

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

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

**TUESDAY
DECEMBER 14, 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/84047946854>

Dial: (312) 626-6799
Meeting ID: 840 4794 6854

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. Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
- a.** Approve the minutes of the November 9, 2021 Village Board meeting.
[Pages 1-6]
 - b.** Approve the minutes of the November 22, 2021 Budget Public Hearing and meeting.
[Page 7]
 - c.** Appoint Election Inspectors for the two-year term of January 1, 2022 through December 31, 2023 per the Village Clerk's memorandum updated November 30, 2021.
[Pages 8-10]

- d. Confirm President Frazer's appointment of Russell Yale, M.D. to Plan Commission as replacement for Carol Wilkens.
- e. Approve Change Order No. 1 from WSO Grading & Excavating in the amount of \$22,084.20 for the placement of 4-8 inch stone for the Barnett Lane ravine project and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 11-13]
- f. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$44,800 for the 2022 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 14-17]
- g. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 for the administration of the 2022 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 18-21]
- h. Accept the proposal of Kapur & Associates in an amount not to exceed \$19,838 for the televising of approximately 18,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 22-26]
- i. Accept the proposal of Kapur & Associates in an amount not to exceed \$33,686 for the design and rehabilitation of sanitary sewer mains and manholes in Basin Nos. 1, 2 and 3 and for a section of storm sewer pipe and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 27-32]
- j. Accept the proposal of Ruekert Mielke in an amount not to exceed \$35,600 for GIS services and data/site maintenance and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2021.
[Pages 33-40]
- k. Adopt Resolution 2021-31 to Recognize Martin Luther King Day in Memory of Rev. Dr. Martin Luther King, Jr. in the Village of Fox Point.
[Page 41]
- l. Approve payment of the bills in the amount of \$470,247.50 for the period November 1, 2021 through November 30, 2021 per the report submitted by the Village Manager.
[Pages 42-52]

4. Unfinished Business

a. Update on Data Collection and Preliminary Design Concepts along Lake Drive

The Village Board will receive a report from Village Staff and Kapur & Associates, the consultant for the Lake Drive project, regarding the results of the public comments received during and after the Public Information Meeting related to the addition of bike lanes and pedestrian crossings as well as other comments that were received. The Village Board may discuss and may take action on recommendations arising during the meeting.

[Pages 53-81]

5. New Business

a. Cobalt Partners Presentation Concerning Its Redevelopment Concept, Including Village Facilities

Cobalt Partners will give a presentation to the Village Board regarding a preliminary development concept proposed by Cobalt Partners within the Village of Fox Point. The Village Board will listen to this first presentation of the Cobalt Partners proposal and will take no action, with the possible exception of referral to appropriate committees or Village staff if appropriate. The Cobalt Partners proposal includes private redevelopment of certain property owned by the Village, including Village Hall, with Village facilities being relocated to property Cobalt Partners would acquire and transfer to the Village. The presentation is expected to include an outline of the extensive procedures and review that would follow if the concept would move forward.

[Pages 82-111]

b. 2021 Municipal Pool Year End Overview

The Village Board will hear a report from the Assistant Village Manager Kevin Ausman regarding the 2021 Municipal Pool Year End Overview.

[Pages 112-115]

c. Ordinance to Create Section 19-9 C (6) of the Village of Fox Point Village Code to Exclude Installation of Egress Windows from the Requirement of Building Board Review

The Village Board will consider and may act on an Ordinance to Create Section 19-9 C(6) of the Village of Fox Point Code to Exclude Installation of Egress Windows from the Requirement of Building Board Review.

[Pages 116-118]

d. Ordinance to Repeal and Re-create Sections 63-2, 63-4, and 63-7 of the Village of Fox Point Village Code Related to Fees Arising Pursuant to the Building and HVAC Code, Plumbing Code, and Electrical Code.

The Village Board will consider and may act on an Ordinance to Repeal and Recreate Sections 63-2, 63-4, and 63-7 of the Village of Fox Point Village Code Related to Fees Arising Pursuant to the Building and HVAC Code, Plumbing Code, and Electrical Code.

[Pages 119-128]

e. Property Easement – 7736 North Beach Drive

The Village Board will consider and may act on an amended storm sewer easement for 7736 North Beach Drive.

[Pages 129-144]

f. Community Enhancement Grants

The Village Board will consider and may act on a proposal to create a special “pilot” committee for the purpose of describing the requirements and soliciting applications for, reviewing, and recommending to the Village Board community enhancement grants to Village-centered organizations for projects or programs that would have a tangible effect on enriching life in the Village of Fox Point, in amounts not to exceed \$5,000 per organization or \$10,000 in the aggregate for a calendar year.

6. Future Agenda Items

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

7. Announcements

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

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

8. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

JANUARY 11, 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
NOVEMBER 9 2021**

A meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via Zoom telephonic and video conferencing on Tuesday, November 9, 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 Liz Sumner
Trustee Bill Kravit
Trustee Greg Ollman
Trustee Catie Knight

Not Present:

Trustee Christine Symchych

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Public Works Director Scott Brandmeier, Assistant Village Manager Kevin Ausman, Police Chief Chris Freedy, Police Captain Douglas Dubnicka, Police Officer James Hanna, Police Officer Benjamin Brouwer, 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.

Representative Deb Andraca, 23rd Assembly District

Representative Deb Andraca presented Fox Point Police Captain Douglas Dubnicka with the 23rd Assembly District First Responder of the Year award.

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

Committee Reports – Plan Commission

Trustee Fonstad gave a brief synopsis to the public and Village Board regarding the Plan Commission's meeting held on November 1, 2021, regarding the Plan Commission's review and recommendation concerning the modification to the current Conditional Use Permit of Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N. Santa Monica Blvd to conduct microblading services. Plan Commission recommended approval to Village Board.

Public Hearing regarding Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
NOVEMBER 9 2021**

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to open the public hearing at 7:09 p.m., regarding Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

There were no comments.

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to close the public hearing at 7:11 p.m., regarding Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

Public Hearing regarding Final Special Assessment Resolution Concerning Paving Portions of the Private Road Section of Goodrich Lane.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to open the public hearing at 7:12 p.m., regarding Final Special Assessment Resolution Concerning Paving Portions of the Private Road Section of Goodrich Lane.

Bob Kuesel, 1447 E Goodrich Ln

Mr. Kuesel commented on the water main replacement near 1447 E. Goodrich Lane and the easement he executed.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to close the public hearing at 7:16 p.m., regarding Final Special Assessment Resolution Concerning Paving Portions of the Private Road Section of Goodrich Lane.

Public Hearing regarding Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road.

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to open the public hearing at 7:16 p.m., regarding Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road.

There were no comments.

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to close the public hearing at 7:16 p.m., regarding Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
NOVEMBER 9 2021**

Public Hearing regarding Conditional Use Permit modification for Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N Santa Monica Blvd, Fox Point

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to open the public hearing at 7:17 p.m., regarding Conditional Use Permit modification for Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N Santa Monica Blvd, Fox Point.

There were no comments.

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to close the public hearing at 7:18 p.m., regarding Conditional Use Permit modification for Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N Santa Monica Blvd, Fox Point.

Public Hearing regarding Village of Fox Point 2021 Redistricting

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to open the public hearing at 7:18 p.m., regarding Village of Fox Point 2021 Redistricting.

There were no comments.

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to close the public hearing at 7:19 p.m., regarding Village of Fox Point 2021 Redistricting.

Consent Agenda

- a. Approve the minutes of the October 12, 2021 Village Board meeting.
- b. Approve the minutes of the October 21, 2021 Village Board Budget Workshop meeting.
- c. Grant an amended Conditional Use Permit to applicant Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N. Santa Monica Blvd, Fox Point, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
- d. Approve Change Order No. 2 from All-Ways Contractors, Inc. in the amount of \$20,446.16 for the placement of additional green infrastructure, including bioswales and piping, and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated October 28, 2021.
- e. Accept the proposal of Baxter & Woodman in an amount not to exceed \$55,339.73 for the design of the 2022 Road and Utility Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated November 1, 2021.
- f. Accept the Resolution Authorizing the Execution of the Financial Assistance Agreement with the State of Wisconsin Department of Natural Resources for the reimbursement of costs associated with the private property lead water service lateral replacement program.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
NOVEMBER 9 2021**

- g. Adopt the Resolution to Divide the Village of Fox Point into Wards Pursuant to Wisconsin Statutes Section 5.15 (4) per the Village Clerk's memorandum, dated November 2, 2021.
- h. Adopt the Resolution to combine Wards 1-4 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15 (6)(B) per the Village Clerk's memorandum dated November 2, 2021.
- i. Adopt the Resolution to combine Wards 5-9 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(B) per the village Clerk's memorandum, dated November 2, 2021.
- j. Approve payment of the bills in the amount of \$714,846.49 for the period October 1, 2021 through October 31, 2021 per the report submitted by the Village Manager.

Trustee Sumner requested the withdrawal of agenda items 5d and 5e.

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (6-0), to approve the consent agenda, as modified with the removal of items, 5d and 5e.

Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to Adopt a Final Special Assessment Resolution as outlined in agenda packet, pages 57-63 and as set forth in agenda item 6a.

Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Paving of Portions of the Private Road Section of Goodrich Lane.

Motion by President Frazer, seconded by Trustee Fonstad, to Adopt a Final Special Assessment Resolution Concerning the Paving of Portions of the Private Road Section of Goodrich Lane.

Public Works Director Scott Brandmeier's responded to Mr. Kuesel's earlier comments regarding this agenda item.

President Frazer called the question.

Motion carried by roll call vote (6-0).

Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road

Motion by President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), to Adopt a Final Special Assessment Resolution, as described on pages 70 through 75 of the agenda packet.

Change Order No. 2 from All-Ways Contractors, Inc. in the amount of \$20,446.16 for the placement of additional green infrastructure, including bioswales and piping (5d)

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
NOVEMBER 9 2021**

VB Agenda Packet-December 14, 2021
Page 5 of 144

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to approve change order no. 2 from All-Ways contractors, Inc., as set forth in agenda item 5d and as described on pages 15 through 17 of the agenda packet.

Proposal of Baxter & Woodman in an amount not to exceed \$55,339.73 for the design of the 2022 Road and Utility Project (5e)

Motion by President Frazer, seconded by Trustee Sumner, and carried by roll call vote (6-0), to accept the proposal of Baxter & Woodman in an amount not to exceed \$55,339.73 for the design of the 2022 Road and Utility Project, as described on pages 18 through 29 of the agenda packet.

Resolution of Appreciation - Plan Commission Member Scott Yauck

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (6-0), to adopt Resolution of Appreciation for Plan Commission member Scott Yauck.

Future Agenda Items-None

Motion by Trustee Sumner, seconded by Trustee Ollman, and carried by roll call vote (6-0), to place the discussion of authorizing project change orders (overages) on a future agenda.

Announcements

Trustee Fonstad
No announcements.

Trustee Sumner
No announcements.

Trustee Kravit
No announcements.

Trustee Ollman
No announcements.

Trustee Knight
No announcements.

Village President Frazer
No announcements.

Village Manager Scott Botcher
No announcements.

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
NOVEMBER 9 2021

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (6-0); the Village Board adjourned the Village Board meeting at 7:54 p.m.

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
NOVEMBER 22, 2021**

A meeting and public hearing Fox Point Village Board was held virtually via Zoom telephonic and video conferencing on Tuesday, November 22, 2021 at 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 Greg Ollman
Trustee Catie Knight

Not Present:

Trustee Bill Kravit

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

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

Public Hearing: Proposed 2022 Village Budget

On motion of President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), the Board opened the Public Hearing at 7:01 p.m.

President Frazer asked for comment(s); no comments were heard.

On motion of President Frazer, seconded by Trustee Knight, and carried by roll call vote (6-0), the Board closed the Public Hearing at 7:02 p.m.

Resolution to Adopt the 2022 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll

On motion of President Frazer, seconded by Trustee Knight, the Village Board adopted the Resolution language for the 2022 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll, as presented.

President Frazer called the question.

Motion carried by roll call vote (6-0).

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (6-0); the Village Board adjourned the Village Board meeting at 7:05 p.m.

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board

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

Through: Scott Botcher, Village Manager *gms*

Date: November 30, 2021

Re: Appointment of Election Inspectors

Election Inspectors staff the polling place on Election Day. The duties of the Election Inspectors include preserving order, registering and recording electors, issuing ballots, monitoring voting equipment, counting votes, properly completing the required forms and reconciling results, as required and by Municipal Board of Canvassers when necessary. Election Inspector terms run from January 1 of an even-numbered year through December 31 of the subsequent odd-numbered year; this is a two-year commitment for election inspectors. The terms for currently appointed Election Inspectors will be expiring on December 31, 2023.

The two top political parties are required to submit a certified nominee listing, confirming each nominee's interest in the position. Village of Fox Point did receive an Election Inspector Nomination List from the Republican Party with six nominees for the 2022-2023 election term. This list was a hand-delivered, certified list (as required). No Election Inspector Nomination List was received from the Democratic Party by the deadline of November 30, 2021.

A list, including Republican nominees and additional individuals has been attached of those who are interested in serving as Election Inspectors for the next term – January 1, 2022 through December 31, 2023. The clerk's office will continue to actively recruit election inspectors to fill vacancies for the new term, to alleviate any election inspector shortages in the upcoming 2022 elections.

It is my recommendation that the Village Board appoint the entire attached list of committed residents to serve Village of Fox Point as election inspectors for the two-year term of January 1, 2022 through December 31, 2023, as the Village of Fox Point is in need of election inspectors.

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>ADDRESS</u>
Barnum	Thomas	7348 N Crossway Rd
Beachkofski	Clare	7513 N Navajo Rd
Bell	Beverly	1000 East Bradley Road
Berger	Genina	7632 N Beach Dr
Booth	Larry	220 E Clovernook Ln
Carlson	Kristi	7481 N Lombardy Rd
Carlton	Jesse	7442 N Mohawk Rd
Cherny	Sara	8334 N Links Way
Clark	Kelly	7203 N Yates Rd
Coleman	Gayle	7014 N Clair St
Conn	Stephie	8308 N Indian Creek Pkwy
Craig	Jay	7950 N Regent Rd
Crueger-Monterroso	Maria	1750 E Dean Rd
Dickson	Margaret "Peggy"	712 East Green Tree Road
Diliberti (Barr)	Jessica (Jesse)	8162 N Seneca Rd
Dittrich	Jill	4065 N Murray Ave (Shorewood)
Eagleton	Colleen	8710 N Sebeca Court
Emory	Mary	302 E Acacia Rd
Filsinger	Nancy	220 W Cherokee Circle
Fishman	Florence	500 W Bradley Rd., #324C
Franklin	Marilyn	7870 North Regent Road
Frazer	Douglas	6405 N Berkeley Rd
Fritz	Denise	8035 N Navajo Road
Goodman	Hannah	8305 North Allen Lane
Goudreau	Susan	8055 N Poplar Drive
Grady	Sandra	8425 North Indian Creek Parkway
Grady	Mark	8425 North Indian Creek Parkway
Haraway	Jennifer	8220 N Whitney Road
Herszenon	Sidney	230 W Nokomis Ct.
Holcomb	Michael	201 W Brown Deer Rd
Houchin-Miller	Lesley	205 East Calumet Road
Jebb	Sarah	168 E Bradley Rd
Johnson	Betty	433 West Bradley Road
Karegeannes	Mary	8080 N Navajo Road
Kaufmann	Mary	7443 N Beach Ct
Keefe	Marcy	6445 North Santa Monica Boulevard
Knox	Amy	9310 N Lake Drive (Bayside)
Kominiarek	Katharyn	500 W Bradley Rd., #C328
Macek	Jill Schanon	7870 N Mohawk Rd
Mackiewicz	Gail	7623 North Bell Road
Manetti	Mary	500 W Bradley Rd., #A313
McGauran	Terry	308 E Willow Road
McGuraran	Terry	308 E Willow Rd
Mills	Mary Beth	1811 East Dean Road
Morrison	Helen	321 E Bradley Road
Murphy	Sara	7319 North Bridge Lane

Republican Nomination

Republican Nomination

Republican Nomination

Republican Nomination

Republican Nomination

Novak	Cheri	5011 N Kent (Whitefish Bay)
Pearson	Diane	7036 North Lake Drive
Pfaffl	John	314 E Green Tree Rd
Poznanski	William	7535 N Boyd Way
Rasansky	Cindy	200 West Nokomis Court
Reiley	Kathleen	702 East Green Tree Road
Rigby-McCotter	Christina	6819 North Barnett Lane
Rossi	Barbara	8520 N Manor Ln
Russek	Holly	1300 E Dean Rd
Ryan	Nancy	581 E Fox Dale Rd
Scarnavack	Claudia Jean	425 West Willow Court, Unit 152
Schwartz	Karin	448 East Fox Dale Court
Settler	Linda	7704 N Port Washington Rd., #215B
Shows	Paula	820 East Green Tree Road
Stanislawski	Richard	214 East Clovernook Lane
Sumner	Liz	7720 N Fairchild Rd
Tarnoff	Velia	7560 N Port Washington Road
Tirado	Marty	7627 N Lake Dr
Toffler	Mike	316 E Dean Rd
Van Uxem	Myra	8325 North Greenvale Road
Wawrzyn	Mary Anne	1700 E Dean Rd
Wessel	Joan	8055 North Seneca Road
White	Barbara	8143 N Gray Log Lane
Wick	Elizabeth	402 East Calumet Road
Wolkenstein	Judy	500 West Bradley Road, Apt 108A
Yarmulnick	Pat	7614 N Bell Road

Republican Nomination

Meiksins Robert 7026 N Lombardy Rd



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: December 7, 2021
Re: Recommendation for Acceptance of Change Order No. 1 for the Barnett Lane Ravine Stormwater Project

During construction of the Barnett Lane Ravine, it was determined that placement of 4-8-inch stone would be needed in order to properly bed the planned storm sewer pipe. This became apparent after excavation began because the contractor discovered areas of the bluff that had sand seams as well as sections of concrete curb and gutter that had been placed haphazardly throughout portions of the bluff (some sections were as long as 30 feet). The extent of the sand seam was not evident from the limited geotechnical borings that had been done and none of the borings had noted the existence of large sections of concrete curb and gutter. These areas, under the terms of the contract, needed to be removed so that the contractor could get to "competent" ground (more stable ground).

Our consultant evaluated the newly found field conditions and, instead of placing light or heavy rip rap or 1-inch stone (which were listed in the contract documents), it was determined that a better bedding material for the pipe would be the 4-8-inch stone. The contractor placed approximately 150 yards of 4-8-inch stone at \$135 per yard. The cost per yard is slightly more than the 1-inch stone (\$105/yard) but far less expensive than the light and heavy rip rap (\$225 and \$345/yard, respectively).

WSO Grading & Excavating performed the work based on the changed field conditions at the direction of our consultant (Kapur & Associates) and Village staff. I have reviewed the quantities and the unit price associated with the placement of the 4-8-inch stone and find that both are quite reasonable. WSO Grading & Excavating submitted a change order in the amount of \$20,304 for the placement of the 4-8-inch stone which represents less than seven percent of the bid contract value of approximately \$292,000 and is well under the budgeted amount of \$750,000. Therefore, it is my recommendation that the Village Board accept change order number 1 in the amount of \$20,304 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.

CONTRACT CHANGE ORDER

Change Order: _____

Date: 11/03/2021

Name of Project: Barnett Ravine Storm Water Improvement Project

OWNER: Village of Fox Point, WI

CONTRACTOR: W.S.O Grading & Excavating LLC

ENGINEER: Kapur Engineering Associates

The following changes are hereby made to the Contract Documents:

Additional work associated with placement of 4-8 stone (refer to attached quantity and cost table)

Change to CONTRACT PRICE:	\$ <u>20,304.00</u>
---------------------------	---------------------

Original CONTRACT PRICE:	\$ <u>292,101.50</u>
--------------------------	----------------------

Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>292,101.50</u>
---	----------------------

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by:	\$ <u>20,304.00</u>
--	---------------------

The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>312,405.50</u>
--	----------------------

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of work will be _____ Substantial (Date).

_____ Final (Date)

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR effected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Aaron Groh, Kapur Date _____
(Name)

(Title)

Accepted by the CONTRACTOR: Wade St. Onge Date 11/03/2021
(Name)

President/Owner
(Title)

Approved by the OWNER: _____ Date _____
(Name)

(Title)

Contract change order 1: Barnett Ravine Storm Water Improvement Project

Product ST48, 4-8 Stone was not included in original contract documents.

ITEM	QTY	UNIT	UNIT \$	TOTAL \$
ST48; 4-8 STONE	150.40	CY	135	20304.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: December 7, 2021
Re: Recommendation for 2022 Forestry Services

The Village has retained Wachtel Tree Science to serve as its Village Forester and has submitted a proposal to provide all necessary forestry services for 2022 including responding to resident requests, coordinating tree planting activities, and participation in the civic and volunteer groups, among others for an amount not to exceed \$44,800. The cost of the proposal is consistent with prior proposals received from Wachtel and reflects a slightly increased hourly rate as well as the additional work undertaken each of the past few years that have required the execution of a change order.

Village staff has been very pleased with Wachtel Tree Science's performance in providing Village Forester services for Village. Given the firm's performance and the fact that Wachtel Tree Science was the only firm that expressed an interest in serving as the Village Forester when proposals from qualified applicants were sought in 2008, it is my recommendation that the Village Board accept the proposal from Wachtel Tree Science for Village Forester services in 2022 in an amount not to exceed \$44,800 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the General Fund.



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

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the **2022 calendar year**, subject to the following terms and conditions:

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

8. Prepare annual Tree City USA and Bird City Wisconsin applications.
9. Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden Club and participate in the annual International Migratory Bird Day celebration held in May.
10. Assist the Village in any forestry-related grant writing and grant administration.
11. Term. The term of this agreement shall be for the calendar year 2022. Either party can terminate this agreement at any time upon thirty (30) days written notice.
12. Payment Terms. The above work shall be at an hourly rate of \$132.50 with estimated hours of 338 for a yearly total of \$44,800. The parties recognize and agree that charges to the Village shall not exceed \$44,800 for the term of this agreement. Wachtel shall provide written notice to the Village Director of Public Works when the number of hours reaches 300, and if it appears that the work contemplated by this agreement cannot be completed within the 338-hour estimate.
13. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor's agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works, or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
14. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

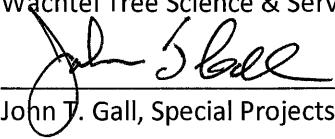
Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: _____
John T. Gall, Special Projects Coordinator



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
CC: John Gall
Date: December 7, 2021
Re: Recommendation for 2022 Emerald Ash Borer (EAB) Management

During budget deliberations in 2012, Village Staff along with our Forester, Wachtel Tree Science (Wachtel), recommended an 8-year Emerald Ash Borer (EAB) Initiative whereby the Village allocate \$154,000 annually to manage, treat and selectively remove ash trees in the Village. The funding for the first year of the EAB Initiative was approved for 2013. The Village completed its eighth year of the program in 2020 but continues EAB management with a less aggressive schedule and has budgeted \$75,000 for 2022 to treat and manage the remaining public ash trees.

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

Wachtel has submitted a proposal in the amount of \$15,000 to perform the EAB Management activities in 2022. The proposed funding is static from the past three years. It is my recommendation that the Village Board accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 to conduct EAB Management activities for the Village and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village with funding to come from the Capital Projects Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT
AND WACHTEL TREE SCIENCE & SERVICE
FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES
EMERALD ASH BORER INITIATIVE - 2022

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, the Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2022 calendar year, subject to the following terms and conditions:

I. For Administration of 2022 Village Budgeted Funds for EAB Activities

Wachtel will perform the following administrative duties for contracting ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the Village's 2022 capital projects budget for such activities.

1. Utilizing the Village's GIS Street, Park/ Public Property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2022 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.
5. Mark and measure current diameter for trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 113 hours. Our hourly rate is \$132.50 for the Project Manager and \$110 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed. The timetable as has been discussed includes having the ash treatments completed by July 15th for trunk injected products, the tree removal contract if

required to be awarded by November 2022 and replanting stock secured by December 2022 for the appropriate spring 2023 planting time.

II. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2022. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$132.50 for Project Manager and \$110.00 for a Staff Certified Arborist with a total cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

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

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By:



John T. Gall, Special Projects
Coordinator



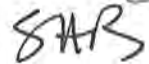
VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

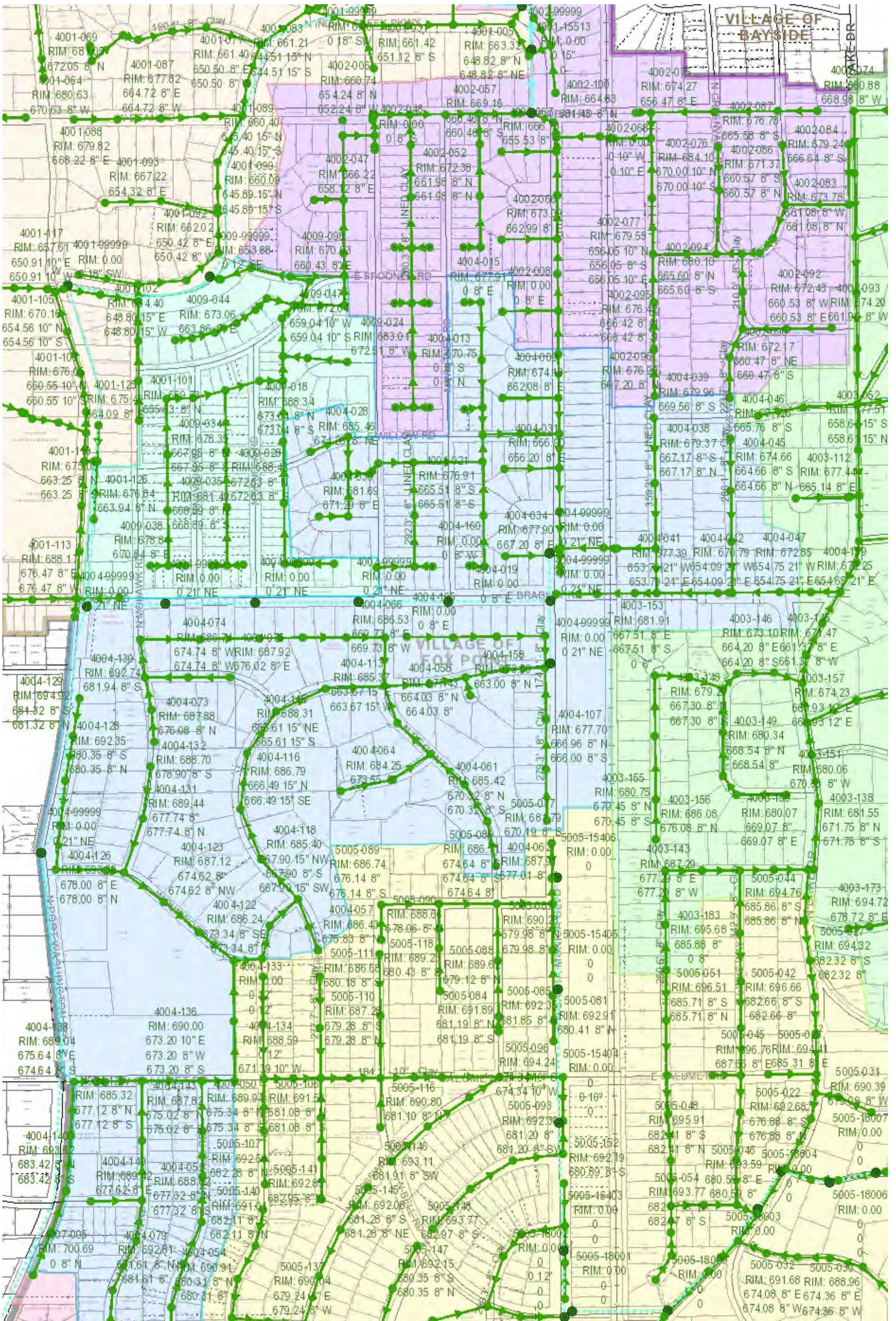
Date: December 7, 2021

Re: 2022 Sanitary Sewer Televising

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. This year's proposed televising focuses predominantly on the middle portion of the Village in Basin No. 4 (refer to the light blue shaded area on the attached map) as well as other miscellaneous locations and includes approximately 18,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. Other areas were targeted based on minor rehabilitation activities that had occurred nearly 10 years ago on some segments with the goal of evaluating the state of those rehab activities. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

On our behalf, Kapur & Associates solicited quotes from televising contractors and has received a quote to televise the mains at a very reasonable cost of \$0.70 per foot or about \$12,600.00. After the televising is complete, Kapur & Associates will review all of the videos and provide recommendations to DPW staff regarding which segments of the sanitary sewer mains require rehabilitation and which do not.

Kapur & Associates has submitted a proposal in an amount not to exceed \$19,838 to coordinate the 2022 sanitary sewer televising. I have reviewed their proposal to coordinate the televising and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$19,838 and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in and proposed to be allocated from the Sanitary Sewer Fund.



2022 Televising Locations

Basin No. 4

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" = 500'



VILLAGE OF FOX POINT

7200 North Santa Monica Boulevard
Fox Point, WI 53217
(414) 351-8900

Print Date: 12/9/2021

November 17, 2021

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

RE: 2022 Sanitary Sewer Closed Circuit Television Inspection

Dear Scott,

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

SCOPE OF SERVICES

- Review sanitary sewer GIS and preparation of proposed CCTV location maps (determine the size and length for each proposed televising sanitary sewer segment)
- Televising of approximately 18,000 L.F. of 8", 10", 12" and 15" sanitary sewer main
- Field coordination between TV contractor, residents and Village
- Review video's and determine the physical condition of sanitary sewer main
- CCTV inspection report, recommendation for rehab and construction cost estimate.

SCHEDULE

Sanitary sewer CCTV inspection will be performed in spring 2022. CCTV report can be completed by the end of July 2022.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be \$19,838. 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

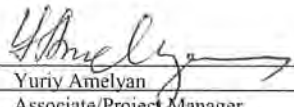
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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: Yuriy Amelyan
Title: Associate/Project Manager
Date: 11-17-2021

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: _____

COST NOT TO EXCEED
FOX POINT 2022 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$168.00	\$109.00	\$88.00		
Review of sanitary sewer GIS and preparation of proposed CCTV location map		8	6	14	\$872.00
Televising of sanitary sewer main, field coordination between TV contractor, residents and Village	Approximately 18,000 Feet @ \$0.70				\$12,600.00
Review video's and determine sanitary sewer pipe physical condition	4	24		28	\$3,288.00
CCTV inspection report, recommendation for rehab and cost estimate	6	16	2	24	\$2,928.00
Reimbursable expenses					\$150.00
TOTAL	10	48	8	66	\$19,838.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 7, 2021
Re: Recommendation for 2022 Sanitary and Storm Sewer Design

The Village is proposing to line approximately 6,200 linear feet of sanitary sewers in Basin Nos. 1 and 2 as well as 83 manholes in Basin No. 3. Basin Nos. 1 and 2 are located in the north/northwest portions of the Village and Basin No. 3 is located in the northeast portion of the Village. The rehabilitation locations were identified based on prior televising events that had been performed. In addition to the sanitary sewer lining, a small section of storm sewer on Fairchild Court is proposed to be lined.

The project also includes design activities associated with a private property infiltration and inflow project on Goodrich Court. This project is the result of years of investigation into the source of clear water entering our sanitary sewer main and causing numerous sanitary sewer overflows at Lift Station No. 2 on Beach Drive. More specifically, staff was working with Kapur & Associates and performed smoke testing along Goodrich Lane and Court and found smoke billowing out of the ground of the yard at 1441 East Goodrich Court. After discussing the matter with the property owner, it was determined that a house had once existed on the property where the smoke was billowing from the ground. Staff then coordinated a dye water test of the area and confirmed the connection to our sanitary sewer main. Staff has submitted a work plan to MMSD for reimbursement of the design, construction rehabilitation and inspection costs associated with this portion of the project and will only proceed with the work once MMSD has approved the work plan.

Kapur has submitted a proposal to the Village to perform the design activities in an amount not to exceed \$33,686 of which \$4,000 is eligible for reimbursement by MMSD upon approval of the work plan. I have reviewed the proposal and find it to be reasonable and appropriate. Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$33,686 to perform the design and construction document preparation activities associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer and Stormwater Funds.

November 17, 2021

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

RE: 2022 Sanitary and Storm Sewer Rehabilitation Project

Dear Scott,

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

SCOPE OF SERVICES

The Village of Fox Point is intending to rehabilitate sanitary sewers and manholes in Sanitary Sewer Basin Nos. 1, 2 and 3 in 2022. Most of the sanitary sewer lining work is located in Basin No. 1 while the manholes to be lined are located in Basin No. 3. In addition, there is a section of 24-inch storm sewer located at 7057 Fairchild Circle that is in need of lining. These areas will comprise the base bid for the work once the contract documents are compiled and include the following:

- Approximately 3,260 L.F. of 8-inch sanitary sewer (13 segments)
- Approximately 1,360 L.F. of 10-inch sanitary sewer (7 segments)
- Approximately 475 L.F. of 12-inch sanitary sewer (2 segments)
- Approximately 445 L.F. of 15-inch sanitary sewer lining (2 segments)
- Approximately 160 L.F. of 24-inch storm sewer CIPP lining (1 segment)
- Approximately 83 (Each) sanitary manhole rehabilitation in Basin #3

Under the contract documents, the Village will also identify an alternate bid to include lining of sanitary sewers in Basin No. 2 which includes approximately 630 L.F. of 8-inch sanitary sewer (7 segments).

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

- Meetings with the Village Staff
- Review sanitary and storm sewer CCTV inspection videos (approximately 6,330 L.F.), verify the physical condition of the pipe and finalize the rehabilitation spreadsheets:
- Field verification and evaluation of 83 sanitary sewer manholes including their physical condition and update the Village's GIS to incorporate the results.
- Prepare an inspection report for each manhole per NASSCO requirements, including digital photo and supportive documentation and recommendation for manhole rehabilitation.



- Prepare preliminary and final designs for the work.
- Prepare Bidding/Contract document and engineering cost estimate.
- Assist with publishing and bid opening. Finalize the bid tab upon review of the bids received and provide an award recommendation to the low bidder and the Village.
- Prepare copies of CCTV video for the prospective bidders.
- Work with prospective bidders and clarify proposed rehabilitation program.

The design also includes a final investigation and design of an appropriate remedy for a source of private property infiltration and inflow located at 1441 East Goodrich Court. This is an area that was discovered to be contributing clear water to the sanitary sewer that is tributary to Lift Station No. 2 and needs to be removed from the system. It is our understanding that a work plan has been submitted to MMSD for the reimbursement of the work (design, construction and inspection). The anticipated work/design includes the following:

- Hydro excavation and plug/cap abandoned sanitary lateral from the former shed.
- Grout approximately 65 L.F of abandoned old sanitary lateral from storage shed.
- Dye water testing after abandonment and check if any dye water inflow into sanitary MH 03-180.
- Approximately 70 L.F. of 6-inch sanitary lateral CIPP lining for 1441 E. Goodrich Court.
- Prepare a preliminary and final design.
- Prepare Bidding/Contract document and engineering cost estimate.
- Assist with publishing and bid opening, finalizing the bid tab and provide an award recommendation to the low bidder and the Village.

SCHEDULE

Sanitary sewer rehabilitation project will be performed in winter 2021-2022. Published in the middle of February and bid opening in March 2022.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be:

- Design activities for Basin Nos. 1, 2 and 3 is not to exceed \$29,686.00.
- Design activities for 1441 East Goodrich Court is not to exceed \$4,000.00

Total not to exceed fee: \$33,686.00.

ACCEPTANCE

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



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



STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

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

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

Article 2 Schedule of Services

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

Article 3 CLIENT's Responsibility

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

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

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

Article 4 Payment Terms

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

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

Article 5 Term and Termination

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

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

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

Article 6 Indemnity

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

Article 7 Ownership and Copyright of Documents

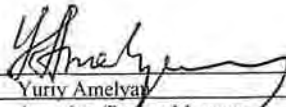
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional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

Article 8 Electronic Media

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

ENGINEER

Kapur

By: 
Print: Yuriy Amelyay
Title: Associate/Project Manager
Date: 12-17-2021

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: _____

COST NOT TO EXCEED
2022 SANITARY AND STORM SEWER REHABILITATION PROJECT
VILLAGE OF FOX POINT, WISCONSIN

TASK		Project Manager	Project Engineer	Construct ion Inspector	Cad Technician	Total Task Hours	Total Task Cost
		\$168.00	\$119.00	\$88.00	\$88.00		
BASE BID #1 AND ALTERNATE BID #1							
1	Meetings with the Village Staff	2	2			4	\$574.00
2	Review Sanitary and Storm Sewer CCTV Inspection Videos (approx 6,330 L.F.) Verification of the Pipe Physical Condition and Finalize Spreadsheets	2	8			10	\$1,288.00
3	Field Verification and Evaluation of Existing Manhole Physical Condition, Update Village's GIS	83 Each x \$150					\$12,450.00
4	Inspection Report for each Manhole per NASSCO Requirements, Including Digital Photo and Supportive Documentation and Recommendation for Manhole Rehabilitation	2	8	16		26	\$2,696.00
5	Preliminary and Final Design	4	32		16	52	\$5,888.00
6	Prepare Bidding Document, Engineering Cost Estimate	4	16			20	\$2,576.00
7	Publishing, Bid Opening, Finalizing the Bid Tab Upon Review of the Bids Received, Award Recommendation to the Low Bidder, Proceed with Construction Contract Documents	10				10	\$1,680.00
8	Prepare Copies of CCTV Video for the Prespective Bidders		8			8	\$952.00
9	Work with Prospective Bidders and Clarification of Proposed Rehabilitation Program	8	2			10	\$1,582.00
TOTAL FOR BASE BID #1 AND ALTERNATE BID #1:		32	76	16	16	140	\$29,686.00
BASE BID #2 PPII Reduction for 1441 E. Goodrich Court							
1	Investigative Cost (See Scope of Work)						\$2,000.00
2	Design Cost (See Scope of Work)						\$2,000.00
TOTAL FOR BASE BID #2							\$4,000.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: December 7, 2021

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

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

1. Utility mapping. This work includes linking as-built documentation from projects completed in 2022 into our GIS database which includes modification of the location attributes based on the as-built documentation.
2. As-built utility maintenance for additional records provided to Ruekert Mielke of projects that had been completed in 2021 and earlier.
3. Map utility easements that are secured for projects.
4. CCTV video links. Each year a contractor is hired to televise our sanitary sewers. We are beginning to update the GIS database by adding the most current video events to the individual sewer segments.
5. Maintenance and hosting of the website by Ruekert Mielke.
6. Miscellaneous training on various features of the program (if needed).

I have reviewed the proposal and find the costs to be reasonable and is \$140 less than the 2021 contract. Of the total cost of \$35,600, \$8,600 is related to the annual hosting costs – hosting and maintaining the Village GIS database. The remaining approximate \$27,000 is divided into the other tasks and is drafted such that they are charged on a time and materials basis (except the video linking tool) and the costs will reflect the actual hours spent on developing the tools. Most of the estimated remaining costs (about \$23,000) is related to the incorporation of as-built documentation into the database in order to keep the GIS up-to-date.

Therefore, it is my recommendation that the Village Board accepts the proposal from Ruekert & Mielke, Inc. in an amount not to exceed \$35,600 and authorizes the Village President and Village Clerk to sign the contract on behalf of the Village. Funding for this project is budgeted in the Sanitary Sewer Fund, Water Fund and Stormwater Utility and there is adequate budget to cover the cost of this work.



December 1, 2021

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

Re: 2022 GIS Annual Services Agreement

Dear Scott,

In response to our recent discussions and your GIS budgeting efforts, we are presenting you this Agreement for our GIS services and associated fees for 2022. On the following pages, we've described the different components of the efforts that were discussed in our previous conversation and provided a cost table to breakdown the price of each component.

Category	Recommended Budget
1. Core Services	\$8,600
2. GIS Services — Additional Services	
a. Utility Maintenance	\$12,000
b. Map Utility Easements	\$3,000
c. Storm & Sewer Video Linking	\$4,000
d. Sanitary	\$8,000
e. Conversion to AssetAlly	Included
Total 2022 Budget	\$35,600

Item 1 – Core Services

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

GIS Core Services include:

1. Hardware maintenance.
 - R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security.
2. Software maintenance.
 - R/M will ensure software resources it uses meet or exceed industry standards for performance and security.



Mr. Scott P. Brandmeier, P.E.
2022 GIS Annual Services Agreement
December 1, 2021
Page 2

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

Item 2 – GIS Services – Additional Services

- a. Utilities Mapping – Map new/upgraded utilities, attribute the pipes and structures with type, size, length, material, location, etc. Link as-built sheets to corresponding pipes and structures for the sanitary, water, and storm sewer system. (58 hrs.) approx.
- b. As-built utility maintenance for 2021 construction projects. Update utilities from provided records (storm, water, and green infrastructure). (30 hrs.) approx.
- c. Map Utility Easements – Digitize easement boundaries, apply attributes and link appropriate documents to the corresponding easements. (22 hrs.) approx.
- d. CCTV Videos – Organize and review CCTV data to establish data and labeling parameters. Link CCTV videos to corresponding pipe segments. (88 hrs.) approx.
- e. Training – (8 hrs.) approx.

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

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



Mr. Scott P. Brandmeier, P.E.
2022 GIS Annual Services Agreement
December 1, 2021
Page 3

Respectfully,

RUEKERT & MIELKE, INC.

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

Timothy J. Anderson
CADD/GIS Team Leader
tanderson@ruekertmielke.com

TJA:cal

Enclosure(s)

cc: Jerad Wegner, P.E., Ruekert & Mielke, Inc.
File 45-10008



Mr. Scott P. Brandmeier, P.E.
2022 GIS Annual Services Agreement
December 1, 2021
Page 4

CLIENT NAME:

Village of Fox Point

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: Ryan T. Amtmann
Ryan T. Amtmann, P.E.

Title: Vice President

Date: December 1, 2021

Designated Representative:

Name: Timothy J. Anderson

Title: CADD/GIS Team Leader

Phone Number: (262) 542-5733

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

Effective May 19, 2015

A. Standards of Performance

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

B. Authorized Representative

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

C. Payments to Consultant

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

D. Ownership and Reuse of Documents

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

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

E. Owner Provided Information

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

F. Access

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

G. Limit of Liability

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

H. Insurance

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

I. Termination of Contract

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

J. Indemnification and Allocation of Risk

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

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

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

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

K. Independent Contractor

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

L. Force Majure

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

M. Severability and Waiver of Provisions

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

N. Dispute Resolution

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

O. Public Records

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

END OF DOCUMENT

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2021-31

**RESOLUTION TO RECOGNIZE MARTIN LUTHER KING DAY IN MEMORY OF REV. DR.
MARTIN LUTHER KING, JR IN THE VILLAGE OF FOX POINT**

BE IT RESOLVED, that the Village of Fox Point does hereby proclaim Monday, January 17, 2022, as REV. DR. MARTIN LUTHER KING, JR. DAY and we encourage honoring the legacy of Rev. Dr. Martin Luther King, Jr.

Whereas, Rev. Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all people to participate in the never-ending work of building a more perfect union; and

Whereas, Rev. Dr. Martin Luther King, Jr. believed immensely in the power of individual action and collective hope to create a brighter future; and

Whereas, Dr. King dreamt that his children would, like all of us, one day live in a nation where they will not be judged by the color of their skin but by the content of their character; and,

Whereas, Rev. Dr. Martin Luther King, Jr. taught us to see the commonality of our dreams, our hopes and our fears - the threads, truths and dignity that bind us together as human beings; and

Whereas in 1983, Congress passed and President Ronald Reagan signed legislation creating the Martin Luther King, Jr. holiday, which is now observed in more than 100 countries; therefore,

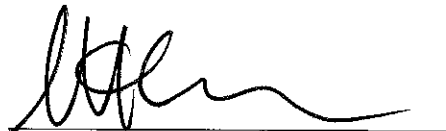
BE IT RESOLVED, the Village of Fox Point does support recognition of this Martin Luther King Day in memory of Rev. Dr. Martin Luther King, Jr.

Passed and Adopted by the Village Board, Village of Fox Point this ____ of December, 2021.

Douglas H. Frazer
Village President

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

This is to certify that the attached is true and correct list of bills due for a period from November 1-30, 2021, in the total amount of \$470,247.50. 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 December 14, 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: 11/01/2021-11/30/2021

Page: 1
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
919	DAVID J. FRANK LANDSCAPE C	36316	432 E FOX DALE CT	11/18/2021	270.00	11/18/2021
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					270.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	DECEMBER 2021	LIFE INSURANCE	11/18/2021	761.78	11/18/2021
Total 10-21520 GROUP LIFE:					761.78	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR1111212	Deferred Comp NORTH SHORE	11/10/2021	1,575.00	11/12/2021
375	NORTH SHORE BANK, FSB	PR1125212	Deferred Comp NORTH SHORE	11/24/2021	1,575.00	11/29/2021
814	GREAT-WEST TRUST COMPAN	PR1111211	Deferred Comp WI DEFER - PRE	11/10/2021	4,531.83	11/12/2021
814	GREAT-WEST TRUST COMPAN	PR1111211	Deferred Comp WI DEFER - RO	11/10/2021	986.92	11/12/2021
814	GREAT-WEST TRUST COMPAN	PR1125211	Deferred Comp WI DEFER - PRE	11/24/2021	4,681.83	11/29/2021
814	GREAT-WEST TRUST COMPAN	PR1125211	Deferred Comp WI DEFER - RO	11/24/2021	986.92	11/29/2021
101991	VANTAGEPOINT TRANSFER AG	PR1111211	Deferred Comp ICMA-PRETAX	11/10/2021	1,016.43	11/12/2021
101991	VANTAGEPOINT TRANSFER AG	PR1125211	Deferred Comp ICMA-PRETAX	11/24/2021	1,016.43	11/29/2021
Total 10-21530 DEFERRED COMPENSATION:					16,370.36	
10-21540 GARNISHMENT						
797	WI SCTF	9/17-10/28/21	REMIT 217318 CASE PIN 217318	11/03/2021	299.20	11/05/2021
Total 10-21540 GARNISHMENT:					299.20	
10-44500 ESTATE SALES PERMIT						
444	CREAM CITY ESTATE	1.056866	DEPOSIT 7018 N CLAIRE	11/11/2021	500.00	11/12/2021
Total 10-44500 ESTATE SALES PERMIT:					500.00	
10-46710 PAVILION RENTALS						
151	BELLING, STEVE	1.055996	PAVILLION REFUND LESS CAN	11/03/2021	140.00	11/05/2021
1091	OPPENHEIMER, DONALD	1.056614	PAVILION DEPOSIT	11/04/2021	50.00	11/05/2021
Total 10-46710 PAVILION RENTALS:					190.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	OCTOBER 2021	DRIVER SUR/JAIL FEE	11/02/2021	188.91	11/05/2021
552	WISCONSIN, STATE OF - COUR	OCTOBER 2021	OCTOBER	11/02/2021	599.50	11/05/2021
Total 10-51200-395 COUNTY COURT FEES:					788.41	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	12,472.80	11/18/2021
Total 10-51300-218 VILLAGE ATTORNEY:					12,472.80	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	OCT 28 2021	PROSECUTOR	11/02/2021	300.00	11/05/2021
Total 10-51300-219 VILLAGE PROSECUTOR:					300.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	157075	PROFESSION SERV/ INTERNET	11/01/2021	2,748.29	11/05/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 2

Report dates: 11/01/2021-11/30/2021

Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51530-210 CONTRACT SERVICES:					2,748.29	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	30287464	MONTHLY COPIER	11/01/2021	232.00	11/05/2021
405	PITNEY BOWES INC.	3314650756	LEASING	11/16/2021	480.57	11/18/2021
477	TAYLOR COMPUTER SERVICES	22516	MANAGED SERVICES	11/16/2021	432.10	11/18/2021
789	DO IT NOW CLEANING LLC	357	MONTHLY CLEANING	11/01/2021	1,583.37	11/05/2021
5778	OFFICE COPYING EQUIPMENT	AR154195	VLG HALL COPIES	11/09/2021	192.65	11/12/2021
Total 10-51600-210 CONTRACT SERVICES:					2,920.69	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	10/21/2021	0702787382-00002	11/01/2021	37.81	11/05/2021
Total 10-51600-220 GAS-HEAT:					37.81	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/21/2021	0702787382-00002	11/01/2021	1,035.57	11/05/2021
Total 10-51600-221 ELECTRIC UTILITIES:					1,035.57	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	250382196	ACCOUNT #87619173	11/11/2021	.59	11/12/2021
5312	AT & T- VILLAGE	10/22/2021	414 351-8900 758 7	11/01/2021	63.50	11/05/2021
Total 10-51600-222 TELEPHONE UTILITIES:					64.09	
10-51600-234 VILLAGE HALL MAINTENANCE						
892	SPECTRUM	11/07/2021	8348 10 012 0042231 VLG	11/15/2021	8.76	11/18/2021
2644	DOORMASTER GARAGE DOOR	31472	PARTS	11/02/2021	823.00	11/05/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					831.76	
10-51600-310 SUPPLIES/MISC EXPENSES						
2469	VERITIV OPERATING COMPANY	51061555326	COPY PAPER	11/10/2021	1,310.80	11/12/2021
5033	OFFICE DEPOT -US COMMUNIT	207683510001	37360205-VLG	11/11/2021	54.11	11/12/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					1,364.91	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	23	HEALTH INSURANCE REIMBUR	11/01/2021	481.12	11/05/2021
435	RIES, DANIEL	39	HEALTH	11/01/2021	839.15	11/05/2021
446	SCHELLING JUDITH	2	REIMBURSEMENT	11/01/2021	222.95	11/05/2021
548	WOJTANOWSKI, WILLIAM	7	MONTHLY DELTA VISION	11/01/2021	11.42	11/05/2021
548	WOJTANOWSKI, WILLIAM	NOV 2021 HEALTH	MEDICARE B REIMBURSE	11/02/2021	148.50	11/05/2021
638	KRIEFALL, DONALD A	67	HEALTH INSURANCE REIMBUR	11/01/2021	323.21	11/05/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					2,026.35	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	1021FPPD	ANNUAL VISITS	11/09/2021	3,800.00	11/12/2021
1560	FP SOLUTIONS	19321	INSPECTION	11/17/2021	995.00	11/18/2021
5152	JAMES IMAGING SYSTEMS, IN	1128995	POLICE DEPARTMENT	11/16/2021	77.83	11/18/2021
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					4,872.83	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 3
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	10/21/2021	0702787382-00008	11/01/2021	255.53	11/05/2021
Total 10-52100-220 GAS UTILITIES:					255.53	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/21/2021	0702787382-00015	11/01/2021	23.95	11/05/2021
536	WE-ENERGIES	10/21/2021	0702787382-00006	11/01/2021	1,698.75	11/05/2021
Total 10-52100-221 ELECTRIC UTILITIES:					1,722.70	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20211101OTA	8348 10 012 0041845 POLICE	11/09/2021	17.51	11/12/2021
2691	CENTURYLINK-BUSINESS SVC.	250392196	ACCOUNT #87619173	11/11/2021	.58	11/12/2021
2973	TIME WARNER CABLE	70433001110121	070433001	11/09/2021	911.34	11/12/2021
5312	AT & T- VILLAGE	10/22/2021	414 351-8900 756 7	11/01/2021	39.69	11/05/2021
Total 10-52100-222 TELEPHONE UTILITIES:					969.12	
10-52100-232 VEHICLE MAINTENANCE						
503	VILLAGE HARDWARE - DPS	212729	WINDSHIELD WASH	10/27/2021	12.92	11/05/2021
Total 10-52100-232 VEHICLE MAINTENANCE:					12.92	
10-52100-233 EQUIPMENT MAINTENANCE						
2248	STOP-STICK LTD	0022781	STOP STICKS	11/04/2021	240.00	11/05/2021
5839	LEXISNEXIS	1246411-20211031	MONTHLY FEE	11/04/2021	30.50	11/05/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					270.50	
10-52100-310 SUPPLIES/EXPENSES						
2620	SIRCHIE FINGER PRINT LAB, IN	519981	EVIDENCE SUPPLIES	11/17/2021	91.23	11/18/2021
Total 10-52100-310 SUPPLIES/EXPENSES:					91.23	
10-52100-322 TRAINING						
1163	FBINNA-WISCONSIN CHAPTER	holiday2021	LUNCHEON	11/02/2021	28.00	11/05/2021
5826	KALAHARI RESORT & CONVEN	b3h4mh7r	FREEDY-LODGING	11/02/2021	182.00	11/05/2021
Total 10-52100-322 TRAINING:					210.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1530650	BROUWER	11/11/2021	159.99	11/18/2021
473	STREICHER'S	1530655	HANNA	11/11/2021	22.49	11/18/2021
473	STREICHER'S	1533637	HUBER	11/11/2021	9.99	11/18/2021
473	STREICHER'S	1533648	OBREMSKI	11/11/2021	225.00	11/18/2021
473	STREICHER'S	1533649	OBREMSKI	11/11/2021	146.97	11/18/2021
Total 10-52100-330 CLOTHING ALLOWANCE:					564.44	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2839338	POLICE 10586-10586	11/04/2021	166.77	11/05/2021
Total 10-52100-334 JANITORIAL SUPPLIES:					166.77	
10-52100-335 SCHOOL EXPENSES						
86	BROWN DEER, VILLAGE OF	21-0001063	RANGE FEES	11/04/2021	500.00	11/05/2021
511	WAUKESHA COUNT TECH. COL	13813	TRAINING	11/09/2021	125.00	11/12/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 4
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1257	RITE ACADEMY LLC	20211110	RITE TOOL KIT/BOOK	11/11/2021	332.20	11/12/2021
5626	KALAHARI RESORT & CONVEN	5mc80kp8	FREEDY-LODGING	11/02/2021	182.00	11/05/2021
5626	KALAHARI RESORT & CONVEN	ASMHL5D	BROWER	11/16/2021	246.00	11/18/2021
Total 10-52100-335 SCHOOL EXPENSES:					1,385.20	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	11/02/2021	0702787382-00001	11/15/2021	190.31	11/18/2021
536	WE-ENERGIES	11/05/2021	0702787382-00013	11/11/2021	17.48	11/12/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					207.79	
10-53300-405 STREET MATERIALS						
5920	AMERICAN ASPHALT MATERIAL	59721	ASPHALT	11/02/2021	278.71	11/05/2021
Total 10-53300-405 STREET MATERIALS:					278.71	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
5033	OFFICE DEPOT -US COMMUNIT	206898566001	37360205 VLG	11/18/2021	61.15	11/18/2021
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					61.15	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	11/02/2021	0702787382-00003	11/15/2021	18.23	11/18/2021
536	WE-ENERGIES	11/05/2021	0702787382-00016	11/11/2021	16.25	11/12/2021
536	WE-ENERGIES	11/05/2021	0702787382-00005	11/11/2021	15.71	11/12/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					50.19	
10-53620-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	1255837	RAKES	11/01/2021	194.00	11/05/2021
Total 10-53620-400 MATERIALS:					194.00	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000646-1996-4	MSW	11/10/2021	7,634.44	11/12/2021
Total 10-53630-370 LANDFILL FEES:					7,634.44	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0062943-2286-9	YARDWASTE	11/10/2021	941.17	11/12/2021
Total 10-53642-400 MATERIALS:					941.17	
10-53700-300 MISCELLANEOUS EXPENSE						
776	GRAINGER, INC.	9101094895	PIPE INSTALL	11/08/2021	49.88	11/12/2021
2241	ITU ABSORB TECH, INC	7795320	SHOP	11/08/2021	11.71	11/12/2021
2241	ITU ABSORB TECH, INC	7799605	SHOP	11/08/2021	11.71	11/12/2021
5691	CINTAS CORPORATION	5081592647	FIRST AID CABINET	11/02/2021	39.99	11/05/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					113.29	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	853683	GLOVES	11/02/2021	37.95	11/05/2021
327	MENARD'S - MILWAUKEE	39894	MISC	11/02/2021	6.77	11/05/2021
547	ROLAND MACHINERY	40103205	LUBE SPIN	11/08/2021	193.79	11/12/2021
591	CUMMINS INC.	F6-18880	HEATER COOLANT	11/08/2021	267.20	11/12/2021
665	LAKESIDE INTERNATIONAL TR	1349389P	SENSOR	11/02/2021	76.75	11/05/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 5
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1009	PARTNERS MFG. GROUP, INC	2021-1787	PARTS	11/01/2021	3,789.05	11/05/2021
1074	MATHESON TRI-GAS, INC	005178291cr	CREDIT	11/10/2021	34.10-	11/12/2021
1074	MATHESON TRI-GAS, INC	0051878481	ACETYLENE	11/08/2021	36.74	11/12/2021
1261	INTERSTATE POWER SYSTEMS	C041050914:01	FILTER	11/02/2021	130.68	11/05/2021
4388	MILWAUKEE SPRING & ALIGNM	43975	BOLTS	11/08/2021	64.32	11/12/2021
4777	BATTERIES PLUS -	P43513119	LITHIUM	11/02/2021	17.26	11/05/2021
102169	TRUCK COUNTRY OF WISCON	R207019158:01	DIAGNOSE	11/02/2021	388.24	11/05/2021
Total 10-53700-341 REPAIR PARTS:					4,974.65	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	853683	DEF	11/02/2021	62.94	11/05/2021
1337	HERBST OIL, INC	79077	FUEL	11/02/2021	1,936.64	11/05/2021
1337	HERBST OIL, INC	79078	FUEL	11/02/2021	1,716.26	11/05/2021
Total 10-53700-343 FUEL:					3,715.84	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	10/21/2021	0702787382-00002	11/01/2021	37.80	11/05/2021
Total 10-53800-220 GAS UTILITIES:					37.80	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/21/2021	0702787382-00002	11/01/2021	1,035.56	11/05/2021
Total 10-53800-221 ELECTRIC UTILITIES:					1,035.56	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	10/22/2021	414 351-8900 758 7	11/01/2021	55.57	11/05/2021
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9889682038	787066169-0001	10/01/2021	281.08	11/12/2021
2136	VERIZON WIRELESS	9891881981	787056169-00001	11/01/2021	206.25	11/18/2021
Total 10-53800-224 CELL PHONES:					487.33	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7795322	DPW	11/08/2021	27.23	11/12/2021
2241	ITU ABSORB TECH, INC	7799607	DPW	11/08/2021	27.23	11/12/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					54.46	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	20210810	LX CLUB FEES	10/08/2021	175.00	11/12/2021
Total 10-55400-430 LX CLUB MATERIALS:					175.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	11/05/2021	0702787382-00011	11/11/2021	186.64	11/12/2021
Total 10-55440-220 GAS UTILITIES:					186.64	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/05/2021	0702787382-00010	11/11/2021	131.45	11/12/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 6
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-55440-221 ELECTRIC UTILITIES:					131.45	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	92642	FORESTRY REQUESTS	10/29/2021	4,628.00	11/12/2021
Total 10-56100-125 FORESTRY CONSULTANT:					4,628.00	
10-56100-465 TREE MAINTENANCE						
585	LFGEORGE INC.	LC15168	STUMP CUTTER RENTAL	11/02/2021	1,200.00	11/05/2021
5933	WACHTEL TREE SCIENCE & SE	92744	FERTILIZATION	11/01/2021	215.00	11/12/2021
Total 10-56100-465 TREE MAINTENANCE:					1,415.00	
21-71000-400 MATERIALS						
408	RHOMAR INDUSTRIES, INC	100093	RHOMA-SOL	11/08/2021	5,308.23	11/12/2021
2260	PORT A JOHN	1335112-IN	PORTAJOHNS	11/01/2021	106.00	11/12/2021
101806	USA BLUEBOOK	763752	FLAG	10/19/2021	351.57	11/05/2021
Total 21-71000-400 MATERIALS:					5,765.80	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	11/05/2021	0702767382-00004	11/11/2021	11.35	11/12/2021
Total 21-72000-220 GAS UTILITIES:					11.35	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/05/2021	0702767382-00007	11/11/2021	24.93	11/12/2021
536	WE-ENERGIES	11/05/2021	0702767382-00004	11/11/2021	94.17	11/12/2021
Total 21-72000-221 ELECTRIC UTILITIES:					119.10	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9889682038	787066169-0001	10/01/2021	37.50	11/12/2021
2136	VERIZON WIRELESS	9891881981	787056169-00001	11/01/2021	37.50	11/18/2021
Total 21-73000-400 MATERIALS:					75.00	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	109637	PPII PROGRAM	09/22/2021	4,512.00	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110175	PPII PROGRAM	10/22/2021	1,137.50	11/12/2021
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	488.20	11/19/2021
574	UPI, LLC	2119	SANITARY SEWER LATERAL	10/22/2021	146,058.76	11/12/2021
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					152,196.46	
21-91000-871 TELEVISIONING						
256	KAPUR & ASSOCIATES, INC.	107584	SANITARY SEWER CCTV	05/07/2021	1,749.00	11/12/2021
Total 21-91000-871 TELEVISIONING:					1,749.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	109635	SANITARY STORM CIPP	09/22/2021	6,494.68	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110376	SANITARY STORM CIPP	11/02/2021	1,335.00	11/16/2021
1247	VISU-SEWER, INC.	Payment No. 2 2021	SANITARY SEWER REHAB	10/02/2021	44,279.58	11/12/2021
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					52,109.26	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 7
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6699810-2275-1	MONTHLY RECYCLING	11/10/2021	22,163.00	11/12/2021
1299	WASTE MANAGEMENT OF WI-M	6699810-2275-1	CREDIT	11/10/2021	1,000.00-	11/12/2021
Total 22-53650-210 CONTRACT SERVICES:					21,163.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	11/05/2021	0702787382-00012	11/11/2021	9.57	11/12/2021
Total 23-55420-220 GAS UTILITIES:					9.57	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/05/2021	0702787382-00012	11/11/2021	15.71	11/12/2021
Total 23-55420-221 ELECTRIC UTILITIES:					15.71	
24-44460 BUILDING PERMIT						
930	IRION, ELLEN	1.056726	REFUND PERMIT	11/01/2021	70.00	11/05/2021
Total 24-44460 BUILDING PERMIT:					70.00	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	139.60	11/18/2021
Total 24-52400-210 CONTRACT SERVICES:					139.60	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9889682038	787066169-0001	10/01/2021	35.00	11/12/2021
2136	VERIZON WIRELESS	9891881981	787056169-00001	11/01/2021	35.00	11/18/2021
Total 24-52400-224 CELL PHONES:					70.00	
25-53410-400 MATERIALS						
101806	USA BLUEBOOK	763752	FLAG	10/19/2021	351.57	11/05/2021
Total 25-53410-400 MATERIALS:					351.57	
25-53420-400 MATERIALS						
502	VILLAGE HARDWARE - VH	213185	MISC	11/15/2021	17.09	11/18/2021
Total 25-53420-400 MATERIALS:					17.09	
25-53420-415 MAINTENANCE						
787	PROFESSIONAL GROUNDS MG	60334	DUMP MOWING	11/03/2021	200.00	11/05/2021
2844	SWEEP-ALL LLC	28534	BEACH HILL/DPW/ VLG HALL	11/09/2021	319.50	11/12/2021
Total 25-53420-415 MAINTENANCE:					519.50	
25-53660-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	1255837	RAKES	11/01/2021	281.68	11/05/2021
Total 25-53660-400 MATERIALS:					281.68	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9889682038	787066169-0001	10/01/2021	30.00	11/12/2021
2136	VERIZON WIRELESS	9891881981	787056169-00001	11/01/2021	30.00	11/18/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 8
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 25-53800-210 CONTRACT SERVICES:					60.00	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	109634	GREENVALE STORM WATER	09/22/2021	476.97	11/12/2021
256	KAPUR & ASSOCIATES, INC.	109635	SANITARY STORM CIPP	09/22/2021	6,494.68	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110375	GREENVALE STORM WATER	11/02/2021	1,095.60	11/18/2021
256	KAPUR & ASSOCIATES, INC.	110376	SANITARY STORM CIPP	11/02/2021	1,335.00	11/18/2021
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	932.90	11/18/2021
1247	VISU-SEWER, INC.	Payment No. 2 2021	SANITARY SEWER REHAB	10/02/2021	34,684.00	11/12/2021
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					45,019.15	
40-91200-801 SQUAD CARS						
4976	GENERAL COMMUNICATIONS	299297	INSTALL	11/02/2021	824.00	11/05/2021
Total 40-91200-801 SQUAD CARS:					824.00	
40-91400-843 CARTS FOR REAR TIP SCOOTERS						
4389	BOBCAT PLUS, INC.	EB47373	AVANT TECN	11/02/2021	6,460.00	11/05/2021
Total 40-91400-843 CARTS FOR REAR TIP SCOOTERS:					6,460.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	107587	ROAD AND UTILITY	05/07/2021	3,675.00	11/12/2021
256	KAPUR & ASSOCIATES, INC.	109631	ROAD AND UTILITY	09/22/2021	11,179.04	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110134	LAKE DRIVE CONCEPTUAL DE	10/22/2021	7,377.50	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110374	ROAD AND UTILITY	11/02/2021	19,591.76	11/18/2021
1073	WI DEPT. OF TRANSPORTATIO	395-0000239363	DESIGN	11/01/2021	2,549.01	11/18/2021
Total 40-91500-801 STREET RESURFACING:					44,372.31	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	110173	GENERAL PROF	10/22/2021	1,372.00	11/12/2021
Total 40-91500-825 PROJECT MANAGEMENT:					1,372.00	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	109631	ROAD AND UTILITY	09/22/2021	11,179.04	11/12/2021
256	KAPUR & ASSOCIATES, INC.	109636	BARNETT RAVINE	09/22/2021	1,301.50	11/12/2021
256	KAPUR & ASSOCIATES, INC.	110377	BARNETT RAVINE	11/02/2021	879.00	11/18/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					13,359.54	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	92641	EAB	10/29/2021	572.00	11/12/2021
Total 40-91600-833 TREE REPLACEMENT:					572.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
983	MSA PROFESSIONAL SVCS, IN	R17951003.0-5	SHORELINE REPAIRS	11/05/2021	6,285.24	11/12/2021
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					6,285.24	
40-91600-851 DISEASED TREE REMOVAL						
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	617.40	11/18/2021
1569	CUTNGO, LLC	1017	TREE CUTTING	11/18/2021	5,076.00	11/29/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 9
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 40-91600-851 DISEASED TREE REMOVAL:					5,693.40	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	138911	GIS DATA MAINT	11/04/2021	615.25	11/18/2021
Total 50-53100-233 GIS MAINTENANCE:					615.25	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	67	MONTHLY	11/01/2021	20,946.20	11/05/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	820.00	MONTHLY MANAGEMENT FEE	11/18/2021	6,100.00	11/18/2021
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,100.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
502	VILLAGE HARDWARE - VH	212856/1	NUTS/BOLTS	11/02/2021	2.97	11/12/2021
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					2.97	
50-81000-651 MAINTENANCE OF MAINS						
474	CORE & MAIN LP	P802124	LID/EXT	10/20/2021	713.49	11/05/2021
502	VILLAGE HARDWARE - VH	211466/1	WATER DEPT	09/13/2021	31.48	11/05/2021
2241	ITU ABSORB TECH, INC	7795321	WATER DEPT	11/08/2021	8.47	11/12/2021
2241	ITU ABSORB TECH, INC	7799606	WATER DEPT	11/08/2021	8.47	11/12/2021
5920	AMERICAN ASPHALT MATERIAL	59721	ASPHALT	11/02/2021	278.71	11/05/2021
101806	USA BLUEBOOK	763752	FLAG	10/19/2021	351.58	11/05/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					1,392.20	
50-81000-653 MAINTENANCE OF METERS						
502	VILLAGE HARDWARE - VH	212936/1	MASKS	11/04/2021	14.38	11/12/2021
3252	MIDWEST METER INC.	0136573-IN	PARTS	10/06/2021	25.60	11/05/2021
Total 50-81000-653 MAINTENANCE OF METERS:					39.98	
50-81000-655 MAINTENANCE OF OTHER PLANT						
129	CORRPRO	867840	RESERVOIR	10/31/2021	875.00	11/18/2021
863	ENERGENECS, INC.	0042914-IN	REPAIR	10/20/2021	300.00	11/05/2021
Total 50-81000-655 MAINTENANCE OF OTHER PLANT:					1,175.00	
50-81000-800 CAPITAL OUTLAY						
535	MUNICIPAL LAW & LITIGATION	6270	VILLAGE ATTORNEY	11/18/2021	393.20	11/18/2021
Total 50-81000-800 CAPITAL OUTLAY:					393.20	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	11/10/2021 FILTER	FILTER UPGRADE	11/18/2021	314.53	11/18/2021
378	NORTH SHORE WATER COMMI	11/10/2021 VIDEO	VIDEO SURVEILLANCE	11/18/2021	480.56	11/18/2021
Total 50-81000-844 NSWC CAPITAL PROJECTS:					795.09	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80085224	HOSTING SERV UNIT	10/29/2021	149.98	11/12/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 11/01/2021-11/30/2021

Page: 10
Nov 30, 2021 02:40PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-903 SUPPLIES AND EXPENSE:					149.98	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9889882038	787066169-0001	10/01/2021	37.50	11/12/2021
2136	VERIZON WIRELESS	9891881981	787056169-00001	11/01/2021	37.50	11/18/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					75.00	
Grand Totals:					470,247.50	

Date Approved: _____

Village Manager: _____

Village Board: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 7, 2021
Re: Lake Drive Public Information Meeting Summary

Kapur & Associates made a presentation to the Village Board at the September meeting to discuss the possibility of adding bike lanes and crosswalks to areas of Lake Drive. Subsequently, a public information meeting (PIM) was held in October to present the information to the public and, afterwards, the public was provided with an approximate 30-day comment period to provide input on the possibility of adding bike lanes and crosswalks as well as other concerns raised during the public comment period.

The results of the public comments are included in the attached memorandum from Kapur & Associates. Below is a summary of the results as well as the recommended next steps:

1. The vast majority of respondents were in favor of adding bike lanes and crosswalks. Based on the responses, it is my recommendation that staff be directed to develop a contract with Kapur & Associates to incorporate such features into the Lake Drive Project and present the contract to the Village Board for approval at the January or February 2022 meeting. Of particular note is the following:
 - a. Of those responding to the addition of crosswalks, there didn't seem to be an overwhelming consensus on whether to incorporate simple, regular crosswalks or smart crosswalks with flashing beacons and illumination. It is my recommendation that the contract with Kapur include provisions to design smart crosswalks given that none have previously existed in Fox Point and the smart crosswalks will do a better job of drawing the motorists attention to the new crossing.
 - b. The results of the public comments have been shared with the Department of Transportation and their Office of Asset and Performance Management (OAPM) is currently evaluating the possibility of covering the costs (design and construction) associated with the bike lanes and crosswalks. However, we do not yet have a final answer from the DOT but recommend proceeding with the work in order to keep the project moving forward
2. Kapur had also presented four different designs/layouts for Beach Drive:

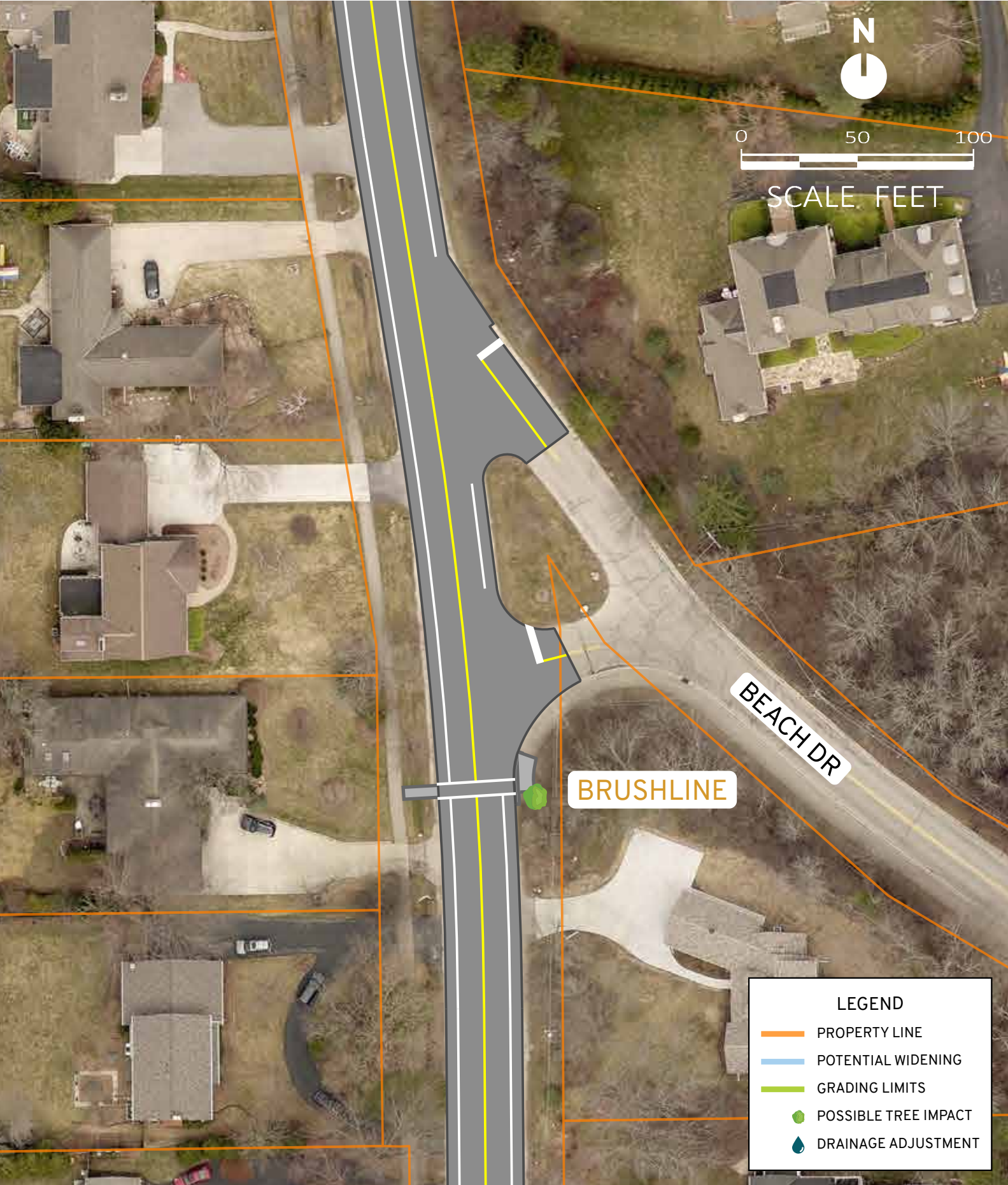
- a. One option maintained the entrances to Beach Drive as is but added a crosswalk to the south of the south entrance/connection.
 - b. A second option eliminated the north connection, added a left and right turn lane from Beach Drive onto Lake Drive and added the crosswalk to the south of the south entrance/connection.
 - c. A third option was very similar to the second option but pushed the entrance/connection to Beach Drive north of the south connection such that it was between the north and south connections. The north connection was eliminated under this scenario.
 - d. The fourth option was very similar to the second option but incorporated a southbound left turn lane on Lake Drive and a raised median south of the entrance to Beach Drive that would allow for pedestrian refuge when crossing Lake Drive.
 - e. I have attached a copy of each of the options for your review. Of the comments received, there was no overwhelming support for one option versus another as four respondents were opposed to any improvements, four requested the left turn lane on Lake Drive, one requested that access be combined and one noted that we should only incorporate the crosswalk and not make any other improvements.
 - f. Considering the limited number of comments on the proposed options, it is my recommendation that the Board approve either Option 1 (keep the connections as is but add a crosswalk) or Option 2 (eliminate the north connection and add a crosswalk). Given the odd angle at which motorists have to exist the north connection to northbound Lake Drive, it is my recommendation that this connection be eliminated and the Village Board proceed with Option 2. As with the bike lanes and crosswalks, staff and Kapur will work with the DOT regarding the design and construction costs associated with this segment of the project.
3. Other miscellaneous items arose during the public comment period, including the following:
- a. Reducing the speed limit to 30 miles per hour.
 - b. Eliminating the left turn lane at Bell Road.
 - c. Making drainage improvements along the entire route.
 - d. It is my recommendation that staff and Kapur be directed to evaluate the merits of eliminating the left turn lane at Bell Road. This will include preliminary conversations with the DOT on whether they are receptive to such a proposal and, if so, a traffic study may be needed in order to determine whether such request is feasible.
 - e. It is my further recommendation that staff and Kapur be directed to evaluate critical areas along Lake Drive that may need to be improved as part of the project. A scope of work can be developed and presented to the Village Board at a subsequent

meeting understanding that the DOT is also evaluating making drainage improvements along Lake Drive based on comments received from the public.

4. Though not part of the public comment, there is still the outstanding matter of improvements to the water main and water main crossings along Lake Drive. It is my recommendation that staff and Kapur be directed to develop a scope of work related to select water main work which will be presented to the Village Board for consideration at a subsequent meeting.

STH 32 (LAKE DR) – BEACH DR

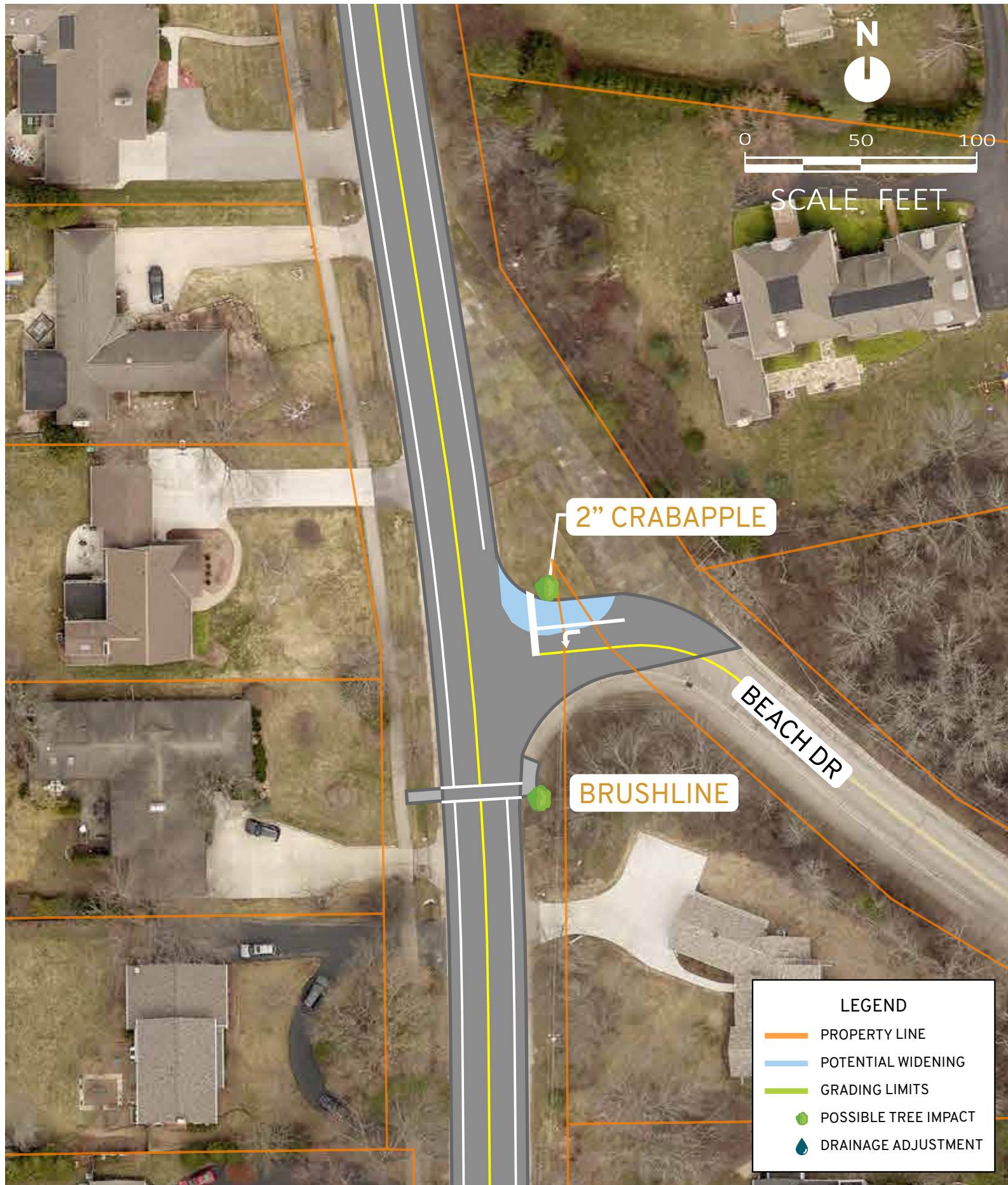
ADDED CROSSWALK



STH 32 (LAKE DR) – BEACH DR

ADDED CROSSWALK & NORTH CONNECTION ELIMINATED

VB Agenda Packet-December 14, 2021
Page 57 of 144
OCTOBER 19, 2021



STH 32 (LAKE DR) – BEACH DR
ADDED CROSSWALK & ACCESS POINTS COMBINED

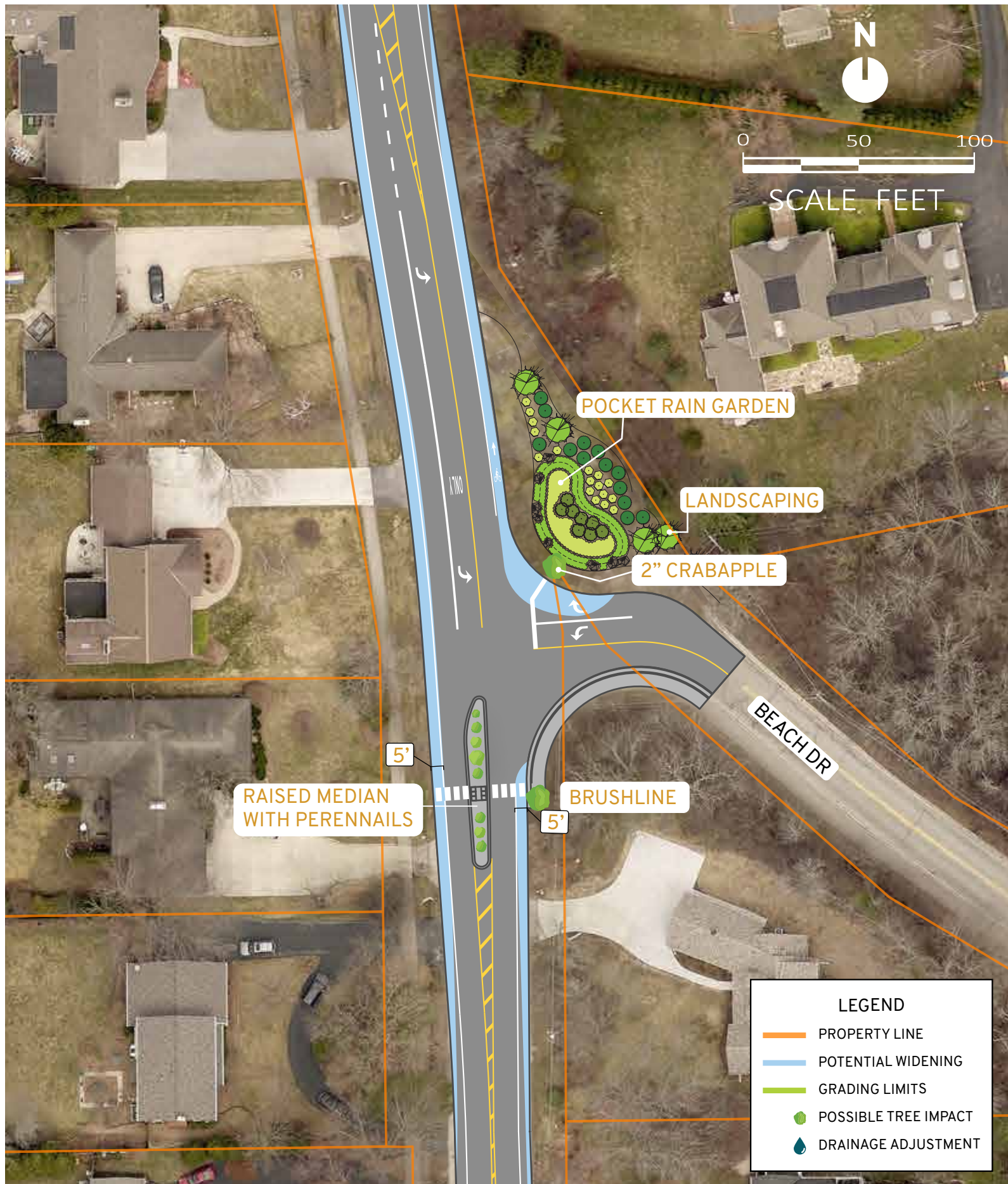


STH 32 (LAKE DR) – BEACH DR

ADDED CROSSWALK, NORTH CONNECTION ELIMINATED,
& ADDED LEFT TURN LANE AND MEDIAN PEDESTRIAN REFUGE

VB Agenda Packet-December 14, 2021
Page 59 of 144

OCTOBER 19, 2021





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

memo

**Lake Drive (STH 32)
School Road to Dean Road
Village of Fox Point
Milwaukee County**

Date: December 7, 2021
To: Scott Brandmeier, PE – Village of Fox Point
Cc: Nguyen Ly, PE – WisDOT Project Manager
From: Aaron Bubba, PE – Kapur & Associates, Inc.
RE: Summary of October 2021 PIM

The Village of Fox Point held a Public Involvement Meeting (PIM) on Tuesday, October 19, 2021 to discuss conceptual roadway designs for on-street bicycle accommodations and pedestrian crosswalks as part of the Wisconsin Department of Transportation (WisDOT) project to resurface Lake Drive (STH 32) from School Road to Dean Road. Intersection alternatives for Beach Drive at Lake Drive were also shared. The meeting was held in-person at the Village Hall and virtually via Zoom. The PIM presentation, exhibits, typical sections, handout, and comment form were also posted to the Village's project website.

A table summarizing the public comments received is included as **Attachment 1**. Full comments and responses are included as **Attachment 2**. A summary of the PIM Discussion/Q&A is included as **Attachment 3**. The following is a summary of our interpretation of the public comments received after the meeting in October and November 2021.

COMMENTERS

- 51 comments were received via mail and email.
- There was one person who submitted comments twice (one via mail and another via email).
- 50 unique comments were received.
- 40 commenters identified themselves as Village of Fox Point residents.

BICYCLE ACCOMMODATIONS

- 42 comments were in favor of including bicycle lanes.
- 4 comments were opposed to including bicycle lanes.



CROSSWALKS

- 31 comments were in favor of including crosswalks at strategic locations.
- Of the 31 comments supporting crosswalks, 6 commenters were in full support of the “Smart Crosswalk” solutions with both Rectangular Rapid Flash Beacons (RRFBs) and On-demand Lighting.
- There was support for Smart Crosswalks at only the following locations:
 - *“Want Smart Crosswalk at Holly Ct/Barnett Ln.”*
 - *“Dean, Beach, and Green Tree seem to be the strongest candidates for smart crosswalk enhancements.”*
- There was support for only installing crosswalks at the following locations:
 - *“Need crosswalk at Beach Dr.”*
 - *“Bridge and Wye seem like a natural location for a crosswalk. Ditto for Beach and Green Tree.”*
 - *“Bridge Lane is a very busy spot for pedestrians and bike riders to cross Lake Drive.”*
- 4 comments were opposed to including crosswalks.

BEACH DRIVE ALTERNATIVES

- 6 comments were in favor of making intersection improvements at Beach Drive.
- Of the 6 comments supporting Beach Drive intersection improvements, 4 commenters were in full support of adding a southbound left-turn lane with refuge median.
- 4 comments were opposed to making changes to the intersection at Beach Drive.

OTHER COMMENTS

- 2 comments supported making drainage improvements at specific locations along Lake Drive.
 - *“Improve drainage, especially at Portage Rd.”*
 - *“There are drainage issues for the neighborhood at the corner of Daphne and Lake Drive. The drainage issues should be fixed as part of the resurfacing Lake Drive project.”*
- 6 comments supported reducing the posted speed limit.
 - *“Recommend lowering speed limit to 25 mph or 30 mph.”*
 - *“Speed calming techniques should be considered.”*
 - *“Would love to see the speed limit reduced to 30 mph as it is in Whitefish Bay.”*
 - *“Reduction of the speed limit to 25-30mph as this segment of Lake Drive is residential and also to be in concert with the speed limits to the south in Whitefish Bay and Shorewood.”*
 - *“Reducing the speed limit on Lake Drive from 35 to 30 mph would bring Fox Point in line with Whitefish Bay and Shorewood and enhance pedestrian and bicycle safety.”*
 - *“The speed limit should be reduced to 30 mph.”*
- 4 comments supported eliminating vehicular turn lanes.
 - *“I do not believe that it is necessary to take 7-9 feet to the west at Bell Road to create a bike lane. The left-turn lane at Bell Road should be removed so no roadway widening is required. There is little traffic on Bell Road.”*
 - *“At Green Tree, it would be nice if that dedicated right turn lane could be eliminated given the current infrequency of trains using these tracks.”*
 - *“The dedicated northbound left-turn lane at Bell may not be necessary.”*
 - *“Turn lanes should be removed, which would allow for the addition of bike lanes without widening the road.”*



- General Comments:
 - o *"Need protected bike lane or separated multi-use path."*
 - o *"Reducing turn radii at Bell should be a great improvement."*
 - o *"A 4-way stop at Lake & Green Tree would be welcome."*
 - o *"Do not use the finish topcoat surface product like Whitefish Bay. It had a great deal of sand and grit and was extremely dangerous for bicyclists, motorcycles, and scooters."*
 - o *"Concerns about roadway noise and property impacts."*
 - o *"Add a pedestrian island/refuge at Green Tree so walkers could cross one lane of Lake Drive at a time."*
 - o *"Vegetation on the west side of Lake Drive at Calumet is a visibility problem."*
- 2 commenters stated improvements should be funded by WisDOT.

Attachments:

1. Summary Table of Public Involvement Comments
2. Full Comments and Responses
3. PIM Discussion/Q&A



Village of Fox Point
Lake Drive
School Road to Dean Road

Attachment 1 - Summary of Public Involvement Comments - October/November 2021

Comment No	Village Resident	Bicycle Lanes		Crosswalks			Beach Drive Alternatives				
		In Favor of	Opposed to	Traditional In Favor of	Smart In Favor of	Opposed to	Crosswalk Only	Crosswalk No North Connection	Crosswalk Access Combined	Crosswalk SB Left-Turn w/ Median	Opposed to
DB Vote	1	0	1	0	0	1	0	0	0	0	1
	2	1	0	0	0	0	0	0	0	0	0
	3	1	0	0	0	1	0	0	0	0	1
	4	1	0	0	1	0	0	0	0	0	0
	5	0	0	0	0	0	0	0	0	0	0
	6	1	0	1	0	0	0	0	0	1	0
	7	1	0	0	1	0	0	0	0	0	0
	8	1	0	1	0	0	0	0	0	0	0
	9	1	0	0	1	0	0	0	0	1	0
	10	1	0	0	1	0	0	0	0	0	0
	11	1	0	1	0	0	1	0	0	0	0
	12	0	0	0	0	0	0	0	0	0	0
	13	1	0	1	0	0	0	0	0	0	0
	14	1	0	0	1	0	0	0	0	1	0
	15	1	0	1	0	0	0	0	0	0	0
	16	0	0	0	0	0	0	0	0	0	0
	17	1	0	0	0	0	0	0	0	0	0
	18	1	0	1	0	0	0	0	0	0	0
	19	1	0	1	0	0	0	0	0	0	0
	20	0	1	0	0	0	0	0	0	0	0
	21	1	0	1	0	0	0	0	0	0	0
	22	1	0	1	0	0	0	0	0	0	0
	23	0	0	0	0	0	0	0	0	0	0
	24	0	0	0	0	0	0	0	0	0	0
	25	1	0	1	0	0	0	0	0	0	0
	26	1	0	1	0	0	0	0	0	0	0
	27	1	0	1	0	0	0	0	0	0	0
	28	1	0	0	0	1	0	0	0	0	0
	29	1	0	0	0	0	0	0	0	0	1
	30	0	0	1	0	0	0	0	0	0	0
	31	1	0	0	0	0	0	0	0	0	0
	32	0	0	1	0	0	0	0	0	0	1
	33	1	0	1	0	0	0	0	0	0	0
	34	1	0	1	0	0	0	0	0	0	0
DB Vote	35	0	0	0	0	0	0	0	0	0	0
	36	0	0	1	0	0	0	0	0	0	0
	37	1	0	1	0	0	0	0	0	0	0
	38	1	0	1	0	0	0	0	0	0	0
	39	1	0	1	0	0	0	0	0	0	0
	40	1	0	0	0	0	0	0	0	0	0
	41	1	0	1	0	0	0	0	0	0	0
	42	1	0	1	0	0	0	0	0	0	0
	43	1	0	0	1	0	0	0	0	0	0
	44	1	1	0	0	1	0	0	0	0	0
	45	1	0	0	0	0	0	0	0	0	0
	46	1	0	0	0	0	0	0	0	0	0
	47	1	0	0	0	0	0	0	1	0	0
	48	1	0	1	0	0	0	0	0	1	0
	49	1	0	1	0	0	0	0	0	0	0
	50	1	0	0	0	0	0	0	0	0	0
	51	0	0	1	0	0	0	0	0	0	0
Summary	50	40	42	25	6	4	1	0	1	4	4
					31					6	

Attachment 2

	Date received	Comment	Response	Response Sent
1	10/4/21	--Mailed hard copy to Village Board— Summary: - Do not change Beach Drive - Various proposals are a waste of money	N/A	N/A
2	10/8/21	I strongly support adding bike lanes to Lake Drive in Fox Point. As a resident and someone who cycles regularly on Lake Drive in Fox Point, adding bike lanes would improve safety in general, and specifically by signalling to drivers that cyclists have a right, and are legally required, to cycle on the street, which some drivers appear not to know (one driver heading north recently slowed down and yelled at me to get off the street as I was waiting in the left turn lane of Lake Drive to turn onto Green Tree Road!). Most people like myself who cycle along Lake Drive in Fox Point cycle on the shoulder to the right of the white line; this shoulder gets very narrow in places, including on the east side of Lake Drive just before the intersection with Green Tree Road. In terms of equal treatment, being able to cycle on street pavement in a cycle lane (rather than on the, at times, narrow and uneven surface of the shoulder) would be a wonderful improvement for cyclists in our community. Adding bike lanes in Fox Point would also bring our community in line with this overall positive trend which Bayside to the north and Whitefish Bay to the south are further along with as Bayside and Whitefish Bay already have bike lanes in their communities. Thank you.	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record. Aaron J. Bubb, PE	YES 10/12/21
3	10/19/21 10/26/21	I'm the owner of ##### N. Lake Dr. I want to understand the impact to my residence regarding road widening, increased traffic, noise etc. _____ Let me make this clear for the record I do not agree to any of these options. I will forward this email to my real estate attorney.	Hello _____ - Thanks for reaching out to us regarding the Lake Drive project in Fox Point. At this point, the Village is early in the process of evaluating alternatives. Exhibits from the Public Involvement Meeting are saved on the Village's website and can be viewed via the following link: https://www.villageoffoxpoint.com/626/Lake-Drive-Road-Resurfacing-Project . There are four alternatives at Beach Drive. The alternative that adds a southbound left-turn lane and median for pedestrian refuge at Beach Drive is the only alternative that results in road widening near ##### N. Lake Drive. The attached exhibit shows this alternative with the potential widening in blue. While your home is just off the limits of the display, pavement widening would be approximately 2-3 feet near your residence under this alternative. If this alternative is selected for further study, additional analysis will be required to evaluate impacts. The other three alternatives proposed for Beach Drive do not change the roadway width in front of your residence. We welcome your feedback on the Beach Drive alternatives as well as the proposed crosswalk locations and the addition of bike lanes along Lake Drive. Aaron J. Bubb, PE	Yes 10/26/21
4	10/21/21	Hey Lindsay, I was at the public meeting on Lake Drive resurfacing this week. Really appreciate your time and the messaging from Kapur. From my side, a resident of Fox Point, I'm in favor of the bike lanes and all crosswalks with smart functionality.	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record.	YES 10/26/21

		That said, I'm going to be referring a number of neighbors and cyclists to share their preference as well - what is the best format for them to do that? Do you want each of those emails to come to you or is there a preferred alternative? Appreciate your help!	If you'd like to share the comment form with your neighbors and friends, it would be best to have them email their comments to both Lindsay and myself. Thanks! Aaron J. Bubbs, PE	
5	10/18/21	The following are our comments regarding a proposal that is in the works to resurface/improve Lake Drive (Wisconsin Hwy 32) in the Village of Fox Point. We do not give permission for our names or personal information to be released/published. Thank you for your efforts on this important project! To whom it may concern: We are writing to raise awareness of much-needed improvements to Lake Drive (WIS 32) in the Village of Fox Point relating to bicycle traffic. There currently is not enough shoulder to accommodate a continuous and uniform bike lane on that stretch of Lake Drive through the Village of Fox Point -- in both northbound and southbound lanes -- which reduces safety for the numerous cyclists who use that route to get through Milwaukee's North Shore neighborhoods between the City of Milwaukee and the Ozaukee County line. It's particularly noticeable in Fox Point because the shoulders/lanes in neighboring Bayside (to the north) and Whitefish Bay (to the south) are so far superior in terms of bike lane width and striping/markings. In some places along the Fox Point section of this state highway, there is no bike lane at all; it is a particular problem where there are left-turn lanes to exit Lake Drive traffic to get into the neighborhoods. The shoulder markings at those points and also at intersections do not adequately protect and separate bicycle traffic from vehicle traffic. This is also true in the curves on Lake Drive, where careless drivers don't slow to a reasonable speed. Please ensure your improvement plans for Lake Drive (WIS 32) in Fox Point include a safe, continuous bike lane on the entire stretch. Thank you.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21
6	10/19/21	We support widening the road. I would like to see cross walks but do not feel the need for the additional lights. We support changing the Beach Drive intersection. We like the raised concrete middle section in the design for the cross walk. We support looking at improving and upgrading the drainage along Lake Drive, especially at Portage intersection. Thank you for doing such a thorough review and design for our community.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21
7	10/22/21	Hello, I attended the Tuesday meeting via Zoom and would like to provide feedback. Steve and I would very much like to see a cross walk installed at Holly Ct. and Barnett Lane (preferably the lite, more expensive option).	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21

		Lake Dr and this intersection is particularly dark and we feel this addition is a great option.		
8	10/22/21	Thank you for your thoughtful analysis of Lake Drive. I am glad to learn that your approach to bike lanes is minimally invasive and that you will be adding crosswalks for pedestrians integrating east and west for easy dog walking! Well done!	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comment will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21
9	10/25/21	Attached is my comment form regarding the safety improvements on Lake Drive in Fox Point. I also neglected to include in my comment form that I support changing the scope of the WisDOT project to include these changes and reduce the cost burden on Fox Point. I strongly support any modifications that improve bike and pedestrian safety along Lake Drive. I think that bike lanes are a good start, however, these painted 5' bike lanes don't seem to add much in terms of safety for bicyclists. We will need a protected bike lane or a separated multi-use path if we ever want to move from lycra-clad bikers to families, children, and everyone else who are scared to bike on this road. I really do like the proposed improvements for intersections. Reducing the turn radii at streets like Bell should be a great improvement for safety by reducing pedestrian crossing distances and making sure cars come to a full stop. I also like the proposed changes to Beach Drive intersection, especially those which make it into one intersection and the one design with a crosswalk refuge. All crosswalks should include RRFBs, otherwise I don't see enough cars yielding to pedestrians to make the crosswalks anymore useful than the current conditions.	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21
10	10/25/21	I watched the presentation on the proposed Lake Drive Construction project via zoom on October 19. The presentation was comprehensive and very informative. The project improvements to the bike and auto lanes look very reasonable. The design appears to have a minimal effect on adjoining properties (including trees) which is important in maintaining the attractiveness of Lake Drive. The creation of crosswalks will be a huge improvement to our section of Lake Drive. They are needed. The crosswalks in Whitefish Bay are a wonderful example for pedestrian/auto safety and that is needed here in our village as well. I hope this proposed design becomes a reality. While the residents of Fox Point will assume certain costs, it seems to me the State could be a major funder of the bike path improvements. The bikers on Lake Drive are from all over the region...indeed, there are bike events throughout the summer. And why not, as it is a long and beautiful stretch of road, both before and after our part of Lake Drive here in Fox Point! But since it is used by many people not in our village, it serves as a state resource and funding should reflect that.	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 10/27/21
11	10/30/21	Hi – It was reported on Nextdoor.com that the upcoming Lake Drive project does NOT include bike lanes and crosswalks. Is this accurate? Or have we been misinformed?	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Currently, the Lake Drive proposal by WisDOT does not include bicycle lanes or crosswalks. However, the Village is studying the feasibility of including on-street bicycle accommodations and crosswalks at strategic locations. The	YES 11/4/21

		If it is accurate -- this does not make any sense... WFB and Bayside have bike lanes. Lake Dr in Fox Point does not, which poses a danger to bike riders / and to vehicles that sometimes have to veer toward oncoming traffic to avoid them. We definitely need a few crosswalks – especially at Beach Dr, where many pedestrians are crossing Lake Dr. Please let me know what can be done to make sure that Fox Point (finally) gets proper bike lanes & crosswalks.	Village is seeking feedback on their proposal, which can be viewed online via the following link: https://www.villageoffoxpoint.com/626/Lake-Drive-Road-Resurfacing-Project Aaron J. Bubba, PE	
12	11/3/21	I've heard mixed information on if bike lanes are part of the plan for an updated Lake Dr. I sincerely hope that they can be. Lake Dr in this area is heavily tracked by cyclists. Having a dedicated lane 1) makes it safer for cyclists and 2) keeps cyclists out of the car lanes allowing them to flow more smoothly. The current shoulder is almost wide enough, but the big areas for improvement are on the corners and locations with left turn lanes. Thank you for this opportunity to voice my suggestions as a frequency traveler on Lake Dr - both by car and bike.	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Currently, the Lake Drive proposal by WisDOT does not include bicycle lanes or crosswalks. However, the Village is studying the feasibility of including on-street bicycle accommodations and crosswalks at strategic locations. The Village is seeking feedback on their proposal, which can be viewed online via the following link: https://www.villageoffoxpoint.com/626/Lake-Drive-Road-Resurfacing-Project Aaron J. Bubba, PE	YES 11/4/21
13	10/28/21	Hello, I am writing to express support of the following proposals: 1. I support all changes proposed to create bike lanes from between School road and Dean road. 2. I support all crosswalks proposed along this route. In addition, I strongly recommend lowering the speed limit to 30 mph or 25 mph to increase safety and compliance with the introduction of bike lanes and crosswalks. Thank you	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubba, PE	YES 11/8/21
14	10/28/21	Hello, Aaron, Lindsay and Scott: I attended the Tuesday, Oct. 19th, 2021 meeting, in person, at the Fox Point Village Hall. The first session. First, I would like to say that I thought all involved did an excellent job presenting the material to the group and answers all questions. Nicely done. Second, I am a resident of Fox Point and I'm in favor of the pedestrian crossings and the new bike lanes. I'm in favor of all suggested crosswalks and bike lanes. I would prefer the Beach Drive option that includes the Pocket Rain Garden & Raised Median with Perennials. This option would provide the most functionality and help to beautify Fox Point. I'm also in favor of the Smart Crosswalk technology with on-demand lighting. Third, during the meeting one of my fellow Fox Point residents suggested that we construct Lake Drive to be consistent (width, bike lanes, markings, crosswalks, etc.) with out neighbors (Whitefish Bay, etc.) to the South all the way into downtown Milwaukee. I think this is a very good point and I can only assume that this consistency would improve	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubba, PE	YES 11/8/21

		safety and drivability from Brown Deer Road to the North all the way down Lake Drive to the downtown area. Fourth, please let me know if anything else is needed. Thanks		
15	10/30/21	Please note that, as a resident of Fox Point, I strongly support the addition of bike lanes and crosswalks to the proposed work on Lake Drive through Fox Point. Thank you.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/8/21
16	10/30/21	Hello! We really need bike lanes as part of the resurfacing plan, please! So many of us bike on Lake Drive. The bike lanes are necessary for safety!	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
17	10/30/21	I would like to express my VERY strong request for bike lanes on the entire Lake Drive project. I am a resident of Fox Point. The current situation where the bike lanes start and stop is a very dangerous condition. I have almost been hit by cars numerous times when the bike lane suddenly disappears and a driver of a car is surprised by me suddenly sharing the lane with them. Bike riding is increasing in frequency, and Lake drive is a main route for any biker who rides the north-south corridor between parts of Milwaukee and Port Washington and points further distant. It is imperative that a bike lane be present to allow citizens the safety we deserve. I implore you to include a bike lane for the entire stretch of the Lake Drive project.	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
18	10/30/21	Hello, I'm a resident of Fox Point on Hyde Way, and I believe bike lanes and cross walks are important to the safety and character of our community. They should not be left out of the plan.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
19	10/30/21	I live on Goodrich Lane in Fox point, and my family including my small children ride bikes on lake drive in fox point routinely, and cross lake drive routinely. These activities would be safer for my family and so many others if bike lanes and cross walks were added. Thank you	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
20	10/31/21	As a River Hills resident regularly driving on Lake Drive, please do not add bike lanes in the forthcoming Resurfacing Project. There are already safe north-south bike transits through Fox Point and Whitefish Bay, which I enjoy using as a biker, and without lighting a thoroughfare like Lake Drive does not need traffic impeded/complicated by adding bikers to the mix. Thanks.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
21	10/31/21	I strongly support having the Lake Drive repaving project include both bike lanes and pedestrian crossing lines in Fox Point. I walk nearly every day and my husband regularly bicycles both for errands and recreation. It is a disservice to our safety and comfort not to include both these elements. The dominance of automobile culture over people is a sad commentary on our times. We can work together to change this dynamic.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21
22	10/31/21	Hi. I am a resident of Fox Point. I am strongly in favor of having bike lanes and crosswalks on the Fox Point portion of Lake Drive.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubb, PE	YES 11/9/21

23	10/31/21	Hello, Please accommodate bike lanes into the proposed Lake Drive resurfacing project. I live in Bayside and ride my bike down Lake Drive towards Milwaukee nearly every day in the summer, so safety is important to me and my family. If there's any way to make biking on Lake more safe, please do so in this resurfacing project.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
24	10/31/21	Dear Aaron J. Bubbs and Lindsay L. Schmidt, I've just learned of the highly anticipated DOT Fox Point resurfacing plan for Lake drive. After seeing Whitefish Bay and Shorewood do theirs, a lot of members of the community are very excited about this effort. Imagine our dismay when we found out that, Unlike Whitefish bay and Shorewood, the plan does not include adding the sorely needed bike lanes. As an avid biker I find myself avoiding the Fox Point Lake drive segment due to safety concerns given how many times cars routinely drive too close to bikers trying to cross Fox Point. Full disclosure, I'm a resident of Whitefish Bay and find our bike lanes along lake drive, as well as those of shorewood and Milwaukee, a welcoming, safe and fun way to get fresh air, exercise and overall enjoy this sport as well as to get places in an eco friendly fashion. The bike lanes are also great for older children to ride along adults without having to worry about being side swiped or blown by traffic or running with pedestrians on sidewalks. Please consider adding bike lines to both sides of the road, it'll make Fox Point a much more welcoming town and I'm sure it'll be enjoyed by thousands of riders for decades to come.	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
25	11/1/21	As Fox Point residents, both my wife and I are very much in favor of having a bike lane and crosswalks throughout the length of the village as part of the Lake Drive repaving project.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
26	11/1/21	Good Morning, My family and I live in Fox Point, and I'm writing to offer support of including bike lanes and crosswalks in the DOT project.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
27	11/1/21	I live in Fox Point and I support putting in cross walks and bike lanes on Lake Drive in Fox Point. Thank you.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
28	11/1/21	I am a Fox point, Wisconsin resident and avid bicyclist, a member of two bike teams and a lifelong cyclist. I am in support of bike lanes being included in the resurfacing project expected to be done in 2025 or 26, thru Fox Point, as the stretch of lake Drive thru our village is travelled heavily by every bicyclist I know of in Milwaukee and it's surrounding Counties, which is several 1000 bicyclists or more. As to cross walks, I do not favor crosswalks as they often cause conflicting reactions among motorists, some stop, some do not, some waive pedestrians on, some keep driving, while impaired visually, by those who do stop. Rear-ending motor vehicle accidents are more likely to occur given the conflicting reactions that occur. pedestrians and bicyclists are put in immediate peril as are drivers due to sudden stopping by some and continued driving by others. Back to the resurfacing itself, when this project was recently done in Whitefish Bay on Lake Drive a particular surface product was used as a finish topcoat, with a great deal of sand and grit in it, and it was extremely dangerous for bicyclists, motorcycles and scooters. It resulted in a loose debris sandy coating remaining on the roads for about 6 months even though the authorities were alerted to that danger and attempted to	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21

		sweep it on several occasions. That coating did not adhere properly. The problem was exacerbated on the curves of Lake Drive. It caused sudden skidding especially for cyclists when the original intent was to prepare for less sliding in winter for auto traffic. Several severe accidents occurred in whitefish Bay as a result of that surface coating, so I would urge in advance of any resurfacing that the particular product not be utilized in our village resurfacing. Thank you for your consideration.		
29	11/1/21	In reference to bike lanes, I am in favor of having the bike lanes on Lake Drive. It is a very well traveled road by cars and bikes. I would be more comfortable driving Lake Drive knowing there is enough room for the bikes inter own lane. As for the intersection at Beach Drive and Lake Drive, I feel that it should remain as is. Thank you.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbb, PE	YES 11/9/21
30	11/1/21	Hello: I understand you are helping coordinate this endeavor with the State. I live in Whitefish Bay and drive North thru the Bay on Lake Dr. into Fox Point several times per week. Occasionally I also ride a bicycle along the shoulder in FP. I want to express my concern that space for bikes and joggers and possibly trees could be compromised in this rework project. That would an awful move as we look to the future and try to promote more suburban exercise and auto alternatives....and the greenery and health resource of trees. Further crosswalks are indeed needed for the safety of bikers and pedestrians. I am on the WFB Plan Commission and we have been aggressive with our Comprehensive Plan to think of future biking and walking provisions....rather than to reduce any. Many motorists exceed the posted speed limits now on Lake Drive so speed calming techniques should be considered. Please get more public input before initial plans are drafted. Thanks.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbb, PE	YES 11/9/21
31	11/1/21	Hi team, Both I and my husband (_____) live in Fox Point, WI across from Cardinal Stritch. We saw that we should contact you to let you know of our support for bike lanes on Lake Drive. Let me know if you need anything other than this written support.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbb, PE	YES 11/9/21
32	11/2/21	IN FAVOR: traffic lanes smaller, bike path for northbound and southbound, new crosswalks for lake drive and intersection improvements... NOT IN FAVOR: BEACH DRIVE/LAKE DRIVE reconfiguration Thanks	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbb, PE	YES 11/9/21
33	11/2/21	I live on the west side of Lake Drive where Bridge and Wye Lanes intersect. Dog walkers, bicyclists, parents pushing strollers, joggers, families with young children, people busy texting — all wait for breaks in traffic to hurry across. (Curiously, vehicles do pause for the flocks of turkeys.) This does seem like a natural location for a crosswalk. Ditto for the intersections of Lake & Beach and Lake & Green Tree. In fact a 4-way stop at the Lake & Green Tree site would be welcome. It can be frustrating and frightening to turn left onto Lake at that location.	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbb, PE	YES 11/9/21

		As a bicyclist and advocate for cycling I would also support the widening of dedicated bike lanes along those sections of Lake Drive where they abruptly disappear. These sections are frightening for drivers and cyclists both. Thank you for soliciting opinions prior to resurfacing.		
34	11/4/21	Hi! I am writing to weigh in re the proposed road work along Lake Drive in Fox Point. We live on the West side of Lake Drive across from where Bridge lane intersects Lake. This is a very busy spot for pedestrians and bike riders to cross Lake Drive and I frequently watch many judgements being made about whether "it's a good moment to cross". Some of the decisions made are not good ones....and if a crosswalk was present, that might make a significant difference! Also the bike lanes in this neighborhood are terrible. They appear and disappear on and off and this creates such confusion on everyone's part. This is really not safe! Thanks for your consideration.	Hi _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
35	11/4/21	Kapur Associates: I am writing to express my objections to the addition of bike lanes and pedestrian crosswalks along Lake Drive. They are unnecessary and a waste of money regardless of whom is providing funding. Ultimately the taxpayer--that means you and I-- is paying for it. Lake Drive is part of the Lake Michigan Circle Tour, a scenic road designed for pleasant driving. It is an uninterrupted section of roadway specifically without the driving distractions of bike lanes or pedestrian stopping points. These exist only in limited sections, e.g. at schools and stoplights (Greentree). The placement of these sections will require removal of mature trees, too many of which have already fallen to ash borer disease. Specifically at the junction of Beach Drive, any change will disrupt the very easy entry and exit which currently exists. Hard turns are less user friendly than a rolling diagonal access. May I suggest you actually try making the drive along Lake Drive from Brown Deer to Whitefish Bay to experience the pleasure of the open road and also take the small detour onto Beach Drive. Then try to imagine the proposed changes; they are no improvement. There have been no pedestrian/auto accidents on that stretch of road; people seem to be able to cross it safely. Bike lanes only encourage Tour de France wannabes to speed past cars and create their own peloton hazard. For these reasons, i object to the addition of bike lanes and crosswalks along Lake Drive. Keep it free. Regards.	Hi _____- Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/9/21
36	11/5/21	We are providing our comments for the above referenced project. It is critical that key intersection crosswalks are installed, as well as bike lanes. Kids and all citizens are unsafe while on bikes in this area. Thank you!	N/A	N/A Emailed to Scott Brandmeier

37	11/7/21	Hi Scott, Much of Lake Drive to the south of Fox Point has bike lanes (i.e. Shorewood), and marked crosswalks (some w/ flashing lights when pedestrians are present (Whitefish Bay & Shorewood). In the interest of safety (there are plenty of walkers and bikers who use Lake Drive, through the village), this s/b a no brainer. A strong “yes”, we need bike lanes and crosswalks at major intersections.	N/A	N/A Emailed to Scott Brandmeier
38	11/6/21	Hi Scott I saw the post about comments about the village putting in bike lanes and a cross walk. My husband and I think it is a wonderful idea. I think it is great for our community and I think it makes it safer to bike and walk on lake dr. I love the bike lanes on Santa Monica and I see so many other people using those bike/walking lanes too. I usually do not read next door and I'm sure I am not the only one, maybe the village could also send an email out to people so they know to comment about it. I know everyone usually reads the fox point poll plotter. Thank you for asking for the community's input.	_____, I appreciate the input and am copying our consultants on this email so they can compile the responses and give a report to the Board. Sincerely, Scott Brandmeier	YES 11/8/21
39	11/6/21	Scott: I strongly support bike lanes and crosswalks for Lake drive to improve health and safety in our community. My young children ride their bikes across or on lake drive very frequently. We are aware that when we ride to Bayside that the crosswalks and bike lanes make thing safer. Thank you.	_____, I appreciate the input and am copying our consultants on this email so they can compile the responses and give a report to the Board. Sincerely, Scott Brandmeier	YES 11/8/21
40	10/24/21	So glad to see bike lanes improved with the Lake Drive renovation plans. Would love to see the speed limit reduced to 30 mph as it is in Whitefish Bay.	N/A	N/A Emailed to Scott Brandmeier
41	11/10/21	Hello, I'm solidly in favor of adding bike lanes and crosswalks to the plan when Lake Dr. is resurfaced in 2025. Thanks for listening.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/10/21
42	11/11/21	Dear Mr. Bubbs, I am writing to endorse the proposed changes to Lake Drive in Fox Point including the segment of road listed above. I strongly support the following: 1) Bike lanes over the entire length of lake drive from School to Dens Roads. 2) Crosswalks at ALL the sites discussed at your recent presentation. 3) Most importantly, reduction of the speed limit to 25-30mph as this segment of Lake Drive is residential and also to be in concert with the speed limits to the south in Whitefish Bay and Shorewood. Thank you very much.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/16/21

43	11/11/21	My name is _____. I live at ##### N Beach Drive. I fully support bike lanes and pedestrian crossings. I am an avid biker and refuse to bike on Lake Drive. The traffic at some points gets way too close to a biker. I also would like pedestrian crosswalks with good lighting and maybe flashing signs, otherwise no one will stop. I have a teenager who attends Nicolet High School and I will not allow her to cross Lake Drive by herself- it is currently too dangerous. Thanks for allowing me to comment.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/16/21
44	11/12/21	Please see the attached comment form regarding the proposed bike lane and crosswalks for the Lake Dr. resurfacing project. I can be reached at 414-###-#### or via email if you have any further questions. After attending the presentation for the Village Board and the Public Information Meeting, I have a few comments in regard to the proposed changes to Lake Dr. In general, I am in favor of creating a dedicated bike lane for safety reasons. However, I do not believe that it is necessary to take 7-9 feet to the west at Bell Road to create it. At the meeting, I proposed that the Village remove the left turn lane at Bell Road. The project people agreed that there would be ample room then for a bike lane if that were done. There really is no need for a dedicated turn lane at Bell Road, and left turns could still be made safely without it. There are less than 25 homes between Green Tree and Bell and there is a dedicated left turn at Calumet, just a few blocks north, so the impact to families in Fox Point would be minimal. The other leftturn lanes on Lake Dr are all on streets that go west all the way to Port Rd. Additionally, access to the village hall or police dept and school is not in anyway hampered without a dedicated left-turn lane. Of course, there would also be a cost savings to the Village as Lake Dr would not have to be widened, it would just be a matter of marking the bike lane. The plan to narrow the "mouth" of Bell is solid. It is much too wide to be crossed safely and the width encourages cars to speed while turning from both directions. My concern in this matter is personal as I live at the corner of Bell and Lake, and have first hand knowledge of how the traffic flows. There is little or no traffic on Bell Road, so the changes would be minimal to most Village residents and visitors. Keeping the left turn and widening the road would, however, have a huge impact to my property. The road is very noisy, especially at the curve. When traffic is heavy, my backyard is almost unusable. If the street were to be widened at Bell, it appears that the curve would increase and become even noisier. The sound echoes throughout the park area at the corner. While I am only one resident, I don't believe that what I am proposing is unreasonable. It would maintain my property as is while still providing a much needed bike lane on Lake Dr. As to the possible crosswalks, I have concerns about the ones being proposed for non-intersections as I believe that it will be difficult for the Village to enforce compliance with State Law which requires vehicles to come to a full stop and yield to the pedestrian.	Thank you _____. Scott A. Botcher Village Manager	YES 11/12/21
45	11/16/21	Scott, Aaron and Lindsay, Thanks for your contribution to this project. Please feel free to call on me as needed to help better understand and represent safety concerns of the cyclists. I'm happy to help. While losing a few street trees in order to create proper bike lanes is certainly worthy of consideration, people's safety should prevail here. We have an opportunity to do what's best for the future of Fox Point. It's hard to be classified as a "best places to live	Hello _____ and _____! Thank you both for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/16/21

		community” without having bike lanes on such a heavily traveled and beautiful main roadway such as Lake Drive. If we prevent one serious injury or death, it will be worth it. I am an avid cyclist and ride along this section of road daily (12 months of the year). I have discussed this issue with many of my friends in the cycling community. The consensus is: “Seems like a no-brainer. Fox Point is the only municipality from Kenwood to Brown Deer Road that doesn’t have a continuous, uninterrupted lane for bikes. It has a high volume of cycling traffic because it’s the main route to head north from anywhere downtown or further north. It would be safer for riders, pedestrians and motorists to have the bike lane. Why wouldn’t they do it?		
46	11/16/21	Well said Scott! I concur!! On Nov 16, 2021, at 7:54 AM, _____ wrote: Scott, Aaron and Lindsay, Thanks for your contribution to this project. Please feel free to call on me as needed to help better understand and represent safety concerns of the cyclists. I’m happy to help. While losing a few street trees in order to create proper bike lanes is certainly worthy of consideration, people’s safety should prevail here. We have an opportunity to do what’s best for the future of Fox Point. It’s hard to be classified as a “best places to live community” without having bike lanes on such a heavily traveled and beautiful main roadway such as Lake Drive. If we prevent one serious injury or death, it will be worth it. I am an avid cyclist and ride along this section of road daily (12 months of the year). I have discussed this issue with many of my friends in the cycling community. The consensus is: “Seems like a no-brainer. Fox Point is the only municipality from Kenwood to Brown Deer Road that doesn’t have a continuous, uninterrupted lane for bikes. It has a high volume of cycling traffic because it’s the main route to head north from anywhere downtown or further north. It would be safer for riders, pedestrians and motorists to have the bike lane. Why wouldn’t they do it?	Hello _____ and _____! Thank you both for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/16/21
47	11/18/21	Dear Mr. Bubbs, Thanks for taking the time to speak to me regarding the Lake Drive Resurfacing Project. Both the Village and you have been very helpful. I reviewed the plans, spoke with neighbors, and wanted to get back to you with some thoughts about the Lake Drive project (Lake Drive section described on pg. 5-8, STH 32 (LAKE DR) – BEACH DR): • ADDED CROSSWALK All of the models have a cross walk. This model retains the North Connection which requires Northbound drivers from Beach Drive to observe roughly 165 degrees over their left shoulder before entering Lake Drive. The current model requires effort to visualize and time against Northbound traffic including cyclists along the shoulder. It can be difficult for less familiar drivers.	Hello _____! Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 11/18/21

		• ADDED CROSSWALK & NORTH CONNECTION ELIMINATED, p.6. The median is sacrificed and the cross walk is a safe distance from traffic. It offers an accommodating turning radius to both North and South bound traffic. • ADDED CROSSWALK & ACCESS POINTS COMBINED, p.7. This option presents the most acute turning radius which could make navigation more difficult especially for larger vehicles including trucks. It has the smallest navigable surface area for Southbound to Beach Drive traffic. Lastly, it places the crosswalk closest to Beach Drive traffic and is therefore not a good option. Pedestrians in crosswalks shouldn't have to be this close to turning cars. • ADDED CROSSWALK & NORTH CONNECTION ELIMINATED PEDESTRIAN REFUGE, p.8. The most extensive in design and but most similar to the ADDED CROSSWALK & NORTH CONNECTION ELIMINATED, p.6, option. Crosswalks are appropriate. It appears safer than ADDED CROSSWALK & ACCESS POINTS COMBINED, p.7. From my perspective, ADDED CROSSWALK & NORTH CONNECTION ELIMINATED, p.6. or ADDED CROSSWALK & NORTH CONNECTION ELIMINATED PEDESTRIAN REFUGE, p.8. would be the best options because they keep pedestrians away from traffic and make Beach Drive navigation easier. Thank you once again. I do appreciate your time and I hope that these thoughts and observations can be of help to you and the Village Board.		
48	11/19/21	Thank you for the opportunity to comment on this important project. My comments are informed by having lived on Beach Drive the last nineteen years and by forty-eight years of traveling through Fox Point on Lake Drive by car and bicycle. General Comments Completing the bike lane system on Lake Drive in Fox Point and adding crosswalks at key intersections would greatly enhance walkability and bicycle and vehicular safety. I think that the designers have done an excellent job of showing how this can be done with minimal loss of trees and impact on adjacent private property. The Village can plant new trees to replace any that are lost due to construction. In those areas of Lake Drive that do not currently have bike lanes, I see cars cross the center line when they overtake bicyclists which is dangerous for both the bicyclists and oncoming traffic. Reducing lane widths is a good idea and may result in slower traffic speeds. Smart crosswalks would also be a plus although I don't think they are needed at all of the crosswalks. Both Whitefish Bay and Bayside have smart crosswalks on Lake Drive. Dean, Beach, and Green Tree seem to be the strongest candidates for smart crosswalk enhancements in Fox Point. Reducing the speed limit on Lake Drive from 35 to 30 mph would bring Fox Point in line with Whitefish Bay and Shorewood and enhance pedestrian and bicycle safety. Commuters treat Lake Drive in Fox Point like an expressway. We should do whatever we can to slow speeds on Lake Drive.	Hello _____ - Thank you for your feedback and support of the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubba, PE	YES 11/22/21

		Comments on Specific Intersections Barnett Lane - a crosswalk here will provide an attractive and safer alternative to the crosswalk at Green Tree for walkers wanting to get to the footbridge and would have minimal impact on adjacent private property. Green Tree Road - assuming the dedicated right turn lane for southbound traffic is there because cars stack up when trains block Green Tree, it would be nice if that dedicated right turn lane could be eliminated given the current infrequency of trains using these tracks. A bike lane sandwiched between Lake Drive and a right turn lane would be problematic for both drivers and bicyclists. It would be great if a pedestrian island/refuge could be provided on Lake Drive at Green Tree so walkers could cross one lane of Lake Drive at a time. The two trees South of this intersection should be saved if possible. Bell Road - the proposed reduction in pavement area would be a great improvement. The dedicated left turn lane for northbound traffic on Lake Drive may not be necessary, depending on how many cars use Bell Road to reach Stormonth School. I can't think of any other reason for this left turn lane. Bridge Lane - a crosswalk at Bridge Lane would make it safer for pedestrians going to or from the footbridge and would have minimal impact on adjoining private property. The Village Board promised to improve access to the footbridge when it approved spending Village funds to rebuild the footbridge. Calumet Road - the potential pavement widening here may help with visibility for drivers turning on to Lake Drive from Calumet. Vegetation on the west side of Lake Drive on both corners is a problem. It is difficult for drivers turning on to Lake Drive to see walkers and runners (and kids on bicycles) on the foot path and cars and trucks on Lake Drive that are approaching the intersection. The existing left turn lane for northbound traffic is probably necessary. Depending on its condition, the 20" elm may be worth saving. Beach Drive - a dedicated left turn lane for southbound traffic would be a big improvement. Currently, southbound cars and trucks turning left on to Beach stack up waiting for breaks in northbound traffic. This leads to cars and trucks passing on the right, endangering any bicyclists who may be using the bike lane. A crosswalk is really needed here since many residents regularly cross Lake Drive here to walk to the lake. A median with a pedestrian island/refuge would help a lot since there are curves on Lake Drive North and South of this intersection. The speed of traffic on Lake Drive means drivers only have a short period of time to see pedestrians crossing Lake Drive. Being able to cross one lane of Lake Drive at a time would make it safer for pedestrians. Eliminating the north connection would improve the intersection because drivers are sometimes confused about who has the right of way where the north connection meets Beach Drive. It is also difficult for drivers going North to see traffic, especially bicyclists, coming from the South because of the sharp angle. I never use the north connection to go North on Lake when I am leaving Beach Drive. The possible tree impact at the southeast corner of Beach and Lake is not significant. The brush line here is primarily buckthorn and small ash trees. The 2" crabapple is a nice tree and may be small enough to be relocated. I would not expect stacking to become a problem for vehicles leaving Beach Drive if the north connection is eliminated and replaced with dedicated right and left turn lanes.		
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		Bradley Road - the reduced pavement area here is a huge improvement for both pedestrians using the footpath and vehicles turning onto and off of Bradley Road. Fox Lane - a crosswalk here will improve pedestrian access to Doctors Park and to the footpath leading down to the lake. Dean Road - this is another intersection that would really be improved with the addition of a crosswalk. This is a main crossing point for people walking to Doctors Park.		
49	11/20/21	Hi, I live in Fox Point, next to Lake Drive. I have two young children, and it is very scary for us to cross Lake Drive. The cars drive well over the speed limit, and at night there are gentle curves that make it difficult to see an oncoming car until it is very close, resulting in many near-miss accidents. I strongly advocate cross walks near larger streets off of Lake Drive, and even bike lanes to at least create some space from the speeding cars. Thank you for your consideration.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubba, PE	YES 11/22/21
50	11/23/21	Dear Scott and Aaron, This email is in response to the proposed resurfacing of Lake Drive and accompanying projects. I am writing regarding the drainage issues for the neighborhood at the corner of Daphne and Lake Drive, and specifically my husband _____'s and my property at ##### North Lake Drive. Scott and Aaron, as you know we have discussed the critical needs of this area in the past, and this email is to serve as additional documentation and a request to take action to fix the drainage issues while Fox Point prepares/completes the resurfacing Lake Drive project. Enclosed are pictures of the flooding that occurs in this area. Please note, most of the pictures are on the Daphne Road part of property. There is one that is on Lake Drive. That is a good one as "food for thought," when determining how deep to dig the Lake Drive culvert/tunnel. As you can see, in heavy rain, the ditch is completely filled and level with ground on both sides. Equally or more distressing for our yard is the heavy flooding on Daphne. As you can see from the videos, and as Doug Franzier has seen when walking past after a heavy rain (and probably you, too, Scott), the culvert is too shallow to properly remove water. It pools, and ponds, and Aaron said something like "culvert is elevated higher than the surrounding ground," of which it is meant to act as drainage. In the pictures immediately below, look in the center of the grassy area and you can clearly see the mounding of the pipe as a long rounded line down the center. And of course for further evidence, see the photos taken during rain (attached). My neighbor, _____, and I attended the recent meeting. She too is impacted by high water which doesn't drain but backs up toward the property as are other properties nearby. Fixing/lowering this culvert or otherwise creating a way for better drainage on the roadway would address several neighbors' issues which are currently impacted due to the shallow drainage/less than needed drainage on Daphne.	Thanks for sending photos and video documenting the drainage issues at your home. Your comments will be entered into the official project record and included in the summary to the Village Board.	YES 12/7/21

		Scott and Aaron, I thank you for your discussion, observation of this area, and attention to it. Please let _____ and I know if you have further questions or we can provide any clarification. We respectfully request any updates you may have. Thank you for your time.		
51	11/23/21	Hello, Thank you for taking the time to review my thoughts on the Lake Drive project. I feel the best outcome would be to make Lake Drive consistent from Milwaukee to Bayside. To do that the speed limit should be reduced to 30 mph, as it is both north and south of Fox Point, and the turn lanes in Fox Point should be removed which would allow for the addition of bike lanes without widening the road. The only westbound left turn lane on Lake drive, other than in Fox Point, is at the controlled intersection of Lake Drive with Capitol Drive. The only eastbound left turn lanes are at the controlled intersection of Lake Drive with Silver Spring Drive and Marlborough Road and at the controlled intersection of Lake Drive with Lincoln Memorial Drive and Kenwood Boulevard. The only westbound right turn lane is at the controlled intersection of Lake Drive with Silver Spring Drive and Marlborough Road. Even the controlled intersection at Lake Drive, Lincoln Memorial Drive and Kenwood Boulevard does not have a westbound right turn lane in spite of the fact that Kenwood Boulevard goes straight to UWM. The need for these turn lanes is clear. The need for the ones in Fox Point is not and they are a hindrance to pedestrian safety. One could argue that there should be an eastbound left turn lane at Dean Road because of Doctors Park, but there is no eastbound left turn lane at Belle Road where Klode Park is which is arguably more heavily used. Instead, Whitefish Bay prioritized pedestrian safety by not having a turn lane and putting in a crosswalk with an island. This should be the approach taken in Fox Point as well. Certainly, no additional turn lanes should be added. Crosswalks with islands and flashing lights would be best. There is no need for extra nighttime lighting as traffic at night, both pedestrian and vehicular, is minimal and pedestrians are already required to carry lights and/or wear reflective clothing.	Thank you for your feedback regarding the Lake Drive project in Fox Point. Your comments will be entered into the official project record. Aaron J. Bubbs, PE	YES 12/7/21
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Attachment 3

PIM discussion summary—October 19, 2021

Q/A session 1:

Q: cost estimates do not include costs for engineering design, drainage improvements, real estate, and utility relocations. Can we drill down further and get estimates that include these costs?

- o A: Drainage improvements throughout the corridor are not included. The drainage that's required to make curb ramps work or to eliminate impacts to trees *are* included. For real estate costs, we would need to work with the Village on right of way acquisition. If we decide to proceed, we can dig in deeper. If utilities need to move, the only issue where there would be a cost is if they were in a private easement, and we would need to compensate them for the work in their easement.

Q: We can look at engineering estimates (per Scott) using GIS.

- o A: We haven't done the detailed engineering designs yet because at this point we are just trying to get a consensus for or against these improvements.

Comment from Chris Squires: on-road bike accommodations can be considered apart from intersection improvements.

Q: How will this project impact property taxes?

- o A: This is a capitol improvement project, which the Village regularly funds. Taxes go to cover schools, MMSD, operating costs, improvements, etc. There will be no referendum or assessment to property owners.

Q: What would influence the DOT's decision to include bike lanes on the project?

- o A: We need to hear from property owners, residents, etc. Submit comment forms and written comments. We will submit all comments to WisDOT.

Q: (Village trustee Eric Fonstad) Beach/Lake intersection, third concept includes a sharp turn. Is this because of the property line? Do we have an issue in that area?

- o A: That is an ingress/egress point for Beach drive, so we wouldn't have to stay off that property.

Comment: (Eric Fonstad) likes left turn lane with bike lane, including raised median would be helpful. Thanks for minimizing impacts to property owners.

Q: Beach Drive option with left turn lane and bike lane, doesn't show shading to indicate widening. Can we do this option without widening?

- o A: No, this was a mistake on the exhibit. We would need to widen pavement about 11'.

Q: Green tree: widening on the west side of the road, there is already a turn lane, why do we have to widen?

- o A: Just to accommodate the 5' bike lanes on either side, though all widening happens to the west.

Q: In favor of bike lanes, how do we reach “overwhelming support”? How specific should our comments be?

- o A: Send to the project team, send comments to Village Board. If WisDOT won't fund, Village will decide whether they'll fund it themselves.

Q: Will narrowing lanes from 12' to 11' affect the speed limit?

- o A: No, 11' lanes are more typical now.

Q: Will we accept comment from people outside of Fox Point? Bayside and Whitefish Bay?

- o A: Yes, we welcome all comments from all users of the facility.

Comment: In favor of bike lanes and smart technologies at crosswalks because a lot of children. These ideas should be incorporated for safety and consistency with Whitefish Bay.

Q: How many crashes with bikes? Is there a hot spot on Lake Drive? Is the number high or average?

- o A: Since 2009 there have been 8. No hot spots. DOT safety certification did not consider 8 to be high.

Q: Has the pandemic increased foot traffic and is it a factor in these proposals?

- o A: Planners have identified the need for better bike accommodations on Lake Drive going back to 2011.

Comment (Chris Squires): Safety certification process has some limitations, so it should be taken with a grain of salt. It doesn't mean there aren't issues with bike/ped safety along the corridor. Bike/ped crashes are more dispersed/infrequent, but tend to be more severe.

Q: Is there an option to reduce speed with this proposal?

- o A: Would need to be discussed with the Village and DOT. Keeping speeds to 85th percentile is safest.

Q: Are we going to replace driveway culverts?

- o A: We need to hear from residents if that's what they want, corridor wide.

Q: Will there be impacts to property Calumet and Lake?

- o A: Nothing will extend beyond the existing path, so won't go onto their property.

Q: Since you're narrowing the roadway, shouldn't the speed be reduced?

- o A: If a speed study is conducted, and shows the speeds need to be lowered, maybe. But DOT rarely lowers speed limit. We can look at it as a design team though.

Q: Freeway lanes are 11'?

- o A: Yes, in some locations.

Q: Can we normalize the speed limit throughout the corridor? It's 30 MPH to the south

- o A: If that's something you're in favor of, include them in your comments.

Q/A Session 2:

Q: Why aren't bike lanes automatically included in this project?

- o A: DOT is taking an "asset management" approach. They look at critical issues/crash history, and they did not identify a problem. We will share the feedback from this meeting with WisDOT and the Village Board with hopes that the improvements will be made.

Q: In the areas where there is an option to avoid tree removal, would the grade in the areas where we would install drain piping, would the grading be flat there?

- o A: Generally, yes, it would be a more gradual slope, but not completely flat.

Comment: adding bike lane near Bell Rd will add noise near commenter's property.

Q: Re: Bell Road, Why is widening happening only to west? How do we do traffic counts? Why do we need left turn lane? Why is Bell considered a major intersection?

- o A: WisDOT does regular counts every couple of years on most roadways. It's considered major because it has an existing turn lane. To determine if the turn lane is warranted, we'd have to do a traffic study. Widening is to the west because there are trees and driveways to the east.

Q: State law states that pedestrians have the right of way. How do we enforce that in a 35MPH corridor?

- o A: If the pedestrian is IN crosswalk, they have ROW, not if they're just approaching. It's best and safest to add additional safety measures like RRFBs.

Q: Why aren't we doing any "buffering" around the bike lanes?

- o A: We don't have the space for additional widening. Please submit comments.

Q: Are any of the alternatives causing the road to get closer to the walking path? And is there a minimum distance before it would be required to put a curb in?

- o A: At Green Tree, we'll be 5-6' from the path, where we would consider adding curb. Minimum is 3', ideally 5' from edge of pavement.

Q: Are there ways to calm traffic/reduce speeds in the corridor?

- o A: Enforcement, digital speed display signs, pedestrian refuges. Not considering bump-outs.

Q: Will we put in any new traffic signals:

- o A: Probably not.

Q: Would raised medians create a problem for 18-wheelers?

- o We run turning software on our designs to make sure there are no issues.

Q: Have we consulted with the adjacent communities?

- o Yes, we are.

To: Village Board

From: Scott A Botcher, Village Manager

cc: Eric Larson

Date: December 7, 2021

Re: Cobalt Proposal

Before you this evening is a proposal from Cobalt Partners. Mr. Scott Yauck, Cobalt President/CEO, will be making a presentation explaining his concept. Copies of his presentation are in this packet.

I want you and the Village at large to be clear: this is simply a proposal. You can respond to it in any manner you see fit. You are under no obligation to do anything nor to make any decision in any manner. Staff has taken no position on the proposal except to say that it presents some opportunities and challenges should the Board wish to pursue them.

Thank you.

Optimizing Land Asset Utilization/Valuation



Optimizing Land Asset Utilization/Valuation



Optimizing Land Asset Utilization/Valuation

2

- "C" Site
- Increment Potential: \$1MM
- Blighted
- Development Inhibited by Substation
- Long History of Lack of Demand

1

- "A" Site
- Increment Potential: \$20MM+
- Not Highest / Best Use (e.g., DPW & Yard)



Optimizing Land Asset Utilization/Valuation



2

- "C" Site
- Increment Potential: \$1MM
- Blighted
- Development Inhibited by Substation
- Long History of Lack of Demand

3

- Longacre Park Site

1

- "A" Site
- Increment Potential: \$20MM+
- Not Highest / Best Use (e.g., DPW & Yard)

COMPREHENSIVE APPROACH (Opportunity)

- Optimize Land Utilization
- Leverage “Perfect Storm”
 - DPW/Pool/Village Hall Replacement Needs
 - Low Interest Rate Environment
 - Strong Housing Demand
 - Efficiencies of Coordinated Timing

APPROACH

COMPREHENSIVE APPROACH (Concept Overview)

- Redevelop Site 2 as New DPW/Village Uses *(slides follow)*
- Consolidate Village Hall with Police Station (or other)
- Relocate Subsidized Pool to Longacre Park Site (Site3) *(slide follows)*
- Redevelop Existing DPW/Village Hall (Site 1) as Housing *(slides follow)*

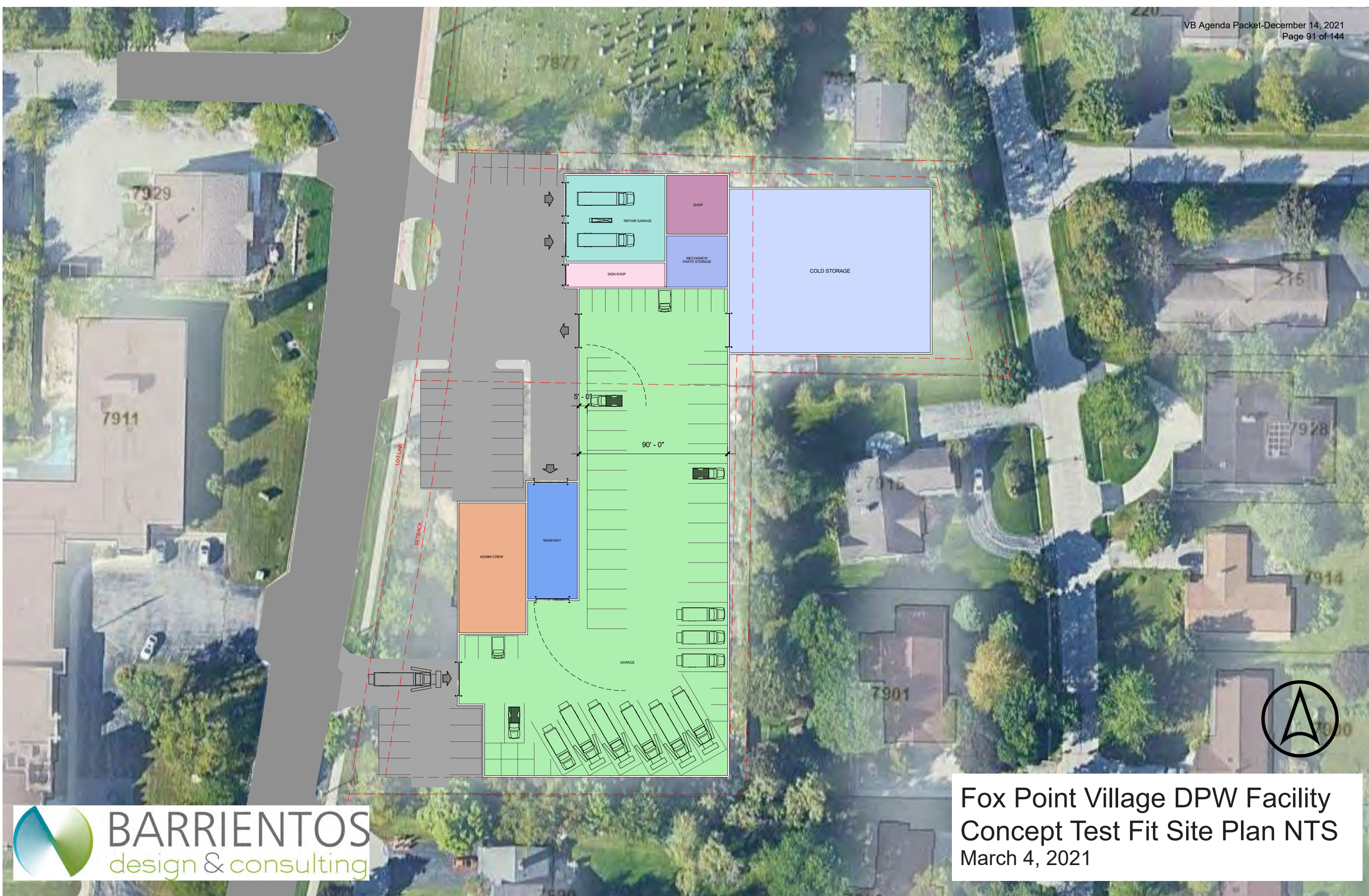
APPROACH

BENEFITS

- **Increases Levy Cap**
- **Provides Much Needed Housing Options**
- **Cleans Up Blighted Parcels**
- **Funding Source for Pool and/or New DPW**
- **Economies/Efficiencies of Comprehensive Planning/Implementation Approach**

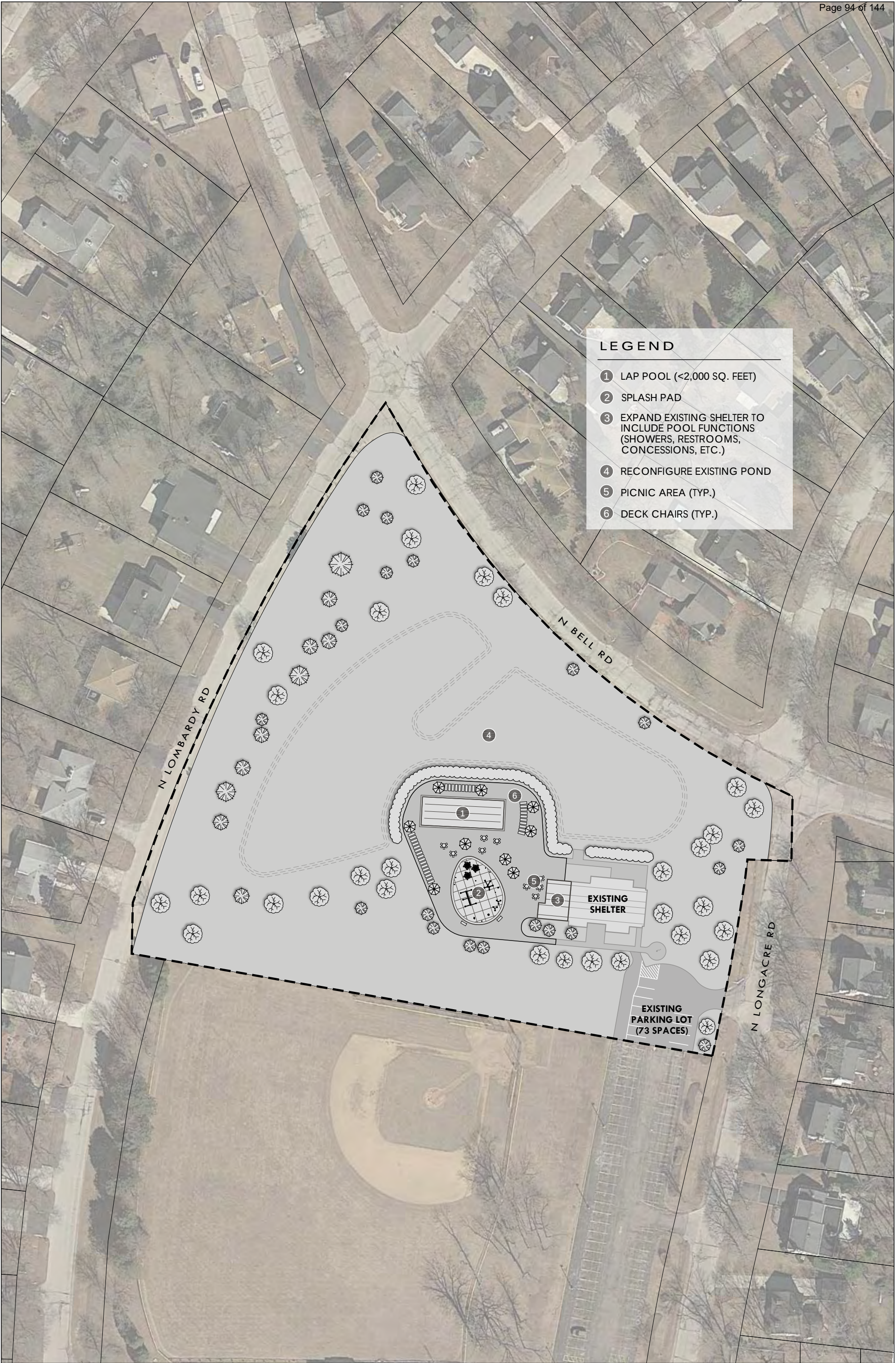
BENEFITS

REDEVELOP SITE 2 as NEW DPW



RELOCATE SUBSIDIZED POOL TO LONGACRE PARK SITE





Concept 3: Neighborhood pool and splashpad on the Longacre Park site

This scenario includes a lap pool vessel (under 2000 sf) and an interactive splashpad. A configuration of this combination would not require the staffing levels of a larger community pool. This facility would require two separate small mechanical systems but benefit from not needing to shut down the entire facility in the event of a chemical imbalance or brown-out. Shade and seating areas could be located around the deck and potentially a new dry playground integrated into the design. The facility could be located immediately west of the existing building in a large flat open area of the park. Slight reconfigurations to the ice rinks could allow for better site circulation and privacy screening of the new aquatic facility. The existing building has a large basement that is currently not utilized and could house the new pool mechanical systems. A new wing could be added to the building for restrooms, changing areas, and small concessions while paying tribute to the unique architecture of the building. Parking could be shared with the school district given a joint use agreement can be established.



Concept 3 - Aerial Perspective (See Appendix for full size graphic)



Fox Point Aquatic Facility - Concept 3

Village of Fox Point, Wisconsin



ICONICA

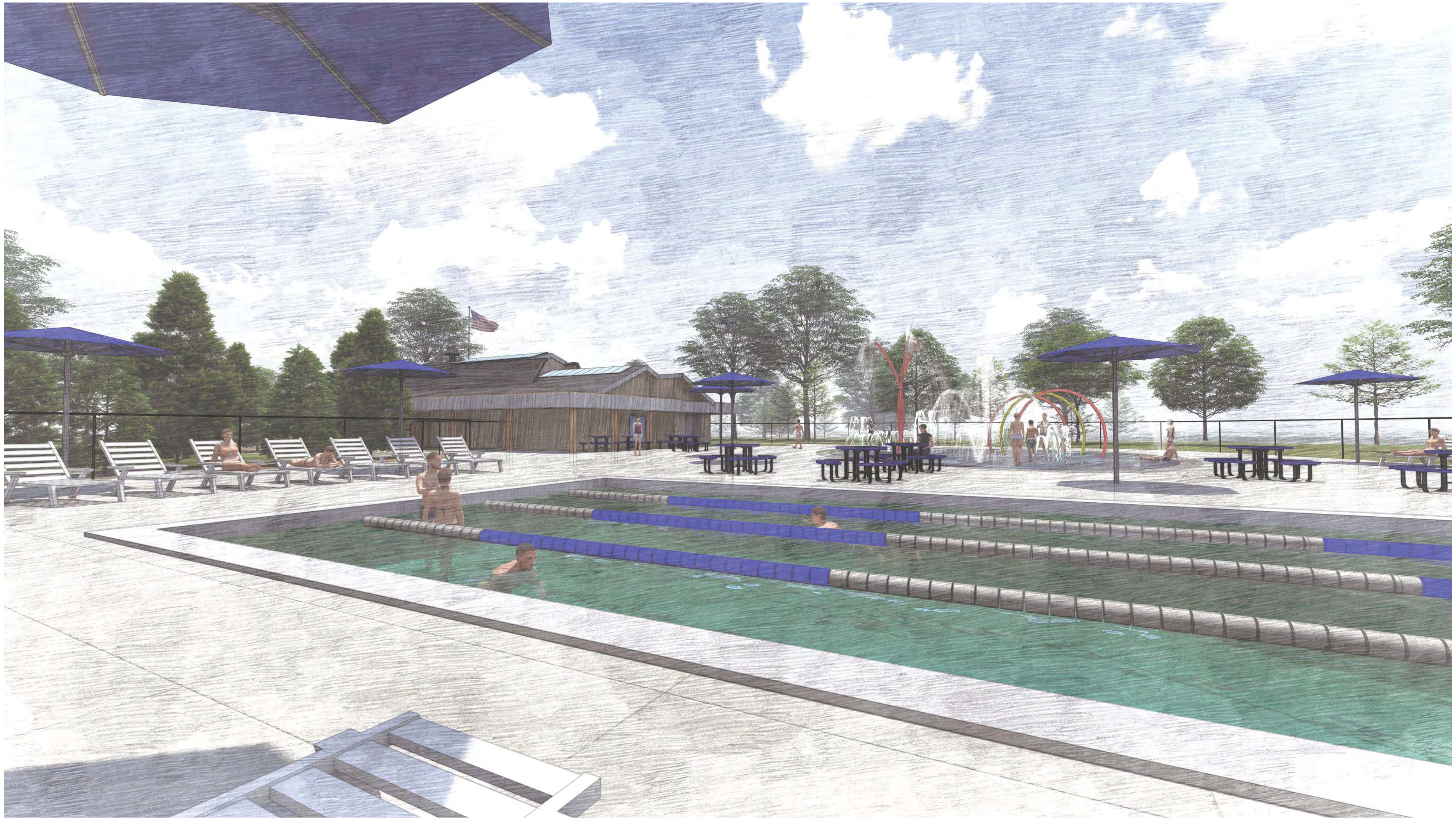


AYRES
ASSOCIATES

ID | 52-0648

0116 | 2019

Aerial Perspective



Fox Point Aquatic Facility - Concept 3

Village of Fox Point, Wisconsin



ICONICA



AYRES
ASSOCIATES

Perspective

REDEVELOP EXISTING DPW/VILLAGE HALL AS HOUSING



SANTA MONICA BOULEVARD

**WATER
TOWER**

EXISTING

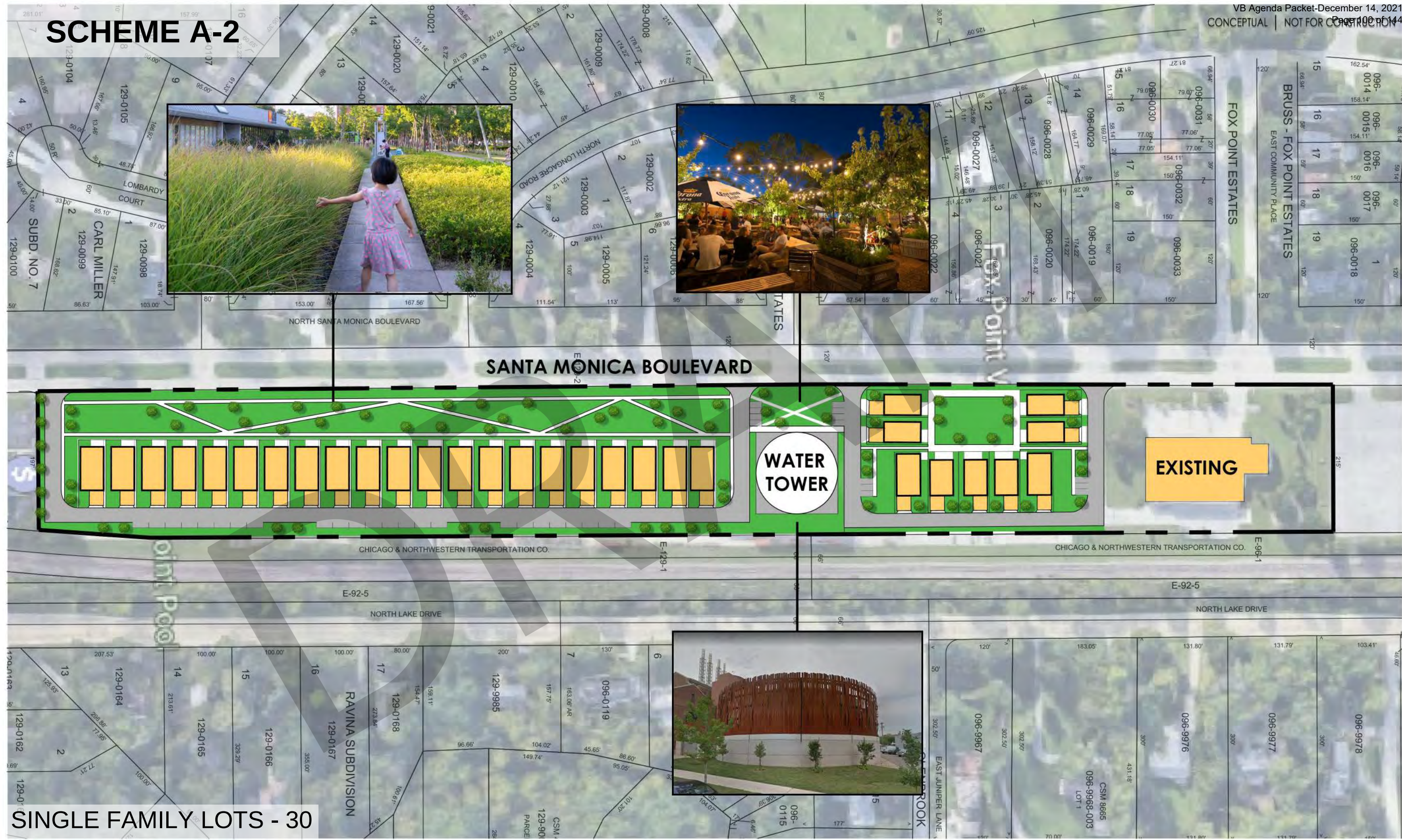
SINGLE FAMILY LOTS - 21
SENIOR LIVING - 28



TEST FIT

FOX POINT MASTERPLAN
#201230 FEBRUARY 15, 2021

SCHEME A-2



SINGLE FAMILY LOTS - 30

TEST FIT

SCHEME B-1



SINGLE FAMILY LOTS - 27
SENIOR LIVING - 28

SCHEME B-2



NEXT STEPS

- **Negotiate/Execute MOU to:**
 - **Outline Overall Concept**
 - **Establish Process & Timeline**
 - **Establish Overall Buy-In**
- **Implementation (Subject to Process Approvals)**
 - **Design Concepts & Budgeting**
 - **Rezoning**
 - **TID Creation**
 - **Development Agreement**
 - **Construction**

NEXT STEPS

PROJECT DEVELOPMENT PROPOSAL

November 2021

Fox Point/Cobalt Partners

Project Development Proposal

The following outlines the basic structure and process that Cobalt Partners, LLC (“Developer”) proposes that the Village of Fox Point (“Village”) consider.

Background

- a. Village owns approximately __ acres of land on Santa Monica Boulevard (“Redevelopment Site”). The Village administrative offices (“Existing Village Offices”), Department of Public Works facility (“Existing DPW Facility”) and public swimming pool (“Existing Village Pool”) are currently located on the Redevelopment Site.
- b. Both the Existing DPW Facility and the Existing Village Pool are at the end of their respective useful lives and need to be replaced/improved. Replacing the Existing DPW Facility on the Redevelopment Site is not efficient from overall logistical and site configuration perspectives and may not represent the highest and best use of the Redevelopment Site.
- c. Developer owns or controls, in the aggregate, approximately 4 acres of land at 7878 North Port Washington Road and at the northeast corner of North Port Washington and Bradley Roads, as shown on Exhibit A attached hereto (“New Sites”), that would be suitable for development of a new DPW facility (“New DPW Facility”) and new administrative facilities (“New Village Facilities”).

Developer’s Proposal. Subject to the steps described below, the Developer proposes:

- a. Developer will acquire, prepare for development, and convey the New Sites for the proposed New DPW Facility and New Village Facilities to the Village in exchange for the Village conveying the Redevelopment Site to Developer.
 - i. Fair market value of the New Sites and Redevelopment Site (at its highest and best use) will be determined and agreed upon to the Village’s satisfaction.
 - ii. Developer will convey the New Sites to the Village ready for development and accept conveyance of the Redevelopment Site in its as is condition in full consideration for the New Sites.
 - iii. Village will have right to remain in possession of the Existing DPW Facility and existing Village administrative offices until the New DPW Facility and New Village Facilities are completed in accordance with an approved timeline. Any pool operations will be relocated on an agreed upon timeline. Developer will be allowed to begin development work on the Redevelopment Site as the agreed upon

timeline permits, in coordination with the Village's operations at the Redevelopment Site.

- b. Developer proposes to develop a single-family or townhouse-style residential project on the proposed Redevelopment Site.
 - i. Final development plans will be subject to Village review and obtaining all requisite permits and approvals. To accommodate the redevelopment, Developer anticipates that creation of a planned unit development zoning district will be required due to configuration of the Redevelopment Site and the presence of the Village water tower.
 - ii. Developer anticipates that development of a single-family or town-house style residential project on the proposed Redevelopment Site may require tax incremental financing assistance from the Village to bridge a financial gap.
 - iii. Attached as Exhibit B is an outline of a proposed TID financing structure for consideration by the Village.
- c. To replace the existing village pool, the Village may construct a water recreational amenity at Longacre Park or another location within the Village. If the Village proceeds with such development, Developer pledges to donate \$_____ toward the costs of such a facility.

Next Steps. The regulatory approval process would include the following steps, in this order:

- a. Developer to hold public meetings to inform Village residents of Developer's plans for both the proposed New DPW Facility, New Village Facilities, and the Redevelopment Site.
- b. Developer to seek Village Board approval to submit a PUD rezoning petition concerning the Redevelopment Site. If permitted, the Village would reserve all rights in consideration of the matter, including the steps that follow.
- c. Developer to pursue a PUD rezoning petition in the manner required by Village ordinances, for the Redevelopment Site to accommodate the proposed single-family or town-house style development. If approved, the approval would be conditioned upon the following issues being resolved, among possible additional conditions deemed appropriate.
- d. Village to confirm the relative values of the New Sites and the Redevelopment Site. If approved, the approval would be conditioned upon the following:
 - i. Parties to enter into a definitive Exchange Agreement.
 - ii. Developer to submit plans for new residential development and financial modeling evidencing any gap.

- iii. Village to consider any request by Developer for TIF assistance, along with joint review board action if it proceeds. (The TIF statute would require the village to create a joint review board.)

DRAFT

EXHIBIT A

NEW SITES

DRAFT

EXHIBIT B

TID STRUCTURE

1. The procedures for creating a TID are described in Wisconsin Statutes [Section 66.1105\(4\)](#), and include:
 1. Village Plan Commission holds a public hearing concerning the district boundaries and project plan.
 2. Village Board acts on the district boundaries and project plan, including all necessary findings. Not less than 50%, by area, of the real property within the district must be at least one of the following: blighted area; in need of rehabilitation or conservation; suitable for industrial development; or suitable for mixed use development (which mixed use cannot be more than 35% residential).
 3. The Joint Review Board (which includes a representative of all taxing authorities within the TID) acts on the TID resolution.
2. If the TID is created, the Developer to submit plan for development of the Redevelopment Site, identifying number and layout of residential structures, green areas and site improvements, that is consistent with the project plan
3. The Village and Developer will negotiate a Development Agreement that includes a TIF pay-go structure, which means this: The Developer incurs all costs initially, but the Developer's Agreement includes milestones which trigger reimbursement from the TID. The milestones are tied to increased property value, so that once the TID generates X dollars, the Village reimburses the Developer Y dollars of costs the Developer incurred. These incentives are designed to cover the gap between the developer's costs and the developer's reasonable return on investment, to satisfy the "but-for" test: But for the TID covering this gap, the project would not go forward. Developer to provide a development budget and sources and uses schedule for the project and identify any such gap.

VILLAGE COST REIMBURSEMENT AGREEMENT

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

NOTICE

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

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

Dated this _____ day of _____, 20__.



Signature of Property Owner

COBALT PARTNERS, LLC
SCOTT YAVICK

Name of Property Owner - PRINTED

Mailing Address of Property Owner:

400 N. BROADWAY

SUITE 100

MILWAUKEE, WI

53202

Tax Key No. of Property:

N/A

Address of Property:

N/A

Fox Point, WI 53217

For Village Use Only:

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

Signature: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board, Fox Point Residents

From: Kevin Ausman, Assistant Village Manager

Through: Scott Botcher, Village Manager

Date: November 17, 2021

Re: 2021 Municipal Pool Year End Overview

Overview

As the 2021 Fox Point Pool season is now concluded, below are a few highlights, membership numbers, and financials.

Highlights

While the Village Board should not overlook the significant financial struggles and the real long-term financial impacts, it should be noted that Staff understands the facility's positive view to some in the community. The effects of COVID-19 and its recovery were challenging as the Fox Point municipal pool opened for the 2021 season after not opening in 2020.

- New pool manager took over operations in 2021.
- Limited programming due to staff shortage. No water ballet, dive team, and swim team.
- Swim lessons were held
- The Village partnered with Rosati's to provide pizza at the pool. Staffing became difficult for many restaurants in 2021 which made operating the concession stand difficult.
- Masters Swim program came back for another year. The program is primarily designed for triathletes, competitive and fitness swimmers. Recreational swimmers are also able to participate.

Maintenance and Repairs

Below is an assessment compiled by Village DPW staff of maintenance concerns in the 2021 season and moving forward. Financial and staffing difficulties aside, the most significant current challenge to aquatics operations is the facility itself. The entire pool site has outlived its useful life and Village DPW staff have diligently performed preventative maintenance projects as the Village Board continues to work on future plans for the facility. At 60 years of age, the facility has extensive maintenance requirements. Performing incremental repairs or capital investments to the facility are not an effective long-term strategy.

- The roof of the pavilion is in poor condition with broken and lifting shingles.

- There are loose mortar joints in the wall of the women's changing room and in the pavilion near the concession stand windows.
- Walls of the deep well are bowing inward, especially on the east end.
- Water seepage under block walls in the pavilion.
- Pool deck concrete beginning to lift in some areas.
- Concrete floor in the pit is heavily heaved.
- Spancrete under the boilers is deteriorating.
- Roof of chlorine room has lifted shingles.
- Some piping in the facility may be wrapped with asbestos.
- Shower parts are obsolete.
- There is a crack in the men's urinal.
- Concession stand plumbing is leaking.
- Women's shower mixing valve is leaking.
- Metal beams and fixtures in the pit are heavily rusted.
- Canopy shade structure is ripped and has holes throughout.
- Controller for wading pool ceased functioning in August, forcing a closure for the season. Staff will attempt to repair fully in spring of 2022.
- Chemical lines need to be replaced.
- Roughly 2/3 of the site lighting is non-functioning (not bulbs). Problems are either wiring or fixtures, which are expensive to replace and diagnose.

Operations

The point-of-sale system that was implemented in 2014 continues to allow Village and Pool staff to maintain a more accurate record of the pool's annual and daily revenues, expenditures, and membership data. This software has also helped management reduce overlapping or overscheduling lifeguards, especially important for controlling expenditures. Ensuring our limited staff is scheduled correctly is essential to operations.

Many area aquatics programs, beaches, and facilities in 2021 faced a shortage of lifeguard and front-office staff which lead to those facilities being closed entirely or a reduction in programs. The Fox Point Pool eliminated usual programming such as water ballet, dive team, and swim team due to lack of staff but were able to maintain regular pool operations. The Fox Point municipal pool will be competing against other aquatics facilities in the area for staff in future years. Milwaukee County recently announced a significant increase in pay in reaction to 2021 staff shortages so it will remain to be seen whether competitors' reactions to the market will have an effect on Village recruitment efforts in 2022.

Financials

Staff continues to try and reduce unnecessary expenditures where it can, but realistically, the expenditures are about as low as feasible without sacrificing programs or level of service. In the 2022 Fox Point Operating Budget, the Village Manager has budgeted \$6,000 for miscellaneous pool repairs; however, there are currently no major capital maintenance projects planned to extend the life of the facility.

Revenue

In 2021, the pool generated \$12,375 in programming revenue, \$2,745 less than 2019. The programming revenue numbers are not apples-to-apples comparisons as a number of programs were eliminated in 2021. Revenue was reduced between the 2018 and 2019 seasons.

With membership less than the last few years, a major bright note for the 2021 season is that membership registrations increased 25% over the 2019 season and generated a total of \$ 72,990 in revenue, and increase of \$15,340. Clearly there was pent up demand for outdoor family activities given the events of the COVID-19 pandemic in 2020. Family memberships are the main source of revenue for the pool.

Expenditures

General expenditures for the pool include not only pool staff, supplies and materials, but also Village Hall staff time and benefits associated with salaries. For this reason, staff must estimate final year end expenditures. It is estimated that the general expenditures at the end of 2021 will approximately \$167,000. This number does not include debt service or capital projects. The Village's debt service payment decreased from \$15,863 in 2020 to \$15,638 in 2021.

Membership

For comparison, the total memberships in 2019 was 291. As previously stated, memberships increased in 2021 likely due to increased demand for outdoor family activities. In 2021 there were 114 nonresident family and 6 single nonresident memberships for a total of 120 nonresident memberships. There were 214 resident family memberships and 19 single memberships. In total, there were 353 memberships in 2021, an increase of 62 over the 2019 season, while significant in driving revenue, will still result in a 6-figure operational financial loss.

Programming

Programming in 2021 was extremely limited compared to previous years due to shortages in staffing. With the pandemic in mind, Swim Team and swim lessons were combined in 2021 with the intention to keep a competitive aspect while eliminating travel or engaging in a traditional swim meets where a large number of people would gather. There was not a significant increase in individuals signing up for aquatics programming. There were a total of 159 registrations in 2021 for swim lessons/team compared to 153 in registration 2019.

Even before elimination of previous years' aquatics programs, Water Ballet, Swim Team and Dive Team participation were significantly less than in previous years.

FOX POINT POOL							
	2014	2015	2016	2017	2018	2019	2021
Revenues							
Camps/Classes	\$ 37,405	\$ 30,915	\$ 32,065	\$ 23,580	\$ 22,100	\$ 15,918	\$ 12,375
Memberships	\$ 96,230	\$ 76,690	\$ 75,770	\$ 70,570	\$ 62,430	\$ 55,845	\$ 72,990
Point of Sale	\$ 15,108	\$ 17,715	\$ 24,408	\$ 20,177	\$ 22,142	\$ 25,325	\$ 23,956
Miscellaneous	\$ 1,414	\$ 311	\$ (1,392)	\$ 921	\$ 4,460	\$ 738	\$ 651
Total	\$ 150,157	\$ 125,631	\$ 130,851	\$ 115,248	\$ 111,132	\$ 97,826	\$ 109,972
Expenditures							<i>estimated</i>
General	\$ 175,063	\$ 171,060	\$ 187,159	\$ 203,862	\$ 196,645	\$ 214,815	\$ 182,821
Capital	\$ 5,082	\$ 46,481	\$ 23,784	\$ 9,150	\$ 5,344	\$ 38,900	\$ -
Debt Service	\$ 15,800	\$ 20,300	\$ 19,700	\$ 17,300	\$ 16,500	\$ 16,088	\$ 15,638
Total	\$ 195,945	\$ 237,841	\$ 230,643	\$ 230,312	\$ 218,489	\$ 269,803	\$ 198,459
Net (Including Capital & Debt)	\$ (45,788)	\$ (112,210)	\$ (99,792)	\$ (115,064)	\$ (107,357)	\$ (171,977)	\$ (88,487)
Net (Exclude Debt Service)	\$ (29,988)	\$ (91,910)	\$ (80,092)	\$ (97,764)	\$ (90,857)	\$ (155,889)	\$ (72,849)
Year End Fund Balance	\$ 255,556	\$ 232,846	\$ 133,054	\$ 52,990	\$ -	\$ -	\$ (70,015)
General Fund Applied	\$ 85,980	\$ 35,000			\$ 54,366	\$ -	\$ -
Fund Balance Applied	\$ 56,500				\$ 52,990	\$ -	\$ -
Transfer from Capital Fund		\$ 54,500		\$ 35,000			\$ -
Transfer Total	\$ 142,480	\$ 89,500	\$ -	\$ 35,000	\$ 107,356	\$ -	\$ -
Membership	2014	2015	2016	2017	2018	2019	2021
Resident Family	168	154	161	170	170	182	214
Non-Resident Family	175	122	115	94	82	77	114
Resident Single (adult or child)	23	13	20	33	31	23	19
Non-Resident Single (adult or child)	N/A	15	9	4	6	9	6
Programming	2014	2015	2016	2017	2018	2019	2021
Dive Team	N/A	12	20	21	13	7	N/A
Swim Team	149	144	143	122	115	92	26
Water Ballet	50	22	20	15	18	12	N/A
Swim Lessons	196	187	192	113	109	61	133



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board

From: Michael Rakow, Building Inspector

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

Date: 12/2/2021

Re: Chapter 19-9 Building Board Ordinance

The Building Board is requesting to exclude the installation of egress windows from the requirement of the Building Board. Their opinion is that egress windows are below grade and virtually not visible from the exterior, which will not affect the architectural appeal of the structure.

Staff recommends approval of the modification.

Thank you.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. 2021-xx

AN ORDINANCE TO CREATE SECTION 19-9 C(6) OF THE VILLAGE OF FOX
POINT VILLAGE CODE TO EXCLUDE INSTALLATION OF EGRESS
WINDOWS FROM THE REQUIREMENT OF BUILDING BOARD REVIEW

WHEREAS, the Village of Fox Point Village Code requires building permit approvals from the Building Board for various projects and work to be completed at a residential location; and

WHEREAS, within these required approvals, there are various projects and other work that are exempted from the requirements of Section 19-9(A) of the Village of Fox Point Village Code; and

WHEREAS, after consultation with the Building Inspector, and further recommendation of the Village Manager, the installation of egress windows should be included in the projects that do not need a building permit, and therefore are part of the Exceptions found in Section 19-9(C) of the Village of Fox Point Village Code.

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

SECTION 1: Chapter 19 of the Village of Fox Point Village Code entitled "Boards, Commissions and Committees," Section 9, entitled "Building Permit Approval," Subsection C entitled "Exceptions," subsection (6) is hereby created as follows:

(6) Installation of Egress Windows.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board

From: Michael Rakow, Building Inspector

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

Date: 12/2/2021

Re: Fee Ordinance

Enclosed is a draft ordinance modifying certain fees pursuant to the building, HVAC, plumbing, and electrical codes. Our fees have not been updated to maintain consistency with the most recent Uniform Building Code, which the Village has adopted.

Staff recommends approval of the modifications.

Thank you.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 63-2, 63-4, AND
63-7 OF THE VILLAGE OF FOX POINT VILLAGE CODE RELATED TO FEES
ARISING PURSUANT TO THE BUILDING AND HVAC CODE, PLUMBING
CODE, AND ELECTRICAL CODE

WHEREAS, the Village Building Inspector has closely reviewed fees currently imposed by the Village Code to consider whether the fees continue to be appropriate and are in an amount that is no more than necessary to cover Village costs as required by Wisconsin Statutes Section 66.0628; and

WHEREAS, the Village Building Inspector has provided his recommendations to the Village Manager in this regard, and the Village Manager has recommended that the Village Code be updated in accordance with the recommendations described herein.

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

SECTION 1: Chapter 63 of the Village of Fox Point Village Code entitled, "Fees," Section 63-2 entitled "Building and HVAC Fees" is hereby repealed and re-created, as described in attached Exhibit A which is incorporated herein by reference.

SECTION 2: Chapter 63 of the Village of Fox Point Village Code entitled, "Fees," Section 63-4 entitled "Plumbing Fees" is hereby repealed and re-created, as described in attached Exhibit B which is incorporated herein by reference.

SECTION 3: Chapter 63 of the Village of Fox Point Village Code entitled, "Fees," Section 63-7 entitled "Electrical Fees," is hereby repealed and re-created, as described in attached Exhibit C which is incorporated herein by reference.

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

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

Dated this _____ day of _____, 2021.

Village of Fox Point

Douglas A. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

Exhibit A

§ 63-2 Building and HVAC fees.

[Amended 12-8-2009 by Ord. No. 2009-13; 12-13-2011 by Ord. No. 2011-12; 11-11-2015 by Ord. No. 2015-04; 4-12-2016 by Ord. No. 2016-04; 3-12-2019 by Ord. No. 2019-06]

A. Fees shall be as follows:

- (1) Section **756-48**, annual inspections of multifamily residential buildings fee: \$50 per unit.
- (2) Building permit minimum fee: \$70.
- (3) One- and two-family and attached garages: ~~\$9.50~~10 per \$1,000 valuation.
- (4) Apartments, three-family and over, row housing, multiple-family dwellings, and institutional: ~~\$9.50~~10 per \$1,000 valuation.
- (5) Residence additions and remodels: ~~\$9.50~~10 per \$1,000 valuation.
- (6) Local business, office buildings or additions: ~~\$9.50~~10 per \$1,000 valuation.
- (7) Manufacturing or industrial: ~~\$9.50~~10 per \$1,000 valuation.
- (8) Permit to start construction of footings and foundations: ~~\$240~~230 one- and two-family; ~~\$280~~305 multifamily, and commercial.
- (9) Agriculture buildings, detached garages and accessory buildings: ~~\$9.50~~10 per \$1,000 valuation.
- (10) HVAC permit minimum fee: \$60.
- (11) Heating, incinerator units, wood burning appliances. ERV's, HRV's, heat pumps, and split units: ~~\$53~~58 per unit, up to and including 150,000 input BTU units, plus fee of ~~\$48~~20 per each additional 50,000 BTU or fraction thereof with a \$925 maximum per unit.
- (12) Commercial/industrial exhaust hoods and exhaust systems: ~~\$180~~195 per unit.
- (13) Heating and air conditioning distribution systems: ~~\$2~~2.25 per 100 square feet of conditioned area.
- (14) Air conditioning, heat pumps, and split units: ~~\$55~~60 per unit for up to three tons or 36,000 BTUs plus fee of ~~\$48~~20 each additional ton or 12,000 BTUs or fraction thereof with a \$925 maximum per unit.
- (15) Permanently installed wall units: \$20 per unit.

- (16) Wrecking, razing, and interior demolition (Building Inspector may waive fee if structure is condemned): ~~\$85-95~~ minimum plus \$0.~~42-13~~ per square ~~feet~~foot with a \$925 maximum fee per building.
- (17) Moving buildings ~~over public ways~~: ~~\$230-250~~ plus \$0.~~42-13~~ per square ~~feet~~foot.
- (18) Fuel tanks: ~~\$24-25~~ per 1,000 gallons for installation/removal.
- (19) Reinspection: \$100 per inspection.
- (20) Plan examination: ~~\$250-275~~ one and two family; ~~\$300-330~~ plus ~~\$27-30~~ per unit multifamily and commercial.
- (21) Special inspection: ~~\$175-190~~ per inspection.
- (22) Wisconsin Uniform building permit seal: ~~\$65~~75.
- (23) Occupancy permit: \$100 per unit residential; ~~\$200-235~~ per unit commercial.
- (24) Temporary occupancy permit (six months or less): ~~\$85~~95.
- (25) Pools, in-ground/aboveground/spas: ~~\$9-50~~10 per \$1,000 valuation with a \$500 maximum per pool or spa.
- (26) Fence and decks: ~~\$9-50~~10 per \$1,000 valuation.
- (27) Reroofing, residing, and trim: ~~\$9-50~~10 per \$1,000 valuation with a \$305 maximum per building.
- (28) Foundation repair: ~~\$9-50~~10 per \$1,000 valuation.
- (29) If the permit has expired before the construction work is completed, a new permit may be reissued at 1/2 the regular fee or at the reinspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector. ~~Permit reinstatement: 1/2 the original fee, \$70 minimum.~~
- (30) Failure to order final inspection before occupancy: \$200.
- (31) Building Board: \$75.
- (32) Refund retained: \$30.
- (33) Double permit fee for failure to obtain permit before work commences, except in emergency cases.
- (34) Unspecified fees. The Village Building Inspector shall estimate the actual cost the Village will incur with regard to the application, which estimate of the cost shall include Village staff

time based on an hourly wage plus 40% for benefits. The Village Building Inspector shall require payment of this estimated cost to the Village in advance of performing such work. After the work is performed, in the event the cost the Village incurs is larger or smaller than estimated, additional payment shall be required or a refund shall be provided, respectively. This section shall be interpreted in light of the Village of Fox Point Chargeback Ordinance, codified as Article III, Charge to Property Owners for Professional Fees, of Chapter 67, Finance and Taxation, of the Code of the Village of Fox Point.

- (35) Gross square footage calculations are based on the dimensions of the building from exterior faces of the exterior walls of each finished floor level and the garage. Unfinished basements in one-and two-family dwellings or portions thereof are not included in this calculation. Square footage area shall be defined as follows: The living area of the building enclosed by the interior surface of the exterior walls including the basement if finished.
- (36) In determining valuation, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work. Costs calculation. In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical and plumbing work.
- (37) Unless specifically noted, all fees in fractions of a dollar shall be rounded to the next full dollar in value.

Exhibit B

§ 63-4 Plumbing fees.

[Amended 12-13-2011 by Ord. No. 2011-12; 11-11-2014 by Ord. No. 2014-08; 3-12-2019 by Ord. No. 2019-06]

A. Fees shall be as follows:

- (1) Plumbing permit minimum fee: \$60.
- (2) Plumbing fixtures: \$10 each.
- (3) Sanitary building sewer: \$60.
- (4) Storm building sewer: \$60.
- (5) Sewers over 100 feet, per foot: \$0.50.
- (6) Sanitary building drain: \$60.
- (7) Storm building drain: \$60.
- (8) Drains over 100 feet, per foot: \$0.50.
- (9) Water service: \$60.
- (10) Water service over 100 feet, per foot: \$0.50.
- (11) Cap sewer and water: \$60~~each~~.
- (12) Catch basin: \$30 each.
- (13) Manholes: \$30 each.
- (14) Well operation permit (five years): \$120.
- (15) Well abandonment: \$60.
- (16) Fire protection sprinkler: \$60.
- (17) Reinspection: \$100 per inspection.
- (18) Refund retained: \$30.
- (19) Exhaust hood suppression system commercial: \$100.
- (20) Double permit fee for failure to obtain permit before work commences, except in emergency cases.

(21) Water usage charges and charges for testing and setting water meters shall be as set forth in the rate schedule of the Fox Point Water Utility as approved by the Public Service Commission.

(22) Water distribution piping: \$30.

(23) If the permit has expired before the construction work is completed, a new permit may be reissued at 1/2 the regular fee or at the reinspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

Exhibit C

§ 63-7 Electrical fees.

[Amended 12-13-2011 by Ord. No. 2011-12; 5-13-2014 by Ord. No. 2014-05; 11-11-2014 by Ord. No. 2014-08; 3-12-2019 by Ord. No. 2019-06]

A. Fees shall be as follows:

- (1) Electrical permit minimum fee: \$60.
- (2) Devices (fixtures, switches, receptacles, luminaires): ~~\$0.75~~1 each.
- (3) Range, disposal, dishwasher, clothes dryer, water heater: \$10 each.
- (4) LED, HID~~luminaire Arc~~, mercury, sodium, metal halide~~quartz, etc.~~: \$5 each.
- (5) Exhaust and ventilation fans~~Vent fans, paddle fans, dimmers, GFCI devices~~: ~~\$3~~5 each.
- (6) Heating equipment (furnace, boiler): \$15 each.
- (7) Space heating system, base board: \$5 each.
- (8) Air conditioning, refrigerating equipment: \$15 each.
- (9) Feeders, ~~or~~ subfeeder, sub panel: \$15 each.
- ~~(10) Services~~equipment: \$30 per 100 amp.
- ~~(10)(11) Generators, transformers: \$30 each.~~
- ~~(a) Zero to 100 amps: \$30 each.~~
- ~~(b) 101 amps to 200 amps: \$45 each.~~
- ~~(c) Each additional 100 amps: \$5 per 100 amp.~~
- ~~(11) Generators, rectifiers, transformers, etc.: \$30.~~
- (12) Swimming pool, spa, hot tub: \$60 each.
- (13) Motors over ¼ horsepower~~, each horsepower or fraction thereof each motor: \$1 per horsepower~~5 each.
- (14) Fuel dispensing equipment: \$50 each.
- (15) Signs, illuminated: \$35 each.
- (16) Smoke/CO detectors: \$3 each
- ~~(16) Strip lighting, plug-in strip, Trol-E-Duct, etc.: \$1 per foot.~~

- (17) ~~[Reserved] Low voltage devices: \$2 each.~~
- (18) Machines, Motion picture, ~~stereopticon and X-ray machines~~, welders, etc.: \$30 each.
- (19) Pole mounted fixtures: \$10 each.
- (20) Whirlpool tubs: ~~\$40~~ \$30 each.
- (21) Fire alarm system: \$60 each.
- (22) ~~[Reserved] Raceways, wireways, busways, gutters: \$1 per foot.~~
- (23) Temporary service: ~~(90 day period):~~ \$60 each.
- (24) Reinspection: \$100 per inspection.
- (25) Refund retained: \$30.
- (26) Double permit fee for failure to obtain permit before work commences, except in emergency cases.
- ~~(26)~~(27) If the permit has expired before the construction work is completed, a new permit may be reissued at 1/2 the regular fee or at the reinspection rate for each remaining inspection. The method used shall be determined by, and at the sole discretion of, the Building Inspector.

FIRST AMENDED PERMANENT
STORM SEWER EASEMENT

Document Number

This First Amended Permanent Storm Sewer Easement (the "First Amended Easement") is made this _____ day of _____, 2021, by and between the owner of 7736 N. Beach Drive (referred to herein as "Owner") and the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

WHEREAS, Owner is the sole fee simple owner of certain real property located in the Village of Fox Point, Milwaukee County, Wisconsin, as further described on **Exhibit A**, attached hereto (the "Owner's Parcel"); and

WHEREAS, Owner entered into a Permanent Storm Sewer Easement with the Village in a document dated October 12, 2017, and recorded in the office of the Register of Deeds of Milwaukee County on November 29, 2017, as Document No. 10733004 (the "2017 Easement"), which encumbered a portion of the Owner's Parcel, for the location, construction operation, maintenance, repair, inspection and reconstruction of underground storm sewer facilities for the drainage of water across the Owner's Parcel; and

WHEREAS, the 2017 Easement encumbered a portion of the Owner's Parcel more particularly described on **Exhibit B** as the "Easement Area" including portions above ground as deemed necessary by the Village; and

WHEREAS, the Owner desires to build two private catch basins on the Owner's Parcel and connect said catch basins to the Village's Facilities for drainage purposes and the Owner's benefit, as illustrated in Exhibit C as the "Connection Drawings"; and

WHEREAS, the Owner and the Village desire to amend the 2017 Easement by terminating the terms and conditions set forth therein and replacing them with the new terms of the First Amended Easement.

NOW THEREFORE, in consideration of the property owner's request to connect private catch basins to the Village infrastructure and the Village rights to make and operate storm sewer improvements across the Owner's Parcel, the Owner and Village hereby amend and re-state the 2017 Easement as follows:

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 093-9987

Parcel Identification Number (PIN)

GRANT:

1. Recitals. The above Recitals are acknowledged and agreed to.
2. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel in an underground sewer, in the area specifically described in attached **Exhibit B** (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to drain across the Easement Area through an underground sewer (such facilities referred to herein as the "Village's Facilities").
3. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times and upon reasonable prior notice to Owner, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall among other things be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.
4. Binding on Owner of Owner's Parcel. This First Amended Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this First Amended Easement is a covenant and restriction that shall run with the land. This First Amended Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
5. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this First Amended Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this First Amended Easement. The elevation of the existing ground surface within the Easement Area shall

not be altered by more than four inches (4") without the written consent of the Village.

6. Bill of Sale. To the extent the Owner may have an ownership interest in the Village's Facilities described herein and located within the Easement Area, the Owner's interest is hereby sold and conveyed to the Village.
7. Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this First Amended Easement or documents incorporated herein by reference, the Owner shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of this First Amended Easement by any party or parties. This indemnification, hold harmless and defense obligation includes but is not limited to all risks associated with the engineering, design, means and methods, and all consequences that may follow from connecting Owner's private catch basins to the Village Facilities. Such risks include but are not limited to the risk that stormwater may back-up from the Village Facilities, through the catch basin and cause damage and injuries to the Owner's Parcel and buildings, structure and persons located thereon.
8. Severability. If any term, covenant or condition of this First Amended Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of this First Amended Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
9. Governing Law. This First Amended Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. Incorporated Documents. This First Amended Easement together with the Exhibits attached hereto sets forth the entire understanding of the parties and may not be amended except by a written document approved by the Village of Fox Point Village Board and the Owner.
11. Termination of 2017 Easement. All terms and conditions of the 2017 Easement applicable to the Owner's Parcel are hereby terminated and replaced by this First Amended Easement.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this First Amended Easement as of the date set forth above.

Owner of 7736 N. Beach Drive

By: _____
(signature)

(print name, title)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission: _____
Print Name: _____

IN WITNESS WHEREOF, the undersigned has executed this First Amended Easement as of the date set forth above.

Village of Fox Point

By: _____
(signature)

(print name, title)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission: _____
Print Name: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

Exhibit A

(Attach Legal Description of the Owner's Parcel Here)

Exhibit B

(Attach Legal Description of Easement Area Here)

Exhibit C

(Attach Drawing of the Catch Basin Connections Here)

FIRST AMENDED PERMANENT
STORM SEWER EASEMENT

Document Number

This First Amended Permanent Storm Sewer Easement (the "First Amended Easement") is made this _____ day of _____, 2021, by and between the owner of 7736 N. Beach Drive (referred to herein as "Owner") and the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

WHEREAS, Owner is the sole fee simple owner of certain real property located in the Village of Fox Point, Milwaukee County, Wisconsin, as further described on **Exhibit A**, attached hereto (the "Owner's Parcel"); and

WHEREAS, Owner entered into a Permanent Storm Sewer Easement with the Village in a document dated October 12, 2017, and recorded in the office of the Register of Deeds of Milwaukee County on November 29, 2017, as Document No. 10733004 (the "2017 Easement"), which encumbered a portion of the Owner's Parcel, for the location, construction operation, maintenance, repair, inspection and reconstruction of underground storm sewer facilities for the drainage of water across the Owner's Parcel; and

WHEREAS, the 2017 Easement encumbered a portion of the Owner's Parcel more particularly described on **Exhibit B** as the "Easement Area" including portions above ground as deemed necessary by the Village; and

WHEREAS, the Owner desires to build two private catch basins on the Owner's Parcel and connect said catch basins to the Village's Facilities for drainage purposes and the Owner's benefit, as illustrated in Exhibit C as the "Connection Drawings"; and

WHEREAS, the Owner and the Village desire to amend the 2017 Easement by terminating the terms and conditions set forth therein and replacing them with the new terms of the First Amended Easement.

NOW THEREFORE, in consideration of the property owner's request to connect private catch basins to the Village infrastructure and the Village rights to make and operate storm sewer improvements across the Owner's Parcel, the Owner and Village hereby amend and re-state the 2017 Easement as follows:

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 093-9987

Parcel Identification Number (PIN)

GRANT:

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3. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times and upon reasonable prior notice to Owner, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall among other things be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.
4. Binding on Owner of Owner's Parcel. This First Amended Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this First Amended Easement is a covenant and restriction that shall run with the land. This First Amended Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
5. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this First Amended Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this First Amended Easement. The elevation of the existing ground surface within the Easement Area shall

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7. Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this First Amended Easement or documents incorporated herein by reference, the Owner shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of this First Amended Easement by any party or parties. This indemnification, hold harmless and defense obligation includes but is not limited to all risks associated with the engineering, design, means and methods, and all consequences that may follow from connecting Owner's private catch basins to the Village Facilities. Such risks include but are not limited to the risk that stormwater may back-up from the Village Facilities, through the catch basin and cause damage and injuries to the Owner's Parcel and buildings, structure and persons located thereon.
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[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned has executed this First Amended Easement
as of the date set forth above.

Owner of 7736 N. Beach Drive

By: _____
(signature)

(print name, title)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission: _____
Print Name: _____

IN WITNESS WHEREOF, the undersigned has executed this First Amended Easement as of the date set forth above.

Village of Fox Point

By: _____
(signature)

(print name, title)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

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This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

Exhibit A

(Attach Legal Description of the Owner's Parcel Here)

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(Attach Drawing of the Catch Basin Connections Here)