

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

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

**TUESDAY
APRIL 12, 2022
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/89487506152>

Meeting ID: 894 8750 6152

Dial: (312) 626-6799

AGENDA

1. Roll Call

2. Persons desiring to be heard

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

3. Committee Reports

a. Plan Commission

1. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning a Conditional Use Permit application for Ms. Mary's Learning Center, LLC, 8050 N Port Washington Rd., to provide infant, preschool, school age, before and after care and tutoring services for children 3 weeks to 13 years old.
2. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning a Conditional Use Permit application for Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd, Suite H, for the sale of women's clothing, shoes, and accessories.

3. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning Ordinance to Repeal and Recreate Sections 745-7 C. (1) and 745-6 A. concerning garages, accessory buildings and certain structures other than buildings of the Village of Fox Point Zoning Code.

b. Special Pilot Community Enhancement Grants Committee

1. The Village Board will receive a report from the Special Pilot Community Enhancement Grants Committee and may act on the Committee's recommendations concerning the scope of grantmaking, criteria for grants, the proposed grant application, and procedures in connection with grantmaking notice, solicitation, evaluation, and oversight.
(127-130)

4. Public Hearings

a. Conditional Use Permit Application for Ms. Mary's Learning Center LLC, 8050 N Port Washington Rd., Fox Point.

The Village Board will hear comments and input regarding a Conditional Use Permit application for Ms. Mary's Learning Center LLC, 8050 N Port Washington Rd, Fox Point.

b. Conditional Use Permit Application for Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd, Suite H, Fox Point.

The Village Board will hear comments and input regarding a Conditional Use Permit application for Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd, Suite H, Fox Point.

c. Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures Other Than Buildings

The Village Board will hear comments and input regarding an Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and certain Structures Other Than Buildings

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

- a. Approve the minutes of the March 8, 2022 Village Board meeting.
(Pages 1-5)
- b. Approve the 2021 Annual NR216 (MS4) Stormwater Report and submittal of the same to the Department of Natural Resources.
(Pages 6-26)
- c. Accept Amendment No.1 from Baxter & Woodman in the amount of \$10,596.51 for additional design engineering services associated with the 2022 Road and Utility Reconstruction Project and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works' memorandum dated April 5, 2022.
(Pages 27-30)

- d. Accept the bid of Redina Construction Company in the amount of \$113,173 for the lining of sanitary sewer manholes in the Village and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 4, 2022.
(Pages 31-33)
- e. Accept the proposal of Kapur & Associates in the amount of \$23,334 for construction inspection activities associated with the sanitary sewer lining project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 4, 2022.
(Pages 34-37)
- f. Accept the bid of American Sewer Services, Inc. in the amount of \$1,010,852.20 for the 2022 road and utility project along Wye Lane and Port Washington Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 5, 2022.
(Pages 38-42)
- g. Accept the proposal of Baxter & Woodman in the amount of \$74,650 for construction inspection activities associated with the 2022 road and utility project along Wye Lane and Port Washington Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 7, 2022.
(Pages 43-51)
- h. Accept the bid of Visu-Sewer Inc. in the amount of \$238,830 for the 2022 storm and sanitary sewer rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 6, 2022.
(Pages 52-54)
- i. Accept the quote of Kapur & Associates in the amount of \$25,804 for construction inspection activities associated with the 2022 storm and sanitary sewer rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 6, 2022.
(Pages 55-59)
- j. Accept the proposal of Crawford Tree & Landscape in an amount not to exceed \$36,000 for the 2022 Emerald Ash Borer Treatment Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated April 7, 2022.
(Pages 60-66)
- k. Accept the quote of LDV Custom Specialty Vehicles in an amount not to exceed \$258,483 for the purchase of the water utility van and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated March 31, 2022.
(Pages 67 & 68)
- l. Accept the quote of LF George, Inc. in an amount not to exceed \$52,350 for the purchase of a chipper and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated March 31, 2022.
(Pages 67 & 69)
- m. Accept the quote of R.N.O.W., Inc. in an amount not to exceed \$192,886 for the purchase of a garbage packer including cab, chassis and body and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated April 5, 2022.
(Pages 67 & 70)
- n. Accept the quote of Milwaukee Tractor & Equipment Inc. in an amount not to exceed \$51,886 for the purchase of a skid steer and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated March 31, 2022.
(Pages 67 & 71)

- o. Accept the quote of Partners Leaf Collection in an amount not to exceed \$55,000 for the purchase of two tow-behind leaf loaders and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated April 4, 2022.
(Pages 67 & 72)
- p. Accept the quote of EJ Equipment in an amount not to exceed \$67,338 for the purchase of two more GO-4 Interceptors Refuse Haulers (garbage scooters) and authorize the Village Manager to sign the purchase order per the Lead Mechanic/Facility Lead's memorandum dated April 4, 2022.
(Page 73)
- q. Grant a Conditional Use Permit to applicant Ms. Mary's Learning Center, LLC, 8050 N Port Washington Road, Fox Point, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
(Pages 74 - 76)
- r. Grant a Conditional Use Permit to applicant Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Road, Suite H, Fox Point, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
(Pages 77 - 79)
- s. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.
- t. Adopt proclamation establishing April 17 through April 23, 2022 as Municipal Treasurers' Appreciation Week in the Village of Fox Point.
(Pages 80-81)
- u. Adopt proclamation establishing May 1 through May 7, 2022 as the Professional Municipal Clerks' Week in the Village of Fox Point.
(Pages 82-83)
- v. Approve payment of the bills in the amount of \$766,301.10 for the period March 1, 2022 through March 31, 2022 per the report submitted by the Village Manager.
(Pages 84-96)

6. New Business

- a. **Consideration of Ordinance to Repeal and Re-Crete Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.**

The Village Board will consider and may act on an Ordinance to Repeal and Re-Crete Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.
(Pages 97-100)

- b. **Consideration of Request from New Barons Brewing for a Temporary Beer Garden Near the Fox Point Pool on Specified Dates Throughout the Summer**

The Village Board will consider and may act on a request for a temporary beer garden near the Fox Point Pool on specified dates throughout the summer of 2022.
(Pages 101-121)

- c. **Consideration of Request from Cobalt Partners which Seeks Village Board Approval to Allow Them to Submit a PUD Rezoning Petition Concerning Village-Owned Land**

The Village Board will consider and may act on the request of Cobalt Partners, to allow Cobalt Partners to prepare and submit a PUD Rezoning Petition Affecting Village-owned land including Village Hall.
(Pages 122-126)

d. Consideration of Special Pilot Community Enhancement Grants Committee recommendations for Community Enhancement Grants

The Village Board will consider and may act on the recommendations of the Special Pilot Community Enhancement Grants Committee, which may include awarding 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.

(Pages 127-130)

e. Consideration of an Ordinance to Repeal and Re-Create Section 681-3 B. of the Village of Fox Point Village Code Concerning Pollinator-Friendly Habitat

The Village Board will consider and may act on an amendment to Village Code authorizing citizens to exceed the turf grass height restrictions in Section 681-3 B of the Village Code in the limited circumstances described therein.

(Pages 131-138)

7. Future Agenda Items

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

8. Announcements

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

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

9. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

MAY 10, 2022 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
MARCH 8, 2022

A meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, March 8, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

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

Not Present:

Trustee Bill Kravit

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

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

Persons desiring to be heard

President Frazer opened Persons desiring to be heard.

Lauren Curtis, 164 E Bradley Rd. spoke. In connection with the Bradley Road project, Curtis is supportive of Option B2 (with a sidewalk) and supportive of the stop sign remaining in place at Bradley Road and Regent Road. She is opposed a project design like the village's recent work on Calumet Road.

Trustee Fonstad joined the meeting in-person at the Village Hall location at 7:04 p.m.

Teresa Sparacino, 175 E Bradley Rd. is supportive of Option B2, supportive of the stop sign at Regent and Bradley Roads, and supportive of the radar speed sign. She is opposed to another street design like Calumet Road.

Sarah Jebb 168 E Bradley Rd. is supportive of Option B2 or Option B3, supportive of the stop sign at Regent and Bradley Roads, and supportive of using the yellow and white lines as sparingly as possible on Bradley. She is opposed to another Calumet Road.

Jim LaCharite 8049 N Santa Monica Blvd. is concerned he was unaware of the meeting regarding Bradley Road and of the "minimal" notices to residents. Mr. LaCharite also noted his concern that the Cobalt public information meetings quorum notice is incorrect and confusing. Mr. LaCharite opposes a private developer holding a meeting at Village Hall.

Marilyn Franklin, 7870 N Regent Rd. noted her concerns regarding communication on the Cobalt's public information meeting, and conflicts with other meetings of interest to the community.

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Elizabeth Aelion, 210 W Bergen Ct. is supportive of the stop sign on Bradley and Regent Roads and supportive of the Bradley Road project to the extent it keeps 11-foot lanes without road markings. Ms. Aelion's expressed concern about insufficient public notice in connect with the Cobalt public information meetings.

Peter Grzechowiak, 220 E Bradley Rd. is supportive of keeping the stop sign at Regent and Bradley Roads. Mr. Grzechowiak is concerned the project will affect his property; he already has a standing water issue.

Barbara Friedman, 8001 N. Links Way is not supportive of widening Bradley Road.

Mary Beth Mills, 1811 E Dean Rd. is concerned about the limited communication Cobalt sent out about its public information meetings and the conflict with school district referendum public information meetings. Ms. Mills is opposed to Cobalt holding its public information meetings at Village Hall. She inquired on the village's policy regarding notifications and postings of village meetings and agendas.

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

Committee Reports – Plan Commission

Trustee Fonstad gave a report on the Plan Commission meeting on Monday, March 7, 2022. The only item on the agenda was the proposed changes to the zoning ordinance regulating detached garages and its accessory structures. In general, there was support for clarifying provisions of this section of the zoning code, but not at the cost of unnecessarily limiting what residents can do with their property. Plan Commissioners discussed either having staff create a new draft or just having the board deny the adoption of this ordinance. Plan Commission's decision was to request staff to prepare a new draft to bring to the Plan Commission that incorporates the comments made by the Plan Commissioners.

Public Hearing for Ordinance to Repeal and Re-Crete Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-0), to postpone this item until the date and time of the regular Village Board meeting on April 12, 2022 at 7:00 p.m.

Consent Agenda

- a. Approve the minutes of the February 8, 2022 Village Board meeting.
- b. Approve the appointment of new agent, Jeff Gulig for Walgreen Co, d/b/a, Walgreens #03125 "Class A" Beer and Intoxicating Liquor License, as per the Village Clerk Treasurer's memorandum dated February 21, 2022.
- c. Accept the proposal of Marek Landscaping in the amount of \$6,020.33 for vegetation maintenance and invasive species control for the Indian Creek Woods and authorize the Village Manager to sign the proposal pursuant to the Director of Public Works' memorandum dated March 1, 2022.

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VILLAGE BOARD MEETING MINUTES
MARCH 8, 2022

- d. Accept the proposal of Marek Landscaping in the amount of \$16,155.60 for control of invasive species, native planting and monitoring for Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the proposal pursuant to the Director of Public Works' memorandum dated March 1, 2022.
- e. Approve the Limited Term Conservation Easement for the Regent Court No. 3 and Indian Creek Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the conservation easement pursuant to the Director of Public Works' memorandum dated March 1, 2022.
- f. Approve the Limited Term Conservation Easement for the Greenvale Road Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the conservation easement pursuant to the Director of Public Works' memorandum dated March 1, 2022.
- g. Approve the Green Infrastructure Ten-Year Maintenance Covenant for the Bioretention at the West End of East Acacia Road between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the maintenance covenant pursuant to the Director of Public Works' memorandum dated March 1, 2022.
- h. Approve Amendment No. 3 from MSA for additional soil borings along Beach Drive associated with the water main relocation design and authorize the Village President and Village Clerk/Treasurer to sign the amendment pursuant to the Director of Public Works' memorandum dated March 1, 2022.
- i. Adopt the proclamation establishing Friday, April 29, 2022 as Arbor Day in the Village of Fox Point and urge all citizens to support the efforts to protect our trees and woodlands and to support our Village's urban forestry program.
- j. Approve payment of the bills in the amount of \$362,011.69 for the period February 1, 2022 through February 28, 2022 per the report submitted by the Village Manager.

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

NEW BUSINESS

Presentation from Nicolet School District regarding upcoming referendum.

A brief presentation was given from Superintendent Greg Kabara of the Nicolet School District regarding the upcoming referendum.

The Board took no action.

Presentation from Fox Point School District regarding upcoming referendum.

A presentation was given by Superintendent Jeff Dellutri of the Fox Point-Bayside School District regarding the upcoming referendum.

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The Board took no action.

Consideration of Ordinance to Repeal and Re-Crete Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.

Without objection and by unanimous consent, President Frazer postponed consideration of this agenda item until the Board receives a recommendation and referral from the Plan Commission.

Consideration of Village Board Endorsement of ICC Resolution concerning SB 807

Motion by Trustee Fonstad, seconded by Trustee Anderson Knight, and carried by roll call vote (6-0), to endorse an ICC Resolution opposing current SB 807.

Presentation of the Bradley Road Public Information Meeting Survey Results

Motion by Trustee Fonstad, seconded by Trustee Anderson Knight, and carried by roll call vote (6-0), the Board direct staff to proceed with Option B2 or B3 for the rebuilding of Bradley Road.

Resolution Designating Associated Bank, N.A. (the “Financial Institution”) as a Public Depository for Village of Fox Point

Motion by President Frazer, seconded by Trustee Sumner, and carried by roll call vote (6-0), to adopt a Resolution Designating Associated Bank, N.A. (the “Financial Institution”) as a public depository for the Village of Fox Point, as described in the agenda packet under item 6f.

Future Agenda Items – None

Announcements

Trustee Fonstad

None

Trustee Symchych

None

Trustee Sumner

None

Trustee Ollman

None

Trustee Anderson Knight

Trustee Anderson Knight reported on the North Shore Library. The development in Bayside includes a new library space. It is required that the North Shore Library fundraise for the buildout of that space. A fundraising consultant has been hired and a committee has been established. Just this week, two co-chairs have been named for that committee – Marianne Lubar and Bud Selig.

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The second announcement is there is a search underway for a new Library Director; the search is active and the selection process is ongoing.

Village President Frazer

President Frazer echoed Trustee Anderson Knight's announcement with regard to the North Shore Library capital campaign. The designation and acceptance of Marianne Lubar and Bud Selig to co-chair the campaign is a tremendous boost to the project.

Village Manager Scott Botcher

Village Manager Scott Botcher announced staff is trying to figure out the best way to manager Board of Appeals meetings schedule moving forward to be more efficient. Second, according to the most recent elections court ruling, the drop box in front of village hall will be removed just prior to the mailing of April 5, 2022 absentee ballots. The drop box will return following the election.

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (6-0), to adjourn the Village Board meeting at 8:24 p.m.

Respectfully submitted,

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

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2021 Annual Report

County: Milwaukee

Municipality: Fox Point, village

Permit Number: S061565

Facility Number: 31324

Reporting Year: 2021

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
- Storm Water Consortium/Group Report
- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above

- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
- Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)

- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Fox Point, village

Facility ID # or (FIN): 31324

Updated Information: ☐ Check to update mailing address information

Mailing Address: 7200 N. Santa Monica Blvd

Mailing Address 2:

City: Fox Point

State: Wisconsin

Zip Code: 53217 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: Scott

Last Name: Brandmeier

☐ Select to **update** current contact information

Title: DPW/Engineer

Mailing Address: 7200 N Santa Monica Blvd

Mailing Address 2:

City: Fox Point

State: WI

Zip Code: 53217 xxxxx or xxxxx-xxxx

Phone Number: 414-351-8900 Ext: xxx-xxx-xxxx

Email: sbrandmeier@villageoffoxpoint.com

Additional Contacts Information (Optional)

**Individual with responsibility for:
(Check all that apply)**

- ☒ I&E Program
- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Jacob

Last Name: Fincher

Title: Executive Director

Mailing Address: 600 East Greenfield Avenue

Mailing Address 2:

City: Milwaukee

State: WI

Zip Code: 53204 xxxxx or xxxxx-xxxx

Phone Number: 262-716-2211 Ext: xxx-xxx-xxxx

Email: fincher@swwtwater.org

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Southeastern Wisconsin Watersheds Trust, Inc.

☒ Public Involvement and Participation Southeastern Wisconsin Watersheds Trust, Inc.

☐ Illicit Discharge Detection and Elimination

☐ Construction Site Pollutant Control

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2021		
Project/Event Name	Respect our Waters Website		
Delivery Mechanism	Website *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☒ Construction sites and post-construction storm water management ☒ Pollution prevention ☒ Green infrastructure/low impact development ☒ Other: General watershed & stormwater educ...	☒ General Public ☐ Public Employees ☒ Residents ☒ Businesses ☒ Contractors ☒ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2021		
Project/Event Name	Watershed Wednesday Social Media Campaign		
Delivery Mechanism	Social media post *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☒ Other:	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2021		
Project/Event Name	Direct mailer		
Delivery Mechanism	Distribution of print media *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☒ Other: Ice and snow control	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2021		
Project/Event Name	Respect our Waters Tabling Activities		
Delivery Mechanism	Informational booth* *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☒ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No

Event Start Date	1/1/2021		
Project/Event Name	Clean Rivers, Clean Lake Conference		
Delivery Mechanism	Targeted group training* *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet	☐ General Public ☒ Public Employees	11-50	☒ Yes ☐ No

waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☒ Pollution prevention ☒ Green infrastructure/low impact development ☐ Other: 	☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☒ Other		
--	--	--	--

Event Start Date	8/21/2021		
Project/Event Name	Fox Point Open House		
Delivery Mechanism	Informational booth*		*Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☒ Residential infiltration ☐ Construction sites and post-construction storm water management ☒ Pollution prevention ☒ Green infrastructure/low impact development ☐ Other: 	☐ General Public ☐ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	☐ Yes ☒ No

Event Start Date	1/11/2021		
Project/Event Name	Salt Awareness Week		
Delivery Mechanism	Website		*Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development	☒ General Public ☐ Public Employees ☒ Residents ☒ Businesses ☒ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	☐ Yes ☒ No

☒ Other:

Salt reduction methods

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Refer to Attachments I, II and III for more information about activities performed in partnership with Sweet Water, WI Salt Wise and MMSD.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	4/13/2021		
Project/Event Name	Distribute Annual Report		
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other: 	☐ General Public ☒ Public Employees ☒ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☒ Other	51-100	☐ Yes ☒ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	8/21/2021 ☐ NA (Individual Permittee).		
Project/Event Name	Fox Point Open House		
Delivery Mechanism	Presentation of Storm Water Information		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)

Volunteer Opportunity	☐ General Public	11-50	Village Board Agenda Packet-04/12/2022 ☐ Yes ☒ No Page 14 of 138
	☐ Public Employees		
	☒ Residents		
	☐ Businesses		
	☐ Contractors		
	☐ Developers		
	☐ Industries		
	☐ Other		

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

a. How many total outfalls does the municipality have?	10	☐ Unsure
b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?	10	☐ Unsure
c. From the municipality's routine screening, how many were confirmed illicit discharges?	0	☐ Unsure
d. How many illicit discharge complaints did the municipality receive?	0	☐ Unsure
e. From the complaints received, how many were confirmed illicit discharges?	0	☐ Unsure
f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?	0	☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.

☐ Verbal Warning	
☐ Written Warning (including email)	
☐ Notice of Violation	
☐ Civil Penalty/ Citation	

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

For (g), there should be a box to note "Not Applicable" if there are no illicit discharges and, therefore, no enforcement was necessary. Refer to Attachments IV(A) and (B) for illicit discharge testing results.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? ☐ Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? ☐ Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? ☐ Unsure
- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure
- | | |
|---|--------------------------------|
| ☐ No Authority | |
| ☒ Verbal Warning | <input type="text" value="0"/> |
| ☒ Written Warning (including email) | <input type="text" value="2"/> |
| ☐ Notice of Violation | <input type="text" value="0"/> |
| ☐ Civil Penalty/ Citation | <input type="text" value="0"/> |
| ☐ Stop Work Order | <input type="text" value="0"/> |
| ☐ Forfeiture of Deposit | <input type="text" value="0"/> |
| ☐ Other - Describe below | <input type="text" value="0"/> |

- e. Brief explanation on Construction Site Pollutant Control reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Refer to Attachment V for supplemental information, including data on erosion control permits.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management facilities* have received local approval ? ☐ Unsure
*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.
- b. Does the permittee have procedures for inspecting and maintaining private storm water facilities? ☒ Yes ☐ No ☐ Unsure
- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? ☐ Unsure
Inspections completed by private landowners should be included in the reported number.
- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure
- | | |
|---|--------------------------------|
| ☐ No Authority | |
| ☒ Verbal Warning | <input type="text" value="0"/> |
| ☒ Written Warning (including email) | <input type="text" value="0"/> |
| ☒ Notice of Violation | <input type="text" value="0"/> |
| ☒ Civil Penalty/ Citation | <input type="text" value="0"/> |
| ☒ Forfeiture of Deposit | <input type="text" value="0"/> |
| ☒ Complete Maintenance | <input type="text" value="0"/> |
| ☒ Bill Responsible Party | <input type="text" value="0"/> |
| ☐ Other - Describe below | <input type="text"/> |
- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Refer to Attachment V for more information on the two privately owned and maintained storm water management facilities.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Facilities are inspected for invasive species, overall performance, native growth, and whether any repairs are needed.

- e. How many of these facilities required maintenance? ☐ Unsure
- f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Removed invasive species and re-established vegetation. Refer to Attachment V.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- g. How many municipal properties require a SWPPP? ☐ Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? ☐ Unsure
- i. Have amendments to the SWPPPs been made?
☐ Yes ☒ No ☐ Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The SWPPP was preliminary updated in 2021 and will be finalized in 2022. Information on other activities is included in Attachment V.

Collection Services - Street Sweeping / Cleaning Program ☐ Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?

☒ Yes ☐ No ☐ Unsure

- m. If known, how many tons of material was removed? ☐ Unsure
- n. Does the municipality have a low hazard exemption for this material? ☐ Yes ☐ No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
- ☐ Yes - Explain frequency _____
- ☐ No - Explain _____
- ☒ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No ☐ Unsure
- q. How many catch basin sumps were cleaned in the reporting year? ☐ Unsure
- r. If known, how many tons of material was collected? ☐ Unsure
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☐ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- ☐ Yes- Explain frequency _____
- ☐ No - Explain _____
- ☒ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- w. Where are the residents directed to store the leaves for collection?
- ☐ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure
- ☒ Other - Describe Leaves are piled on the shoulder of the road.
- x. What is the frequency of collection?
- Weekly
- y. Is collection followed by street sweeping/cleaning? ☐ Yes ☒ No ☐ Unsure
- z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Leaves are vacuumed and no street sweeping is performed on Village streets without a curb and gutter (we have a rural cross section). Refer to Attachment V.

Winter Road Management ☐ Not Applicable

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	0	100	380	490	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Pre-wetting compound	0	0	0	0	160	0

ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No ☐ Unsure

Training Date	Training Name	# Attendance
11/3/2021	WI Salt-Wise Open House & Demo	35
2/11/2021	Smart Salting for Wisconsin Roads	25

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Foreman received Wisconsin Salt Wise Certification 02/21 and he and the Lead Facility/Mechanic attended the open house and demo 11/21 and passed on the information to staff.

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? ☒ Yes ☐ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

Information related to proper salting techniques.

When:

How many attended:

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Weekly reports, emails and Village Board meeting updates.

Municipal Officials

Face to face meetings.

Appropriate Staff (such as operators, Department heads, and those that interact

with public)

Face to face meetings.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

☐ Storm water treatment facilities

☒ Storm pipes

☐ Vegetated swales

☐ Outfalls

☒ Other - Describe below

Staff discovered that a drainage shed was shown as being in the Lake Michigan reach but was supposed to be in the M...

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	----------------------------	-----------------

Element: Public Education and Outreach

875	1000	16000	<u>Storm water utility</u>
-----	------	-------	----------------------------

Element: Public Involvement and Participation

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Element: Illicit Discharge Detection and Elimination

102	100	100	<u>Storm water utility</u>
-----	-----	-----	----------------------------

Element: Construction Site Pollutant Control

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Element: Post-Construction Storm Water Management

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Element: Pollution Prevention

29658	32500	38500	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Other (describe)

GIS, catch basin cleaning, street sweeping, permit expenses, Indian Creek maintenance			
---	--	--	--

24162	47200	39200	<u>Select...</u>
-------	-------	-------	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

The Village self performs many of the permitting tasks and does not have individual journal accounts for each of the separate categories.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☒ Yes ☐ No ☐ Unsure If Yes, explain below:

The Village constructed a bioretention basin On Acacia and Greenvale as well as a



b : Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☒ Yes ☐ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS) 83.69

Total phosphorus (TP) 80.46

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

--	--	--	--	--	--	--

Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[FoxPoint_MS4Exhibit_24x36-202203.pdf](#)

Attach - Other Supporting Documents

AR EO

 File Attachment

[AttachmentI_FoxPoint2021IEReport1.pdf](#)

AR EO

 File Attachment

[AttachmentII_OpenHouseFlyers_MMSD.pdf](#)

AR PP

 File Attachment

[AttachmentIII_SocialMediaPosts-SaltAwarenessWeek2021.pdf](#)

AR PP

 File Attachment

[AttachmentIIIA_WISaltWisecertificate.pdf](#)

AR IDDE

 File Attachment

[AttachmentIVA_2021StormwaterTestResults.pdf](#)

AR IDDE

 File Attachment

[AttachmentIVB_10042021StormWaterAnalysisReport-FoxPoint.pdf](#)

AR Other

 File Attachment

[AttachmentV.pdf](#)

AR Other

 File Attachment

[AttachmentVA CardinalStitchReport SMR.pdf](#)

AR Other

 File Attachment

[AttachmentVB ChiswickStormwaterMaintenanceChecklist 2021.pdf](#)

AR TMDL

 File Attachment

[AttachmentVI Updated-OverallWinslammResults.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Fox Point, village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☐ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

- ☐ I accept the above
terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.



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 *SB*
Date: April 5, 2022
Re: Recommendation for Acceptance of Change Order No. 1 for the Road and Utility Reconstruction Project Design

Baxter & Woodman was retained to perform the design of the 2022 road and utility project for the Village of Fox Point which includes Bradley Road, Port Washington Road and Wye Lane. In early March Baxter & Woodman presented the Village with construction cost estimates for the entire project which indicated that the estimated cost to construct Bradley Road (water main, storm sewer improvements, road and path) would range between \$3.2 and \$4.1 million, that Wye Lane would range between \$490,000 and \$640,000 and Port Washington Road would range between \$493,000 and \$641,000. The total estimated cost for the entire project would range between \$4.1 and \$5.4 million but the Village had only budgeted approximately \$3.2 million for the work to be performed.

As a result of the forecasted bid prices, which are due to in large part to increase fuel and material prices, Baxter & Woodman was directed to split the project into two components and bid the work two separate times. One project would include the work on Wye Lane and Port Washington Road and the other would include Bradley Road. Doing so affords the Village the flexibility to proceed with work on Wye and Port Washington Road in 2022 and to bid Bradley Road separately to determine whether the bids will be favorable enough to allow us to proceed with work on Bradley Road as well in 2022.

Baxter & Woodman has developed an amendment to their contract which reflects the effort to separate the projects and bid them two separate times. Additionally, during the design, it was determined that the Village of Fox Point has infrastructure (both existing and proposed water mains) that extends across three separate areas on two separate parcels but through which no easements exist. Baxter & Woodman was directed to prepare the legal descriptions and figures for the proposed easement areas as part of the amendment to the work.

Based on my review of the amendment, it is my recommendation that the Village Board accept amendment number 1 in the amount of \$10,596.51 for the aforementioned work and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.



1115 South 34th Street, Suite 220, Milwaukee Wisconsin 53214 414.257.3150 baxterwoodman.com

April 5, 2022

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

***Subject: Village of Fox Point – 2022 Road and Utility Reconstruction Project
Design Engineering Services Agreement
Amendment No. 1***

Dear Mr. Brandmeier:

Baxter & Woodman, Inc. is pleased to submit Amendment No. 1 for the additional design work performed for the 2022 Road and Utility Reconstruction Project to provide easements on N Port Washington Road and in order to split the plans and specifications into two separate bid releases: (1) Wye Lane and Port Washington Road to be released on the original schedule and (2) Bradley Road to be released at a to be determined date. Our scope of services, schedule, and engineering fees are presented below.

SCOPE OF SERVICES

A. Road Design

1. Create logical project limits to divide the projects.
2. Typical sections, plan and profile, details, and cross sections for each project.

B. Water Main Design

1. Create logical project limits to divide the projects.
2. Obtain WDNR permit for construction for each project.

C. Construction Documentation Preparation

1. Create quantities, cost estimate, and project manual for each project.
2. Assisting with the solicitation, addendums, bid opening, bid evaluation, and recommendation for each project.

D. Easement Assistance

1. Create an exhibit and legal descriptions for easements to be obtained by Village for two properties:
 - a. 425 W Willow Court
 - i. Easement along existing road right-of-way to close the gap between existing easement for 425 W Willow Court and 8035 N Port Washington Road



- ii. Easement along W Willow Court 10' on either side of proposed water main.
- b. 8209 N Port Washington Road
 - i. Easement along existing road right-of-way to provide 60' total available for public infrastructure.

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses which is estimated to total an additional **\$10,596.51** for an amended not to exceed amount of **\$65,936.24**.

Village of Fox Point				
Plan Number: 212037.40				
Plan Name: FOXPV-2022 Road & Utility - Amendment 1				
Task	Labor Category	Planned Hrs	Compensation Fee	Reimb Allowed Total Compensation
Overall Project Total		103.00	10,596.51	0.00 10,596.51
Task 1 - Project Management		22.00	2,319.38	0.00 7,220.00
	Project Manager	7.00		
	Project Engineer - WM	9.00		
	Project Engineer - RD,SS	2.00		
	Stormwater Engineer	1.00		
	Project Liaison	3.00		
Task 2 - Meetings w/ Village Staff		6.00	672.57	0.00 672.57
	Project Manager	3.00		
	Project Engineer - WM	3.00		
	Project Engineer - RD,SS	1.00		
Task 3 - Road, Storm Sewer and Water Main Design		63.00	6,393.19	0.00 6,393.19
	Project Manager	7.00		
	Project Engineer - WM	12.00		
	Project Engineer - RD,SS	10.00		
	Stormwater Engineer	1.00		
	Land Surveyor	24.00		
	CAD Technician	7.00		
	Clerical	2.00		
Task 4 - Construction Document Preparation		12.00	1,211.37	0.00 1,211.37
	Project Manager	6.00		
	Project Engineer - RD,SS	2.00		
	Stormwater Engineer	3.00		
	Clerical	1.00		



All terms and conditions of the original Agreement dated December 16, 2021 with the Village of Fox Point apply.

We appreciate the opportunity to work with the Village on this important Project. Please do not hesitate to call me at 815.444.3387 if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, reading "Scott G. Ahles".

Scott Ahles, P.E.
Regional Manager

C: Ryan E. Wallace, P.E. – Baxter & Woodman, Inc.
Contracts Department – Baxter & Woodman, Inc.

VILLAGE OF FOX POINT, WISCONSIN

ACCEPTED BY: _____

TITLE: _____

DATE: _____

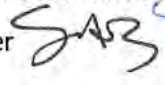
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VILLAGE OF FOX POINT

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: April 4, 2022
Re: Recommendation for Acceptance of Bid for 2022 Manhole Lining Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the rehabilitation of approximately 80 sanitary sewer manholes. The bid requires the contractor to line the interior of the manholes to prevent infiltration into the manholes, replacing sanitary manhole steps, installing or replacing the manhole cover gasket, and installing internal seals.

Seven contractors submitted bids to perform the work with the bid price ranging from \$113,173 up to \$406,350. The low bidder is Redina Construction Company out of Glen Ellyn, Illinois. Considering that Redina Construction has not performed work in the Village previously, Kapur & Associates, our consultant for the project, checked their references and past work performed and found that they are capable of performing the work.

Therefore, it is my recommendation that the Village Board award the manhole rehabilitation project to Redina Construction Co. in the amount of \$113,173 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village. The Village has budgeted \$380,000 to perform manhole and sanitary sewer mainline rehabilitation and the work is well within budget.



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

March 23, 2022

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

RE: 2022 Sanitary Manhole Rehabilitation
Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from six (6) Contractors to complete the 2022 Sanitary Manhole Rehabilitation Project as detailed in the plans and specifications prepared by our office.

After review of the bids, it was determined that Redina Construction Company is the apparent low bidder with a total bid amount of \$113,173.00. We have checked the references for Redina Construction Company and based on that information we believe the firm is capable of completing the work required for this project.

Kapur & Associates, Inc. recommends the award of this contract to Redina Construction Company in the amount of \$113,173.00. I have included a bid tabulation of all bidders for your records.

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

Sincerely,

Yuriy Amelyan, P.E.
Project Engineer

Enclosures



BID OPENING: 11:00 a.m. on Tuesday, March 22, 2022

BID OPENING: 11:00 a.m. on Tuesday, March 22, 2022

Village Board Agenda Packet-04/12/2022
Page 33 of 138



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: April 4, 2022
Re: Recommendation for Acceptance of Proposal for Manhole Lining Project Inspection Services

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the rehabilitation of 82 sanitary sewer manholes. The bid requires the contractor to line the interior of the manholes to prevent infiltration into the manholes, replacing sanitary manhole steps, installing or replacing the manhole cover gasket, and installing internal seals.

The bid opening was held on March 22, 2022 and seven contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$23,334 to provide inspection services throughout the project. In particular, the proposal anticipates part-time inspection services over 40 working days at 5 hours per day – 200 hours of inspection plus miscellaneous project management tasks. The actual cost of the work will decrease if the work is completed by the contractor in less than the anticipated 40 working days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. The bulk of the cost (about \$18,000) is directly related to inspection in the field and I am of the opinion the proposed fee is reasonable.

Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$23,334 for construction management and inspection services associated with the project and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate budget in the sanitary sewer fund for the work to be performed.

March 23, 2022

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

RE: Sanitary Manhole Rehabilitation Construction Management

Dear Scott,

Kapur is pleased to submit this proposed contract to provide construction management services for the rehabilitation of 82 Sanitary Manholes in basins #3 and #1.

SCOPE OF SERVICES INCLUDES:

The scope of construction management services for 2022 sanitary manhole rehabilitation project includes:

- Meetings with the Village Staff, Contractors and residents
- Shop drawing/submittals review and approval
- Construction inspection: assumes 40 working days at 5 hours per a day.
- QTY's review and payment recommendation
- Project close out activities, As-Builts, incorporation into GIS system

SCHEDULE

Construction management will be performed in spring-summer 2022.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be: \$23,334.00

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

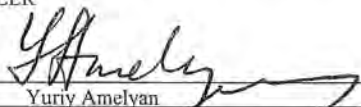
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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 Amelvan
Title: Associate/Project Manager
Date: 3/23/2022

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 MANHOLE REHABILITATION
VILLAGE OF FOX POINT, WISCONSIN

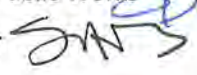
TASK		Project Manager	Project Engineer	Construction Inspector	Cad Technician	Total Task Hours	Total Task Cost
		\$168.00	\$119.00	\$88.00	\$88.00		
1	Meetings with the Village Staff, Contractors and Residents	4	4			8	\$1,148.00
2	Shop drawing/submittals review and approval	2	6			8	\$1,050.00
4	Construction inspection (assuming 40 days of construction at 5 hours per day):			200		200	\$17,600.00
5	QTY's review and payment recommendation	4		4		8	\$1,024.00
6	Project close out activities, As-Builts, incorporation into GIS system	3	4	8	6	21	\$2,212.00
7	Reimbursable expenses						\$300.00
TOTAL CONSTRUCTION MANAGEMENT:		13	14	212	6	245	\$23,334.00



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: April 5, 2022
Re: Recommendation for Acceptance of Bid for 2022 Road and Utility Improvement Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the reconstruction of the water main, storm piping and road along Bradley Road, Port Washington Road and Wye Lane. As noted in the request for approval of Amendment No. 1 from Baxter & Woodman, staff directed our consultant to split the project into two components due to estimated construction costs for the overall project. Namely, the project was divided into Wye Lane and Port Washington Road as one project and Bradley Road as a second project.

The bid opening for Wye Lane and Port Washington Road was held on March 31 and four contractors bid on the work to be performed. The bid prices ranged from \$1,010,852.20 up to \$1,206,225.50 with an engineer's cost estimate (updated from the estimate in early March) of \$1,118,630. The apparent low bidder for the work was American Sewer Services of Rubicon, Wisconsin but, as noted on the recommendation letter from Baxter & Woodman, they had used the original bid form as opposed to the amended bid form that increased line item 45 from 10 shrubs to 17 shrubs. As a result, the unit price item for line item 45 was not correctly calculated and, if considered, the bid would have been \$525 more than what was actually bid.

Considering the bid error that occurred, staff spoke with both the contractor's representative and the Village Attorney to discuss the amount of the bid. The Village Attorney concurred with Village staff that the written bid for the total cost of the work would govern and that the unit price for line item 45 could be proportionately adjusted to reflect the total unit price for that line item of \$750. Staff has received an email from the contractor's representative indicating that they will honor the "as bid" total of \$1,010,852.20 and adjust the unit price of line item 45 to \$44.12 for the 17 shrubs to be relocated.

After reviewing the bids and the bid recommendation letter, I am of the opinion the error in the bid is minor enough to be waived and it is my recommendation to award the work to American Sewer Services Inc in the amount of \$1,010,852.20 and authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate budget available in the Capital Projects and Water Funds for the work to be performed.



115 South 84th Street, Suite 220, Milwaukee Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

April 5, 2022

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

RECOMMENDATION TO AWARD

Subject: Village of Fox Point – 2022 Road and Utility Reconstruction

Dear Mr. Brandmeier:

The following four bids for the Village's 2022 Road and Utility Reconstruction were opened on March 31, 2022 at 10:00 am:

<u>Bidder</u>	<u>Bid Amount</u>
American Sewer Services, Inc. Rubicon, WI	\$1,010,852.20 – as read
Globe Contractors, Inc. Pewaukee, WI	\$1,047,318.00 – as read
Mid City Corporation Butler, WI	\$1,206,225.00 – as read
MJ Construction, Inc. Pewaukee, WI	\$1,099,762.00 – as read
Engineer's Opinion of Probably Cost	\$1,118,630.00

The Bid for American Sewer Services, Inc. included all items required in the Bid Submittal Checklist and proper acknowledgement of Addendum 1, but did not utilize the Addendum 1 Bid Form. Addendum 1 updated the Bid Form to change the quantity of Item 45 – Relocate Shrubs from 10 to 17. The American Sewer Services, Inc. bid included the as read unit price for Item 45 of \$75.00 and the as read item total for Item 45 of \$750.00. Per Article 18.05 of the Bidder Instructions, "A Bid which has not been prepared according to the instructions contained herein or which does not contain a unit price which is both adequate and reasonable for each and every item named in the Bid may be considered irregular and subject to rejection."



If the Village chooses not to reject the American Sewer Services, Inc. bid, we recommend the award of the contract to American Sewer Services, Inc. for \$1,010,852.20. Based on American Sewer Services, Inc. experience, we believe American Sewer Services, Inc. is qualified to complete the project. American Sewer Services, Inc.'s bid was \$107,252.80 (9.6%) below our pre-bid opinion of probable cost.

If the Village chooses to reject the American Sewer Services, Inc. bid, we recommend the award of the contract to Globe Contractors, Inc. for \$1,047,318.00. Based on Globe Contractors, Inc. experience, we believe Globe Contractors, Inc. is qualified to complete the project. Globe Contractors, Inc.'s bid was \$71,312.00 (6.4%) below our pre-bid opinion of probable cost.

Please notify us of your decision of awarding the contract and we will prepare the Contract Documents for execution by the Contractor and the Village.

The Bid Tabulation is enclosed for the Village's records.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "R. Wallace".

Ryan E. Wallace, PE
Enc.

VILLAGE OF FOX POINT
2022 ROAD UTILITY RECONSTRUCTION

BID DATE/TIME: MARCH 31, 2022 - 10AM

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		AMERICAN SEWER		GLOBE		MID CITY		MI CONSTRUCTION INC.		CATEGORY
				PRICE	TOTAL	PRICE	UNIT	PRICE	TOTAL	PRICE	UNIT	PRICE	TOTAL	
1	Mobilization	1	EACH	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00	\$ 50,000.00	\$ 50,000.00	\$ 16,750.00	\$ 16,750.00	SPOT
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 45,000.00	\$ 1,500.00	\$ 1,500.00	SPIT
3	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 7,400.00	\$ 7,400.00	\$ 10,000.00	\$ 10,000.00	\$ 26,450.00	\$ 26,450.00	SPIT
4	Erosion Control	2	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,750.00	\$ 1,750.00	STORM
5	Connect to Water Main (Non-Pressure) 6-inch	2	EACH	\$ 3,000.00	\$ 6,000.00	\$ 7,500.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 5,885.00	\$ 11,770.00	WATER
6	Connect to Water Main (Non-Pressure) 8-inch	4	EACH	\$ 4,000.00	\$ 16,000.00	\$ 7,000.00	\$ 28,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,500.00	\$ 26,000.00	WATER
7	Connect to Water Main (Non-Pressure) 12-inch	2	EACH	\$ 5,000.00	\$ 10,000.00	\$ 8,500.00	\$ 17,000.00	\$ 1,900.00	\$ 1,900.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	WATER
8	Line Stop 4-inch	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 35,500.00	\$ 35,500.00	\$ 108.00	\$ 108.00	WATER
9	Water Main (Open Cut) 6-inch PVC	355	LF	\$ 100.00	\$ 35,500.00	\$ 115.00	\$ 40,725.00	\$ 180.00	\$ 63,900.00	\$ 180.00	\$ 63,900.00	\$ 136.00	\$ 48,140.00	WATER
10	Water Main (Open Cut) 8-inch PVC	1270	LF	\$ 140.00	\$ 177,800.00	\$ 125.00	\$ 158,750.00	\$ 155.00	\$ 196,750.00	\$ 170.00	\$ 215,900.00	\$ 136.00	\$ 172,730.00	WATER
11	Water Main (Open Cut) 12-inch PVC	20	LF	\$ 160.00	\$ 3,200.00	\$ 370.00	\$ 7,400.00	\$ 600.00	\$ 12,000.00	\$ 3,000.00	\$ 6,000.00	\$ 475.00	\$ 9,500.00	WATER
12	Water Main (Directionally Drilled) 6-inch PVC Cera-Lock	1560	LF	\$ 2,600.00	\$ 4,056,000.00	\$ 312,000.00	\$ 4,862,400.00	\$ 180.00	\$ 2,808,000.00	\$ 150.00	\$ 2,340,000.00	\$ 155.00	\$ 2,41,800.00	WATER
13	Gate Valve and Box - 3-inch	3	EACH	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,300.00	\$ 6,900.00	\$ 3,500.00	\$ 10,500.00	\$ 2,000.00	\$ 6,000.00	WATER
14	Gate Valve and Box - 6-inch	3	EACH	\$ 2,800.00	\$ 8,400.00	\$ 8,000.00	\$ 24,000.00	\$ 2,500.00	\$ 7,500.00	\$ 4,500.00	\$ 13,500.00	\$ 2,400.00	\$ 7,200.00	WATER
15	Gate Valve and Box - 8-inch	10	EACH	\$ 3,000.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00	\$ 3,200.00	\$ 32,000.00	\$ 4,500.00	\$ 45,000.00	\$ 2,400.00	\$ 24,000.00	WATER
16	Gate Valve and Box - 12-inch	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	WATER
17	Fire Hydrant	9	EACH	\$ 7,500.00	\$ 67,500.00	\$ 8,500.00	\$ 76,500.00	\$ 7,500.00	\$ 67,500.00	\$ 15,000.00	\$ 135,000.00	\$ 7,300.00	\$ 65,700.00	WATER
18	Fire Hydrant Barrel Extension	10	LF	\$ 100.00	\$ 1,000.00	\$ 120.00	\$ 1,200.00	\$ 130.00	\$ 1,300.00	\$ 130.00	\$ 1,300.00	\$ 140.00	\$ 1,400.00	WATER
19	Water Service Pipe 1.25-inch	240	LF	\$ 110.00	\$ 26,400.00	\$ 98.00	\$ 23,520.00	\$ 80.00	\$ 19,200.00	\$ 75.00	\$ 18,000.00	\$ 152.00	\$ 36,480.00	WATER
20	Water Service Pipe 1.5-inch	210	LF	\$ 120.00	\$ 25,200.00	\$ 100.00	\$ 21,000.00	\$ 80.00	\$ 16,800.00	\$ 75.00	\$ 15,750.00	\$ 155.00	\$ 32,550.00	WATER
21	Water Service Pipe 2-inch	25	LF	\$ 150.00	\$ 3,750.00	\$ 150.00	\$ 3,750.00	\$ 175.00	\$ 4,375.00	\$ 175.00	\$ 4,375.00	\$ 330.00	\$ 8,250.00	WATER
22	Water Service Pipe 3-inch	15	LF	\$ 160.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 233.00	\$ 3,495.00	\$ 233.00	\$ 3,495.00	\$ 500.00	\$ 7,500.00	WATER
23	Water Service Connection 1.25-inch	13	EACH	\$ 1,000.00	\$ 13,000.00	\$ 3,600.00	\$ 46,800.00	\$ 3,600.00	\$ 46,800.00	\$ 3,000.00	\$ 39,000.00	\$ 1,800.00	\$ 18,000.00	WATER
24	Water Service Connection 1.5-inch	2	EACH	\$ 1,150.00	\$ 2,300.00	\$ 2,800.00	\$ 5,600.00	\$ 3,100.00	\$ 6,200.00	\$ 3,000.00	\$ 6,000.00	\$ 1,800.00	\$ 3,600.00	WATER
25	Water Service Connection 2-inch	2	EACH	\$ 1,300.00	\$ 2,600.00	\$ 2,600.00	\$ 5,200.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 6,000.00	WATER
26	Water Service Connection 3-inch	1	EACH	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 215.00	\$ 215.00	WATER
27	Abandonment of Existing Water Mains and Appurtenances	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 250.00	\$ 250.00	\$ 3,000.00	\$ 3,000.00	\$ 815.00	\$ 815.00	WATER
28	Remove Small Pipe Culverts	2	EACH	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 1,250.00	\$ 2,500.00	\$ 350.00	\$ 700.00	STORM
29	Acrot Endwalls for Culvert Pipe Reinforced Concrete 24-inch	2	EACH	\$ 1,000.00	\$ 2,000.00	\$ 650.00	\$ 1,300.00	\$ 900.00	\$ 1,800.00	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00	STORM
30	Storm Sewer Pipe HDPE 18-inch	62	LF	\$ 72.00	\$ 4,464.00	\$ 98.00	\$ 6,076.00	\$ 108.00	\$ 6,756.00	\$ 75.00	\$ 4,650.00	\$ 155.00	\$ 9,610.00	STORM
31	Storm Sewer Pipe HDPE 24-inch	357	LF	\$ 72.00	\$ 25,704.00	\$ 98.00	\$ 34,986.00	\$ 120.00	\$ 42,840.00	\$ 80.00	\$ 28,560.00	\$ 106.00	\$ 37,842.00	STORM
32	Storm Sewer Pipe Reinforced Concrete Class IV 24-inch	221	LF	\$ 40.00	\$ 8,840.00	\$ 142.00	\$ 31,382.00	\$ 70.00	\$ 15,470.00	\$ 35.00	\$ 7,735.00	\$ 152.00	\$ 33,597.00	STORM
33	Manhole Covers Type H (Reinforced Concrete R-266)	3	EACH	\$ 1,000.00	\$ 3,000.00	\$ 775.00	\$ 2,325.00	\$ 950.00	\$ 2,850.00	\$ 1,000.00	\$ 3,000.00	\$ 875.00	\$ 2,625.00	STORM
34	Manhole Covers Type Q (Reinforced Concrete R-166)	1	EACH	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	STORM
35	Manholes 4-FT Diameter	1	EACH	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	STORM
36	Manholes 4-FT Diameter	1	EACH	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	STORM
37	Drain Basin 15-inch	4	EACH	\$ 2,000.00	\$ 8,000.00	\$ 1,600.00	\$ 6,400.00	\$ 1,800.00	\$ 7,200.00	\$ 2,200.00	\$ 8,800.00	\$ 4,100.00	\$ 16,400.00	STORM
38	Standard Grate 15-inch	4	EACH	\$ 2,500.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00	\$ 550.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	STORM
39	Standard Grate 24-inch	2	EACH	\$ 700.00	\$ 1,400.00	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00	\$ 800.00	\$ 1,600.00	\$ 1,250.00	\$ 2,500.00	STORM
40	Standard Grate 36-inch	2	EACH	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 45.00	\$ 90.00	STORM
41	Rebar Light	5	CY	\$ 300.00	\$ 1,500.00	\$ 750.00	\$ 3,750.00	\$ 85.00	\$ 425.00	\$ 50.00	\$ 250.00	\$ 5.00	\$ 25.00	STORM
42	Geotextile Type R	19	SY	\$ 15.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 8.00	\$ 152.00	\$ 5.00	\$ 95.00	\$ 5.00	\$ 95.00	STORM
43	Grading and Shaping Ditches	555	LF	\$ 15.00	\$ 8,325.00	\$ 21.00	\$ 11,655.00	\$ 9.00	\$ 4,995.00	\$ 19.50	\$ 10,425.00	\$ 22.00	\$ 12,210.00	STORM
44	Tree Removal	130	UD	\$ 100.00	\$ 13,000.00	\$ 35.00	\$ 4,550.00	\$ 52.00	\$ 6,760.00	\$ 65.00	\$ 8,470.00	\$ 30.00	\$ 3,900.00	STORM
45	Relocate Shrub	17	EACH	\$ 6.00	\$ 102.00	\$ 5.50	\$ 93.50	\$ 5.00	\$ 85.00	\$ 2.00	\$ 34.00	\$ 2.50	\$ 37.50	STORM
46	Remove Asphaltic Surface Milling	2310	SY	\$ 3.00	\$ 6,930.00	\$ 2.10	\$ 4,851.00	\$ 2.00	\$ 4,620.00	\$ 41.00	\$ 9,471.00	\$ 46.00	\$ 10,626.00	ROAD
47	Prepare Aggregate Base	2310	SY	\$ 3.00	\$ 6,930.00	\$ 2.10	\$ 4,851.00	\$ 2.00	\$ 4,620.00	\$ 41.00	\$ 9,471.00	\$ 46.00	\$ 10,626.00	ROAD
48	Subgrade Removal and Replacement	231	CY	\$ 60.00	\$ 13,860.00	\$ 13,860.00	\$ 13,860.00	\$ 4.00	\$ 9,240.00	\$ 4.00	\$ 9,240.00	\$ 5.00	\$ 11,550.00	ROAD
49	Gravel Type SR	462	SY	\$ 3.00	\$ 1,386.00	\$ 1,386.00	\$ 1,386.00	\$ 4.00	\$ 1,848.00	\$ 4.00	\$ 1,848.00	\$ 5.00	\$ 2,310.00	ROAD
50	Adjusting Sanitary Manholes	3	EACH	\$ 1,750.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 1,200.00	\$ 3,600.00	\$ 1,350.00	\$ 4,050.00	\$ 1,000.00	\$ 3,000.00	ROAD
51	Track Coat	176	GAL	\$ 3.50	\$ 616.00	\$ 616.00	\$ 616.00	\$ 3.00	\$ 528.00	\$ 3.00	\$ 528.00	\$ 3.50	\$ 616.00	ROAD
52	HMA Pavement 3 FT S&B 38	371	TON	\$ 70.00	\$ 25,970.00	\$ 110.00	\$ 40,930.00	\$ 105.00	\$ 38,955.00	\$ 110.00	\$ 40,930.00	\$ 122.00	\$ 45,262.00	ROAD
53	HMA Pavement 4 FT S&B 28	253	TON	\$ 60.00	\$ 15,180.00	\$ 113.00	\$ 28,361.00	\$ 113.00	\$ 28,361.00	\$ 115.00	\$ 29,085.00	\$ 127.00	\$ 32,181.00	ROAD
54	Dewberry Replacement, HMA	333	SY	\$ 70.00	\$ 23,310.00	\$ 29.00	\$ 9,657.00	\$ 27.00	\$ 9,009.00	\$ 35.00	\$ 11,655.00	\$ 38.00	\$ 12,720.00	ROAD
55	Concrete Curb & Gutter Removal and Replacement	15	LF	\$ 50.00	\$ 750.00	\$ 1,600.00	\$ 24,000.00	\$ 1,800.00	\$ 27,000.00	\$ 1,700.00	\$ 25,500.00	\$ 1,900.00	\$ 28,500.00	WATER
56	Sidewalk, Ramp and Replacement	12210	SF	\$ 15.00	\$ 183,150.00	\$ 11.00	\$ 134,310.00	\$ 30.00	\$ 366,300.00	\$ 10.00	\$ 122,100.00	\$ 32.00	\$ 390,720.00	WATER
57	Curb Ramp, Detachable Warning Field Yellow	10	SF	\$ 60.00	\$ 600.00	\$ 49.00	\$ 588.00	\$ 46.00	\$ 460.00	\$ 45.00	\$ 450.00	\$ 52.00	\$ 520.00	WATER
58	Lawn Restoration	3000	SY	\$ 6.00	\$ 18,000.00	\$ 8.00	\$ 24,000.00	\$ 8.50	\$ 25,500.00	\$ 7.50	\$ 22,500.00	\$ 6.00	\$ 18,000.00	WATER/STORM
				TOTAL BID		\$ 1,018,630.00		\$ 1,018,630.00		\$ 1,018,630.00		\$ 1,018,630.00		
				TOTAL		\$ 1,018,630.00		\$ 1,018,630.00		\$ 1,0">\$				

VILLAGE OF FOX POINT

BID DATE/TIME: MARCH 31, 2022 - 10AM

	SUPPLEMENTAL ITEM	ENGINEER'S ESTIMATE		AMERICAN SEWER		GLOBE		MID CITY		MJ CONSTRUCTION INC.	
		UNIT	TOTAL PRICE	UNIT	TOTAL PRICE	UNIT	TOTAL PRICE	UNIT	TOTAL PRICE	UNIT	TOTAL PRICE
	Storm Sewer Pipe (48" x 6" inch)	-	-	5	98.00	5	101.00	5	70.00	5	585.00
51A		-	-	5	1,300.00	5	1,300.00	5	1,300.00	5	3,000.00
51B	Drain Basin 12-inch	-	-	5	1,275.00	5	1,275.00	5	1,275.00	5	2,900.00
51C	Manhole Drain 12-inch	-	-	5	1,000.00	5	1,000.00	5	400.00	5	1,370.00
51D	Standard Grates 12-inch	-	-	5	200.00	5	350.00	5	350.00	5	250.00
51E	Standard Grates 15-inch	-	-	5	200.00	5	425.00	5	340.00	5	275.00
51F	Down Pipe 12-inch	-	-	5	200.00	5	650.00	5	750.00	5	300.00
51G	Down Pipe 24-inch	-	-	5	400.00	5	650.00	5	400.00	5	300.00

CATEGORY	ENGINEER'S ESTIMATE	AMERICAN SEWER	GLOBE	MID CITY	M/J CONSTRUCTION INC.
ROAD	\$ 138,088.67	\$ 123,773.20	\$ 120,769.53	\$ 148,558.00	\$ 138,803.00
STORM	\$ 152,174.67	\$ 133,659.00	\$ 121,686.33	\$ 166,382.50	\$ 169,079.00
WATER	\$ 628,366.67	\$ 753,472.00	\$ 804,863.33	\$ 891,286.00	\$ 781,861.00
TOTAL	\$ 1,118,630.00	\$ 1,010,852.20	\$ 1,047,318.00	\$ 1,206,226.50	\$ 1,099,763.00



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 *KA for SB*
Date: April 7, 2022
Re: Recommendation for Acceptance of Bid for 2022 Road and Utility Improvement Project Inspection Services

The 2022 Road and Utility Improvement Project was bid on March 31 and the first part of the work includes the replacement of the water main on Port Washington Road as well as the replacement of the water main, storm sewer improvements and road reconstruction activities on Wye Lane. Under the contract, the contractor is required to be substantially complete with the work by August 26 which, if work were to begin as early as May 2, is a period of 17 weeks.

Typically, staff requests that the engineer who performed the design also serves as the construction inspector for the construction activities. Staff requested Baxter & Woodman to submit a proposal to perform the inspection services and they have submitted a proposal in the amount of \$74,650. The contractor is required to complete the work by August 26, 2022 and we have estimated that work will begin no earlier than May 2, 2022. This equates to a total construction timeframe of 17 weeks which, based on the proposal submitted, averages approximately 46 hours per week for inspection and administrative related activities. The average fee for the work to be performed is approximately \$97 per hour for all tasks associated with the project.

After reviewing the contract, hours and average fee, I am of the opinion the proposal is fair and reasonable. As with the vast majority of our construction inspection contracts, Fox Point will only be invoiced for the hours actually incurred; so, if the contractor completes the work in less than 17 weeks, the actual fees expended will likely decrease. Therefore, it is my recommendation that the Village award the inspection contract for the 2022 Road and Utility Project along Port Washington Road and Wye Lane to Baxter & Woodman and authorize the Village Manager and Village Clerk/Treasurer to sign the contract on behalf of the Village.



115 South 84th Street, Suite 220, Milwaukee Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

April 7, 2022

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

***Subject: Village of Fox Point – 2022 Road and Utility Reconstruction Project
Construction Engineering Services***

Dear Mr. Brandmeier:

Baxter and Woodman is excited to provide construction-engineering services for the Village of Fox Point for the 2022 Road and Utility Reconstruction Project. Work will begin upon execution of this contract. The services are as follows:

LOCATION

The project is located on Wye Lane, and Port Washington Road within the Village of Fox Point. The area for project includes the following:

<u>Roadway</u>	<u>Limits</u>	<u>Approximate Length</u>
Wye Lane	Lake Drive to End	950 feet
Port Washington Road	Bradley Road to Indian Creek	1,900 feet

PROJECT UNDERSTANDING

Wye Lane

Wye Lane is a two-lane residential street with 18-foot wide pavement. The existing 4 inches of asphalt pavement will be milled and replaced with new HMA Pavement. The design on Wye Road for storm water includes replacing culverts with buried pipes.

Water main will be replaced for the entire length of the street, including service laterals from the main to the curb stop, and replacement of the curb stops.

Sanitary Sewer manholes will need to be adjusted and their seals replaced.



Port Washington Road

Water main will be replaced by way of directional drilling between Bradley Road and Indian Creek, including hydrants and hydrant leads, valves, service laterals from the main to the curb stop, replacement of the curb stops, and recommendations for the installation of other valves along the project route. A permit for water main has been applied for to WDNR. Coordination has occurred with Milwaukee County, and the selected contractor will be responsible for obtaining the final permit.

SCOPE OF SERVICES

Construction Engineering

1. PROJECT INITIATION

- A. Finalize and coordinate execution of Agreement, Contract Documents, Performance/Payment Bonds, and prepare Notice to Proceed. Receive Contractor insurance documents.
- B. Prepare construction documentation forms and coordinate these forms with the Village.
- C. Review contractor pre-construction submittals, including exchange CAD files, coordinate scheduling pre-construction conference with the contractor and Owner, and prepare a list of invitees and submit invite for pre-construction conference.
- D. Prepare agenda, attend, and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
- E. Assist the Village with letters (Village letterhead) to property owners located along the project segment. One letter for each owner, regardless of the number of properties.
- F. Prepare agenda, attend, and prepare minutes for the preconstruction public information meeting.

2. CONSTRUCTION ADMINISTRATION

- A. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
- B. Attend periodic construction progress meetings (frequency agreed to at pre-construction conference, assumed biweekly).
- C. Shop drawing and submittal review by Engineer shall apply only to the items required in the contract and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. The Village agrees the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. The Village further agrees the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.



- D. Review construction record drawings, if needed, for completeness prior to submission to CADD.
- E. Prepare construction contract change orders and work directives when authorized by the Village.
- F. Review the Contractor's requests for payments as construction work progresses. Advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- G. Research and prepare written response by Engineer to request for information from the Village and Contractor.
- H. Project manager or other office staff visit site as needed.

3. FIELD OBSERVATION – FULL-TIME

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide Resident Field Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress.



4. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

5. COMPLETION AND PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a recommendation for Notice of Acceptability for the Project by the Village.
- C. Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Prepare construction record drawings that show field measured dimensions of the completed work, which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.
- E. Provide construction-related engineering services including, but not limited to, General Construction Administration and Field Observation services at project completion.
- F. Coordinate transfer of electronic records to the Village's GIS consultant.

EXCLUSIONS

- 1. Construction Staking
- 2. Geotechnical Investigations or Material Testing



ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which will not exceed **\$74,650**.

Task	Labor Category	Planned Hrs	Compensation Fee	Reimb Allowance	Total Compensation
Overall Project Total		773.00	69,090.00	5,560.00	74,650.00
CS100 Project Initiation		22.00	2,040.00	0.00	2,040.00
	Engineer IV	4.00			
	Engineer II	14.00			
	Administrative Support III	4.00			
CS105 Construction Administration		72.00	8,090.00	1,190.00	9,280.00
	Engineer IV	56.00			
	Engineer II	16.00			
CS110 Field Observation - Full-time		653.00	56,480.00	4,370.00	60,850.00
	Engineer II	535.00			
	Engineering Intern	110.00			
	Engineer Tech IV	8.00			
CS140 Project Closeout		26.00	2,480.00	0.00	2,480.00
	Engineer IV	4.00			
	Engineer II	2.00			
	Engineer Tech IV	20.00			



Thank you for the opportunity to submit a proposal for this important Project. The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

If you have any questions or need additional information, please do not hesitate to contact me at sahles@baxterwoodman.com or 815-444-3387.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in blue ink that reads "Scott G. Ahles".

Scott Ahles, P.E.
Region Manager

VILLAGE OF FOX POINT, WI

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Wisconsin Prompt Payment Law (s. 16.528 and 16.53 (2) (11)).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

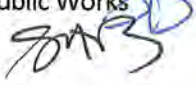
Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) 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 the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



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: April 6, 2022
Re: Recommendation for Acceptance of Bid for 2022 Sanitary and Storm Sewer Rehabilitation Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the rehabilitation of approximately 5,800 linear feet of sanitary sewer mains and approximately 400 linear feet of storm sewers. Namely, the work includes lining 8-inch, 10-inch, 12-inch and 15-inch sanitary sewer mains as well as 21-inch and 24-inch storm sewers.

Two contractors submitted bids to perform the work: Visu-Sewer, Inc in the amount of \$238,830 for the base bid and Insituform Technologies in the amount of \$369,225.30. Of the base bid amount for Visu-Sewer (the low bidder), \$195,810 is related to sanitary sewer work and \$43,020 is related to storm sewer work. The Village has budgeted \$380,000 to perform the sanitary manhole and mainline rehabilitation work and we are well within budget for the work to be performed, including construction inspection activities. In addition, the Village has adequate budget in the Capital Projects Fund for the two storm sewer segments to be lined (\$40,000 for the segment on Fairchild Circle and \$650,000 for work on storm sewers along Wye Lane and Bradley Road – of which the second segment of pipe is located along Bradley Road).

Therefore, it is my recommendation that the Village Board award the sanitary and storm sewer rehabilitation project to Visu-Sewer Inc. in the amount of \$238,830 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



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

April 6, 2022

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

RE: 2022 Sanitary and Storm Sewer Rehabilitation Project, Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from two (2) Contractors to complete the 2022 Sanitary and Storm Sewer Rehabilitation Project: Visu-Sewer, Inc. and Insituform Technologies, LLC.

After review of the bids, it was determined that Visu-Sewer, Inc. is the apparent low bidder with a total amount Base Bid and Alternate Bid 1 of \$282,510.00 (for Base Bid and Alternate Bid 1)

- Base Bid – \$238,830.00 (Sanitary Sewer Rehabilitation in Basin No. 1)
- Alternate Bid No.1- \$43,680.00 (Sanitary Sewer Rehabilitation in Basin No. 2)

Based on the Village's budget, Kapur & Associates, Inc. recommends that the Village award only the Base Bid in the amount of \$238,830.00.

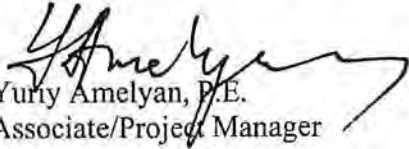
Visu-Sewer, Inc. has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

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

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

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Associate/Project Manager



2022 Sanitary and Storm Sewer Rehabilitation Project
Village of Fox Point, Wisconsin

BID OPENING: 11:00 a.m. on Tuesday, April 5, 2022

2022 Sanitary and Storm Sewer Rehabilitation Project Village of Fox Point, Wisconsin										Visu-Sewer, Inc. W230 N4855 Betker Dr Pewaukee, WI 53072 T: 262-695-2340				Instituform Technologies 17988 Edison Ave Chesterfield, MO 63005 636-530-8000			
A. UNIT PRICE BASE BID						QTY.		UNIT		UNIT \$		TOTAL		UNIT \$		TOTAL	
ITEM #	ITEM					QTY.		UNIT		UNIT \$		TOTAL		UNIT \$		TOTAL	
1	Sanitary Sewer CIPP Lining 8-inch (11 segments)					2,800		LF		\$ 32.25		\$ 90,300.00		\$ 55.00		\$ 154,000.00	
2	Sanitary Sewer CIPP Lining 10-inch (7 segment)					1350		LF		\$ 34.35		\$ 46,372.50		\$ 57.30		\$ 77,355.00	
3	Sanitary Sewer CIPP Lining 12-inch (2 segments)					475		LF		\$ 35.50		\$ 16,862.50		\$ 45.00		\$ 21,375.00	
4	Sanitary Sewer CIPP Lining 15-inch (2 segment)					450		LF		\$ 84.50		\$ 38,025.00		\$ 89.30		\$ 40,185.00	
5	Sanitary Sewer Sectional Liner 8-inch CIPP					1		LS		\$ 4,250.00		\$ 4,250.00		\$ 5,928.30		\$ 5,928.30	
5	Storm Sewer CIPP Lining 24-inch (1 segment at 7057 Fairchild Cr.)					160		LF		\$ 135.00		\$ 21,600.00		\$ 237.50		\$ 38,000.00	
6	Storm Sewer CIPP Lining 21-inch (1 segment at Bradley Easement)					210		LF		\$ 102.00		\$ 21,420.00		\$ 154.20		\$ 32,382.00	
TOTAL BASE BID:												\$ 238,830.00				\$ 369,225.30	
B. ALTERNATE BID NO. 1						QTY.		UNIT		UNIT \$		TOTAL		UNIT \$		TOTAL	
ITEM #	ITEM					QTY.		UNIT		UNIT \$		TOTAL		UNIT \$		TOTAL	
1	Sanitary Sewer CIPP Lining 8-inch (7 segments)					640		LF		\$ 68.25		\$ 43,680.00		\$ 67.00		\$ 42,880.00	
TOTAL FOR ALTERNATE BID NO. 1:												\$ 43,680.00				\$ 42,880.00	



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: April 6, 2022
Re: Recommendation for Acceptance of Proposal for 2022 Sanitary and Storm Sewer Rehabilitation Project Inspection Services

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the rehabilitation of approximately 5,800 linear feet of sanitary sewer mains and approximately 400 linear feet of storm sewers. Namely, the work includes lining 8-inch, 10-inch, 12-inch and 15-inch sanitary sewer mains as well as 21-inch and 24-inch storm sewers.

The bid opening was held on April 5, 2022 and two contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$25,804 to provide inspection services throughout the project. In particular, the proposal anticipates full-time inspection services over 25 working days at 8 hours per day – 200 hours of inspection plus miscellaneous project management tasks. The actual cost of the work will decrease if the work is completed by the contractor in less than the anticipated 25 working days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. The bulk of the cost (about \$19,000) is directly related to inspection in the field and I am of the opinion the proposed fee is reasonable.

Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$25,804 for construction management and inspection services associated with the project and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate budget in the sanitary sewer fund and capital projects fund for the work to be performed.



7711 N. Port Washington Road
Milwaukee, WI 53217
(414) 751-7200
kapurinc.com

April 6, 2022

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 Construction Management

Dear Scott,

Kapur is pleased to submit this proposed contract to provide construction management services for 2022 Sanitary and Storm Sewer Rehabilitation project.

SCOPE OF SERVICES INCLUDES:

This project will consist of installation approximately 5,750 L.F. of sanitary sewer cured-in-place pipe (CIPP) liner and approximately 380 L.F. of storm sewer CIPP liner:

The scope of construction management services for 2022 Sanitary and Storm Sewer Rehabilitation project. includes:

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

SCHEDULE

Construction management will be performed in summer/fall 2022.



FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be: \$25,804.00

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

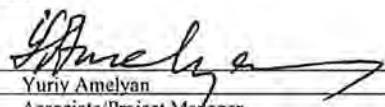
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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 Amelvan
Title: Associate/Project Manager
Date: 4/6/2022

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 CONSTRUCTION MANAGEMENT
VILLAGE OF FOX POINT

TASK		Project Manager	Construction Inspector	Cad Technician	Total Task Hours	Total Task Cost
		\$168.00	\$88.00	\$88.00		
1	Pre-Construction and Progress Meetings, Preparation and Distribution of Letter to Affected Residents	4	4		8	\$1,024.00
2	Shop Drawings/Submittals Review/Notice to Proceed	2	8		10	\$1,040.00
3	Construction Inspection, Coordination between Contractor and Residents	8	200		208	\$18,944.00
4	Review Video After Preparation Work and After Installation of CIPP Lining. Review CIPP Test Report From Independent Laboratory and Recommendation for Payment	6	20		26	\$2,768.00
5	Project Closeout and As-Built	4	8	4	16	\$1,728.00
6	Reimbursable Expences					\$300.00
TOTAL:		24	240	4	268	\$25,804.00





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: Fox Point Village Board

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

Through: Scott Botcher, Village Manager *KA for SB*

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

SUBJECT: Contract Award – Emerald Ash Borer Initiative – Ash Treatments

DATE: April 7, 2022

I request that you approve the following contract award to Crawford Tree and Landscape, Inc. for our Summer 2022 EAB Ash Treatment Project. (See attached bid tabulation)

Because of a tie in the unit price by two bidders, it was determined that a coin flip would be performed to select which bidder would be awarded the contract.

The call was heads for Crawford and tails for M&M.

On 4/7/2022 at 9:30 am said coin flip was witnessed by five members of Fox Point Village Staff. The result of the coin flip was heads.

- For the trunk injection program, the bid amount was \$4.35 per DBH inch for trunk injection. This treatment is for two-year protection for 400 ash trees.
- It is requested that the funds for this contract come from the Capital Fund – Ash Removal, Replacement and Treatment; Account # 40-91600-833.
- I recommend the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village with **Crawford Tree and Landscape, Inc., 8844 W Calumet Rd., Milwaukee, WI** in an amount not to exceed \$36,000.00.
- The \$36,000.00 amount is larger than the bid total of \$32,625.00. This is to allow for an increase in some tree diameters that have occurred since their previous measurements.

*DBH=Diameter Breast Height or diameter at 4 ½ feet above ground level.

**VILLAGE OF FOX POINT
BID TABULATION
2022 EMERALD ASH BORER TREATMENTS - April 5, 2022
400 Ash Trees**

Trunk Injection - 2 Year Emamectin Benzoate Approx. DBH Inches = 7,500		TOTAL TRUNK INJECTION
CONTRACTOR	PRICE/INCH DBH	
Crawford Tree & Landscape 8760 West Calumet Road Milwaukee, WI	\$4.35	\$32,625.00
First Choice Tree Care, Inc. W15916 Freistadt Road Germantown WI	\$4.56	\$34,200.00
M&M Tree Service 8844 West Calumet Road Milwaukee, WI	\$4.35	\$32,625.00

DBH = Diameter of trunk at breast height (4.5 ft. above ground level)

Because of a tie in the unit price by two bidders, it was determined that a coin flip would be performed to select which bidder would be awarded the contract. The call was heads for Crawford and tails for M&M. On 4/7/2022 at 9:30 am said coin flip was witnessed by five members of Fox Point Village Staff. The result of the coin flip was heads.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT WI 53217-3505
414-351-8900
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TO: Fox Point Village Board

From: John T. Gall, Village Forester 

Through: Scott Botcher, Village Manager *KA for SB*

CC: Scott Brandmeier, Village Engineer/DPW Director 

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**VILLAGE OF FOX POINT
BID TABULATION
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CONTRACT

This Contract is made this 15th day of April 2022, by and between

Crawford Tree & Landscape, Inc. (Contractor) herein called

the "Contractor", and the Village of Fox Point, a municipal corporation located in the County of Milwaukee, Wisconsin, herein called "Fox Point".

WITNESSETH: That the Contractor and Fox Point for the consideration stated herein, agrees as follows:

SCOPE OF WORK:

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the Specifications, contributions to Social Security and all utility and transportation services required to perform and complete in a workmanlike manner the following work, as itemized in detail in the Bid Instructions, in connection with the treatment of public ash trees for control of Emerald Ash Borer, all in strict accordance with the Specifications and in strict compliance with the Contractor's Bid and other Contract Documents, herein mentioned as component parts of this Contract. The Contractor shall do everything required by this Contract and other documents constituting a part thereof and in the manner specified therein.

CONTRACT PRICE:

Fox Point shall pay to the Contractor for the performance of this Contract, subject to any deductions or additions provided therein, in current funds, the following Contract Price:

Four dollars and thirty five cents per inch diameter (DBH) (\$4.35) for application rate

Price in words

per suggested treatment guideline table for emamectin benzoate contained in the specifications for Emerald Ash Borer trunk injected product; provided the total amount shall not exceed \$36,000.00.

Fox Point, in case the work under this Contract is not completed within the time required, or within an extended time approved in writing by Fox Point, is authorized to take charge of the work and finish it at the expense of the Contractor and to apply the amount retained from estimates to the completion work.

CONTRACT DOCUMENTS:

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached:

1. Request for Bid
2. Bid Instructions
3. Contractor Qualifications
4. Contract
5. Specifications
6. Certificate of Insurance
7. Plans (if any)
8. Addenda (if any)

The Contract Documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between Plans and Specifications, the Specifications shall govern. Special Specifications shall control over general Specifications.

PAYMENT FOR LABOR AND MATERIAL:

The contractor specifically agrees to pay for all claims for labor performed and materials furnished, used or consumed in completing the foregoing Contract, together with all items enumerated in Section 779.14, Wisconsin Statutes, as the obligation of the Contractor. The Village may make payment directly to subcontractors or to the prime contractor and subcontractor jointly, as may be required by Wisconsin Statutes Section 779.14 (1)(d)(1)(a).

IN WITNESS WHEREOF:

The parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written above.

CONTRACTOR: Crawford Tree & Landscape, Inc. (FIRM NAME)

By _____

Title _____

Countersigned By _____

Title _____

VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

Owner

By _____ (President)

Countersigned By _____ (Village Clerk)

SEAL:



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

From: Scott A. Botcher, Village Manager 

cc: Scott Brandmeier, Village Engineer/DPW Director

Date: April 6, 2022

Re: Capital Rolling Stock Purchases

On the consent agenda are a number of rolling stock items (Consent agenda items k, l, m, n, o) reflecting the authorization included in the 2022 budget. There is one change I wish to which I wish to draw your attention.

In the 2022 budget, a Chipper truck had been authorized for the budgeted amount of \$160,000. Unfortunately, delivery of this vehicle is 18-24 months out and we face the possibility of surcharges above any bid amount should the manufacturer deem them necessary.

This was unsatisfactory to me, and in consultation with the Staff, they believe that Chipper truck can operate another year or two.

Alternatively, I am recommending the purchase of a skid steer and a wood chipper (items l and n), both of whom are in our 2023 capital plan and would be the next to be purchased. Further, both of these items are available in 2022.

Finally, the bids received were surprisingly favorable, totaling \$105,236 or almost \$55,000 less than the 2022 budgeted amount for the Chipper truck.

It is our plan to revisit the Chipper truck issue as part of the 2023 budget process.

As always, please call or write with any questions. Thank you.



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: Steve West
Through: Scott Brandmeier
Date: March 31st, 2022
Re: Water Utility Van

We received (1) proposal for the purchase of a new Water Utility Van and **I recommend that the Village accept the quote of LDV Custom Specialty Vehicles in the amount of \$251,726.00** for (1) Water Utility Van. This piece of equipment meets or exceeds all our specifications.

We sent Specifications to (2) vendors that we contacted for quotes. The other vendor is Truck Country of Wisconsin, they submitted a letter stating they could not provide an accurate quote or a specific delivery time, due to the fact they haven't received pricing or availability for 2022 from Freightliner.

Our current Water Utility Van is not eligible to use as a trade-in for either vendor so the best option for the Village is to put the van up for auction. I'm estimating the Village will get a minimum \$10,000.00 at auction for the van.

I am recommending the quote provided from LDV Custom Specialty Vehicles for the following reasons:

- 1) LDV Custom Specialty Vehicles is the leader in this market for custom built vehicles of any kind.
- 2) Currently LDV has realistic delivery times for the vehicle. (End of 2022)
- 3) The current water van owned by the Village has a list of issues that are very costly to repair, also the van is from 1995 making it 27 years old this year.

I would also like to request an additional \$6,757.00 for an extended warranty on the van bringing the **total requested amount at this time to \$258,483.00**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board

From: Steve West

Through: Scott Brandmeier

Date: March 31st, 2022

Re: Brush Chipper

We received (2) quotes for the purchase of a new Brush Chipper and **I recommend that the Village accept the quote of LF George Inc. in the amount of \$51,850.00** for (1) Morbark Eeger Beaver Brush Chipper including the trade-in credit of \$20,000.00 for (1) Morbark Eegar Beaver Brush Chipper all as specified. This piece of equipment meets or exceeds all our specifications.

We sent Specifications to (2) vendors that we contacted for quotes each offering a quote that should have included a trade-in credit for the Village's old Brush Chipper.

The other quote we received is from Vermeer Wisconsin (BC1800XL) for \$71,064.00 not including a trade-in credit. This machine did not meet the specifications listed by the Village.

I am recommending the quote from LF George over the quote provided from Vermeer for the following reasons:

- 1) The Morbark chipper has a full I-beam frame that will make the chipper last longer under the stress of chipping brush and logs.
- 2) The Village employees are familiar with Morbark chippers, the new chipper will be almost exactly the same as the old one which will save time on training.
- 3) It is the lower priced of the two provided quotes.
- 4) The Morbark is more mechanical friendly and has easier access to maintainable parts that are necessary to provide maintenance to the machine.

I would also like to request an additional \$500.00 for graphics and miscellaneous small equipment to complete this unit after we take delivery bringing the **total requested amount at this time to \$52,350.00. We budgeted \$70,000.00 for this purchase.**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
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FOX POINT WI 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board
From: Steve West
Through: Scott Brandmeier
Date: April 5th, 2022
Re: Garbage Packer

I've reviewed the proposals from all vendors regarding the purchase of a garbage packer. I **recommend the quote from R.N.O.W. Inc. in the amount of \$192,886.00.** This amount does not include an estimated minimum trade-in credit of \$20,000.00.

This vehicle from R.N.O.W. Inc. will be a turn-key unit which will include a Freightliner truck chassis, associated body equipment, and an Omaha Orange paint scheme on the entire truck.

I am recommending the proposal from R.N.O.W. Inc. for the reason that chassis manufacturers at this time cannot guarantee any delivery dates to the dealerships for their vehicles and they are also passing along any surcharges that would be applied to them that could potentially add up to \$6,000.00 to \$8,000.00 of extra cost.

R.N.O.W. offered the Village a 2022 chassis that became available that would give the Village an opportunity to receive this vehicle in a much more reasonable time period without the added cost of surcharges.

I am also requesting an additional **\$1,500.00 for graphics and small equipment to complete this unit bringing the total to \$194,386.00.** We budgeted \$200,000.00 for this vehicle from account 40-91400-814.



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: Steve West *SW*
Through: Scott Brandmeier *SB*
Date: March 31st, 2022
Re: Skid Steer with attachments

We received 3 quotes for the purchase of a new Skid Steer and **I recommend that the Village accept the quote of Milwaukee Tractor & Equipment Inc. in the amount \$50,386.00** for (1) New Holland L320 with attachments including the trade-in credit of \$10,000.00 for (1) New Holland L175 with attachments all as specified. This piece of equipment meets or exceeds all our specifications.

We sent Specifications to (3) vendors that we contacted for quotes each offering a quote that included a trade-in credit for the Village's old Skid Steer, New Holland L175.

The other quotes were from Brooks Tractor Inc (John Deere 320G) for \$40,785.00, including the trade-in credit / Bobcat Plus (Bobcat S66) for \$72,272.61, Bobcat Plus did not include a trade-in value with there quote. Both machines from Brooks Tractor and Bobcat Plus didn't meet the specifications listed by the Village and/or experiencing stocking issues.

I am recommending the quote form Milwaukee Tractor & Equipment Inc. over the other quotes provided for the following reasons:

- 1) This machine is very close to what the Village currently uses and the employees are comfortable and familiar with the operation of the machine which will save time on training.
- 2) The attachment's that we are keeping are designed for a New Holland skid steer which saves time and money on converting or retro-fitting anything to a different model skid steer.
- 3) Milwaukee Tractor can deliver the skid steer in a reasonable time. (4 to 6 months)

I would also like to request an additional \$1,500.00 for graphics and miscellaneous small equipment to complete this unit after we take delivery bringing the **total requested amount at this time to \$51,886.00. We budgeted \$70,000.00 for this purchase.**



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: Steve West

Through: Scott Brandmeier

Date: April 4th, 2022

Re: Leaf Loaders

We received (1) quote for the purchase of new Tow-behind Leaf Loaders and **I recommend that the Village accept the quote of Partners Leaf Collection in the amount of \$54,000.00** for (2) Leaf Loaders. This equipment meets or exceeds all of our specification.

Our current leaf loaders are in desperate need of replacement. The amount of abuse these machines receive from the type of work they do has taken a toll on the framework and is unrepairable in some spots. Although the framework is bad both of the engines are in good shape and have a lot of life left in them.

I am recommending the quote provided from Partners Leaf Collection for the following reasons:

- 1) Partners leaf Collection (Dinkmar) are the same type of leaf loader we currently have which allows the Village to be able to swap the engine from our old machines to brand new ones, saving the Village money on the cost of a completely new unit.
- 2) New machines come with after treatment devices and DEF fluid. This would involve an immense maintenance cost; DEF fluid has a shelf life and ends up crystalizing when it is not used often enough.
- 3) The Village will see a savings of more than \$60,000.00 building the machines this way and at this period of time with everyone experiencing shortages we are able to receive these machines this year, before leaf season 2022, opposed to waiting an undisclosed amount of time.

I would also like to request an additional \$1,000.00 for graphics and small equipment to complete this unit bringing the **total requested amount at this time to \$55,000.00. We budgeted \$60,000.00 from account 40-91400-823.**



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: Steve West *SW*

Through: Scott Brandmeier *SB* *MB*

Date: April 4th, 2022

Re: Rubbish Scooter

I recommend the Village accept the quote of EJ Equipment in the amount of \$66,338.00 for the purchase of (2) new GO-4 Interceptors Refuse Haulers. This piece of equipment meets or exceeds all of our specifications.

We received multiple proposals in 2020 for rubbish scooters including brands like Kubota, Kawasaki, Honda, Toro, and Cushman. Ultimately, I ended up recommending the purchase of (5) GO-4 Interceptor Refuse Haulers in 2021 and (2) more for 2022.

With the purchase of (5) or more GO-4 units we were able to secure the same price for all (7) scooters for the amount of \$33,169.00 per unit along with the last (2) remaining units being purchased this year in 2022.

I would also like to request an additional \$1,000.00 for graphics and small equipment to complete this unit after we take delivery bringing the **total requested amount at this time to \$67,338.00. We budgeted \$70,000.00 for this purchase from account 40-91400-813.**

Conditional Use Order

WHEREAS, an application has been filed by Ms. Mary's Learning Center, LLC., (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8050 N Port Washington Rd., Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Lanon Ousley and Kendra Terry will be providing infant, preschool, school age, before and after care and tutoring services for children 3 weeks to 13 years old, subject to the terms of this Conditional Use Permit. There will be 10-14 staff members. The hours of operation shall be limited to 5:00 a.m. until 11:59 p.m. Monday through Sunday, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board

holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this _____ day of _____, 2022, *nunc pro tunc* the _____ day of _____, 2022.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer, Village President

Attest:

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

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2022.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 2022.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

Conditional Use Order

WHEREAS, an application has been filed by Shirts, Skirts, Shoes & Stuff, LLC., (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 333 W Brown Deer Rd., Suite H, Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Nichole Lanier will be providing retail sales for women's clothing, shoes and accessories, subject to the terms of this Conditional Use Permit. There will be two to three employees. The hours of operation shall be limited to 10:30 a.m. until 6:30 p.m. Monday through Saturday, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all condition's precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this _____ day of _____, 2022, *nunc pro tunc* the _____ day of _____, 2022.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer, Village President

Attest:

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

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2022.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 2022.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

Proclamation

Municipal Treasurers Appreciation Week
April 17-23, 2021

Whereas, the office of the municipal treasurer is a time honored and vital part of local government that impacts the day-to-day life of citizens throughout the state; and

Whereas, the municipal treasurers provide the necessary financial information to governing bodies and agencies at the local, county, and state levels; and

Whereas, the municipal treasurers administer the procedures and keep the financial records that allow governing bodies to carry out its public function efficiently and confidently; and

Whereas, all municipal treasurers are the official custodians responsible for proper management and investment of public funds; and

WHEREAS, the 1853 municipal treasurers and the 72 county treasurers work together to collect all property taxes for their own municipalities and counties as well as their local schools, technical colleges, and the State; and

Whereas, municipal treasurers continually strive to improve the administration of the responsibilities of the office of the municipal treasurer through participation in education programs, seminars, workshops, and conferences across Wisconsin; and

Whereas, Governor Tony Evers signed a proclamation on March 4, 2022 declaring April 17-23, 2022 as Municipal Treasurers Appreciation Week in Wisconsin.

Now, Therefore, I, Douglas H. Frazer, President of Village of Fox Point, do hereby recognize the week of April 17 through April 23, 2022, as Municipal Treasurers Appreciation Week, and further extend appreciation to our Municipal Treasurer Kelly Meyer, Accounting Financial Manager Mary Carthell, treasurer staff and to all Municipal Treasurers for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this ____ day of April, 2022.

Signed: _____
Village President Douglas H. Frazer

Attest: _____
Village Clerk Treasurer Kelly Meyer

STATE of WISCONSIN



OFFICE of the GOVERNOR

Proclamation

WHEREAS; the office of the municipal treasurer is a time-honored and vital part of local government that impacts the day-to-day life of folks throughout our state; and

WHEREAS; municipal treasurers provide the necessary financial information to governing bodies and agencies at the local, county, and state levels; and

WHEREAS; municipal treasurers administer the procedures and keep the financial records that allow governing bodies to carry out public functions efficiently and with confidence; and

WHEREAS; municipal treasurers are the official custodians responsible for the proper management and investment of public funds; and

WHEREAS; Wisconsin's 1,853 municipal treasurers and 72 county treasurers work together to collect all property taxes for their own municipalities and counties as well as their local schools, technical colleges, and the state; and

WHEREAS; municipal treasurers continually strive to improve the administration of their responsibilities through participation in education programs, seminars, workshops, and conferences across Wisconsin; and

WHEREAS; this week, the state of Wisconsin joins all Wisconsinites in appreciating and thanking our municipal treasurers for the important work they do for communities throughout our state;

NOW, THEREFORE, I, Tony Evers, Governor of the State of Wisconsin,
do hereby proclaim April 17 – 23, 2022, as

MUNICIPAL TREASURERS APPRECIATION WEEK

throughout the State of Wisconsin and I commend this observance
to all our state's residents.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused the
Great Seal of the State of Wisconsin
to be affixed. Done at the Capitol in
the City of Madison this 4th day of
March 2022.

Tony Evers
TONY EVERS
GOVERNOR

By the Governor:

Douglas La Follette
DOUGLAS LA FOLLETTE
Secretary of State

Proclamation

Professional Municipal Clerks Appreciation Week
May 1 through May 7, 2022

WHEREAS, the time-honored role that professional municipal clerks play in local government and election administration is critical to the endurance and prosperity of our state; and

WHEREAS, our state's 1,854 professional municipal clerks strive to always be impartial in handling their official duties, guided by the overarching goal of providing equal treatment to all Wisconsinites, regardless of political affiliation; and

WHEREAS, among numerous vital responsibilities, professional municipal clerks serve as the official record keepers of their respective municipalities and are tasked with ensuring transparency and communication between the governing bodies they represent and the folks they serve; and

WHEREAS, professional municipal clerks provide essential support in the administration of elections, often preparing ballots, training election officials, and tabulating and certifying election results; and

WHEREAS, even in the face of continuing uncertainty and unprecedented challenges to election administration, including the ongoing coronavirus pandemic and recent attempts to call the security, integrity, and character of our elections into question, our professional municipal clerks never fail to display courage, flexibility, resilience, and dedication to the doctrine of free and fair elections; and

WHEREAS, this week, the state of Wisconsin joins all Wisconsinites in appreciating and thanking our professional municipal clerks for the important work they do;

NOW, THEREFORE, I, Village of Fox Point Village President Douglas H. Frazer do hereby recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to, our Municipal Clerk Kelly Meyer and Municipal Deputy Clerk Sara Bruckman; and to all Municipal Clerks for the vital service, they perform and their exemplary dedication to the communities they represent.

Proclaimed this ____ day of April, 2022.

Signed: _____
Village President Douglas H. Frazer

Attest: _____
Village Clerk Treasurer Kelly Meyer

STATE of WISCONSIN



OFFICE of the GOVERNOR

Proclamation

WHEREAS; the time-honored role that professional municipal clerks play in local government and election administration is critical to the endurance and prosperity of our state; and

WHEREAS; our state's 1,854 professional municipal clerks strive to always be impartial in handling their official duties, guided by the overarching goal of providing equal treatment to all Wisconsinites, regardless of political affiliation; and

WHEREAS; among numerous vital responsibilities, professional municipal clerks serve as the official record keepers of their respective municipalities and are tasked with ensuring transparency and communication between the governing bodies they represent and the folks they serve; and

WHEREAS; professional municipal clerks provide essential support in the administration of elections, often preparing ballots, training election officials, and tabulating and certifying election results; and

WHEREAS; even in the face of unprecedented challenges to election administration, including the ongoing coronavirus pandemic and recent attempts to call the security, integrity, and character of our elections into question, our professional municipal clerks have never failed to display courage, flexibility, resilience, and dedication to the doctrine of free and fair elections; and

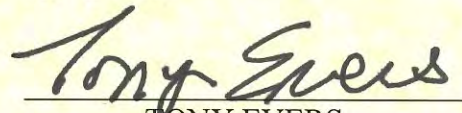
WHEREAS; this week, the state of Wisconsin joins all Wisconsinites in appreciating and thanking our professional municipal clerks for the important work they do for communities across our state;

NOW, THEREFORE, I, Tony Evers, Governor of the State of Wisconsin,
do hereby proclaim May 1 – 7, 2022, as

PROFESSIONAL MUNICIPAL CLERKS APPRECIATION WEEK

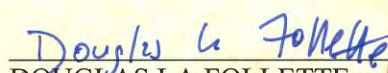
throughout the State of Wisconsin and I commend this observance
to all our state's residents.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused the
Great Seal of the State of Wisconsin
to be affixed. Done at the Capitol in
the City of Madison this 11th day of
March 2022.

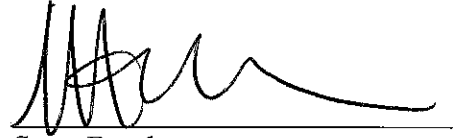

TONY EVERS
GOVERNOR



By the Governor:


DOUGLAS LA FOLLETTE
Secretary of State

This is to certify that the attached is true and correct list of bills due for a period from March 1-31, 2022, in the total amount of \$766,301.10. 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 April 12, 2022.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	APRIL 2022	LIFE INSURANCE	03/09/2022	801.04	03/11/2022
Total 10-21520 GROUP LIFE:					801.04	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	MAR-22 ACCIDENT	ACCIDENTAL	03/09/2022	81.08	03/11/2022
1227	AFLAC	031734	JANUARY	03/23/2022	400.98	03/25/2022
1227	AFLAC	415908	FEBRUARY	03/23/2022	400.98	03/25/2022
Total 10-21521 SUPPLEMENTAL PLANS:					883.04	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	FEBRUARY 2022	POLICE DUES	03/09/2022	450.00	03/11/2022
185	FOX POINT POLICE PROT. ASS	JANUARY 2022	POLICE DUES	03/09/2022	450.00	03/11/2022
185	FOX POINT POLICE PROT. ASS	MARCH 2022	POLICE DUES	03/09/2022	450.00	03/11/2022
Total 10-21525 UNION DUES:					1,350.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0303222	Deferred Comp NORTH SHORE	03/02/2022	1,860.00	03/03/2022
375	NORTH SHORE BANK, FSB	PR0317222	Deferred Comp NORTH SHORE	03/16/2022	1,860.00	03/18/2022
814	GREAT-WEST TRUST COMPAN	PR0303221	Deferred Comp WI DEFER - PRE	03/02/2022	4,556.83	03/03/2022
814	GREAT-WEST TRUST COMPAN	PR0303221	Deferred Comp WI DEFER - RO	03/02/2022	1,036.92	03/03/2022
814	GREAT-WEST TRUST COMPAN	PR0317221	Deferred Comp WI DEFER - PRE	03/16/2022	4,556.83	03/18/2022
814	GREAT-WEST TRUST COMPAN	PR0317221	Deferred Comp WI DEFER - RO	03/16/2022	1,036.92	03/18/2022
101991	VANTAGEPOINT TRANSFER AG	PR0303221	Deferred Comp ICMA-PRETAX	03/02/2022	1,016.43	03/03/2022
101991	VANTAGEPOINT TRANSFER AG	PR0317221	Deferred Comp ICMA-PRETAX	03/16/2022	1,016.43	03/18/2022
Total 10-21530 DEFERRED COMPENSATION:					16,940.36	
10-21540 GARNISHMENT						
797	WI SCTF	03/04/2022	REMIT 217318 CASE PIN 217318	03/04/2022	149.60	03/11/2022
797	WI SCTF	03/18/2022	REMIT 217318 CASE PIN 217318	03/17/2022	149.60	03/18/2022
Total 10-21540 GARNISHMENT:					299.20	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2613206	WORKERS COMP	03/17/2022	25,802.00	03/18/2022
Total 10-23000 WORKERS COMPENSATION:					25,802.00	
10-44530 PEDDLER'S PERMIT						
727	WI DEPT. OF JUSTICE	GgdHTSyO	PEDDLERS	03/24/2022	28.00	03/25/2022
Total 10-44530 PEDDLER'S PERMIT:					28.00	
10-45100 FINES/FORFEITURES						
936	WHITEFISH BAY, VILLAGE OF	03/18/2022TAXINTE	TRANSFER CASE	03/24/2022	81.45	03/25/2022
1222	ROBLES BURGOS, JUAN C	03/14/2022	OVERPAYMENT CITATION	03/22/2022	96.48	03/25/2022
101664	WISCONSIN DEPT. OF REVENUE	RIVERA, MYA	940-010	03/02/2022	422.40	03/03/2022
Total 10-45100 FINES/FORFEITURES:					600.33	
10-46710 PAVILION RENTALS						
459	SHIRLEY, JUDITH	1.057236	REFUND PAVILLION DEPOSIT	02/25/2022	50.00	03/25/2022

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Total 10-46710 PAVILION RENTALS:					50.00	
10-51200-310 SUPPLIES/EXPENSES						
201	WI MUNICIPAL JUDGES ASSOC.	2022	DUES	03/14/2022	100.00	03/18/2022
5645	CNA SURETY	70724685 2022-202	MUNICIPAL JUDGE BOND	03/04/2022	100.00	03/11/2022
Total 10-51200-310 SUPPLIES/EXPENSES:					200.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	FEB 2022	DRIVER SUR/JAIL FEE	03/02/2022	452.09	03/03/2022
552	WISCONSIN, STATE OF - COUR	FEB 2022	FEBRUARY	03/02/2022	1,493.12	03/03/2022
Total 10-51200-395 COUNTY COURT FEES:					1,945.21	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6777	VLG ATTORNEY	03/17/2022	5,473.10	03/18/2022
Total 10-51300-218 VILLAGE ATTORNEY:					5,473.10	
10-51440-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	75656	ELECTIONS	03/23/2022	818.50	03/25/2022
Total 10-51440-310 SUPPLIES/EXPENSES:					818.50	
10-51520-321 PROFESSIONAL DUES/MEETINGS						
2678	MTAW	3563	DUES JOST	03/09/2022	60.00	03/11/2022
Total 10-51520-321 PROFESSIONAL DUES/MEETINGS:					60.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	161076	PROFESSION SERV/ INTERNET	03/02/2022	2,789.96	03/03/2022
5778	OFFICE COPYING EQUIPMENT	AR158946	VLG HALL COPIES	03/16/2022	214.94	03/18/2022
Total 10-51530-210 CONTRACT SERVICES:					3,004.90	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	31071303	MONTHLY COPIER	03/17/2022	232.00	03/18/2022
477	TAYLOR COMPUTER SERVICES	22980	MANGED SRVCS VLG	03/17/2022	959.60	03/18/2022
755	GCS SOFTWARE- ACCOUNTS R	INV220307	WEB PORTAL	03/17/2022	1,050.00	03/18/2022
789	DO IT NOW CLEANING LLC	409	MONTHLY CLEANING	03/24/2022	1,583.37	03/25/2022
Total 10-51600-210 CONTRACT SERVICES:					3,824.97	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	2/24/22	0702787382-00002	03/01/2022	1,463.46	03/03/2022
Total 10-51600-220 GAS-HEAT:					1,463.46	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	2/24/22	0702787382-00002	03/01/2022	1,311.80	03/03/2022
Total 10-51600-221 ELECTRIC UTILITIES:					1,311.80	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	284368482	87619173	03/09/2022	.40	03/11/2022
5312	AT & T- VILLAGE	02/22/2022	414 351-8900 758 7	03/04/2022	63.50	03/11/2022

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51600-222 TELEPHONE UTILITIES:					63.90	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/1/2022	VH WATER AND SEWER	03/03/2022	820.43	03/04/2022
Total 10-51600-223 WATER/SEWER UTILITIES:					820.43	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	6129353	PAPER PRODUCTS	03/09/2022	265.67	03/11/2022
752	EMC2 MECHANICAL SOLUTION	276E	REPAIRS	03/14/2022	444.00	03/18/2022
892	SPECTRUM	03/07/22	8348 10 012 0042231 VLG	03/15/2022	8.76	03/18/2022
1583	NEPTUNE CROSS CONNECTIO	22-061	BACKFLOW	03/22/2022	193.72	03/25/2022
1800	MENARD'S - GERMANTOWN	20840	SUMP PUMP	03/22/2022	267.71	03/25/2022
1800	MENARD'S - GERMANTOWN	20899	HEATERS	03/22/2022	417.61	03/25/2022
2014	BASSETT MECHANICAL	6510036	REPAIR PIPING	03/08/2022	375.00	03/11/2022
2014	BASSETT MECHANICAL	6510225	REPAIR PIPING	03/08/2022	300.00	03/11/2022
2014	BASSETT MECHANICAL	659876	SERVICE	03/08/2022	375.00	03/11/2022
2014	BASSETT MECHANICAL	659963	BOILER	03/08/2022	1,937.14	03/11/2022
2572	RECYCLE TECHNOLOGIES, INC.	222614	DISPOSAL OF FLOURESCENT T	03/22/2022	125.00	03/25/2022
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					4,709.61	
10-51600-310 SUPPLIES/MISC EXPENSES						
1786	CONFLUENCE GRAPHICS	75610	VLG ENVELOPES	03/23/2022	249.29	03/25/2022
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					249.29	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2613207	LWMMI	03/17/2022	25,185.00	03/18/2022
Total 10-51700-510 INSURANCE:					25,185.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	26	HEALTH INSURANCE REIMBUR	03/01/2022	761.45	03/04/2022
436	RIES, DANIEL	42	HEALTH	03/01/2022	866.09	03/04/2022
446	SCHELLING JUDITH	5	REIMBURSEMENT	03/01/2022	237.80	03/04/2022
548	WOJTANOWSKI, WILLIAM	10	MONTHLY DELTA VISION	03/01/2022	181.52	03/04/2022
638	KRIEFALL, DONALD A	70	HEALTH INSURANCE REIMBUR	03/01/2022	323.21	03/04/2022
Total 10-51700-511 GROUP HEALTH - RETIREES:					2,370.07	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1215	MONITORING SERVICES LLC	3014	ANNUAL FIRE ALARM	03/08/2022	306.00	03/11/2022
4141	CUMMINS N POWER, LLC	F6-28407	ANNUAL	03/15/2022	1,051.31	03/18/2022
5152	JAMES IMAGING SYSTEMS, IN	1168078	POLICE DEPARTMENT	03/15/2022	77.83	03/18/2022
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					1,435.14	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	02/24/2022	0702787382-00008	03/01/2022	1,390.51	03/03/2022
Total 10-52100-220 GAS UTILITIES:					1,390.51	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/24/2022	0702787382-00008	03/01/2022	1,670.41	03/03/2022
536	WE-ENERGIES	02/24/2022	0702787382-00015	03/01/2022	35.51	03/03/2022

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Total 10-52100-221 ELECTRIC UTILITIES:					1,705.92	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20220301-OTA	8348 10 012 0041845 POLICE	03/15/2022	17.51	03/18/2022
2136	VERIZON WIRELESS	9901090305	786223225-00001 POLICE	03/17/2022	287.98	03/18/2022
2691	CENTURYLINK-BUSINESS SVC.	284368482	87619173	03/09/2022	.40	03/11/2022
2973	TIME WARNER CABLE	70433001030222	070433001	03/08/2022	913.82	03/11/2022
5312	AT & T- VILLAGE	02/22/2022	414 351-8900 758 7	03/04/2022	39.69	03/11/2022
Total 10-52100-222 TELEPHONE UTILITIES:					1,259.40	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1-02/01/22	POLICE WATER AND SEWER	03/02/2022	1,412.79	03/03/2022
Total 10-52100-223 WATER/SEWER UTILITIES:					1,412.79	
10-52100-233 EQUIPMENT MAINTENANCE						
503	VILLAGE HARDWARE - DPS	215882	MISC	02/25/2022	8.26	03/03/2022
503	VILLAGE HARDWARE - DPS	216665	KEYS	03/22/2022	41.58	03/25/2022
5645	CNA SURETY	69165025-2022	BLANKET NOTARY	03/08/2022	113.75	03/11/2022
5839	LEXISNEXIS	1246411-20220228	MONTHLY	03/08/2022	30.00	03/11/2022
102114	RAY O'HERRON CO, INC	2182646	CARTRIDGES	03/24/2022	1,324.00	03/25/2022
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,517.59	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	216566	MISC	03/22/2022	20.69	03/25/2022
1286	AUTOMATIC BUILDING CONTR	SD433	REPAIR	03/08/2022	520.00	03/11/2022
Total 10-52100-234 BUILDING MAINTENANCE:					540.69	
10-52100-310 SUPPLIES/EXPENSES						
473	STREICHER'S	1554112	MEMO BOOKS	03/03/2022	49.90	03/04/2022
Total 10-52100-310 SUPPLIES/EXPENSES:					49.90	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1554102	FREEDY	03/03/2022	45.00	03/04/2022
909	THE UNIFORM SHOPPE OF GR	319308	DUBNICKA	03/15/2022	50.00	03/18/2022
Total 10-52100-330 CLOTHING ALLOWANCE:					95.00	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2876593	10586-10586 POLICE DEPARTM	02/25/2022	166.89	03/03/2022
393	PACKERLAND RENT-A-MAT INC.	2886440	10586-10586 POLICE DEPARTM	03/24/2022	174.08	03/25/2022
Total 10-52100-334 JANITORIAL SUPPLIES:					340.97	
10-52100-335 SCHOOL EXPENSES						
54	NORTH SHORE FIRE DEPARTM	22-05	CPR REFRESHER	03/01/2022	810.00	03/03/2022
86	BROWN DEER, VILLAGE OF	22-0001086	RANGE FEES	03/22/2022	500.00	03/25/2022
511	WAUKESHA COUNT TECH. COL	0764751	NORTHWESTERN STAFF COM	03/01/2022	4,400.00	03/03/2022
5418	RADISSON HOTEL & CONFERE	XL4WMRV	LODGING	03/22/2022	82.00	03/25/2022
Total 10-52100-335 SCHOOL EXPENSES:					5,792.00	

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10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202214	OPERATING	03/17/2022	295,822.00	03/18/2022
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					295,822.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140210	GIS DATA MAINT	02/22/2022	679.75	03/11/2022
39	RUEKERT MIELKE, INC.	140211	GIS CORE SERVICES	02/22/2022	8,400.00	03/11/2022
Total 10-53100-233 GIS MAINTENANCE:					9,079.75	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	03/04/2022	0702787382-00001	03/10/2022	202.60	03/11/2022
536	WE-ENERGIES	03/09/22	0702787382-00013	03/14/2022	16.91	03/18/2022
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					219.51	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
502	VILLAGE HARDWARE - VH	216605/1	MISC	03/22/2022	10.01	03/25/2022
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					10.01	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	965042	SEASON SALT	03/09/2022	15,874.30	03/11/2022
Total 10-53310-400 MATERIALS:					15,874.30	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	03/09/22	0702787382-00005	03/14/2022	15.17	03/18/2022
536	WE-ENERGIES	03/09/22	0702787382-00016	03/14/2022	15.17	03/18/2022
536	WE-ENERGIES	03/10/22	0702787382-00003	03/15/2022	17.32	03/18/2022
Total 10-53400-221 BUS STOP-ELECTRIC:					47.66	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000685-1998-8	MSW	03/14/2022	6,366.87	03/18/2022
Total 10-53630-370 LANDFILL FEES:					6,366.87	
10-53641-400 MATERIALS						
502	VILLAGE HARDWARE - VH	11406/3	TRIMMER	03/08/2022	279.99	03/11/2022
Total 10-53641-400 MATERIALS:					279.99	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0063718-2286-4	YARDWASTE	03/01/2022	207.84	03/03/2022
1298	WASTE MANAGEMENT OF WI-M	0063805-2286-9	YARDWASTE	03/14/2022	221.04	03/18/2022
1298	WASTE MANAGEMENT OF WI-M	0063909-2286-2	YARDWASTE	03/24/2022	307.79	03/25/2022
Total 10-53642-400 MATERIALS:					736.67	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51930903	ARGON	03/14/2022	30.80	03/18/2022
2241	ITU ABSORB TECH, INC	7837338	SHOP	03/14/2022	11.71	03/18/2022
2241	ITU ABSORB TECH, INC	7866489	SHOP	03/08/2022	11.90	03/11/2022
2241	ITU ABSORB TECH, INC	7870652	SHOP	03/08/2022	11.90	03/11/2022
2241	ITU ABSORB TECH, INC	7874868	SHOP	03/14/2022	11.90	03/18/2022
2241	ITU ABSORB TECH, INC	7878886	SHOP	03/22/2022	11.90	03/25/2022

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3292	OSI ENVIROMENTAL INC.	1058373	USED OIL	03/22/2022	125.00	03/25/2022
Total 10-53700-300 MISCELLANEOUS EXPENSE:					215.11	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	860407	MISC	03/08/2022	8.18	03/11/2022
89	FABICK CAT	PIMK0169135	MISC	03/14/2022	114.31	03/18/2022
89	FABICK CAT	PIMK0169432	MISC	03/14/2022	74.16	03/18/2022
89	FABICK CAT	PIMK0169433	HOSE	03/14/2022	51.60	03/18/2022
327	MENARD'S - MILWAUKEE	45557	MISC	03/08/2022	5.98	03/11/2022
547	ROLAND MACHINERY	40106661	LUBE SPIN	03/22/2022	142.01	03/25/2022
1042	EJ EQUIPMENT INC	P34774	BRAKE PARTS	03/22/2022	591.79	03/25/2022
1178	R.N.O.W., INC	2022-62099	HOSE	03/08/2022	827.67	03/11/2022
1405	JX PETERBUILT- WAUKESHA	12159224P	TREAD	03/22/2022	282.89	03/25/2022
1800	MENARD'S - GERMANTOWN	20899	MISC GENERAL	03/22/2022	40.28	03/25/2022
Total 10-53700-341 REPAIR PARTS:					2,138.87	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60267293	TIRES	03/08/2022	410.88	03/11/2022
413	POMP'S TIRE SERVICE, INC.	60267294	TIRES	03/08/2022	2,056.88	03/11/2022
413	POMP'S TIRE SERVICE, INC.	60267557	DISMOUNTS/MOUNTS	03/08/2022	222.60	03/11/2022
413	POMP'S TIRE SERVICE, INC.	60267844	CREDIT	03/08/2022	210.00-	03/11/2022
Total 10-53700-342 TIRES:					2,480.16	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	860826	DEF	03/08/2022	95.94	03/11/2022
1337	HERBST OIL, INC	80027	FUEL	03/22/2022	2,822.66	03/25/2022
1337	HERBST OIL, INC	80479	FUEL	03/22/2022	3,369.33	03/25/2022
1337	HERBST OIL, INC	80480	FUEL	03/22/2022	1,523.98	03/25/2022
Total 10-53700-343 FUEL:					7,811.91	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	860407	OIL	03/08/2022	57.48	03/11/2022
Total 10-53700-344 OIL:					57.48	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	2/24/22	0702787382-00002	03/01/2022	1,463.46	03/03/2022
Total 10-53800-220 GAS UTILITIES:					1,463.46	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	2/24/22	0702787382-00002	03/01/2022	1,311.80	03/03/2022
Total 10-53800-221 ELECTRIC UTILITIES:					1,311.80	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	02/22/2022	414 351-8900 758 7	03/04/2022	55.57	03/11/2022
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/1/2022	VH WATER AND SEWER	03/03/2022	820.43	03/04/2022

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Total 10-53800-223 WATER/SEWER UTILITIES:					820.43	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9900838327	787000169-00001	03/01/2022	194.88	03/18/2022
Total 10-53800-224 CELL PHONES:					194.88	
10-53800-300 MISCELLANEOUS EXPENSE						
502	VILLAGE HARDWARE - VH	11406/3	TRIMMER	03/08/2022	279.99	03/11/2022
2241	ITU ABSORB TECH, INC	7837340	DPW	03/14/2022	27.23	03/18/2022
2241	ITU ABSORB TECH, INC	7866491	DPW	03/08/2022	27.73	03/11/2022
2241	ITU ABSORB TECH, INC	7870654	DPW	03/08/2022	27.73	03/11/2022
2241	ITU ABSORB TECH, INC	7874870	TOWELS/MATS	03/14/2022	217.52	03/18/2022
2241	ITU ABSORB TECH, INC	7878888	DPW	03/22/2022	27.73	03/25/2022
Total 10-53800-300 MISCELLANEOUS EXPENSE:					607.93	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	21-0001071	4TH QTR	12/31/2021	10,168.25	03/03/2022
Total 10-54100-215 CONTRACT - HEALTH:					10,168.25	
10-55200-435 PLAYGROUND MATERIALS						
1800	MENARD'S - GERMANTOWN	20629	MISC GENERAL	03/14/2022	117.56	03/18/2022
Total 10-55200-435 PLAYGROUND MATERIALS:					117.56	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	03_2022	LX CLUB FEES	02/16/2022	200.00	03/11/2022
Total 10-55400-430 LX CLUB MATERIALS:					200.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	03/09/22	0702787382-00011	03/14/2022	751.76	03/18/2022
Total 10-55440-220 GAS UTILITIES:					751.76	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/09/22	0702787382-00010	03/14/2022	139.89	03/18/2022
Total 10-55440-221 ELECTRIC UTILITIES:					139.89	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/1/2022	LONGACRE PAVILION	03/03/2022	996.69	03/04/2022
186	FOX POINT, VILLAGE OF - W/U	11/01-02/1/2022	L, ICE RINK	03/03/2022	347.94	03/04/2022
360	NASSCO INC.	6129353	PAPER PRODUCTS	03/09/2022	265.67	03/11/2022
1800	MENARD'S - GERMANTOWN	20629	MISC GENERAL	03/14/2022	117.55	03/18/2022
Total 10-55440-450 SKATE RINK MATERIALS:					1,727.85	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	94017	FORESTRY REQUESTS	01/27/2022	3,312.50	03/11/2022
5933	WACHTEL TREE SCIENCE & SE	94289	FORESTRY REQUESTS	02/25/2022	3,842.50	03/04/2022
Total 10-56100-125 FORESTRY CONSULTANT:					7,155.00	

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21-71000-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N82174	MARKING PAINT	03/10/2022	25.16	03/18/2022
281	LINCOLN CONTRACTORS SUP	N82260	MARKING PAINT	03/11/2022	60.90	03/18/2022
Total 21-71000-400 MATERIALS:					86.06	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	03/09/22	0702767382-00004	03/14/2022	10.26	03/18/2022
Total 21-72000-220 GAS UTILITIES:					10.26	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/09/22	0702767382-00007	03/14/2022	29.78	03/18/2022
536	WE-ENERGIES	03/09/22	0702767382-00004	03/14/2022	182.44	03/18/2022
Total 21-72000-221 ELECTRIC UTILITIES:					212.22	
21-72000-400 MATERIALS						
482	CATIRON NORTH AMERICA	501V00187944	REMOTE PREMIER SERV	03/22/2022	588.00	03/25/2022
Total 21-72000-400 MATERIALS:					588.00	
21-73000-228 HOUSEHOLD HAZARD WASTE						
290	MMSD	HI99000400	HOUSEHOLD	12/31/2021	7,664.00	03/03/2022
290	MMSD	hi99000419	HOUSEHOLD	03/17/2022	3,448.00	03/18/2022
Total 21-73000-228 HOUSEHOLD HAZARD WASTE:					11,112.00	
21-73000-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	75522	WATERBILLS	03/02/2022	292.92	03/03/2022
Total 21-73000-310 SUPPLIES/EXPENSES:					292.92	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80093859	SERVICE UNIT	02/28/2022	90.21	03/11/2022
2136	VERIZON WIRELESS	9900838327	787000169-00001	03/01/2022	37.50	03/18/2022
Total 21-73000-400 MATERIALS:					127.71	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6731855-2275-6	MONTHLY	03/09/2022	22,714.08	03/11/2022
1299	WASTE MANAGEMENT OF WI-M	6731855-2275-6	CREDIT	03/09/2022	37.92	03/11/2022
1299	WASTE MANAGEMENT OF WI-M	6741816-2275-6	MONTHLY CONTRACT	03/09/2022	22,676.16	03/11/2022
Total 22-53650-210 CONTRACT SERVICES:					45,352.32	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	03/09/22	0702767382-00012	03/14/2022	9.24	03/18/2022
Total 23-55420-220 GAS UTILITIES:					9.24	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/09/22	0702767382-00012	03/14/2022	14.63	03/18/2022
Total 23-55420-221 ELECTRIC UTILITIES:					14.63	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/1/2022	POOL WATER AND SEWER	03/03/2022	1,753.06	03/04/2022

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Total 23-55420-223 WATER/SEWER UTILITIES:					1,753.06	
24-44430 ELECTRICAL PERMIT						
2112	HORAITIS ELECTRIC	1.057248	REFUND	03/01/2022	60.00	03/18/2022
Total 24-44430 ELECTRICAL PERMIT:					60.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6777	VLG ATTORNEY	03/17/2022	283.90	03/18/2022
2111	DAVIS KUELTHAU	468971	SPECIAL COUNSEL	03/17/2022	1,040.00	03/18/2022
Total 24-52400-218 VILLAGE ATTORNEY:					1,323.90	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9900838327	787000169-00001	03/01/2022	35.00	03/18/2022
Total 24-52400-224 CELL PHONES:					35.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N82174	MARKING PAINT	03/10/2022	25.16	03/18/2022
281	LINCOLN CONTRACTORS SUP	N82260	MARKING PAINT	03/11/2022	60.90	03/18/2022
Total 25-53410-400 MATERIALS:					86.06	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9900838327	787000169-00001	03/01/2022	30.00	03/18/2022
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140210	GIS DATA MAINT	02/22/2022	733.25	03/11/2022
Total 25-53800-233 GIS MAINTENANCE:					733.25	
25-55410-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	75522	WATERBILLS	03/02/2022	292.93	03/03/2022
Total 25-55410-310 SUPPLIES/EXPENSES:					292.93	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	111912	DRAINAGE STUDY	02/21/2022	4,006.00	03/04/2022
535	MUNICIPAL LAW & LITIGATION	6777	VLG ATTORNEY	03/17/2022	1,708.40	03/18/2022
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					5,714.40	
30-58100-615 PAYMENT TO ESCROW AGENT						
302	ASSOCIATED BANK	22310	GENERAL OBLIGATION	03/17/2022	475.00	03/18/2022
Total 30-58100-615 PAYMENT TO ESCROW AGENT:					475.00	
40-91200-801 SQUAD CARS						
4976	GENERAL COMMUNICATIONS	303728	INSTALL	03/22/2022	9,800.54	03/25/2022
4976	GENERAL COMMUNICATIONS	304029	INSTALL	03/24/2022	9,731.54	03/25/2022
Total 40-91200-801 SQUAD CARS:					19,532.08	

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40-91400-801 DUMP TRUCK						
132	DAILY REPORTER, INC.	745313300	BID	02/10/2022	97.24	03/11/2022
Total 40-91400-801 DUMP TRUCK:					97.24	
40-91500-801 STREET RESURFACING						
2016	BAXTER & WOODMAN INC.	0232323	ROAD AND UTILITY	12/31/2021	7,971.88	03/03/2022
2016	BAXTER & WOODMAN INC.	0232324	ROAD AND UTILITY	03/01/2022	6,921.02	03/03/2022
Total 40-91500-801 STREET RESURFACING:					14,892.70	
40-91500-825 PROJECT MANAGEMENT						
2016	BAXTER & WOODMAN INC.	0232303	RETAINING WALL	12/31/2021	218.75	03/03/2022
2016	BAXTER & WOODMAN INC.	0232318	RETAINING WALL AND SITE	03/01/2022	2,861.25	03/03/2022
Total 40-91500-825 PROJECT MANAGEMENT:					3,080.00	
40-91600-800 STORMWATER ROAD PROJECT						
5986	WSO GRADING & EXCAVATING	41397	TRUCKING	12/31/2022	6,500.00	03/03/2022
Total 40-91600-800 STORMWATER ROAD PROJECT:					6,500.00	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	94288	EAB	02/25/2022	265.00	03/04/2022
Total 40-91600-833 TREE REPLACEMENT:					265.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
983	MSA PROFESSIONAL SVCS, IN	R17951003.8	SHORELINE REPAIRS	03/07/2022	9,160.66	03/11/2022
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					9,160.66	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202214	CAPITAL	03/17/2022	3,769.00	03/18/2022
54	NORTH SHORE FIRE DEPARTM	202221	CAPITAL RESOLUTION	03/17/2022	41,571.00	03/18/2022
Total 40-91700-801 NSFD CAPITAL EXPENSE:					45,360.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202214	DEBT	03/17/2022	11,575.00	03/18/2022
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					11,575.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140210	GIS DATA MAINT	02/22/2022	1,219.75	03/11/2022
Total 50-53100-233 GIS MAINTENANCE:					1,219.75	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	71	MONTHLY	03/01/2022	23,613.93	03/04/2022
Total 50-81000-601 SOURCE OF WATER SUPPLY:					23,613.93	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	859	MONTHLY MANAGEMENT FEE	03/09/2022	6,100.00	03/11/2022
2839	CITY WATER LLC	859	WATERMIN BREAK	03/09/2022	3,622.50	03/11/2022

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Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					9,722.50	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
959	ETNA SUPPLY	S104458290.001	MISC	03/09/2022	36.00	03/18/2022
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					36.00	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	N82174	MARKING PAINT	03/10/2022	25.16	03/18/2022
281	LINCOLN CONTRACTORS SUP	N82260	MARKING PAINT	03/11/2022	60.90	03/18/2022
458	SHERWIN INDUSTRIES, INC.	SC048164	FIBER BULK	03/01/2022	1,042.50	03/03/2022
474	CORE & MAIN LP	Q348953	REP CLP	02/11/2022	1,383.78	03/03/2022
474	CORE & MAIN LP	Q401740	REP CLP	02/22/2022	3,564.89	03/11/2022
474	CORE & MAIN LP	Q459759	PIPE	03/04/2022	2,622.18	03/25/2022
776	GRAINGER, INC.	9233680165	MISC WATER	03/04/2022	113.51	03/25/2022
776	GRAINGER, INC.	923550611	PRYBAR	03/07/2022	164.82	03/25/2022
2241	ITU ABSORB TECH, INC	7837339	WATER DEPT	03/14/2022	8.47	03/18/2022
2241	ITU ABSORB TECH, INC	7866490	WATER DEPT	03/08/2022	8.60	03/11/2022
2241	ITU ABSORB TECH, INC	7870653	WATER DEPT	03/08/2022	8.60	03/11/2022
2241	ITU ABSORB TECH, INC	7874889	WATER	03/14/2022	46.53	03/18/2022
2241	ITU ABSORB TECH, INC	7878887	WATER DEPT	03/22/2022	8.60	03/25/2022
5293	LANNON STONE PRODUCTS	1320472	STONE	02/28/2022	4,556.19	03/11/2022
5293	LANNON STONE PRODUCTS	1320473	STONE	02/28/2022	2,632.39	03/11/2022
5293	LANNON STONE PRODUCTS	1320833	STONE	03/04/2022	1,277.38	03/11/2022
5986	WSO GRADING & EXCAVATING	4149	TRUCKING WATER DEPT	03/14/2022	1,220.00	03/18/2022
101806	USA BLUEBOOK	874024	PARTS	02/09/2022	81.35	03/03/2022
101806	USA BLUEBOOK	890339	PARTS	02/24/2022	224.98	03/11/2022
102047	GLOBE CONTRACTORS, INC.	TM#1	FAIRCHILD WATERMAIN	02/22/2022	3,665.30	03/18/2022
102047	GLOBE CONTRACTORS, INC.	TM#2	SANTA MONICA WATERMAIN	02/21/2022	3,222.10	03/18/2022
102047	GLOBE CONTRACTORS, INC.	WM Break TM #1	WATERMAIN BREAK	02/22/2022	3,665.30	03/18/2022
102047	GLOBE CONTRACTORS, INC.	WM Break TM #2	WATERMAIN BREAK	02/21/2022	3,222.10	03/18/2022
Total 50-81000-651 MAINTENANCE OF MAINS:					32,825.63	
50-81000-800 CAPITAL OUTLAY						
2016	BAXTER & WOODMAN INC.	0232323	ROAD AND UTILITY	12/31/2021	7,971.68	03/03/2022
2016	BAXTER & WOODMAN INC.	0232324	ROAD AND UTILITY	03/01/2022	6,921.02	03/03/2022
Total 50-81000-800 CAPITAL OUTLAY:					14,892.70	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	2022-TU-FPT	REVISED AMOUNT	03/24/2022	22,285.00	03/25/2022
Total 50-81000-844 NSWC CAPITAL PROJECTS:					22,285.00	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80093659	SERVICE UNIT	02/28/2022	90.21	03/11/2022
Total 50-81000-903 SUPPLIES AND EXPENSE:					90.21	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
1766	CONFLUENCE GRAPHICS	75522	WATERBILLS	03/02/2022	292.92	03/03/2022
2136	VERIZON WIRELESS	9900838327	787000169-00001	03/01/2022	37.50	03/18/2022
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					330.42	

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70-12100 TAXES RECEIVABLES						
889	SOUTHWELL, GILBERT L	27941	OVERPAYMENT TAXES	03/15/2022	.80	03/25/2022
1223	RAPPORT, JOLENE T OR MONI	27937	OVERPAYMENT TAXES	03/15/2022	2.94	03/25/2022
2019	KAAT, KRISTEN	27849	OVERPAYMENT	02/23/2022	119.82	03/03/2022
2020	GANDARI, SIMBARASHE OR ES	27838	OVERPAYMENT	02/16/2022	2,740.97	03/03/2022
Total 70-12100 TAXES RECEIVABLES:					2,864.53	
Grand Totals:					766,301.10	

Date Approved: _____

Village Manager: _____

Village Board: _____

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 745-7 C. AND
745-6 A. OF THE VILLAGE OF FOX POINT ZONING CODE CONCERNING
GARAGES, ACCESSORY BUILDINGS AND CERTAIN STRUCTURES OTHER
THAN BUILDINGS

WHEREAS, the Village of Fox Point Village Board has initiated this zoning amendment pursuant to Section 745-35 of the Village of Fox Point Zoning Ordinance and Wisconsin Statutes Sections 61.35 and 62.23(7), upon the recommendation of the Village Building Inspector, and has referred the matter to the Village Plan Commission for report and recommendation; and

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

WHEREAS, a public hearing was conducted by the Village Board of the Village of Fox Point on _____, after due notice was provided pursuant to Section 745-35 of the Village of Fox Point Village Code and Wisconsin Statutes Section 61.35 and 62.23; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is not a down zoning ordinance because it does not decrease the development density of land or reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Village Board of the Village of Fox Point having carefully reviewed the recommendation of the Plan Commission of the Village of Fox Point, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration and having based its determination on the effect of the granting of such a zoning amendment on the health, safety and welfare of the community and having given due consideration to the municipal problems involved as well as the impact on the affected properties hereby determines that the public necessity, convenience, general welfare and good zoning practice requires that the zoning amendment be granted.

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

SECTION 1: Chapter 745 of the Village of Fox Point Village Code entitled "Zoning," Section 745-7 entitled "Accessory Uses and Structures" Subsection C entitled, "Garages," is repealed and recreated with the heading "Residential Accessory Building Limitations," as follows:

C. ~~Garages. Garages~~ Residential Accessory Building and Detached Garage Limitations. The following limitations apply to all lots in a residence district ~~or on a lot~~ and also on all lots where

the principal use is residential and the principal building is a single-family or two-family dwelling.~~shall conform to the following:~~

(1) Definitions.

(a) Detached Garage. For purposes of this Section, the term "Detached Garage" shall mean an accessory structure designed primarily to be used for parking passenger vehicles.

(b) Accessory Building. For purposes of this Section, the term "Accessory Building" shall mean an accessory building as defined in Section 745-2 of this Code, that is not a detached garage as defined herein.

(2) Size. Accessory Buildings and Detached Garages shall be no larger than permitted by the district regulations applicable to the lot where located.

(3) Number. The number of Accessory Buildings and Detached Garages on such lots shall be limited as follows.

(a) Lots 25,000 square feet or less in size:

[1] Detached Garage. Not more than one ~~detached~~ Detached private garage~~Garage structure shall be is~~ permitted ~~on a lot.~~ A ~~detached~~ Detached garage Garage is allowed without regard to whether ~~or not~~ there is also one or more attached garages on the premises.

[2] Accessory Building. In the event there exists or is built a detached garage, only one other ~~Not more than one accessory~~ Accessory ~~detached~~ Building structure ~~shall be is~~ permitted, ~~which structure shall be limited in size to 170 square feet.~~ Such Accessory Building is allowed without regard to whether or not there is also a Detached Garage. ~~Notwithstanding the foregoing, as to lots in excess of 25,000 square feet one additional detached garage or accessory structure shall be allowed.~~

(b) Lots greater than 25,000 square feet in size.

In addition to Accessory Buildings permitted by (3)(a), above, ~~for each additional 25,000 total square feet of lot size, one additional Detached Garage or Accessory Building, conforming to the size limitations described in (2), above, may be permitted for every additional 25,000 square feet of lot size.~~

<u>Lot Size</u>	<u>Detached Garage(s) and/or Accessory Building(s) Permitted</u>
<u>>25,000 sq. feet to 50,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of one additional, whether a garage or accessory building</u>
<u>>50,000 sq. feet to 75,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of two additional, whether garage(s) or accessory building(s).</u>

<u>>75,000 sq. feet to 100,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of three additional, whether garage(s) or accessory building(s).</u>
<u>Further increments of 25,000 sq. feet</u>	<u>Add one additional Detached Garage or Accessory Building per increment.</u>

- (4) Subject to Applicable Laws. Nothing herein shall be interpreted to modify or waive more restrictive requirements of applicable laws or Village ordinances. The open area limitations of this Chapter continue to apply and may prevent construction of the size or number of Accessory Buildings or Detached Garages described herein.
- (5) Building Code. All ~~setback requirements and~~ requirements of Chapter 756, Building Construction, must be satisfied in addition to any requirements of this ~~provision~~ Chapter. ~~The floor area of garages shall be subject to all regulations of Chapter 756, Building Construction, as from time to time adopted.~~
- (6) Detached Garage Limited Yard Reduction. The side and rear yard provisions for a ~~detached-Detached private-Garagegarage~~ on a lot less than the required minimum width of 80 feet in B and C Residence Districts may be reduced by three inches for every foot less than 80 feet of lot width but to not less than five feet.
- (7) Minimum Separation. No ~~detached-Detached private-Garagegarage or Accessory Building~~ shall be located closer than 20 feet to the principal ~~residence~~ building on an adjoining lot in residential use.
- (8) No Limit on Attached Garages. Subject to such other provisions of the Fox Point Code as may regulate the construction of structures, there is no limit on the number of attached garages for the private use of the resident.

SECTION 2: Chapter 745 of the Village of Fox Point Village Code entitled, "Zoning," Section 745-6 entitled "Structures other than Buildings," Subsection A is hereby repealed and re-created as follows:

- A. Structures not classified as buildings and less than six inches in height from the surface of the ground shall not require a building permit nor be subject to the front, side, or rear setbacks, building size, or open space requirements of this chapter except as may be specifically otherwise provided in § 745-7 or § 745-10 or Subsection C below, or § 756-44 or § 842.

SECTION 3: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 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 _____, 2022.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2022.



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

From: Kevin Ausman, Assistant Village Manager 

CC: Scott Botcher, Village Manager; Eric Larson, Village Attorney 

Date: April 12, 2022

Re: 2022 Summer Beer Garden Partnership with New Barons Brewing Cooperative

Overview

New Barons Brewing Cooperative (<https://newbaronsbrewing.com>) is proposing a beer garden partnership with the Village of Fox Point to be located on unused greenspace abutting the northwest façade of the Municipal Pool on Fridays throughout the summer.

Background

New Barons Brewing Cooperative (NBBC) is a local brewery and taproom located in Bay View. John Degroote, a Fox Point resident and co-CEO/Brewmaster of NBBC, along with co-CEO/Taproom Manager, Heidi Dalibor, approached the Village President to discuss the possibility of a beer garden partnership on February 24, 2022. An initial meeting between Mr. Degroote, Ms. Dalibor, President Frazer, the Village Manager, and Assistant Village Manager was held on February 29, 2022 to discuss logistics and possible sites to locate a community beer garden. Staff has been in discussion with NBBC to discuss the site plan, safety, electricity usage, hours of operation, and general logistics. No music will be played as part of the beer garden and proposed hours will not exceed that of the pool due to the semi-residential nature of Santa Monica Boulevard.

Wisconsin Statute §§125.29(3) allows for breweries, which are licensed by the State Department of Revenue, to operate one off-site retail location for their product. The proposed beer garden series would qualify as the one allowed off-site retail location for NBBC. Staff anticipates that the first beer garden would be held in June to coincide with the Village's Open House and the start of the pool season.

Process

According to Village Attorney Larson, this proposal would be regulated by §745-20(B) of the Fox Point Municipal Code regarding use of institutional districts. The Village Board will make a referral of NBBC's beer garden proposal this evening to the Plan Commission. The Plan Commission will meet jointly with the Building Board to review the beer garden plans, and then make a recommendation back to the Village Board for final approval.

Recommendation

Staff recommends that the Village Board take action and refer the proposed beer garden concept to a joint meeting of the Plan Commission and Building Board for review and recommendation.

NEW BARONS BREWING Beer Garden Proposal

April 12, 2022



AGENDA

- Introductions
- Company history
- Beer Trailer Plan & Beer Lineup
- Staffing
- Proposed Schedule
- Insurance & Safety
- Q&A



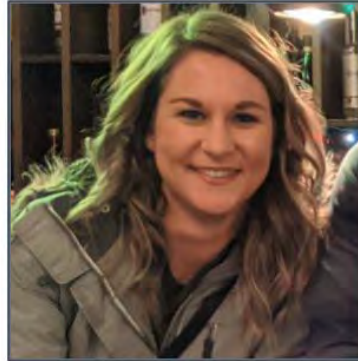
Company & History

WI's only Cooperatively Owned Brewery

- Incorporated 2016 – CH. 185 consumer co-op
- Currently ~415 owners
- Owners elect Board of Directors
- Board appoints CEO – that office is shared by Heidi and John
- Owners enjoy various other perks such as in house discounts, referendum votes, first access to events/beers, platforms to promote themselves



CEO's!



SARAH HAND



MATT WITTERSCHEIN



CHUCK MOYER



JORDAN MURPHY

Directors



BEN ZWEIFEL
PRESIDENT



ANDREW KLAIN
VICE PRESIDENT



MIKE MACK
TREASURER



DAVID BAKER
SECRETARY

Officers of the BOD



Brewery history

- Began brewing commercially in 2018 @ Enlightened Brewing company
 - Sold kegs to bars for 2+ years
 - Grew ownership base
 - Tested beers, built our portfolio
- Enlightened expanded and left old brewery behind
 - We solicited investment from our ownership to purchase old Enlightened
 - Rebranded old Enlightened to New Barons Taproom, opened Aug 2020
- Currently a pilot brewery with events heavy taproom
 - Smaller 3 BBL production for rotating seasonals
 - Contract out core brands for distro in Milwaukee, Madison, Green Bay
 - Weekly events leveraging our ownership





Beer Trailer / Beer

Trailer

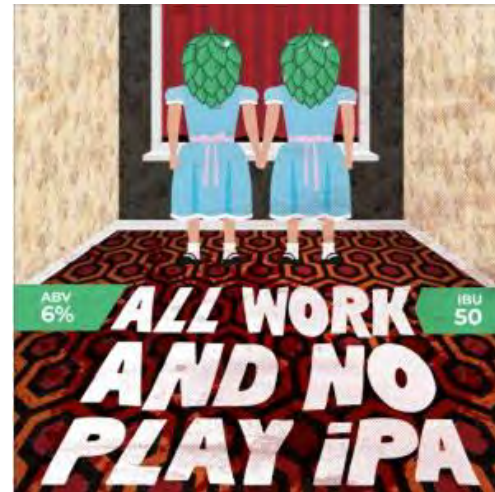
- 5' x 8' trailer
- Interior will be insulated/cooled with electric unit
- 6 draft lines/drain will be on side of trailer facing customers
- Table in front of trailer with easy up tent for staff
- POS capable of running without wi-fi/accept cards and cash







Beers on draft



+ 2
seasonals



Likely Seasonals...



Staffing

Staffing

Three staff members will be present at all times and be in charge of the following:

- **Set-up**
 - Trailer drop-off & preparation
 - Easy-up tent/table
 - Service Station/POS
- **Service**
 - Pouring beer
 - Handling Sales
 - Ongoing maintenance - clearing off tables/all public space, emptying trash, lawn games
- **Clean-up**
 - Removal of trailer
 - Clean-up of garden each night



Schedule

Days & Hours of Operation

Hours of Operation

Fridays: 3:00pm - 9pm (last call at 8:30)

Saturdays: 2:00pm - 9pm (last call at 8:30)

June

- Friday 6/10
- Friday 6/17
- Saturday 6/18
- Friday 6/24

July

- Friday 7/8
- Friday 7/15
- Saturday 7/30

August

- Friday 8/12
- Friday 8/19
- Friday 8/26

September

- Saturday 9/17
- Saturday 9/24



Insurance & Safety



Professional Staffing & Coverage

- COI will extend to Beer Garden
 - Schueller Harrington – Secura Insurance
 - Covers staff and up to 1 Mil in personal injury & Damage to rented premises
- Bartenders trained
 - All have taken WI bartending course



Q&A

— EST. 2016 —
**NEW
BARONS**
BREWING
COOP
— MKE • WI —

Municipal LAW

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

DALE W. ARENZ - Retired
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MICHAEL J. MORSE
JAMES P. WALSH

MEMORANDUM

To: Village Board
Village of Fox Point

From: Eric J. Larson
MUNICIPAL LAW & LITIGATION GROUP, SC

Re: Cobalt Partners Request to Submit PDO Rezoning Petition

Dated: April 6, 2022

As you know, Cobalt Partners has proposed certain redevelopment activities in the Village. The proposal includes sale of land the Village owns to Cobalt for their private redevelopment purposes. Many steps are required before the Cobalt proposal would be approved, but there is a threshold question coming before you at your meeting on April 12, 2022, namely: As owner of the property, will you permit Cobalt Partners to submit a Planned Development Overlay (PDO) rezoning application that includes rezoning Village property?

If you approve Cobalt Partners doing so, they then will be able to formalize their plans and submit them as required by the Village PDO ordinance (Section 745-21 of the Village Code). If you reject this request, on the other hand, the project cannot proceed to the next step.

Let me remind you of several things regarding this possible development:

1. First, importantly, if this proceeds you will eventually have a “quasi-judicial” role in consideration of this application. For that reason, it is important that you remain unbiased, so that you can fairly judge whether the standards of the Village ordinance are met when the application is eventually received, if it is. So, as you consider this threshold issue, keep in mind that this is not the time to discuss the merits, or lack thereof, of the development. For that matter, the development itself is only a concept, as many important details are not currently known or presented. Those details will be presented to the Board at a later date if you allow this to proceed. I recommend you remain neutral about the proposal, to fairly perform your quasi-judicial role when the issue is fully presented.

2. Second, let me remind you of the outline previously provided showing the many steps that this process will require if this proceeds:
 - a. Developer to hold public informational meetings. *The Developer has done so.*
 - b. Developer to seek Village Board approval to submit a PDO rezoning application. *This is what is coming before you on April 12.*
 - c. Developer to pursue PDO rezoning and companion comprehensive plan amendment. This process requires a pre-petition meeting with the Plan Commission, followed by a formal petition, Plan Commission review and recommendation, public hearing, and Village Board action. If it would be approved, it would be conditioned on the following issues being satisfactorily resolved.
 - d. The Village and the Developer would negotiate and enter an Exchange Agreement to exchange ownership of lands, which may or may not include monetary compensation along with the title exchange depending upon the relative values of the land. The exchange of lands would require a Plan Commission recommendation and Village Board approval.
 - e. The Developer would submit plans for new development, with financial modeling evidencing any financial gap, if any. In the event of such a gap, the Village would consider the possibility of providing Tax Incremental Financing (TIF) support for the development. If TIF funds would be used, the procedures include Joint Review Board action (including taxing entity representatives), and a TIF development agreement would be negotiated and entered between the Village and the Developer, if approved by the Village Board.
 - f. The Village would construct replacement facilities at the properties acquired through the exchange. The construction process would include all architectural work, public bidding and construction contracting necessary to do so. Contracts for the architect(s), all of the architectural plans, and the hiring of necessary contractors would be subject to Village Board approval.

Eric J. Larson



400 North Broadway, Suite 100 • Milwaukee, WI 53202 • (414) 271-5000

April 6, 2022

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

***Re: Request for Village Board approval to submit a PUD rezoning petition concerning the
Redevelopment Site***

Dear Mr. Botcher,

On behalf of Cobalt Partners LLC, this letter constitutes our submittal and formal request for consideration by the Village Board for approval to submit a planned unit development rezoning petition for the Village-owned sites depicted and described on the attached pages.

In connection with our submittal, we incorporate by reference the conceptual presentation materials dated December 14, 2021, as previously submitted to the Village. We intend to reference those materials and questions/concerns raised at the three information meetings that we conducted during the month of March as part of our presentation to the Village Board for the current request.

We look forward to working cooperatively with the Village and its representatives through the appropriate approval processes and are fully committed to doing so in a manner that is respectful of the constituency of the Village.

We would request that this matter be reviewed by staff as appropriate and placed on the upcoming agenda pursuant to the applicable Village process.

Should you require additional information, please advise accordingly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott J. Yauck", written over a horizontal line.

Scott J. Yauck
President/CEO

Village Board Agenda Packet-04/12/2022
TAXKEY: 1299982 Page 125 of 138

The map displays the Village of Fox Point, a residential area with numerous lots and streets. The central feature is a large blue area representing a lake or water body. Surrounding this are residential lots with house numbers. The streets shown include N Longacre Rd, N Yates Rd, N Lombardy Rd, N Santa Monica Blvd, and N Lake Dr. The map is labeled "VILLAGE OF FOX POINT" in the center.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

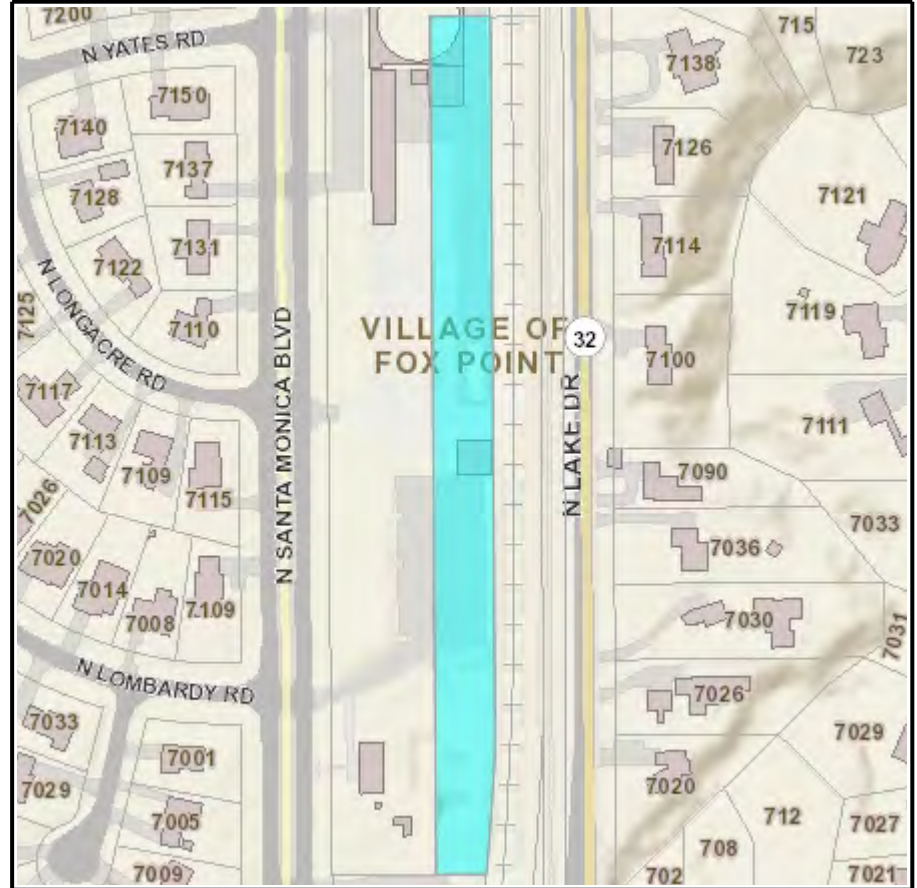
Milwaukee County Land Information Parcel Report

Village Board Agenda Packet-04/12/2022
TAXKEY: 1299983001 126 of 138

Report generated 4/6/2022 1:11:38 PM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 1299983001
Record Date: 12/31/2020
Owner(s): VILLAGE OF FOX POINT

Address:	Assessed Value:	\$0
Municipality:	Land Value:	\$0
Acres:	Improvement Value:	\$0

Parcel Description: OTHER

Zoning Description: Institutional

Legal Description: PART OF SW 1/4 SEC 16 AND NW 1/4 SEC 21-8-22 COM. 1250.89 FT E & 1.25 FT N OF NW COR NW 1/4 SEC 21 TH W 75 FT S TO N LI OF ROAD E TO W LI OF C&NW TRANS CO ROW TH N ALG SD ROW TO BEG EXC S 150 FT THEREOF

School District: NICOLET UHS SCHOOL DISTRICT

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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

From: Kevin Ausman, Assistant Village Manager 

CC: Scott Botcher, Village Manager 

Date: April 12, 2022

Re: Special Pilot Community Enhancement Grants Committee

Overview

The Special Pilot Community Enhancement Grants Committee has determined the requirements for approving grants to community-centered organizations.

Background

The creation of a special pilot committee was approved at the December 14, 2021 meeting of the Village Board *"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."*

President Frazer appointed Fox Point residents Karen Schapiro (Chair) and Mindy Price, along with Trustees Sumner, Kravit, and Ollman to serve on the special pilot committee. The Assistant Village Manager staffed the meetings. The committee met on six separate occasions and took action at the April 4, 2022 meeting "to approve the application and solicitation materials, and recommend approval by the Village Board" with a 3-0 vote in favor. Attached to this staff report are the solicitation and eligibility documents. Deadline for applications and a timeline for possible award are included within their language.

Process

If the Village Board approves the work of the committee, Staff will post the solicitation to the Village website site and to physical posting locations in order to invite applications. Applications would be reviewed by the committee who could possibly recommend approval or denial to the Village Board as early as the regularly scheduled June 14, 2022 meeting.

Questions for Consideration

If the Village Board is satisfied by the work of the committee and wishes to proceed with this pilot program, action will need to be taken in order to continue with the solicitation of applicants. Alternatively, the Village Board could also offer comments and feedback with the intention that the committee return with refinement of the proposed solicitation and eligibility requirements. Finally, the Village Board could choose to not move forward and no longer pursue this pilot program.



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

The Village of Fox Point is pleased to announce a special pilot program whereby eligible community organizations are invited to apply for grants intended to enhance the quality of life for residents of the Village of Fox Point. *As a special pilot program, there is no guarantee that this grant program will continue beyond 2022.*

An eligible community organization is one that meets the following criteria:

Any non-profit organization with a history of providing services to Fox Point residents and a mission dedicated to the enhancement of the quality of life in the Village of Fox Point.

Note: *An eligible organization must be recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, or be able to accept donations through a fiscal sponsor that is recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code*

Grant awards may be approved up to \$5000 to any one organization, and may be used either for general operations or special projects.

The Fox Point Community Enhancement Grant Committee will be reviewing applications and making grant recommendations for approval by the Village Board. The applicable timeline is as follows:

- a. Deadline for applications: May 23, 2022 at 12:00 PM noon.
- b. Notification of grant awards: Grant recipients will be notified after a decision by the Village Board at their regularly scheduled June 14, 2022 meeting.
- c. Grant period: Award must be used within calendar year 2022

If your organization meets eligibility requirements, it is invited to apply to apply for a Village of Fox Point Community Enhancement Grant utilizing the attached application form. Please submit a document with responses to the itemized list within the application document no later than May 23, 2022 at 12:00 PM noon.

Please direct questions and application materials to Kevin Ausman, Assistant Village Manager at kausman@villageoffoxpoint.com or 414-351-8900.



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

2022 SPECIAL PILOT COMMUNITY ENHANCEMENTS GRANT APPLICATION

Organization Information

A. Tax Identification Number

B. Organization Information

1. Name of Organization
2. Mailing Address
3. Contact Person
 - a. Name
 - b. E-mail address
 - c. Phone

C. Fiscal Sponsor Information, if using a Fiscal Sponsor

1. Name of Sponsor Organization
2. Mailing Address
3. Contact Person
 - a. Name
 - b. E-mail address
 - c. Phone

D. Organization Mission

Please provide your organization's mission statement and brief overview

E. Organizational Accomplishments

Please provide examples (no more than two) of projects or work your organization has done to enhance the quality of life for residents in the Village of Fox Point

F. Organizational Challenges

Please describe any major challenges your organization has faced in the past year and how the organization has addressed them

G. Organizational Changes

Please describe any major changes to your organization in the past year and/or anticipates in the coming year

H. Board of Directors

Please provide a current list of the Board of Directors of your organization, or fiscal sponsor organization, if applicable

I. Financial Information

Please provide the following documents of your organization, or fiscal sponsor, if applicable

- a. Most recently completed 990
- b. Most recently completed Audited Financial Statement

J. Fiscal Year Information

Please provide the following information for your organization, or fiscal sponsor, if applicable

- a. Date on which current fiscal year ends
- b. Organization Budget for Fiscal Year 2021
- c. Organization Budget for Fiscal Year 2022

Proposal Information

A. Proposal Information

Please answer the type of support your organization is requesting – i.e., general operations or project support

If your organization is seeking project support, please provide the project name

B. Grant Funding Request (Amount)

C. Organizational or Project Overview

Please identify the general nature of the operations for which the grant would be used and provide an overview of how your organization accomplishes its mission (for gen ops requests) or an overview of the project you are requesting support for (word limit 1,000)

D. Project Partners

If your proposal includes project partners, please identify each partner and provide details about the relationship

E. Project Budget (if applicable)

F. Goals, Objectives, Outcomes, Evaluation

For both general operations and project proposals, please list a minimum of 1 and maximum of 3 goal(s), objective(s), projected outcome(s) and evaluation strategy for the grant period.

Note:

1. Goal: A “goal” is a broad statement that answers the questions, “What does your project hope to accomplish/” or “What do you hope to accomplish with general operating support?” Goals are typically general, conceptual and abstract, often including visionary words like promote, provide, expand, etc.
2. Objective: An “objective” answers the question “What steps will be taken to accomplish a goal?” Objectives often begin with the word “to” and tend to be tangible, specific and concrete.
3. Projective Outcome: A “project outcome” is the anticipated result or consequence that will occur through the achievement of the objective(s).
4. Evaluation Strategy: An “evaluation strategy” will outline measures and mechanisms that will determine whether a goal is achieved, including data on how it will be collected

Municipal LAW

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

DALE W. ARENZ - Retired
DONALD S. MOLTER, Jr. - Retired
JOHN P. MACY
H. STANLEY RIFFLE - Court Commissioner
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MICHAEL J. MORSE
JAMES P. WALSH

April 6, 2022

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

**Re: An Ordinance to Repeal and Re-Crete Section 681-3 B. of the Village of
Fox Point Village Code Concerning Pollinator-Friendly Habitat
First Draft**

Dear Mr. Botcher:

I received your request that I prepare an ordinance to allow the Village to participate in the "No Mow May" program being advocate by certain persons and groups as described in a March 28, 2022 article in the New York Times that you referred me to. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of the ordinance that I have prepared for your consideration. I believe you will find this ordinance to be self-explanatory. As you will see, I borrowed the preamble from the resolution you forwarded initially, and included the Code changes you described. Please consider the enforcement perspective when considering this policy issue.

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

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

Eric J. Larson

Eric J. Larson

EJL/em
Enclosure
cc: Kelly Meyer, Village Clerk

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 681-3 B. OF THE
VILLAGE OF FOX POINT VILLAGE CODE CONCERNING POLLINATOR-
FRIENDLY HABITAT

WHEREAS, the Village of Fox Point would like to encourage an increase in pollinator-friendly habitat through pollinator-friendly lawn-care practices; and

WHEREAS, ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season, is free or nearly free of pesticides, is comprised of undisturbed space including un-mown lawns; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, the formative period for establishment of pollinator and other insect species, and the many songbirds and other urban wildlife species which depend upon them, occurs in late spring and early summer when they emerge from dormancy and require flowering plants as crucial foraging habitat; and these opportunities are dramatically reduced with early spring grass-mowing; and

WHEREAS, the Village of Fox Point Village Code currently imposes height limitations on lawns, which the Village intends to retain subject to the modification described herein that allows lawns to exceed the height limitation during the month of May to accomplish the foregoing intent subject to property owners obtaining permission from their neighbors to do so.

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

SECTION 1: Chapter 681 of the Village of Fox Point Village Code entitled, "Property Maintenance," Section 681-3 entitled, "Plantings and Lawns" Subsection B is hereby repealed and recreated as follows:

681-3 B. Every real estate owner possessing lawns of the conventional turf grass type shall be responsible for managing the turf grass at a height not to exceed four inches, except as described below. A native or natural appearing landscape is not and cannot be achieved by the abandonment of a mown lawn. Such a determination will be made by the Village Manager or his/her agent. The height restrictions of this Section may be exceeded during the month of May, to promote pollinator emergence, provided that the real estate owner obtains permission from owners of all properties that abut the subject property at any point, including those properties that abut an alley, path or right-of-way directly across from the yard on the subject property.

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 _____, 2022.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2022.

THE WORLD THROUGH A LENS

In Wisconsin: Stowing Mowers, Pleasing Bees

Can the No Mow May movement help transform the traditional American lawn — a manicured carpet of grass — into something more ecologically beneficial?

Photographs and Text by Anne Readell

Published March 28, 2022 Updated April 3, 2022

As I drove last May through Appleton, Wis., the small city offered up a series of idyllic scenes: children playing on tree-lined streets, couples walking their dogs, and all the while, the wind carrying the sweetness of spring.

But something was unusual here. The lawns of many of the homes were wild. Resembling miniature meadows, they sported long grass, bright yellow dandelions and carpets of purple creeping Charlie — a far cry from the traditional American lawn.

These homes were not abandoned or neglected, and no stacks of newspapers festooned their porches. Rather, the city had asked residents to put away their lawn mowers for the month of May. This allowed plants typically identified as weeds — including violets, white clover and dandelions — to flower.



An unmown lawn in Appleton, Wis. By letting the grass grow long, plants typically identified as weeds were able to flower, providing important spring food for bees.

Appleton's No Mow May initiative had a clear purpose: to save the bees — and not just honeybees (which are European imports), but also native bees, such as bumble bees, mining bees and sweat bees.

Bees are facing catastrophic declines. In North America, nearly one in four native bee species is imperiled, according to the Center for Biological Diversity, partly because of habitat loss, pesticide use, climate change and urbanization.

Lawns typically provide poor habitat for bees. But if allowed to flower, lawn weeds — perhaps better characterized as plants other than grass — can provide rare spring food for bees emerging from hibernation.

Appleton, some 200 miles north of Chicago, is a small college city nestled on the shores of the meandering Fox River. Two assistant professors at a local liberal arts college, Dr. Israel Del Toro and Dr. Relena Ribbons of Lawrence University, knew that No Mow May was popular in Britain. They wondered if the initiative might take root here, too.

They began working with the Appleton Common Council, and, in 2020, Appleton became the first city in the United States to adopt No Mow May, with 435 homes registering to take part.



A brown-belted bumble bee (*Bombus griseocollis*) flies toward clover in an unmown yard in Shorewood Hills, Wis.

Dr. Del Toro and Dr. Ribbons studied the impacts of No Mow May on Appleton's bees. They found that No Mow May lawns had five times the number of bees and three times the bee species than did mown parks. Armed with this information, they asked other communities to participate.

By 2021, a dozen communities across Wisconsin had adopted No Mow May. It also spread to communities in Iowa, Minnesota, Illinois and Montana.

I learned about No Mow May in the fall of 2020 when I was looking to make my own yard more friendly to bees. The following spring, I helped organize No Mow May in Shorewood Hills, Wis., where I live. When I realized how quickly the movement was spreading, I started photographing it across Wisconsin.

Mike Wiza, the mayor of Stevens Point, Wis., supported No Mow May last year. "It was successful — and I would say pretty widely successful," he said. Stevens Point had around 230 people register for the event, which was double what they had anticipated.

I met Ana Merchak, a resident of Stevens Point, while taking photos in her neighborhood. Her two young children were picking dandelions in the front yard. "I go in my front yard and backyard and see bees every day," she said. "It's cool my kids can grow up being exposed to that."

Ms. Merchak was also grateful for how the initiative had brought the local population together. "The community tie is awesome," she said, "especially after this pandemic year where we couldn't do things and celebrate our community in person with one another."



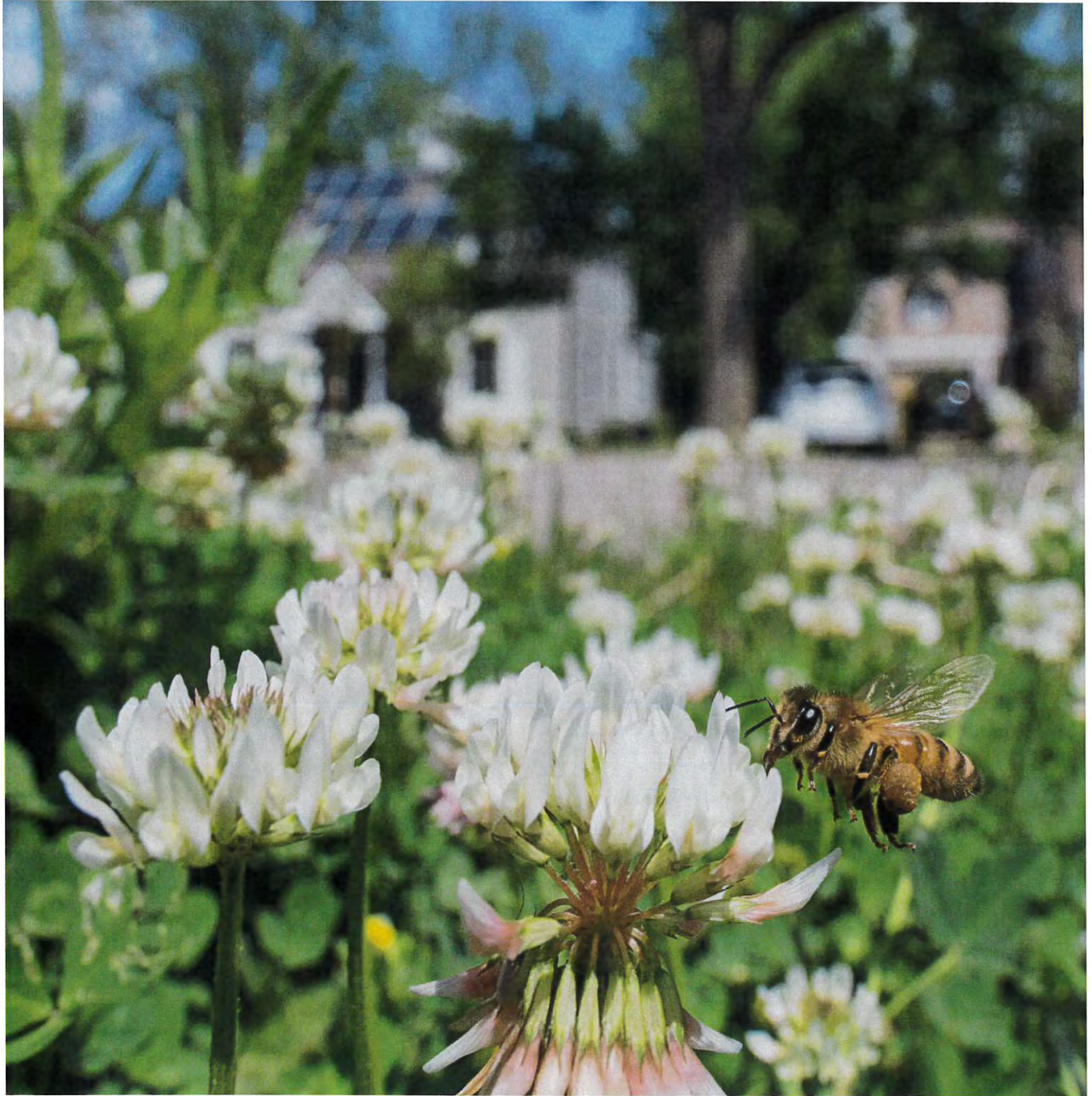
The yard of a home in Appleton, Wis. In certain areas, lawn weeds may be some of the only spring flowers available to pollinators emerging from hibernation.

Not everyone appreciated the unmown lawns. Allison Roberts, a resident of Prairie du Chien, Wis., participated in No Mow May even though her city hadn't adopted it. After a few weeks, she awoke from a nap to find police officers pounding on her door.

"Apparently, they were here to ensure I was not dead," she said.

Nor were her neighbors happy with her shaggy lawn. One of them, unable to stand the sight of it, eventually mowed it without her permission.

Still, despite the unanticipated antagonism, Ms. Roberts plans to participate in No Mow May again this year. "I'm not doing it to make anyone mad," she explained. "I'm doing it because I have the right to, and because it's the right thing to do."



A honey bee (*Apis mellifera*) feeds on clover in Shorewood Hills, Wis.

Recently, the Appleton Common Council voted to make No Mow May permanent. Many other municipalities throughout Wisconsin have either already adopted it for 2022 or are considering it.

The efforts may be paying off. A rusty patched bumble bee, a federally endangered species whose range has shrunk precipitously since the 1990s, was spotted for the first time at a downtown Appleton home last year.

But experts caution that the initiative is only a starting point for bee conservation. "What you did for one month, that's cool, that helps," Dr. Del Toro said. "But what are you going to do the rest of the summer, or the rest of the year, to make sure that our pollinators are protected?"



Dandelions carpet a yard in Appleton, Wis.

The role of urban and suburban environments for bees is “absolutely huge,” explained Dr. Del Toro, who said he now receives emails from Appleton residents asking how to incorporate other bee-friendly practices, such as planting native flowers, creating bee nesting habitats and reducing herbicide and pesticide use.

“We have to start thinking about what our role is in this urban ecosystem,” he said, including how to strike a balance between development and biodiversity.

For many of us, that may mean sitting back and watching the grass grow.

Anne Readell is a photographer, writer, biologist and lawyer. You can follow her work on Instagram.

Follow New York Times Travel on Instagram, Twitter and Facebook. And sign up for our weekly Travel Dispatch newsletter to receive expert tips on traveling smarter and inspiration for your next vacation. Dreaming up a future getaway or just armchair traveling? Check out our 52 Places list for 2022.