adjacent to the project site (electric, telephone, natural gas, cable TV, fiber optic) as marked by contacting Digger's Hotline. MSA will not be liable for issues resulting from mapping utilities that are not members of Digger's Hotline or from utilities that are incorrectly marked or not completely marked by the Digger's Hotline representative(s).
- d. Location of other pertinent features such as: trees, fences, walls, poles, surface structures, driveways, and other related features as readily observable.
 - (i.) A base map of these existing conditions will be prepared and shall include ground contours at a 1-foot interval across the project site, property lines for the project site (based on final plat), as well as other pertinent features as described above.
 - (ii.) The location and topo of the existing easement and watermain located within the yards of the property owners is not anticipated.
 - (iii.) Legal descriptions are not anticipated for the project

- e. MSA will assist with the coordination and location of the soil borings if needed. The Village will contract and be responsible for the cost of the soils engineer.

2b. PROJECT PERMITTING

MSA proposes to submit permit applications on behalf of the Owner to the WDNR for the public water extension permit.

All permit and review fees shall be the responsibility of the client and are not included in the fees shown herein. MSA will request a check from the client for the fee amount when it has been determined prior to submittal. Any other permits not specifically listed within this contract are assumed to be by others or can be performed by MSA as an extra to this contract.

Deliverables: Permit applications filled out on behalf of the Owner for the WDNR permit.

2c. BIDDING RELATED SERVICES

Assist the Owner during the bidding process as follows.

- a. Prepare an advertisement for bid and provide to Owner for publication in official newspaper.
- b. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
- c. Coordinate the distribution of the bid documents to perspective bidders, subcontractors and suppliers.
- d. Answer bidder's questions and issue addenda as appropriate to clarify, correct, or change the bidding documents.
- e. Conduct a public online bid opening at Fox Point Village Hall, compile the bid results and make a recommendation for the award of the construction contract to the Owner.
- f. Assist the Owner with the preparation and execution of a construction contract (including performance bonds, payment bonds, and insurance certificates).
- g. It is anticipated that the bidding of the watermain project will be completed prior to the revetment construction.

Deliverables: One electronic (PDF format) version of the ad for bid.
One electronic (PDF format) version of the bid summary and the recommendation for award of the construction contract.

3. Beach Drive Roadway Rehabilitation

- a. As specified in the FEMA Evaluation, the Village will be pursuing the opportunity to evaluate and repurpose funds from FEMA for potential road repairs that may result from the construction traffic if the contractor uses Beach Drive to access the shoreline and to perform the construction of the revetment. If the contractor delivers the revetment to the shoreline by way of barge, road reports may be a moot point and no additional services will be required.

- b. Four areas of Beach Drive will be monitored and evaluated as part of this work:

Beach Drive from Lake Drive to the bottom of the hill (approximately 7619) will experience the largest volume of traffic throughout construction. Anticipated improvements include removal of the existing pavement by milling, reshaping of basecourse and new pavement. Additional items that are anticipated include drainage improvements and repairs of the storm sewer structures, spot repair of curb & gutter, and installation of daintile within the subgrade that will daylight to the ditch adjacent to the road. No work is anticipated to be needed on the retaining wall and walkway.

- (i.) The areas of Beach Drive between 7619 and 8000 will experience traffic but likely will not have any trucks turning around on the road. Impacts to this roadway section is assumed to be minimal but will be monitored for deterioration and will be patched where necessary. Monitoring is assumed to be provided by the Village of Fox Point.
- (ii.) The area of Beach Drive between 8000 and 8040 will be monitored as well but is assumed to be funded under the grant. Anticipated improvements include the replacement of the asphalt pavement at the completion of the revetment project. Pavement will be replaced by milling and replaced once base course is crowned.
- (iii.) The area of Beach Drive between 7540 and 7328 is anticipated to be replaced under the grant due to the other improvements in and adjacent to the road.

4. **Schedule** - Services for the Beach Drive Road Project are anticipated only if funding becomes available and at the direction of staff.

- a. Design –MSA will assist with the following:
 - (i.) Exhibits required to identify replacement limits and method of construction (milling and paving or patching).
 - (ii.) Specifications to be added to the revetment project for bidding purpose.
 - (iii.) Quantities and estimated construction cost.
 - (iv.) Detail sheets including typical road section.
 - (v.) Potential daintile detail for Beach Drive.
 - (vi.) Identification of drainage structure repairs / replacements. Village of Fox Point will provide evaluation of structures and type of repair.
- b. Exclusions
 - (i.) Construction related services
 - (ii.) Wetland delineation
 - (iii.) Soil borings (coordination only)
 - (iv.) Retaining wall design or replacement of existing wall.
 - (v.) Pavement report
 - (vi.) Damage survey (can be done but not included)

- (vii.) The road work will be bid as part of the revetment project. Information from this portion of the work will supplement the existing project and be used for bidding purposes with MSA ongoing services.
- (viii.) Village of Fox Point additional work that is not eligible will be supplied to the Village Staff. These improvements assume to be small and can be directed by staff for pricing and contracting. MSA will provide exhibits and / or details for the Village for the purpose of obtaining prices

5. Meetings - MSA anticipates attending two staff meetings for the proposed project. No public informational meetings or board meetings are anticipated but can be provided if requested.

FEE SCHEDULE SUMMARY:

1. FEMA Assistance / Exhibits	\$ 6,500
2a. N Beach Drive Watermain Relocation	\$ 7,200
2b. Topographic Survey	\$ 3,500
2c. Bidding Related Services	\$ 2,850
2d. Permitting (Watermain)	\$ 2,500
3. Beach Drive Roadway Rehabilitation (If authorized)	\$ 4,650
=====	
TOTAL	\$27,200

All services shall be performed in accordance with the General Terms and Conditions of MSA, previously executed by the parties. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on time & material basis (see attached MSA rate schedule).



Amendment No. 1

**To: Village of Fox Point
Douglas H. Frazer
7200 N Monica Blvd
Fox Point, WI 53217**

Date of Issuance: 10/7/21

MSA Project No.: R17951003

This is an amendment to the Agreement dated March 22, 2021 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Design, Engineering Services of Beach Drive Coast Resiliency Project

The project scope has changed due to: Requested service by the Village Staff

The scope of the work authorized is: See attached.

The schedule to perform the work is: Approximate Start Date: 10/30/21
Approximate Completion Date: 10/30/22

The estimated fee for the work: See attached pricing.

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

VILLAGE OF FOX POINT

MSA PROFESSIONAL SERVICES, INC.

Douglas H. Frazer

Village President

Date: _____

Joseph DeYoung, P.E.

Project Manager

Date: _____

Attest: City/Township/Village Clerk (WI Only)

1702 Pancratz Street

Madison, WI 53704

Phone: 608-242-6646

Clerk Name: _____

Date: _____

7200 N Monica Blvd

Fox Point, WI 53217

Phone: (414)351-8900

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints.....	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.15/sq.in.
Flash Drive	\$10
GPS Equipment	\$28/hour
Laser Level.....	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle	\$35 + \$0.30 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$37/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.



Beach Drive Water Main Proposed Relocation Figure



VILLAGE OF FOX POINT
7200 North Santa Monica Blvd
Fox Point, WI 53217
(414) 351-8900

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 100'

Print Date: 10/6/2021



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 5, 2021
Re: Accept Proposal for Stormwater Related Services

Kapur & Associates has submitted a proposal to the Village per staff request to address three stormwater related items – two related to the new NR 216 stormwater permit that became effective June 1, 2021 and one related to the green infrastructure we have been constructing.

Namely, Task 1 of their proposal includes an inspection of the green infrastructure that has been installed over the course of the last approximate ten years. There are currently fourteen different locations that would be inspected and a report prepared that will identify any needed upkeep or improvements. It is noted that (a) the locations include green infrastructure installed as recently as 2021 and (b) staff will likely solicit a proposal from Marek Landscaping to perform the necessary maintenance where needed as they currently perform such services along Indian Creek. I am recommending Kapur be retained to perform these services as we continue to add more green infrastructure and because the Milwaukee Metropolitan Sewerage District (MMSD) requires annual maintenance and upkeep for a minimum of ten years as a condition of funding.

The second and third tasks are related to the new stormwater permit conditions. Task 2 activities include evaluation of our ordinances and a recommendation on what needs to be updated to comply with the stormwater permit conditions. Task 3 includes a pre-DNR audit site inspection of the DPW yard to make recommendations of various improvements that may be recommended to meet the stormwater permit.

The fee for the three tasks is \$12,487. I reviewed the hours and fees and find them to be reasonable. Therefore, it is my recommendation that the Village Board approve the proposal of Kapur & Associates in the amount of \$12,487 and authorize the Village President and Clerk/Treasurer to sign the contract on behalf of the Village.

September 27, 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
Yearly Green Infrastructure (GI) Inspection, Ordinance Review and Recommendations, and Pre-DNR Audit Review

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 August 27, 2021.

SCOPE OF SERVICES

TASK 1: Yearly GI Inspection

Perform inspection of all GI devices below, prepare a summary report of the inspection including photos, and provide recommendations for upkeep as necessary. Locations are as listed:

- | | |
|-----------------------------------|----------------------------------|
| o Indian Creek Park Bio-Retention | o Calumet Road Bio-Retention |
| o Village Hall Rain Garden | o Calumet Road Bio-Swale |
| o PD-West Rain Garden | o Acacia Road East Bio-Retention |
| o PD-East Rain Garden | o Acacia Road West Bio-Retention |
| o DPW Yard Rain Garden | o Village Hall Storm GUARDen |
| o Goodrich Lane West Bridge RSC | o Greenvale Bio-Retention |
| o Goodrich Lane East Bridge RSC | o Indian Creek Park Bio-Swale |

TASK 2: Ordinance Review and Recommendations

Review existing storm water and erosion control ordinances and provide recommendations for ordinance updates. Meet with the Village to discuss ordinance recommendations and revise if necessary.

TASK3: Pre-DNR Audit Site Inspection

Perform a site inspection of DPW yard facilities. Prepare report documenting inspection and provide recommendations for improvement. Meet with Village to discuss report and revise report if necessary.

SCHEDULE

The yearly GI Inspection will be performed mid to late October 2021 or in June 2022. Ordinance review and the pre-DNR audit inspection will occur within 2 months of acceptance of this proposal.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be \$12,487. 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

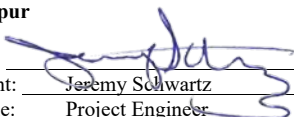
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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: Jeremy Schwartz
Title: Project Engineer
Date: 9-27-21

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: _____

Yearly Green Infrastructure (GI) Inspection, Ordinance Review and Recommendations, and Pre-DNR Audit Review
Village of Fox Point, WI

Design									
TASK	Project Manager	Project Engineer	Staff Engineer	Environmental Scientist	PLS	One Man survey Crew	Technician	Total Task Hours	Total Task Cost
	\$159.00	\$112.00	\$91.00	\$107.00	\$112.00	\$114.00	\$83.00		
Yearly GI Inspection-14 Devices									\$1,274.00
Site Inspection-Document			14					14	
Prepare Inspection Report-Recommendations	4		16					20	
Revisions	1		8					9	
2 Meetings	3		3					6	
Mileage									
Total Yearly GI Inspection-14 Devices								49	\$5,053.00
Ordinance Review and Recommendations									
Review Existing Ordinances	1	8		4				13	\$1,483.00
Provide Recommendations	2	16		4				22	\$2,538.00
1 Meeting	2	2		2				6	\$756.00
Revisions	1	8						9	\$1,055.00
Total Ordinance Review and Recommendations								50	\$5,832.00
Pre-DNR Audit Site Visit and Report									
Site Inspection	4			4				8	\$1,064.00
Inspection Report and Recommendations	1			8				9	\$1,015.00
1 Meeting	2			2				4	
Revision	1			4				5	\$587.00
Total Pre-DNR Audit Site Visit and Report								18	\$1,602.00
Grand Totals:	22	34	41	28	0	0	0	125	\$12,487.00







To: Village of Fox Point Plan Commission
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: September 27, 2021
Re: Land Combination – 7310 North Longacre Road

An application was submitted by Adam and Jill Scheuer, owners of the property at 7310 North Longacre Road, to combine the lots on their properties (Part of Lot 13 and Lot 14). The Applicant is requesting that the two parcels as shown on the Plat of Survey (Attachment A) be combined and that one lot be created as shown on the Certified Survey Map (CSM) (Attachment B). The Applicant has submitted this application in accordance with Section 738 of the Village Code.

Based upon correspondence from the Village Attorney, it is my understanding that the application requires a filing fee (\$300) and the appropriate CSM but does not require an appraisal as it is a land combination nor notice to property owners within 500 feet of the proposed land combination. As the filing fee has been paid and the Plat of Survey and CSM have been submitted depicting the land combination, it appears that the requirements for the land combination have been met and, therefore, is referred to the Plan Commission for action on the matter.

VILLAGE HALL

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

Exhibit A
Plat of Survey

Adam and Jill Scheuer
7310 N. Longacre Rd.
Fox Point, WI 53217
9/27/21

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

RE: Request to approve land combination at 7310 N. Longacre Rd.

Dear Village of Fox Point – Planning Commission:

My wife and I are in the process of building a new garage on our property. Before the building permit can be issued, we have been informed by the Village Engineer (Scott Brandmeier) that we will need to combine the two lots on our property because the proposed garage will be built across the boundary of Lot 13 and Lots 14. In email correspondence with Scott Brandmeier, he has communication that we will need to include the following information / content for the requested land combination:

1. A plat of survey showing the parcels as they currently exist (Exhibit A)
2. A certified survey map (CSM) that will show the parcels as they will exist after the combination (Exhibit B).

Items 1. and 2. above are included with this request. Please let me know if you need any additional information for this request.

Sincerely,

The block contains two handwritten signatures in black ink. The first signature is a stylized, cursive signature that appears to be 'Adam Scheuer'. The second signature is also in cursive and appears to be 'Jill Scheuer'. Both signatures are written in a fluid, connected style.

Adam and Jill Scheuer

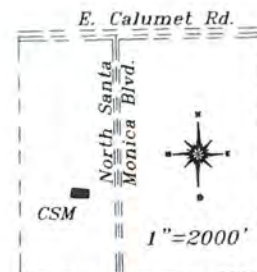
Exhibit B
Certified Survey Map

CERTIFIED SURVEY MAP NO. _____

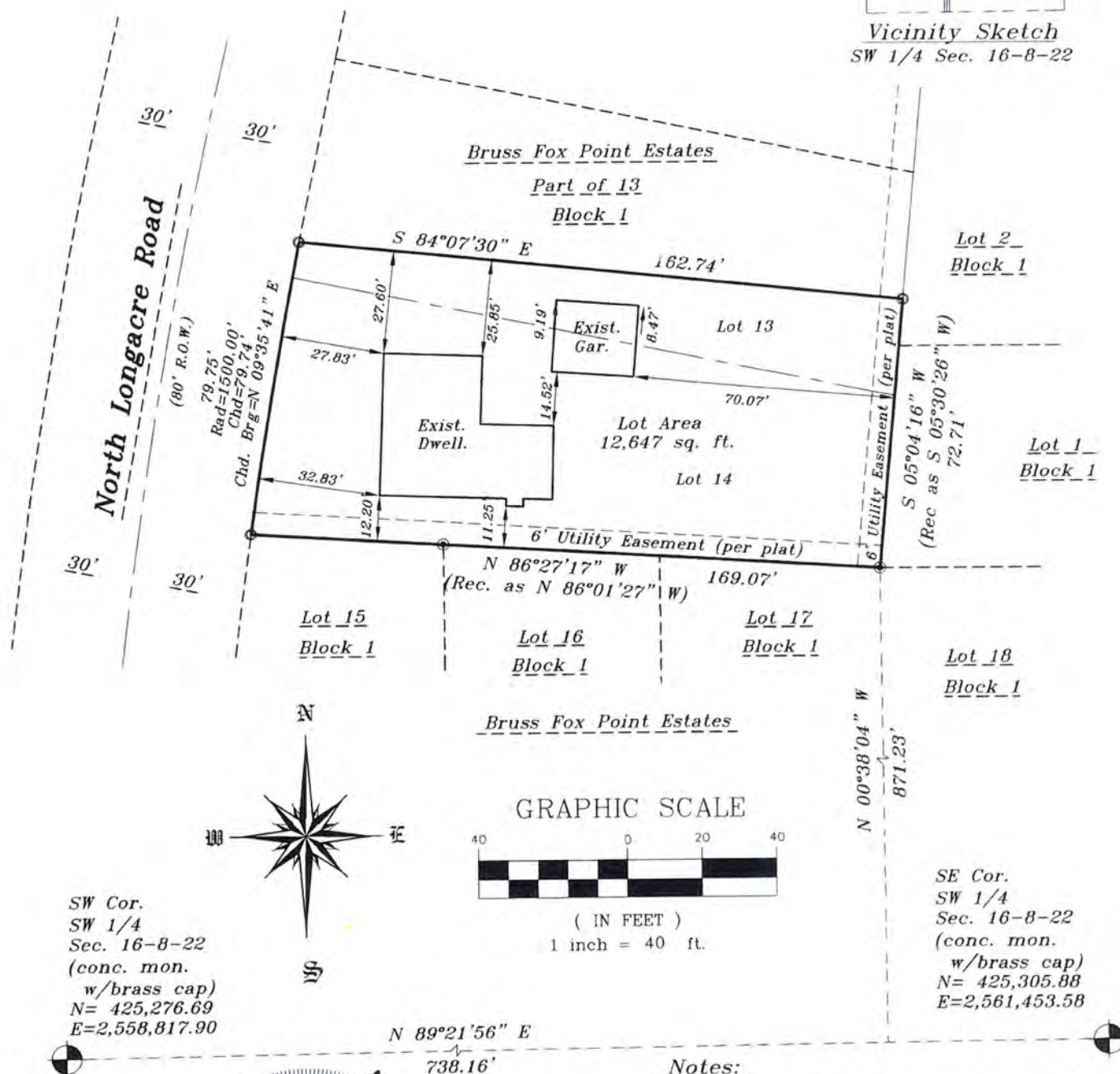
Being a Redivision of Lot 14 and part of Lot 13 in Block 1 in Bruss Fox Point Estates, in the Southwest 1/4 of Section 16, in Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

Prepared By:
Dennis C. Sauer RLS 2421
Metropolitan Survey Service, Inc.
9415 West Forest Home Avenue
Hales Corners, WI 53130

Prepared for:
Adam Scheuer
7310 North Long Acre Road
Fox Point, WI 53217



Vicinity Sketch
SW 1/4 Sec. 16-8-22



September 25, 2021

CERTIFIED SURVEY MAP NO. _____

Being a Redivision of Lot 14 and part of Lot 13 in Block 1 in Bruss Fox Point Estates, in the Southwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
Milwaukee County) ss

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

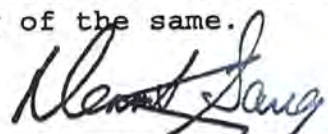
That I have surveyed, divided and mapped a Redivision of Lot 14 and part of Lot 13 in Block 1 in Bruss Fox Point Estates, in the Southwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 16, Township 8 North, Range 22 East; thence N 89°21'56" E along the South line of said 1/4 Section, 738.16 feet to a point; thence N 00°38'04" W, 871.23 feet to a point of beginning of the land to be described; thence N 86°27'17" W, 169.07 feet to the East line of North Longacre Road; thence Northeasterly along said East Line along an arc of a curve 79.75 feet whose radius is 1500.00 feet to the Southeast and whose chord bears N 09°35'41" E, 79.74 feet to a point; thence S 84°07'30" E, 162.74 feet; thence S 05°04'16" W, 72.71 feet to the point of beginning. Said lands containing 12,647 square feet.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have made such survey, land division and map by the direction of Adam D. Scheuer and Jill W. Scheuer, husband and wife, owners of said land.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Village of Fox Point in surveying, dividing and mapping of the same.

September 25, 2021
Date



Dennis C. Sauer
Professional Land Surveyor S-2421



CERTIFIED SURVEY MAP NO. _____

Being a Redivision of Lot 14 and part of Lot 13 in Block 1 in Bruss Fox Point Estates, in the Southwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

OWNERS CERTIFICATE

Adam D. Scheuer and Jill W. Scheuer, husband and wife, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236.34 of the Wisconsin State Statutes.

WITNESS THE HAND AND SEAL of said owners this _____ day of _____, 20__.

Adam D. Scheuer, Owner

Jill W. Scheuer, Owner

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20__, Adam D. Scheuer and Jill W. Scheuer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Village of Fox Point, Wisconsin, this _____ day of _____, 20__.

Douglas H. Frazer, Chairperson

_____, Secretary

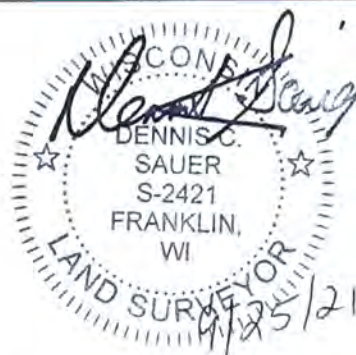
VILLAGE BOARD APPROVAL

APPROVED by the Village Board of the Village of Fox Point, Wisconsin, this _____ day of _____, 20__.

Douglas H. Frazer, President

_____, Clerk

THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421





3025 Highland Pkwy, Ste 400
Downers Grove, IL 60515

Phone: (331) 200-6103
www.crowncastle.com

August 19, 2021

WI - VILLAGE OF FOX POINT

Inspections

Michael Rakow, Building Inspector

7200 N SANTA MONICA BLVD

FOX POINT, WI 53217

Via Mail

*****NOTICE OF ELIGIBLE FACILITIES REQUEST*****

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409

Site Address: 8615 N Port Washington Rd, Fox Point, WI 53217

Crown Site Number: 827008 / Crown Site Name: River Point Shopping Cent

Customer Site Number: ML11046B / Application Number: 553136

Dear Michael Rakow, Building Inspector:

On behalf of T-Mobile Central LLC (“Applicant”), Crown Castle USA Inc. (“Crown Castle”) is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission (“FCC”).²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. Based on this filing, the deadline for written notice of incomplete application is September 18, 2021, and the deadline for issuance of approval is October 18, 2021.

The proposed scope of work for this project includes:

¹ Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).

² *Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies*, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and *Implementation of State & Local Governments’ Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250 (June 10, 2020).

³ See 47 CFR § 1.6100 (c)(3). ⁴ See 2020 Upgrade Order at paragraph 16.



3025 Highland Pkwy, Ste 400
Downers Grove, IL 60515

Phone: (331) 200-6103
www.crowncastle.com

Add or replace antennas, ancillary equipment, and ground equipment as per plans for an existing carrier on an existing wireless communication facility. No tower height extension or compound expansion proposed.

At the end of this letter is a checklist of the applicable substantial change criteria under Section 6409. Additionally, please find enclosed the following information in support of this request:

- (1) Building Permit Application;
- (2) Construction Drawings;
- (3) Photo Sims
- (4) Landlord Consent
- (5) Structural Analysis; and
- (6) Section 6409 Substantial Change Checklist.

As these documents indicate, (i) the modification involves the collocation, removal, or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an "eligible facilities request" as defined in the FCC's rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

Suzanne Kingsland

Suzanne Kingsland
Site Acquisition Project Manager
Crown Castle
Agent for Applicant
(331) 200-6103
Suzanne.Kingsland@crowncastle.com



3025 Highland Pkwy, Ste 400
Downers Grove, IL 60515

Phone: (331) 200-6103
www.crowncastle.com

Section 6409 Substantial Change Checklist
Towers Outside of the Public Right of Way

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside the Public Rights of Way

YES/NO NO	Does the modification increase the height of the tower by more than the greater of: (a) 10% (b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO NO	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO NO	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO NO	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO YES	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO NO	Does the modification violate conditions associated with the siting approval with the prior approval the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered “NO,” then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.



VILLAGE OF FOX POINT
7200 N Santa Monica Blvd
Fox Point, WI 53217
(414) 247-6622
www.villageoffoxpoint.com

Permit Number:

B

OFFICE USE ONLY
Issued Date
Zoning

BUILDING PERMIT

Job Address 8615 N Port Washington Rd	Building Type: Residential - Commercial
Description of Work Add or replace antennas, ancillary equipment, and ground equipment as per plans for an existing carrier (T-Mobile Central LLC) on an existing wireless communication facility.	
No Change to Tower Height or Compound Expansion Proposed	
T-Mobile" is requesting to change to Full Antenna Array vs current concelament	
Estimated Cost of Project \$ \$77,000.00	

Owner/Occupant	
Contact Name Suzanne Kingsland - Agent "T-Mobile" / "Crown Castle"	Business Name T-Mobile Central LLC & Crown Castle USA Inc
Address 3025 Highland Parkway, ste 400	City/State/Zip Downers Grove, IL 60515
Phone O:(331) 200-6103 M:(248)-421-2812	Email Suzanne.Kingsland@crowncastle.com

****Cautionary Statement required when homeowner is applying for permit****

Contractor	
Company Name TCE	Contact Name Justin Oseckis
Address 114 Shore Drive	City/State/Zip Burr Ridge, IL 60527
Phone 773-744-7550	Email justin@tcellc.net
Dwelling Contractor #	Dwelling Contractor Qualifier #

Square Footage Under Construction				
1 st Floor	2 nd Floor	Basement	Addition	Garage

Description	Rate	Amount
Project - Per \$1,000 of estimated cost	\$9.50	732.00
Building Board	\$75.00	
Footing early start - \$210.00 one and two family; \$280.00 commercial		
Plan Review - \$250.00 one and two family; New Construction \$300.00 plus \$27.00/unit commercial; New Construction		
State Seal	\$65.00	
Razing, Interior Demolition \$85.00 minimum plus	\$0.12/sqft	
Moving buildings over public ways \$230.00 plus	\$0.12/sqft	
Fuel tanks - Per 1,000 gallons	\$24.00	
Re-inspection	\$100.00	
Other		
Work started without permit Double Fee		
Minimum Fee	\$70.00	
Payable to: Village of Fox Point	Total Permit Fee	\$ 732.00

Applicant Signature Suzanne Kingsland - Agent "T-Mobile" / "Crown Castle" **Date** 8/19/2021

Rev 09/20

ISSUED PERMITS are available on the Village website under **PERMITS & LICENSES**



2000 Corporate Dr.
Canonsburg, PA 15317

Phone (724) 743-7996
Email
Rebecca.Lopez@crowncastle.com
www.crowncastle.com

May 3, 2021

VIA Email/Docusign: Sheila Sanders ssanders@midlandmgtllc.com

NORTH SHORE CENTER PARTNERS
555 W BROWN DEER RD #220
C/O MIDLAND MANAGEMENT LLC
MILWAUKEE, WI 53217

Re: BU 827008 / "River Point Shopping Cent" / 8615 N Port Washington Rd, Fox Point, WI 53217 ("Site")
Site Lease with Option, dated July 27, 2000, as it may have been amended and assigned ("Lease")
Consent for modifications

Dear NORTH SHORE CENTER PARTNERS,

I am reaching out to you on behalf of T-Mobile USA Tower LLC ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the amount of towers in an area where this property is located, T-Mobile intends to modify its equipment at the wireless communication facility (the "Modification").

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before June 3, 2021** by signing below and returning to Rebecca.Lopez@crowncastle.com so that we may install T-Mobile's equipment as permitted under the Lease.

Please see the enclosed supplemental materials, as may be required by the Lease. If you have any questions concerning this request, please contact Rebecca Lopez at (724) 743-7996 or Rebecca.Lopez@crowncastle.com

Sincerely,

Rebecca M. Lopez

Rebecca Lopez
Real Estate Specialist

Agreed and accepted

18 Aug 21
(Date)

ANISHA M.K. MAHMOUD
to Agent for the Owner
MIDLAND MGT LLC
(Lessor's name and title)

NORTH
SHORE
CENTER
PARTNERS

[Enclosures]

The Foundation for a Wireless World.

CrownCastle.com

553136 - T-Mobile



① EXISTING



PROPOSING NEW
PLATFORM MOUNT
SABRE C108557621C

② PROPOSED

POWER OF DESIGN
11490 BLUFFCROSS PKWY
LOUISVILLE, KY 40299
502-437-5252

T-MOBILE SITE NUMBER:
ML11046B

ORDER #: 553136

BU #: 827008

8615 N PORT WASHINGTON
RD
FOX POINT, WI 53217
MILWAUKEE

LAT: 43° 10' 33.63"

LONG: RIVER POINT
SHOPPING CENT

REVISIONS

NUMBER	DATE
	07-29-21

VICINITY MAP

SHEET NUMBER: P-1	REVISION: ----
-------------------------------------	----------------------------------



T-Mobile

POD
POWER OF DESIGN
11400 BLUEGRASS PKWY
LOUISVILLE, KY 40298
502.437.5252

CROWN CASTLE

T-MOBILE SITE NUMBER:
ML11046B

ORDER #: 553136

BU #: 827008

8615 N PORT WASHINGTON
RD
FOX POINT, WI 53217
MILWAUKEE

LAT: 43° 10' 33.63"

LONG: RIVER POINT
SHOPPING CENT

REVISIONS

NUMBER	DATE
1	07-23-21

VICINITY MAP



1 EXISTING

SHEET NUMBER: **P-2** REVISION: **---**



PROPOSING DELTA
LB3 BATTERY
CABINET AND DELTA
600A HPL3 CABINET

T-Mobile

POD
POWER OF DESIGN
11490 BLUFFGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

CC CROWN CASTLE

T-MOBILE SITE NUMBER:
ML11046B

ORDER #: 553136

BU #: 827008

8615 N PORT WASHINGTON
RD
FOX POINT, WI 53217
MILWAUKEE

LAT: 43° 10' 33.63"

LONG: RIVER POINT
SHOPPING CENT

REVISIONS

NUMBER	DATE
	07/20/21

VICINITY MAP



2 PROPOSED

SHEET NUMBER: **P-3** REVISION: **----**

Date: June 11, 2021



Tower Engineering Professionals
326 Tryon Road
Raleigh, NC 27603
(919) 661-6351

Subject: Structural Modification Analysis Report

Carrier Designation: T-Mobile Co-Locate
Site Number: ML11046B
Site Name: N/A

Crown Castle Designation: BU Number: 827008
Site Name: River Point Shopping Cent
JDE Job Number: 644838
Work Order Number: 1944906
Order Number: 553136 Rev. 2

Engineering Firm Designation: TEP Project Number: 203915.553238

Site Data: 8615 N Port Washington Rd., Fox Point, Milwaukee County, WI 53217
Latitude 43° 10' 33.63", Longitude -87° 54' 54.28"
130 Foot - Monopole Tower

Tower Engineering Professionals is pleased to submit this "Structural Modification Analysis Report" to determine the structural integrity of the above-mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level including the proposed modifications as outlined in the attached drawings, "Appendix D". Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC4: Modified Structure with Existing + Proposed Equipment

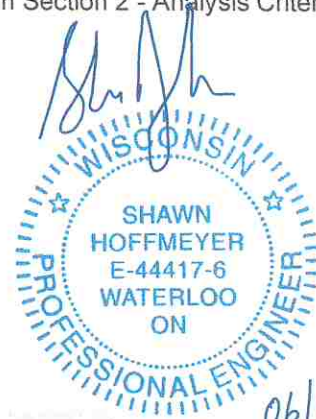
Sufficient Capacity

This analysis utilizes an ultimate 3-second gust wind speed of 115 mph as required by the 2015 International Building Code. Applicable Standard references and design criteria are listed in Section 2 - Analysis Criteria.

Structural analysis prepared by: Jarred Wallace, P.E. / DEN

Respectfully submitted by:

Shawn Hoffmeyer, P.E.



06/11/21

TABLE OF CONTENTS

1) INTRODUCTION

2) ANALYSIS CRITERIA

Table 1 - Proposed Equipment Configuration

3) ANALYSIS PROCEDURE

Table 2 - Documents Provided

3.1) Analysis Method

3.2) Assumptions

4) ANALYSIS RESULTS

Table 3 - Section Capacity (Summary)

Table 4 - Tower Component Stresses vs. Capacity

4.1) Recommendations

5) APPENDIX A

tnxTower Output

6) APPENDIX B

Base Level Drawing

7) APPENDIX C

Additional Calculations

8) APPENDIX D

Structural Design Drawings

1) INTRODUCTION

This tower is a 130-ft monopole tower designed by Pirod Manufactures Inc. The 40-ft canister section is considered to be replaced by a proposed 40-ft tower extension in this analysis, maintaining the overall tower height of 130-ft.

2) ANALYSIS CRITERIA

TIA-222 Revision:	TIA-222-H
Risk Category:	II
Wind Speed:	115 mph
Exposure Category:	C
Topographic Factor:	1.0
Ice Thickness:	1.5 in
Wind Speed with Ice:	40 mph
Service Wind Speed:	60 mph

Table 1 - Proposed Equipment Configuration

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
125.0	125.0	3	Andrew	HBXX-6516DS-A2M w/ Mount Pipe	1 6 2	3/8 7/8 1-1/2
		3	Nokia	AEHC w/ Mount Pipe		
		2	Commscope	HSC 2.0 Part 1		
		3	Nokia	AHFIG_TMO		
		1	Sabre	C10855721C Platform Mount		
115.0	115.0	-	-	-	6	7/8

3) ANALYSIS PROCEDURE**Table 2 - Documents Provided**

Document	Reference	Source
Geotechnical Report	3499149	CCISites
Tower Foundation Drawings	3903109	CCISites
Tower Manufacturer Drawings	3499150	CCISites
Tower Structural Analysis Report	9714484	CCISites

3.1) Analysis Method

tnxTower (version 8.0.9.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A. When applicable, Crown Castle has calculated and provided the effective area for panel antennas using approved methods following the intent of the TIA-222 Standard.

3.2) Assumptions

- 1) The tower and structures were maintained in accordance with the TIA-222 Standard.
- 2) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Table 1, and the referenced drawings.

This analysis may be affected if any assumptions are not valid or have been made in error. Tower Engineering Professionals should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 3 - Section Capacity (Summary)

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (k)	ΦP_{allow} (k)	% Capacity	Pass / Fail
L1	130 - 90	Pole	P24x.375	1	-7.18	920.56	26.0	Pass
L2	90 - 60	Pole	P36x.375	2	-12.58	1564.60	22.9	Pass
L3	60 - 30	Pole	P36x.375	3	-18.03	1564.60	38.5	Pass
L4	30 - 0	Pole	P36x.375	4	-23.54	1564.60	56.5	Pass
							Summary	
						Pole (L4)	56.5	Pass
						RATING =	56.5	Pass

Table 4 - Tower Component Stresses vs. Capacity - LC4

Notes	Component	Elevation (ft)	% Capacity	Pass / Fail
1,2	Flange Connection	90.0	18.8	Pass
1,2,3	Flange Connection	60.0	31.9	Pass
1,2,3	Flange Connection	30.0	54.2	Pass
1,2	Anchor Rods	-	55.5	Pass
1,2,3	Base Plate	-	56.5	Pass
1,2	Base Foundation Soil Interaction	-	13.0	Pass
1,2	Base Foundation Structural	-	29.2	Pass

Structure Rating (max from all components) =	56.5%
---	--------------

Notes:

- 1) See additional documentation in "Appendix C - Additional Calculations" for calculations supporting the % capacity listed.
- 2) Rating per TIA-222-H Section 15.5
- 3) Base/Flange plates are assumed to have the same capacity as their respective splice bolts or shaft.

4.1) Recommendations

- 1) The modifications depicted in "Appendix D - Structural Design Drawings" shall be installed and, upon completion, inspected. The tower and its foundation have sufficient capacity to carry the proposed load configuration once the proposed modifications are installed.

130-ft Monopole Tower Structural Modification Analysis Report
TEP Project Number 203915.553238, Order 553136, Revision 2

June 11, 2021
CCI BU No 827008
Page 5

APPENDIX A

TNXTOWER OUTPUT

130.0 ft



MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A53-B-35	35 ksi	60 ksi	A53-B-42	42 ksi	63 ksi

TOWER DESIGN NOTES

1. Tower is located in Milwaukee County, Wisconsin.
2. Tower designed for Exposure C to the TIA-222-H Standard.
3. Tower designed for a 115 mph basic wind in accordance with the TIA-222-H Standard.
4. Tower is also designed for a 40 mph basic wind with 1.50 in ice. Ice is considered to increase in thickness with height.
5. Deflections are based upon a 60 mph wind.
6. Tower Risk Category II.
7. Topographic Category 1 with Crest Height of 0.00 ft.
8. TOWER RATING: 56.5%

90.0 ft

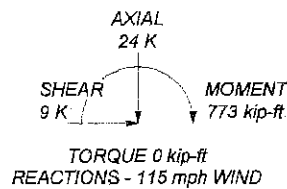
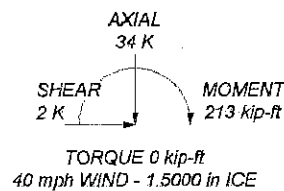
60.0 ft

30.0 ft

0.0 ft

Section	1	2	3	4	
Size	P24x.375	P36x.375	P36x.375	P36x.375	
Length (ft)	40.00	30.00	30.00	30.00	
Grade	A53-B-35	A53-B-42			
Weight (K)	3.8		4.3	4.3	16.8

ALL REACTIONS
ARE FACTORED



 Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: (919) 661-6350		Job: River Point Shopping Cent (BU 827008)	
		Project: TEP No. 203915.553238	
Client: Crown Castle	Drawn by: jwallace	App'd:	
Code: TIA-222-H	Date: 06/04/21	Scale: NTS	
Path:		Dwg No. E-1	

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job River Point Shopping Cent (BU 827008)	Page 1 of 13
	Project TEP No. 203915.553238	Date 13:22:19 06/04/21
	Client Crown Castle	Designed by jwallace

Tower Input Data

The tower is a monopole.

This tower is designed using the TIA-222-H standard.

The following design criteria apply:

- Tower is located in Milwaukee County, Wisconsin.
- Tower base elevation above sea level: 685.00 ft.
- Basic wind speed of 115 mph.
- Risk Category II.
- Exposure Category C.
- Simplified Topographic Factor Procedure for wind speed-up calculations is used.
- Topographic Category: 1.
- Crest Height: 0.00 ft.
- Nominal ice thickness of 1.5000 in.
- Ice thickness is considered to increase with height.
- Ice density of 56 pcf.
- A wind speed of 40 mph is used in combination with ice.
- Temperature drop of 50 °F.
- Deflections calculated using a wind speed of 60 mph.
- A non-linear (P-delta) analysis was used.
- Pressures are calculated at each section.
- Stress ratio used in pole design is 1.
- Tower analysis based on target reliabilities in accordance with Annex S.
- Load Modification Factors used: $K_{es}(F_w) = 0.95$, $K_{es}(t_i) = 0.85$.
- Maximum demand-capacity ratio is: 1.05.
- Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

- | | | |
|-------------------------------------|--------------------------------------|---|
| Consider Moments - Legs | Distribute Leg Loads As Uniform | Use ASCE 10 X-Brace L _y Rules |
| Consider Moments - Horizontals | Assume Legs Pinned | Calculate Redundant Bracing Forces |
| Consider Moments - Diagonals | √ Assume Rigid Index Plate | Ignore Redundant Members in FEA |
| Use Moment Magnification | √ Use Clear Spans For Wind Area | SR Leg Bolts Resist Compression |
| √ Use Code Stress Ratios | Use Clear Spans For KL/r | All Leg Panels Have Same Allowable |
| √ Use Code Safety Factors - Guys | Retension Guys To Initial Tension | Offset Girt At Foundation |
| Escalate Ice | √ Bypass Mast Stability Checks | √ Consider Feed Line Torque |
| Always Use Max K _z | √ Use Azimuth Dish Coefficients | Include Angle Block Shear Check |
| Use Special Wind Profile | √ Project Wind Area of Appurt. | Use TIA-222-H Bracing Resist. Exemption |
| Include Bolts In Member Capacity | Autocalc Torque Arm Areas | Use TIA-222-H Tension Splice Exemption |
| Leg Bolts Are At Top Of Section | Add IBC .6D+W Combination | Poles |
| Secondary Horizontal Braces Leg | √ Sort Capacity Reports By Component | √ Include Shear-Torsion Interaction |
| Use Diamond Inner Bracing (4 Sided) | Triangulate Diamond Inner Bracing | Always Use Sub-Critical Flow |
| SR Members Have Cut Ends | Treat Feed Line Bundles As Cylinder | Use Top Mounted Sockets |
| SR Members Are Concentric | Ignore KL/ry For 60 Deg. Angle Legs | √ Pole Without Linear Attachments |
| | | Pole With Shroud Or No Appurtenances |
| | | Outside and Inside Corner Radii Are Known |

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	2 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Pole Section Geometry

Section	Elevation ft	Section Length ft	Pole Size	Pole Grade	Socket Length ft
L1	130.00-90.00	40.00	P24x.375	A53-B-35 (35 ksi)	
L2	90.00-60.00	30.00	P36x.375	A53-B-42 (42 ksi)	
L3	60.00-30.00	30.00	P36x.375	A53-B-42 (42 ksi)	
L4	30.00-0.00	30.00	P36x.375	A53-B-42 (42 ksi)	

Tower Elevation ft	Gusset Area (per face) ft ²	Gusset Thickness in	Gusset Grade	Adjust. Factor A _f	Adjust. Factor A _r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
L1 130.00-90.00				1	1	1			
L2 90.00-60.00				1	1	1			
L3 60.00-30.00				1	1	1			
L4 30.00-0.00				1	1	1			

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	Number Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight klf

**											
*											

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	C _s A _s ft ² /ft	Weight klf
LDF2-50(3/8)	C	No	No	Inside Pole	125.00 - 0.00	1	No Ice 1/2" Ice 1" Ice 2" Ice	0.00 0.00 0.00 0.00
LDF5-50A(7/8)	C	No	No	Inside Pole	125.00 - 0.00	6	No Ice 1/2" Ice 1" Ice 2" Ice	0.00 0.00 0.00 0.00
HCS 2.0 Part 3(1-1/2)	C	No	No	Inside Pole	125.00 - 0.00	2	No Ice 1/2" Ice 1" Ice 2" Ice	0.00 0.00 0.00 0.00

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	3 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number		$C_A A_A$ ft ² /ft	Weight klf
LDF5-50A(7/8)	C	No	No	Inside Pole	115.00 - 0.00	6	No Ice	0.00	0.00
							1/2" Ice	0.00	0.00
							1" Ice	0.00	0.00
							2" Ice	0.00	0.00

**									
*									

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft ²	A_F ft ²	$C_A A_A$ In Face ft ²	$C_A A_A$ Out Face ft ²	Weight K
L1	130.00-90.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	0.24
L2	90.00-60.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	0.22
L3	60.00-30.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	0.22
L4	30.00-0.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	0.22

Feed Line/Linear Appurtenances Section Areas - With Ice

Tower Section	Tower Elevation ft	Face or Leg	Ice Thickness in	A_R ft ²	A_F ft ²	$C_A A_A$ In Face ft ²	$C_A A_A$ Out Face ft ²	Weight K
L1	130.00-90.00	A	1.438	0.000	0.000	0.000	0.000	0.00
		B		0.000	0.000	0.000	0.000	0.00
		C		0.000	0.000	0.000	0.000	0.24
L2	90.00-60.00	A	1.384	0.000	0.000	0.000	0.000	0.00
		B		0.000	0.000	0.000	0.000	0.00
		C		0.000	0.000	0.000	0.000	0.22
L3	60.00-30.00	A	1.315	0.000	0.000	0.000	0.000	0.00
		B		0.000	0.000	0.000	0.000	0.00
		C		0.000	0.000	0.000	0.000	0.22
L4	30.00-0.00	A	1.178	0.000	0.000	0.000	0.000	0.00
		B		0.000	0.000	0.000	0.000	0.00
		C		0.000	0.000	0.000	0.000	0.22

Feed Line Center of Pressure

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	4 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Section	Elevation	CP _X	CP _Z	CP _X Ice	CP _Z Ice
	ft	in	in	in	in
L1	130.00-90.00	0.0000	0.0000	0.0000	0.0000
L2	90.00-60.00	0.0000	0.0000	0.0000	0.0000
L3	60.00-30.00	0.0000	0.0000	0.0000	0.0000
L4	30.00-0.00	0.0000	0.0000	0.0000	0.0000

Note: For pole sections, center of pressure calculations do not consider feed line shielding.

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	C _A A _A Front ft ²	C _A A _A Side ft ²	Weight K

HBXX-6516DS-A2M w/ Mount Pipe	A	From	4.00	0.0000	125.00	No Ice	5.18	0.05
		Centroid-Le	0.00			1/2" Ice	5.70	0.09
		g	0.00			1" Ice	6.24	0.15
						2" Ice	7.36	0.28
HBXX-6516DS-A2M w/ Mount Pipe	B	From	4.00	0.0000	125.00	No Ice	5.18	0.05
		Centroid-Le	0.00			1/2" Ice	5.70	0.09
		g	0.00			1" Ice	6.24	0.15
						2" Ice	7.36	0.28
HBXX-6516DS-A2M w/ Mount Pipe	C	From	4.00	0.0000	125.00	No Ice	5.18	0.05
		Centroid-Le	0.00			1/2" Ice	5.70	0.09
		g	0.00			1" Ice	6.24	0.15
						2" Ice	7.36	0.28
AEHC w/ Mount Pipe	A	From	4.00	0.0000	125.00	No Ice	6.96	0.11
		Centroid-Le	0.00			1/2" Ice	7.34	0.17
		g	0.00			1" Ice	7.74	0.23
						2" Ice	8.57	0.37
AEHC w/ Mount Pipe	B	From	4.00	0.0000	125.00	No Ice	6.96	0.11
		Centroid-Le	0.00			1/2" Ice	7.34	0.17
		g	0.00			1" Ice	7.74	0.23
						2" Ice	8.57	0.37
AEHC w/ Mount Pipe	C	From	4.00	0.0000	125.00	No Ice	6.96	0.11
		Centroid-Le	0.00			1/2" Ice	7.34	0.17
		g	0.00			1" Ice	7.74	0.23
						2" Ice	8.57	0.37
HCS 2.0 Part 1	A	From	4.00	0.0000	125.00	No Ice	1.87	0.02
		Centroid-Le	0.00			1/2" Ice	2.04	0.04
		g	0.00			1" Ice	2.21	0.06
						2" Ice	2.59	0.11
HCS 2.0 Part 1	B	From	4.00	0.0000	125.00	No Ice	1.87	0.02
		Centroid-Le	0.00			1/2" Ice	2.04	0.04
		g	0.00			1" Ice	2.21	0.06
						2" Ice	2.59	0.11
AHFIG_TMO	A	From	4.00	0.0000	125.00	No Ice	3.08	0.07
		Centroid-Le	0.00			1/2" Ice	3.32	0.09
		g	0.00			1" Ice	3.56	0.12
						2" Ice	4.07	0.18
AHFIG_TMO	B	From	4.00	0.0000	125.00	No Ice	3.08	0.07
		Centroid-Le	0.00			1/2" Ice	3.32	0.09

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	5 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Description	Face or Leg	Offset Type	Offsets: Horiz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	C _{AA} Front ft ²	C _{AA} Side ft ²	Weight K
		g	0.00			1" Ice 3.56	1.85	0.12
						2" Ice 4.07	2.27	0.18
AHFIG_TMO	C	From Centroid-Le	4.00	0.0000	125.00	No Ice 3.08	1.47	0.07
		g	0.00			1/2" Ice 3.32	1.66	0.09
			0.00			1" Ice 3.56	1.85	0.12
						2" Ice 4.07	2.27	0.18
(2) 2.4" Dia. x 10-ft Mount Pipe	A	From Centroid-Le	4.00	0.0000	125.00	No Ice 2.38	2.38	0.04
		g	0.00			1/2" Ice 3.40	3.40	0.05
			0.00			1" Ice 4.45	4.45	0.08
						2" Ice 5.91	5.91	0.15
(2) 2.4" Dia. x 10-ft Mount Pipe	B	From Centroid-Le	4.00	0.0000	125.00	No Ice 2.38	2.38	0.04
		g	0.00			1/2" Ice 3.40	3.40	0.05
			0.00			1" Ice 4.45	4.45	0.08
						2" Ice 5.91	5.91	0.15
(2) 2.4" Dia. x 10-ft Mount Pipe	C	From Centroid-Le	4.00	0.0000	125.00	No Ice 2.38	2.38	0.04
		g	0.00			1/2" Ice 3.40	3.40	0.05
						1" Ice 4.45	4.45	0.08
						2" Ice 5.91	5.91	0.15
Sabre M.O.V.E Platform	C	None		0.0000	125.00	No Ice 26.60	26.60	1.10
						1/2" Ice 38.00	38.00	1.49
						1" Ice 49.40	49.40	1.88
						2" Ice 72.20	72.20	2.66

**								
*								

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 30 deg - No Ice
5	0.9 Dead+1.0 Wind 30 deg - No Ice
6	1.2 Dead+1.0 Wind 60 deg - No Ice
7	0.9 Dead+1.0 Wind 60 deg - No Ice
8	1.2 Dead+1.0 Wind 90 deg - No Ice
9	0.9 Dead+1.0 Wind 90 deg - No Ice
10	1.2 Dead+1.0 Wind 120 deg - No Ice
11	0.9 Dead+1.0 Wind 120 deg - No Ice
12	1.2 Dead+1.0 Wind 150 deg - No Ice
13	0.9 Dead+1.0 Wind 150 deg - No Ice
14	1.2 Dead+1.0 Wind 180 deg - No Ice
15	0.9 Dead+1.0 Wind 180 deg - No Ice
16	1.2 Dead+1.0 Wind 210 deg - No Ice
17	0.9 Dead+1.0 Wind 210 deg - No Ice
18	1.2 Dead+1.0 Wind 240 deg - No Ice
19	0.9 Dead+1.0 Wind 240 deg - No Ice
20	1.2 Dead+1.0 Wind 270 deg - No Ice
21	0.9 Dead+1.0 Wind 270 deg - No Ice

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	6 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Comb. No.	Description
22	1.2 Dead+1.0 Wind 300 deg - No Ice
23	0.9 Dead+1.0 Wind 300 deg - No Ice
24	1.2 Dead+1.0 Wind 330 deg - No Ice
25	0.9 Dead+1.0 Wind 330 deg - No Ice
26	1.2 Dead+1.0 Ice+1.0 Temp
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp
33	1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
34	1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp
36	1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp
39	Dead+Wind 0 deg - Service
40	Dead+Wind 30 deg - Service
41	Dead+Wind 60 deg - Service
42	Dead+Wind 90 deg - Service
43	Dead+Wind 120 deg - Service
44	Dead+Wind 150 deg - Service
45	Dead+Wind 180 deg - Service
46	Dead+Wind 210 deg - Service
47	Dead+Wind 240 deg - Service
48	Dead+Wind 270 deg - Service
49	Dead+Wind 300 deg - Service
50	Dead+Wind 330 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	130 - 90	Pole	Max Tension	2	0.00	0.00	-0.00
			Max. Compression	26	-12.03	-0.29	0.17
			Max. Mx	8	-7.18	-141.69	-0.46
			Max. My	2	-7.18	0.43	142.25
			Max. Vy	8	4.73	-141.69	-0.46
			Max. Vx	2	-4.75	0.43	142.25
			Max. Torque	13			0.13
L2	90 - 60	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	26	-19.33	-0.29	0.17
			Max. Mx	8	-12.58	-308.94	-0.90
			Max. My	2	-12.58	0.87	310.00
			Max. Vy	8	6.41	-308.94	-0.90
			Max. Vx	2	-6.42	0.87	310.00
			Max. Torque	13			0.13
L3	60 - 30	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	26	-26.54	-0.29	0.17
			Max. Mx	8	-18.03	-522.23	-1.35
			Max. My	2	-18.03	1.31	523.80
			Max. Vy	8	7.79	-522.23	-1.35
			Max. Vx	2	-7.81	1.31	523.80
			Max. Torque	13			0.13
L4	30 - 0	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	26	-33.56	-0.29	0.17
			Max. Mx	8	-23.54	-769.52	-1.78

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	7 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
			Max. My	2	-23.54	1.74	771.59
			Max. Vy	8	8.66	-769.52	-1.78
			Max. Vx	2	-8.68	1.74	771.59
			Max. Torque	13			0.13

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Pole	Max. Vert	27	33.56	0.00	2.47
	Max. H _x	20	23.55	8.65	0.01
	Max. H _z	2	23.55	0.01	8.67
	Max. M _x	2	771.59	0.01	8.67
	Max. M _z	8	769.52	-8.65	-0.01
	Max. Torsion	13	0.13	-4.34	-7.52
	Min. Vert	19	17.66	7.49	-4.32
	Min. H _x	8	23.55	-8.65	-0.01
	Min. H _z	14	23.55	-0.01	-8.67
	Min. M _x	14	-771.49	-0.01	-8.67
	Min. M _z	20	-769.34	8.65	0.01
	Min. Torsion	25	-0.13	4.34	7.52

Tower Mast Reaction Summary

Load Combination	Vertical K	Shear _y K	Shear _z K	Overturning Moment, M _x kip-ft	Overturning Moment, M _z kip-ft	Torque kip-ft
Dead Only	19.62	0.00	0.00	-0.04	-0.07	0.00
1.2 Dead+1.0 Wind 0 deg - No Ice	23.55	-0.01	-8.67	-771.59	1.74	0.11
0.9 Dead+1.0 Wind 0 deg - No Ice	17.66	-0.01	-8.67	-764.54	1.75	0.11
1.2 Dead+1.0 Wind 30 deg - No Ice	23.55	4.32	-7.50	-667.31	-383.22	0.06
0.9 Dead+1.0 Wind 30 deg - No Ice	17.66	4.32	-7.50	-661.21	-379.70	0.06
1.2 Dead+1.0 Wind 60 deg - No Ice	23.55	7.49	-4.32	-384.24	-665.52	-0.00
0.9 Dead+1.0 Wind 60 deg - No Ice	17.66	7.49	-4.32	-380.72	-659.43	-0.00
1.2 Dead+1.0 Wind 90 deg - No Ice	23.55	8.65	0.01	1.78	-769.52	-0.06
0.9 Dead+1.0 Wind 90 deg - No Ice	17.66	8.65	0.01	1.77	-762.48	-0.06
1.2 Dead+1.0 Wind 120 deg - No Ice	23.55	7.50	4.35	387.31	-667.35	-0.11
0.9 Dead+1.0 Wind 120 deg - No Ice	17.66	7.50	4.35	383.78	-661.24	-0.11
1.2 Dead+1.0 Wind 150 deg - No Ice	23.55	4.34	7.52	669.04	-386.39	-0.13
0.9 Dead+1.0 Wind 150 deg - No Ice	17.66	4.34	7.52	662.94	-382.84	-0.13

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	8 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Load Combination	Vertical K	Shear _x K	Shear _y K	Overturing Moment, M _x kip-ft	Overturing Moment, M _y kip-ft	Torque kip-ft
1.2 Dead+1.0 Wind 180 deg - No Ice	23.55	0.01	8.67	771.49	-1.92	-0.11
0.9 Dead+1.0 Wind 180 deg - No Ice	17.66	0.01	8.67	764.46	-1.88	-0.11
1.2 Dead+1.0 Wind 210 deg - No Ice	23.55	-4.32	7.50	667.21	383.04	-0.06
0.9 Dead+1.0 Wind 210 deg - No Ice	17.66	-4.32	7.50	661.13	379.57	-0.06
1.2 Dead+1.0 Wind 240 deg - No Ice	23.55	-7.49	-4.32	-384.14	-665.35	-0.00
0.9 Dead+1.0 Wind 240 deg - No Ice	17.66	-7.49	-4.32	-380.65	-659.30	-0.00
1.2 Dead+1.0 Wind 270 deg - No Ice	23.55	-8.65	-0.01	-1.88	769.34	0.06
0.9 Dead+1.0 Wind 270 deg - No Ice	17.66	-8.65	-0.01	-1.85	762.35	0.06
1.2 Dead+1.0 Wind 300 deg - No Ice	23.55	-7.50	-4.35	-387.41	667.17	0.11
0.9 Dead+1.0 Wind 300 deg - No Ice	17.66	-7.50	-4.35	-383.86	661.11	0.11
1.2 Dead+1.0 Wind 330 deg - No Ice	23.55	-4.34	-7.52	-669.14	386.21	0.13
0.9 Dead+1.0 Wind 330 deg - No Ice	17.66	-4.34	-7.52	-663.02	382.71	0.13
1.2 Dead+1.0 Ice+1.0 Temp	33.56	0.00	0.00	-0.17	-0.29	0.00
1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp	33.56	-0.00	-2.47	-212.85	-0.06	0.02
1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp	33.56	1.23	-2.14	-184.23	-106.28	0.01
1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp	33.56	2.14	-1.23	-106.29	-184.11	0.00
1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp	33.56	2.47	0.00	0.07	-212.69	-0.01
1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp	33.56	2.14	1.24	106.37	-184.36	-0.02
1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp	33.56	1.24	2.14	184.12	-106.73	-0.02
1.2 Dead+1.0 Wind 180 deg+1.0 Ice+1.0 Temp	33.56	0.00	2.47	212.48	-0.58	-0.02
1.2 Dead+1.0 Wind 210 deg+1.0 Ice+1.0 Temp	33.56	-1.23	2.14	183.86	105.64	-0.01
1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp	33.56	-2.14	1.23	105.92	183.47	0.00
1.2 Dead+1.0 Wind 270 deg+1.0 Ice+1.0 Temp	33.56	-2.47	-0.00	-0.44	212.05	0.01
1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp	33.56	-2.14	-1.24	-106.74	183.72	0.02
1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp	33.56	-1.24	-2.14	-184.49	106.09	0.02
Dead+Wind 0 deg - Service	19.62	-0.00	-2.22	-196.68	0.39	0.03
Dead+Wind 30 deg - Service	19.62	1.11	-1.92	-170.11	-97.72	0.02
Dead+Wind 60 deg - Service	19.62	1.92	-1.11	-97.96	-169.67	-0.00
Dead+Wind 90 deg - Service	19.62	2.22	0.00	0.42	-196.18	-0.02
Dead+Wind 120 deg - Service	19.62	1.92	1.11	98.68	-170.14	-0.03
Dead+Wind 150 deg - Service	19.62	1.11	1.93	170.49	-98.53	-0.03
Dead+Wind 180 deg - Service	19.62	0.00	2.22	196.60	-0.54	-0.03
Dead+Wind 210 deg - Service	19.62	-1.11	1.92	170.02	97.58	-0.02
Dead+Wind 240 deg - Service	19.62	-1.92	1.11	97.88	169.52	-0.00
Dead+Wind 270 deg - Service	19.62	-2.22	-0.00	-0.51	196.03	0.02
Dead+Wind 300 deg - Service	19.62	-1.92	-1.11	-98.77	169.99	0.03
Dead+Wind 330 deg - Service	19.62	-1.11	-1.93	-170.57	98.38	0.03

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	9 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Solution Summary

Load Comb.	Sum of Applied Forces			Sum of Reactions			% Error
	PX K	PY K	PZ K	PX K	PY K	PZ K	
1	0.00	-19.62	0.00	0.00	19.62	0.00	0.000%
2	-0.01	-23.55	-8.67	0.01	23.55	8.67	0.000%
3	-0.01	-17.66	-8.67	0.01	17.66	8.67	0.000%
4	4.32	-23.55	-7.50	-4.32	23.55	7.50	0.000%
5	4.32	-17.66	-7.50	-4.32	17.66	7.50	0.000%
6	7.49	-23.55	-4.32	-7.49	23.55	4.32	0.000%
7	7.49	-17.66	-4.32	-7.49	17.66	4.32	0.000%
8	8.65	-23.55	0.01	-8.65	23.55	-0.01	0.000%
9	8.65	-17.66	0.01	-8.65	17.66	-0.01	0.000%
10	7.50	-23.55	4.35	-7.50	23.55	-4.35	0.000%
11	7.50	-17.66	4.35	-7.50	17.66	-4.35	0.000%
12	4.34	-23.55	7.52	-4.34	23.55	-7.52	0.000%
13	4.34	-17.66	7.52	-4.34	17.66	-7.52	0.000%
14	0.01	-23.55	8.67	-0.01	23.55	-8.67	0.000%
15	0.01	-17.66	8.67	-0.01	17.66	-8.67	0.000%
16	-4.32	-23.55	7.50	4.32	23.55	-7.50	0.000%
17	-4.32	-17.66	7.50	4.32	17.66	-7.50	0.000%
18	-7.49	-23.55	4.32	7.49	23.55	-4.32	0.000%
19	-7.49	-17.66	4.32	7.49	17.66	-4.32	0.000%
20	-8.65	-23.55	-0.01	8.65	23.55	0.01	0.000%
21	-8.65	-17.66	-0.01	8.65	17.66	0.01	0.000%
22	-7.50	-23.55	-4.35	7.50	23.55	4.35	0.000%
23	-7.50	-17.66	-4.35	7.50	17.66	4.35	0.000%
24	-4.34	-23.55	-7.52	4.34	23.55	7.52	0.000%
25	-4.34	-17.66	-7.52	4.34	17.66	7.52	0.000%
26	0.00	-33.56	0.00	0.00	33.56	0.00	0.000%
27	-0.00	-33.56	-2.47	0.00	33.56	2.47	0.000%
28	1.23	-33.56	-2.14	-1.23	33.56	2.14	0.000%
29	2.14	-33.56	-1.23	-2.14	33.56	1.23	0.000%
30	2.47	-33.56	0.00	-2.47	33.56	-0.00	0.000%
31	2.14	-33.56	1.24	-2.14	33.56	-1.24	0.000%
32	1.24	-33.56	2.14	-1.24	33.56	-2.14	0.000%
33	0.00	-33.56	2.47	-0.00	33.56	-2.47	0.000%
34	-1.23	-33.56	2.14	1.23	33.56	-2.14	0.000%
35	-2.14	-33.56	1.23	2.14	33.56	-1.23	0.000%
36	-2.47	-33.56	-0.00	2.47	33.56	0.00	0.000%
37	-2.14	-33.56	-1.24	2.14	33.56	1.24	0.000%
38	-1.24	-33.56	-2.14	1.24	33.56	2.14	0.000%
39	-0.00	-19.62	-2.22	0.00	19.62	2.22	0.000%
40	1.11	-19.62	-1.92	-1.11	19.62	1.92	0.000%
41	1.92	-19.62	-1.11	-1.92	19.62	1.11	0.000%
42	2.22	-19.62	0.00	-2.22	19.62	-0.00	0.000%
43	1.92	-19.62	1.11	-1.92	19.62	-1.11	0.000%
44	1.11	-19.62	1.93	-1.11	19.62	-1.93	0.000%
45	0.00	-19.62	2.22	-0.00	19.62	-2.22	0.000%
46	-1.11	-19.62	1.92	1.11	19.62	-1.92	0.000%
47	-1.92	-19.62	1.11	1.92	19.62	-1.11	0.000%
48	-2.22	-19.62	-0.00	2.22	19.62	0.00	0.000%
49	-1.92	-19.62	-1.11	1.92	19.62	1.11	0.000%
50	-1.11	-19.62	-1.93	1.11	19.62	1.93	0.000%

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	10 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Non-Linear Convergence Results

Load Combination	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	4	0.00000001	0.00000001
2	Yes	4	0.00000001	0.00013432
3	Yes	4	0.00000001	0.00007754
4	Yes	5	0.00000001	0.00013782
5	Yes	5	0.00000001	0.00007086
6	Yes	5	0.00000001	0.00013653
7	Yes	5	0.00000001	0.00007018
8	Yes	4	0.00000001	0.00011668
9	Yes	4	0.00000001	0.00006150
10	Yes	5	0.00000001	0.00013680
11	Yes	5	0.00000001	0.00007026
12	Yes	5	0.00000001	0.00014102
13	Yes	5	0.00000001	0.00007251
14	Yes	4	0.00000001	0.00015963
15	Yes	4	0.00000001	0.00009844
16	Yes	5	0.00000001	0.00013547
17	Yes	5	0.00000001	0.00006963
18	Yes	5	0.00000001	0.00013635
19	Yes	5	0.00000001	0.00007012
20	Yes	4	0.00000001	0.00013366
21	Yes	4	0.00000001	0.00007673
22	Yes	5	0.00000001	0.00014046
23	Yes	5	0.00000001	0.00007223
24	Yes	5	0.00000001	0.00013665
25	Yes	5	0.00000001	0.00007017
26	Yes	4	0.00000001	0.00000001
27	Yes	5	0.00000001	0.00013263
28	Yes	5	0.00000001	0.00013904
29	Yes	5	0.00000001	0.00013897
30	Yes	5	0.00000001	0.00013257
31	Yes	5	0.00000001	0.00013907
32	Yes	5	0.00000001	0.00013904
33	Yes	5	0.00000001	0.00013221
34	Yes	5	0.00000001	0.00013815
35	Yes	5	0.00000001	0.00013801
36	Yes	5	0.00000001	0.00013183
37	Yes	5	0.00000001	0.00013869
38	Yes	5	0.00000001	0.00013892
39	Yes	4	0.00000001	0.00002113
40	Yes	4	0.00000001	0.00006813
41	Yes	4	0.00000001	0.00006673
42	Yes	4	0.00000001	0.00002058
43	Yes	4	0.00000001	0.00006566
44	Yes	4	0.00000001	0.00007044
45	Yes	4	0.00000001	0.00002128
46	Yes	4	0.00000001	0.00006538
47	Yes	4	0.00000001	0.00006649
48	Yes	4	0.00000001	0.00002065
49	Yes	4	0.00000001	0.00006987
50	Yes	4	0.00000001	0.00006538

Maximum Tower Deflections - Service Wind

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	11 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	130 - 90	8.958	50	0.5066	0.0004
L2	90 - 60	4.923	50	0.4186	0.0002
L3	60 - 30	2.492	50	0.3461	0.0001
L4	30 - 0	0.705	50	0.2110	0.0001

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
125.00	HBXX-6516DS-A2M w/ Mount Pipe	50	8.429	0.4954	0.0003	127958

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	130 - 90	35.173	24	1.9896	0.0015
L2	90 - 60	19.332	24	1.6442	0.0006
L3	60 - 30	9.785	24	1.3593	0.0004
L4	30 - 0	2.769	24	0.8285	0.0002

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
125.00	HBXX-6516DS-A2M w/ Mount Pipe	24	33.096	1.9454	0.0014	32673

Compression Checks

Pole Design Data

Section No.	Elevation ft	Size	L ft	L _u ft	Kl/r	A in ²	P _u K	φP _u K	Ratio P _u / φP _u
L1	130 - 90 (1)	P24x.375	40.00	0.00	0.0	27.8325	-7.18	876.73	0.008
L2	90 - 60 (2)	P36x.375	30.00	0.00	0.0	41.9697	-12.58	1490.10	0.008
L3	60 - 30 (3)	P36x.375	30.00	0.00	0.0	41.9697	-18.03	1490.10	0.012
L4	30 - 0 (4)	P36x.375	30.00	0.00	0.0	41.9697	-23.54	1490.10	0.016

tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: (919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	12 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
-------------	-----------------	------	---------	-------------	--------	-------------	------------	-----------------	---------------------------------

Pole Bending Design Data

Section No.	Elevation ft	Size	M_{ux} kip-ft	ϕM_{ux} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	M_{uy} kip-ft	ϕM_{uy} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
L1	130 - 90 (1)	P24x.375	142.49	538.74	0.264	0.00	538.74	0.000
L2	90 - 60 (2)	P36x.375	310.50	1338.81	0.232	0.00	1338.81	0.000
L3	60 - 30 (3)	P36x.375	524.56	1338.81	0.392	0.00	1338.81	0.000
L4	30 - 0 (4)	P36x.375	772.60	1338.81	0.577	0.00	1338.81	0.000

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T_u kip-ft	ϕT_n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	130 - 90 (1)	P24x.375	4.76	263.02	0.018	0.13	546.31	0.000
L2	90 - 60 (2)	P36x.375	6.43	454.19	0.014	0.13	1094.28	0.000
L3	60 - 30 (3)	P36x.375	7.82	454.19	0.017	0.13	1094.28	0.000
L4	30 - 0 (4)	P36x.375	8.69	454.19	0.019	0.13	1094.28	0.000

Pole Interaction Design Data

Section No.	Elevation ft	Ratio $\frac{P_u}{\phi P_n}$	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	Ratio $\frac{M_{uy}}{\phi M_{uy}}$	Ratio $\frac{V_u}{\phi V_n}$	Ratio $\frac{T_u}{\phi T_n}$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	130 - 90 (1)	0.008	0.264	0.000	0.018	0.000	0.273	1.050	4.8.2
L2	90 - 60 (2)	0.008	0.232	0.000	0.014	0.000	0.241	1.050	4.8.2
L3	60 - 30 (3)	0.012	0.392	0.000	0.017	0.000	0.404	1.050	4.8.2
L4	30 - 0 (4)	0.016	0.577	0.000	0.019	0.000	0.593	1.050	4.8.2

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	130 - 90	Pole	P24x.375	1	-7.18	920.56	26.0	Pass
L2	90 - 60	Pole	P36x.375	2	-12.58	1564.60	22.9	Pass
L3	60 - 30	Pole	P36x.375	3	-18.03	1564.60	38.5	Pass
L4	30 - 0	Pole	P36x.375	4	-23.54	1564.60	56.5	Pass

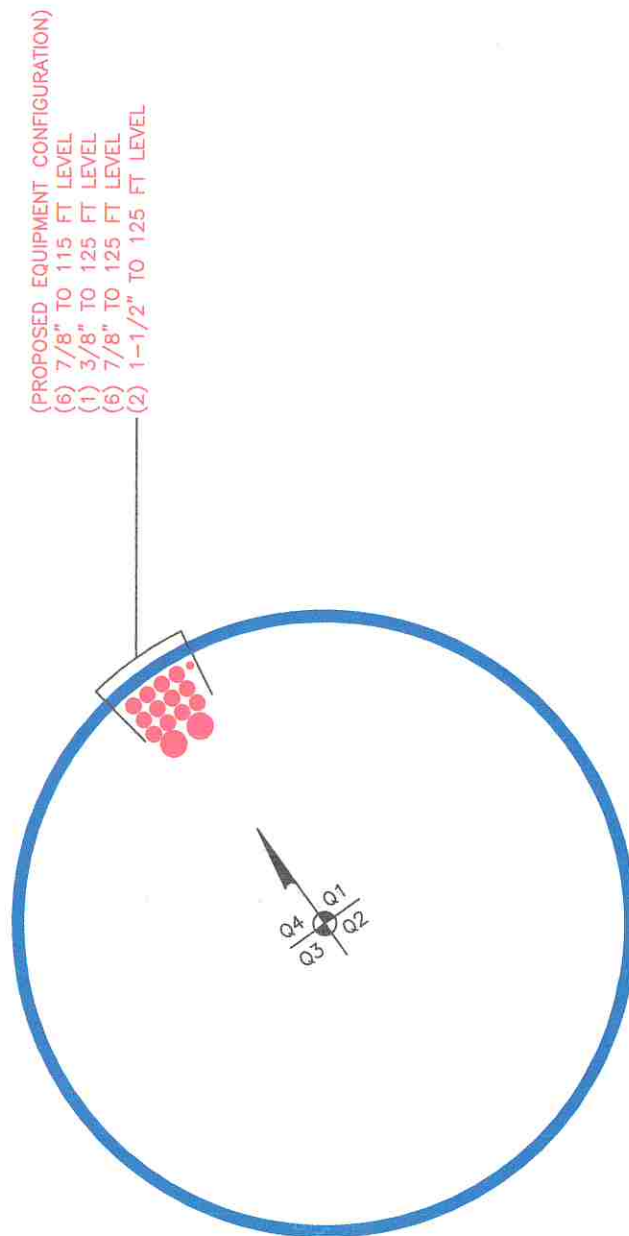
tnxTower Tower Engineering Professionals 326 Tryon Road Raleigh, NC 27603 Phone: (919) 661-6351 FAX: 919) 661-6350	Job	River Point Shopping Cent (BU 827008)	Page	13 of 13
	Project	TEP No. 203915.553238	Date	13:22:19 06/04/21
	Client	Crown Castle	Designed by	jwallace

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
Summary:								
Pole (L4)							56.5	Pass
RATING =							56.5	Pass

130-ft Monopole Tower Structural Modification Analysis Report
TEP Project Number 203915.553238, Order 553136, Revision 2

APPENDIX B

BASE LEVEL DRAWING



130-ft Monopole Tower Structural Modification Analysis Report
TEP Project Number 203915.553238, Order 553136, Revision 2

APPENDIX C

ADDITIONAL CALCULATIONS

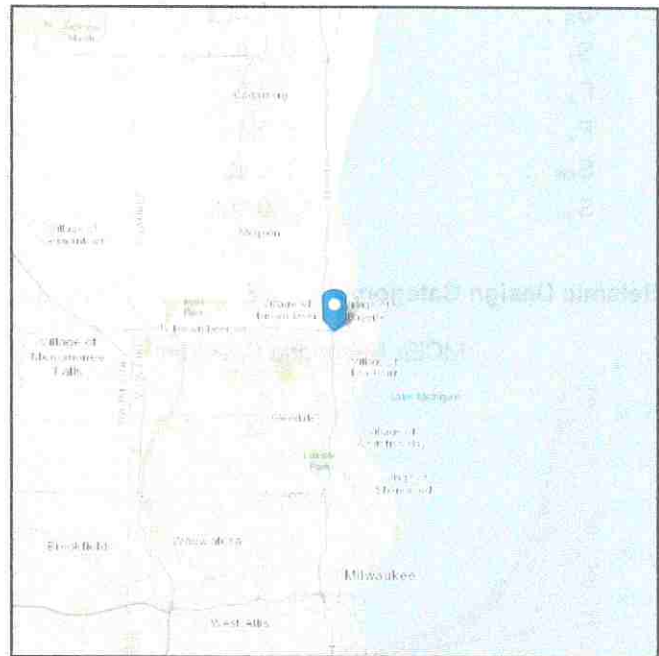
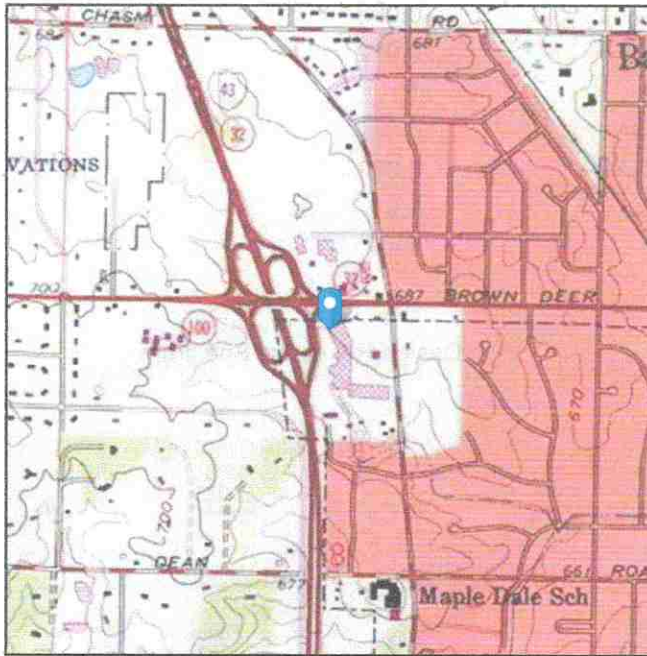


ASCE 7 Hazards Report

Address:
No Address at This
Location

Standard: ASCE/SEI 7-10
Risk Category: II
Soil Class: D - Stiff Soil

Elevation: 685.18 ft (NAVD 88)
Latitude: 43.176008
Longitude: -87.915078



Wind

Results:

Wind Speed:	115 Vmph
10-year MRI	76 Vmph
25-year MRI	84 Vmph
50-year MRI	90 Vmph
100-year MRI	96 Vmph

Date Accessed: 4/12/2021
ASCE/SEI 7-10 Fig. 26.5-1A and Figs. CC-1–CC-4, and Section 26.5.2, incorporating errata of March 12, 2014

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2.

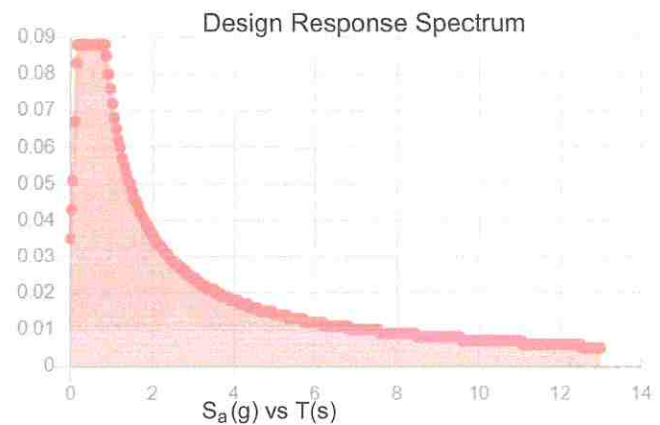
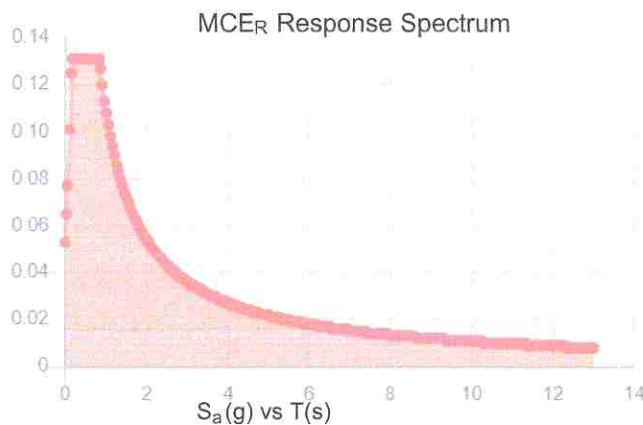


Site Soil Class: D - Stiff Soil

Results:

S_S :	0.082	S_{DS} :	0.088
S_1 :	0.045	S_{D1} :	0.072
F_a :	1.6	T_L :	12
F_v :	2.4	PGA :	0.039
S_{MS} :	0.131	PGA_M :	0.062
S_{M1} :	0.108	F_{PGA} :	1.6
		I_e :	1

Seismic Design Category B



Data Accessed:

Mon Apr 12 2021

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.



Ice

Results:

Ice Thickness: 0.75 in.
Concurrent Temperature: -5 F
Gust Speed: 40 mph

Data Source: Standard ASCE/SEI 7-10, Figs. 10-2 through 10-8

Date Accessed: Mon Apr 12 2021

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 50-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

Monopole Flange Plate Connection

Elevation = 90 ft.

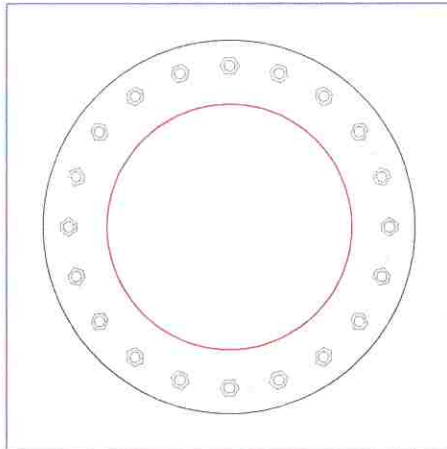


BU #	827008
Site Name	ver Point Shopping Ce
Order #	553136 Rev. 2
TIA-222 Revision	H

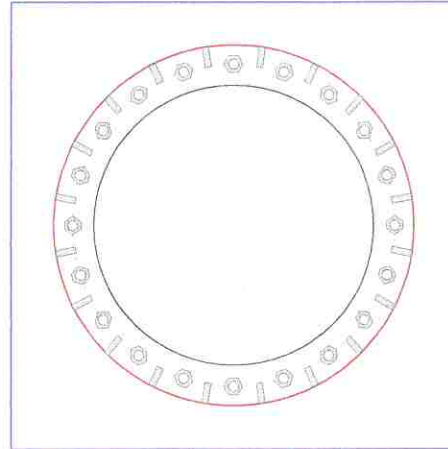
Applied Loads	
Moment (kip-ft)	142.49
Axial Force (kips)	7.18
Shear Force (kips)	4.76

*TIA-222-H Section 15.5 Applied

Top Plate - External



Bottom Plate - Internal



Connection Properties

Bolt Data

(20) 1" ϕ bolts (A325 N; Fy=92 ksi, Fu=120 ksi) on 31.5" BC

Top Plate Data

36.5" OD x 2" Plate (A572-50; Fy=50 ksi, Fu=65 ksi)

Top Stiffener Data

N/A

Top Pole Data

24" x 0.375" round pole (A53-B-35; Fy=35 ksi, Fu=60 ksi)

Bottom Plate Data

27.375" ID x 1.25" Plate (A36; Fy=36 ksi, Fu=58 ksi)

Bottom Stiffener Data

(20) 3.5"H x 2"W x 0.625"T, Notch: 0.5"
plate: Fy= 36 ksi ; weld: Fy= 70 ksi
horiz. weld: 0.375" fillet
vert. weld: 0.375" fillet

Bottom Pole Data

36" x 0.375" round pole (A53-B-42; Fy=42 ksi, Fu=63 ksi)

Analysis Results

Bolt Capacity

Max Load (kips)	10.49
Allowable (kips)	54.54
Stress Rating:	18.3% Pass

Top Plate Capacity

Max Stress (ksi):	5.86	(Flexural)
Allowable Stress (ksi):	45.00	
Stress Rating:	12.4%	Pass
Tension Side Stress Rating:	8.6%	Pass

Top Stiffener Capacity

Horizontal Weld:	N/A
Vertical Weld:	N/A
Plate Flexure+Shear:	N/A
Plate Tension+Shear:	N/A
Plate Compression:	N/A

Top Pole Capacity

Punching Shear:	N/A
-----------------	-----

Bottom Plate Capacity

Max Stress (ksi):	6.41	(Roark's Flexural)
Allowable Stress (ksi):	32.40	
Stress Rating:	18.8%	Pass
Tension Side Stress Rating:	N/A	

Bottom Stiffener Capacity

Horizontal Weld:	12.8%	Pass
Vertical Weld:	7.7%	Pass
Plate Flexure+Shear:	4.8%	Pass
Plate Tension+Shear:	9.9%	Pass
Plate Compression:	14.0%	Pass

Bottom Pole Capacity

Punching Shear:	4.6%	Pass
-----------------	------	---

Monopole Flange Plate Connection

Elevation = 60 ft.



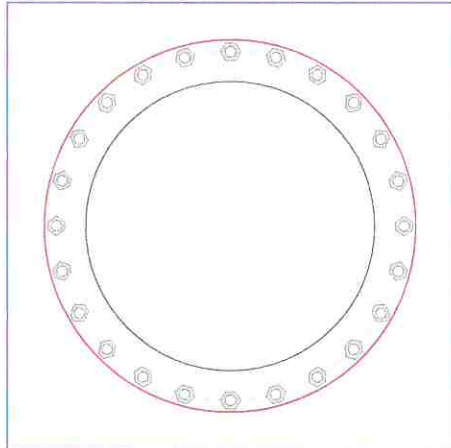
BU #	827008
Site Name	ver Point Shopping Ce
Order #	553136 Rev. 2

TIA-222 Revision	H
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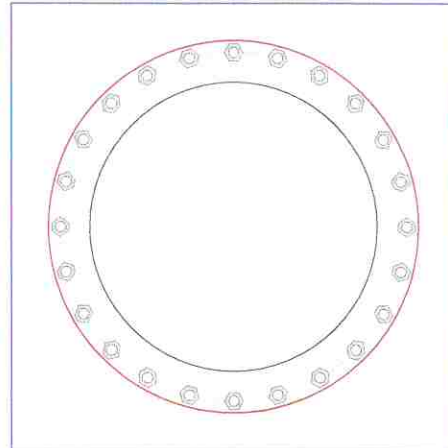
Applied Loads	
Moment (kip-ft)	310.50
Axial Force (kips)	12.58
Shear Force (kips)	6.43

*TIA-222-H Section 15.5 Applied

Top Plate - Internal



Bottom Plate - Internal



Connection Properties

Bolt Data

(24) 1" ϕ bolts (A325 N; Fy=92 ksi, Fu=120 ksi) on 33" BC

Top Plate Data

27.375" ID x 1.25" Plate (A36; Fy=36 ksi, Fu=58 ksi)

Top Stiffener Data

N/A

Top Pole Data

36" x 0.375" round pole (A53-B-42; Fy=42 ksi, Fu=63 ksi)

Bottom Plate Data

27.375" ID x 1.25" Plate (A36; Fy=36 ksi, Fu=58 ksi)

Bottom Stiffener Data

N/A

Bottom Pole Data

36" x 0.375" round pole (A53-B-42; Fy=42 ksi, Fu=63 ksi)

Analysis Results

Bolt Capacity

Max Load (kips)	18.29
Allowable (kips)	54.54
Stress Rating:	31.9% Pass

Top Plate Capacity

Max Stress (ksi):	-
Allowable Stress (ksi):	-
Stress Rating:	Pirol OK
Tension Side Stress Rating:	Pirol OK

Bottom Plate Capacity

Max Stress (ksi):	-
Allowable Stress (ksi):	-
Stress Rating:	Pirol OK
Tension Side Stress Rating:	Pirol OK

Monopole Flange Plate Connection

Elevation = 30 ft.



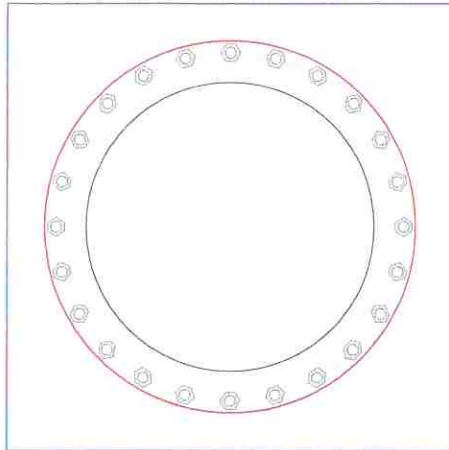
BU #	827008
Site Name	ver Point Shopping Ce
Order #	553136 Rev. 2

TIA-222 Revision	H
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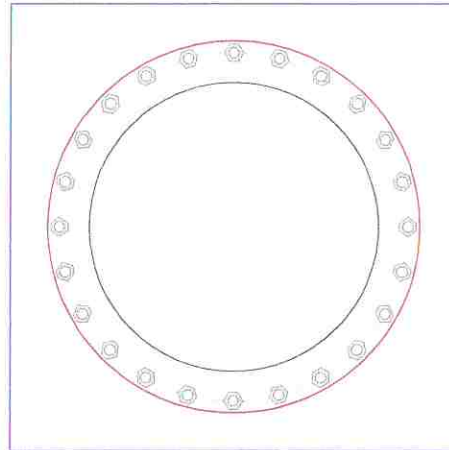
Applied Loads	
Moment (kip-ft)	524.56
Axial Force (kips)	18.03
Shear Force (kips)	7.82

*TIA-222-H Section 15.5 Applied

Top Plate - Internal



Bottom Plate - Internal



Connection Properties

Bolt Data

(24) 1" ϕ bolts (A325 N; Fy=92 ksi, Fu=120 ksi) on 33" BC

Top Plate Data

27.375" ID x 1.25" Plate (A36; Fy=36 ksi, Fu=58 ksi)

Top Stiffener Data

N/A

Top Pole Data

36" x 0.375" round pole (A53-B-42; Fy=42 ksi, Fu=63 ksi)

Bottom Plate Data

27.375" ID x 1.25" Plate (A36; Fy=36 ksi, Fu=58 ksi)

Bottom Stiffener Data

N/A

Bottom Pole Data

36" x 0.375" round pole (A53-B-42; Fy=42 ksi, Fu=63 ksi)

Analysis Results

Bolt Capacity

Max Load (kips)	31.03
Allowable (kips)	54.54
Stress Rating:	54.2% Pass

Top Plate Capacity

Max Stress (ksi):	-
Allowable Stress (ksi):	-
Stress Rating:	Pirol OK
Tension Side Stress Rating:	Pirol OK

Bottom Plate Capacity

Max Stress (ksi):	-
Allowable Stress (ksi):	-
Stress Rating:	Pirol OK
Tension Side Stress Rating:	Pirol OK

Monopole Base Plate Connection

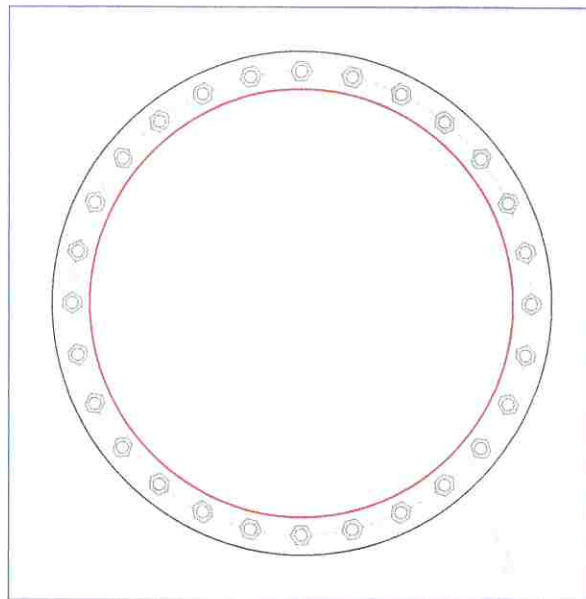


Site Info		
BU #	827008	
Site Name	Ver Point Shopping Ce	
Order #	553136 Rev. 2	

Analysis Considerations		
TIA-222 Revision	H	
Grout Considered:	No	
l_{ar} (in)	1.625	

Applied Loads		
Moment (kip-ft)	772.60	
Axial Force (kips)	23.54	
Shear Force (kips)	8.69	

*TIA-222-H Section 15.5 Applied



Connection Properties		Analysis Results	
Anchor Rod Data		Anchor Rod Summary (units of kips, kip-in)	
(28) 1" ϕ bolts (A687 N; $F_y=105$ ksi, $F_u=125$ ksi) on 39" BC		$Pu_t = 33.11$	$\phi Pn_t = 56.81$ Stress Rating
Base Plate Data		$Vu = 0.31$	$\phi Vn = 36.82$ 55.5%
42.375" OD x 1.25" Plate (A36; $F_y=36$ ksi, $F_u=58$ ksi)		$Mu = 0.33$	$\phi Mn = 15.75$ Pass
Stiffener Data		Base Plate Summary	
N/A		Max Stress (ksi):	-
Pole Data		Allowable Stress (ksi):	-
36" x 0.375" round pole (A53-B-42; $F_y=42$ ksi, $F_u=63$ ksi)		Stress Rating:	Pirol OK

Drilled Pier Foundation

BU #: 827008
Site Name: River Point Shopping Cent
Order Number: 553136 Rev. 2
TIA-222 Revision: H
Tower Type: Monopole



Applied Loads		
	Comp.	Uplift
Moment (kip-ft)	772.6	
Axial Force (kips)	23.54	
Shear Force (kips)	8.69	

Material Properties		
Concrete Strength, f _c	3	ksi
Rebar Strength, F _y	60	ksi
Tie Yield Strength, F _y	60	ksi

Pier Design Data	
Depth	23 ft
Ext. Above Grade	0.5 ft
Pier Section 1	
From 0.5' above grade to 23' below grade	
Pier Diameter	4.5 ft
Rebar Quantity	24
Rebar Size	10
Clear Cover to Ties	3 in
Tie Size	5
Tie Spacing	18 in

Rebar 2, F_y
Override
(ksi)

Rebar 3, F_y
Override
(ksi)

Rebar & Pier Options

Embedded Pole Inputs

Belled Pier Inputs

Analysis Results		
Soil Lateral Check	Compression	Uplift
D _{vsd} (ft from TOC)	8.11	-
Soil Safety Factor	10.12	-
Max Moment (kip-ft)	842.44	-
Rating*	12.5%	-

Soil Vertical Check	Compression	Uplift
Skin Friction (kips)	346.97	-
End Bearing (kips)	319.20	-
Weight of Concrete (kips)	67.28	-
Total Capacity (kips)	666.17	-
Axial (kips)	90.82	-
Rating*	13.0%	-

Reinforced Concrete Flexure	Compression	Uplift
Critical Depth (ft from TOC)	8.13	-
Critical Moment (kip-ft)	842.43	-
Critical Moment Capacity	2744.38	-
Rating*	29.2%	-

Reinforced Concrete Shear	Compression	Uplift
Critical Depth (ft from TOC)	19.54	-
Critical Shear (kip)	56.32	-
Critical Shear Capacity	353.02	-
Rating*	15.2%	-

Shear-Friction Methodology is Applied.

Structural Foundation Rating*	29.2%
Soil Interaction Rating*	13.0%

*Rating per TIA-222-H Section 15.5

Check Limitation	
Apply TIA-222-H Section 15.5:	☒
N/A	☐
Additional Longitudinal Rebar	
Input Effective Depths (else Actual):	☐
Shear Design Options	
Check Shear along Depth of Pier:	☒
Utilize Shear-Friction Methodology:	☒
Override Critical Depth:	☐

[Go to Soil Calculations](#)

Soil Profile															
Groundwater Depth		N/A		# of Layers		2									
Layer	Top (ft)	Bottom (ft)	Thickness (ft)	V _{soil} (pcf)	V _{concrete} (pcf)	Cohesion (ksf)	Angle of Friction (degrees)	Calculated Ultimate Skin Friction Comp (ksf)	Calculated Ultimate Skin Friction Uplift (ksf)	Ultimate Skin Friction Comp Override (ksf)	Ultimate Skin Friction Uplift Override (ksf)	Ult. Net Bearing Capacity (ksf)	SPT Blow Count	Soil Type	
1	0	7	7	120	150	0		0.000	0.000	0.00	0.00			Cohesionless	
2	7	23	16	120	150	4		2.045	2.045			24		Cohesive	

130-ft Monopole Tower Structural Modification Analysis Report
TEP Project Number 203915.553238, Order 553136, Revision 2

June 11, 2021
CCI BU No 827008
Page 8

APPENDIX D

STRUCTURAL DESIGN DRAWINGS

STRUCTURAL DESIGN DRAWINGS

SITE NAME:

RIVER POINT SHOPPING CENT

CROWN CASTLE BU NUMBER:

827008

SITE ADDRESS:

8615 N PORT WASHINGTON RD
FOX POINT, WI 53217
(MILWAUKEE COUNTY)
N 43°10'33.63", W 87°54'54.28"

HOT WORK INCLUDED

NA	BASE GRINDING ONLY
NA	BASE WELDING (AND GRINDING)
NA	AERIAL GRINDING ONLY
NA	AERIAL WELDING (AND GRINDING)

MODIFICATION PROVISIONS

THE MODIFICATIONS DEPICTED ON THESE DRAWINGS ARE BASED ON
THE RECOMMENDATIONS OUTLINED IN THE STRUCTURAL MODIFICATION
ANALYSIS REPORT COMPLETED BY TEP, JOB NO.: 203915.553238
DATED JUNE 11, 2021 (REV 0)

ATTENTION ALL CONTRACTORS, ANYTIME YOU ACCESS A CROWN SITE FOR ANY REASON YOU ARE TO CALL THE CROWN NOC UPON ARRIVAL AND DEPARTURE, DAILY AT 800-788-7011

QUALIFIED ENGINEERING SERVICES ARE AVAILABLE FROM TEP TO ASSIST CONTRACTORS IN CLASS IV RIGGING PLAN REVIEWS. FOR REQUESTED QUALIFIED ENGINEERING SERVICES, CONTACT TEP FOR QUOTE AT RIGGING@TEPGROUP.NET

INDEX OF SHEETS

[illegible]

PROJECT INFORMATION

TOWER HEIGHT:	130-FT
TOWER MANUFACTURER:	PIROD
	CCI DOCUMENT: 3499150

WORK ORDER NO.: 1975361
ORDER NO.: 553135 REV. 2

DESIGN BUILDING CODE: 2015 INTERNATIONAL BUILDING CODE
DESIGN STANDARD: TIA-222-H

SAFETY CLIMB: 'LOOK UP'



THE INTEGRITY OF THE WIRE ROPE SAFETY CLIMB SYSTEM SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER REINFORCEMENTS AND EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF ANY WIRE ROPE SAFETY CLIMB ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTION WEAR, OR IMPACT TO THE ANCHORAGE POINT IN ANY WAY. ANY COMPROMISED SAFETY CLIMB MUST BE REPORTED TO YOUR CROWN POC FOR RESOLUTION, INCLUDING EXISTING CONDITIONS.

PROJECT TEAM

CCI MODIFICATION PROJECT MANAGER:

NAME	CROWN CASTLE
CONTACT	HUBERT LYKINS
PHONE	(724) 743-6362
EMAIL	HUBERT.LYKINS@CROWNCASTLE.COM

ENGINEERING FIRM PROJECT MANAGER:

NAME	TOWER ENGINEERING PROFESSIONALS, INC.
CONTACT	JARRED WALLACE, P.E.
PHONE	(919) 661-6351
EMAIL	CMRF@TEPGROUP.NET

PLANS PREPARED FOR:

CROWN CASTLE

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.leppgroup.net

SEQ:



June 11, 2021

0	06-11-21	MODIFICATION DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY: JLN	CHECKED BY: RKE
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SHEET TITLE:

TITLE SHEET

SHEET NUMBER: T-1	REVISION: 0
TEP#: 2039 5.553232	

CED-FRM-10354 MI CHECKLIST

REQUIRED	REPORT ITEM	APPLICABLE CROWN DOC #	BRIEF DESCRIPTION
PRE-CONSTRUCTION			
X	MI CHECKLIST DRAWING	CED-SOW-10007	THIS CHECKLIST SERVES AS A GUIDELINE FOR THE REQUIRED CONSTRUCTION DOCUMENTS AND INSPECTIONS FOR THIS MODIFICATION.
X	EOR APPROVED SHOP DRAWINGS	CED-SOW-10007	ONCE THE PRE-MODIFICATION MAPPING IS COMPLETE AND PRIOR TO FABRICATION, THE CONTRACTOR SHALL PROVIDE DETAILED ASSEMBLY DRAWINGS AND/OR SHOP DRAWINGS. THESE INCLUDE, BUT ARE NOT LIMITED TO, A VISUAL LAYOUT OF NEW REINFORCEMENT, EXISTING REINFORCEMENT CONFIGURATION, PORTHOLES, MOUNTS, STEP PEGS, SAFETY CLIMBS AND ANY OTHER MISCELLANEOUS ITEMS WHICH MAY AFFECT SUCCESSFUL INSTALLATION OF MODIFICATIONS ON THE TOWER. THESE DRAWINGS SHALL BE SUBMITTED TO THE EOR FOR APPROVAL. SHOP DRAWING SUBMISSION SHALL INCLUDE THE EOR RFI FORM DETAILING ANY CHANGES FROM THE ORIGINAL DESIGN.
X	FABRICATION INSPECTION	CED-SOW-10007	A LETTER FROM THE FABRICATOR, STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THE CONTRACT DOCUMENTS, SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	FABRICATOR CERTIFIED WELD INSPECTION	CED-SOW-10007 CED-STD-10069	A CW SHALL INSPECT ALL WELDING PERFORMED ON STRUCTURAL MEMBERS DURING FABRICATION. A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	MATERIAL TEST REPORTS (MTR)	CED-SOW-10007	MATERIAL TEST REPORTS SHALL BE PROVIDED FOR MATERIAL USED AS REQUIRED PER SECTION 9.2.3 OF CED-SOW-10007. MTRS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	FABRICATOR NDE INSPECTION REPORT	CED-SOW-10066 CED-STD-10069	CRITICAL SHOP WELDS THAT REQUIRE TESTING ARE NOTED ON THESE CONTRACT DRAWINGS. A CERTIFIED NDE INSPECTOR SHALL PERFORM NON-DESTRUCTIVE EXAMINATION AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	NDE OF MONOPOLE BASE PLATE	ENG-SOW-10033	A NDE OF THE POLE TO BASE PLATE CONNECTION IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
X	PACKING SLIPS	CED-SOW-10007	PACKING/SHIPPING LIST FOR ALL MATERIAL USED DURING CONSTRUCTION OF THE MODIFICATION.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			
CONSTRUCTION			
NA	FOUNDATION INSPECTIONS	CED-SOW-10144	A VISUAL OBSERVATION OF THE EXCAVATION AND REBAR SHALL BE PERFORMED BEFORE PLACING THE CONCRETE. A VISUAL OBSERVATION OF THE REBAR SHALL BE PERFORMED BEFORE PLACING THE EPOXY. A SEALED WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	CONCRETE COMP. STRENGTH AND SLUMP TESTS	CED-SOW-10144	THE CONCRETE MIX DESIGN, SLUMP TEST, AND COMPRESSIVE STRENGTH TESTS SHALL BE PROVIDED AS PART OF THE FOUNDATION REPORT.
NA	EARTHWORK	CED-SOW-10144	FOUNDATION SUB-GRADES SHALL BE INSPECTED AND APPROVED BY AN APPROVED FOUNDATION INSPECTOR AND RESULTS INCLUDED AS PART OF THE FOUNDATION REPORT.
NA	MICROPILE/ROCK ANCHOR	CED-SOW-10144	MICROPILES/ROCK ANCHORS SHALL BE INSPECTED BY THE FOUNDATION INSPECTION VENDOR AND SHALL BE INCLUDED AS PART OF THE FOUNDATION INSPECTION REPORT. ADDITIONAL TESTING AND/OR INSPECTION REQUIREMENTS ARE NOTED IN THESE CONTRACT DOCUMENTS.
NA	POST-INSTALLED ANCHOR ROD VERIFICATION	CED-SOW-10007	POST-INSTALLED ANCHOR ROD VERIFICATION SHALL BE PERFORMED IN ACCORDANCE WITH CROWN REQUIREMENTS AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	BASE PLATE GROUT VERIFICATION	ENG-STD-100323	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR THAT CERTIFIES THAT THE GROUT WAS REMOVED AND/OR INSTALLED IN ACCORDANCE WITH CROWN REQUIREMENTS FOR INCLUSION IN THE MI REPORT.
NA	FIELD CERTIFIED WELD INSPECTION	CED-SOW-10066 CED-STD-10069	A CROWN APPROVED CERTIFIED WELD INSPECTOR SHALL INSPECT AND TEST FIELD WELDS, FOLLOWING ALL PROCEDURES SPECIFIED IN CROWN STANDARD DOCUMENTS APPLICABLE TO WELD INSPECTIONS. A REPORT SHALL BE PROVIDED. NDE OF FIELD WELDS SHALL BE PERFORMED AS REQUIRED BY CROWN STANDARDS AND CONTRACT DOCUMENTS. THE NDE REPORT SHALL BE INCLUDED IN THE CW REPORT.
X	ON-SITE COLD GALVANIZING VERIFICATION	ENG-STD-10149	THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN AND PHOTOGRAPHIC DOCUMENTATION TO THE MI INSPECTOR VERIFYING THAT ANY ON-SITE COLD GALVANIZING WAS APPLIED PER MANUFACTURER SPECIFICATIONS AND APPLICABLE STANDARDS.
NA	TENSION TWIST AND PLUMB	CED-PRC-10182 CED-STD-10281	THE GENERAL CONTRACTOR SHALL PROVIDE A REPORT IN ACCORDANCE WITH APPLICABLE STANDARDS DOCUMENTING TENSION TWIST AND PLUMB.
X	GC AS-BUILT DOCUMENTS	CED-SOW-10007	THE GENERAL CONTRACTOR SHALL SUBMIT A LEGIBLE COPY OF THE ORIGINAL DESIGN DRAWINGS EITHER STATING "INSTALLED AS DESIGNED" OR NOTING ANY CHANGES THAT WERE REQUIRED AND APPROVED BY THE ENGINEER OF RECORD. EOR/RFI FORMS APPROVING ALL CHANGES SHALL BE SUBMITTED.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			
POST-CONSTRUCTION			
X	CONSTRUCTION COMPLIANCE LETTER	CED-SOW-10007	A LETTER FROM THE GENERAL CONTRACTOR STATING THAT THE WORKMANSHIP WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THESE CONTRACT DRAWINGS, INCLUDING LISTING ADDITIONAL PARTIES TO THE MODIFICATION PROCESS.
NA	POST-INSTALLED ANCHOR ROD PULL TESTS	CED-PRC-10119	POST-INSTALLED ANCHOR RODS SHALL BE TESTED BY A CROWN APPROVED PULL TEST INSPECTOR AND A REPORT SHALL BE PROVIDED INDICATING TESTING RESULTS.
X	PHOTOGRAPHS	CED-SOW-10007	PHOTOGRAPHS SHALL BE SUBMITTED TO THE MI. PHOTOS SHALL DOCUMENT ALL PHASES OF THE CONSTRUCTION. THE PHOTOS SHALL BE ORGANIZED IN A MANNER THAT EASILY IDENTIFIES THE EXACT LOCATION OF THE PHOTO.
NA	BOLT HOLE INSTALLATION AND VERIFICATION REPORT	CED-SOW-10007	THE MI INSPECTOR SHALL VERIFY THE INSTALLATION AND TIGHTNESS 10% OF ALL NON PRE-TENSIONED BOLTS INSTALLED AS PART OF THE MODIFICATION. THE MI INSPECTOR SHALL LOOSEN THE NUT AND VERIFY THE BOLT HOLE SIZE AND CONDITION. THE MI REPORT SHALL CONTAIN THE COMPLETED BOLT INSTALLATION VERIFICATION REPORT, INCLUDING THE SUPPORTING PHOTOGRAPHS.
X	PUNCH LIST DEVELOPMENT AND CORRECTION DOCUMENTATION	CED-PRC-10283 CED-FRM-10285	FINAL PUNCHLIST INDICATING ALL NONCONFORMANCE(S) IDENTIFIED AND THE FINAL RESOLUTION AND APPROVAL.
X	MI INSPECTOR REDLINE OR RECORD DRAWING(S)	CED-SOW-10007	THE MI INSPECTOR SHALL OBSERVE AND REPORT ANY DISCREPANCIES BETWEEN THE CONTRACTOR'S REDLINE DRAWING AND THE ACTUAL COMPLETED INSTALLATION.
ADDITIONAL TESTING AND INSPECTIONS:			
NA			

THE MI CHECKLIST SHALL BE REVIEWED PRIOR TO THE START OF CONSTRUCTION. ALL PARTIES TO THE MODIFICATION SHALL UNDERSTAND CROWN REQUIREMENTS AND INSPECTION/DOCUMENTATION THAT IS APPLICABLE TO THE SCOPE OF THE WORK THEY ARE PERFORMING. ERRORS ON THE MI CHECKLIST DO NOT ABSOLVE THE GC OR MI INSPECTOR FROM PERFORMING/COLLECTING DOCUMENTATION.

MODIFICATION INSPECTION NOTES:

GENERAL

THE MI IS AN ON-SITE VISUAL AND HANDS-ON INSPECTION OF TOWER MODIFICATIONS INCLUDING A REVIEW OF CONSTRUCTION REPORTS AND ADDITIONAL PERTINENT DOCUMENTATION PROVIDED BY THE GENERAL CONTRACTOR (GC), AS WELL AS ANY INSPECTION DOCUMENTS PROVIDED BY 3RD PARTY INSPECTORS. THE MI IS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY, THE MODIFICATION DRAWINGS IN ACCORDANCE WITH APPLICABLE CROWN STANDARDS AND AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

NO DOCUMENT, CODE OR POLICY CAN ANTICIPATE EVERY SITUATION THAT MAY ARISE. ACCORDINGLY, THIS CHECKLIST IS INTENDED TO SERVE AS A SOURCE OF GUIDING PRINCIPLES IN ESTABLISHING GUIDELINES FOR MODIFICATION INSPECTION.

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF. AND THE MI INSPECTOR DOES NOT TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN (EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES). THE MI INSPECTOR SHALL INSPECT AND NOTE CONFORMANCE/NONCONFORMANCE AND PROVIDE TO THE CROWN POINT OF CONTACT (CROWN POC) FOR EVALUATION.

ALL MTS SHALL BE CONDUCTED BY A CROWN APPROVED MI INSPECTOR, WORKING FOR A CROWN APPROVED MI VENDOR SEE CROWN CED-1ST-10173, "APPROVED MI VENDORS".

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PROJECTAL ORDER (PO) IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, THE GC AND/OR INSPECTOR SHALL CONTACT THE CROWN POINT OF CONTACT (CROWN POC).

REFER TO CROWN CED-SOW-10007, "MODIFICATION INSPECTION SOW", FOR FURTHER DETAILS AND REQUIREMENTS.

SERVICE LEVEL COMMITMENT

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING AN MI REPORT:

- THE GC SHALL PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE TO DISCUSS ANY CONCERNS OR RE-TENSIONING OPERATIONS.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY UNUSUAL SITUATIONS CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MUST CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL LOGISTICS/FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON-SITE.

REQUIRED PHOTOS

BETWEEN THE GC AND THE MI INSPECTOR, THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION / ERECTION AND INSPECTION
 - RAW MATERIALS
 - PHOTOS OF ALL CRITICAL DETAILS
 - FOUNDATION MODIFICATIONS
 - WELD PREPARATION
 - BOLT INSTALLATION
 - FINAL INSTALLED CONDITION
 - SURFACE COATING REPAIRS
 - POST CONSTRUCTION PHOTOGRAPHS
 - FINAL BUILT CONDITION

PHOTOS OF ELEVATED MODIFICATIONS SHALL THEN ONLY FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

THIS IS NOT A COMPLETE LIST OF REQUIRED PHOTOS. FOR A COMPLETE LIST OF PHOTOS SEE CED-SOW-10007.

NOTE:

X DENOTES A DOCUMENT NEEDED FOR THE MI REPORT
NA DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE MI REPORT

PLANS PREPARED FOR:

CROWN CASTLE

PROJECT INFORMATION:

**RIVER POINT
SHOPPING CENT**
BU #: 827008
8615 N PORT WASHINGTON RD
FOX POINT, WI 53217
(MILWAUKEE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE (919) 661-6351
www.tepgroup.net

SEAL:



June 11, 2021

0	GC-11-21	MODIFICATION DRAWINGS
REV	DATE	ISSUED FOR:
DRAWN BY: JLV	CHECKED BY: EKE	

SHEET TITLE:

**MI CHECKLIST
AND NOTES**

SHEET NUMBER:	REVISION:
N-1	0
TEP#: 203915, 5558235	

GENERAL NOTES:

1. The General Contractor (GC) shall reference CED-STD-10159, "Tower Modification Construction Specifications", as a continuation of the following General Notes. The GC shall keep a copy of this document with the Structural Design Drawings (SDD) at all times, and shall ensure that all Contractor personnel are aware of the information enclosed within the General Notes and CED-STD-10159.
2. The Contract Documents are the property of Crown Castle (Crown). They are provided to the GC and its Lower Tier Contractors and material suppliers for the limited purpose of use in completing the Work for this Site, and shall be kept in strict confidence and not disclosed to any third parties. The Contract Documents shall not be used for any other purpose whatsoever without the prior written consent of Crown.
3. Detail drawings, including notes and tables, shall govern over general notes and typical details. Contact the Crown Point of Contact (POC) and Engineer of Record (EOR) for clarification as needed.
4. Do not scale drawings.
5. Any Work performed without a prefabrication mapping is done at the risk of the GC and/or fabricator. All dimensions of existing structural elements are assumed based on the available documentation and are preliminary until field-verified by the GC, unless noted otherwise (UNO). Where discrepancies are found, GC shall contact the Crown POC and EOR through RFI.
6. For this analysis and modification, the tower has been assumed to be in good condition without any structural defects, UNO. If the GC discovers any indication of an existing structural defect, contact the Crown POC and EOR immediately.
7. All construction means and methods, including but not limited to erection plans, rigging plans, climbing plans, and rescue plans, shall be the responsibility of the GC responsible for the execution of the Work contained herein, and shall meet ANSI/ASSE A10.48 (latest edition), federal, state, and local regulations; and any applicable industry consensus standards related to the construction activities being performed. All rigging plans shall adhere to ANSI/ASSE A10.48 (latest edition) and Crown standard CED-STD-10253, "Rigging Program", including the required involvement of a qualified engineer for class IV construction to certify the supporting structure(s) in accordance with the ANSI/TIA-322 (latest edition).
8. The structural integrity of the modification design extends to the complete condition only. The GC must be cognizant that the removal of any structural component of an existing tower has the potential to cause the partial or complete collapse of the structure. All necessary precautions must be taken to ensure structural integrity, including, but not limited to, engineering assessment of construction stresses with installation maximum wind speed and/or temporary bracing and shoring.
9. Aerial and underground utilities and facilities may or may not be shown on the drawings. The GC shall take every precaution to preserve and protect these items, which may include aerial or underground power lines, telephone lines, water lines, sewer lines, cable television facilities, pipelines, structures and other public and private improvements within or adjacent to the work area. The responsibility for determining the actual on-site location of these items shall rest exclusively with the GC.
10. All manufacturer's hardware assembly instructions shall be followed, UNO. Conflicting notes shall be brought to the attention of the EOR and the Crown POC.
11. The GC shall fabricate all required items per the materials specified below, UNO on the detail drawing sheets. If the GC finds for any component that the materials have not been clearly specified the GC shall submit an RFI to the EOR to confirm the required material.

All structural elements shall be new and shall conform to the following requirements, UNO:

Monopoles:
-Structural shapes and plates: ASTM A572 Grade 65 (FY = 65 KSI)
-Welding electrodes, SMAW: E80XX
-Welding electrodes, FCAW: E8XT-XX
-Welding electrodes, GMAW: ER80S-X

Self-Support and Guyed Towers:
-Structural shapes and plates: ASTM A572 Grade 50 (FY = 50 KSI)
-Welding electrodes, SMAW: E70XX
-Welding electrodes, FCAW: E7XT-XX
-Welding electrodes, GMAW: ER70S-X

All tower types:
-Steel angle: ASTM A572 Grade 50 (FY = 50 KSI)
-Solid rod: ASTM A36 (FY = 36 KSI)
-Pipe/tube (round): ASTM A500 Grade C (FY = 46 KSI)
-Pipe/tube (square): ASTM A500 Grade C (FY = 50 KSI)
-Bolts: ASTM F3125 Grade A325 Type 1
-U-bolts: ASTM A307 Grade A, OR SAE J429 Grade 2
-Nuts: ASTM A563 Grade DH
-Washers: ASTM A436 Type 1
-Guy wires: ASTM A475 Grade EHS
-Bridge strand: ASTM A586 Grade 1
12. After fabrication, hot-dip galvanize all steel items, UNO. Galvanize per ASTM A123, ASTM A153/A-53M, OR ASTM A653 G90, as applicable. ASTM A490 bolts shall not be hot-dip galvanized, but shall instead be coated with Magni 565 or EOR approved equivalent, per ASTM F2833.
13. Contractor personnel shall not drill holes in any new or existing structural members, other than those drilled holes shown on structural drawings, without the approval of the EOR.
14. For a list of Crown-approved cold galvanizing compounds, refer to ENG-STD-10149, "Tower Protective Coatings Guidelines".
15. All exposed structural steel as the result of this scope of Work including welds (after final inspection of the weld by the CWI), field drilled holes, and shaft interiors (where accessible), shall be cleaned and two (2) coats cold galvanizing shall be applied by brush in accordance with ENG-STD-10149, "Tower Protective Coatings Guidelines". Photo documentation is required to be submitted to the lift inspector.
16. If removal of existing modifications is required per the modification scope, the GC shall clean and cold galvanize any existing empty bolt holes, UNO. If additional unexpected, oversized, or slotted holes are found, the GC shall contact the EOR and Crown POC for guidance prior to proceeding with the modifications.
17. All Work involving base plate grout scope items or resulting in disturbance of base plate grout shall reference ENG-STD-10325, "Base Plate Grout", and shall follow any Base Plate Grout Removal notes contained herein.
18. All tower grounding affected by the Work shall be repaired or replaced in accordance with OPS-STD-10090, "Tower Grounding", and OPS-BUL-10133, "Grounding Repair Recommendation".
19. If scope of modification requires removal or covering of tower ID tag, the tag must be replaced.
20. Any hardware removed from the existing tower shall be replaced with new hardware of equal size and quality, UNO. No existing fasteners shall be reused.
21. All joints using ASTM A325 or A490 bolts, U-bolts, V-bolts, and threaded rods shall be snug tightened, UNO.
22. A nut locking device shall be installed on all proposed and/or replaced snug tightened ASTM A325 or A490 bolts, U-bolts, V-bolts, and threaded rods.
23. All joints are bearing type connections UNO. If no bolt length is given in the Bill of Materials, the connection may include threads in the shear planes, and the GC is responsible for sizing the length of the bolt.
24. Blind bolts shall be installed per the installation specifications on the corresponding Approved Fastener sheets contained in CED-CAT-10300, "Monopole Standard Drawings and Approved Reinforcement Components".
25. If ASTM A325 or A490 bolts, and/or threaded rods are specified to be pre-tensioned, these shall be installed and tightened to the pretensioned condition according to the requirements of the RCSC Specification for Structural Joints Using ASTM High Strength Bolts.
26. All proposed and/or replaced bolts shall be of sufficient length such that the end of the bolt be at least flush with the face of the nut. It is not permitted for the bolt end to be below the face of the nut after tightening is completed.

PLANS PREPARED FOR:

CROWN CASTLE

PROJECT INFORMATION:

**RIVER POINT
SHOPPING CENT**
BU #: 827008
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(MILWAUKEE COUNTY)

PLANS PREPARED BY:


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326 TRYON ROAD
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OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



June 11, 2021

0	06-11-21	MODIFICATION DRAWINGS
REV	DATE	ISSUED FOR:
DRAWN BY:	AW	CHECKED BY: RCF

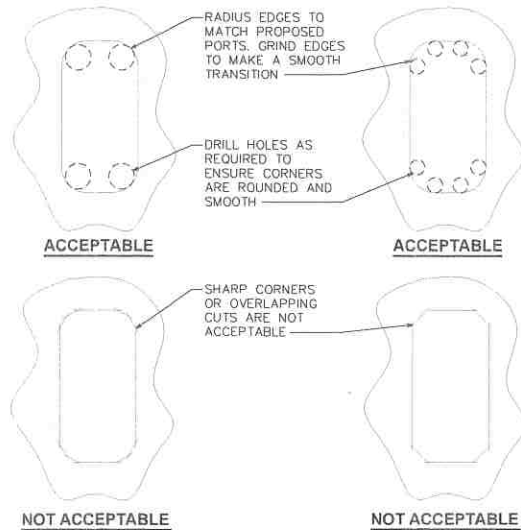
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:	REVISION:
N-2	0
TEP#: 203915-553238	

GUIDELINES FOR PORT HOLE CUTTING:

1. PORT HOLES SHALL BE CUT RADIALLY TO MATCH THE PROFILE OF THE PORT. THE USE OF DRILL HOLES AT THE CORNERS OF THE HOLES ARE RECOMMENDED TO ENSURE CORNERS ARE SMOOTH AND ROUNDED. OVERCUT HOLES CAUSING STRESS RISERS IN THE EXISTING TOWER SHAFT ARE NOT ACCEPTABLE. SEE BELOW FOR ACCEPTABLE METHODS OF CUTTING.
2. CONTRACTOR SHALL TAKE NECESSARY STEPS TO ENSURE EXISTING COAX ARE NOT DAMAGED DURING THE HOLE CUTTING PROCESS. TORCH CUTTING IS PROHIBITED.



PLANS PREPARED FOR:

CROWN CASTLE

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SEAL:



June 11, 2021

0	06-11-21	MODIFICATION DRAWINGS
REV	DATE	ISSUED FOR:

DRAWN BY:	JWJ	CHECKED BY:	RKE
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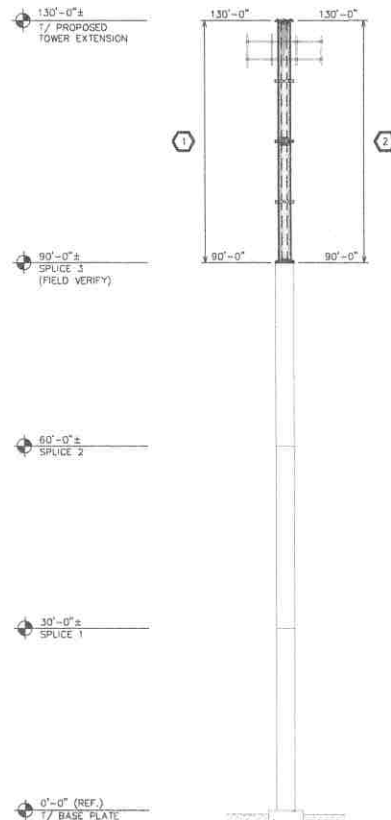
SHEET TITLE:

PROJECT NOTES

SHEET NUMBER:	REVISION:
N-3	0
TEP#: 203915.553238	

MANUFACTURER POLE SPECIFICATIONS								
TAPER:		-						
BASE PLATE STEEL (F _y):		ASTM A36 (36 KSI)						
ANCHOR RODS:		1" ASTM A687						
MANUFACTURER SHAFT SECTION DATA								
SHAFT SECTION	SECTION SHAPE	SECTION LENGTH (FT.)	SECTION THICKNESS (IN.)	SECTION GRADE F _y (KSI)	FLANGE PLATE GRADE F _y (KSI)	LAP SPLICE (IN.)	DIAMETER ACROSS FLATS OR OF ROUND SECTION (IN.)	
							TOP	BOTTOM
1	ROUND	40.00	0.3750	35	36	-	24.000	24.000
2	ROUND	30.00	0.3750	42	36	-	36.000	36.000
3	ROUND	30.00	0.3750	42	36	-	36.000	36.000
4	ROUND	30.00	0.3750	42	-	-	36.000	36.000
NOTE: DIMENSIONS SHOWN DO NOT INCLUDE GALVANIZING TOLERANCES								

NOTE: DIMENSIONS SHOWN DO NOT INCLUDE GALVANIZING TOLERANCES



TOWER ELEVATION

SCALE: 1/8" = 1'-0"

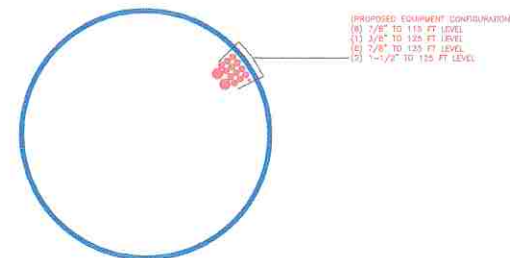
MODIFICATION SCHEDULE			
NO.	MODIFICATION DESCRIPTION	ELEVATION (FT.)	SHEET
1	REMOVE EXISTING CONCEALMENT CANISTERS, EQUIPMENT, AND TOWER SECTION.	90.0-130.0	S-2
2	INSTALL PROPOSED TOWER EXTENSION.	90.0-130.0	S-2 AND S-3
3	PAINT PROPOSED MODIFICATIONS TO MATCH TOWER SHAFT.	-	-
4	CONTRACTOR TO PLUMB TOWER PER SECTION 13.3.3 OF ANSI/TIA-222-H.	-	-
5	CROWN CASTLE WILL CONTRACT WITH A THIRD PARTY VENDOR TO PERFORM THE MODIFICATION INSPECTION. THE CONTRACTOR SHALL COORDINATE THE INSPECTION WITH THE MODIFICATION INSPECTOR AND CROWN CASTLE PROJECT MANAGER. SEE SHEET N-1 FOR DETAILS.	-	-

NOTES:

- PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. LENGTH AND QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY, AND SHALL NOT BE USED FOR FABRICATION.
- FOR PARTS NOT DETAILED WITHIN THE DRAWING AND STARTING WITH "CCL-", SEE THE FOLLOWING CATALOG FOR DETAILS: CCL-CAT-10300, MONOPOLE STANDARD DRAWINGS AND APPROVED REINFORCEMENT COMPONENTS.

NOTE:

BASE LEVEL DRAWING PROVIDED BY CROWN CASTLE.



BASE LEVEL DRAWING

SCALE: N.T.S.

PLANS PREPARED FOR:

CROWN CASTLE

PROJECT INFORMATION:

RIVER POINT SHOPPING CENT
BU #: 827008

8615 N PORT WASHINGTON RD
FOX POINT, WI 53217
(MILWAUKEE COUNTY)

PLANS PREPARED BY:



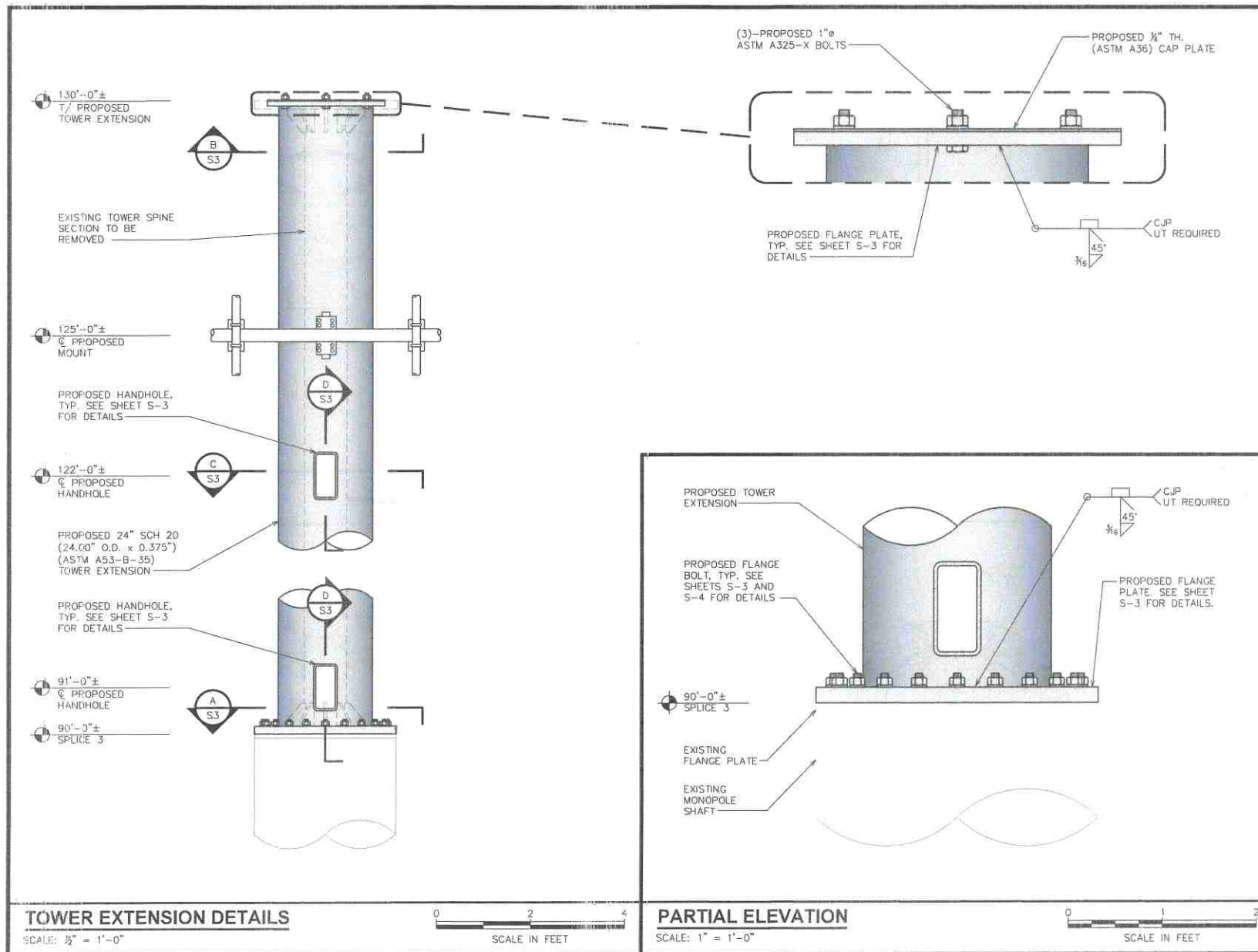
TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



June 11, 2021

0	06-11-21	MODIFICATION DRAWINGS
REV	DATE	ISSUED FOR:
DRAWN BY:	JLW	CHECKED BY: RKE
SHEET TITLE:		
TOWER ELEVATION AND MODIFICATION SCHEDULE		
SHEET NUMBER:	REVISION:	
S-1	0	
TEP#: 203915.553236		



PLANS PREPARED FOR:

CROWN CASTLE

PROJECT INFORMATION:

RIVER POINT SHOPPING CENT
BU #: 827008
8615 N PORT WASHINGTON RD
FOX POINT, WI 53217
(MILWAUKEE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:

SHAWN HOFFMEYER
E-44417-6
WATERLOO
ON
PROFESSIONAL ENGINEER

June 11, 2021

REV	DATE	ISSUED FOR:
0	06-11-21	MODIFICATION DRAWINGS

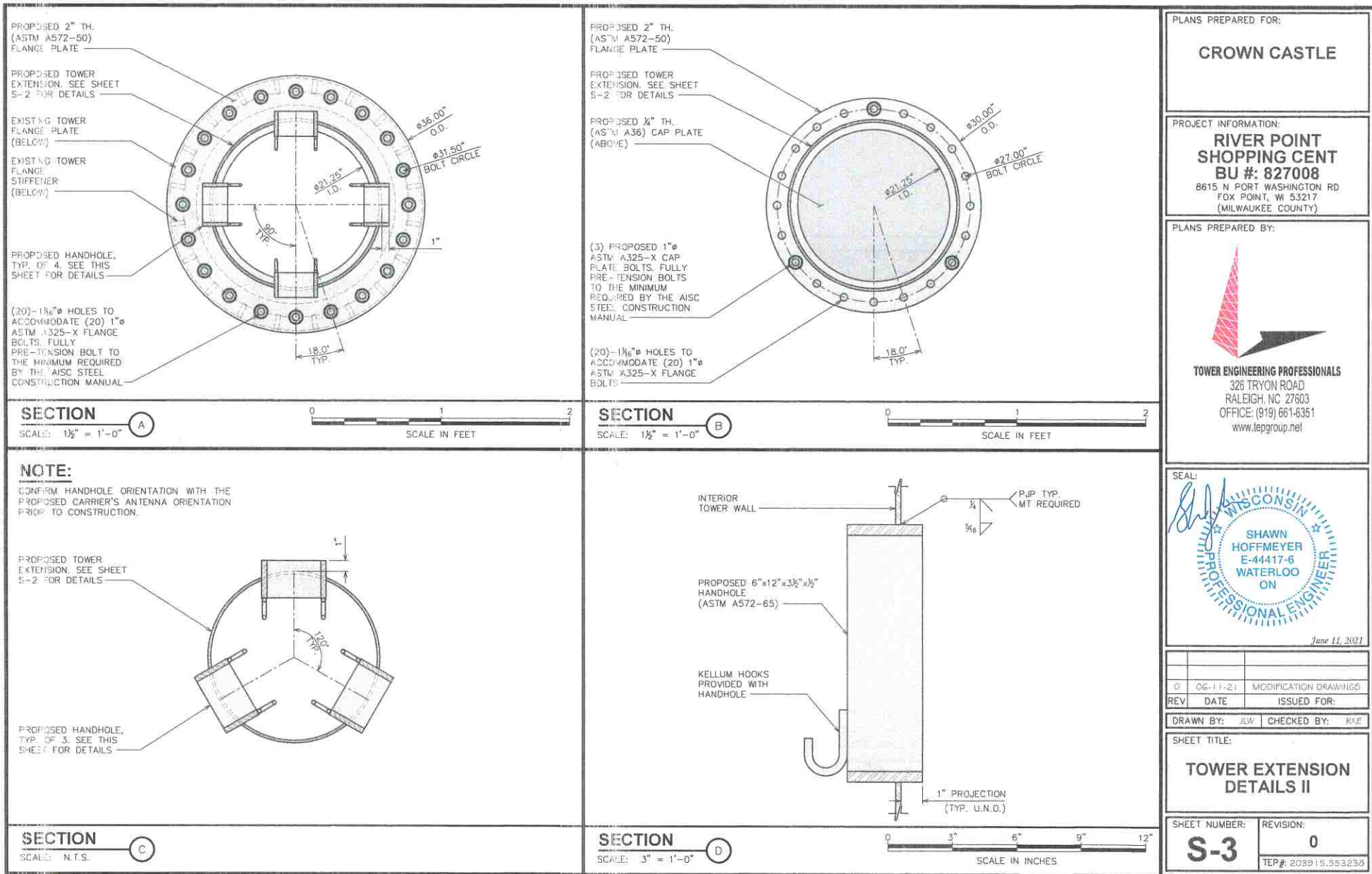
DRAWN BY: JLW CHECKED BY: RKE

SHEET TITLE:

TOWER EXTENSION DETAILS I

SHEET NUMBER: **S-2** REVISION: **0**

TEP #: 203915.553236



T-Mobile

T-MOBILE SITE NUMBER: ML11046B
T-MOBILE SITE NAME: RIVER POINT SHOPPING CENTER
T-MOBILE PROJECT: ANCHOR

BUSINESS UNIT #: 827008
SITE ADDRESS: 8615 N PORT WASHINGTON RD
FOX POINT, WI 53217
COUNTY: MILWAUKEE
SITE TYPE: MONOPOLE TOWER
TOWER HEIGHT: 130'-0"

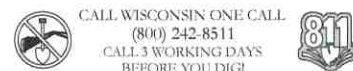
SITE INFORMATION

CROWN CASTLE USA INC. River Point Shopping Cent
SITE NAME:
SITE ADDRESS: 8615 N Port Washington Rd
Fox Point, WI 53217
COUNTY: MILWAUKEE
MAP/PARCEL #: 0538987001
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 43° 10' 33.63"
LONGITUDE: -87° 54' 54.28"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 686'
CURRENT ZONING: COMMERCIAL
JURISDICTION: MILWAUKEE COUNTY
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: IIB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION
PROPERTY OWNER: REDMOND DEVELOPMENT MRED III INC
W228 N745 WESTMOUND DR
WAUKESHA WI 53186
TOWER OWNER: CROWN CASTLE
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
CARRIER/APPLICANT: T-MOBILE
8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631
ELECTRIC PROVIDER: ---
TELCO PROVIDER: ---

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1.2	EXISTING & FINAL EQUIPMENT PLANS
C-2	FINAL ELEVATION & ANTENNA PLANS
C-3	EQUIPMENT DETAILS & COAX COLOR CODING
C-4	EQUIPMENT SPECS
G-1	TYPICAL FINAL GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS
SUPP	EQUIPMENT CABINET SPECIFICATION

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



LOCATION MAP



PROJECT TEAM

A&E FIRM: IRISH TOWER
4603 BERMUDA DRIVE
SUGAR LAND, TX 77479
JACOB.GORALSKI@IRISHTOWER.COM
CROWN CASTLE USA INC. DISTRICT CONTACTS:
20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173
PAUL SLIFER - PROJECT MANAGER
PAUL.SLIFER@CROWNCastle.COM
PATRICK GABREL - CONSTRUCTION MANAGER
PATRICK.GABREL@CROWNCastle.COM

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

TOWER SCOPE OF WORK:

- REMOVE (6) ANTENNAS
- REMOVE ALL TMAs
- INSTALL (1) SABRE C10855721C 3-SECTOR MOUNT
- INSTALL (6) ANTENNAS
- INSTALL (3) RRUS
- INSTALL (2) BREAKOUT PENDANT
- INSTALL (2) HYBRID CABLE (1.5")

GROUND SCOPE OF WORK:

- REMOVE (1) EXISTING CABINET & PLINTH
- REMOVE (1) 12 POSITION 200A PPC
- INSTALL (1) 24 POSITION 200A PPC
- INSTALL (2) HGS 2.0 JUNCTION BOXES
- INSTALL (1) HPL3 CABINET
- INSTALL (1) LB3 CABINET
- REMOVE (1) ESMR
- REMOVE (2) FSMR
- REMOVE (3) FRIA
- REMOVE (2) FRIE
- REMOVE (3) FXFB
- RELOCATE (1) PSMF
- INSTALL (2) ASIB
- INSTALL (2) ASIK
- INSTALL (2) ABIA
- INSTALL (5) ABIL
- INSTALL (3) ABIC
- INSTALL (2) AMIA

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2015 IBC
MECHANICAL	2015 IMC
ELECTRICAL	2015 NEC

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS:	BY OTHERS
DATED:	
MOUNT ANALYSIS:	BY OTHERS
DATED:	
RFDS REVISION:	2
DATED:	3/9/2021
ORDER ID:	553136
REVISION:	0

NOTE:

PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER.

Jacob
Goralski

Digitally signed
by Jacob
Goralski
Date: 2021.04.16
11:43:59 -05'00'

T-Mobile

8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631

CROWN
CASTLE

20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173



IRISH TOWER

GENERAL CONSTRUCTION ENGINEERING PROJECT MANAGEMENT
4603 Bermuda Drive, Sugar Land, TX 77479
(281) 789-2651 | info@irishtower.com

T-MOBILE SITE NUMBER:
ML11046B

BU #: 827008
River Point Shopping Cent

8615 N Port Washington Rd
Fox Point, WI 53217

EXISTING 130'-0" MONOPOLE
TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	4/16/2021	JAI	FINAL	GAQ



4/16/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

T-1

REVISION:

0

CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED-- NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN CASTLE USA INC. NOC AT 800-788-7011 & THE CROWN CASTLE USA INC. CONSTRUCTION MANAGER.
2. "LOOK UP" -- CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION), FEDERAL, STATE, AND LOCAL REGULATIONS, AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN CASTLE USA INC. STANDARD CED--STD-10253, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA--322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH QAS--STD-10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE," CED--STD-10294 "STANDARD FOR INSTALLATION OF MOUNTS AND APPURTENANCES," AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY CROWN CASTLE USA INC. PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK, IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, TOWER OWNER, CROWN CASTLE USA INC., AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (I.E., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD--WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SLOTTED CEMENT (ADD TRANSITIONING GROUND STALLARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER: T--MOBILE
TOWER OWNER: CROWN CASTLE USA INC.
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE--THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER--TO--CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER.....40 ksi
#5 BARS AND LARGER.....60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 BARS AND LARGER.....2"
#5 BARS AND SMALLER.....1-1/2"
CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
SLAB AND WALLS.....3/4"
BEAMS AND COLUMNS.....1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN--2, XHHW, XHHW--2, THW, THW--2, RHW, OR RHW--2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP--STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION--TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON--PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (I.E. POWDER--ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY--COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY--COATED OR NON--CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE ANY WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "T--MOBILE".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE		
SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
	NEUTRAL	GREY
DC VOLTAGE	GROUND	GREEN
	POS (+)	RED**
	NEG (-)	BLACK**

- ** SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

ABBREVIATIONS:

ANT	ANTENNA
(E)	EXISTING
FIF	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
(P)	PROPOSED
PP	POWER PLANT
QTY	QUANTITY
RECT	RECTIFIER
RBS	RADIO BASE STATION
RET	REMOTE ELECTRIC TILT
RFDS	RADIO FREQUENCY DATA SHEET
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
SIAD	SMART INTEGRATED DEVICE
TMA	TOWER MOUNTED AMPLIFIER
TYP	TYPICAL
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

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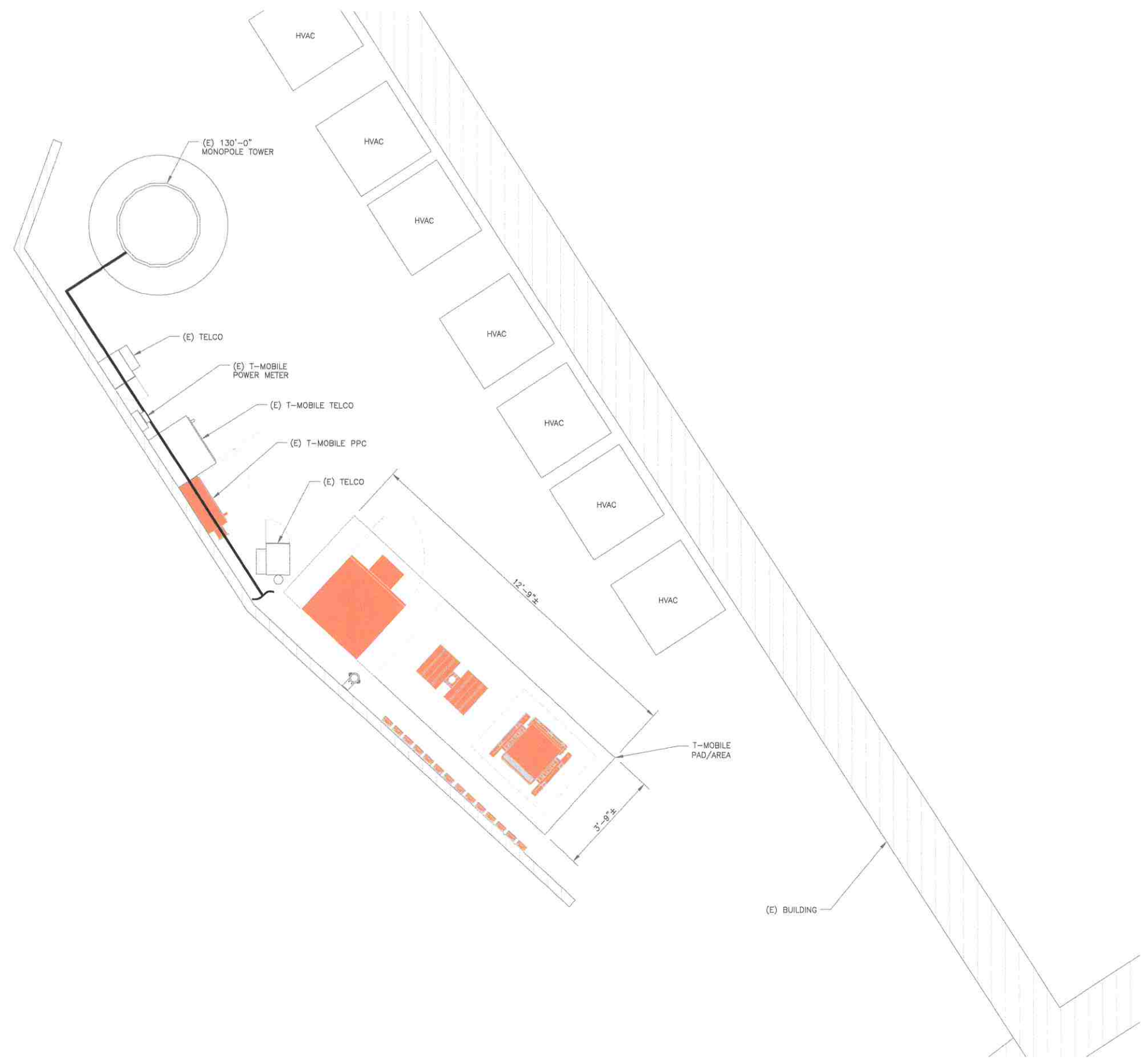
IRISH TOWER
GENERAL CONSTRUCTION/INTERIOR PROJECT MANAGEMENT
4003 Bernada Drive, Sugar Land, TX 77478
(281) 786-2051 info@irishtower.com

T-MOBILE SITE NUMBER:
ML11046B
BU #: 827008
River Point Shopping Cent
8615 N Port Washington Rd
Fox Point, WI 53217
EXISTING 130'-0" MONOPOLE
TOWER

ISSUED FOR:				
REV	DATE	DRWN	DESCRIPTION	DES/QA
0	4/16/2021	JAJ	FINAL	GAQ

Jacob Goralski
WISCONSIN
JACOB GORALSKI
43884-6
SUGAR LAND, TX
PROFESSIONAL ENGINEER
4/16/2021
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SHEET NUMBER:
T-2
REVISION:
0



1 SITE PLAN

SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)

8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631

20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT
4503 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 | www.irtower.com

T-MOBILE SITE NUMBER:
ML11046B

BU #: **827008**
River Point Shopping Cent

8615 N Port Washington Rd
Fox Point, WI 53217

EXISTING 130'-0" MONOPOLE
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ISSUED FOR:				
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C-1.1

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EQUIPMENT LEGEND:
EXISTING
TO BE RELOCATED/REMOVED
NEW

INSTALLER NOTE:

AMIA's ARE TO BE INSTALLED INTERNALLY IN THE 600A SSC CABINET. IF NO 600A SSC CABINET IS ON SITE, AMIA'S ARE TO BE SUBSTITUTED WITH AMOB'S. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING APPROPRIATE LOCATION WITHIN T-MOBILE LEASE AREA FOR AMOB MOUNTING AND PROVIDE TO CONSTRUCTION MANAGER. AMOB LOCATIONS MUST BE APPROVED BY CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
ALL POWER CONDUITS FOR THE CABINETS WILL ROUTE ALONG THE ICE BRIDGE TO ELIMINATE TRIP HAZARDS (RELOCATE AS REQUIRED)

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TOWER

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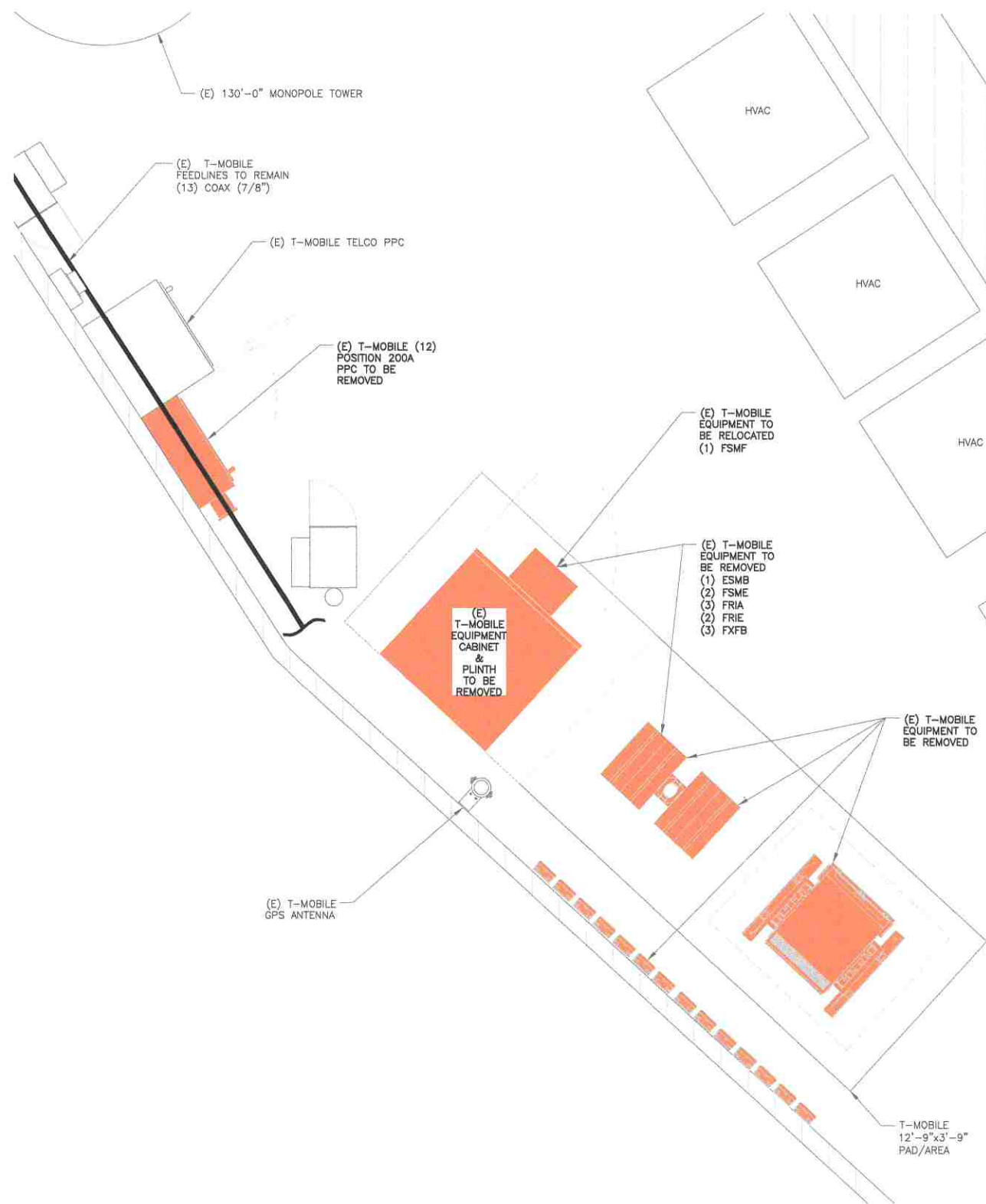
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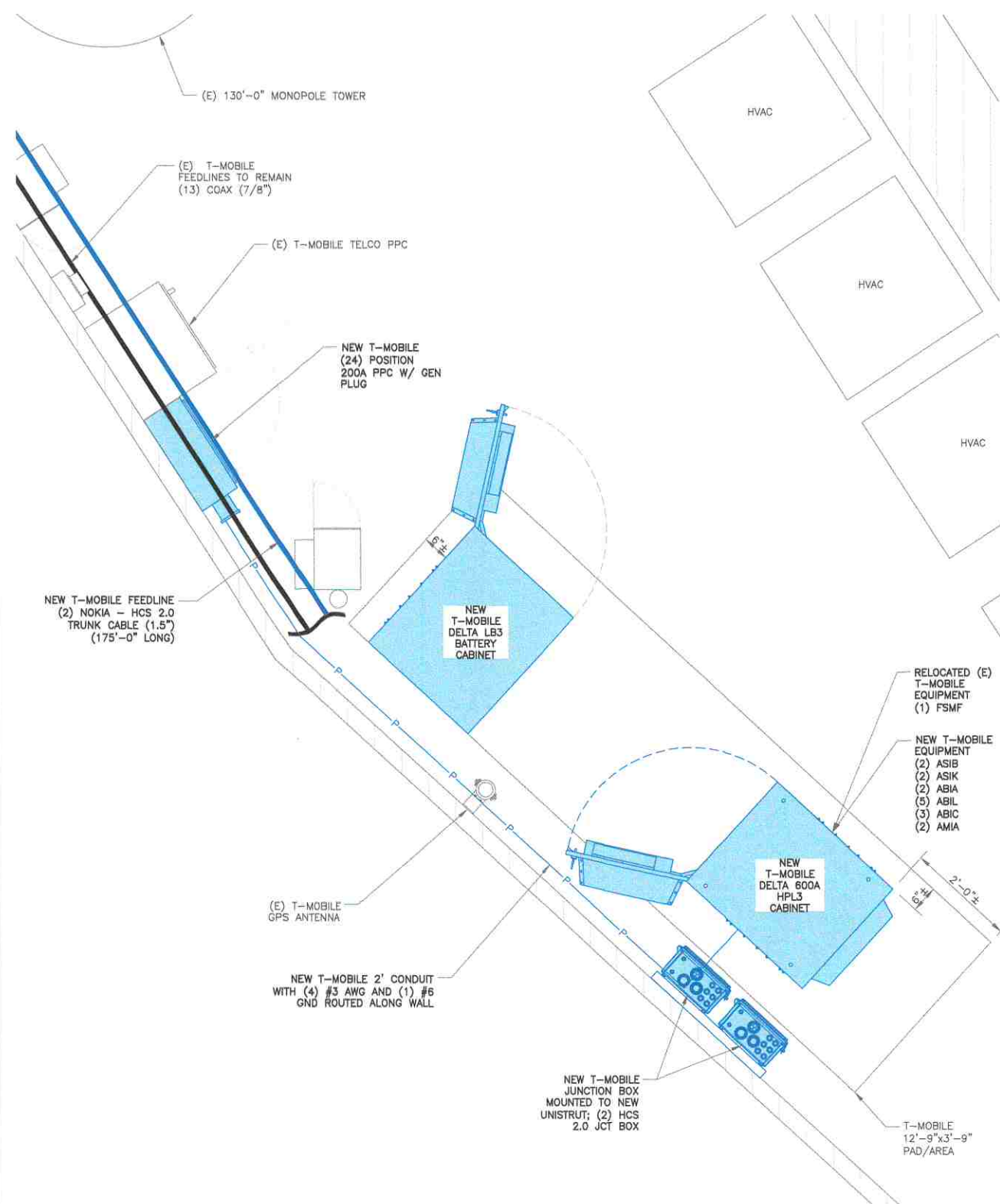
REVISION:

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1 EXISTING EQUIPMENT PLAN

SCALE: 1/4"=1'-0" (FULL SIZE)
1/8"=1'-0" (11x17)



2 FINAL EQUIPMENT PLAN

SCALE: 1/4"=1'-0" (FULL SIZE)
1/8"=1'-0" (11x17)



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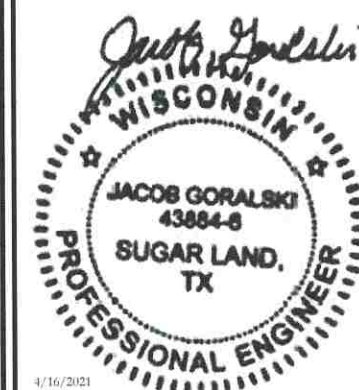
8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631CROWN
CASTLE20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

IRISH TOWER

GENERAL CONSTRUCTION ENGINEERING PROJECT MANAGEMENT
4803 Bermuda Drive, Sugar Land, TX 77479
(281) 780-2951 | irishtower.comT-MOBILE SITE NUMBER:
ML11046BBU #: 827008
River Point Shopping Cent8615 N Port Washington Rd
Fox Point, WI 53217EXISTING 130'-0" MONOPOLE
TOWER

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0	4/16/2021	JAJ	FINAL	GAQ



4/16/2021

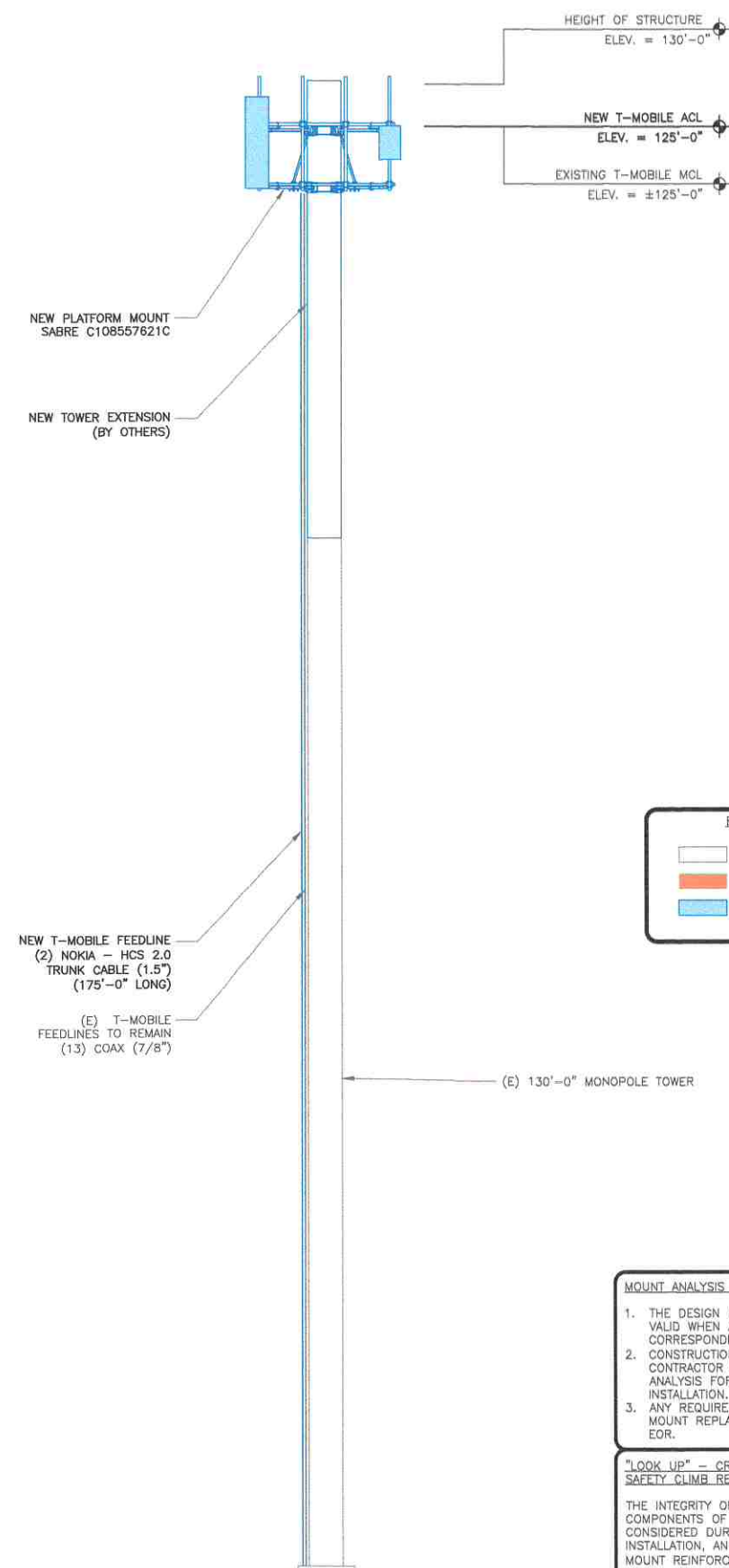
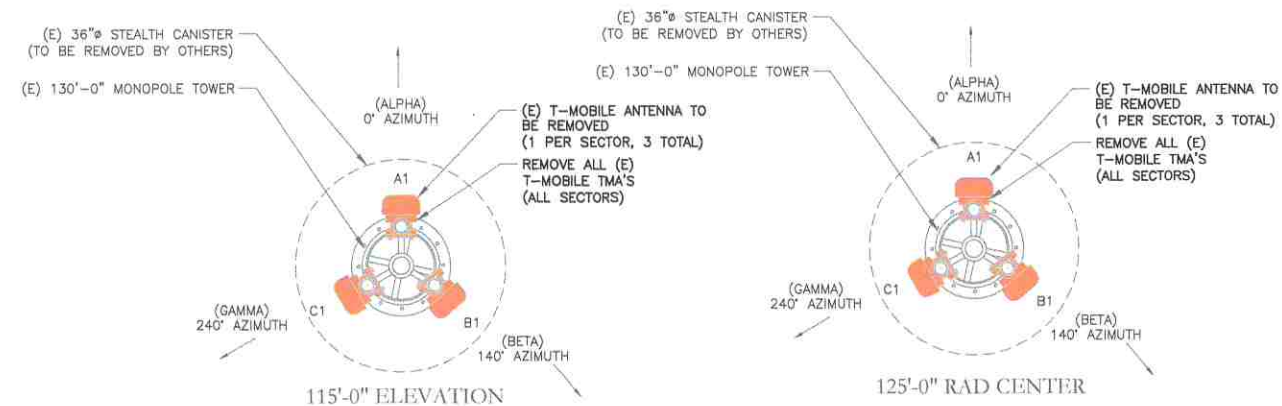
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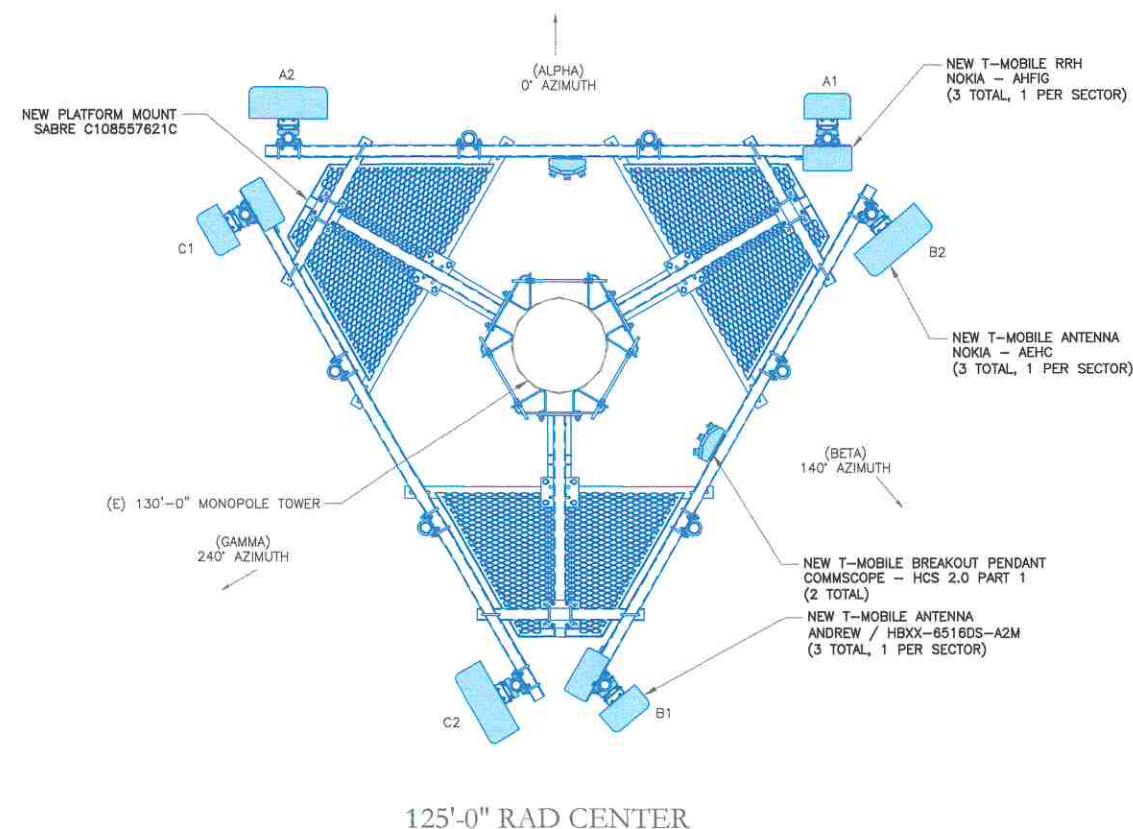
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1 FINAL ELEVATION
SCALE: NOT TO SCALENOTE:
GC TO REMOVE ALL
UNCONNECTED
EQUIPMENT
(VERIFY IN FIELD)2 EXISTING ANTENNA PLAN
SCALE: NOT TO SCALE

EQUIPMENT LEGEND:

	EXISTING
	TO BE RELOCATED/REMOVED
	NEW

3 FINAL ANTENNA PLAN
SCALE: NOT TO SCALE

MOUNT ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.

"LOOK UP" - CROWN CASTLE USA INC.
SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.

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BU #: 827008
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TOWER

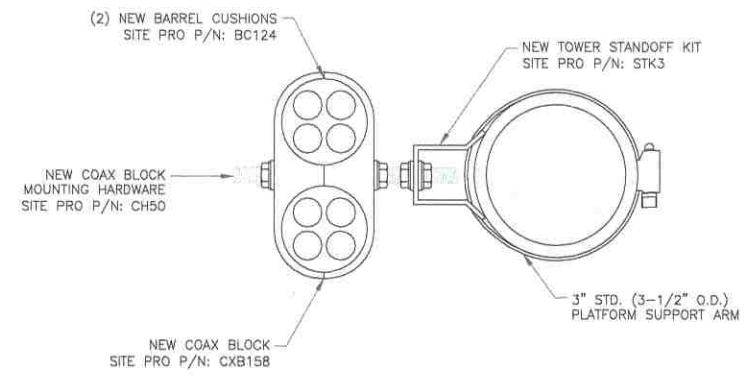
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Jacob GoralSKI
WISCONSIN
JACOB GORALSKI
43884-8
SUGAR LAND, TX
PROFESSIONAL ENGINEER
4/16/2021

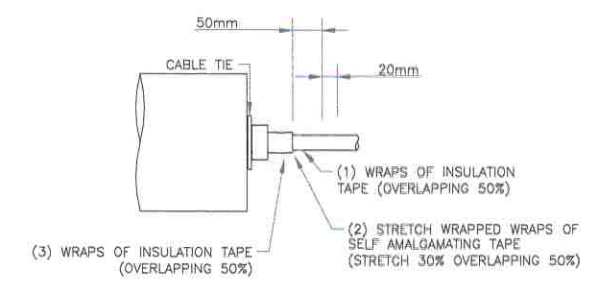
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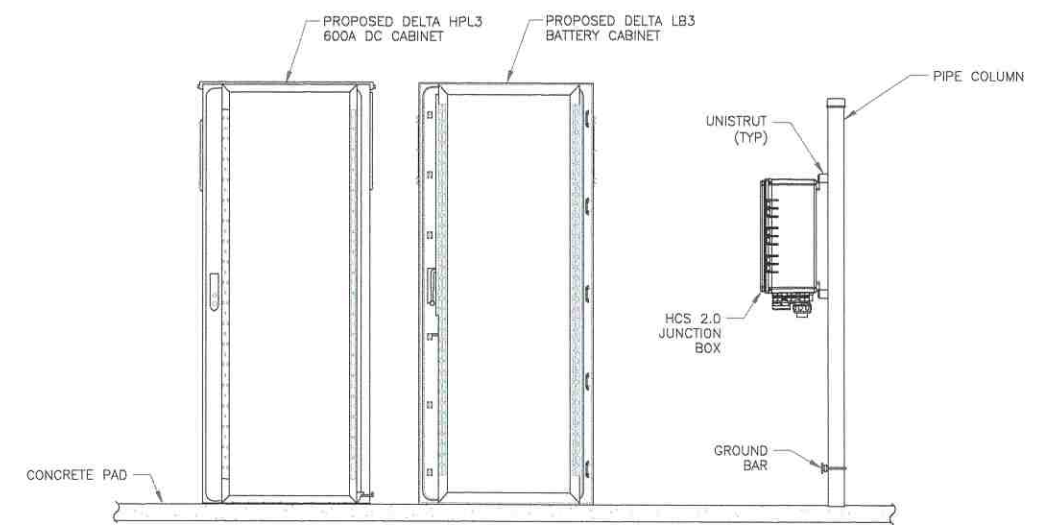
INSTALLER NOTE:
JUMPERS TO BE TORQUED TO 221.27 IN/LBS



1 RF JUMPER DETAIL
SCALE: NOT TO SCALE



2 RF JUMPER CONNECTION
SCALE: NOT TO SCALE



3 GROUND EQUIPMENT ELEVATION
SCALE: NOT TO SCALE

Coax Color Coding

- Antennas will be labeled (back of antenna view) Right to Left: X ports
- Coax/Jumper Ties will be identified by sector color and by number of bands around the coax/jumper

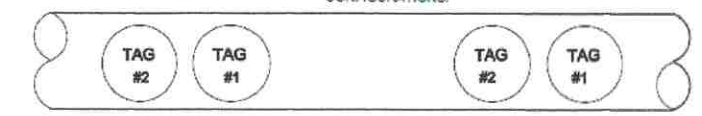
SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN + SECTOR COLOR BANDS (1 & 2)
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
DWE T-1'S + GPS DOWNLINK CABLE	ID W/LABEL MAKER

COLOR CODING NOTES:

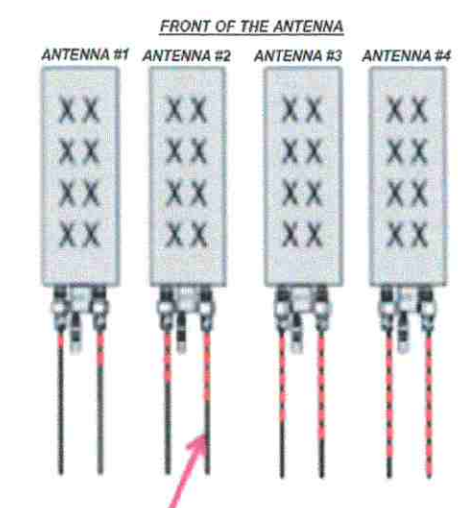
color	GSM
color	UMTS 1900
color	UMTS AWS
color	LTE
color	FIBER CABLE

METALLIC TAG NOTES:

- TWO METALLIC TAGS SHALL BE ATTACHED AT EACH END OF EVERY CABLE LONGER THAN (3) THREE FEET
- CABLE LESS THAN (3) THREE FEET WILL HAVE TWO METALLIC TAGS ATTACHED AT THE CENTER OF THE CABLE
- TAGS WILL BE FASTENED WITH STAINLESS STEEL ZIP TIES APPROPRIATE FOR CABLE DIAMETER
- STANDARDIZED METALLIC TAG KIT WILL BE ASSEMBLED WITH TAGS ALREADY ENGRAVED TO ACCOMMODATE ALL CONFIGURATIONS.



4 COAX COLOR CODING
SCALE: NOT TO SCALE



EXAMPLE: COAX WITH FOUR BANDS OF RED TAPE WILL REPRESENT ALPHA SECTOR AND THE 4TH PORT OF ANTENNA

ANTENNA AND COAXIAL CABLE SCHEDULE

- ALL ANTENNAS SHALL BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR SHALL COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER. ANTENNA DOWNTILT SHALL BE SET AND VERIFIED BY A SMART LEVEL.
- CONTRACTOR SHALL INSTALL COLOR CODE RINGS ON EACH OF THE HYBRID CABLES AND JUMPER CABLES WITH UV RESISTANT TAPE. ALL CABLE SHALL BE MARKED AT TOP AND BOTTOM WITH 2" COLOR TAPE OR STENCIL TAG. COLOR TAPE MAY BE OBTAINED FROM GRAYBAR ELECTRONICS.

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CASTLE

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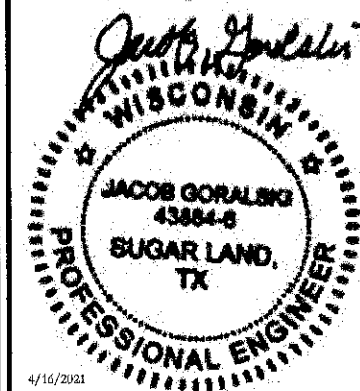
BU #: 827008
River Point Shopping Cent

8615 N Port Washington Rd
Fox Point, WI 53217

EXISTING 130'-0" MONOPOLE
TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DBS./QA
0	4/16/2021	JAI	FINAL	GAQ



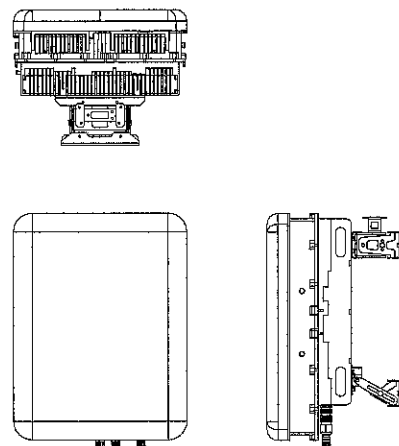
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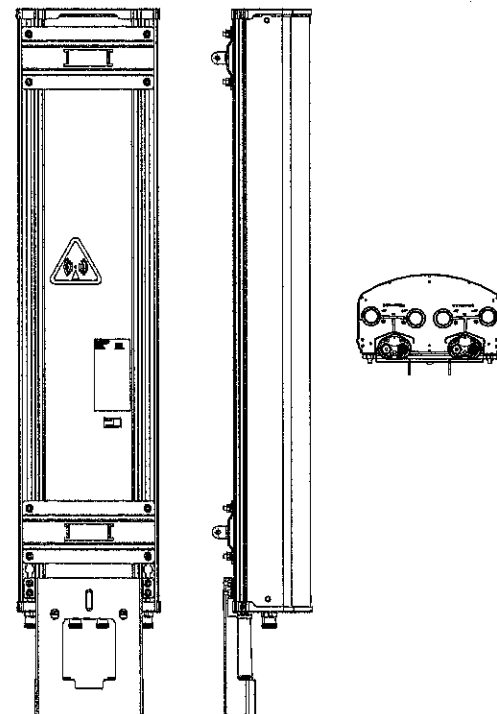
REVISION:

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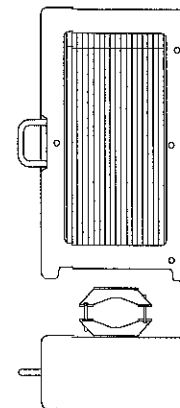
NOKIA -- AEHC
WEIGHT (WITHOUT MOUNTING HARDWARE): 99.2 LBS
SIZE (HxWxD): 38.18x21.45x5.9 IN.

1 NOKIA -- AEHC
SCALE: NOT TO SCALE



ANDREW -- HBXX-6516DS-A2M
WEIGHT (WITHOUT MOUNTING HARDWARE): 51.809 LBS
SIZE (HxWxD): 56.18x15.827x11.496 IN.
RATED WIND VELOCITY: 150.0 MPH

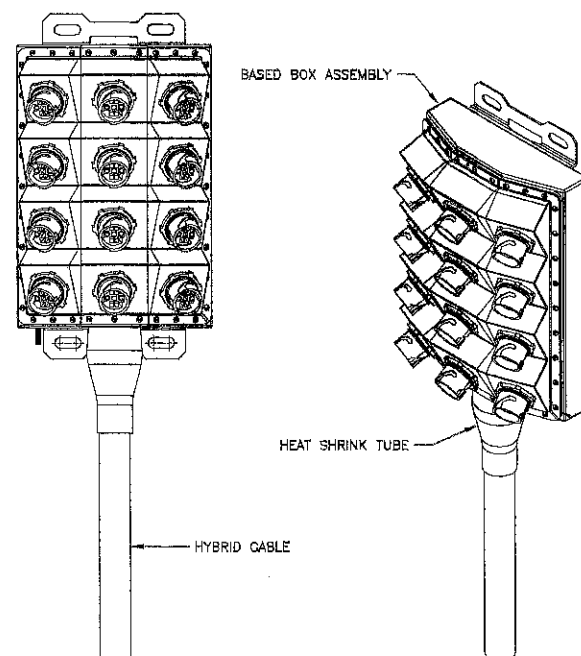
2 ANDREW / HBXX-6516DS-A2M
SCALE: NOT TO SCALE



NOKIA -- AHFIG
WEIGHT (FULLY EQUIPPED): 88.2 LBS
SIZE (HxWxD): 28.7x15.4x9.45 IN.
CONNECTOR TYPE: 4.3-10 FEMALE (4 TOTAL PORTS)

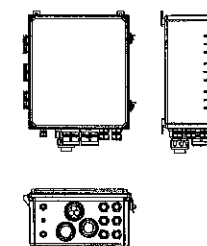
3 NOKIA -- AHFIG
SCALE: NOT TO SCALE

4 NOT USED
SCALE: NOT TO SCALE



COMMSCOPE -- HCS 2.0 PART 1
WEIGHT (WITHOUT MOUNTING HARDWARE): 23.5 LBS.
SIZE (HxWxD): 14.0x16.0x8.0 IN.

6 COMMSCOPE -- HCS 2.0 PART 1
SCALE: NOT TO SCALE

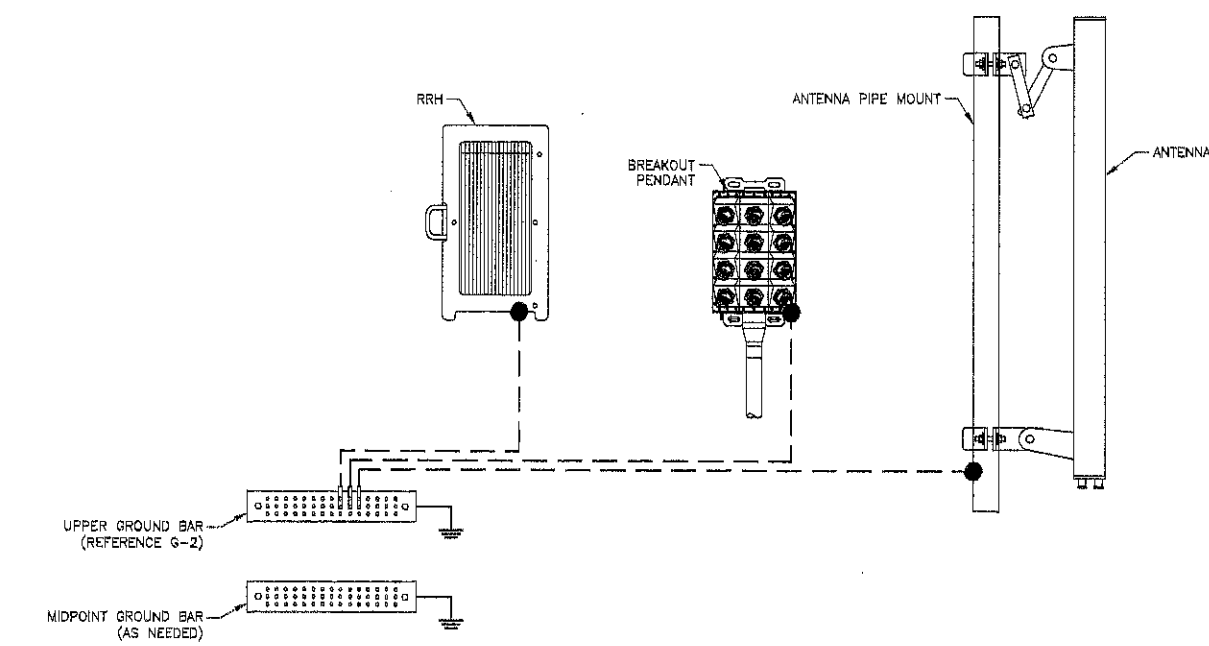


COMMSCOPE -- HCS 2.0
WEIGHT: 21.9 LBS
SIZE (HxWxD): 16.0x14.0x8.0 IN.
OPERATING TEMPERATURE: -40° C TO +80° C

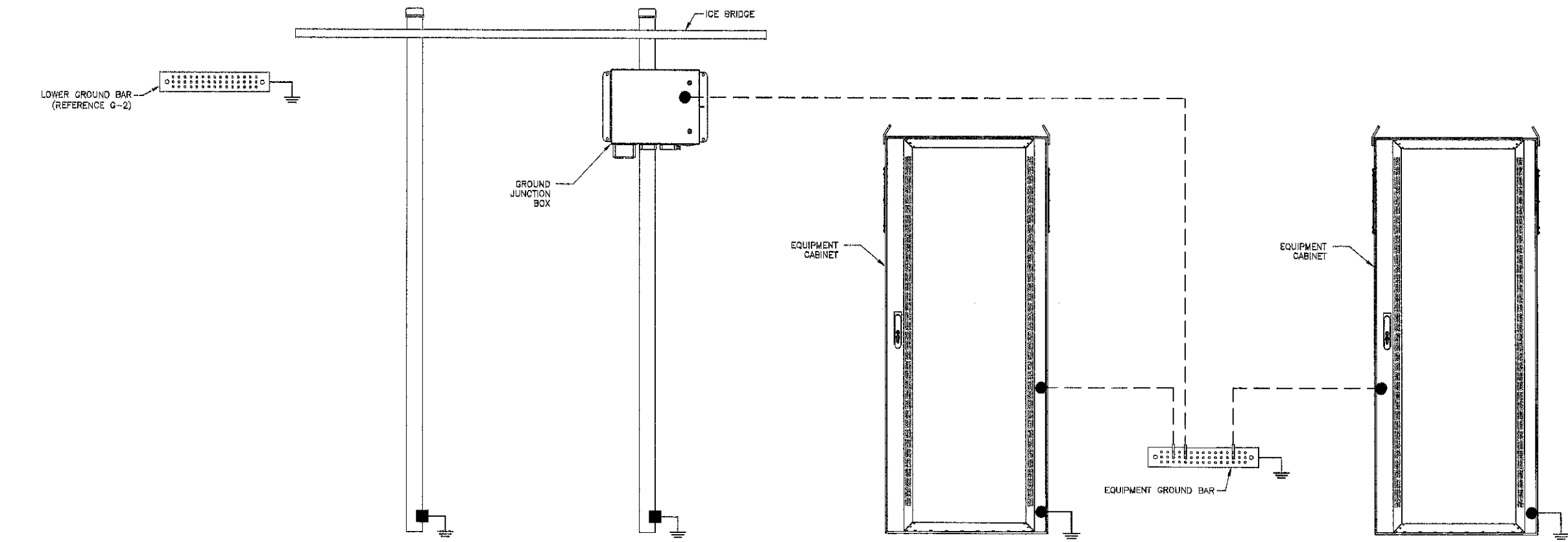
8 COMMSCOPE -- HCS 2.0 PART 1
SCALE: NOT TO SCALE

5 NOT USED
SCALE: NOT TO SCALE

7 NOT USED
SCALE: NOT TO SCALE



ANTENNA LEVEL
GROUND LEVEL



GROUNDING PLAN LEGEND:

- #6 STRANDED COPPER WITH GREEN INSULATION GROUND WIRE
- #2 STRANDED COPPER WITH GREEN INSULATION GROUND WIRE
- #2 BARE, SOLID, TINNED COPPER GROUND WIRE
- EXOTHERMIC WELD
- MECHANICAL CONNECTION
- ⊙ COPPER GROUND ROD
- ⊗ GROUND ROD W/ TEST WELL

NOTE:

SEE FINAL EQUIPMENT PLAN FOR NEW EQUIPMENT REQUIRING GROUNDING. CONTRACTOR TO VERIFY EXISTING EQUIPMENT GROUNDING IN FIELD. CONTRACTOR TO VERIFY IN FIELD AND INSTALL ANY MISSING T-MOBILE GROUND BARS ON SITE.

T-Mobile

8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631

CROWN CASTLE

20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

IRISH TOWER

GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT

4008 Bermuda Drive, Sugar Land, TX 77479
(281) 780-2651 | irishtower.com

T-MOBILE SITE NUMBER:
ML11046B

BU #: 827008
River Point Shopping Cent

8615 N Port Washington Rd
Fox Point, WI 53217

EXISTING 130'-0" MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	4/16/2021	JA	FINAL	GAQ

Jacob Goralczyk

WISCONSIN

JACOB GORALCZYK
43884-S

SUGAR LAND, TX

PROFESSIONAL ENGINEER

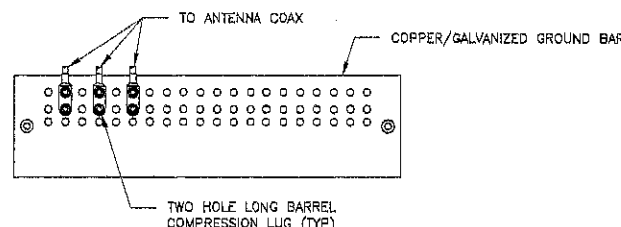
4/16/2021

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1 TYPICAL FINAL GROUNDING SCHEMATIC
SCALE: NOT TO SCALE

SHEET NUMBER:
G-1

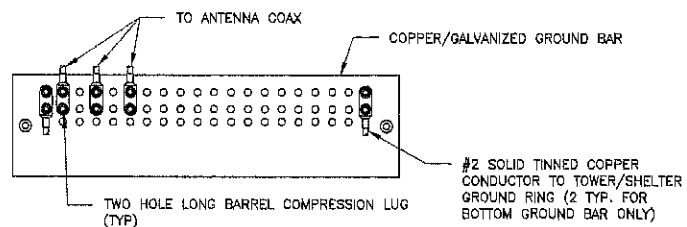
REVISION:
0



NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.

1 ANTENNA GROUND BAR DETAIL
SCALE: NOT TO SCALE

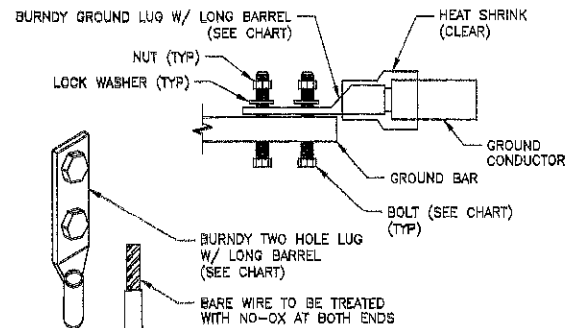


NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE

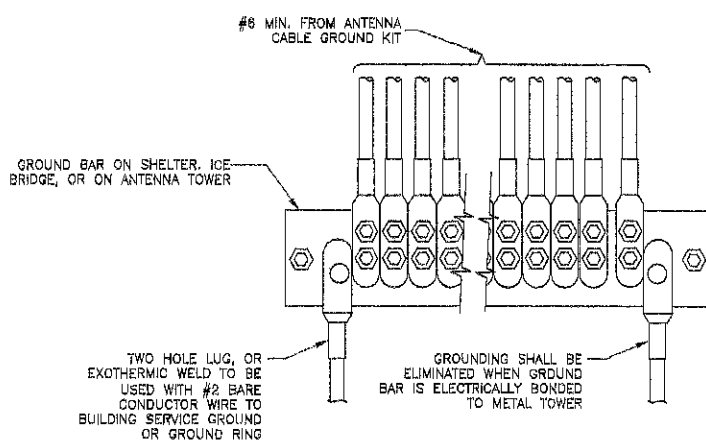
WIRE SIZE	BURNDY LUG	BOLT SIZE
#8 GREEN INSULATED	YA8C-2TC3B	3/8" - 16 NC SS 2 BOLT
#2 SOLID TINNED	YA3C-2TC3B	3/8" - 16 NC SS 2 BOLT
#2 STRANDED	YA2C-2TC3B	3/8" - 16 NC SS 2 BOLT
#2/0 STRANDED	YA2S-2TC3B	3/8" - 16 NC SS 2 BOLT
#4/0 STRANDED	YA2B-2N	1/2" - 16 NC SS 2 BOLT



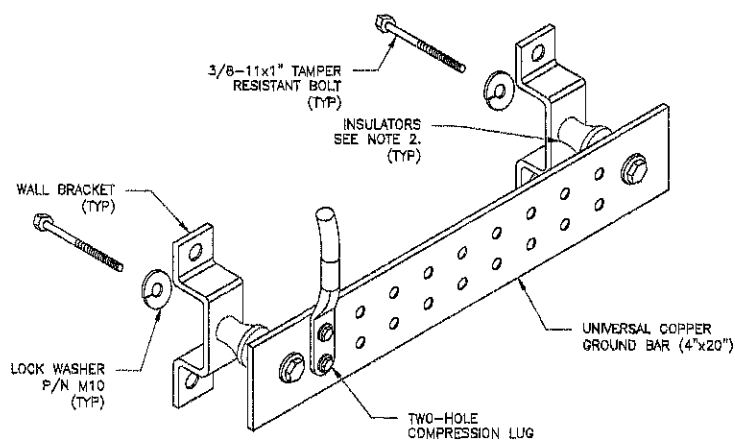
NOTE:

ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

3 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



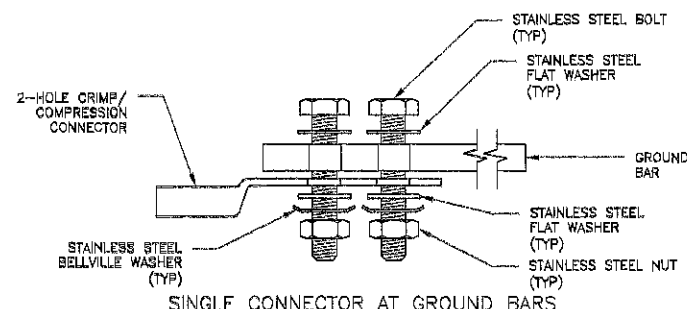
4 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



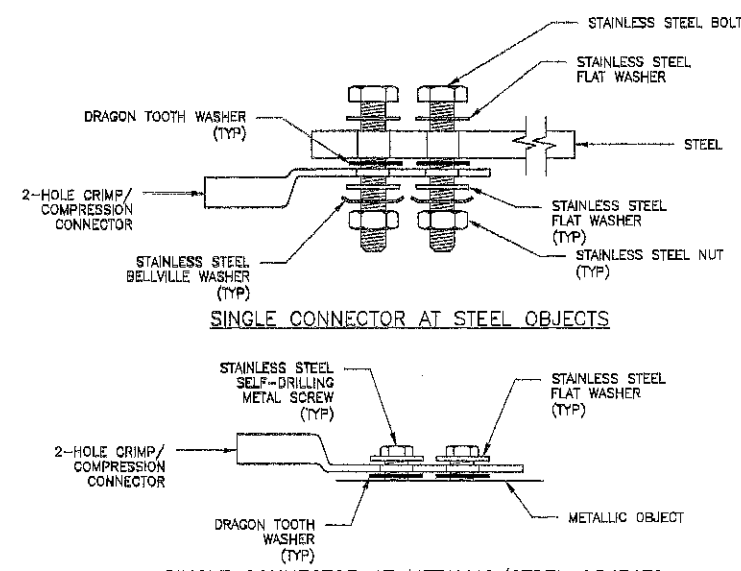
NOTES:

1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY QAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL. USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

5 GROUND BAR DETAIL
SCALE: NOT TO SCALE



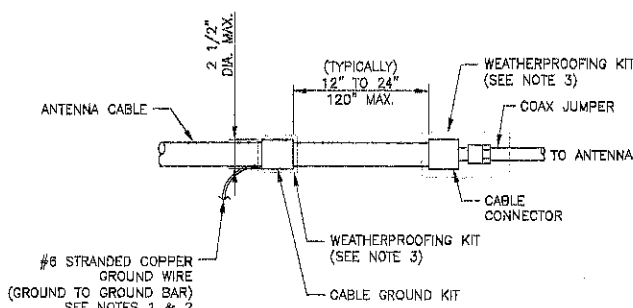
SINGLE CONNECTOR AT GROUND BARS



SINGLE CONNECTOR AT STEEL OBJECTS

SINGLE CONNECTOR AT METALLIC/STEEL OBJECTS

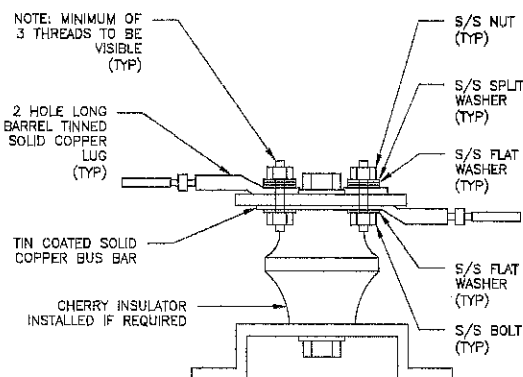
9 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



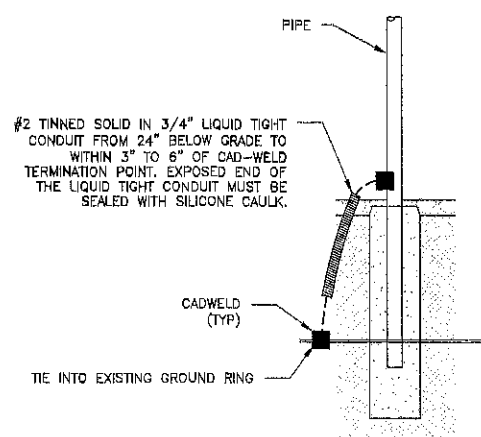
NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

6 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE



8 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE

T-Mobile
8550 W. BRYN MAWR AVE, SUITE 100
CHICAGO, IL 60631

CROWN CASTLE
20 N. MARTINGALE DRIVE, SUITE 440
SCHAUMBURG, IL 60173

IRISH TOWER
GENERAL CONSTRUCTION/ENGINEERING/PROJECT MANAGEMENT
4808 Damuda Drive, Englewood, TX 77478
(281) 786-2851 info@irishtower.com

T-MOBILE SITE NUMBER:
ML11046B

BU #: 827008
River Point Shopping Cent

8615 N Port Washington Rd
Fox Point, WI 53217

EXISTING 130'-0" MONOPOLE
TOWER

ISSUED FOR:				
REV	DATE	DRWN	DESCRIPTION	DSS./QA
0	4/16/2021	JA	FINAL	GAQ

Jacob Goralbki
PROFESSIONAL ENGINEER
JACOB GORALBKI
43884-B
SUGAR LAND, TX
4/16/2021

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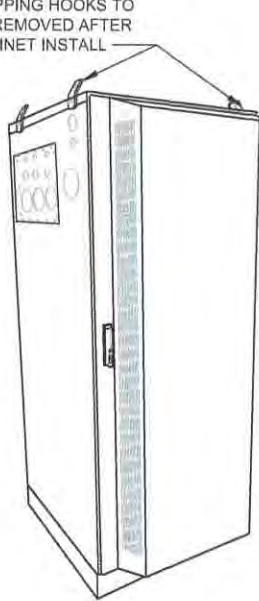
SHEET NUMBER:
G-2
REVISION:
0

MANUFACTURER: DELTA
MODEL: HPL3 SITE SUPPORT CABINET
WEIGHT: 551 LBS (WITHOUT EQUIPMENT)
DIMENSIONS: 30.0"x35.0"x72.0"

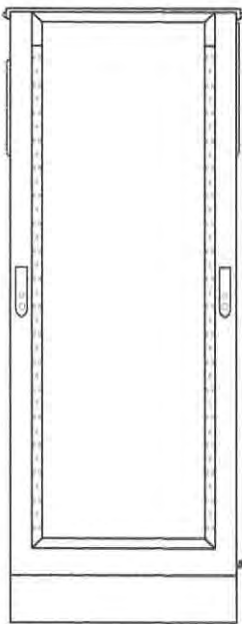
- NOTE:
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL KNOCKOUTS THROUGH
 - CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND/OR CABLING

RACK ASSIGNMENT		
RU SLOT	DESCRIPTION	DESCRIPTION
27		CSR - SAR/SAS
26		
25		
24	AIRSCALE	
23		
22	FIBER MUX	
21		
20	AIRSCALE	
19		
18	FIBER MUX	
17		
16	AIRSCALE	
15		
14	FIBER MUX	
13		
12	AIRSCALE	
11		
10	FIBER MUX	
9		
8	LEGACY BASEBAND	
7		
6	LEGACY BASEBAND	
5		
4		
3		
2	LEGACY BASEBAND	
1		

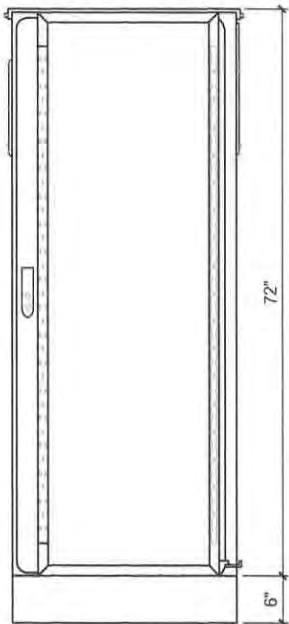
SHIPPING HOOKS TO BE REMOVED AFTER CABINET INSTALL



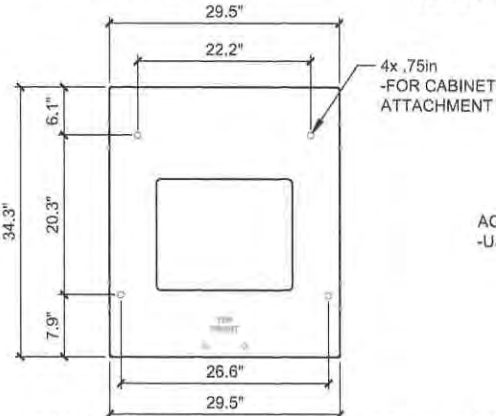
ISO VIEW N.T.S.



REAR VIEW



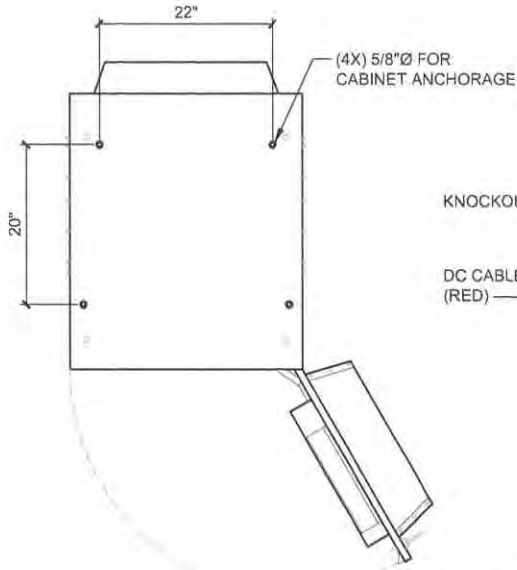
FRONT VIEW



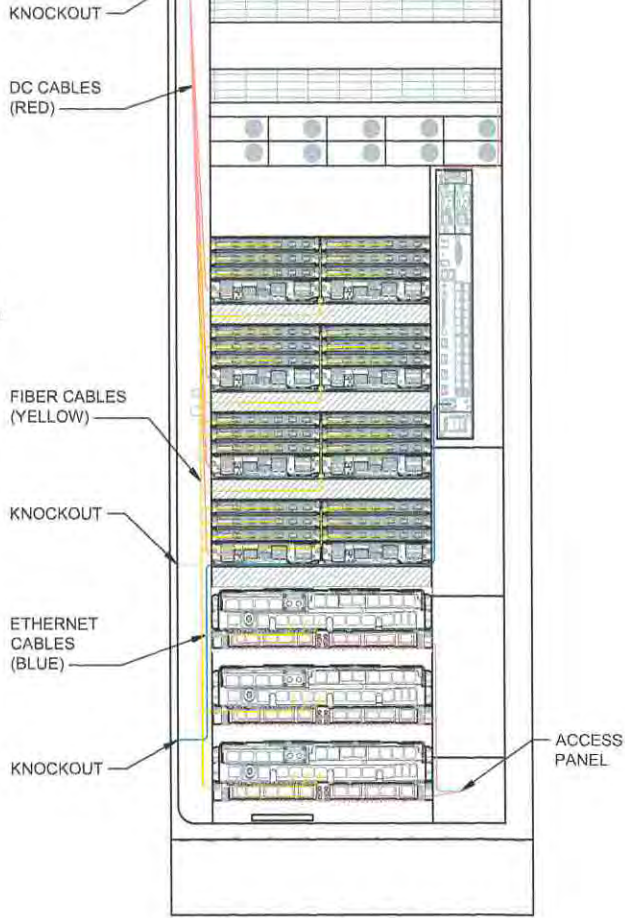
SKU# 33554 DELTA 6in PLINTH
PLAN VIEW



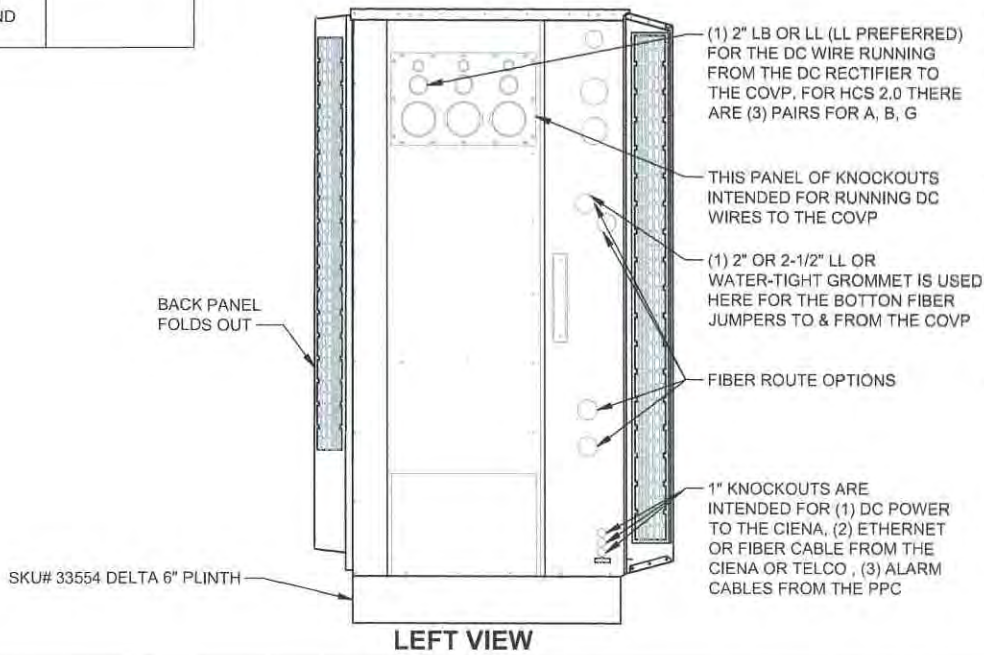
SKU# 33554 DELTA 6IN PLINTH
SIDE VIEW



PLAN VIEW



INTERNAL ROUTING



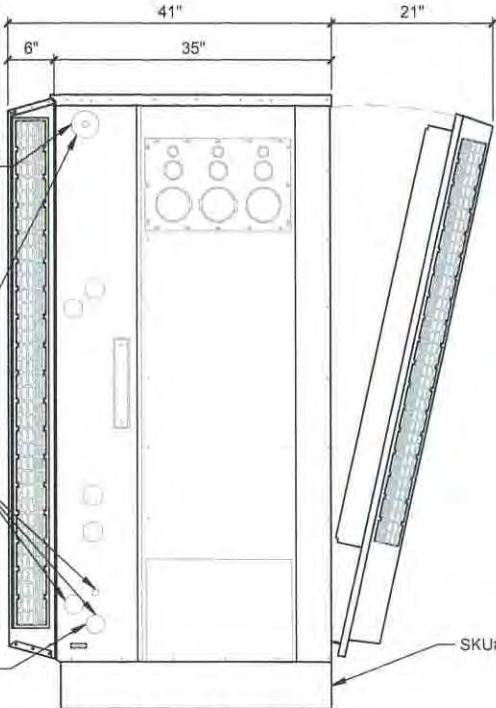
LEFT VIEW

BATTERY CABLE ROUTE KNOCKOUT. WITH THE FIXED LENGTH OF BATTERY CABLE PROVIDED, THIS IS THE ONLY KNOCKOUT YOU CAN USE.

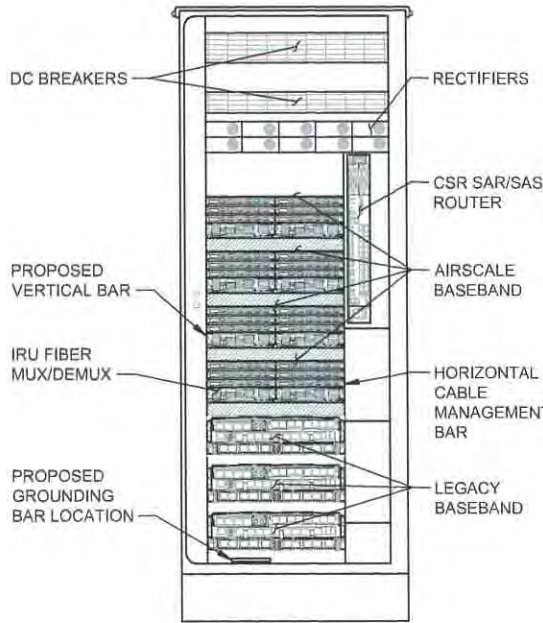
(1) 4" RIGID CONDUIT (WATER-TIGHT) FOR ROUTING BATTERY CABLES TO THE RECTIFIER.

INTENDED FOR AC INPUT WIRES FROM PPC

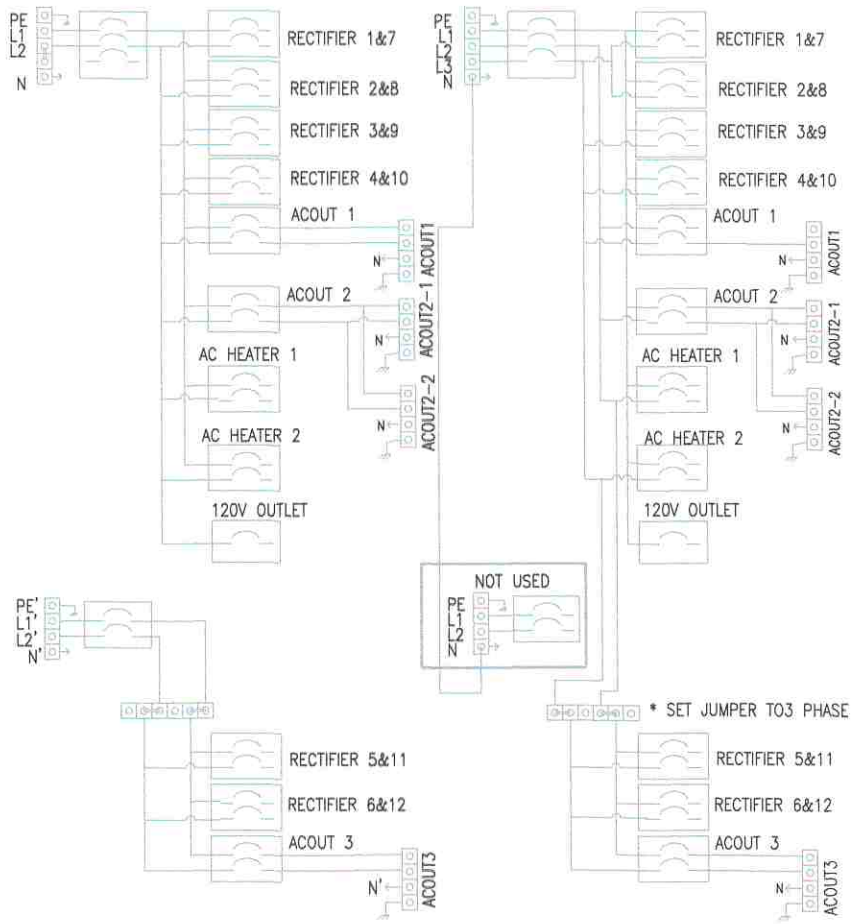
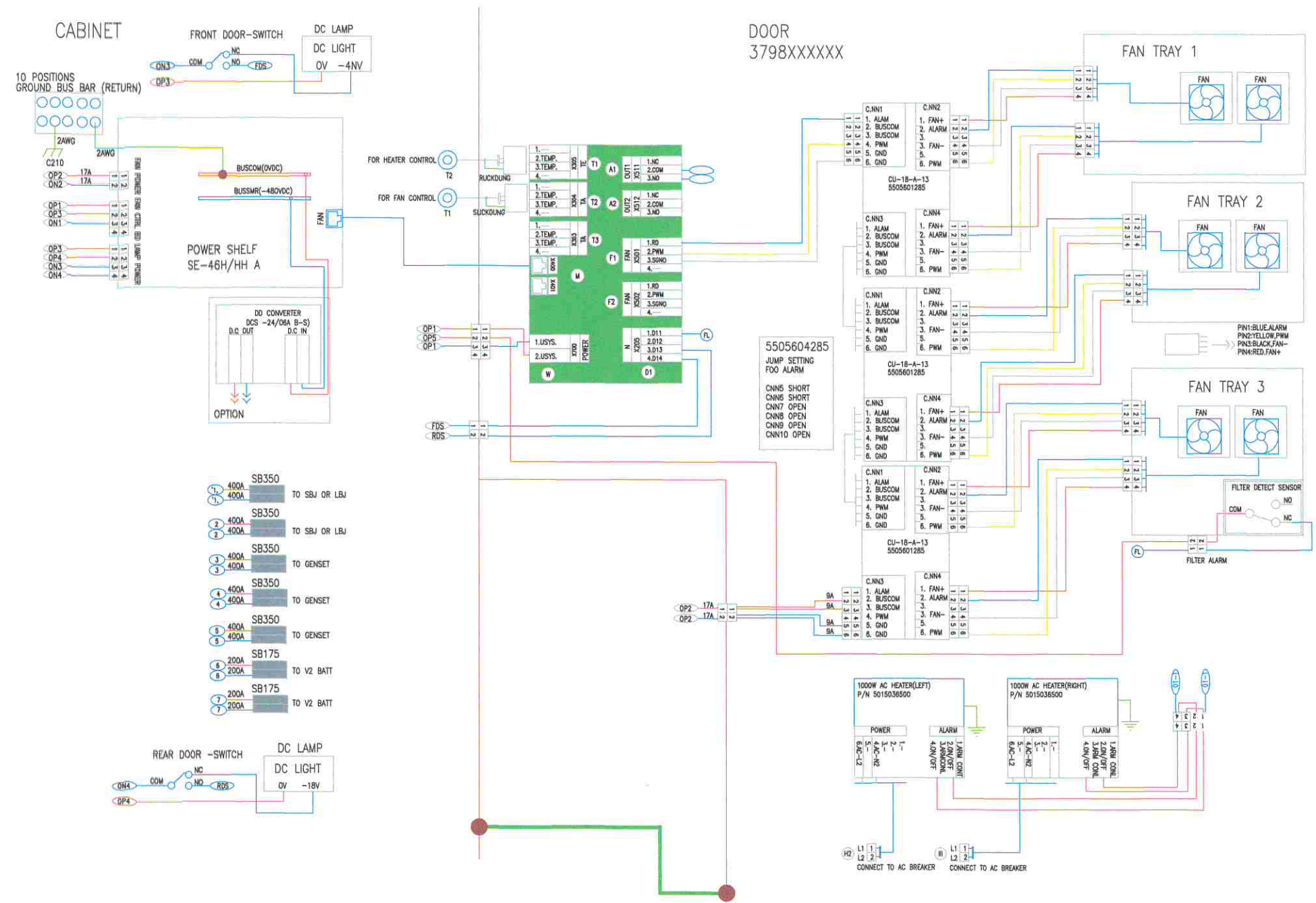
(1) 2" LL IS USED FROM A FLEXIBLE TO RIGID CONDUIT THAT RUNS ALL THE WAY TO THE PPC FOR AC WIRES THAT TERMINATES TO THE CABINETS AC TERMINALS



RIGHT VIEW



FRONT VIEW
(OPEN)



SKU# 33929 - DELTA HPL3 SSC INTERNAL CABINET DIAGRAM

22"x34" SCALE: N.T.S.

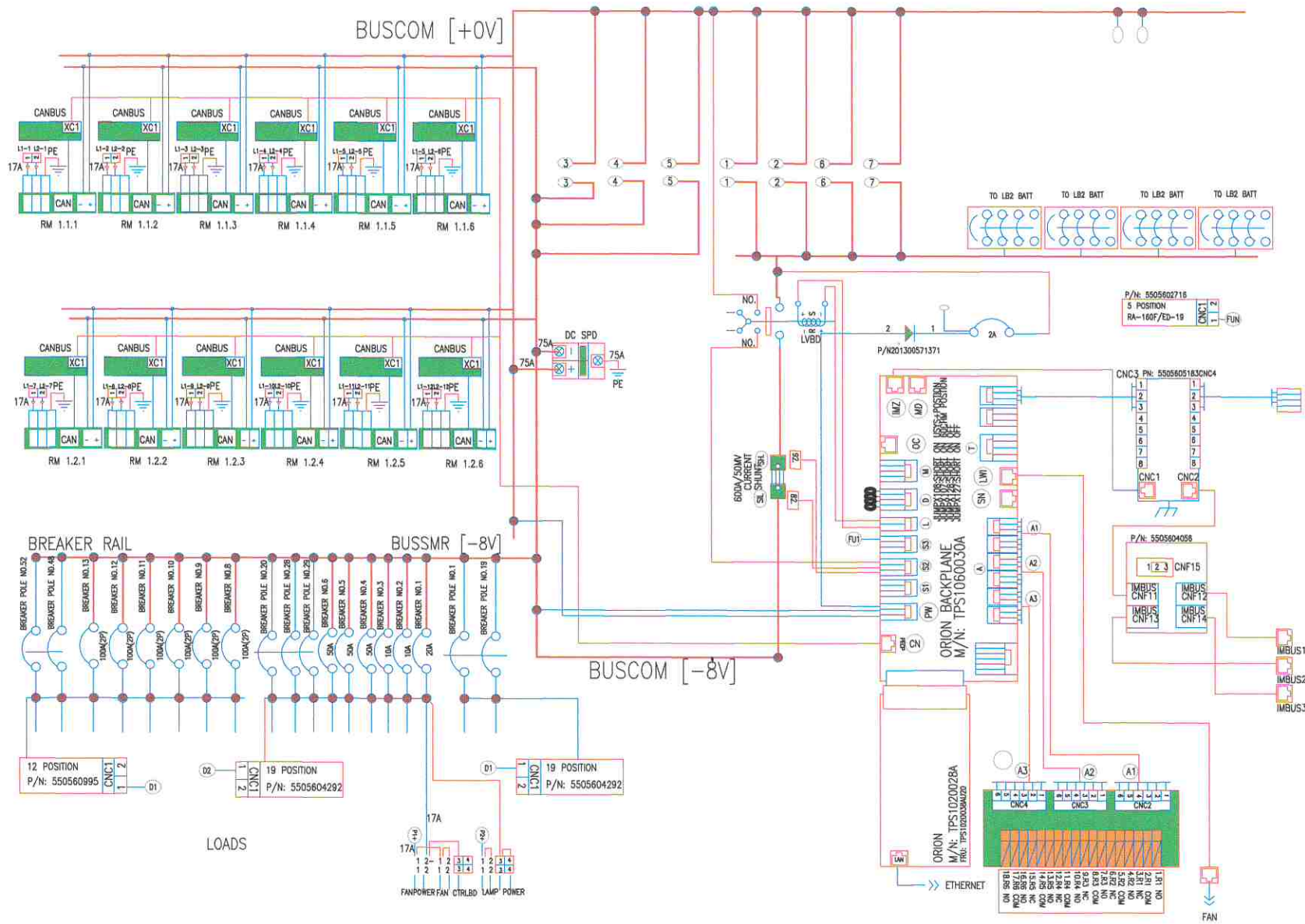
11"x17" SCALE: N.T.S.

SKU# 33929 - DELTA HPL3 SSC RECTIFIER DIAGRAM

22"x34" SCALE: N.T.S.

11"x17" SCALE: N.T.S.

NOTE:
DIAGRAMS PROVIDED ARE PER
MANUFACTURER INSTALLATION GUIDE

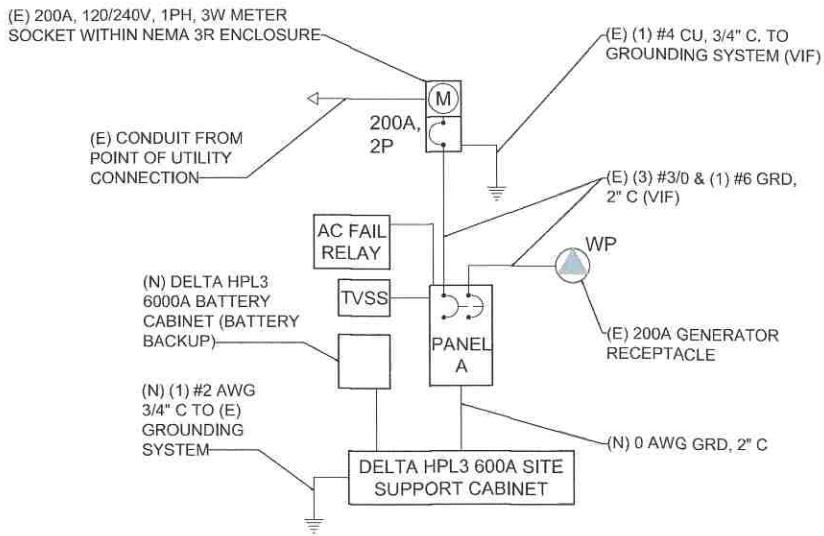


SKU# 33929 - DELTA HPL3 SSC DC BREAKER WIRING DIAGRAM

22"x34" SCALE: N.T.S.

11"x17" SCALE: N.T.S.

1



SKU# 33929 - DELTA HPL3 SSC TYP. ONE LINE DIAGRAM

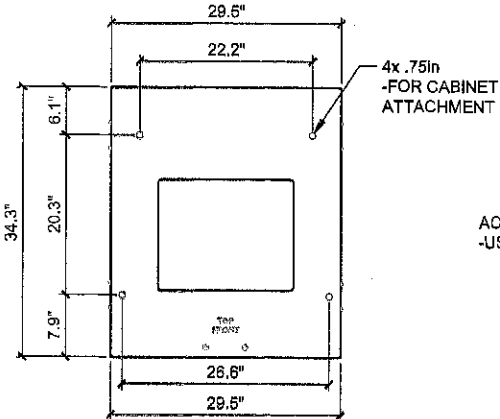
22"x34" SCALE: N.T.S.

11"x17" SCALE: N.T.S.

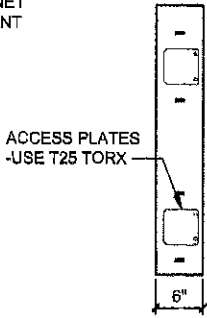
2

MANUFACTURER: DELTA
MODEL: LB3 BATTERY SUPPORT CABINET
WEIGHT: 509 LBS (WITHOUT EQUIPMENT)
DIMENSIONS: 30.0"x35.0"x72.0"

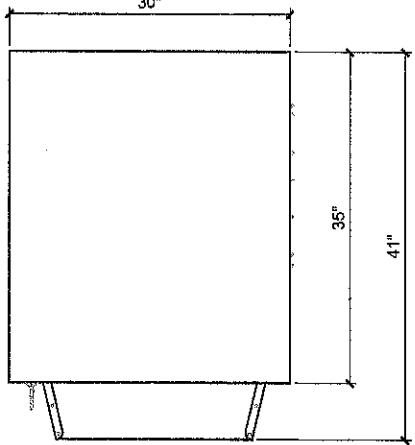
- NOTE:
- CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL KNOCKOUTS THROUGH
 - CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND/OR CABLING



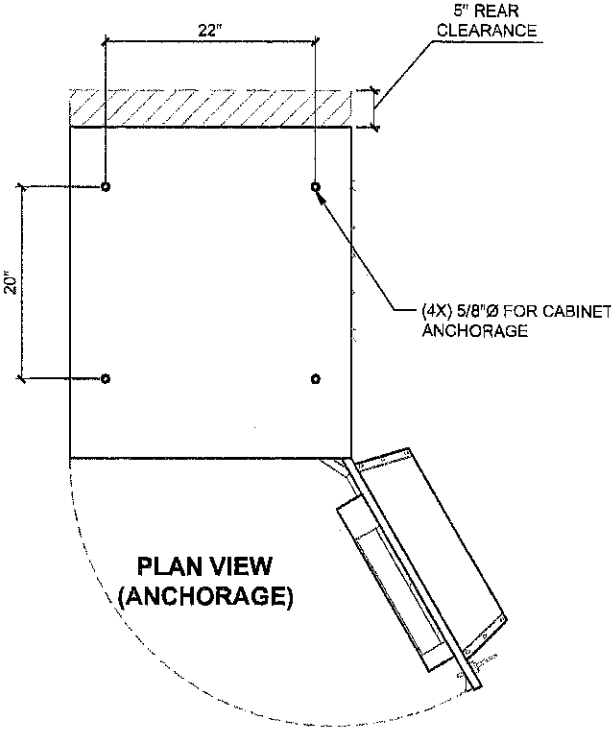
SKU# 33554 DELTA 6in PLINTH
PLAN VIEW



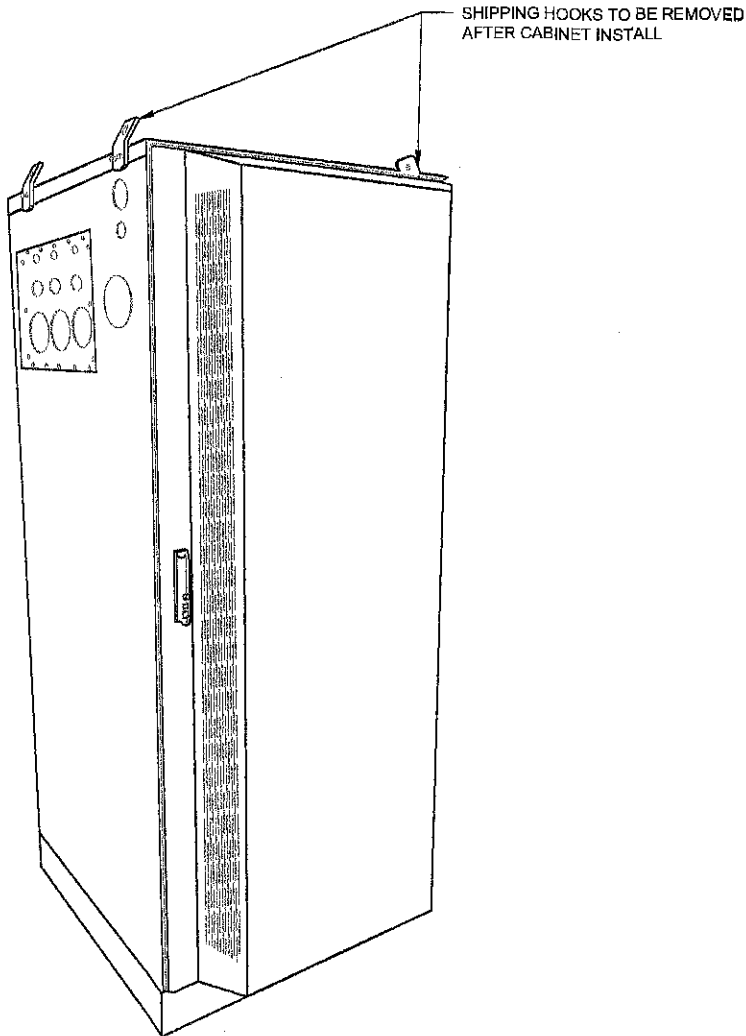
SKU# 33554 DELTA 6in PLINTH
SIDE VIEW



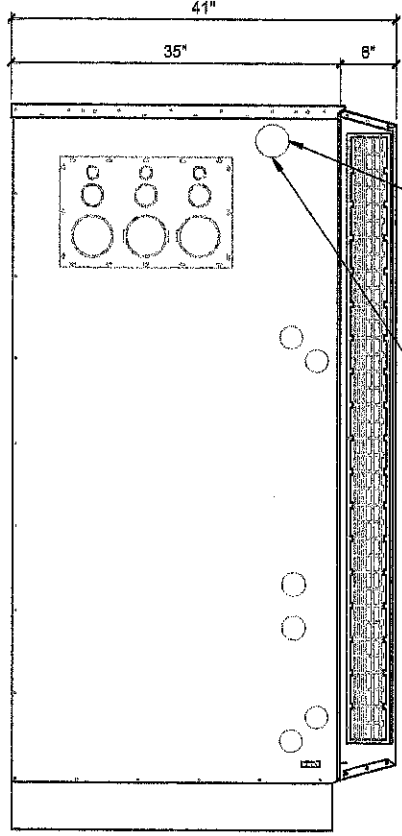
PLAN VIEW



PLAN VIEW
(ANCHORAGE)



ISO VIEW
N.T.S.

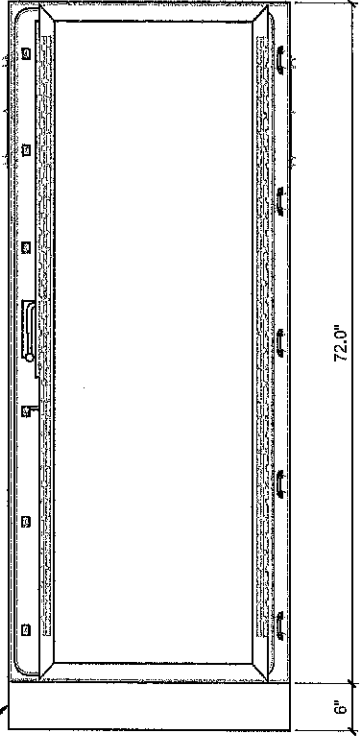


LEFT VIEW

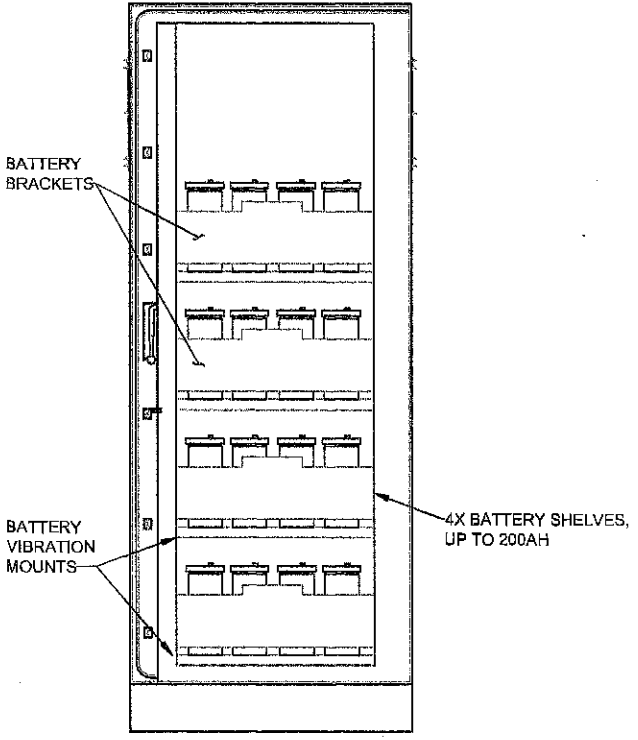
BATTERY CABLE ROUTE KNOCKOUT, WITH THE FIXED LENGTH OF BATTERY CABLE PROVIDED, THIS IS THE ONLY KNOCKOUT YOU CAN USE.

(1) 4" RIGID CONDUIT (WATER-TIGHT) FOR ROUTING BATTERY CABLES TO THE RECTIFIER.

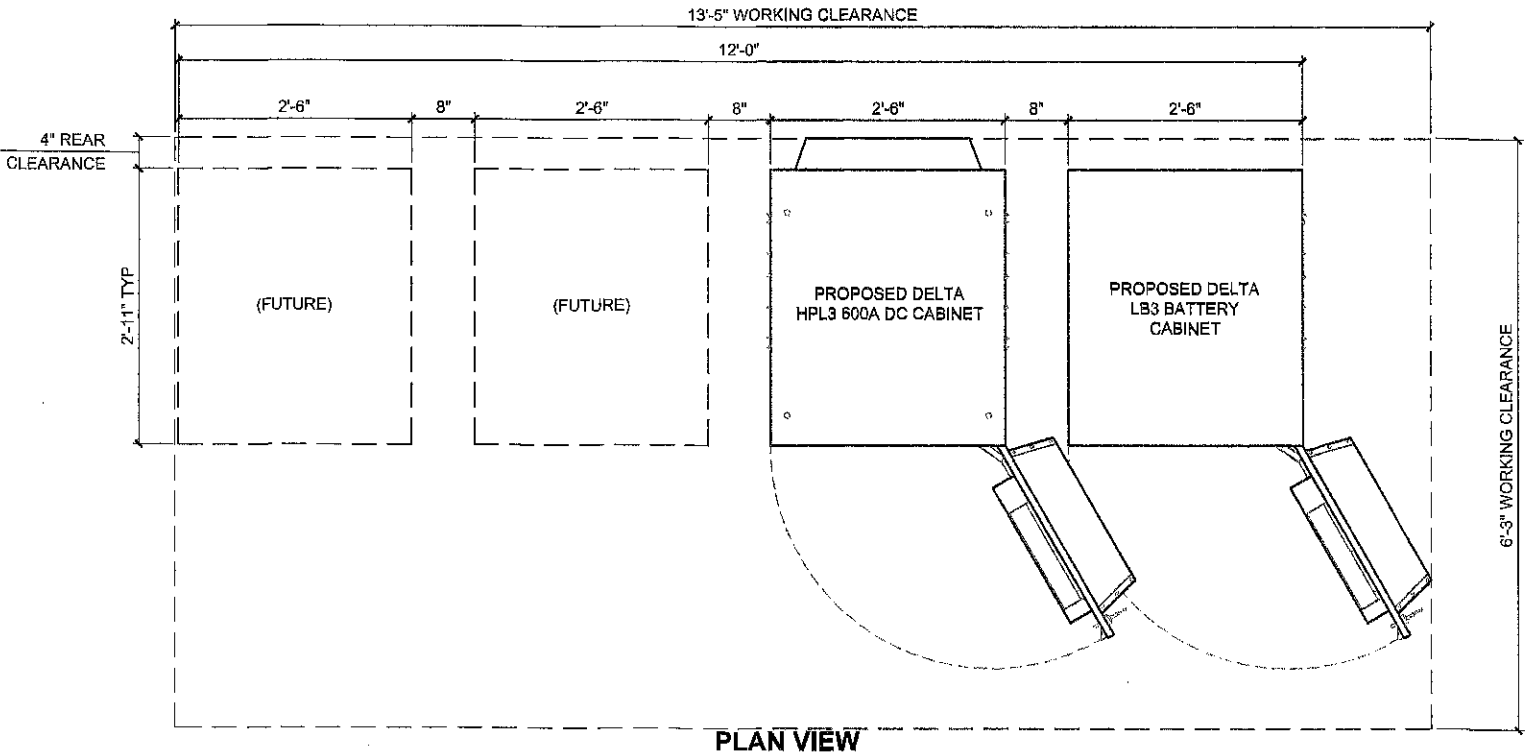
SKU# 33554 DELTA 6" PLINTH



FRONT VIEW



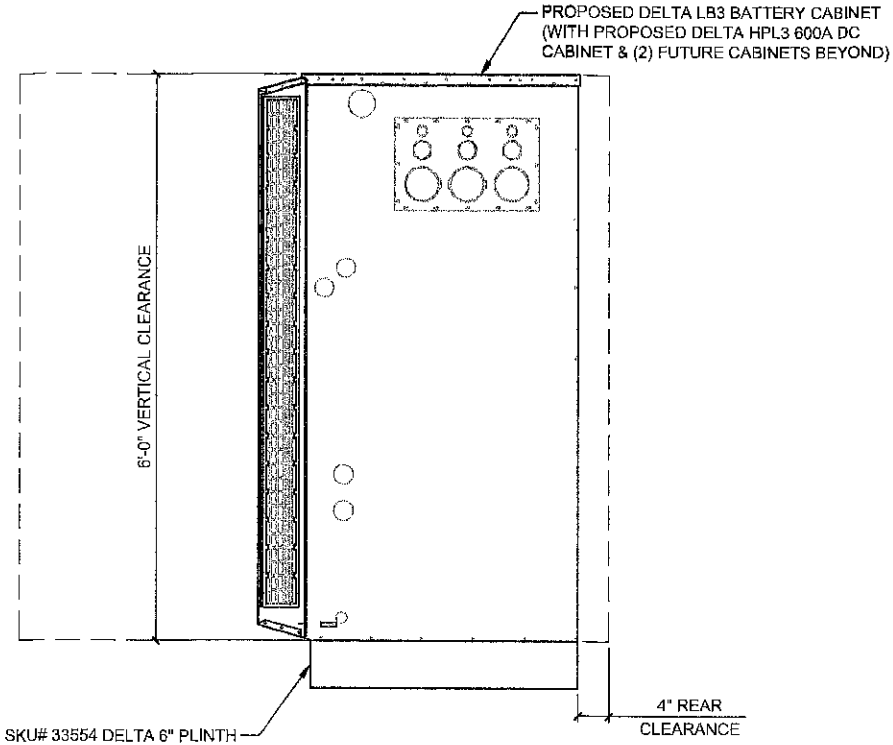
FRONT VIEW
(OPEN)



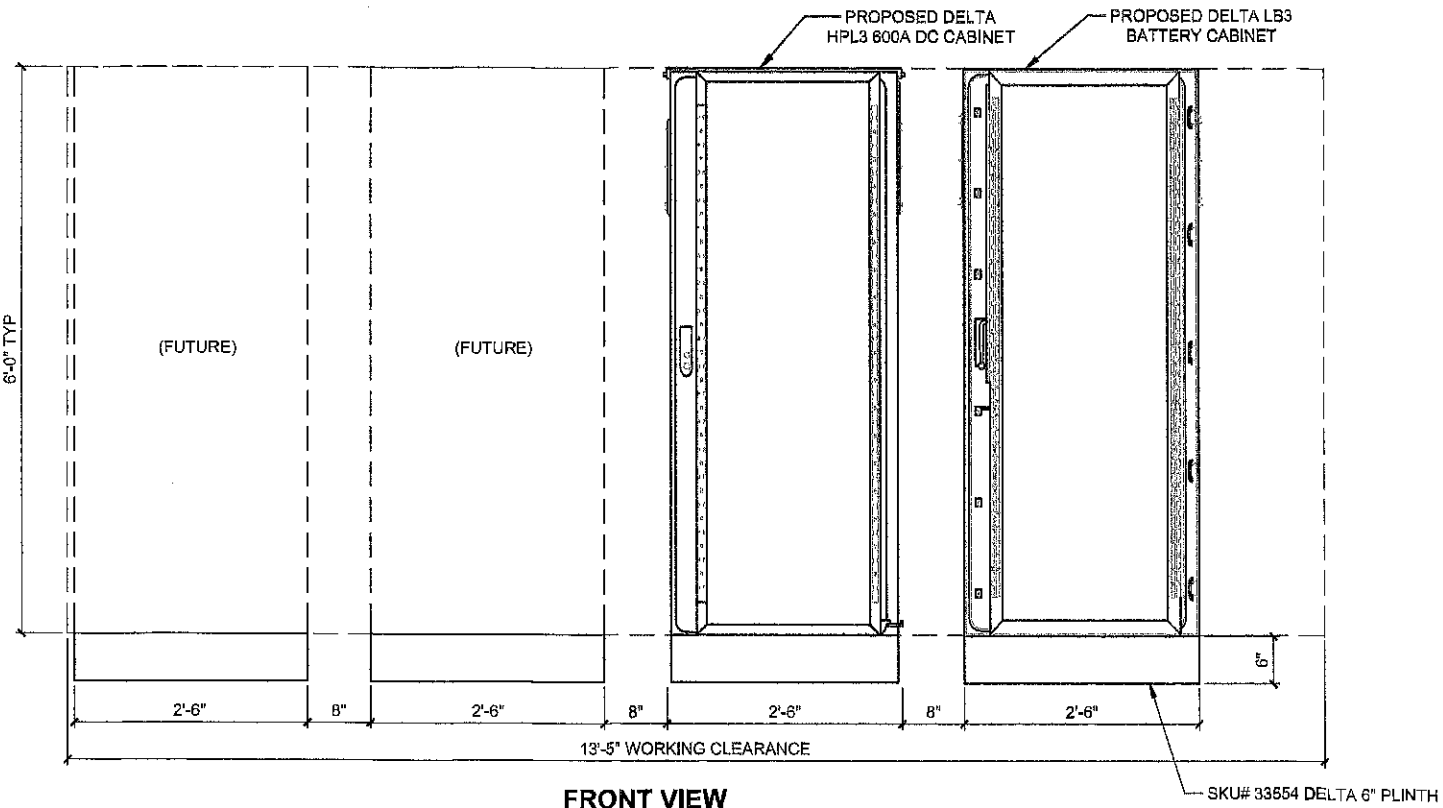
SKU# 33932 - DELTA LB3 BATTERY SUPPORT CABINET LAYOUT

22"x34" SCALE: N.T.S. 11"x17" SCALE: N.T.S.

1



SIDE VIEW



FRONT VIEW

SKU# 33932 - DELTA LB3 BATTERY SUPPORT CABINET LAYOUT

22"x34" SCALE: N.T.S. 11"x17" SCALE: N.T.S.

2

APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS
VILLAGE OF FOX POINT, WISCONSIN¹

Plan Commission (*confirmation requested*)
(3-year term)

William Langhoff (citizen member) (R)
John Crichton (citizen member) (R)

Water/Sewer Utility Committee (*confirmation requested*)
(1-year term)

Bill Kravit (trustee) (R)
Joel Been (citizen member) (R)

Fair Housing (*confirmation requested*)
(5-year term)

Joel Been (citizen member) (R)
Marilyn Franklin (citizen member) (R)

Administration Committee (*confirmation requested*)
(1-year term)

Eric Fonstad (trustee) (R)
Greg Ollman (trustee) (R)
Liz Sumner (trustee) (R)

Finance Committee (*confirmation requested*)
(1-year term)

Christine Symchych (trustee) (R)
Catie Knight (trustee)
Bill Kravit (trustee) (R)

Tree Commission (*confirmation requested*)
(3-year term)

Louise Petering (citizen member) (R)
Judy Shirley (citizen member) (R)
Ramsey Radakovich (citizen member) (R)

Audit Committee (*confirmation requested*)
(1-year term)

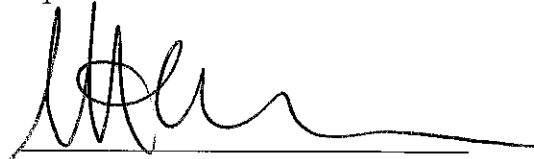
Christine Symchych (trustee) (R)
Bill Kravit (trustee) (R)
Catie Knight (trustee), replacing Marty Tirado
Terry Rindt (citizen member) (R)
Kenneth J. Wirth, Jr. (citizen member) (R)

Respectfully submitted,

Douglas H. Frazer
Village President

¹ (R) designates returning member.

This is to certify that the attached is true and correct list of bills due for a period from September 1-30, 2021, in the total amount of \$2,674,118.06. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on October 12, 2021.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 1
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	OCTOBER 2021	LIFE INSURANCE	09/09/2021	829.11	09/10/2021
Total 10-21520 GROUP LIFE:					829.11	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	SEPT 2021 ACCIDE	ACCIDENTAL	09/09/2021	45.80	09/10/2021
Total 10-21521 SUPPLEMENTAL PLANS:					45.80	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	SEPTEMBER 2021	POLICE DUES	09/14/2021	495.00	09/17/2021
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0902212	Deferred Comp NORTH SHORE	09/01/2021	1,575.00	09/03/2021
375	NORTH SHORE BANK, FSB	PR0916212	Deferred Comp NORTH SHORE	09/14/2021	1,575.00	09/17/2021
814	GREAT-WEST TRUST COMPAN	PR0902211	Deferred Comp WI DEFER - PRE	09/01/2021	4,374.14	09/03/2021
814	GREAT-WEST TRUST COMPAN	PR0902211	Deferred Comp WI DEFER - RO	09/01/2021	602.31	09/03/2021
814	GREAT-WEST TRUST COMPAN	PR0916211	Deferred Comp WI DEFER - PRE	09/14/2021	4,374.14	09/17/2021
814	GREAT-WEST TRUST COMPAN	PR0916211	Deferred Comp WI DEFER - RO	09/14/2021	652.31	09/17/2021
101991	VANTAGEPOINT TRANSFER AG	PR0902211	Deferred Comp ICMA-PRETAX	09/01/2021	1,016.43	09/03/2021
101991	VANTAGEPOINT TRANSFER AG	PR0916211	Deferred Comp ICMA-PRETAX	09/14/2021	1,016.43	09/17/2021
Total 10-21530 DEFERRED COMPENSATION:					15,185.76	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2519101	WORKERS COMP	09/22/2021	25,847.00	09/24/2021
Total 10-23000 WORKERS COMPENSATION:					25,847.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	20210902	BARTENDER	09/03/2021	7.00	09/10/2021
727	WI DEPT. OF JUSTICE	20210907	BARTENDER	09/09/2021	7.00	09/10/2021
Total 10-44120 LIQUOR/TOBACCO LICENSES:					14.00	
10-46310 CONSTRUC. EROSION CONTROL FEE						
1019	COLLIS-GEERS, JANE	1.056064	REFUND EROSION CONTROL	08/26/2021	400.00	09/03/2021
Total 10-46310 CONSTRUC. EROSION CONTROL FEE:					400.00	
10-46710 PAVILION RENTALS						
745	JOOS, MAGGIE	1.056530	DEPOSIT REFUND	09/08/2021	50.00	09/10/2021
1306	BELETE, MICHAEL	1.056517	REFUND PAVILION DEPOSIT	09/22/2021	50.00	09/24/2021
Total 10-46710 PAVILION RENTALS:					100.00	
10-51100-310 SUPPLIES/EXPENSES						
297	MAJESTIC ENGRAVING CORP.	60955	NAME PLATE	09/03/2021	42.50	09/10/2021
Total 10-51100-310 SUPPLIES/EXPENSES:					42.50	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	AUGUST 2021	DRIVER SUR/JAIL FEE	09/01/2021	210.00	09/03/2021
552	WISCONSIN, STATE OF - COUR	AUGUST 2021	AUGUST	09/01/2021	722.87	09/03/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 2
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51200-395 COUNTY COURT FEES:					932.87	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6048	VLG ATTORNEY	09/08/2021	7,068.80	09/10/2021
Total 10-51300-218 VILLAGE ATTORNEY:					7,068.80	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	08/24/201 JTP	PROSECUTOR	09/24/2021	625.00	09/24/2021
Total 10-51300-219 VILLAGE PROSECUTOR:					625.00	
10-51420-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	74444	BUSINESS CARDS	09/22/2021	80.00	09/24/2021
Total 10-51420-310 SUPPLIES/EXPENSES:					80.00	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	CD2008117	MAINTENANCE	09/16/2021	343.30	09/17/2021
Total 10-51440-233 EQUIPMENT MAINTENANCE:					343.30	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	156075	PROFESSION SERV/ INTERNET	08/31/2021	2,748.29	09/03/2021
Total 10-51530-210 CONTRACT SERVICES:					2,748.29	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	29908333	MONTHLY COPIER	08/26/2021	232.00	09/03/2021
265	GREATAMERICAN FINANCIAL S	30094835	MONTHLY COPIER	09/24/2021	232.00	09/24/2021
477	TAYLOR COMPUTER SERVICES	22272	MANAGED SERVICES	09/24/2021	619.85	09/24/2021
789	DO IT NOW CLEANING LLC	324	MONTHLY CLEANING	09/01/2021	1,583.37	09/03/2021
5778	OFFICE COPYING EQUIPMENT	AR144692	VLG HALL COPIES	09/03/2021	205.48	09/10/2021
5778	OFFICE COPYING EQUIPMENT	AR149296	VLG HALL COPIES	09/09/2021	136.54	09/17/2021
Total 10-51600-210 CONTRACT SERVICES:					3,009.24	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	08/23/2021	0702787382-00002	08/31/2021	90.54	09/03/2021
Total 10-51600-220 GAS-HEAT:					90.54	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	08/23/2021	0702787382-00002	08/31/2021	1,216.13	09/03/2021
Total 10-51600-221 ELECTRIC UTILITIES:					1,216.13	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	242466814	ACCOUNT #87619173	09/13/2021	.45	09/17/2021
5312	AT & T- VILLAGE	08/22/2021	414 351-8900 758 7	08/31/2021	63.50	09/03/2021
Total 10-51600-222 TELEPHONE UTILITIES:					63.95	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/21	129-9982-020	08/26/2021	809.65	09/03/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 3
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51600-223 WATER/SEWER UTILITIES:					809.65	
10-51600-234 VILLAGE HALL MAINTENANCE						
327	MENARD'S - MILWAUKEE	37252	MISC	08/27/2021	214.97	09/03/2021
360	NASSCO INC.	6042880	PAPER PRODUCTS	09/07/2021	48.59	09/10/2021
502	VILLAGE HARDWARE - VH	211336/1	BULB	09/16/2021	31.45	09/24/2021
892	SPECTRUM	09/07/21	8348 10 012 0042231 VLG	09/16/2021	8.76	09/17/2021
1127	J & H HEATING	W34184	REPAIR	09/07/2021	480.00	09/10/2021
1531	DEHLING VOIGHT INC	14761	REPAIR VH	08/27/2021	877.00	09/03/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					1,660.77	
10-51600-310 SUPPLIES/MISC EXPENSES						
1766	CONFLUENCE GRAPHICS	74443	ENVELOPES	09/22/2021	240.00	09/24/2021
5033	OFFICE DEPOT -US COMMUNIT	189975478001	37360205-VLG	09/09/2021	174.95	09/10/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					414.95	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000011059536	ACCOUNT 693002-000-8	09/09/2021	11.02	09/10/2021
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					11.02	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2519100	LWMMI	09/22/2021	24,366.00	09/24/2021
Total 10-51700-510 INSURANCE:					24,366.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	21	HEALTH INSURANCE REIMBUR	09/01/2021	481.12	09/03/2021
435	RIES, DANIEL	37	HEALTH	09/01/2021	839.15	09/03/2021
446	SCHELLING JUDITH	43499-SEPT 2021	HEALTH INSURANCE REIMB	09/13/2021	222.95	09/17/2021
548	WOJTANOWSKI, WILLIAM	5	MONTHLY DELTA VISION	09/01/2021	11.42	09/03/2021
638	KRIEFALL, DONALD A	65	HEALTH INSURANCE REIMBUR	09/01/2021	323.21	09/03/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,877.85	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	0821FPPD	INDV THERAPY	09/09/2021	200.00	09/10/2021
5152	JAMES IMAGING SYSTEMS, IN	1110061	POLICE DEPARTMENT	09/23/2021	66.98	09/24/2021
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					266.98	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	8/23/21	0702787382-00006	08/26/2021	2,148.25	09/03/2021
Total 10-52100-221 ELECTRIC UTILITIES:					2,148.25	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20210909OTA	8348 10 012 0041845 POLICE	09/09/2021	17.51	09/10/2021
2136	VERIZON WIRELESS	9887737451	786223225-00001 POLICE	09/16/2021	281.13	09/17/2021
2691	CENTURYLINK-BUSINESS SVC.	242488814	ACCOUNT #87619173	09/13/2021	.45	09/17/2021
2973	TIME WARNER CABLE	70433001090121	070433001	09/09/2021	911.34	09/10/2021
5312	AT & T- VILLAGE	08/22/2021	414 351-8900 758 7	08/31/2021	39.69	09/03/2021
Total 10-52100-222 TELEPHONE UTILITIES:					1,250.12	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 4

Report dates: 09/01/2021-09/30/2021

Oct 01, 2021 09:10AM

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	5/1-8/1/21	129-9982-030	08/26/2021	1,368.72	09/03/2021
Total 10-52100-223 WATER/SEWER UTILITIES:					1,368.72	
10-52100-233 EQUIPMENT MAINTENANCE						
2248	STOP-STICK LTD	0022258	STOP STICKS	09/23/2021	240.00	09/24/2021
2913	EMERGENCY MEDICAL PRODU	69548884	DEFIB PADS	08/31/2021	80.49	09/03/2021
5645	CNA SURETY	20210913	BOND RENEWAL	09/16/2021	30.00	09/17/2021
5839	LEXISNEXIS	1246411-20210831	MONTHLY FEE	09/03/2021	30.00	09/10/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					380.49	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	211069	SPRAY PAINT	08/31/2021	9.69	09/03/2021
1762	SOS ELECTRONICS	08050	REPAIR	09/09/2021	450.25	09/10/2021
Total 10-52100-234 BUILDING MAINTENANCE:					459.94	
10-52100-238 RADIO MAINTENANCE						
5794	WISCOMM LLC- WISCOMM.CO	16000	MICROPHONE	08/31/2021	60.00	09/03/2021
Total 10-52100-238 RADIO MAINTENANCE:					60.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1521795	NIEUWENHUIS	08/31/2021	145.94	09/03/2021
473	STREICHER'S	1521796	NIEUWENHUIS	08/31/2021	138.97	09/03/2021
473	STREICHER'S	1522098	ADAMAITIS	09/16/2021	71.60	09/17/2021
473	STREICHER'S	1523612	CM-OBREMSKI	09/16/2021	4.99	09/17/2021
909	THE UNIFORM SHOPPE OF GR	313348	FREEDY	09/03/2021	141.95	09/10/2021
Total 10-52100-330 CLOTHING ALLOWANCE:					503.45	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2822641	POLICE 10586-10586	09/16/2021	113.68	09/17/2021
Total 10-52100-334 JANITORIAL SUPPLIES:					113.68	
10-52100-335 SCHOOL EXPENSES						
654	THE OSTHOFF RESORT	47412	MCKENZIE 47412	09/16/2021	82.00	09/17/2021
727	WI DEPT. OF JUSTICE	12	REGISTRATION	08/31/2021	200.00	09/03/2021
1072	WISCONSIN SUPREME COURT	20211028EM	REGISTRATION FEE	09/03/2021	40.00	09/10/2021
Total 10-52100-335 SCHOOL EXPENSES:					322.00	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202137	OPERATING	09/24/2021	292,841.00	09/24/2021
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					292,841.00	
10-53100-233 GIS MAINTENANCE						
4	WEST ALLIS BLUE	156370	REPAIR/INSTALL	09/09/2021	427.00	09/24/2021
39	RUEKERT MIELKE, INC.	138145	GIS DATA MAINT	09/12/2021	803.00	09/24/2021
Total 10-53100-233 GIS MAINTENANCE:					1,230.00	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	11086	MAIL BOX PARTS	09/14/2021	290.64	09/17/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 5
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53200-400 MATERIALS:					290.64	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	09/01/2021	0702787382-00001	09/08/2021	193.09	09/10/2021
536	WE-ENERGIES	09/07/2021	0702787382-00013	09/13/2021	19.11	09/17/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					212.20	
10-53300-405 STREET MATERIALS						
4888	CARLIN SALES	3008508-00	SPURGE	09/01/2021	204.05	09/03/2021
5986	WSO GRADING & EXCAVATING	4124	TRUCKING	09/13/2021	629.50	09/17/2021
5986	WSO GRADING & EXCAVATING	4125	STONE/FILL	09/13/2021	2,844.25	09/17/2021
Total 10-53300-405 STREET MATERIALS:					3,877.80	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	847565	EARLY FILL	09/02/2021	6,763.57	09/10/2021
2995	AMERICAN MESSAGING	U1850150VI	AIRTIME	09/09/2021	172.84	09/17/2021
Total 10-53310-400 MATERIALS:					6,936.41	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	09/07/2021	0702787382-00005	09/13/2021	12.46	09/17/2021
536	WE-ENERGIES	09/07/2021	0702787382-00016	09/13/2021	17.88	09/17/2021
536	WE-ENERGIES	9/15/21	0702787382-00014	09/22/2021	17.33	09/24/2021
536	WE-ENERGIES	9/8/21	0702787382-00003	09/16/2021	19.90	09/17/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					67.57	
10-53620-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	1251514	RAKES	09/10/2021	306.24	09/17/2021
Total 10-53620-400 MATERIALS:					306.24	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000628-1996-6	MSW	09/08/2021	9,840.56	09/10/2021
102164	WI DNR	1	LICENSE RENEWAL 10204	09/21/2021	176.00	09/24/2021
Total 10-53630-370 LANDFILL FEES:					10,016.56	
10-53641-400 MATERIALS						
4888	CARLIN SALES	3008508-00	SPURGE	09/01/2021	500.00	09/03/2021
Total 10-53641-400 MATERIALS:					500.00	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0062446-2286-3	YARDWASTE	09/08/2021	2,672.73	09/10/2021
1298	WASTE MANAGEMENT OF WI-M	0062576-2286-7	YARDWASTE	09/22/2021	949.27	09/24/2021
Total 10-53642-400 MATERIALS:					3,622.00	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51839018	ARGON	08/27/2021	34.10	09/03/2021
1074	MATHESON TRI-GAS, INC	51852140	ACETYLENE	09/16/2021	34.10	09/24/2021
1766	CONFLUENCE GRAPHICS	74497	BUSINESS CARDS	09/23/2021	40.00	09/24/2021
2241	ITU ABSORB TECH, INC	7749126	SHOP	08/27/2021	11.71	09/03/2021
2241	ITU ABSORB TECH, INC	7753390	SHOP	08/27/2021	11.71	09/03/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 6
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2241	ITU ABSORB TECH, INC	7757578	SORBITS	08/26/2021	95.37	09/03/2021
2241	ITU ABSORB TECH, INC	7761543	SHOP	09/07/2021	11.71	09/10/2021
2241	ITU ABSORB TECH, INC	7765977	SHOP	09/16/2021	11.71	09/24/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					250.41	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	848765	MISC	08/27/2021	21.04	09/03/2021
43	AUTO PARTS & SERVICE	849414	MISC	08/27/2021	48.73	09/03/2021
43	AUTO PARTS & SERVICE	850382	MISC	09/07/2021	55.90	09/10/2021
52	BRAKE & EQUIPMENT	642269	MISC	09/16/2021	2.58	09/24/2021
368	MID-STATE EQUIPMENT	H78890	PARTS	09/07/2021	103.41	09/10/2021
547	ROLAND MACHINERY	40101646	LUBE SPIN	09/16/2021	123.96	09/24/2021
597	BROOKS TRACTOR INC.	M54045	MISC	09/07/2021	55.72	09/10/2021
597	BROOKS TRACTOR INC.	M54092	MISC	09/07/2021	55.66	09/10/2021
631	FACTORY MOTOR PARTS	13-1624370	BRAKE PADS	09/16/2021	78.22	09/24/2021
631	FACTORY MOTOR PARTS	13-1624567	BRAKE CALIPER	09/16/2021	115.97	09/24/2021
631	FACTORY MOTOR PARTS	160-113066	BRAKE CALIPERS	09/16/2021	561.74	09/24/2021
631	FACTORY MOTOR PARTS	160-113066	RA8402041	09/16/2021	313.60-	09/24/2021
631	FACTORY MOTOR PARTS	160-113211	FILTER	09/16/2021	1.87	09/24/2021
776	GRAINGER, INC.	9044409531	METER	09/16/2021	20.35	09/24/2021
899	CARPENTER TECHNOLOGY	2633	REPAIR	09/07/2021	786.00	09/10/2021
1293	SERVE IMPLEMENT CO., INC	8542	PARTS	09/16/2021	109.49	09/24/2021
1405	JX PETERBUILT- WAUKESHA	12155352P	STRAP	08/27/2021	115.62	09/03/2021
2696	WALT'S PETROLEUM SERVICE I	122355	SERVICE FUEL PUMPS	08/27/2021	257.84	09/03/2021
4389	BOBCAT PLUS, INC.	IB13949	PARTS	08/27/2021	56.26	09/03/2021
4777	BATTERIES PLUS -	P42510493	CHARGER	09/07/2021	12.54	09/10/2021
102169	TRUCK COUNTRY OF WISCON	X207041289:01	MISC PARTS	09/16/2021	159.30	09/24/2021
Total 10-53700-341 REPAIR PARTS:					2,428.60	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	849414	DEF	08/27/2021	62.94	09/03/2021
1337	HERBST OIL, INC	78286	FUEL	08/27/2021	1,810.70	09/03/2021
1337	HERBST OIL, INC	78287	FUEL	08/27/2021	2,889.66	09/03/2021
1337	HERBST OIL, INC	78288	FUEL	09/07/2021	1,638.11	09/10/2021
1337	HERBST OIL, INC	78289	FUEL	09/07/2021	1,450.81	09/10/2021
1337	HERBST OIL, INC	78890	FUEL	09/07/2021	1,408.00	09/10/2021
Total 10-53700-343 FUEL:					9,260.42	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	849849	OIL	08/27/2021	47.28	09/03/2021
43	AUTO PARTS & SERVICE	850382	OIL	09/07/2021	47.28	09/10/2021
Total 10-53700-344 OIL:					94.56	
10-53700-346 MISC DPW SHOP TOOLS						
43	AUTO PARTS & SERVICE	848926	SMALL TOOLS	08/27/2021	42.90	09/03/2021
5528	TODD A GAULKE AUTHORIZE D	09072171167	SMALL TOOLS	09/16/2021	899.01	09/24/2021
Total 10-53700-346 MISC DPW SHOP TOOLS:					941.91	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	08/23/2021	0702787382-00002	08/31/2021	90.54	09/03/2021
Total 10-53800-220 GAS UTILITIES:					90.54	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 7
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	08/23/2021	0702787382-00002	08/31/2021	1,216.13	09/03/2021
Total 10-53800-221 ELECTRIC UTILITIES:					1,216.13	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	08/22/2021	414 351-8900 758 7	08/31/2021	55.57	09/03/2021
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/21	129-9982-020	08/26/2021	809.65	09/03/2021
Total 10-53800-223 WATER/SEWER UTILITIES:					809.65	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9887498200	787000169-00001	09/02/2021	196.94	09/24/2021
Total 10-53800-224 CELL PHONES:					196.94	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7749128	DPW	08/27/2021	27.23	09/03/2021
2241	ITU ABSORB TECH, INC	7753392	DPW	08/27/2021	27.23	09/03/2021
2241	ITU ABSORB TECH, INC	7757580	TOWELS/MATS	08/26/2021	213.31	09/03/2021
2241	ITU ABSORB TECH, INC	7761545	DPW	09/07/2021	27.23	09/10/2021
2241	ITU ABSORB TECH, INC	7765979	DPW	09/16/2021	27.23	09/24/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					322.23	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9115883583	VEST	09/02/2021	135.69	09/10/2021
671	AIRGAS	9116881110	GLOVES	09/02/2021	72.72	09/10/2021
671	AIRGAS	9116881420	GLOVES	09/07/2021	59.78	09/10/2021
671	AIRGAS	9116881421	GLOVES/VEST	09/07/2021	283.44	09/10/2021
5691	CINTAS CORPORATION	5075670113	FIRST AID CABINET	09/16/2021	57.30	09/24/2021
5691	CINTAS CORPORATION	9143533512	FIRST AID CABINET	09/07/2021	1,633.98	09/10/2021
101685	FASTENAL COMPANY	WIGOV3692	MISC	09/07/2021	26.87	09/10/2021
Total 10-53800-333 SAFETY PROGRAM:					2,269.98	
10-54100-215 CONTRACT - HEALTH						
619	MADACC	MAY-AUGUST 2021	DOG/CAT LICENSE	09/01/2021	1.75	09/03/2021
Total 10-54100-215 CONTRACT - HEALTH:					1.75	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4867	LIBRARY OPERATIONS	09/24/2021	64,712.28	09/24/2021
Total 10-55100-210 CONTRACT SERVICES:					64,712.28	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	09/07/2021	0702787382-00011	09/13/2021	29.32	09/17/2021
Total 10-55440-220 GAS UTILITIES:					29.32	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	09/07/2021	0702787382-00010	09/13/2021	126.44	09/17/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 8
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-55440-221 ELECTRIC UTILITIES:					126.44	
10-55440-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/21	96-9961-000	08/26/2021	974.62	09/03/2021
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/21	96-9961-001	08/26/2021	98.06	09/03/2021
Total 10-55440-223 WATER/SEWER UTILITIES:					1,072.68	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	6042880	PAPER PRODUCTS	09/07/2021	48.60	09/10/2021
Total 10-55440-450 SKATE RINK MATERIALS:					48.60	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	89533	FORESTRY REQUESTS	08/31/2021	5,070.00	09/03/2021
Total 10-56100-125 FORESTRY CONSULTANT:					5,070.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	138145	GIS DATA MAINT	09/12/2021	1,028.25	09/24/2021
Total 21-53100-233 GIS MAINTENANCE:					1,028.25	
21-71000-400 MATERIALS						
2260	PORT A JOHN	1332456IN	MONTHLY FEE	09/01/2021	106.00	09/24/2021
2995	AMERICAN MESSAGING	U1850150VI	AIRTIME	09/09/2021	172.85	09/17/2021
Total 21-71000-400 MATERIALS:					278.85	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	09/07/2021	0702767382-00004	09/13/2021	66.20	09/17/2021
Total 21-72000-220 GAS UTILITIES:					66.20	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	09/07/2021	0702767382-00007	09/13/2021	27.35	09/17/2021
536	WE-ENERGIES	09/07/2021	0702767382-00004	09/13/2021	81.42	09/17/2021
Total 21-72000-221 ELECTRIC UTILITIES:					108.77	
21-72000-400 MATERIALS						
4777	BATTERIES PLUS -	P42510493	BACK UPS	09/07/2021	71.95	09/10/2021
Total 21-72000-400 MATERIALS:					71.95	
21-73000-226 MMSD CHARGES						
290	MMSD	170-21	MAY 01-JULY 31	09/01/2021	113,336.04	09/03/2021
Total 21-73000-226 MMSD CHARGES:					113,336.04	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9887498200	787000169-00001	09/02/2021	37.50	09/24/2021
102273	CIVIC SYSTEMS, LLC	2021 FALL	CONFERENCE	09/13/2021	20.00	09/17/2021
Total 21-73000-400 MATERIALS:					57.50	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 9
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	109230	PPII PROGRAM	08/26/2021	775.00	09/03/2021
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					775.00	
21-91000-866 STREET RECONSTRUCTION						
1033	ALL-WAYS CONTRACTORS INC.	4-2021	2021 ROAD & UTILITY	09/14/2021	16,120.00	09/24/2021
Total 21-91000-866 STREET RECONSTRUCTION:					16,120.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	109236	SANITARY STORM CIPP	08/26/2021	2,000.00	09/03/2021
1247	VISU-SEWER, INC.	1-2021	SANITARY SEWER REHAB	09/16/2021	122,256.19	09/24/2021
102047	GLOBE CONTRACTORS, INC.	2	SANITARY	09/03/2021	2,186.25	09/24/2021
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					126,442.44	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6677799-2275-2	MONTHLY RECYCLING	09/08/2021	22,163.00	09/10/2021
Total 22-53650-210 CONTRACT SERVICES:					22,163.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	9/8/21	0702787382-00012	09/16/2021	150.82	09/17/2021
Total 23-55420-220 GAS UTILITIES:					150.82	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/8/21	0702787382-00012	09/16/2021	17.33	09/17/2021
Total 23-55420-221 ELECTRIC UTILITIES:					17.33	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/21	129-9982-010	08/26/2021	2,371.22	09/03/2021
Total 23-55420-223 WATER/SEWER UTILITIES:					2,371.22	
23-55420-400 MATERIALS						
1345	AT & T U-VERSE	08/27/2021	313652188 POOL	09/08/2021	64.20	09/10/2021
5986	WSO GRADING & EXCAVATING	4125	STONE/FILL	09/13/2021	1,000.00	09/17/2021
Total 23-55420-400 MATERIALS:					1,064.20	
24-21545 STREET & SIDEWALK DEPT						
1170	BV TETZLAFF INC.	1 06449	BOND REFUND	09/01/2021	1,000.00	09/03/2021
Total 24-21545 STREET & SIDEWALK DEPT:					1,000.00	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	6046	VLG ATTORNEY	09/08/2021	523.30	09/10/2021
2256	SAFEBUILT	0079248-IN	INSPECTIONS	07/31/2021	561.12	09/03/2021
2256	SAFEBUILT	800081-IN	INSPECTIONS	08/31/2021	1,568.34	09/17/2021
2647	KWK ELECTRIC INC	11529	INSPECTION	09/20/2021	120.00	09/24/2021
Total 24-52400-210 CONTRACT SERVICES:					2,772.76	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9887498200	787000169-00001	09/02/2021	35.00	09/24/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 10
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 24-52400-224 CELL PHONES:					35.00	
25-53420-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	R9930	RENTAL	09/09/2021	394.58	09/17/2021
2966	HUMPHREY SERVICE PARTS, I	1251403	RAKES	09/09/2021	378.36	09/17/2021
5986	WSO GRADING & EXCAVATING	4125	STONE/FILL	09/13/2021	2,844.25	09/17/2021
Total 25-53420-400 MATERIALS:					3,618.19	
25-53420-483 LANDSCAPING						
4888	CARLIN SALES	3008666	ODOR MASK	09/07/2021	60.57	09/10/2021
Total 25-53420-483 LANDSCAPING:					60.57	
25-53640-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	1251403	RAKES	09/09/2021	500.00	09/17/2021
Total 25-53640-400 MATERIALS:					500.00	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9887498200	787000169-00001	09/02/2021	30.00	09/24/2021
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	138145	GIS DATA MAINT	09/12/2021	687.50	09/24/2021
Total 25-53800-233 GIS MAINTENANCE:					687.50	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	109235	GREENVALE STORM WATER	08/26/2021	17,861.18	09/03/2021
256	KAPUR & ASSOCIATES, INC.	109236	SANITARY STORM CIPP	08/26/2021	862.00	09/03/2021
447	TURZINSKI, JAMES OR MARY	9/3/21 AGREEMEN	TEMP EASEMENT FEE	09/13/2021	300.00	09/17/2021
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					19,023.18	
25-91500-846 STORM SEWER ASSESSMENTS						
256	KAPUR & ASSOCIATES, INC.	109249	DRAINAGE STUDY	08/26/2021	336.00	09/24/2021
256	KAPUR & ASSOCIATES, INC.	109483	DRAINAGE STUDY	09/17/2021	4,696.00	09/24/2021
Total 25-91500-846 STORM SEWER ASSESSMENTS:					5,032.00	
30-58100-312 BORROWING EXPENSE						
302	ASSOCIATED BANK	20764	SERIES 2019	08/26/2021	475.00	09/03/2021
Total 30-58100-312 BORROWING EXPENSE:					475.00	
30-58100-615 PAYMENT TO ESCROW AGENT						
302	ASSOCIATED BANK	20762	SERIES 2016A	08/26/2021	475.00	09/03/2021
302	ASSOCIATED BANK	20760	BOND SERIES 2012B	08/26/2021	475.00	09/03/2021
302	ASSOCIATED BANK	20761	SERIES 2015	08/26/2021	475.00	09/03/2021
302	ASSOCIATED BANK	20763	SERIES 2018	08/26/2021	475.00	09/03/2021
302	ASSOCIATED BANK	20765	BOND SERIES 2016B	08/26/2021	475.00	09/03/2021
302	ASSOCIATED BANK	20896	BOND SERIES 2011	09/01/2021	356.25	09/03/2021
302	ASSOCIATED BANK	21119	GENERAL OBLIGATION	09/24/2021	475.00	09/24/2021
302	ASSOCIATED BANK	21120	SERIES 2017	09/24/2021	475.00	09/24/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 11
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 30-58100-615 PAYMENT TO ESCROW AGENT:					3,681.25	
40-58100-680 DEBT ISSUANCE COST						
125	MOODY'S INVESTORS SERVIC	SERIES 2021(2021)	SERIES 2021	09/09/2021	10,524.60	09/10/2021
253	HUSCH BLACKWELL LLP	0823397-17	BOND COUNSEL	09/09/2021	3,967.20	09/10/2021
302	ASSOCIATED BANK	SERIES 2021 (2021	SERIES 2021	09/09/2021	253.37	09/10/2021
808	ROBERT W. BAIRD & CO	2021	SERIES 2021	09/09/2021	15,592.00	09/10/2021
Total 40-58100-680 DEBT ISSUANCE COST:					30,337.17	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	109229	ROAD AND UTILITY	08/26/2021	54.50	09/03/2021
256	KAPUR & ASSOCIATES, INC.	109259	LAKE DRIVE CONCEPTUAL DE	09/02/2021	24,793.00	09/24/2021
256	KAPUR & ASSOCIATES, INC.	109484	LAKE DRIVE CONCEPTUAL DE	09/17/2021	12,867.50	09/24/2021
535	MUNICIPAL LAW & LITIGATION	6048	VLG ATTORNEY	09/08/2021	618.00	09/10/2021
1033	ALL-WAYS CONTRACTORS INC.	4-2021	2021 ROAD & UTILITY	09/14/2021	499,556.37	09/24/2021
1073	WI DEPT. OF TRANSPORTATIO	3950000232231	DESIGN	09/01/2021	2,959.40	09/24/2021
Total 40-91500-801 STREET RESURFACING:					540,848.77	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	109234	ROAD AND UTILITY	08/26/2021	13,523.53	09/03/2021
256	KAPUR & ASSOCIATES, INC.	109237	BARNETT RAVINE	08/26/2021	6,048.60	09/03/2021
1033	ALL-WAYS CONTRACTORS INC.	2	2021 ROAD & UTILITY	07/29/2021	33,474.18	09/03/2021
1033	ALL-WAYS CONTRACTORS INC.	3	2021 ROAD & UTILITY	08/19/2021	255,553.25	09/03/2021
1033	ALL-WAYS CONTRACTORS INC.	4-2021	2021 ROAD & UTILITY	09/14/2021	141,678.00	09/24/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					450,277.56	
40-91600-824 TREE PLANTING						
617	JOHNSON'S NURSERY	MO-5247-1	TREES	08/27/2021	481.00	09/03/2021
Total 40-91600-824 TREE PLANTING:					481.00	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	89532	EAB	08/31/2021	130.00	09/03/2021
Total 40-91600-833 TREE REPLACEMENT:					130.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
983	MSA PROFESSIONAL SVCS, IN	R1795100304	SHORELINE REPAIRS	09/03/2021	6,960.96	09/24/2021
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					6,960.96	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202137	CAPITAL	09/24/2021	3,749.00	09/24/2021
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,749.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202137	DEBT	09/24/2021	11,816.00	09/24/2021
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					11,816.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	138145	GIS DATA MAINT	09/12/2021	793.25	09/24/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 12
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-53100-233 GIS MAINTENANCE:					793.25	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	65	MONTHLY	09/01/2021	20,946.20	09/03/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	806	OPERATIONS	09/08/2021	6,000.00	09/10/2021
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,000.00	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	N56650	WATER DEPT	08/30/2021	51.99	09/03/2021
474	CORE & MAIN LP	p524404	REP CLP	09/01/2021	977.36	09/24/2021
502	VILLAGE HARDWARE - VH	211199/1	WATER DEPT	09/02/2021	40.49	09/10/2021
959	ETNA SUPPLY	S104159703.001	MISC	09/01/2021	279.48	09/17/2021
1535	WISCONSIN UTILITY EXPOSUR	51494	WATERMAIN BREAK	09/02/2021	500.00	09/10/2021
2241	ITU ABSORB TECH, INC	7749127	WATER DEPT	08/27/2021	8.47	09/03/2021
2241	ITU ABSORB TECH, INC	7753391	WATER DEPT	08/27/2021	8.47	09/03/2021
2241	ITU ABSORB TECH, INC	7757579	WATER	08/27/2021	45.67	09/03/2021
2241	ITU ABSORB TECH, INC	7761544	WATER DEPT	09/07/2021	8.47	09/10/2021
2241	ITU ABSORB TECH, INC	7765978	WATER DEPT	09/16/2021	8.47	09/24/2021
2895	AMERICAN MESSAGING	U1850150VI	AIRTIME	09/09/2021	172.85	09/17/2021
5986	WSO GRADING & EXCAVATING	4125	STONE/FILL	09/13/2021	2,844.25	09/17/2021
101808	USA BLUEBOOK	704377	CURB BOX	08/23/2021	259.50	09/17/2021
101808	USA BLUEBOOK	709089	ADAPTER	08/26/2021	240.88	09/17/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					5,446.35	
50-81000-653 MAINTENANCE OF METERS						
502	VILLAGE HARDWARE - VH	211312/1	WATER DEPT	09/07/2021	23.39	09/17/2021
1074	MATHESON TRI-GAS, INC	0024096519	CARBON DIOXIDE	08/30/2021	30.93	09/24/2021
Total 50-81000-653 MAINTENANCE OF METERS:					54.32	
50-81000-680 DEBT ISSUANCE COSTS						
125	MOODY'S INVESTORS SERVIC	SERIES 2021(2021)	SERIES 2021	09/09/2021	2,975.40	09/10/2021
253	HUSCH BLACKWELL LLP	0823397-17	BOND COUNSEL	09/09/2021	14,032.80	09/10/2021
302	ASSOCIATED BANK	SERIES 2021 (2021	SERIES 2021	09/09/2021	71.63	09/10/2021
806	ROBERT W. BAIRD & CO	2021	SERIES 2021	09/09/2021	4,408.00	09/10/2021
Total 50-81000-680 DEBT ISSUANCE COSTS:					21,487.83	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	109234	ROAD AND UTILITY	08/26/2021	13,523.53	09/03/2021
535	MUNICIPAL LAW & LITIGATION	6048	VLG ATTORNEY	09/08/2021	2,790.20	09/10/2021
1033	ALL-WAYS CONTRACTORS INC.	2	2021 ROAD & UTILITY	07/29/2021	402,124.19	09/03/2021
1033	ALL-WAYS CONTRACTORS INC.	3	2021 ROAD & UTILITY	08/19/2021	199,179.87	09/03/2021
1033	ALL-WAYS CONTRACTORS INC.	4-2021	2021 ROAD & UTILITY	09/14/2021	128,794.75	09/24/2021
3252	MIDWEST METER INC.	0135376-IN	PARTS	08/27/2021	1,275.00	09/17/2021
Total 50-81000-800 CAPITAL OUTLAY:					747,687.54	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	09/08/21 VIDEO	VIDEO SURVEILLANCE	09/09/2021	24.94	09/10/2021
378	NORTH SHORE WATER COMMI	09/08/21 FILTER	FILTER UPGRADE	09/09/2021	144.35	09/10/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 09/01/2021-09/30/2021

Page: 13
Oct 01, 2021 09:10AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
378	NORTH SHORE WATER COMMI	09/08/21 IT	IT IMPROVEMENTS	09/09/2021	89.70	09/10/2021
Total 50-81000-844 NSWC CAPITAL PROJECTS:					258.99	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80073347	SERV UNIT	04/29/2021	150.10	09/17/2021
50	BADGER METER, INC.	80075288	SERV UNIT	05/28/2021	150.22	09/17/2021
50	BADGER METER, INC.	80077305	SERV UNIT	06/29/2021	152.08	09/17/2021
50	BADGER METER, INC.	80081123	SERV UNIT	08/30/2021	150.28	09/17/2021
Total 50-81000-903 SUPPLIES AND EXPENSE:					602.68	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9887498200	787000169-00001	09/02/2021	37.50	09/24/2021
102273	CIVIC SYSTEMS, LLC	2021 FALL	CONFERENCE	09/13/2021	20.00	09/17/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					57.50	
50-81000-928 REGULATORY COMMISSION EXPENSE						
175	PUBLIC SERVICE COMM. OF WI	2107-I-02090	ASSESSMENT	08/25/2021	566.33	09/03/2021
Total 50-81000-928 REGULATORY COMMISSION EXPENSE:					566.33	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	10/7/21-BEASLEY	WATER EXAM REVIEW	09/22/2021	100.00	09/24/2021
2385	WISCONSIN RURAL WATER AS	12/15/21 GONZALE	SAFETY TRAINING	09/17/2021	100.00	09/20/2021
2385	WISCONSIN RURAL WATER AS	12/15/21 NESS	SAFETY TRAINING	09/17/2021	100.00	09/20/2021
2385	WISCONSIN RURAL WATER AS	12/15/21-A WEST	EXCAVATION TRAINING	09/22/2021	100.00	09/24/2021
2385	WISCONSIN RURAL WATER AS	12/15/21-HOFMEIS	SAFETY TRAINING	09/17/2021	100.00	09/20/2021
2385	WISCONSIN RURAL WATER AS	12/15/21-WEST	SAFETY TRAINING	09/17/2021	100.00	09/20/2021
Total 50-81000-930 MISC GENERAL EXPENSE:					600.00	
Grand Totals:					2,674,118.06	

Date Approved: _____

Village Manager: _____

Village Board: _____

Municipal LAW

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

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

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SADIE R. ZURFLUH
LUCAS C. LOGIC

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

October 4, 2021

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

**Re: An Ordinance to Regulate Garbage Collection in Fox Point
First Draft**

Dear Mr. Botcher:

I received a request from you that I prepare an ordinance to regulate garbage collection in the Village. I have had an opportunity to carefully consider this matter.

Enclosed are two documents. One is a first draft of the ordinance regulating garbage collection in the Village that I have prepared for your consideration. It would replace current Village Ordinance §276-3 (Solid Waste Collection). The other document is a copy of current Village Ordinance §276-3.

I provide a summary overview of the draft ordinance beginning on the next page. Before beginning that overview however, I wanted to make several general comments.

Current Village Ordinance §276-3 (Solid Waste Collection) is contained in Chapter 276 of the Municipal Code. Chapter 276 is divided into two articles. Article I contains regulations addressing the collection and disposal of solid waste. Article I does not define any of the terms used in these regulations. Article II addresses recycling. Terms used in Article II are defined in Section 276-13.

Based on prior discussions, I have created this initial draft of a proposed Village Ordinance §276-3 intending to accomplish several goals. The proposed ordinance is intended to restrict garbage collection service to single-family and two-family residences. It is intended that all other properties, including institutional properties such as schools or multi-family residences of three units or larger would not be serviced by the Village. The proposed ordinance is also not intended to distinguish service based on the use of a single-family or a two-family residence as a CBRF or its status as a condominium unit. The draft ordinance also restricts the service to no more than three 32 gallon containers.

The draft ordinance is based in part on garbage collection ordinances in Racine and Wauwatosa. I looked at these ordinances for two reasons. First, each ordinance restricts the properties that each city provides garbage collection services for. Second, both ordinances have withstood legal challenges to their restricted collection practices. A challenge to Wauwatosa's collection practices was rejected in *Rubin v. City of Wauwatosa*, 116 Wis.2d 305, 342 N.W.2d

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
October 4, 2021
Page 2

451 (Ct. App. 1983). A challenge to Racine's collection practices was rejected in *Carpenter v. Commissioner of Public Works of City of Racine*, 115 Wis.2d 211, 218, 339 N.W.2d 608 (Ct. App. 1983). I discussed both cases in a prior letter.

Finally, though the draft ordinance is intended to repeal and replace current Village Ordinance §276-3, I have incorporated the provisions of the current ordinance in the enclosed draft. The first sentence of the current ordinance is contained in proposed subparagraph B(1)(a). The remaining text of the current ordinance is contained in proposed subparagraph B(1)(b).

OVERVIEW OF DRAFT ORDINANCE

The enclosed draft of proposed Village Ordinance §276-3 (Solid Waste Collection) is divided into two subsections. Subsection A creates a set of definitions applicable to proposed Village Ordinance §276-3. Subsection B contains the general garbage collection regulations.

Overview of Subsection A. Definitions

The definitions in Subsection A of proposed Village Ordinance §276-3 are new. Neither Article I of Chapter 276 nor current Village Ordinance §276-3 define terms used in the collection or disposal of solid waste. Several of the terms defined in Subsection A are taken from or adapted from the Racine garbage collection ordinance. I have also incorporated the definitions of "person" and "yard waste" contained in the Village's Recycling Ordinance to provide a consistent interpretation of these terms for both garbage and recycling collection.

Subsection A as currently drafted does not contain definitions for the terms "solid waste", "refuse" or "garbage". Ideally these terms would be defined either in the proposed ordinance or in a local rules or regulations authorized by the proposed ordinance. Additional discussion with Village staff would be helpful to determine what the definition of these terms should be and how any definition would impact the Village's garbage collection and disposal practices.

Various Village resources currently do contain definitions of one or more of these terms, though none are identical. The Village's recycling contract defines all three terms. The Village's website contains a fact sheet that identifies what comprises "garbage" or "municipal solid waste". The Village recycling ordinance does not define the terms "garbage" or "refuse," but defines "solid waste" in Village Ordinance §276-13 by incorporating the definition of that term found in Wis. Stats. §289.01(33). Wis. Stats. §289.01 contains definitions of the terms "garbage" and "refuse" in addition to its definition of "solid waste". All three statutory definitions are very broad.

Overview of Subsection B. Solid Waste Collection Regulations Generally

Subsection B of proposed Village Ordinance §276-3 contains the general collection regulations. It is divided into three paragraphs. Paragraph B(1) establishes the general rule that solid waste will be collected from single-family premises as defined in Subsection A. Paragraph B(2) provides that solid waste is not collected from non-residential premises as defined in Subsection A. The definition of non-residential premises in Subsection A is intended to include all properties except single-family premises. Finally, Paragraph B(3) authorizes the Village Manager or the Manager's designee to make rules for the regulation and administration of solid waste collection, removal, and disposal.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
October 4, 2021
Page 3

Paragraph B(1) is divided into four subparagraphs. As noted previously, proposed subparagraphs B(1)(a) and B(1)(b) contain the garbage collection regulations currently found in current Village Ordinance §276-3. Subparagraph B(1)(b) contains a list of items that currently cannot be placed for garbage collection. The Village Staff may want to review that list to determine whether it should be updated.

Subparagraph B(1)(c) addresses the disposal of yard waste. It references and incorporates the procedures currently set out in Village Ordinance §276-17(C).

Subparagraph B(1)(d) contains regulations applicable to the storage of solid waste. It generally provides that storage of solid waste shall conform with rules and regulations to be established by the Village Manager or the Manager's designee. Parts B(1)(d)1 and B(1)(d)2 identify who is responsible for providing storage containers and placing them for collection. Part B(1)(d)3 sets out regulations concerning the containers themselves, and authorizes the Village Manager or the Manager's designee to establish other regulations.

Effective Date. We discussed incorporating a delayed effective date, to allow time for those currently serviced, who's service will be discontinued, to make alternative arrangements. I have left the effective date blank at this time, to allow the extent of that deferral to be decided as a policy matter.

After review this letter and the first draft of a proposed new Village Ordinance §276-3, please contact me so we can discuss this further.

Very truly yours,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/MJM/em
Enclosure
cc: Kelly Meyer, Village Clerk

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 276-3 OF
THE VILLAGE OF FOX POINT MUNICIPAL CODE CONCERNING
SOLID WASTE COLLECTION

WHEREAS, under Wisconsin Statutes Section 61.34(1) the Village of Fox Point Village Board has broad powers to act for the government and good order of the Village, for its commercial benefit and for the health, safety, welfare, and convenience of the public; and

WHEREAS, Wisconsin Statutes Section 66.0405 further empowers the Village of Fox Point Village Board to remove ashes, garbage, and rubbish from such classes of places in the Village as the Village Board directs, including among others the authority to create districts within the Village, to provide for removal for certain districts only, and to apply different regulations to each removal district or class of property; and

WHEREAS, the Village Manager and Village staff have recommended for cost and efficiency reasons that the current Village policies on solid waste and rubbish removal be revised and updated and incorporated into the Village Municipal Code; and

WHEREAS, the Village Board of the Village of Fox Point has carefully reviewed the recommendation of the Village Manager and Village staff, and finds that the revised solid waste collection policy set out in this ordinance should result in cost savings to the Village and in increased efficiency in solid waste collection paid for by the Village; and

Based on the above, the Village Board of the Village of Fox Point finds that it is in the interest of the Village and the public that the Municipal Code of the Village of Fox Point be amended as provided below.

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

SECTION 1: Section 276-3 entitled "Solid Waste Collection" of Article I entitled "Collection and Disposal" of Chapter 276 entitled "Solid Waste" of the Municipal Code of the Village of Fox Point is repealed and recreated to read as follows:

Section 276-3. Solid Waste Collection

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

COMMERCIAL OR BUSINESS PREMISES

Means any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise, whether nonprofit or profitmaking in nature, except for purposes of this chapter, where such place, building and/or enterprise constitutes a single-family premises or multiple-family premises.

DWELLING UNIT

Means any habitable room or group of adjoining habitable rooms located within a building and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals, and is interchangeable with the word "household.

INSTITUTIONAL PREMISES

Means any institutional enterprise, including, but not limited to, hospitals, churches, schools, nursing homes, hotels, motels, and homes for the aging.

MULTIPLE-FAMILY PREMISES

Means all residential buildings having three or more dwelling units.

NON-RESIDENTIAL PREMISES

Means commercial or business premises, institutional premises and multifamily premises; but specifically excludes single-family premises.

PERSON

Has the meaning specified in Village Ordinance §276-13.

PREMISES

Means a plotted lot or part thereof or an unplotted lot or parcel of land or plot of land, either occupied or unoccupied by any dwelling or nondwelling structure.

SINGLE-FAMILY PREMISES

Means a residential building containing a single-family dwelling unit. For the purposes of this section, any one-dwelling unit residential building or two-dwelling unit residential building shall fall into this category, and each dwelling unit shall be regarded as a single-family dwelling unit.

YARD WASTE

Has the meaning specified in Village Ordinance §276-13.

B. Solid waste collection regulations generally.

(1) Solid waste shall be collected from single-family premises as defined in this section, provided such waste is properly prepared, contained, stored and located in conformance with this section and the rules and regulations established by the Village Manager or the Manager's designee.

- (a) The Village collection of solid waste from properties within the Village is restricted to collection of rubbish, yard waste and recyclables.
- (b) The following items, in any form, shall be prohibited, and shall not be placed for collection by any person or entity:
 - 1. Appliances, generally referred to as "white goods," including refrigerators, stoves, washers, dryers, dishwashers, water heaters, microwaves, humidifiers, dehumidifiers, televisions, stereos, stereo components, and any and all types of computer equipment or other electronics.

2. Tires.
3. Hazardous materials.
4. Construction materials having an approximate mass in excess of one cubic yard.
5. Scrap metal materials.
6. Lawn clippings.
7. Synthetic motor oils.
8. Waste oil.
9. Latex and oil paints.
10. Soil, dirt, concrete, stones, rocks, blocks, and concrete block.
11. Vehicle batteries.

(c) Yard waste shall be collected as set out in Section 276-17(C) of this Chapter.

(d) Storage of solid waste shall conform with the rules and regulations concerning preparation, storage and collection established by the Village Manager or the Manager's designee.

1. The owner and/or occupant of each dwelling unit shall be responsible for the proper and sanitary storage of all solid waste accumulated at that dwelling unit and placing the solid waste out for collection in appropriate containers until solid waste is collected by the Village.
2. The occupant of each one-dwelling unit residential building and the owner of each two-dwelling unit residential building shall provide containers of an approved type sufficient to receive all solid wastes generated by that premises between the times of collection.
3. Containers shall conform to regulations established by the Village Manager or the Manager's designee. In addition, the containers shall be regulated as follows:
 - a. The maximum number of containers that may be placed for collection shall be no more than three containers per dwelling unit. The maximum size shall be no greater than 32 gallons. The Village will not collect solid waste from a dwelling unit or premises placing containers for collection that exceed the maximum size or maximum number unless the owner and/or occupant of the premise/dwelling unit contacts the Village and schedules a special pick-up.
 - b. Containers shall be durable, rust resistant, nonabsorbent, watertight, rodentproof, disposable or easily cleaned with close-fitted fly-tight covers. The containers shall be made of metal, plastic or other suitable

materials having adequate handles or bails to facilitate handling. No dumpsters or roll-off containers or containers exceeding 32 gallons are permitted.

- c. All containers for the storage of solid waste shall be maintained in such a manner as to prevent the creation of a nuisance or menace to public health.
- d. Any and all containers deemed defective or otherwise inadequate by the Village Manager or the Manager's designee must be replaced within one week's time following proper notification by the Village Manager or the Manager's designee. Any defective container not replaced subsequent to the proper notification shall be confiscated by the Village.

(2) Solid waste shall not be collected by the Village from non-residential premises as defined in this section.

(3) The Village Manager or the Manager's designee is hereby authorized to make reasonable rules for the regulation and administration of solid waste collection, removal and disposal. Such rules shall be available to the public at the office of the Village Clerk and as otherwise directed by the Village Manager or the Manager's designee.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect on _____, 20____, following passage and posting or publication as provided by law.

Dated this _____ day of _____, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL
ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO
§66.0703, STATS.

The Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO
RESOLVE AS FOLLOWS:

SECTION 1: INTENT TO LEVY SPECIAL ASSESSMENTS

1. The Village Board hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Certain paving of portions of a private road. This work arose in conjunction with certain utility work conducted by the Village of Fox Point, but the cost of the utility work was not assessed, only costs attributable to the private road work will be assessed.

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

The assessment district includes all of the following properties in the Village of Fox Point:

- A. 1447 East Goodrich Lane
- B. 1449 East Goodrich Lane
- C. 1450 East Goodrich Lane
- D. 1451 East Goodrich Lane

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

4. The Village Board hereby determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the Village and its inhabitants.

5. The Village Director of Public Works, along with the Village's contracted engineer for this project, shall prepare a report which shall consist of:

- A. Final plans and specifications for the improvements.
- B. The entire cost of the proposed improvements.
- C. A schedule of the proposed assessments.
- D. A statement that the property against which the assessments are proposed is benefited.

6. When the report is completed, the Village engineer shall file a copy of the report with the Village Clerk for public inspection.

7. The Village Board intended to proceed with the foregoing public work and improvements upon the voluntary cooperation and participation of the affected property owners. This required that the affected property owners allow Village staff and Village contractors to enter their private property, with all necessary vehicles and equipment, in order to perform the necessary work, and that the affected property owners sign any necessary documents to allow this entry. It also required that the affected property owners accept the imposition of costs for this work as an assessment against their property, by a waiver of special assessment pursuant to Section 66.0703(7)(b) Wisconsin Statutes. If this complete cooperation of the affected property owners was not procured, the Village is required to meet the notice and hearing requirements of the Wisconsin Statutes Section 66.0706(7)(a). The notice and hearing requirements of Wisconsin Statutes Section 66.0703(7)(a) are not applicable to this assessment if the affected property waived said requirements.

8. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined by the Village Board and shall be incorporated in the final resolution in this matter.

SECTION 2: SEVERABILITY.

The several sections of this resolution 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 resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this _____ day of _____, 20_____.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL
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§66.0703, STATS.

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RESOLVE AS FOLLOWS:

SECTION 1: INTENT TO LEVY SPECIAL ASSESSMENTS

1. The Village Board hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Certain replacement of lead water lateral lines which serve properties in the Village of Fox Point. This work arose in conjunction with certain utility work conducted by the Village of Fox Point, but the cost of the utility work will not be assessed, only the costs attributable to the lead water lateral lines will be assessed.

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

The assessment district includes all of the following properties in the Village of Fox Point:

- A. 6427 North Santa Monica Boulevard
- B. 6429 North Santa Monica Boulevard
- C. 6435 North Santa Monica Boulevard
- D. 6445 North Santa Monica Boulevard
- E. 8330 North Regent Road

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

4. The Village Board hereby determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the Village and its inhabitants.

5. The Village Director of Public Works, along with the Village's contracted engineer for this project, shall prepare a report which shall consist of:

- A. Final plans and specifications for the improvements.
- B. The entire cost of the improvements.
- C. A schedule of the proposed assessments.
- D. A statement that the properties against which the assessments are proposed are benefited.

6. When the report is completed, the Village engineer shall file a copy of the report with the Village Clerk for public inspection.

7. The Village Board intended to proceed with the foregoing public work and improvements upon the voluntary cooperation and participation of the affected property owners. This required that the affected property owners allow Village staff and Village contractors to enter their private property, with all necessary vehicles and equipment, in order to perform the necessary work, and that the affected property owners sign any necessary documents to allow this entry. It also required that the affected property owners accept the imposition of costs for this work as an assessment against their property, by a waiver of special assessment pursuant to Section 66.0703(7)(b) Wisconsin Statutes. If this complete cooperation of the affected property owners was not procured, the Village is required to meet the notice and hearing requirements of the Wisconsin Statutes Section 66.0706(7)(a). The notice and hearing requirements of Wisconsin Statutes Section 66.0703(7)(a) are not applicable to this assessment if the affected property waived said requirements.

8. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined by the Village Board and shall be incorporated in the final resolution in this matter.

SECTION 2: SEVERABILITY.

The several sections of this resolution 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 resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this _____ day of _____, 20_____.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL
ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO
§66.0703, STATS.

The Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO
RESOLVE AS FOLLOWS:

SECTION 1: INTENT TO LEVY SPECIAL ASSESSMENTS

1. The Village Board hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Certain replacement of sanitary sewer riser pipes to properties located in the Village of Fox Point. This work arises in conjunction with certain utility work to be conducted by the Village of Fox Point, but the cost of the utility work will not be assessed, only the costs attributable to the replacement of the sanitary sewer riser pipes will be assessed.

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

The assessment district includes all of the following properties in the Village of Fox Point:

- A. 101 East Bradley Road
- B. 1601 East Dean Road
- C. 1604 East Dean Road
- D. 7908 North Boyd Way
- E. 7909 North Boyd Way
- F. 1112 East Goodrich Lane
- G. 8273 North Gray Log Lane

H. 7242 North Longacre Road

I. 7025 North Fairchild Circle

J. 7860 North Fairchild Road

K. 7861 North Fairchild Road

L. 215 East Cherokee Circle

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

4. The Village Board hereby determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the Village and its inhabitants.

5. The Village Director of Public Works, along with the Village's contracted engineer for this project, shall prepare a report which shall consist of:

- A. Final plans and specifications for the improvements.
- B. The entire cost of the improvements.
- C. A schedule of the proposed assessments.
- D. A statement that the property against which the assessments are proposed is benefited.

6. When the report is completed, the Village engineer shall file a copy of the report with the Village Clerk for public inspection.

7. The Village Board intended to proceed with the foregoing public work and improvements upon the voluntary cooperation and participation of the affected property owners. This required that the affected property owners allow Village staff and Village contractors to enter their private property, with all necessary vehicles and equipment, in order to perform the necessary work, and that the affected property owners sign any necessary documents to allow this entry. It also required that the affected property owners accept the imposition of costs for this work as an assessment against their property, by a waiver of special assessment pursuant to Section 66.0703(7)(b) Wisconsin Statutes. If this complete cooperation of the affected property owners was not procured, the Village is required to meet the notice and hearing requirements of the Wisconsin Statutes Section 66.0706(7)(a). The notice and hearing requirements of Wisconsin Statutes Section 66.0703(7)(a) are not applicable to this assessment if the affected property waived said requirements.

8. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined by the Village Board and shall be incorporated in the final resolution in this matter.

SECTION 2: SEVERABILITY.

The several sections of this resolution 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 resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this _____ day of _____, 20_____.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer



To: Village Board

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

cc: Kelly Meyer, Village Clerk-Treasurer

Date: October 6, 2021

Re: Associated Appraisal contract

As our contract with the assessor expires this year, we have been working on a new extension. It is included in your packet.

Following receipt of the original proposal, I requested some modifications; following; I asked Mr. Larson to review and he made two comments, which are in your packet. I personally do not consider them significant in our situation.

Should the Board disagree, we can set it aside and I can work on these two items prior to November.

Thank you.

Municipal LAW

& LITIGATION GROUP

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

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
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SADIE R. ZURFLUH
LUCAS C. LOGIC

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

October 6, 2021

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

**Re: Associated Appraisal Consultants Contract
Legal Review**

Dear Mr. Botcher:

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

I hereby approve the form of the same, subject to the following comments, questions, concerns and recommendations in this regard:

1. Many of the comments I provided in my September 1, 2021, letter have been addressed in this draft of the Contract. I will repeat a few comments noted previously, to ensure these are acceptable as a policy matter.
 - a. In Section I.G. "Board of Review Attendance" the 8-hour time limit for the Assessor to provide testimony for each parcel being appealed to the Department of Revenue (DOR) or a Circuit Court is still included.
 - b. In Section I.J. "Availability" the time the Assessor shall be available to attend Village Board meetings has been increased from 2 to 4 hours. In the previous contract there was not a time limit for these services.

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/BTC/em
cc: Kelly Meyer, Village Clerk

CONTRACT FOR ASSESSMENT SERVICES

Prepared for the
Village of Fox Point
Milwaukee County

By

***Associated Appraisal
Consultants, Inc.***



**Appleton Office
W6237 Neubert Road
Appleton, WI 54913
Phone (920) 749-1995/Fax (920) 731-4158**

**P.O. Box 291
Greenville, WI 54942-0291**

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
Hurley, WI 54534

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Village of Fox Point, Milwaukee County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over the term of the contract years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **ASSESSMENT NOTICES.** A notice of assessment shall be mailed for each taxable parcel or property whose assessed value has changed from the previous year. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail. The cost of postage shall be borne by the Assessor. In the event that the Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the postage costs of certified mail.

E. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

F. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes

and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue; postage and mailing services are at the Assessor's expense.

G. BOARD OF REVIEW ATTENDANCE. Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal beyond the Board of Review to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract outlining additional compensation and scope of work will be required. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

H. PERSONAL PROPERTY ASSESSMENTS. The Assessor shall prepare and distribute annual personal property statements to all businesses; postage and mailing services are at the Assessor's expense. Each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

I. PUBLIC REQUESTS. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including sec. 70.35(3) Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats. regarding income and expense information provided to the assessor and board of review; and sec. 77.265, Wis. Stats., regarding the real estate transfer return. The attached Public Records Contract Terms are attached hereto as Appendix B and incorporated herein by reference.

J. AVAILABILITY. The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend Village meetings at the request of the Municipality for up to four (4) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond four (4) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

II. ITEMS TO BE PROVIDED BY MUNICIPALITY

A. MEETING SPACE. Municipality shall furnish a suitable space in which to hold the Open Book Conference and the Board of Review at no cost to the Assessor.

B. ACCESS TO RECORDS. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

C. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

D. **POSTAGE COSTS.** Assessor shall be responsible for the cost of postal services associated with this Contract. This cost includes, but is not limited to, a general informational mailing, written requests to view property, notices of assessment, and mailing of documents such as maps and assessment rolls. In the event that Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the postage costs of certified mail.

III. GENERAL REQUIRMENTS

A. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of Village Assessor as per Wisconsin Statutes secs. 61.19 and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office.

B. **INDEMNITY AND CLAIMS.** Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on alleged intentional or negligent acts or omissions of Assessor, or its employees, agents or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law. The Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities based on an alleged excessive assessment of property or an unlawful tax claim, except claims and liabilities based on alleged intentional or negligent acts or omissions of Assessor, or its employees, agents or representatives.

C. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

D. **ASSIGNMENT OF CONTRACT.** Assessor will not assign, subcontract or transfer this Contract or any part of this Contract without written approval from the Municipality.

E. ASSESSOR PROVIDED INSURANCE. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit \$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.
- 4) Assessor shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of Assessor, its agents or employees in the execution of work. Assessor shall be responsible for any and all of its agents and employees, whether within or without the scope of employment, while performing acts under the terms of this Contract. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality, listing the Village of Fox Point as an additional insured.

F. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

G. **PUBLIC RELATIONS.** During the course of the performance of this Contract, Assessor shall carry on a suitable program of public information in a manner dictated by experience to be most effective and productive, and such nature that will allow the Municipality to actively participate. During a revaluation year, this program shall include a general mailing to all property owners with information regarding the process. If necessary, the program shall include the furnishing of speakers, holding press conferences and preparing press releases. Upon written request, Assessor agrees to meet with the governing body of the Municipality to discuss areas of work such as public relations, procedures, progress, valuation and concerns.

IV. **TERM AND TERMINATION**

A. **TERM.** The term of this Contract is for the **2022, 2023, 2024, 2025 and 2026** assessment year(s). The Assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review except during an interim market update revaluation year which shall be extended until October 30. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

D. **SEVERABILITY.** If any provision of this Contract shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Contract, but the whole Contract shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.

E. **AUTOMATIC RENEWAL.** This Contract will automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

F. **NOTICES.** All notices, required to be sent, to the Assessor shall be sent to the following address:

Greg Jonas, CEO
Associated Appraisal Consultants, Inc.
P.O. Box 291
Greenville, WI 54942-0291

All notices, required to be sent, to the Municipality shall be sent to the following address:

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

V. **COMPENSATION**

- A. The Municipality shall pay the Assessor **Thirty-Three Thousand Dollars (\$33,000.00 - Maintenance)** for 2022, **Forty-Four Thousand Dollars (\$44,000.00 - Interim Market Update)** for 2023, **Thirty-Three Thousand Five Hundred Dollars (\$33,500.00 - Maintenance)** for 2024, **Thirty-Four Thousand Dollars (\$34,000.00 - Maintenance)** for 2025, and **Forty-Five Thousand Dollars (\$45,000.00 - Interim Market Update)** for the 2026 assessment year(s) for assessment services through December 31, 2026.
- B. **Time of Payment.** The compensation due the Assessor shall be paid in monthly installments throughout the 2022, 2024, and 2025 maintenance assessment year(s). During the Interim Market Update revaluation assessment years of 2023 and 2026, payment shall be made on a monthly basis for services and expenses incurred during the previous month, with such monthly invoices reflecting the percentage of work completed, less 5 percent retained by the Municipality until completion of assessment work and final adjournment of the Board of Review. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291.
- C. The Municipality shall not be billed for postage and mailing services, mileage or supplies unless otherwise specified in this Contract and/or addenda.
- D. **Renewal Adjustments:** A cost of living adjustment of not more than three percent (3.0%) may be applied on an annual basis for each year of automatic renewal after 2026.
- E. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.
- F. **Optional Website Posting.** The Municipality shall have the option to post their assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 2,660 = \39.90) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
***** Please initial yes or no to post data to the website. *****
Yes ____ No ____

VI. **SIGNATURES**



Mark Brown
President
Associated Appraisal Consultants, Inc.

09/08/2021
Date

Authorized Signature
Village of Fox Point

Date

APPENDIX B

Public Records Responsibilities Contract Terms

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

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



To: Village Board
From: Scott A. Botcher, Village Manager *SAB*
cc: Chief Freedy; FPPPA
Date: October 6, 2021
Re: FPPPA Collective Bargaining Agreement

Enclosed in your packet is a proposed 3-year agreement between the Village and the FPPPA. Not much of significance has changed, but those changes are:

- Salary increases of 2.25%, 2.25%, and 2% over the three-year term. (Comparable with our neighbors)
- The contract puts into the collective bargaining agreement our existing sidebar agreement relating to recruits attending the academy for basic training.
- It reduces the accumulated compensatory time eligible to be carried over from overtime to 80 hours from 125 hours.
- It allows a shift commander to have less than 3 years seniority in the Department.
- It modifies the vacation schedule to match the other Village employees.
- It provides FPPPA members any new holiday which may be given to the regular employees in the future.

All in all, the negotiations were very cordial and brief, and I appreciate the positive relationship enjoyed by both the the FPPPA and the Village. The FPPPA has unanimously approved this tentative agreement already.

We have included a closed session item for this item should the Board choose to discuss this agreement. If not, you may act in open session as indicated and I recommend your approval.

Thank you.

Agreement between the

VILLAGE OF FOX POINT

And the

FOX POINT PROFESSIONAL POLICEMEN'S

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION

~~2019-2021~~

2022-2024

TABLE OF CONTENTS

	PAGE
ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – TERM.....	1
ARTICLE 4 – SALARY	1
ARTICLE 5 – HOURS	3
ARTICLE 6 – COMPENSATORY TIME	3
ARTICLE 7 – ADDITIONAL COMPENSATION	4
ARTICLE 8 – CLOTHING ALLOWANCE.....	7
ARTICLE 9 – DUTY EXCHANGES	9
ARTICLE 10 – SHIFT SELECTION.....	9
ARTICLE 11 – SENIORITY	10
ARTICLE 12 – GROUP LIFE INSURANCE.....	10
ARTICLE 13 – PAID HOLIDAYS.....	11
ARTICLE 14 – VACATIONS.....	11
ARTICLE 15 – WORKER'S COMPENSATION	13
ARTICLE 16 – SICK LEAVE	14
ARTICLE 17 – BEREAVEMENT LEAVE.....	16
ARTICLE 18 – JURY DUTY	16
ARTICLE 19 – PROBATIONARY PERIOD/DISCIPLINE	16
ARTICLE 20 – PENSION CONTRIBUTION.....	17
ARTICLE 21 – HEALTH INSURANCE.....	17
ARTICLE 22 – GRIEVANCE PROCEDURE.....	18
ARTICLE 23 – MANAGEMENT CLAUSE	20
ARTICLE 24 – FALSE ARREST LIABILITY	20
ARTICLE 25 – THIRD SHIFT ASSIGNMENTS	20
ARTICLE 26 – DUES DEDUCTION.....	21
ARTICLE 27 – AUTOMOBILE AND MEAL ALLOWANCE.....	22
ARTICLE 28 – DEFERRED COMPENSATION PLAN	22
ARTICLE 29 – GENERAL WORK RULES	232
ARTICLE 30 – DRUG AND ALCOHOL TESTING.....	232
ARTICLE 31 – SEVERABILITY	27
ARTICLE 32 – LONG-TERM DISABILITY INSURANCE.....	287
ARTICLE 33 – TERM OF AGREEMENT	288

ARTICLE 1 – AGREEMENT

Section 1.01: This Agreement is entered into as of the first day of January 2019 by and between the VILLAGE OF FOX POINT, WISCONSIN, hereinafter referred to as the "Village," and the WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION, for and on behalf of its affiliate local, the FOX POINT PROFESSIONAL POLICEMEN'S ASSOCIATION, hereinafter referred to as the "Association."

ARTICLE 2 – RECOGNITION

Section 2.01: The Village hereby recognizes the Association as the exclusive bargaining agent for all of the regular full-time and regular part-time employees with powers of arrest in the Village of Fox Point Police Department, excluding confidential, supervisory and managerial employees.

ARTICLE 3 – TERM

Section 3.01: This Agreement shall be effective on January 1, 2019 22 shall remain in full force and effect until and including December 31, 2024 4

ARTICLE 4 – SALARY

Section 4.01: The salary schedule for January 1, 2016 22 through December 31, 2017 24 shall be as follows:

Effective January 1, 2021 (2% Increase)

PATROL OFFICER

1st Year	\$59,728.35	\$4,977.36	\$29.15
2nd Year	\$66,817.89	\$5,568.16	\$32.61
3rd Year	\$73,845.96	\$6,153.83	\$36.04
4th Year	\$80,833.05	\$6,736.09	\$39.45

INVESTIGATOR	\$85,750.65	\$7,145.89	\$41.85
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Effective January 1, 2022 (2.25% Increase)

<u>PATROL OFFICER</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>HOURLY</u>
1 st Year	\$61,072.24	\$5,089.35	\$29.81
2 nd Year	\$68,321.29	\$5,693.44	\$33.34
3 rd Year	\$75,507.49	\$6,292.29	\$36.85
4 th Year	\$82,651.79	\$6,887.65	\$40.34
INVESTIGATOR	\$87,680.04	\$7,306.67	\$42.79

Effective January 1, 2023 (2.25% Increase)

PATROL OFFICER			
1 st Year	\$62,446.37	\$5,203.86	\$30.48
2 nd Year	\$69,858.52	\$5,821.54	\$34.09
3 rd Year	\$77,206.41	\$6,433.87	\$37.68
4 th Year	\$84,511.46	\$7,042.62	\$41.25
INVESTIGATOR	\$89,652.84	\$7,471.07	\$43.75

Effective January 1, 2024 (2.00% increase)

PATROL OFFICER			
1 st Year	\$63,695.30	\$5,307.94	\$31.09
2 nd Year	\$71,255.69	\$5,937.97	\$34.78
3 rd Year	\$78,750.54	\$6,562.55	\$38.43
4 th Year	\$86,201.69	\$7,183.47	\$42.07
INVESTIGATOR	\$91,445.90	\$7,620.49	\$44.63

Section 4.02: At the discretion of the Village, an employee hired on or after January 1, 2007 may be paid at a rate which is higher than that of a first year Patrol Officer pursuant to Section 4.01 of the labor contract if his/her prior experience as a law enforcement officer in another jurisdiction so warrants.

Section 4.03: New Police Officer hires sent to the training academy by the Village will be paid at a rate equaling 75% of the starting pay step for the duration of their training, up to and until graduation.

ARTICLE 5 – HOURS

Section 5.01: The normal workday for police officers shall consist of eight (8) hours and twenty (20) minutes (as set forth in Section 5.02) worked continuously in a twenty-four (24) hour period under the following cycle: Six (6) working days, three (3) days off. **The normal workday for police officers attending the police academy for the basic training (recruit) shall be in accordance with the schedule established by the training academy.**

Section 5.02: The cycles set forth in 5.01, above, produce less than a forty (40) hour workweek, and the difference is not to be "paid back" by additional working days but is to be considered in lieu of overtime pay when two (2) tours occur within twenty-four (24) hours. Also, in lieu of "payback," all officers are required to report twenty (20) minutes before the start of their scheduled shift. Police officers not residing in the Village and consequently not receiving incentive pay are not required to stand by awaiting possible orders to report to duty.

Section 5.03: A normal workweek of the Investigator shall be from Monday through Friday, a 5-2, 5-2, 5-2, 4-3 work schedule working eight (8) hours and twenty (20) minutes, including a paid lunch period. Upon 24 hours advance notice, the third off day in a 4-3 week may be rescheduled within that week by the Chief if the Department needs so require. The position of Investigator shall be assigned to the first shift.

The working hours within these limits may be modified when the nature of the investigation requires it, but only for so long as the nature of the investigation requires it.

Investigators shall be given credit for eight (8) hours of compensatory time due to the difference in their schedule. They must take this time in eight (8) hour segments.

ARTICLE 6 – COMPENSATORY TIME

Section 6.01: Each police officer may elect to use overtime hours for time off instead of receiving payment in cash. The amount of time off shall be at the same rate as payment would be if paid in cash. The days or hours to be used as off time shall be requested, in writing, of the

Chief. Approval of the request by the Chief is to be dependent upon the planned workloads and service required by the Village in the opinion of the Chief. No use of compensatory time off may be scheduled more than sixty (60) days in advance of the requested absence, and all compensatory time off must be utilized within one hundred eighty (180) days of the date it was earned, subject to extension by mutual agreement of the employee and the Department.

Section 6.02: No police officer shall be permitted to accumulate more than one hundred twenty-five (125) hours from overtime for use as compensatory time off. Accumulated compensatory time is defined as time due an employee but not requested and approved as time off. When the overtime accumulated exceeds one hundred twenty-five (125), it shall be paid in cash. All compensatory time recorded as of the last pay period in November of each year shall be paid in cash not later than the last pay period of that year; in the alternative, a police officer may carry his/her accumulated compensatory time to a maximum of ~~one hundred twenty-five (125)~~ **eighty (80)** hours into the next year, which carryover time may only be used for time off, not cash payment. Employees who carry over compensatory time for one year into the next must declare no later than March 31 how they will use the compensatory time. Unused accumulated compensatory time shall be paid in full upon death, retirement or resignation of the police officer.

Section 6.03: Transfer of compensatory time from one officer to another will be allowed only if minimum staffing requirements cannot otherwise be met.

ARTICLE 7 – ADDITIONAL COMPENSATION

Section 7.01: Police officers shall receive additional compensation as stated hereafter. For the purpose of this Section, straight-time is deemed to be the prevailing annual salary divided by 2049. Time and one-half (1 ½) shall be deemed to be one and one-half (1 ½) times the annual salary divided by 2049.

Section 7.02: A police officer required to work before or after his regular scheduled shift of eight (8) hours and twenty (20) minutes shall be paid therefore at the rate of time and one-half (1 ½).

Section 7.03: An off-duty police officer recalled to duty shall be paid at the rate of time and one-half (1 ½) for all time outside his/her normal schedule and, if he/she works less than (2) hours, for two (2) hours at time and one-half (1 ½). Off duty officers receiving phone calls

from the Department seeking information related to police business shall be compensated for time thus spent at time and one-half (1 ½) if the call exceeds fifteen (15) minutes and is not due to an error or omission by the employee.

Section 7.04: A police officer recalled to duty when on vacation shall be paid at straight time in addition to his regular vacation day and shall also receive a replacing vacation day of his own selection during the calendar year, providing, however, that the day selected does not result in an inadequate force in the opinion of the Chief.

Section 7.05: A police officer required to be in court when off duty shall be paid at the rate of time and one-half (1 ½) for actual time in court but in no instance for less than two (2) hours at his regular hourly rate. Any subpoena fees paid to the officer shall be turned over to the Village. An officer scheduled to appear in court on a shift he/she is scheduled to be off who receives less than twenty-four (24) hours' notice that the court appearance has been canceled shall receive two (2) hours pay.

Section 7.06: If an officer is temporarily transferred from his/her regular shift with less than twenty-four (24) hours prior notice, the officer shall receive an additional fifty dollars (\$50.00) for the first day of such temporary assignment and twenty-five dollars (\$25.00) for shift changes for all other times. This shift change premium will not be payable if:

1. The hiatus of less than twelve (12) hours between shifts is caused by a voluntary trade among officers, a voluntary request for assignment, or a voluntary request for training.
2. The officer receives an overtime premium for either shift which is greater than the premium specified herein.

Section 7.07: A police officer attending training courses off duty, other than emergency medical training, which is not for Emergency Medical Technician certification shall be paid at the rate of time and one-half (1 ½). This premium is not applicable if the officer voluntarily requests the training. If the officer requests the training, he/she shall receive compensatory time at a straight time rate, which is not subject to a cash payout.

Section 7.08: For emergency medical training, other than certification as an Emergency Medical Technician (EMT), payment shall be at time and one-half (1 ½), providing, however, that police officers shall not be permitted to attempt passing on more than two (2) occasions. Notwithstanding any other provisions of this Agreement, hours worked at time and one-half (1

½) for this (non-EMT) emergency medical training can only be utilized as compensatory time off and are not subject to a cash payout for employees with less than twenty (20) years of seniority, but can be taken as a cash payout or compensatory time off for those employees with twenty (20) or more years of seniority at the time of their training.

Section 7.09: When a police officer acts in the capacity of a supervisor for one (1) hour or more in the absence of the Sergeant, the said police officer shall receive additional compensation of one dollar- fifty cents (\$1.50) per hour. If the employee acts in this capacity for one (1) hour or less at the end of his/her shift, he/she shall receive the additional compensation. All bargaining unit overtime caused by the absence of an acting shift commander shall be first offered to bargaining unit personnel who act in the capacity of acting shift commander. ~~No employee may serve as an acting shift commander who does not have at least three (3) years of seniority in the Department at the time of such assignment.~~

Section 7.10: Additional payment (so called incentive pay) is made to police officers who reside within the Village, and this payment is made to secure the ready availability of such police officers for emergency calls to duty. Preference is to be given to recall of such police officers in emergencies. The additional pay maximum is seven hundred dollars (\$700) per year.

Section 7.11: In respect to police officers not residing within the Village, overtime and callbacks are to be distributed as equally as practical among the police officers, providing, however, that it is acknowledged that the period of response is important and that police officers so situated as to be able to report within the shortest period will be called most frequently and will tend to have a greater number of working hours.

Section 7.12: A police officer shall receive fifteen cents (\$.15) per hour more than his/her wage rate pursuant to the schedule set forth in Article 4 of this Agreement if he/she has been awarded a two (2) year academic degree in a field related to criminal justice, and twenty-five cents (\$.25) per hour more than his/her wage rate pursuant to that schedule if he/she has been awarded a four (4) year academic degree in a field related to criminal justice, and thirty cents (\$.30) per hour more than his/her wage rate pursuant to that schedule if he/she has been awarded an advanced degree in a field related to criminal justice. These payments shall apply to straight time and overtime but shall not apply to holiday pay.

Section 7.13: Officers assigned as Field Training Officers (FTO), or any other Special Duty arrangement upon which the parties agree, by the Chief of Police, or his designee, shall

receive additional compensation of fifteen (15) minutes compensatory time for every one (1) hour while at such work assignment. The compensation can only be taken as compensatory time off, not a cash payout. This benefit may not be pyramided with any other.

Section 7.14: A police officer recalled to duty on any of the following days will be compensated at two (2) times the appropriate rate of salary:

New Year's Day	Memorial Day	Independence Day (July 4th)
Labor Day	Thanksgiving Day	Christmas Eve Day
Christmas Day		

Section 7.15: An employee serving an annual two (2) week training period as a member of the Reserves of the Armed Forces of the United States shall be paid a supplement during that period to assure his/her income is not reduced. The method by which the Village calculates and pays this supplement shall be the same as that for supplementation of worker's compensation benefits set forth in Section 15.01 and 15.03 (1) of this Agreement.

ARTICLE 8 – CLOTHING ALLOWANCE

Section 8.01:

- A. Police officers shall receive an annual clothing allowance of five hundred-fifty dollars (\$550.00).
- B. The Investigator shall receive an additional one hundred dollars (\$100.00) over the amount prescribed for the patrol officer in Section 8.01 A.
- C. The Investigator may use his/her clothing allowance for dry cleaning.

The Employer will pay the cost of the replacement vest exclusive of the clothing allowance. Replacement of vests due to weight change after acquisition is the employee's responsibility; the employee may utilize his/her clothing allowance for this purpose. The Employer will also pay, on a one-time basis, a maximum of fifty dollars (\$50.00) towards the cost of a "shell" for wearing body armor outside the regular uniform as an additional clothing allowance.

Section 8.02: New police officers **who do not attend the basic police academy** shall be provided with a full uniform and shall not receive clothing allowance during the first year of employment. During the second year of employment, the clothing allowance will be prorated

based on the date of hire. **New police officers who attend the basic police academy will be provided a uniform as specified and appropriate for the academy training, with a full duty uniform to be provided upon graduation.**

Any employee who leaves the Village during the first two (2) years of his/her employment shall return all uniforms and equipment for which the Village paid some portion of the cost, but shall retain those items which are not readily used by others because of size or excessive wear and tear. In addition, the departing employee shall repay the Village on the basis of the following schedule:

Departure within twelve (12) months of hire: 100% of the cost incurred by the Village.

Departure within twenty-four (24) months of hire: 50% of the cost incurred by the Village

This requirement shall not apply to any items which are returned and can be used by other members of the Department. The proration in the second year shall not apply to body armor which can be used by other members of the Department. An officer who utilizes the clothing allowance during the four-month period prior to the date of his/her retirement or termination must repay the Village for 50% of any such purchase.

Section 8.03: Clothing needs shall be approved by the Chief or his/her designee and paid for by the Village to the supplier and charged to the employee's clothing allowance. A committee of two (2) Association representatives and two (2) management representatives will review the Department's clothing and equipment guidelines and make such mutually agreed upon changes as are appropriate for the efficiency and economy of the Department.

Section 8.04: If the Village requires an immediate change in any item of the uniform or all of the uniform, it shall provide and pay for the new item, items or full uniform as appropriate.

Section 8.05: Upon being hired, the Employer will provide protective/bulletproof vests for all officers in the bargaining unit. Vests must be worn at all times when an employee is on duty. Officers are not required to wear their vests under the following circumstances:

1. When an agency approved physician determines that an officer has a medical condition that would preclude the use of soft body armor; or
2. When the officer is engaged in plainclothes or undercover operations where the use of body armor may compromise the officer's position; or

3. When the officer is assigned to perform administrative functions including in-service training, speaking engagements, or any function deemed appropriate by the Chief of Police; or
4. When the heat index, a combination of the temperature and humidity, as reported by the National Weather Service, exceeds 85 degrees; or
5. When the Chief of Police determines an exception is appropriate; or
6. If the officer is not wearing soft body armor, the soft body armor shall be immediately available to put on if practical. This does not apply to officers assigned to training, unless the course of instruction requires the officer to wear soft body armor.

Section 8.06: All employee requests for monies from their clothing allowance must be accompanied by a receipt for an actual expense.

ARTICLE 9 – DUTY EXCHANGES

Section 9.01: Police officers may participate in a reasonable number of exchanges of duty days. A trade request will not be granted if the date requested will allow that police officer to take time off without transferring another officer to cover the absence or cause payment of overtime to another police officer to cover the absence. Such exchanges must be consummated within ninety (90) days except that this period may be extended by the Chief for good cause. When an employee's request for approval of a duty exchange is rejected, the Chief shall provide an oral explanation upon request.

Notwithstanding the above, an exchange shall not be permitted if the result would be an inexperienced force.

ARTICLE 10 – SHIFT SELECTION

Section 10.01: On or about October 1st of every year, the Chief of Police shall post a list of the openings on all of the shifts to commence on or about the first of the year. Employees shall designate their preference as soon as possible, and the Chief of Police shall assign the officers

based on their request. If more than one officer signs up for the same shift, seniority shall prevail. Employees who are bumped because of a more senior officer selecting the same shift have an opportunity to select another shift which shall be done as soon as practicable. To be eligible to select your shift preference by seniority, you have to be off probation for six (6) months.

ARTICLE 11 – SENIORITY

Section 11.01: Village seniority shall be defined as that time spent working for the Employer without any break in service. Village seniority shall be used to determine the number of vacation days that the employee is entitled to and the number of sick days that the employee has accrued.

Section 11.02: Bargaining unit seniority shall be defined as that time which an employee has spent within a classification covered by this Agreement and shall be used to determine the selection of vacation and shift preference.

Section 11.03: Time spent in positions in the Village outside this bargaining unit will not break continuous service, and such employees will continue to accrue bargaining unit seniority while in such positions for a period not to exceed one (1) year. Seniority shall not accrue during any period of layoff or unpaid leave of absence which exceeds sixty (60) consecutive calendar days.

Section 11.04: Employees shall lose their seniority and their employment relationship for the following reasons:

- a. Resignation;
- b. Discharge;
- c. Retirement;
- d. Absence from work without notice for more than three (3) consecutive working days;
- e. Failure to report to work within fourteen (14) calendar days after being recalled from layoff;
- f. On layoff for more than two (2) consecutive years.

ARTICLE 12 – GROUP LIFE INSURANCE

Section 12.01: Police officers shall be provided with life insurance under the Wisconsin Life Insurance Group Plan administered by the Wisconsin Group Insurance Board. The Village shall pay fifty percent (50%) of the total premium (Employer and employee's share) up to a maximum of three dollars and fifty cents (\$3.50) per month. The balance shall be paid by the police officer by monthly payroll deduction.

ARTICLE 13 – PAID HOLIDAYS

Section 13.01: In lieu of holidays, police officer shall receive eleven (11) days' additional pay. A day's pay shall be the annual salary divided by 2049 times eight hours and twenty minutes (a factor of 8.333). The additional payment due in lieu of holidays shall be paid in a lump sum on or before December 1st. Withholding on the payment in lieu of holidays shall be in accordance with the employee's regular deductions, or the smallest amount permitted by regulations. Police officers working less than the full calendar year shall be entitled to a prorated share.

Section 13.02: Police officers shall have the option of taking time off for holidays. The election by police officers to have time off instead of a holiday shall be subject to the conditions prescribed in Section 6.01.

Section 13.03 : In the future if the Village adds more Holidays to the employee handbook, this Association will also get that Holiday added to this contract.

ARTICLE 14 – VACATIONS

Section 14.01: Police officers shall be granted vacations with pay as follows:

One (1) year or more of employment 10 workdays

Five (5) years or more of employment 11 workdays

Seven (7) years or more of employment 15 workdays

~~Twelve (12)~~ Thirteen(13) years or more of employment ~~17~~ 20 workdays

Fifteen (15) years or more of employment ~~20~~ 25 workdays

Twenty ~~five (25)~~ (20) years or more of employment ~~25~~ 27 workdays

~~Thirty (30) years or more of employment 27 workdays~~

After completing one (1) year of employment, a police officer may take a pro rata share of his/her earned vacation between that date and the end of the calendar year, the amount to be the proportion of the calendar year not yet completed. Example: A hiring date of July 1 warrants sixty-twelfths (6/12) of a vacation after reaching the first anniversary and before December 31 of that year; an anniversary date of September 1 warrants four-twelfths (4/12) of a vacation; and an anniversary date of February 1 warrants eleven-twelfths (11 1/12) of a vacation. Incremental increases of vacation benefits in subsequent years (5, 7, 12, 15, 20 and 30 years of employment) shall be similarly prorated during the year in which the anniversary occurs. Effective January 1 of the year following the police officer's completion of more than one (1) year (or any other anniversary set forth herein), that police officer shall receive the full vacation benefit set forth in this provision. Vacation pay will reflect the officer's actual scheduled workday, i.e., eight (8) hours and twenty (20) minutes. Vacation requests must be submitted seventy-two (72) hours prior to the first day of vacation. Any requests submitted after the seventy-two (72) hour period must be approved by the Chief or his/her designee and can be denied if the vacancy is filled utilizing overtime or a shift transfer.

Section 14.02: No police officer shall be eligible for a vacation during the first year of employment, but vacations shall be earned from and after employment. Police officers eligible for vacations may take a vacation at any time in the calendar year if the selection is in compliance with this Article. If the employment of a police officer is terminated by death or otherwise, and such police officer has taken more vacation than he earned, the Village shall be entitled to pro rata reimbursement for the vacation used but unearned.

Section 14.03: Vacation selection shall be on the basis of a list, including sergeants and police officers in the order, first of rank, then of departmental seniority in the particular rank, in such manner that not more than two (2) employees on such list are absent on vacation at any one time. If more than one (1) employee on such list on the same shift is absent on vacation at one time, the shifts of other employees on such list may be changed to provide appropriate staffing.

Section 14.04: Vacation selection shall commence on November 1 for the succeeding calendar year. On the initial selection, no police officer may make a selection covering more than twelve (12) workdays in sequence.

Section 14.05: A vacation selection cannot be changed by the Village except in case of emergency. If a police officer is unable to use a vacation selection because of a duty-incurred

disability, it shall be rescheduled for a later available date. When a police officer abandons a vacation selection, it shall be available for selection by another police officer. If more than one police officer desires such an abandoned selection, preference shall be by length of service in the Police Department. If an officer is called to duty on a normal off duty day which occurs during a vacation, that officer shall be paid double time (2X) for all hours worked during that period.

Section 14.06: Upon the death, retirement or resignation of a police officer, but not upon discharge for cause, the police officer, his spouse, or his estate, shall be paid in cash, at the salary rate in effect upon severance, for all earned but unused allowance, providing, however, that a retiring employee may elect to leave the amount due on deposit with the Village for application to his monthly health insurance premiums. The vacation entitlement for the period between the employee's anniversary of employment and the date of severance shall be determined by proration. A retired police officer, upon his request, shall be paid any balance on deposit for payment of health premiums.

ARTICLE 15 – WORKER'S COMPENSATION

Section 15.01: An employee absent from work because of injury or illness sustained in the course of his employment by the Village shall receive worker's compensation payment and an additional supplement for a maximum period of one (1) year, with such supplement in that amount so that the worker's compensation and the supplement together shall equal the employee's normal take-home pay, after income tax withholdings.

Section 15.02: No deduction shall be made from the annual sick leave allowance or accumulation for such supplementary payments by the Village.

Section 15.03:

- (1) Any Village employee receiving a check from the Village's insurance carrier for a worker's compensation claim will immediately provide a photocopy of the check to the Village Financial Manager and then retain the check for his/her own use. The Village will then provide a payment to the employee for the supplemental amount appropriate pursuant to Section 15.01, such amount to be paid at the next regular payday for the bargaining unit after the employee or the insurance carrier provides proof of the insurance payment.

- (2) This Section and procedure does not apply to any worker's compensation settlements where a payment for disfigurement or permanent partial disability is awarded, similar to those listed in Wis. Stats. 102.52.

ARTICLE 16 – SICK LEAVE

Section 16.01: After six (6) months of employment, police officers shall be granted sick leave allowance of one (1) day a month or twelve (12) days a year. Effective January 1, 2009, a sick day shall be earned and paid at eight (8) hours and twenty (20) minutes.

Section 16.02: After one (1) year of employment, a police officer's unused sick leave allowance shall be increased for the period from the date of his employment to the date he was eligible to accumulate sick leave allowance.

Section 16.03: Police officers shall give prior notice of inability to report to work as early as is practical. When the absence from work exceeds three (3) consecutive days or more than six (6) days in a calendar year, the Village may require a physician's certificate or other proof of evidence of disability when the reason for absence is not self-evident. If a medical certificate is required, the employee shall furnish such certificate within forty-eight (48) hours of return to duty or disciplinary action may be taken. The Village shall advise the employee as early as feasible that it will require some proof of disability.

Section 16.04: Sick leave pay is not payable to police officers who sustain injury in the course of outside employment, or who engage in conduct inconsistent with the medical condition for which the employee is receiving sick leave.

Section 16.05: Upon the death of an employee, the Village shall pay to the spouse of the deceased employee, or his estate, any earned but unused or unpaid vacation entitlement, holiday pay, salary, and compensatory time. Payment shall be on the basis of the salary in effect at death.

Section 16.06: Upon retirement under the terms of the Wisconsin Retirement Program, a police officer shall receive credit equal to one hundred percent (100%) of his/her accumulated unused sick leave. The credit shall be on the basis of the salary in effect upon retirement. In satisfaction of such credit, the retiring officer shall allow the amount due to remain on deposit with the Village for application to the premium for health insurance.

Section 16.07: An employee who is off work for maternity purposes and who has exhausted her paid sick leave or who has no such leave at the start of such absence, and who is

still physically unable to return to work, may thereafter use any unused vacation days or holidays or compensatory time off days to cover the absence. The employee shall designate to the Chief which type of paid days she wants to use, provided, however, that any such designated paid days must cover consecutive workdays from the last day of work or the last day covered by paid sick leave, whichever is later.

Section 16.08: Any employee with thirty (30) or more accumulated and unused sick days may donate any part of those sick days to another employee of the Village, who is absent due to a severe illness, injury, or other physical incapacity, and who has exhausted his or her accumulated paid sick days, vacation days, holidays, and compensatory time, and whose absence is not related to any disciplinary action.

Section 16.09: If an officer is absent on the scheduled day before or after a vacation or holiday and does not have appropriate proof of medical necessity for that absence, he/she will not be paid for the unscheduled absence. The appropriate proof of medical necessity for absence must be provided within forty-eight (48) hours of the employee's return to active duty, or such later date as may be allowed by the Family and Medical Leave Acts of Wisconsin and the United States, if such are applicable to the absence.

Section 16.10: In case of the death of an active employee, any sick leave balance attributable to the employee pursuant to this Article and in accordance with the formula stated in Section 16.06 shall be paid, in cash, to the employee's estate. If a retiree dies while entitled to benefits under this Article, his/her surviving spouse shall receive half the unused balance of the employee's remaining benefit (pursuant to the formula stated in Section 16.06) in the form of health insurance premiums paid by the Village on the same family unit basis (surviving spouse and dependent children, if any) as applied to the retiree.

Section 16.11: Effective January 1, 2014, the accumulation of sick leave allowance will be capped at 180 days. Police officers who have accumulated 180 days of sick leave as of January 1, 2014 will not be granted any additional sick leave allowance until the amount of accumulated sick leave has dropped below 180 days. Police officers, who as of January 1, 2014 have accumulated more than 180 days of sick leave allowance will retain the sick leave allowance that exceeds 180 days but will not be granted additional sick leave allowance until their accumulated sick leave allowance has dropped below 180 days.

ARTICLE 17 – BEREAVEMENT LEAVE

Section 17.01: Each employee shall have the right, upon a death in the family, to take a leave of absence with pay as follows:

1. In the case of a death in the immediate family (spouse, children, mother, father, sisters, brothers, step-parents and step-children) -not to exceed three (3) working days.
2. In the case of a more distant relative - not to exceed two (2) working days.

The length of the leave may be extended by the Chief of Police, or his designee, dependent upon the circumstances.

ARTICLE 18 – JURY DUTY

Section 18.01: An employee who works the day shift and is required to report for jury duty on a workday shall not incur any loss of pay or benefits because of such jury duty.

Section 18.02: An employee who works a shift other than the day shift and is required to report for jury duty shall be transferred to the day shift for such workday or workdays the employee is required to report for jury duty, and such employee shall not incur any loss of pay or benefits because of such jury duty. At the Village's option, the Village may transfer, without incurring any additional cost, an employee from another shift to cover the shift of the employee required to report for jury duty. An employee transferred to day shift to serve jury duty shall not be entitled to use that period of jury duty or that rescheduling toward the accrual of overtime or shift change premiums.

Section 18.03: An employee who reports for jury duty and is released prior to the end of the day shift shall be required to report to work for the remainder of the shift to qualify for full pay.

Section 18.04: Any compensation, excluding pay for mileage and/or meals, received for such jury duty on a workday shall be turned over to the Employer.

ARTICLE 19 – PROBATIONARY PERIOD/DISCIPLINE

Section 19.01: An employee shall serve an initial probationary period of one (1) year from date of hire, or 18 months from date of hire if employee is required to attend basic police

training academy. This period may be extended by the Chief for up to an additional ninety (90) day period. During such probationary period, the employee may be discharged without regard to cause and without recourse to any grievance or appeal procedure.

Section 19.02: If an employee is under investigation and is subject to interrogation for any reason which could lead to disciplinary action, including suspension, demotion, or dismissal, the interrogation shall comply with the following:

- a. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation of the employee.
- b. At the request of any employee under interrogation, he or she may be represented by an Association representative who, at the discretion of the employee, may be present at all times during the interrogation.

ARTICLE 20 – PENSION CONTRIBUTION

The Employee shall contribute the total amount of the employee's share of the contribution to the pension plan established under the Wisconsin Statutes.

ARTICLE 21 – HEALTH INSURANCE

Section 21.01: The Village shall make health insurance available to employees. The Village shall pay the "Employer Premium," except that the Employee shall pay whatever portion of the "Employer Premium" is stated below plus any amount which the insurance carrier charges the Employee which exceeds one hundred five percent (105%) of the lowest cost qualified plan offered. The "Employer Premium" equals the lowest cost qualified plan's premium or up to 105% of that cost for whatever more expensive plan is selected by the Employee. The Village shall pay the "Employer Premium" minus the "Employee's share" of the "Employer Premium." The "Employee's share" shall be:

Twelve percent (12%) of "Employer Premium."

Section 21.02: The Village reserves the right to change the carrier, provided, however, the benefit shall remain relatively equal to the benefits in existence at the time of the change. The Employer shall notify the Association sixty (60) days in advance of any intended change and

provide the Association with a copy of the policy or a brochure containing the level of benefits of the new carrier.

Section 21.03: The Village shall initiate a Section 125 Plan in accordance with the Federal I.R.S. code for employee insurance payments made by payroll deduction for those employees wishing to utilize such plan in paying their portion of the insurance premiums.

Section 21.04: Any employee who is eligible for health insurance as offered by the Village and elects to take no health insurance coverage shall receive fifty percent (50%) of the lowest cost plan offered as part of WPEGHI, payable on the first pay period in December. If an employee is a single coverage participant on December 1, 2003 and is also qualified for family coverage, the fifty percent (50%) payment shall be calculated on the "single coverage" basis. A change in family coverage shall be honored. Proof of alternative health insurance coverage is required.

Section 21.05: The Village will make a monthly supplemental payment to those employees who retire after January 1, 2002. To be eligible for this supplement, the employee must (1) have the indicated amount of service as a Village employee, (2) receive a pension from the Wisconsin Retirement System, and (3) not be eligible to receive Medicare benefits:

- (a) An employee with fifteen (15) years of Village service at time of retirement will receive a supplement of two hundred dollars (\$200.00) per month.
- (b) An employee with twenty (20) years of Village service at time of retirement will receive a supplement of two hundred fifty dollars (\$250.00) per month.
- (c) An employee with twenty-five (25) years of Village service at time of retirement will receive a supplement of three hundred dollars seventy-five (\$375.00) per month.

Section 21.06: The dollar amounts stated in Section 21.05 (a), (b), and (c) shall be increased effective January 1 of each year by any annual Cost of Living increase as measured by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (seasonally adjusted) between November 30 two calendar years prior thereto and November 30 of the calendar year prior thereto.

ARTICLE 22 – GRIEVANCE PROCEDURE

Section 22.01: A grievance is defined as a dispute in respect to the interpretation and application of the terms of this Agreement. A grievant is defined as an employee, or the Association, who believes he has been aggrieved by reason of a breach of this Agreement. A grievance shall be handled in accordance with the following procedure:

1. By advising his superior of his grievance and asking for a conference. Upon such request, such conference shall be scheduled and conducted promptly and a decision made thereupon by such superior within five (5) days.
2. If the police officer, or the Association, is not satisfied with the outcome of such conference, he/she shall recite his grievance in writing, providing such detail and dates as shall reveal the basis of his dissatisfaction and the time of its origin, and deliver it to the Chief with a copy to his superior and any intervening command officer. Upon receipt of such grievance, the Chief shall, within five (5) days (unless absent due to vacation or illness), fix a mutually convenient time and place for consideration of the grievance. Within five (5) days of such meeting, the Chief shall make a decision in writing and cause it to be delivered to the grieving employee.
3. If the police officer, or the Association, is not satisfied with such decision, he/she may, within ten (10) days of its receipt, make further appeal to the Village Manager, who shall promptly fix a convenient time and place for a meeting with the aggrieved police officer, his superior and the Chief and shall hear and consider the pertinent evidence and arguments. Within ten (10) days of such meeting, the Village Manager shall make a written decision, with copies to the employee, superior, and Chief.
4. If the police officer, or the Association, is not satisfied with the decision of the Village Manager made pursuant to the third step of the Grievance Procedure, the police officer may, within ten (10) days of the decision's receipt, further appeal any dispute involving contract interpretation to an arbitrator assigned by the Wisconsin Employment Relations Commission.

The decision of the arbitrator shall be final and binding upon both parties.

Section 22.02: Any and all attorneys' fees which may result from proceedings under this Article shall be borne exclusively by the party incurring such expense. Either party may obtain

the services of an attorney at any stage of the proceeding under this Article. The police officer may also appear in person or by or with an attorney, Association member, or Association representative at any stage of the above proceedings.

Section 22.03: The costs of arbitration related to the fee of the arbitrator, rent, reporter's fee, etc., shall be shared equally. Each party shall bear the cost of presenting its case, including witness fees, preparation of exhibits, copies, telephone, travel, etc.

Section 22.04: If a grievance relates to discharge or discipline, appeal shall be to the Fire and Police Commission pursuant to the provisions of Wis. Stats. 62.13, provided, however, all disciplinary action shall be for just cause.

Section 22.05: The time limits mentioned above may be extended by mutual agreement of the parties. Reference to working days reflect Monday through Friday, excluding Saturday, Sunday and Holidays.

ARTICLE 23 – MANAGEMENT CLAUSE

Section 23.01: Except as herein limited, all the rights, responsibilities, and authority of the Village of Fox Point are retained by it. This is a complete Agreement and covers all bargainable issues.

ARTICLE 24 – FALSE ARREST LIABILITY

Section 24.01: The Village of Fox Point shall continue in force its present insurance to protect its police officers from personal liability such as false arrest, detention, or imprisonment, or malicious prosecution; the publication or utterance of a libel or slander or of other defamatory material or publication or utterance in violation of an individual's right of privacy; wrongful entry or eviction or other invasion of the right of private occupancy.

ARTICLE 25 – THIRD SHIFT ASSIGNMENTS

Section 25.01: Assignment to third shift shall not be made as a form of discipline. When an assignment to third shift does occur, the reasons therefore shall be given to the police officers involved in writing, if requested, and the police officer shall be given an approximation of the

length of time of such assignment. At least five (5) days' prior notice of reassignment to such shift shall be given except when, in the opinion of the Chief, it is not feasible to do so.

ARTICLE 26 – DUES DEDUCTION

Section 26.01: The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to the employer. Dues deductions will begin on the first paycheck for a new hire.

The employer shall notify the WPPA of all new hires of the bargaining unit within 10 days of their start date.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the 15th of each month.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that WPPA/LEER will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless

against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

ARTICLE 27 – AUTOMOBILE AND MEAL ALLOWANCE

Section 27.01: Mileage authorized by the Chief of Police for personal automobile use shall be reimbursed at the amount authorized for maximum deduction by the current rules of the Internal Revenue Service. Notwithstanding any other provision of this Agreement, an employee who is assigned to a training program outside the Village limits, and who uses his/her own vehicle to attend that program shall be paid mileage for the distance between his/her residence and the training site which is in excess of the distance between his/her residence and the Village Hall. Compensation for time spent in such training activities shall not include transportation time outside his/her scheduled shift unless it is outside the Metropolitan Milwaukee area, and in that case travel time shall be paid at the prevailing overtime rate from the Village Hall or the employee's residence, whichever is closer to the final destination.

Section 27.02: The Village shall reimburse employees for all reasonable meal expenses in connection with required training programs, provided that the employees submit their request in writing to the Captain of Police no later than 5:00p.m. on the day that is fourteen (14) calendar days prior to a regular Village Board meeting. The Village will make the reimbursement to the employee within seven (7) workdays after the Village Board meeting.

ARTICLE 28 – DEFERRED COMPENSATION PLAN

Section 28.01: An employee may elect, pursuant to Section 40.81, Wisconsin Statutes, to defer from each paycheck due him, a specified amount by having the Village deduct such amount from his paycheck. The amounts so deducted from an employee's paycheck shall be deposited by the Village to the account of the employee in a banking institution designated by the Employer for accumulation and earning under the deferred compensation plan provided by the deferred compensation provider selected by him. The amount so deferred shall be ordered by a written direction by the employee to the Village.

An employee participating in a deferred compensation plan may change the amount of the deduction by the Village or eliminate it by giving written notice thereof to the Village at least thirty (30) days in advance. An employee desiring to withdraw from the plan shall give the deferred compensation plan provider such prior notice as the provider may from time to time require.

Section 28.02: The Village agrees to pay to the plan two hundred dollars (\$200.00) per year on behalf of each employee in the bargaining unit. In addition, the Village agrees to pay a total of two hundred fifty dollars (\$250.00) per year on behalf of each employee in the bargaining unit who has twenty-five (25) or more years of seniority on January 1, 2000. The above payment shall be made into the plan no later than February 1 (or the first business day thereafter) each year.

ARTICLE 29 – GENERAL WORK RULES

Section 29.01: Effective January 1, 1993, no police officer will be permitted to smoke while on duty, or while in the Public Safety Building or any police or other official vehicle while on duty or as a result of his/her employment.

Section 29.02: Employees who voluntarily leave the employment of the Village shall be required to repay the Village for all training costs incurred by the Village based on the following schedule:

Departure within twelve (12) months of hire: 100% of the cost incurred by the Village.

Departure within twenty-four (24) months of hire: 50% of the cost incurred by the Village.

Section 29.03: Auxiliary officers shall not be used in situations requiring sworn police officers or in situations that may pose a threat to the Auxiliary officers, regular officers or members of the public.

ARTICLE 30 – DRUG AND ALCOHOL TESTING

Section 30.01: The Village and the Association believe that the use of illegal drugs and the inappropriate use of alcohol are threats to the public welfare and to the safety of all employees of the Village. The primary goals of this policy are:

1. To prevent illegal drug usage;
2. To prevent use of alcohol inappropriate for work performance; and
3. To rehabilitate employees who engage in such uses.

No member of the Department shall be discharged following the first illegal use of drugs or the use of alcohol confirmed by the testing procedure set out below without first having been offered the opportunity to discontinue the use of drugs and/or alcohol and complete a bona fide drug and/or alcohol rehabilitation program as set forth in paragraph 31.04, below. However, if such use occurred when an employee caused an accident while working or otherwise was determined to be affected by such use while on duty, that employee may be disciplined up to and including discharge for the first offense. The presence of any alcohol in the employee's blood or breath while on duty shall be deemed proof that the employee is affected by use of alcohol. The provisions of this Article shall not apply to probationary employees who may be tested or disciplined at any time.

Section 30.02: Prior to any drug and/or alcohol testing of individual employees, the Department shall:

1. Inform the employees of the Department's drug and alcohol testing policy;
2. Provide all employees with information concerning the unacceptability of drug and alcohol use and the impact of the use of drugs and alcohol on job performance; and
3. Inform all employees of how the Department's drug and alcohol tests will be conducted, their seniority, the circumstances under which they will be conducted, what the tests can determine, and the consequences of testing positive.

All newly hired employees will be provided with this information during their initial orientation period by representatives of the Department and the Association. No individual employee shall be tested prior to his/her receipt of such information about the substance category for which the test is being administered.

Section 30.03: Employees may be tested if there exists probable cause which would lead a reasonable person to conclude that the employee is illegally under the influence of drugs or under the influence of alcohol when reporting for or while on duty, provided that following any positive test under this Article the Department may be presumed, for a period of two (2) years after the results of such test are disclosed to the Department, to have an adequate basis to retest

the employee while at work and without prior notice. If the employee tests positive on such a follow-up test, the finding may be the basis for immediate termination of employment. No drug testing may be conducted without the written approval of the Village Manager or his/her designee. Such approval shall state who is to be tested and why the testing was ordered. Failure to follow any of the procedure stated in this Article shall result in the destruction of the test results as if no test had been administered, with no accompanying discipline. Random or mass testing is allowed with twenty (20) days' notice.

Section 30.04: An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

The Employer shall give twenty (20) days prior written notice to an employee of the Employer's intention to request a test for drug or alcohol use. The employee may, at least twenty-four (24) hours prior to that test, make written request for a leave of absence for purposes of receiving appropriate treatment. However, this notification shall not be required for a test based on an employee's condition or conduct when he/she reports to work or while he/she is on duty.

Such leaves of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement except the continued accrual of seniority, and any other rights under state or federal law. This provision does not amend or alter the disciplinary provisions.

Section 30.05: Drug and/or alcohol tests may be required of employees requesting to return to work from a leave of absence for drug and/or alcohol use. Failure to take the test or to meet the standards adopted by the Employer may be cause for discharge without a prior warning letter.

Section 30.06: Tests for alcohol may be administered by any method used to determine intoxication of an operator of a motor vehicle. Urine collection (e.g., for drug testing) shall be conducted in a manner prescribed by Smith Kline Beecham Laboratories (or a comparable testing program utilizing nationally recognized standards and procedures) which guarantees a secure chain of custody. Administrative procedures and biologic testing shall be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of one Association representative before a test is administered, provided such request

does not delay administration of the test if there is probable cause for the test. If acceptable to the collecting entity, a split sample of the employee's urine shall be made at the collection site. One portion of the split sample of the tested portion shall be preserved at a location mutually acceptable to the Association and the Department. In all events, if a test result is positive, a split sample shall be preserved for independent analysis.

Section 30.07: All samples shall be tested for chemical adulteration, alcohol, narcotics, cannabis, PCP, cocaine, amphetamines, sedatives, and all other controlled substances as defined in Section 161.04 (1), Wisconsin Statutes.

Any sample which has been adulterated or any urine sample which is shown to be a substance other than urine shall be reported as such and may result in disciplinary action. All samples which test positive for drugs on a screening test shall be confirmed using gas chromatography-mass spectrophotometry testing procedures. No records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.

All results suggesting drug use shall be evaluated by a licensed specialist in occupational medicine knowledgeable about drug testing.

Test results from random testing shall be treated with the same confidentiality as other employee medical records. The test results and any related treatment shall not be reported outside the Department without the express written permission of the employee tested, except as necessary in connection with a grievance or judicial proceeding, or as required by applicable law.

Section 30.08: The first time an employee tests positive for illegal drug use, he/she shall be medically evaluated, counseled, and treated for rehabilitation, if required, unless the reason for such test was misconduct or damage as set forth above. The Association and the Department shall agree on the identity of the physicians, programs, and clinics involved in the program. The Village Manager or his/her designee shall be informed once per week of the employee's status in the rehabilitation program. The Village shall provide a group health insurance plan which includes coverage for rehabilitation costs. Employees may utilize any accumulated paid sick leave while absent from work due to participation in such programs. A comparable program shall be utilized when an employee enters treatment for alcoholism.

Section 30.09: An employee who chooses to enter a chemical dependency or alcoholism program voluntarily shall not be subject to disciplinary action. This Section shall not be available to any employee who has been directed to undergo drug testing pursuant to this Article, unless the employee requests a leave of absence as set forth herein.

Section 30.10: If an employee successfully completes drug and/or alcohol rehabilitation, he/she shall return to work for assignment. Employee reassignment during treatment shall be based on each individual's circumstances. Follow-up care may be a condition of employment, if prescribed after treatment by the employee's treating agency.

Section 30.11: Any employee who refuses to submit to a drug and/or alcohol test under this Article, is the cause of an accident while working, or causes personal injury or property damage while working, is unable to perform normal duties while at work, or engages in any conduct which jeopardizes the integrity of a sample or the accuracy of a test result may be subject to discipline up to and including termination.

Section 30.12: Upon reasonable notice, no more than two (2) representatives of the Association or the Village may inspect and observe any aspect of the drug testing program once per calendar year. The Association may review individual test results if the release of such information is authorized by the employee involved.

Section 30.13: The Village shall hold the Association harmless from any liability and costs arising out of the provisions and/or application of this Article relating to drug and/or alcohol testing, except for any liability or costs resulting from the negligence or intentional misconduct of the Association or any of its agents, employees, or representatives. Any litigation initiated by the Association, or any legal expenses incurred by the Association in defending an action initiated by one of the employees in the bargaining unit are specifically excluded from this provision.

Section 30.14: Nothing in this Article supersedes or waives any legal right of an employee, the Association, or the Village, except as specifically set forth herein.

ARTICLE 31 – SEVERABILITY

Section 31.01: This Agreement may be amended by mutual consent of the parties. Such agreements shall be in writing.

Section 31.02: If any article or section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32 – LONG-TERM DISABILITY INSURANCE

Section 32.01: The Village agrees to provide long-term disability (LTD) insurance to the employees covered under this Agreement through the Wisconsin Public Employer's Group Income Continuation Insurance Program. The Village shall pay the total premium for the LTD insurance for the one hundred eighty day (180) waiting period.

ARTICLE 33 – TERM OF AGREEMENT

Section 33.01: The Municipality and the Association agree to faithfully and diligently abide and be bound to all the provisions of this Agreement. The terms of this Agreement shall become effective on the 1st day of January 20~~19~~ **22** and shall terminate at the close of business through the 31st day of December 202~~14~~. In the event an agreement is not reached for renewal of the Agreement by that date, the existing terms and conditions shall continue to apply until settlement is reached, provided, however, that this Agreement shall not have a duration of more than three (3) years. Either party wishing to amend the Agreement shall, during the last year of the contract, notify the other party no later than September 1st. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining.

IN WITNESS THEREOF, the parties contained herein agree to the contents of this Agreement
and execute same on this ____ day of _____, 20~~18~~²¹

VILLAGE OF FOX POINT

FOX POINT PROFESSIONAL
POLICEMEN'S ASSOCIATION

By: _____
Village President

By: _____
Association Representative

By: _____
Village Manager

By: _____
Association Representative

By: _____
Village Clerk

By: _____
WPPA/LEER



To: Village Board

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

cc: Chief Freedy; Scott Brandmeier

Date: October 6, 2021

Re: Community Event Exception to the Open Burning Prohibition

We have been working with the Fox Point Foundation and the NSFD on an event the Foundation wants to hold Saturday October 30. It would be held at Indian Creek Park and would involve a supervised bonfire.

Internally, we have been able to work through most of the concerns to date, but our Code prohibits Open Burning of this type. Following discussions with President Frazer, instead of ignoring the ordinance (some communities do that), we instead asked Mr. Larson to create a small carve out for community events whereby the Manager, once comfortable with the arrangements, can grant permission.

This WILL NOT apply to private gatherings like family events, weddings—that sort of thing. It must be what the Manager believes is truly a community event.

If this is acceptable, we recommend your approval. As always, I am willing to answer any questions you may have. Thank you.

VILLAGE HALL

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

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

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SADIE R. ZURFLUH
LUCAS C. LOGIC

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

October 6, 2021

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

**Re: Open Burning Exception for Community Events
First Draft**

Dear Mr. Botcher:

I received your request that I draft an ordinance to allow outdoor burning for community events, subject to your approval. I have had an opportunity to carefully consider this matter.

Enclosed please a first draft of the ordinance that I have prepared for your consideration in this regard.

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/BTC/em
Enclosure
cc: Kelly Meyer, Village Clerk

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTION 781-16 C. OF THE VILLAGE OF FOX
POINT VILLAGE CODE TO ALLOW A COMMUNITY EVENT EXCEPTION TO
THE OPEN BURNING PROHIBITIONS OF THE VILLAGE CODE

WHEREAS, from time to time, community wide events take place on public property,
with an open invitation to the general public; and

WHEREAS, such events often take place outdoors; and

WHEREAS, bonfires at such events can provide light and warmth into the evening which
can be a nice attraction to the general public, and the risks of bonfires can be appropriately
addressed on a case by case basis.

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

SECTION 1: Chapter 781 of the Village of Fox Point Village Code entitled "Fires and
Fire Prevention," Article III, entitled "Fire Prevention," Section 781-16 entitled "Burning
Materials," subsection C. entitled "Community Event Exception" is hereby created as follows:

C. Community Event Exception. Fires using wood or other natural materials may be
allowed by the Village Manager on public property in the Village, for recreational
purposes during a community event that is open to the public. The Village Manager,
in the Manager's discretion, is authorized to determine whether to allow such fires, in
consideration of all facts and circumstances which may include the location, the
number of participants expected, weather conditions, impacts upon surrounding
areas and precautions taken. The Village Manager may impose limitations or
conditions upon the approval of any fire approved pursuant to this section.

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.

[signatures on following page]

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 H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

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