

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

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

**TUESDAY
MAY 10, 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/84992465993>

Meeting ID: 849 9246 5993

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 the consideration of a request from New Barons Brewing Cooperative for a temporary beer garden near the Fox Point Pool on specified dates throughout the summer.

4. Public Hearings

- a. Temporary Beer Garden near the Fox Point Pool on specified dates throughout the summer.**

The Village Board will hear comments and input regarding a request from New Barons Brewing Cooperative for a Temporary Beer Garden near the Fox Point Pool on specified dates throughout the summer.

- 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 April 12, 2022 Village Board meeting.
[Pages 1-37]
- b. Approve the quote of Mr. Rooter in the amount of \$24,357.59 for the private property infiltration and inflow project located at 1441 East Goodrich Lane and authorize the Village Manager to sign the contract per the Director of Public Works' memorandum dated May 3, 2022.
[Pages 38-83]
- c. Approve the contract of Kapur & Associates in the amount of \$4,956 for inspection services associated with the private property infiltration and inflow project located at 1441 East Goodrich Court and authorize the Village Manager to sign the contract per the Director of Public Works' memorandum dated May 3, 2022.
[Pages 84-89]
- d. Approve the permanent public utility easement with Fox Hills South Condominium, Inc. at 425 West Willow Court pursuant to the Director of Public Works' memorandum dated May 3, 2022.
[Pages 90-97]
- e. Approve the permanent public utility easement with Clay Lamb at 8209 North Port Washington Road pursuant to the Director of Public Works' memorandum dated May 3, 2022.
[Pages 90 & 98-102]
- f. Approve payment of the bills in the amount of \$737,999.66 for the period April 1, 2022 through April 30, 2022 per the report submitted by the Village Manager.
[Pages 103-115]
- g. **Approve the private property infiltration and inflow (PPII) funding agreement with MMSD for the PPII project to be performed at 1441 East Goodrich Court.*
[Pages 116-140]

6. Unfinished Business

- a. **New Barons Brewing Cooperative Proposed Temporary Beer Garden near the Fox Point Pool on specified dates throughout the summer.**

The Village Board will consider and may act on the application of New Barons Brewing Cooperative for zoning approval per Section 745-20 of the Village Code, which if granted may include approval of a license agreement for New Barons Brewing Cooperative to operate a Temporary Beer Garden on Village property near the Fox Point Pool on specified dates throughout the summer.

[Pages 141-149]

7. New Business

- a. Initial Resolution Authorizing the Borrowing of Not to Exceed \$2,410,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2022A**

Following 2022 Financing Presentation by Justin Fischer of Robert W. Baird, the Village Board will consider and may act on the “Initial Resolution Authorizing the Borrowing of Not to Exceed \$2,410,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2022A”

[Pages 150-161]

- b. Resolution in support of the Milwaukee Metropolitan Sewerage District’s efforts to explore an enhanced partnership with Milwaukee County Parks.**

The Board will consider and may act on the adoption of Resolution in support of the Milwaukee Metropolitan Sewerage District’s efforts to explore an enhanced partnership with Milwaukee County Parks.

[Pages 162-175]

- c. Resolution of Commendation and Appreciation – Former Trustee William Kravit**

The Board will consider and may act on the adoption of Resolution of Commendation and Appreciation for Former Trustee William Kravit.

[Page 176]

- d. Resolution of Commendation and Appreciation – Former Board of Appeals Chair Kurt Ostoic**

The Board will consider and may act on the adoption of Resolution of Commendation and Appreciation for Former Board of Appeals Chair Kurt Ostoic.

[Page 177]

8. Future Agenda Items

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

9. 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 Ollman
- f.** Trustee Anderson Knight
- g.** Trustee Aelion
- h.** Village Manager Scott Botcher

10. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

JUNE 14, 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
APRIL 12, 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, April 12, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:09 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

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

President Frazer noted the Village Board has a quorum.

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).

Village Manager Scott Botcher noted audio and camera difficulties regarding the Village Board meeting, and the adjustments and accommodations the staff had made.

Consideration of Request from Cobalt Partners which Seeks Village Board Approval to Allow Them to Submit a PUD Rezoning Petition Concerning Village-Owned Land (6c)

Without objection and by unanimous consent, President Frazer suspended the rules to take up agenda item 6c, regarding the Cobalt matter, for the limited purpose of allowing Village Attorney Eric Larson to explain the issue before the Village Board.

Village Attorney Eric Larson gave a brief synopsis of what the Board would not be hearing tonight, what the Board would be hearing tonight, and the steps in the process connected to the Cobalt proposal.

Persons desiring to be heard

President Frazer opened Persons desiring to be heard. President Frazer noted the procedures for public comment.

Rebecca Grassl, 7338 N Navajo Rd is in support of maintaining a municipal pool; she noted it is an asset to the Village of Fox Point community.

Steve Kravit, 6928 N Barnett Ln is a firm supporter of the Cobalt concept and vision, noting the necessity for adequate village facilities.

Ken Friedman, 8001 N Links Way, Regarding the reconstruction project on Bradley Road, Mr. Friedman is opposed to Plan B2 and B3 and in favor of plan C1. [Submittal of Exhibit A].

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

Amended VB Agenda Meeting Packet-05/10/22
Page 2 of 177

Moshe Katz, 7718 N Beach Dr., supports the Cobalt concept submission.

Laura Sider, 308 W Bradley Rd., agrees with Mr. Friedman and is also opposed to Plan B in regard to the Bradley Road project. [Submittal of Exhibit B]

Blair Williams, 7041 N Lombardy Road, supports the Cobalt concept submission.

Louise Petering, 7229 N Santa Monica Blvd., is opposed to the Cobalt concept submission. [Submittal of Exhibit C]

Craig Zetley, 6868 N Barnett Ln., is in favor of the submission of the Cobalt concept.

Brad Fedderly, 7901 N Mohawk Rd., asked the Village Board to be transparent and open to the community in regard to Cobalt, and suggested that the Board permit the application to proceed.

Kevin Summ, 6929 N Yates, is in favor of the submission of Cobalt concept.

Scott Seider, 308 E Bradley Rd., opposes Bradley Road Plan B [Exhibit D submittal for record].

Robert Worth, 8048 N Santa Monica Blvd., is opposed to the Cobalt proposal submittal.

David Miller, 7401 N Crossway Rd., inquired on public property matters.

Kate Junk, 7945 N Mohawk Rd., in connection with the Cobalt proposal questioned the Plan Commission's ability to remain unbiased.

Therese Gripentrog, 8145 N Navajo Rd., is opposed to the submittal of the Cobalt proposal.

Judy Tolken, 7329 N Santa Monica Blvd., is opposed to the use of public land and the submittal of the Cobalt proposal.

Mary Beth Mills, 1811 E Dean Rd., does not support the submittal of the Cobalt proposal.

Mary LaCharite, 8049 N Santa Monica Blvd., with regard to the Cobalt project, Ms. LaCharite asked that the Village Board to consider other proposals.

Drew Elmer, 101 E Bradley Rd., supports the Bradley Road reconstruction project Plan B.

Linda Gale Sampson, 7000 N Barnett Ln., is opposed to the Cobalt plan.

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

President Frazer called for a brief recess at 8:04 p.m. The meeting reconvened at 8:06 p.m.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

Committee Reports

1. Plan Commission Report

Trustee Fonstad gave a report on the Plan Commission meeting of Monday, April 4, 2022. Plan Commission recommended Village Board approval of Ms. Mary's Learning Center, LLC, 8050 N Port Washington Rd. for an infant and preschool aged childcare Conditional Use Application and Order. Plan Commission recommended the Board's approval of Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd, Suite H, in the Audubon court area. The Plan Commission was satisfied with the village attorney's revisions and recommended Board adoption of the 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.

2. Special Pilot Community Enhancement Grants Committee Report

Chairperson Karen Schapiro summarized the activity of the Special Pilot Community Enhancement Grants Committee, as set forth on pages 127-130 of the Village Board packet.

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

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to open the public hearing for the Conditional Use Order for Ms. Mary's Learning Center LLC, 8050 N Port Washington Rd., Fox Point, WI. at 8:19 p.m.

There was no public comment.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 8:19 p.m. for the Conditional Use Order for Ms. Mary's Learning Center LLC, 8050 N Port Washington Rd., Fox Point, WI.

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

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to open the public hearing for the Conditional Use Order for Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd., Suite H, Fox Point at 8:20 p.m.

There was no public comment.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 8:21 p.m., regarding the Conditional Use Order for Shirts, Skirts, Shoes & Stuff, Inc., 333 W Brown Deer Rd., Suite H, Fox Point.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

Public Hearing for 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.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to open the public hearing at 8:22 p.m. for 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 at 8:22 p.m.

There was no public comment.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 8:22 p.m. for 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.

Consent Agenda

- a. Approve the minutes of the March 8, 2022 Village Board meeting.
- b. Approve the 2021 Annual NR216 (MS4) Stormwater Report and submittal of the same to the Department of Natural Resources.
- 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.
- 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.
- 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.
- 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.
- 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 6, 2022.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- s. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

- t. Adopt proclamation establishing April 17 through April 23, 2022 as Municipal Treasurers' Appreciation Week in the Village of Fox Point.
- u. Adopt proclamation establishing May 1 through May 7, 2022 as the Professional Municipal Clerks' Week in the Village of Fox Point.
- 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.

Trustee Fonstad asked to withdraw consent agenda item 5k.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to approve the consent agenda, absent consent agenda item 5k.

Quote of LDV Custom Specialty Vehicles in an amount not to exceed \$258,483 for the purchase of the water utility van (Consent Agenda Item 5k)

Motion by Trustee Fonstad, seconded by Trustee Knight, and carried by roll call vote (7-0), to 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.

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

Liz Aelion, 210 W Bergen Court, asked that the Board take into consideration the various lot sizes in the districts.

Eric Davidson, 7424 N Santa Monica Blvd., noted the ordinance would allow some leeway with the deep and narrow lots.

Motion by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (7-0), to adopt 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, as presented on pages 97 to 100 of the agenda packet.

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

A brief presentation was given by John Degroote and Heidi Dalibor of the New Barons Brewing Cooperative.

Motion by Trustee Fonstad, seconded by Trustee Knight, and carried by roll call vote (7-0), to receive and recommend referral to a joint meeting of the Plan Commission and Building Board regarding New Barons Brewing for a Temporary Beer Garden near the Fox Point Pool on Specified Dates throughout the summer, as presented on pages 101 to 120 of the agenda packet.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

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

Cobalt Partners Scott Yauck gave a presentation.

Dave Petering, 7229 N Santa Monica Blvd., does not support the submittal of a Cobalt Partners PUD Rezoning Petition submittal.

Jim LaCharite, 8049 N Santa Monica Blvd., is opposed to a submittal from Cobalt Partners.

Luke Junk, 7945 N Mohawk Road, is opposed to the Cobalt proposal being submitted.

David Miller, 7401 N Crossway Rd. is supportive of a Cobalt submittal; however, Miller believes the process should be open to any party who wants to submit a proposal regarding public land.

Sandy Hurley, 7334 N Longacre Rd., has concerns that the village has not considered any other ideas or considered a bid process.

Motion by President Frazer, seconded by Trustee Fonstad, to approve the request of Cobalt Partners, to allow Cobalt Partners to prepare and submit a PUD (Planned Unit Development) Rezoning Petition Affecting Village-owned land including Village Hall, as set forth on pages 122 through 126 of the agenda packet.

Discussion ensued. President Frazer called the question.

Carried by roll call vote, 6-1 (Opposed-Ollman)

President Frazer called for a short recess at 9:40 p.m. Frazer called the meeting back to order at 9:45 p.m.

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

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (6-1) (Opposed-Symchych), to approve the special pilot committee's grant application and related procedures as put forward by chairperson Schapiro and presented in the agenda packet on pages 127 to 130.

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

Peter Grzechowiak, 220 E Bradley Rd., is not supportive of the Ordinance; he believes there are other ways to attract bees.

Jon Knopp, 8203 N Regent Rd., is supportive of the No Mow May and commented on a Lawrence University research study. [Submittal of Exhibit E]

Kathe Lake, 7471 N Beach Ct., is in favor of "No Mow May".

Motion by Trustee Fonstad, seconded by Trustee Knight, to adopt Ordinance to Repeal and Re-Create Section 681-3 B. of the Village of Fox Point Village Code Concerning Pollinator-Friendly Habitat, with the following change in section 1, line 6,

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022

after the words pollinator emergence, insert a period and delete the balance of it the sentence.

President Frazer withheld the question in order to hear other citizen comment.

Elizabeth Aelion, 210 W Bergen Ct., stated weeds do not provide anything to bees. Property owners can plant other plants such as bee balm, but such plants do not help bees early in the season.

President Frazer called the question.

Motion carried by roll call vote, 6-1 (Opposed-President Frazer).

Future Agenda Items – None

Announcements

Village President Frazer welcomed Elizabeth Aelion as a newly elected member of the Village Board. President Frazer stated he was sad Trustee Kravit was leaving the Board. He thanked Trustee Kravit for his years of service sparked by his love for the Village of Fox Point.

President Frazer announced an award given to Fox Point Police Sergeant Kyle Arndt. Sergeant Arndt attended a ten-week course at Northwestern University's School of Police Staff and Command. Sergeant Arndt was voted by the other attendees the prestigious Franklin M. Kreml Leadership Award, named after the program's founder, and given to the one person in the class, selected by the class, who best displays the dedication, devotion, ethics, and sense of justice and other professional values that exemplify the kind of leadership needed in today's law enforcement. President Frazer offered congratulations to Sergeant Arndt and the Fox Point Police Department.

Trustee Fonstad

None

Trustee Symchych

None

Trustee Sumner

None

Trustee Kravit announced that tonight was his last meeting on the Village Board. He expressed gratefulness for the relationships being on the Village Board had offered him. He commented on the enjoyment he had derived serving on the Board. Trustee Kravit wished Ms. Liz Aelion, his successor, and his remaining Board colleagues, success in the future.

Trustee Ollman

None

Trustee Anderson Knight announced North Shore Library's newly hired Library Director, Rhonda Gould. She is re-locating from Walla Walla, Washington.

Village Manager Scott Botcher

None

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
APRIL 12, 2022**

Adjourn

Motion made by Trustee Kravit, seconded by Trustee Ollman, and carried by roll call vote (5-2) (Opposed-Kravit and Ollman), to adjourn the Village Board meeting at 10:34 p.m.

Respectfully submitted,

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

DRAFT

[EXHIBIT A]

I am Ken Friedman, living at 8001 North links Way

Ken Friedman April 12, 2022

I have two issues to comment on.

First, related to the Bradley Road Reconstruction project. I understand that the board approved options B2 and B3 at the Meeting of March 8, and I am hoping that there is still room for reconsideration of the plan. I admit that I was unprepared for the speed at which decisions happen as only 29 days were allowed between mailing the Invitation to the Public Information Meeting on February 9th and the Board decision of March 8th. Scott Brandmeier nicely tabulated that community feedback, stating that 61 homes border on Bradley Road, that 19 homes provided responses, and that not all of whom border on Bradley Road. I was one of the 5 respondents indicating favoring plan C1, for not widening the footprint of this thorough. Why, because I don't see the safety issues on this road as any different from the roads that connect to it, and that I am concerned that widening the road will change the ambiance of the village and potentially encourage faster driving speeds.

Because the timeline allowed for comment was short, and feedback from under one third of homeowners was presented at the March 8th meeting, I went around to homes near mine on Bradley Road to see what my neighbors felt. 9 people answered the doorbell, and of those 9, 3 denied getting the PIM announcement letter, indicating a problem in the public notice process. 7 of 9 homes, a clear majority, indicated a preference for proposal C1 of not widening of the road footprint and signed my petition form, but 2 of the 9 indicated differently. That is indeed different data than what was presented at the Village meeting. Scott and Laura Seider went to other home and collected 6 signatures. I have those signatures here and emailed those signatures to each board member.

I am concerned that the Village Board made a decision without sufficient feedback from the residents of Bradley Road. I prefer plan C1 for the reasons I've told you, as do a majority of my immediate neighbors on Bradley Road. I hope the planned project can be reconsidered. However, if Plan B1 is built out, I wonder if the width of expansion could be adjusted downward to a 2-3 foot buffer rather than 6 feet, and a 5 foot walkway rather than 6. I think that is a fair compromise.

Second, related to the Cobalt proposal, I have many questions and e-mailed that them to the Board members. I only ask that no changes to zoning of public lands occur until the questions are answered with public feedback.

Petition to Village of Fox Point Board

To be presented at the April 12th meeting

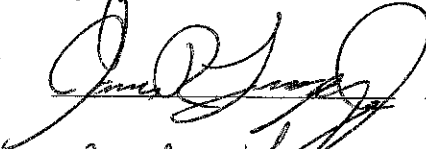
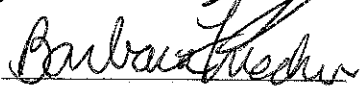
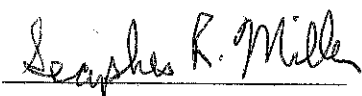
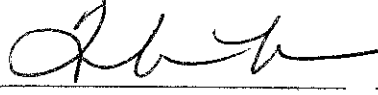
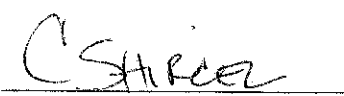
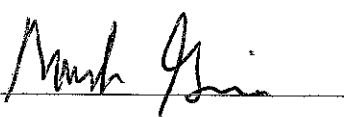
RE: 2022 Bradley Road Reconstruction

We the undersigned residents of Fox Point with properties bordering on Bradley Road, indicate here our preference for Road Reconstruction and Utility project

Option C1: 10 foot lanes, 1 foot shoulders.

Pedestrians safely walk in our neighborhood. There is not a high frequency of collisions, as indicated by police activity. Widening the Bradley Road corridor will decrease the suburban/rural feeling of our community and encourage faster automobile speeds. For these reasons, we would rather see the Bradley Road corridor left as it currently stands (Option C1)

Respectfully submitted by:

Signature	Printed name	Address
	Elizabeth Parker	808 E. Bradley Rd -
	James R Livezey Jr	808 E. Bradley Rd.
	Barbara Friedman	8001 N. Links Way 7P
	STEPHEN R. MILLER	8008 N. Poplar Dr
	Felicia Miller	8008 N. Poplar Dr
	CATRINA SHREEVE	610 E Bradley rd
	Mark Grimm	905 E. Bradley

Petition to Village of Fox Point Board

To be presented at the April 12th meeting

RE: 2022 Bradley Road Reconstruction

We the undersigned residents of Fox Point with properties bordering on Bradley Road, indicate here our preference for Road Reconstruction and Utility project
Option C1: 10 foot lanes, 1 foot shoulders.

Pedestrians safely walk in our neighborhood. There is not a high frequency of collisions, as indicated by police activity. Widening the Bradley Road corridor will decrease the suburban/rural feeling of our community and encourage faster automobile speeds. For these reasons, we would rather see the Bradley Road corridor left as it currently stands (Option C1)

Respectfully submitted by:

Signature	Printed name	Address
<u>Scott Seider</u>	<u>SCOTT SEIDER</u>	<u>308 E. Bradley Rd</u>
<u>Jenni Tilley</u>	<u>JENNI TILLEY</u>	<u>211 W. BRADLEY RD</u>
<u>Ziqin Han</u>	<u>ZIQIN HAN</u>	<u>201 W. Bradley Rd</u>
<u>Dennis Rohner</u>	<u>DENNIS ROHNER</u>	<u>304 E BRADLEY RD</u>
<u>Sue Rohner</u>	<u>SUE ROHNER</u>	<u>304 E. Bradley Rd</u>
<u>Tim Melchert</u>	<u>TIM MELCHERT</u>	<u>401 E. BRADLEY RD.</u>
<u>Nauka Seiner</u>	<u>NAUKA SEINER</u>	<u>308 E. Bradley Rd</u>

[EXHIBIT B]

To: The Fox Point Village Board

April 12, 2022

Douglas Frazer, Eric Fonstad, Christine Symchych, Liz Sumner, Greg Ollman,
Bill Kravit, Cathie Anderson Knight

My name is Laura Seider, I have lived at 308 E Bradley Rd for over twenty-five years and while I do believe Bradley road would benefit from being repaved, I do not want to see any changes to it. We chose Fox Point because it did not have street lights or sidewalks. Again, I do not want to see any changes to Bradley Road, and I prefer Option C1 for the reconstruction. I want to keep the look and feel of Fox Point as it is. I don't believe the changes to Green Tree or Calumet are in keeping with the area and are far from being representative of the essence of Fox Point.

The Village made the decision to move forward on the B Options based on the feedback of several residents at the February 17th PIM. I am surprised that was sufficient feedback to push the B Options to the forefront. It was intended to be an Informational Meeting and most had not seen or had time to review the options being presented.

After reviewing the B Options in detail and discussions with Village personnel, I learned the B2 Option involved moving the center line of the road. Additionally, the total footprint of the reconstruction would impact the north side of the road at least 3 times more than the south. The edge of the path, and the traffic on it, would be at least 9 feet closer to the homeowner's front door compared to where the edge of the road is currently. I was also made aware of the possibility the entire 12 foot expansion could potentially be placed entirely on one side of the road.

I felt this was something every resident should know regardless of their selection so I began knocking on my neighbors' doors on Bradley Rd from Mohawk to Lake Drive. Some residents were not aware of the Bradley reconstruction at all, some were not aware it had moved forward so quickly. None of the 19 neighbors I spoke with were aware the center line of the road would be moved with the B Options, and, not one individual knew a B Option would disproportionately impact one side of Bradley Road more than the other.

I'm concerned two weeks was not sufficient time for residents to research the reconstruction and respond. I certainly do not believe enough specific information was shared or clarification given. In addition to the center line being moved and the inequity of the impact, other details were unclear: Would it be a 2 foot or a 6 foot buffer or could it be 4 feet? Was it a 6 foot or 10 foot path or could it be a sidewalk? Was the swale outside the shoulder or is the swale under the path even though it's shown outside the path on the design? Was it a 5 foot swale or does the swale vary?

According to a report in the Comprehensive Plan, Bradley Road has less than a fourth of the traffic on Green Tree, and has less traffic than Calumet. I also looked at the 2019 article Pedestrian Safety, by Douglas Frazer. In the article Mr. Frazer wrote "Fortunately, the data indicates that Fox Point currently does not have an overriding hazardous pedestrian or traffic safety issue". (Mr Frazer's article was written during the time the Comprehensive Plan was being compiled.)

Comments to the Village came from only nineteen households, less than a third of all the households on Bradley. This decision should be based on an accounting of the residents and

when that decision is determined it should have an equal impact on all the residents on Bradley Rd. If it's decided the majority prefer a path or sidewalk, then it should not bring the edge of that path/sidewalk, and the traffic on it, closer to the front door of one side of the Bradley while the other side of Bradley has minimal impact, if any. That is not truly representative of all the residents.

I support Option C1. Some residents made other choices. As I stated in an email to the Village Trustees on March 23rd, I believe there are enough residents who are in support of options other than the B Options to suggest further discussion and clarification is warranted.

There must be an equitable solution and there were other options that presented an equal distribution of the impact to the residents on both sides of Bradley Road. I believe we need to find the best option for everyone.

I was told as of March 18th a final decision had not been made and the Village was waiting for the consultant's final report which would include the specific details of the impact to residents. Until that report is received we do not truly know what the B Options for the reconstruction of Bradley Road will look like.

When the final designs for Bradley Road are received I hope the board will review it's decision. I ask that at the very least, it be brought before the board for final approval before any bids may be accepted.

Respectfully submitted,



Laura Seider

[EXHIBIT C]

TO: Fox Point Village Board

FROM: Louise Petering, 7229 N. Santa Monica Blvd.

RE: Cobalt proposal and DPW/Village Hall Building

DATE: April 12, 2022

As a Planned Community, Fox Point provides its residents with assurance that investment in a home here is intrinsically guaranteed to remain such, an investment. The Plan, the Fox Point Comprehensive Plan and the Village Code assure retention of the character our community and home values.

Residents who invest here, need to have their investment respected by the Village Board. That means the original plans and the updates to those plans (as expressed in the 2019 Comprehensive Plan) remain firm guidelines for all development. Neither the original concept nor the Comprehensive Plan is to be modified for the convenience of anyone.

Having recently spoken to several neighbors along Santa Monica about the Cobalt proposal, it is clear that the residents in the area oppose it or any similar proposal. They are quite anxious that the Village Board is not listening. Residents pay taxes and their thoughts must be respectfully and seriously considered. They have invested here and expect their investment to be valued by the Board.

The Cobalt proposal threatens the ambience of the Village along Santa Monica. It is proposed for the Institutional District and non-compliant with Zoning Code minimum setback and average minimum lot width in the C district on the West side of Santa Monica. * Looking at the proposal from a tax base perspective, if the future tax base of the Village is to remain fair and consistent with its current distribution, every Zoning district in the Village must be maintained. Nonenforcement of code in one area will shift taxes to the areas of the Village where standards are enforced. I submit that the Cobalt proposal threatens not only Santa Monica neighborhood, but renders Zoning requirements everywhere malleable. The Village Board must maintain Zoning requirements - like lot open space and required setbacks. Doing so will assure the future viability of the Village as a desirable place to invest, live and recreate.

As the Village Board considers the Cobalt proposal, it must quickly address issues at the DPW/Village Hall. A few years ago, the Village Board wisely authorized a study of the DPW/Village Hall building by Barrientos. We cannot wait. Maintenance issues in the past several years were brought home in March with the failure of the building's boilers. Now is the time to act on the Barrientos recommendation that the facility remain at its current location. Everyone in the Village depends on the services of our competent DPW and Village staff. The cost of doing nothing is mounting. Materials costs and interest rates are rising.

[EXHIBIT D]

TO: Douglas H. Frazer
Eric Fonstad
Christine Symchych
Liz Sumner
Greg Ollman
Bill Kravit
Cathie Anderson Knight

FROM: Scott Seider
308 E. Bradley Rd.

DATE: April 12, 2022

Within the last several weeks, I spent time canvassing neighbors along Bradley Rd. with my wife and others to alert residents to possible changes and to the options available. For full disclosure, I did want residents who wanted the C1 Option to sign a petition to that effect and I made them aware of my position.

It became apparent when canvassing that it sometimes became difficult to explain options when the location of the centerline of the roadbed is not known as in Option B for example. Leading up to the canvassing, we had a reasonable idea of Option B's impact due to exchanges with the Village. As we understood, the roadbed might be moved 3 feet north or south which would result in an impact of 9 feet opposite. Later, we were to learn that if the roadbed were not shifted, it would result in an impact of 12 feet to the chosen side of the path. Then we learned that the path was likely to be on the north side as the south option was untenable due to an intersection of water main and storm sewer that would need DNR approval to do. This is by way of saying that the Village Board meeting vote of March 8, 2022, when the B options were approved for further review, did not take into account that these options were not well understood if at all. Further, it appears that the north B option was actually the only one being considered by Village personnel.

As a result of the apparent confusion, I was careful to say to residents that they might be impacted to a greater extent based on the option chosen. While some people preferred a path and some no change, I believe that regardless of their position many did not understand the impact the changes might bring.

In the end, I oppose any change to the present roadway for the following reasons:

1. When we moved to Fox Point over 25 years ago among the primary reasons for doing so were no sidewalks and no streetlights. This is not a small thing.

2. Any proposed path on one side or the other by its nature impacts one side to a greater degree than the other. This unnecessarily put a greater burden on the residents of one side of Bradley Road versus the other. Not good public policy I should think.

3. Any asymmetrical plan for a road like Bradley Road is just plain unsightly in my estimation. Green Tree Road is an example. The buffer zone there has a rutted appearance. I understand that if the B option were used for Bradley Road that the buffer zone would be wider, and the argument goes, would be more likely to support a grassy area. I don't believe so. One roll-in from the FedEx, UPS, Postal Service or a landscaper truck and trailer would end that in an instant. The buffer zone also would be the repository for mailboxes now lined up like soldiers in a row from Port Washington Road to lake Drive.

4. One could argue that a pedestrian pathway might not increase safety at all. This is cited in the Wisconsin DOT's "Wisconsin Guide to Pedestrian Best Practices" in its chapter on Designing Pedestrian Facilities.

"Motorist access across a sidewalk not only degrades the quality of the pedestrian environment, it also increases the potential for motorist-motorist and motorist-pedestrian conflicts. When providing access to adjacent property, the number of motorist access points across the pedestrian path should be minimized."

"...sidewalks on only one side of a street weaken overall system connectivity, threaten pedestrian safety, reduce mobility and impair accessibility. Where sidewalks are installed on only one side of the street, pedestrians are required to unnecessarily cross the street to meet their travel needs, particularly along transit and school bus routes."

Douglas Frazer in his article on Pedestrian Safety in the November 2019 Fox Point files noted that Fox Point does not have an overriding hazardous pedestrian or traffic safety issue based on reported data.

5. A recent annual average daily traffic report by the DOT is as follows: Green Tree Road 3500, Calumet Road 2300, Dean Road 880 and Bradley Road 840. On their face, these numbers do not support a need for a path in my estimation.

6. In the same article by Mr. Frazer cited above, it says that "...the village periodically evaluates what an extensive sidewalk or trail project would entail. A rough estimate of costs suggests that that this type of project would be cost prohibitive...". I understand that the ultimate cost of a path would not be as extensive as this suggests due to the fact that the roadway is being done as part of a planned redo. However, I cannot believe that there are not additional costs that would be borne by the village and hence taxpayers. Further, the maintenance and snow removal on the path would be part of a continuing burden to taxpayers.

To sum up, I believe that the Village has not shown that safety will be improved by the addition of a path or even widening of the road. In addition, I believe that budgetary considerations were not given weight in decision making, if at all. Further canvassing has shown that there is not a clear majority for a path versus no path. And last, it is troubling that the movement of the roadbed one way or the other is being considered given what must be significant cost.

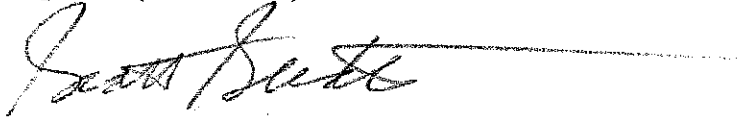
Based on what I believe was a poor understanding by residents and the Board of the variability of Option B and based on additional canvassing, I believe that C1 is the more appropriate option.

As an Addendum:

Even though I support no change, I must comment on the B options as they ultimately may be used. It appears Village personnel prefer the north option. If safety is an overriding factor, the south option is the only option. Bradley Road has through roads crossing at Mohawk, Regent and Santa Monica where a path would cross in either a north or south direction. However, in a north option, additional crossings, and the attendant interaction with vehicles, would occur at Navajo, Seneca, Whitney, Poplar and Links Way. Logic would argue against this. A south option would offer a more continuous and uninterrupted path. Additionally, in a south option, there are two long stretches where residents are not impacted, one at the Town Club and another at east end of Bradley Road at Lake Drive at the sculpture. If the Village is motivated by safety and logic, then the south option is the only option.

Additionally, I believe that shifting the roadbed is not fiscally responsible.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott Seider", with a long horizontal line extending to the right.

Scott Seider

4/4/22, 8:59 PM

No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinators...

No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinators

Israel Del Toro¹, Relena R. Ribbons²

Published September 22, 2020

Abstract

No Mow May is a community science initiative popularized in recent years that encourages property owners to limit their lawn mowing practices during the month of May. The goal of No Mow May is to provide early season foraging resources for pollinators that emerge in the spring, especially in urban landscapes when few floral resources are available. We worked with the city council of Appleton, Wisconsin, USA, to allow No Mow May to take place in May 2020. Four hundred and thirty-five property owners registered for No Mow May in Appleton. We measured floral and bee richness and abundance in the yards of a subset of homes ($N = 20$) located near regularly mowed urban parks ($N = 15$) at the end of the month. We found that homes that participated in No Mow May had more diverse and abundant flora than regularly mowed green spaces throughout the city. No Mow May homes had three times higher bee richness and five times higher bee abundances than frequently mowed greenspaces. Using generalized linear models, we found that the best predictor of bee richness was the size of the designated unmowed area, and the best predictors of bee abundances were the size of the unmowed area as well as floral richness. While our findings cannot conclusively attribute increases in bee abundances and richness to the No Mow May efforts, our data does show that bee pollinators make use of no mow spaces as key floral resources during early spring in the upper midwestern United States. A post-No Mow May survey revealed that the participants were keen to increase native floral resources in their yards, increase native bee nesting habitat, reduce mowing intensities, and limit herbicide, pesticide, and fertilizer applications to their lawns. The No Mow May initiative educated an engaged community on best practices to improve the conservation of urban pollinators in future years.

main article text

Introduction

As landscapes become increasingly urbanized, biodiversity is threatened by land use modifications, a changing climate, and poor management practices (Elmqvist, Zipperer & Güneralp, 2016). A notable component of the urban landscape in the United States is a monoculture lawn that is heavily manicured with frequent mowing, and chemically managed. In Wisconsin many lawns are typically seeded with fine fescue or Kentucky bluegrass and in the United States managed lawns account for a land surface area greater than any cultivated crop (Milesi et al., 2005). In order to protect as much biodiversity as possible, urban landscapes must be a careful balance of natural habitats, managed urban greenspaces (often consisting of large lawn areas), and functional urban spaces (i.e., spaces that can provide recreational services while maintaining healthy ecosystems) that can accommodate many species (Shelton et al., 2010). These urban spaces are the best habitat for

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinators...

Insects play a large role in a variety of critical ecosystem services that shape and maintain natural and urban landscapes (IPBES, 2016), and there is increasing recognition that their conservation is vital in light of trends of global insect declines. These ecosystem services include provisioning, cultural, supporting, and regulating services ranging from nutrient cycling to pollination (Prather et al., 2013; Noriega et al., 2018). One functional group of interest for protection are native pollinators which are integral to sustaining agricultural food systems (IPBES, 2016) and may play important functional roles in urban settings (Hall et al., 2017). Urban and suburban landscapes have the potential to protect and enhance wild bee diversity and abundances (Pardee & Philpott, 2014; Baldock et al., 2015; Baldock et al., 2019; Lowenstein, Matteson & Minor, 2015; Wilson & Jamieson, 2019; Wenzel et al., 2020) via careful policy development (Hall & Steiner, 2019) and promotion of pollinator friendly behaviors among the urban public (Hall et al., 2017; Zattara & Aizen, 2019; Cardoso et al., 2020).

The state of Wisconsin lists nearly 500 species of native bees (Wolf & Ascher, 2008). In the city of Appleton, we have previously documented 89 species of wild bees in urban green spaces and suburban nature reserves (Anderson et al., 2017–2018, unpublished data). Some of these are early emerging species, coming out of winter hibernation between late April and early June, as temperatures go above freezing and daylength increases in Northeast Wisconsin. During this time, there may be limited forage available, especially in fairly homogenous mowed urban lawn environments, where herbaceous vegetation is not given enough time to flower. The flora in these lawn areas may provide abundant forage for urban wild bees (MacIvor, Cabral & Packer, 2014).

The displacement of native wildflower and tree forage by lawns has removed a vital early season nectar and pollen resource for many pollinators, including bees. One initiative that was popularized in the United Kingdom through the organization Plantlife (2020), aimed at allowing flowers to bloom in lawns throughout the month of May to provide the floral nectar needed for pollinators. This initiative has been dubbed “No Mow May” and led researchers to follow up with an “Every Flower Counts” community initiative to document which flowers were common to their blooming lawns. Additionally, previous work has shown that reducing mowing intensity will have positive impacts on urban bee abundance and diversity (Lerman et al., 2018, Wastian et al. 2016) but it remains unclear how generalizable these results are. Other initiatives that promote the creation of bee habitat in urban landscapes include the “Lawns to Legumes” project Minnesota (<https://bwsr.state.mn.us/I2I>) and the Xerces Society’s and National Pollinator Network’s “Million Pollinator Garden Project” (<http://millionpollinatorgardens.org/>). These national efforts are also complemented by more localized efforts with similar pollinator protection project like the “Appleton Pollinator Project” (<http://www.BYOBEEZ.org>).

The goal of No Mow May in Appleton, Wisconsin was to increase the floral forage resources critical for early emerging pollinator species. A second goal of this initiative was the outreach and education regarding the protection of native wild pollinators in urban and suburban settings. Our main objective was to test whether not mowing during the month of May had an effect on bee richness and abundances in the city of Appleton WI, USA. We did this by comparing bee richness and abundances in No Mow May participant’s lawns, relative to regularly mowed parks in the city. We also aimed to document the diversity of floral resources in both the mowed parks and the unmowed lawns as these are likely the resources that bee pollinators are using in urban yards. Our final objective was to document community perspectives after participating in the No Mow May initiative to see how landowners plan to manage lawns in the future and enhance pollinator friendly practices.

Materials & Methods

Study area

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

population of 74,098 with upwards of 30,000 households (US Census estimates July 2019). The average low temperature in Appleton for the month of May was 1.4 °C and the average high was 12.1 °C (National Weather Service). We selected 20 homes in five neighborhoods of the city of Appleton (presented as Fig. 1) to sample bee richness and abundance during the final week of No Mow May (May 25 to May 30, 2020), with the help of eight volunteers. Homes were selected based on being unmowed through the entire month, and their proximity (within 1 km) to the focal parks where bee diversity was also evaluated. Whenever possible, homes were separated by at least 100 m to reduce the likelihood of resampling individual bees at multiple homes.

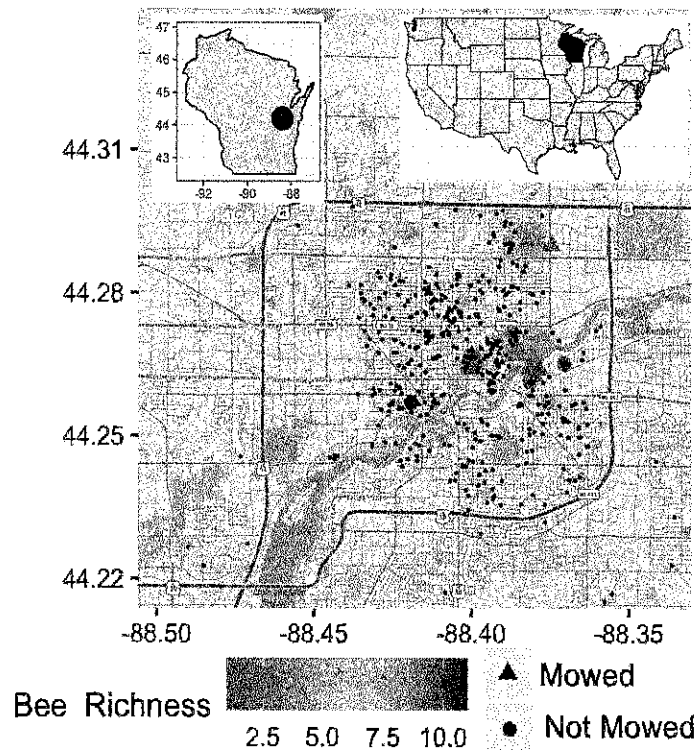


Figure 1: Map of the study area.

Map of the city of Appleton showing participating homes in No Mow May (black points) created in ggmap (Kahle & Wickham, 2013). Color points indicate lawns and colored triangles show green spaces where bee diversity and abundance were recorded. Insets show the location of Appleton in the state of Wisconsin and a national map of states with Wisconsin colored in.

DOI: 10.7717/peerj.10021/fig-1

The No Mow May initiative in the city of Appleton consisted of 435 registered participants (Fig. 1), or ~1.5% of Appleton residences. There was also participation in the city by many unregistered participants, but we were not able to quantify what percentage of the city did not register yet still participated in No Mow May. Of the 435 registered participants, 130 responded to the post-No Mow May survey, a ~30% response rate. At the subset of 20 homes the mean unmowed area was 195 sq. meters, ranging from 91 sq. meters to 446 sq. meters.

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinators...

The No Mow May efforts in the city of Appleton WI USA (Fig. 1) required the approval and close collaboration with the city government and city residents. The city has strict guidelines on lawn care practices including a residential 20 cm (8 inch) allowed maximum lawn height in residential properties and 31 cm (12 inch) maximum lawn height in commercial properties. Local government officials petitioned the city to waive the ordinance for the month of May 2020. After multiple meetings, discussion with city officials, and a vote in the city common council the resolution was approved in April 2020. Community members of the city of Appleton were asked to register their homes as participants of No Mow May via an online form. A local pollinator advocacy group, The Pollenablers Fox Cities, worked on outreach and education to inform the community of Appleton of the agreed upon rules and regulations of the No Mow May initiative via instructional videos, social media, and printed materials. Many of these materials can be found on the Appleton Pollinator Project website (<http://www.BYOBEES.org>). 

Data collection

We used standardized timed sweep netting as our method of bee collection. At each home we measured the area designated by the resident as a unmowed area and standardized our sampling based on square meters. For each sampling location, we standardized sampling by dedicating one-person hour of sampling per 200 square meters of unmowed area. Sampling was completed only during fair weathered days when air temperatures ranged from 21 °C to 27 °C, mostly sunny and clear skies and low wind speeds <8 kph (there was one day of rain which prohibited sampling). As we netted suspected bee specimens, the bees were moved into storage mason jars. Collected bees were identified in the field using a well-established and verified reference collection for the city of Appleton (obtained from (Anderson et al., 2017-2018, unpublished data)), then released once the sampling period was concluded at each site. Unknown specimens were stored in 70% ETOH, and taken to the laboratory for subsequent identification using various keys and regional lists (Wolf & Ascher, 2008; Williams et al., 2014; Wilson & Carril, 2015; Gibbs et al., 2017).

At each home we compiled a flowering vegetation species list, and measured percent cover in five 1-square meter plots of herbaceous vegetation relative to lawn grasses or bare ground. We selected the vegetation plot locations randomly after gridding the total lawn area and using random number generators to designate percent cover plot locations within that grid. For subsequent analyses we used the mean of these five vegetation assessments as a predictor of bee richness and abundance. Plants were identified to species through personal knowledge and using University of Wisconsin herbarium keys (University of Wisconsin Herbarium, 2020) where necessary. We also sampled 15 mowed areas in the city of Appleton, intended to serve as a standardized mowed plot comparison for lawns. The city of Appleton manages these parks by mowing every 5 to 7 days, applying vinegar-based solution as an herbicide and unspecified fertilizers. Individual lawns that were regularly mowed would be a useful comparison, but given the opt-in nature of this experiment, individuals who did not express interest in the program (regardless of ability to participate) were not numerous enough to serve as a sufficient standardized control. At each park we sampled 150 square meters for a total duration of 45 min to remain consistent with our sampling methods of residential yards. All park plots were a minimum of 100 m apart from each other to help reduce the probability of recapturing bee specimens in multiple plots. We acknowledge that for some of the larger species, foraging ranges exceed 100 m and every effort was made to avoid resampling and recapturing sampled individuals. While park plots and lawns do have distinctive differences in function and use, we used parks due to logistics of acquiring approval for sampling and the consistency of lawn care practices applied to all parks throughout the city.

Post no mow may survey

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

Did you see pollinators in your yard this year? and (2) Did you see more flowers in your yard this year? We also asked participants how their mowing habits might change as a result of No Mow May and offered a checklist of things they could do in their yards to help local pollinators. The Lawrence University Institutional Review Board (IRB: 5_10Del Toro) approved this questionnaire and all responses were kept fully anonymous and confidential. No identifying or demographic information was collected. Informed consent was obtained from participants and IRB details were shared with participants when they completed the online form.

Data analyses

All analyses and plots were completed using the R statistical software v. 4.0.0, "Arbor Day" (R Development Core Team R, 2014). We compared the medians of observed bee richness (the total number of species present in a given site) and abundance in mowed and unmowed lawns using a Kruskal Wallis comparison of means. We used this non-parametric alternative due to relatively low sample sizes and variation in the normality of the data. We then used floral richness, percent cover of herbaceous flowering vegetation, and size of the sampling area as predictors of bee richness and abundance in a generalized linear model (glm) assuming a Poisson family distribution, which is required for count data. The glm was simplified using step-wise variable selection using the function "stepAIC" in the MASS package (Venables & Ripley, 2002), based on the Akaike Information Criterion (AIC).

Results

Floral and bee diversity

The most common and abundant floral resources in lawns and greenspaces are reported in Table 1, with *Taraxacum officinale*, the common dandelion, present in all home lawns and at 73% of urban park lawns, making it the most abundant plant and floral resource in lawns (Table 1). Floral richness and abundance were higher in unmowed lawns relative to mowed greenspaces (Kruskal-Wallis chi-squared = 14.49, $df = 1$, $p = 0.0001$ for Richness, Kruskal-Wallis chi-squared = 16.82, $df = 1$, $p = 0.000004$ for floral density). Mowed Areas had 36% fewer plant species and 34% lower flower density than not mowed areas (Fig. 2). The complete floral species list can be found in the supplementary material.

Table 1:

List of the most common flowering plants in home and park lawns.

Name	Common Name	Percent of homes present	Percent of parks present
<i>Taraxacum officinale</i>	Dandelions	100%	73%
<i>Viola papilionacea</i>	Violet	95%	20%
<i>Trifolium repens</i>	White Clover	80%	60%
<i>Glechoma hederacea</i>	Creeping Charlie	75%	13%
<i>Capsella bursa-pastoris</i>	Shepherd's Purse	75%	40%
<i>Plantago major</i>	Plantain	70%	53%
<i>Cirsium arvense</i>	Canada Thistle	30%	7%

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

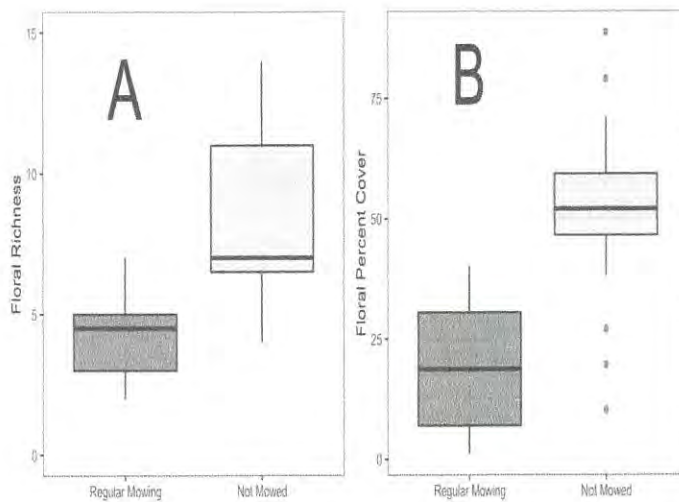


Figure 2: Boxplot of floral richness and percent cover comparisons.

Boxplot showing higher median floral density (A) and richness (B) in No Mow May lawns ($n = 20$) relative to regularly mowed areas ($n = 15$).

DOI: 10.7717/peerj.10021/fig-2

We collected a total of 321 bees, consisting of 33 bee species, during the week of intensive sampling. The five most abundant species were *Lasioglossum cressoni*, *Hoplitis pilosifrons*, *Melissodes bimaculatus*, *Apis mellifera*, and *Bombus impatiens* which accounted for 65% of all observed individuals. Bee abundances and richness were higher in unmowed lawns relative to the regularly mowed green spaces (Kruskal-Wallis chi-squared = 19.72, $df = 1$, $p = 0.00000006$ for bee abundance and Kruskal-Wallis chi-squared = 16.69, $df = 1$, $p = 0.00004$ for bee richness). Median bee abundances were nearly five times higher and bee richness was three times higher in unmowed lawns relative to regularly mowed plots (Fig. 3, Table 2).

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

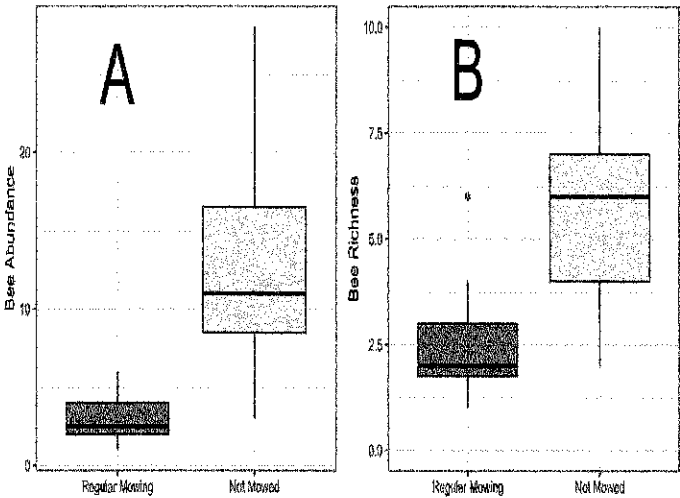


Figure 3: Boxplot of bee abundance and richness.
Boxplot showing higher median bee abundance (A) and richness (B) in No Mow May lawns ($n = 20$) relative to regularly mowed areas ($n = 15$).
DOI: 10.7717/peerj.10021/fig-3

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

Table 2:
List of bee species and abundances collected in this study.

8

Family	Species	Count in mowed sites	Count in unmowed sites
Andrenidae	<i>Andrena crataegi</i>	4	8
	<i>Andrena cressoni</i>	3	8
	<i>Andrena miranda</i>	0	6
	<i>Andrena wilkella</i>	0	1
Apidae	<i>Apis mellifera</i>	1	17
	<i>Bombus impatiens</i>	2	15
	<i>Bombus rufocinctus</i>	0	1
	<i>Bombus vagans</i>	1	6
	<i>Ceratina calcarata</i>	0	4
	<i>Melissodes bimaculatus</i>	3	16
	<i>Melissodes denticulatus</i>	2	0
	<i>Melissodes desponsus</i>	0	1
	<i>Melissodes druinellus</i>	2	1
	<i>Melissodes rustica</i>	1	1
	<i>Nomada cressoni</i>	0	7
Halictidae	<i>Agapostemon virescens</i>	3	7
	<i>Augochlorella aurata</i>	0	3
	<i>Augochlorella pura</i>	2	5
	<i>Halictus ligatus</i>	0	6
	<i>Halictus rubicundus</i>	0	1
	<i>Hoplitis pilosifrons</i>	12	22
	<i>Hylaeus modestus</i>	0	2
	<i>Hylaeus mesillae</i>	0	3
	<i>Lasioglossum coriaceum</i>	1	4
	<i>Lasioglossum cressonii</i>	22	98
	<i>Lasioglossum laevissimum</i>	1	5
	<i>Lasioglossum pilosum</i>	0	1
	<i>Lasioglossum zephyrum</i>	1	2
	<i>Sphecodes cressoni</i>	1	1
	<i>Sphecodes dichrous</i>	0	1
Megachilidae	<i>Anthidium manicatum</i>	0	1
	<i>Megachile campanulae</i>	1	0
	<i>Osmia pumila</i>	0	4

DOI: 10.7717/peerj.10021/table-2

Generalized linear model results show that bee abundance is best predicted by the additive effects of total area that remained unmowed and the floral richness at each lawn (AIC of reduced model = 199.51, Null Deviance = 170 on 31 Degrees of Freedom. However, bee richness was only best predicted by the effect of the total area that was not mowed (AIC of the reduced model = 144.69, Null Deviance = 56.48 on 32 Degrees of Freedom). The full stepwise model summary is available in the supplementary material. Floral density, while significantly higher in unmowed lawns, did not have a significant effect on bee abundance or richness.

Post-no mow may survey results

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No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

Based on the two perception questions that we asked participants (1) Did you see pollinators in your yard this year? and (2) Did you see more flowers in your yard this year? About 60% of respondents noticed a few more or a lot more pollinators and flowers in their lawns this year, and about 20% noticed no change or fewer pollinators and flowers than normal in their yards during the month of May.

We also asked participants how they might modify their lawn management practices. 77% of respondents pledged to reduce or eliminate the use of chemical herbicides or pesticides in their lawns, 62% pledged to reduce or eliminate the use of chemical fertilizers in their lawns, 57% planned to increase native pollinator habitat in their yards and lawns, and 48% planned to plant native floral resources as forage for pollinators. Eighty seven percent of participants said they would participate in No Mow May again in future years.

Discussion

Urban environments can provide opportunities for promoting floral resources for pollinator conservation, which are especially important for early emerging bee species during a time of year when food resources may be scarce. Our findings are consistent with Lerman & Milam (2016) who documented bee abundance in suburban landscapes in Western Massachusetts and suggested that spontaneous lawn flowers offer supplemental floral resources that can support pollinators. Lawns can provide important food sources that promote healthy pollinator populations in urban ecosystems, if managed intentionally. The data we provide here adds to the growing body of literature that urbanized landscapes can provide sufficient forage for wild bees and enhance bee diversity and abundances (Fetridge, Ascher & Langelotto, 2008; Pardee & Philpott, 2014; Lowenstein, Matteson & Minor, 2015; Hall et al., 2017; Baldock et al., 2019). We suspect that as more floral resources become available towards the end of spring and into summer, wild urban bees will transition to using additional foraging resources which may not be common species in traditional lawn or grassy areas, however this pattern remains to be documented.

No Mow May lawns have a fivefold higher bee abundance and threefold higher bee species richness compared with regularly mowed areas. This is the first study, to our knowledge, to document the specific observed effects of No Mow May practices on bee abundances and richness. Previous studies have detailed that different mowing practices will impact the diversity and abundances of insects (AndreasUnterweger, Rieger & Betz, 2017) including bees (Lerman & Milam, 2016; Lerman et al., 2018). Generally, higher mowing intensity is negatively associated with decreased abundances and diversity. Our rapid assessment offers support for the same effect of mowing practices during early spring in the Upper Midwestern USA on urban bee diversity and abundance. We found that the area of lawn that was not mowed was a key predictor in both bee abundance and richness while plant species richness only helped to explain bee species richness (glm results). The positive relationships between increased area corresponding to increased species abundance and richness, (i.e., "Species Area Relationship"), are well documented in the ecological literature (Dengler, 2009) and seem to apply to the patterns detected in urban ecosystems as well (Matthies et al., 2017). The pattern of increased plant richness correlating with increased bee richness is consistent with the ecological patterns of "diversity begets diversity" where increased richness in one taxonomic group promotes richness in a closely associated group (e.g., when habitable or usable space is limited Maynard et al., 2017). From an applied perspective, if clusters of neighbors were to participate in No Mow May initiatives then bee species richness and abundance should consequently increase in these yards as a result of having a larger undisturbed contiguous area. The positive effect of plant species richness on bee species richness is consistent with the more heterogenous and diverse landscapes tending to provide increased niche

4/4/22, 8:59 PM

No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

Bees are amongst the key insect groups that provide essential ecosystem services (IPBES, 2016; Noriega et al., 2018). While the agricultural value of bee's providing pollination ecosystem services has been thoroughly explored (Hanley et al., 2015), their roles in providing these services in urban ecosystems remains poorly understood. It likely that bees also provide a valuable pollination ecosystem service in urban landscapes (Normandin et al., 2017). Previous work has shown that if the conservation goal is protection of species (and consequently the ecosystem services they provide), then cities are likely to play essential roles as they can be home to as many if not more species than "natural" habitats (Baldock et al., 2015).

10

The No Mow May initiative in the city of Appleton went beyond the reduction of mowing practices in the community. This initiative also started a community-wide discussion on best practices for pollinator conservation. Even though not all community members were participants in No Mow May, this city-wide initiative offered educational opportunities through social media platforms (<http://www.facebook.com/pollenablers>), traditional media interviews (television, radio and newspaper) and by word of mouth on the benefits of transforming lawns into pockets of urban habitat that can support and harbor native biodiversity. We aim to more accurately quantify how these educational efforts are being received by the city of Appleton in future years. We promoted best practices that have positive effects on our pollinator communities like the planting of native wildflowers (Pardee & Philpott, 2014), increasing wild bee nesting habitat (Harmon-Threatt, 2020) and reducing herbicide and pesticide use (Muratet & Fontaine, 2015; Aronson et al., 2017). As this initiative grows in the city, we aim to expand our education and outreach efforts so that a broader audience is reached and hopefully motivated to participate. Although we did not evaluate how widespread these practices are in Appleton, some of the city has now been exposed to educational opportunities needed to promote a more sustainable and pollinator friendly community. In general, communities tend to be aware of the importance of bees in urban ecosystems but lack education on how to better protect them (Wilson, Forister & Carril, 2017), or ways to participate in community initiatives (Bloom and Crowder, 2020).

In a "snapshot" study of this nature, the role of community involvement and buy-in was essential. From a study design perspective, we had the capacity to choose our sampling locations from over 400 sites around the city, allowing for a robust, standardized, and systematic sampling design. Due to logistical constraints, and the necessity for rapid inventory, we subsampled from five neighborhoods around the city. Our study enhanced awareness of key ecological and conservation issues, improved the general public's understanding of urban ecosystems, provided community members the opportunity to participate in data collection all of which are common individual and programmatic outcomes of any community science project. We hope that our efforts have also enhanced trust and communication between the general public and the local scientific community which is can be a desirable community-level outcome of a project like No Mow May (Jordan, Ballard & Phillips, 2012). We anticipate that, with the resulting data, community involvement in development of pollinator protection policy at the city and regional level is a likely future direction, which is also a valuable outcome of community science (Adler, Green & Şekercioğlu, 2020). As an example, alderpersons are currently drafting city ordinance proposals to enhance pollinator habitat along community trails, new housing developments, electric line corridors and water management retention ponds. As many community science projects can attest, communities are interested in education and participation in the scientific process. No Mow May is an initiative that exemplifies the adaptability and interest of landowners in moving towards conservation practices that promote healthier and more resilient ecosystems.

Lawns are easily accessed urban spaces that can serve to protect native biodiversity. We suspect that for a city the size of Appleton (65 square kilometers) at least 100 acres (40 hectares) of lawn area can be managed to provide early season forage for native pollinators by engaging in initiatives like No Mow May. The notable higher abundance and richness in unmowed areas suggests that the very least, the

4/4/22, 8:59 PM

No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

April in warmer parts of the country. We also recognize that this rapid biodiversity assessment is a snapshot of what occurs seasonally in urban ecosystems. Describing the diversity patterns of bees in urban settings is a complex ecological story. While the effect of not mowing during the month of May is documented here, there are additional drivers (e.g., regional floral diversity, access to water and proper nesting substrate, lawn mowing frequency and intensity) and correlates of bee richness and abundances that should be carefully explored in future studies. Ongoing work seeks to investigate the longitudinal patterns of urban bee diversity in this region of the United States as well as a more detailed understanding of environmental attributes of urban greenspaces that can enhance pollinator activity and diversity (Anderson et al., 2017–2018, unpublished data). We aim to continue our sampling and outreach and education efforts by expanding this effort to the entire Fox Cities Region in 2021 and promote a state-wide No Mow May effort in subsequent years.

Conclusions

The effect of our No Mow May effort documented increases in both urban bee and floral abundances and diversity. We found that the area that remains not mowed was the strongest predictor of bee abundance and diversity, while floral species richness also contributed to explaining bee species diversity in mowed and unmowed areas in the city of Appleton. Based on our survey results, we found strong community enthusiasm regarding this initiative with the majority willing to continue this and other pollinator friendly practices in their homes and neighborhoods. In order to ensure that lawns can maximize pollinator biodiversity protection, and valuable cultural ecosystem services then we have to think critically about new norms for lawn maintenance which are more effective when implemented at the neighborhood and community levels (Nassauer, Wang & Dayrell, 2009). In our case, Appleton city residents' perceptions are often that well-manicured and low "weed" diversity lawns are preferable. However, from a conservation and ecological perspective these types of lawns may not be in line with the community biodiversity conservation values. One way to overcome this issue is by increasing community outreach and awareness about the importance of protecting urban bees and providing important foraging resources for them. Additionally, future research directions should aim to explore the city's aesthetic perceptions of mowed lawns relative to unmowed lawn alternatives, because this information can help shift public opinion, reinforce existing positive perceptions of flowering lawns and address the city's concerns about pollinator protection initiatives (Ramer et al., 2019).

Supplemental Information

Additional Information and Declarations

Competing Interests

The authors declare there are no competing interests.

Author Contributions

Israel Del Toro conceived and designed the experiments, performed the experiments, analyzed the data, prepared figures and/or tables, authored or reviewed drafts of the paper, and approved the final draft.

Relena R. Ribbons conceived and designed the experiments, performed the experiments, authored or reviewed drafts of the paper, and approved the final draft.

4/4/22, 8:59 PM No Mow May lawns have higher pollinator richness and abundances: An engaged community provides floral resources for pollinato...

The Lawrence University Institutional Review Board granted ethical approval to carry out the citizen surveys (IRB: 5_10_20_deltoro).

Data Availability

The following information was supplied regarding data availability:

The data are available in the Supplementary Files.

Funding

The authors received no funding for this work.

We would like to thank the city of Appleton for allowing the No Mow May initiative, especially Alderpersons Schultz, Metzler, Martin, and Fenton for their support in writing the ordinance that allowed the community of Appleton to grow out their lawns. We also thank the following volunteers that contributed by helping sample neighbor's lawns and urban green spaces, Joan Ribbons, Beth Johnstone, Kim Grummer, Mario Seaman, Reiko Ramos, and 3 anonymous volunteers. We thank all Appletonians who participated in No Mow May, their efforts and interest has generated an informed community with a keen focus on pollinator protection. We appreciate the thorough input of Douglas Martin on previous drafts of this work. We also acknowledge that the city of Appleton is registered with the Xerces Society as a member of the Bee City USA program.

Kelly Meyer

From: Scott Botcher
Sent: Tuesday, April 12, 2022 9:57 AM
To: Kelly Meyer
Subject: FW: Cobalt Proposal

Your copy. 

From: Christine Symchych <csymchych@villageoffoxpoint.com>
Sent: Monday, April 11, 2022 6:09 PM
To: Scott Botcher <sbotcher@villageoffoxpoint.com>
Subject: Fw: Cobalt Proposal

Please distribute

thx

From: Jack Douthitt <jack.douthitt@gmail.com>
Sent: Monday, April 11, 2022 8:22 AM
To: Christine Symchych <csymchych@villageoffoxpoint.com>
Subject: Cobalt Proposal

To Christine Symchych
Trustee
Fox Point Village Board:

As a resident of Fox Point for almost thirty years, I am seriously opposed to the proposal from Cobalt to relocate the Village facilities and build housing on the property now housing the Village facilities.

My Reasons:

1. Building housing on the current Village property on Santa Monica is a very bad idea. It is right next to the railroad tracks which are heavily used. I live on Lake Drive just across from the Village facility. When the 6:10 am train comes through and blows its whistle it jars everybody awake. And I live probably 100 yards from the track. I can't imagine how anyone would want to live immediately adjacent to the track when that happens. No one will want to live in a \$500,000 house with a train running through their backyard multiple times a day. Their kids won't even be able to play in the backyard without a big impervious fence to protect them! It is a location that is not conducive to housing because of the trains.

The people who originally laid out the village were very smart in locating the Village facilities where they did. They knew that putting housing immediately next to the railroad track was not conducive to the type of community they were developing. We must be as smart as they were and keep the Village facilities in their current location.

2.The Cobalt proposal would take the messy, and noisy, areas associated with the Public Works Department away from the railroad tracks (where it is not a nuisance to anyone) and move it to a location that is right across the street from a developed residential area. Not a good move.

3. Cobalt's proposal would also divide the Village departments into several physical locations that are remote from each other. Locating the Village administrative departments in separate locations will create long term problems that cannot be easily remedied.
 4. According to the information I have seen, the population of Fox Point is predicted to decline by almost 5% in the next decade. That doesn't show a need for more housing in the Village. If Cobalt thinks more housing is needed let them build apartments on the properties they currently own/control on Port Washington Road.
 5. The Cobalt proposal would require the Village to borrow money to hire an Architect and finance the new construction, while still owning the property on Santa Monica. That is a lot to have to pay for when any tax benefits would be far down the road. And, Cobalt's estimates of the future tax benefits may or may not be accurate.
- Even if Cobalt's estimates of future tax benefits are accurate, all those new residents of Fox Point will require additional community services. Such as water, sewer, roads, schools, and fire and police protection. There is a cost associated with all of those services. Much of the additional tax base will be needed to provide community services, and is not all "extra" money to pay off the bonds required to make this move.
6. The Cobalt proposal would put the current Village property on the tax roll but it would take the property that the Village facilities would be moved to OFF the tax roll. So, there is no advantage to the Village there.
 7. Cobalt's documents show the potential value of the property currently occupied by the Village facilities as 20MM while the same documents show the potential value of where they want to relocate the Village facilities as 1-3MM. First of all, I would question their estimate of 20MM after the property has houses built upon it. In my opinion, that is an unrealistic number. However, if it is even closely accurate, then their proposed trade of properties does not give the Village fair value for its current property.
 8. It seems to me that Cobalt's goal is to get rid of property they own/control on Port Washington Road that they cannot sell. But that is their problem. Not the community's problem.

I realize that the Village needs to upgrade its current facility and I am willing to support that, but the proposal from Cobalt is not the way to do it. Their proposal degrades the environment that the Village has created over the years and, maybe even worse, creates long-term problems that the Village would eventually have to resolve in the future.

Sincerely,

Jack Douthitt
7026 North Lake Drive
Fox Point, WI 53217
Telephone 414.248.6913

Kelly Meyer

From: Scott Botcher
Sent: Tuesday, April 12, 2022 9:58 AM
To: Kelly Meyer
Subject: FW: Redevelopment of municipal property

Your copy.

Scott A. Botcher
Village Manager
Village of Fox Point
414-247-6620



From: csymchych@wi.rr.com <csymchych@wi.rr.com>
Sent: Monday, April 11, 2022 6:14 PM
To: Scott Botcher <sbotcher@villageoffoxpoint.com>
Subject: FW: Redevelopment of municipal property

Please distribute
Thank you!

From: Ted Durant <teddurant@mac.com>
Sent: Friday, April 8, 2022 11:15 AM
To: Christine Symchych <csymchych@wi.rr.com>
Cc: Beth Durant <BethDurant@sbcglobal.net>
Subject: Redevelopment of municipal property

Hi Christine -

For what it's worth, if the village is going to relocate its buildings, I would prefer to see the pool and municipal properties converted to commercial space, rather than residential. In my opinion the village would benefit from having more shopping and dining in that area, which is walking distance for a large percentage of the Village. Along with that, it would be helpful to have a controlled pedestrian crossing at Green Tree and Lake.

Ted Durant

Kelly Meyer

From: Scott Botcher
Sent: Tuesday, April 12, 2022 9:57 AM
To: Bill Kravit; Catie Anderson Knight; Christine Symchych; Douglas Frazer; Elizabeth Sumner; Eric Fonstad; Greg Ollman
Cc: Kevin Ausman; Kelly Meyer
Subject: FW: Village of Fox Point -- Cobalt Proposal

Follow Up Flag: Follow up
Flag Status: Completed

Good morning,

As requested.

Scott A. Botcher
Village Manager
Village of Fox Point
414-247-6620



From: Douglas Frazer <dhfrazer@villageoffoxpoint.com>
Sent: Tuesday, April 12, 2022 9:55 AM
To: Scott Botcher <sbotcher@villageoffoxpoint.com>
Subject: Village of Fox Point -- Cobalt Proposal

Please share with VB.

From: Nathan Bernstein <nbernstein@josephpropertydevelopment.com>
Sent: Tuesday, April 12, 2022 9:24 AM
To: Douglas Frazer <dhfrazer@villageoffoxpoint.com>
Cc: 'Scott Yauck' <syauck@cobaltmke.com>
Subject: RE: Village of Fox Point -- Cobalt Proposal

Good Morning Doug:

Although we do not know each other, I am a constituent of yours and I know both you and your wife by reputation. Professionally I manage Robert Josephs' commercial RE portfolio and my wife Shannon, daughter Talia, and I live in the village. As a resident (7425 N. Lombardy, across the street from the ice rink), and former board president of

MJDS, I am vested in Fox Point and specifically in the outcome of this particular development opportunity as it is directly across the street from my home.

Because our company does business with Cobalt, I have witnessed Scott's success throughout the metro area in weaving seemingly disparate pieces together to form valuable and community changing assets that are higher and better uses of space. Although the outcome of this endeavor is unknown at this time, I support the village board moving the process forward so as to determine if and how this can be a transformative (and positive) project for our community, and an attribute and welcome addition for my little neighborhood.

I am available upon request to discuss any of this at any time. Thank you in advance for your consideration.

I hope you and your family have a wonderful Passover.

Nathan

Nathan Bernstein
Director of Commercial Real Estate
Joseph Property Development, LLC
117 N. Jefferson St. – Suite 200
Milwaukee, WI 53202
414-988-7883 Direct
414-277-7770 Fax
www.josephpropertydevelopment.com

From: Scott Yauck <syauck@cobaltmke.com>
Sent: Tuesday, April 12, 2022 9:09 AM
To: Nathan Bernstein <nbernstein@josephpropertydevelopment.com>
Cc: Douglas Frazer <dhfrazer@villageoffoxpoint.com>
Subject: Village of Fox Point -- Cobalt Proposal

Nathan,

Douglas Frazer is cc'd for your reference. Thanks!

SCOTT YAUCK
President/CEO



400 North Broadway, Suite 100
Milwaukee, WI 53202
(O) 414.271.5000 (C) 414.406.6558

April 12, 2022

Message to Fox Point Village Board from village resident Sharon Madnek.

After consideration of the project details and discussion with knowledgeable parties to clarify certain particulars, I would not categorically oppose the Cobalt proposal with certain modifications related to the density of the development along Santa Monica Blvd. Limiting the study of comparable lot sizes to Santa Monica provides a very narrow context, while homes immediately across from the proposed development would provide a more reasonable comparable. And at that point, why not include all single family homes west of Lake Drive? Making significant increases in available single family housing in such a small area of Fox Point can negatively impact overall existing home values west of lake drive, as well as the perceived prestige/attractiveness of Fox Point as a village compared to other nearby communities. That this proposal is perceived by some as the only plausible proposal on the table should not make residents feel backed into a corner to accept terms that may have negative collateral consequences for decades to come. As a compromise, and mindful of the developer's willingness to work with the village to clean up the blighted areas along Port Washington Rd, I suggest that Cobalt consider the feasibility of limiting density to a maximum of 25 homes.



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: May 3, 2022
Re: Recommendation for Acceptance of Quote for 2022 Private Property Infiltration and Inflow Project

Fox Point operates two lift stations on Beach Drive – lift station 1 located at 8000 North Beach Drive and lift station 2 located in the 7900 block of North Beach Drive. Starting as early as 2008 (and possibly earlier), we would experience sanitary sewer overflows in both lift stations (twelve reported events since 2010). Staff worked with our consultant to line our sanitary sewer mains tributary to both lift stations as well as private property laterals that were contributing infiltration and inflow into the system. While that helped reduce the number of incidents at lift station 1, we continued to experience high level alarms and overflows in lift station 2.

The source of the infiltration and inflow into the system (the sanitary main drains from on top of the bluff on Goodrich Lane down to lift station 2 on Beach Drive) was perplexing as we had lined/repared our sanitary sewer mains and rehabilitated laterals found to be sources of infiltration and inflow. In 2020, staff worked with our consultant to perform smoke testing of the sanitary sewer main and manholes tributary to lift station 2. During the smoke testing, our consultant and a property owner noticed smoke billowing out of a depression that exists in a portion of the yard at 1441 East Goodrich Lane.

After making contact with the property owner, Village staff performed dye water testing of the depression and found that the water injected into the ground was draining into our sanitary sewer system. While this seemed to be a strange connection, the property owner informed us that the original house on the parcel (from the 1920's or 1930's) actually existed over the top of what is now the depression in the yard. When the house was razed in the late 1950's or early 1960's (based on a review of aerial images), it appears that the lateral was never properly abandoned. As a result, every time it rains, stormwater enters the sanitary sewer system which we believe to be a main source of our reported overflows.

In 2021, staff began working with MMSD on an appropriate rehabilitation project to eliminate this source of infiltration and inflow. A work plan was developed in late 2021 which was approved in early 2022. The work plan calls for the lateral that has existed for nearly 100 years to be properly abandoned and for the lateral that serves the current house on the parcel to be lined. However, MMSD has authorized only one contractor to perform lateral lining – Mr. Rooter. Staff and our consultant worked with Mr. Rooter to obtain a quote to perform the work while at the same time working with MMSD to secure the funding agreement.

Mr. Rooter has submitted a quote in the amount of \$24,357.59 to perform the work. In addition to abandonment of the old lateral and lining of the current lateral, Mr. Rooter is required to grade the depression toward a ravine to ensure that there is no infiltration or inflow into the depression area. MMSD has provided a funding agreement to the Village in the amount of \$40,000 to perform and inspect the work.

Therefore, it is my recommendation that the Village Board accept the quote from Mr. Rooter in an amount not to exceed \$24,357.59 to perform the work and authorize the Village Manager to sign the contract. The Village has budgeted \$40,000 to perform the work and will be reimbursed for our costs associated with the elimination of the infiltration and inflow.

AGREEMENT

THIS AGREEMENT is by and between Village of Fox Point (hereinafter called OWNER) and Mr. Rooter (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Abandonment of a 6-inch clay lateral, CIPP lining of the remaining lateral, backfill and grading of depression to shed water away from location of infiltration, and video documentation of all work at 1441 East Goodrich Court.

ARTICLE 2. - THE PROJECT

2.01 The Work may be the whole or only a part of the Project, which is generally described as follows:

The Project is the Work.

ARTICLE 3. PUBLIC WORKS

3.01 The Project has been designed by Kapur & Associates and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4. - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before August 31, 2022, and completed and ready for final payment on or before September 30, 2022.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the paragraph 4.02 above, plus any extensions thereof as may be specifically described in the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for Milestones and Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5. - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01A. below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form:

TOTAL OF ALL UNIT PRICES: twenty four thousand three hundred fifty seven dollars and fifty nine cents (\$24,357.59).

Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by DIRECTOR or ENGINEER.

ARTICLE 6. - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment per the Contract Documents. Applications for Payment will be processed by DIRECTOR or ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment once each month during performance of the Work.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by DIRECTOR or ENGINEER.

6.04 Subcontractors.

A. As required by Wisconsin Statute Section 779.14(1m)(d)(1)(a), OWNER is authorized to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors.

ARTICLE 7. - INTEREST

7.01 All moneys not paid when due shall bear interest at the maximum rate allowed by law at the location of the Project.

ARTICLE 8. - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Building Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to all federal, state, and local Laws and general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedure of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques,

sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given DIRECTOR written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DIRECTOR is acceptable to CONTRACTOR.

I. The contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9. - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. CONTRACTOR'S Estimate dated March 18, 2022;
3. The Special Provisions;
4. The Sanitary Lateral Rehab Drawing Set consisting of two sheets;
and
5. MMSD's Private Property Infiltration and Inflow Reduction Agreement, M10005FP01.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented by the express written agreement of the parties.

ARTICLE 10. - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions, if any.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract documents.

10.04 Indemnification and Insurance:

A. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the CONTRACTOR shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the OWNER, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The CONTRACTOR shall also name as additional insureds on its general liability insurance the OWNER, its officers, agents, employees and any independent contractors hired by the OWNER to perform services as to the Work and give the OWNER evidence of the same upon request by the OWNER. This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

B. The following insurance requirements apply to this agreement, unless greater insurance protection is required by the Contract Documents, in which case the terms most favorable to OWNER are required. At all times during the term of this agreement, CONTRACTOR shall keep in force and effect a Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to commencement of the Work, the Company shall furnish OWNER with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Village Attorney for approval as to the form, and shall be subject to the approval of the Village Attorney. The OWNER will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this agreement. OWNER, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.

10.05 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 Other Provisions:

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed 3 copies of this Agreement. Counterparts of each have been delivered to OWNER, CONTRACTOR, and DIRECTOR. All portions of the Contract Documents have been signed as needed by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on date of OWNER's signature (which is the Effective Date of the Agreement).

OWNER:

Village of Fox Point

Village Manager

Date: _____

ATTEST:

Village Clerk

Address for giving notices:

Village of Fox Point Village Hall
7200 North Santa Monica Boulevard
Fox Point, WI 53217-3505

Designated Representative:
Name: Scott Brandmeier
Title: Director of Public Works
Address: 7200 North Santa Monica Blvd.
Fox Point, WI 53217
Phone: 414-247-6624

CONTRACTOR:

By: _____

Title: _____

Date: _____
(CORPORATE SEAL)

ATTEST _____

Title: _____

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____



2524 76th St
Franksville, WI 53126
262-835-7785

BILL TO

East Goodrich Property
1441 East Goodrich Court
Fox Point, WI 53217 USA

ESTIMATE
96614167

ESTIMATE DATE
Mar 18, 2022

JOB ADDRESS

East Goodrich Property
1441 East Goodrich Court
Fox Point, WI 53217 USA

Job: 96626498
Technician: John Donovan

ESTIMATE DETAILS

Reline Estimate: CIPP lining, block off abandoned 6" clay lateral. Verify all house waste is accounted for using dye and camera. Manhole launch from access at north east corner of home.

Clean lateral, video inspect and prepare for CIPP lining, block off existing 6 inch branch connection heading north with a 6" x 48" long point repair silicate epoxy and fiberglass. Reline lateral from manhole west towards wye connecting to house post inspection video approximately 77' CIPP reline.

Video used for assessment is very dated (2013).

Backfill of excavation to cap 6" lateral. Subcontracted through WSO and includes finish landscaping.

Note: Allow two days for plumbing component of project, four days for landscaping, weather dependent.

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
C2077	CIPP Lining of 6" Drainline - Each Additional Foot- Bluelight Cure: CIPP Lining of 6" Drainline, charge per additional foot when cured with Bluelight technology.	57.00	\$138.15	\$128.25	\$7,310.25
C2202	Install 6" Pipe Patch (48"): Install 6" Pipe Patch (48")	1.00	\$3,015.21	\$2,729.61	\$2,729.61
B10	Advantage Plan Membership - 3 Years: Advantage Plan Membership was added to maximize customer savings and benefits. Savings are reflected immediately in the invoice /estimate. Brochure that describes membership is included	1.00	\$0.00	\$0.00	\$0.00

C2065	CIPP Lining of 6" Drainline - 1st 20 Feet-Bluelight Cure: CIPP Lining of 6" Drainline for the first 20 Feet of repair, Bluelight cure. CIPP Set up includes- material delivery, mixing station and inversion equipment. Pipe cleaning / preparation and video inspection.	1.00	\$5,706.83	\$5,242.73	\$5,242.73
UG0300	Permit: Permit	1.00	\$125.00	\$125.00	\$125.00
C1920	Excavator with Operator/per day: Daily excavator equipment charge , includes Operator and equipment. Excavation, backfill and finish landscaping.	1.00	\$10,116.51	\$8,950.00	\$8,950.00

MEMBER SAVINGS	\$2,480.51
SUB-TOTAL	\$24,357.59
TAX	\$0.00
TOTAL	\$24,357.59
EST. FINANCING	\$565.10

We know you have choices. THANK YOU for choosing Mr. Rooter Plumbing!

Estimate pricing valid for 30 days with the exception of material cost increases that may increase pricing.

TERMS: Due upon completion of job.

Late Charge of 2%. Accrued Monthly, For All Invoices Past 30 Days of Invoice Date.

We are hiring! Visit www.mrrooter.com

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSON OR COMPANIES FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CUSTOMER AUTHORIZATION

I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. I agree to the following Terms and Conditions.
Authorized Amount: \$24,357.59

Sign here

Date

TERMS AND CONDITIONS

It is agreed that Mr. Rooter is not responsible for the following:

1. Damage caused to the customer's property as a result of obtaining access to and exposing plumbing and drainage systems.
2. Additional plumbing work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing plumbing code violations or additional work revealed to be necessary as a result of performing the specified work.
3. Any repairs, installation, removal or replacement of non-plumbing items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, electrical wiring and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
4. Damage caused to customer's plumbing system by sewer and drain cleaning equipment when such is caused by pre-existing defects in such plumbing systems.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.

This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings, and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY

Mr. Rooter, the franchisee, warrants, to the extent stated herein, the plumbing repair service and drain cleaning services furnished by it. The stated period of warranty commences upon installation or repair of plumbing or upon cleaning of drains.

Purchaser understands that Mr. Rooter's, the franchisee, liability under this warranty is limited to repair, replacement, re-cleaning, or refund of purchaser's money, and does not extend to property damage resulting from drains which become clogged or obstructed or from plumbing work which fails during the agreed upon warranty period.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

NOTICE TO OWNER

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENT IS REQUIRED TO BE MADE TO THE CONTRACTOR.

1. Do not sign this contract until you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.
2. You are entitled to a copy of this contract at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this contract, and in doing so you may receive a partial rebate of the service charge.
4. You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address, by sending notice of cancellation by certified mail return request receipt requested to the seller at his address which notice shall be postmarked not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, a lien may be placed on your property to force payment. If you wish additional protection, you may request the contractor to provide you with the original "lien release" documents from each supplier of subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it.

\$70.00 return check fee.

SPECIAL PROVISIONS

TABLE OF CONTENTS

Article	Description	Page
1.	1441 Goodrich Ct-Sanitary Sewer Private Interceptor I/I Reduction Activities	2
2.	Landscaping Restoration:	5
3.	Traffic Control	6

SPECIAL PROVISIONS

1. 1441 Goodrich Ct-Sanitary Sewer Private Interceptor I/I Reduction Activities

Sanitary Sewer Private Interceptor CIPP Lining (Sanitary Lateral CIPP Lining at 1441 E. Goodrich Court has to be Performed by an MMSD approved contractor ONLY).

Description. This work shall include jet cleaning, root cutting and installation of standard lateral liner (CIPP). The liner installer shall be licensed by manufacturer and provide all materials, equipment, labor and incidentals for the installation of lateral lining. Existing laterals may be 4-inch to 6-inch nominal diameter. The liner shall cure into a smooth, hard, impermeable, liner pipe and form a structurally sound liner pipe with a uniformly smooth interior providing hydraulic flow equal to or greater than the existing lateral in original condition.

Materials. Contractor shall submit all documentation listing design parameters and assumptions used to determine liner thickness. Assume fully deteriorated gravity pipe condition.

The resin shall be polyester, vinyl ester, or epoxy thermosetting resin, as recommended by the liner manufacturer or equal approved by MMSD. Resin shall be capable of saturating the tube and producing a hard CIPP which is resistant to abrasion due to solids, grit, and sand and chemically resistant per ASTM F1216.

The finished CIPP shall have the following minimum design criteria:

Initial Flexural Strength (ASTM D790):	4,500 psi.
Initial Flexural Modulus (ASTM D790):	250,000 psi
Service life	50 years under continuous service

Construction Methods.

PREPARATION WORK

It shall be the responsibility of the CONTRACTOR to clean the pipe from obstruction prior to lining. Sanitary sewer private interceptor cleaning shall be considered incidental to the overall cost of construction and no additional payment will be made to the CONTRACTOR.

During the preparation work CONTRACTOR shall inspect and confirm the inside diameter, alignment, length, and condition of lateral to be lined.

CONTRACTOR shall inspect pipe immediately prior to CIPP lining to demonstrate that the private interceptor is clean and ready for liner installation. Perform Pre-Construction Inspection of private interceptor to be lined and submit to the Engineer for approval prior to any CIPP lining activities.

CIPP LINING INSTALLATION PROCEDURES

CIPP liner shall be installed in compliance with ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube and per MMSD PPII Reduction Program.

The CIPP lateral liner shall be a resin-impregnated, non-woven flexible polyester felt, or equivalent material tube which is inserted into the lateral to be rehabilitated and cured-in-place by an acceptable method that meet requirements of ASTM F1216. The tube shall be capable of conforming to offset joints. The liner shall be manufactured with transitions in diameter from 4" to 6" to match field conditions.

The Contractor shall review CCTV video. Per CCTV video the clear water flowing into the private interceptor (lateral) from old/abandoned lateral at connection located approximately 14.6 feet from upstream MH 08-180. After installation of CIPP lining the opening from abandoned lateral shall be plugged. **Prior to plug opening the Contractor shall coordinate with the property owner and double check and verify if there any other connection/pipes from the house to private interceptor.**

Protect the resin-saturated tube during positioning and installation. No resin shall be lost by contact with manhole walls. Insert lateral liner into lateral in accordance with manufacturer's instructions.

Prevent excessive temperatures that could scald or bubble the liner.

The finished lateral liner shall be a complete, watertight lining including the connection between the lateral and MH 08-180.

Acceptance of the CIPP private interceptor liner will be based on the Engineer's evaluation of the resin impregnation quality control reports, CIPP temperature curing logs, and post-construction inspection video, which shall demonstrate: the finished liner should be continuous over the entire length of an inversion run and be free of wrinkles, cracks, lifts, blisters, or delamination.

If the CONTRACTOR damages the sewer during construction and is unable to complete the lining in a satisfactory manner, the CONTRACTOR shall submit method of repairs to the ENGINEER. Upon approval by the ENGINEER, the CONTRACTOR shall make repairs at no additional cost to the Village and complete the CIPP installation.

CCTV inspection will be required before and after lining to confirm the openings and quality of the installation. The CCTV videos are required to be uploaded in to t4 Vault. Training and access will be provided by the District at no charge to the contractor.

The lateral lining will be required to be under warranty for 3 years and a CCTV inspection will need to be completed within the last 3 months of the warranty.

SANITARY SEWER SERVICE INTERRUPTION

1. Notify Home Owner, Village and Engineer no fewer than two days in advance of proposed interruption of service.
2. Do not proceed with interruption of service without OWNER's permission.
3. Maintain sewer service at all times during the installation process.

ABANDONMENT OF OLD LATERAL:

Contractor shall locate old 6-inch lateral in field. Recommended SONDE transmittal to locate the end of old lateral. Expose both ends (recommended hydro excavation), fill abandoned lateral with cellular concrete prior to final abandonment. Light Cellular Concrete material type shall be submitted for approval by Engineer prior to use.

Prior to pumping of cellular fill, Contractor shall verify in field and to be sure that there no other connections to abandoned lateral (roof downspouts, sump pumps or yard drains, etc.).

After old lateral will be filled with cellular concrete the Contractor shall cap old lateral from both sides.

DYE WATER TEST:

At least two dye water testing shall be performed (with simultaneously televising) to verify all connections to existing and old laterals.

1. First Dye Water Test: Prior of installation of CIPP liner and abandonment of old lateral the Contractor shall perform dye water test by pouring/injecting dyed water into existing lawn depression (approximately 65 feet east of house) and determine exact location/connection of old lateral to private lateral/interceptor.
2. Second Dye Water Test: After completion of CIPP liner installation and abandonment of old lateral and prior to landscaping restoration. The Contractor shall perform dye water test by pouring/injecting dyed water prior to fill depression in the lawn and verify that there is not of any I/I into private lateral/interceptor or into MH 08-180.
3. If necessary, the Contractor shall coordinate with the property owner and perform another dye water test(s) inside the house (toilet, sinks or batch tub) and determine if there any other connection/pipes from the house to private lateral/interceptor and prevent any plugging after completion of CIPP liner installation.

2. LANDSCAPING RESTORATION:

Landscaping restoration shall be completed by August 31, 2021. If Contractor is unable to complete by that time, the landscaping work shall be performed the next spring.

Contractor shall fill uneven lawn (depression in ground) near the proposed abandoned sanitary lateral with clay and topsoil. The approximate location of fill area is shown on the plans and shall be V.I.F. Contractor shall fill low spot, restore lawn and construct the shallow swale to allow stormwater to properly drain away from house. Final grading shall be approved by Engineer before Contractor can proceed to seeding.

Provide a min. 4 inches of topsoil, hydroseed, fertilizer, and photodegradable erosion matting in areas where grass is damaged due to construction activities, including damage from accessing locations of the work. Prior to landscape restoration, Owner, Engineer and Contractor will meet onsite and verify the areas to be restored under Bid Items.

Follow Wisconsin DOT Standard Specifications:

Topsoil and Salvaged Topsoil: Standard Specification Section 625

Seed: Standard Specification Section 630 – Specifically Mix. No. 30 or 40 and 630.3.3.2 Method B

Fertilizer: Standard Specification Section 629

Mulch: Standard Specification Section 627

Erosion Mat: Standard Specification Section 628. Contractor shall use photodegradable erosion matting.

Silt Fence: Standard Specification 628

Final restoration to be complete within one month of completion of sanitary lateral restoration.

Contractor shall water and maintain restoration areas until after the first cutting.

Method of Measurement and Payment. Sanitary Private Lateral/Interceptor CIPP Lining, Abandonment of Old Lateral, Dye Water Testing, and Landscape Restoration shall be measured and paid for under the contract unit prices in Base Bid which shall be full compensation for all work herein specified and for all labor, tools, equipment and all incidentals necessary to complete the work.

3. **TRAFFIC CONTROL**

Description. This item shall be used when construction obstructs or endangers a traffic lane, and no marked detour is provided. Flag persons shall direct traffic through or around congested area. Flag personnel will be added at ENGINEER's request and where required to maintain the safety of the traveling public and control traffic using barricades, signs, and flaggers as specified in part VI, of the Manual on Uniform Traffic Control Devices, ("MUTCD"). See WDOT Specification 104.6 Roadway Maintenance and Traffic Control, 104.6.1 General.

Materials. See MUTCD and WMUTCD.

C. **Construction Methods.** Follow safety requirements in the MUTCD and WMUTCD.

Traffic Control shall be considered as an incidental to the overall cost of construction and no additional payment will be made to the Contractor.

* * * END OF SPECIAL PROVISIONS * * *

[illegible]

2022 SANITARY AND STORM SEWER REHABILITATION

VILLAGE OF
FOX POINT

DRAFT

[illegible]

1" = 60'

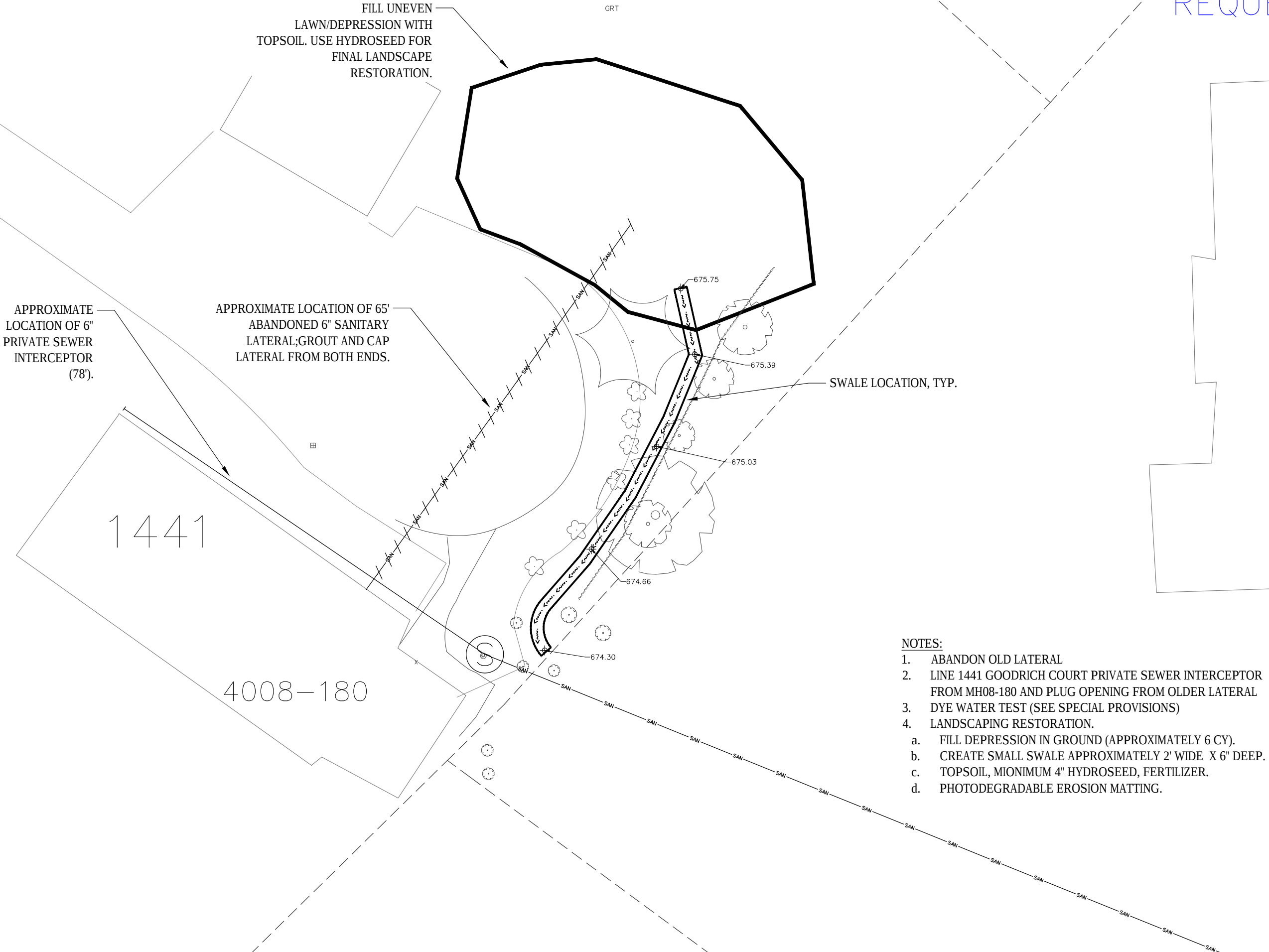
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1441 E GOODRICH
COURT SANITARY
PRIVATE SEWER
INTARCEPTOR
REHABILITATION

SHEET NUMBER

1

FILENAME: S:\Milw_Co\Foxpoint\Gov\220169 - 2022 Sanitary and Storm Sewer Rehab Design\1441 E Goodrich PPI REDUCTION PROJECT\Sanitary, Storm and Goodrich Lateral Location Maps\1441 E Goodrich Ln San Lateral Rehab.dwg



- NOTES:
1. ABANDON OLD LATERAL
 2. LINE 1441 GOODRICH COURT PRIVATE SEWER INTERCEPTOR FROM MH08-180 AND PLUG OPENING FROM OLDER LATERAL
 3. DYE WATER TEST (SEE SPECIAL PROVISIONS)
 4. LANDSCAPING RESTORATION.
 - a. FILL DEPRESSION IN GROUND (APPROXIMATELY 6 CY).
 - b. CREATE SMALL SWALE APPROXIMATELY 2' WIDE X 6" DEEP.
 - c. TOPSOIL, MIONIMUM 4" HYDROSEED, FERTILIZER.
 - d. PHOTODEGRADABLE EROSION MATTING.

PROJECT:

2022 SANITARY AND STORM SEWER REHABILITATION

LOCATION:

VILLAGE OF FOX POINT

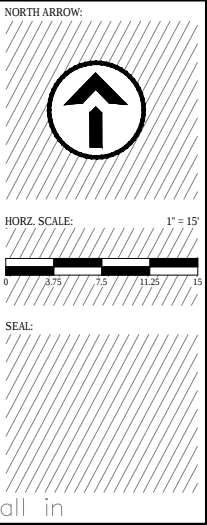


RELEASE:

DRAFT

REVISIONS:

#	DATE	DESCRIPTION



SHEET:

1441 E GOODRICH COURT SANITARY PRIVATE SEWER INTARCEPTOR REHABILITATION

PROJECT MANAGER: YA

PROJECT NUMBER: 22.0169.01

DATE:

SHEET NUMBER:

2

Exhibit A
Public Records Responsibilities Contract Terms

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

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

M10005FP01

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Fox Point (Municipality) with its municipal offices at 7200 N. Santa Monica Boulevard, Fox Point Wisconsin, 53217-0000.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 31, 2022, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$40,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Any additional costs shall be offset by Municipality funds. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. Design and contract preparation costs

have been incurred by the Municipality prior to this agreement and will be reimbursed to a maximum of \$7,500 contingent upon the Municipality meeting all other conditions of this agreement. No additional reimbursement will be made for costs incurred prior to the effective date of this Agreement. The District will not reimburse costs that are not supported by documentation as outlined by this Agreement.

3. RESERVED

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of the Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review through a Comment Form

in the District's online application, eBuilder. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized."All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District

The reimbursement request shall include:

An invoice from the Municipality clearly stating the requested reimbursement amount;

All consultant invoices, approved contractor pay applications, and other expense invoices;

All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the tasks completed.

. The reimbursement request shall be submitted within 45 days of completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full-time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates, and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

By: _____
Kevin Shafer, P.E., Executive Director

By:  _____
Scott Botcher, Village Manager

Date: _____

Date: May 1, 2022

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Scott Brandmeier	Municipality: Village of Fox Point
Mailing Address: 7200 North Santa Monica Boulevard	
Phone #: 414-247-6624	Email: sbrandmeier@villageoffoxpoint.com
Primary Contact: Scott Brandmeier	Primary Contact email:
Primary contact phone #:	
Consultant (if applicable)	
Firm: Kapur & Associates	Consultant's PM's Name: Yuriy Amelyan
Consultant Email: yamelyan@kapurinc.com	Consultant Phone number: 414-751-7285

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.	
☐ Planning ☐ Investigative ☐ Construction/Rehab ☐ Post Project Evaluation ☐ Training ☐ Other	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 40,000.00
3. Provide the scope of work that will be included in this work plan. Work includes the design, construction, and construction inspection for PPII reduction work for the two laterals at 1441 E Goodrich Ct. Both laterals drain into MH 4008-180 and excessive amounts of I/I have been identified to be entering the sanitary sewer system from this property. One lateral is no longer in service will be removal or abandoned in place. The second lateral is still in service to the main house on the property and will rehabilitated.	
4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc. Kapur & Associates will perform the design and construction inspection activities, bid the work, provide a recommendation letter and staff will coordinate the work with the contractor. The contractor will be selected from those who will bid on the work.	
5. What is the total number of properties in the project area?	1
6. What is the assumed number of participating properties?	1
7. What is your justification for the assumed participation rate? ☐ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements ☒ Other (Fill in Blank): This is the only property affected by the work.	

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?			
☒ Pre 1940's ☐ 1940 – 1960 ☐ 1961-1980 ☐ 1981-Present			
2. What is the average lot size within the project area?		43,060.00	☒ SF ☐ Acres
3. In this area, is it typical that foundation drains are connected?			☐ Yes ☒ No
4. What sewershed(s) or metershed(s) is this project located in?			
4008			
5. Collection system characteristics in project areas:			
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):
1920	☒ VCP ☐ Ductile Iron ☐ Cast-Iron ☐ Concrete ☐ Asbestos ☐ PVC	6-inch	☒ Circular ☐ Other
6. Within the project area, is the mainline rehabilitated?			☒ Yes ☐ No
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.			
The sanitary sewer main from MH 4008-180 down to Lift Station No. 2 was lined approximately 10 years ago and a section of the main was spot relayed in 2021 (due a sag and liner problems discovered after the lining was complete). The five to six homes on Goodrich tributary to this main were targeted in Work Plan No. 6 for rehab and two of the homes completed work on their laterals.			

7. Will public infrastructure work be contracted or completed with the private property work?

☐ Yes ☒ No

If "Yes", provide details of the public work.

This project will be bid as part of a larger public utility project lining sanitary main and man holes. This work will be paid for by the Village.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☒ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

As noted in e-mails to MMSD staff in 2020 and 2021, the work was completed independent of a PPII funding agreement. No formal report was prepared but e-mail and photographic documentation was prepared of the problem the Village is experiencing.

More specifically, Great Lakes was hired to perform smoke testing in the Village - including in this area of sanitary sewer mains - and it was determined that smoke was billowing from an area of a yard at 1441 East Goodrich Court. Subsequently, we performed dye water testing of the area of the yard and did find that the depressional area in the yard is connected to our sanitary sewer main. This information is found within the following documents attached hereto: Report of lateral problem 1441 Goodrich_3, IMG_1114, IMG_1115, Smoke testing and Dye water testing.

More detail on the results of the work performed was prepared by Yuriy Amelyan from Kapur & Associates and this is included as Report of lateral problem 1441 Goodrich_2.

In September of 2021, MMSD staff was provided additional information related to the matter at hand. That e-mail showed the approximate location of the depression in the yard related to the 2020 aerial and the same area but with the 1937 aerial depicted. This is included as Report of the lateral problem 1441 Goodrich.

2. Describe how the project area and approach was chosen and prioritized.

The project area was chosen due to frequent high volumes of clear water intrusion into the sanitary sewer mains which lead to sanitary sewer overflows at Lift Station No. 2. Removing the clear water has been a priority for years (which included targeting the lining of the mainline and laterals previously). However, Village staff was not aware of the underground direct connection to the sanitary sewer main from the abandoned lateral at 1441 Goodrich Ct until 2020 when the smoke testing was completed.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	☐ Yes ☒ No
5. Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years. June 18, 2014, April 9, 2015, June 15, 2016, August 20-21, 2018, August 26-27, 2018, September 5, 2018, May 17, 2020, August 8, 2021, August 11, 2021	☒ Yes ☐ No
6. Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	☐ Yes ☒ No
7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	☐ Yes – go to item 8 ☒ No – go to item 9
8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.	

9. Do you plan on collecting pre-project baseline data as part of this project? ☐ Yes – go to item 10
☒ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

The target objective of this work plan is to remove an obvious clear water connection to the sanitary sewer main and, ultimately, eliminate the sanitary sewer overflows that occur at Lift Station No. 2.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The goal is to completely remove the improperly abandoned sanitary sewer lateral from the system and eliminate the direct connection of clear water to our sewer mains.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project ☐ Yes ☒ No
cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

I am anticipating no more than two reimbursement requests - one for design and engineering and one for the construction and construction inspection.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

Scott Brandmeier
Director of Public Works
sbrandmeier@villageoffoxpoint.com
414-247-6624

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	☐ Yes ☒ No
6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each. For projects under \$40,000, staff selects a consultant to perform the design activities. Due to Kapur's intimate knowledge of our sanitary sewer system, they will be selected to perform the design work. For construction projects, if the work exceeds \$25,000 then we bid the work per state statute. If the work is less than \$25,000, a minimum of three quotes are obtained for the work to be performed.	
7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs). MMSD reimbursable costs will be included in the design, construction and construction inspection contracts and will be easily identifiable.	
8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)	
Name: Scott Botcher	Position Title: Village Manager
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

The only public outreach necessary for this project is to coordinate the work with the property owner. Staff and our consultant will work with the owner to coordinate the work and keep them apprised of the appropriate schedule.



Project Location Map
1441 East Goodrich Court

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



SCALE: 1" = 50'



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

Print Date: 9/29/2021

Goodrich Court Cost Estimate

Task	Estimated Hours	Hourly Rate	Estimated Cost
Engineering and Design			
- Final Investigation	8	\$ 125.00	\$ 1,000.00
- Design and preparation of bid documents	48	\$ 125.00	\$ 6,000.00
- Bid assistance and recommendation	4	\$ 125.00	\$ 500.00
- Total engineering			\$ 7,500.00
Construction Inspection			
- Inspection	50	\$ 100.00	\$ 5,000.00
- As-built report	12	\$ 100.00	\$ 1,200.00
- GIS input	3	\$ 100.00	\$ 300.00
- Total inspection			\$ 6,500.00
	Units	Unit Price	Estimated Cost
Construction			
- Mobilization	LS	\$ 1,000.00	\$ 1,000.00
- Removal and capping of sanitary sewer lateral	LS	\$ 20,000.00	\$ 20,000.00
- Landscape restoration	LS	\$ 4,000.00	\$ 4,000.00
- Total Construction Cost			\$ 25,000.00
Subtotal			\$ 39,000.00
Contingencies			\$ 1,000.00
Total			\$ 40,000.00

From: [Scott Brandmeier](#)
To: [Specht, Becky](#)
Cc: [Scott Brandmeier](#)
Subject: RE: [EXT] Fox Point Work Plan
Date: Tuesday, October 12, 2021 2:01:22 PM

Becky,

Sorry for the delay. Here is the anticipated schedule:

1. January-February 2022 – design activities
2. March 2022 – advertise for bid and accept bids for the work
3. April 2022 – award the work
4. June-July 2022 – perform the work
5. August 2022 – receive as-built documentation
6. September-October 2022 – submit reimbursement to MMSD

Scott Brandmeier, P.E.
Director of Public Works
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217
414-351-8900
sbrandmeier@villageoffoxpoint.com

From: Specht, Becky <RSpecht@mmsd.com>
Sent: Thursday, October 7, 2021 5:10 PM
To: Scott Brandmeier <sbrandmeier@villageoffoxpoint.com>
Subject: RE: [EXT] Fox Point Work Plan

Scott,

I have been reviewing your work plan and it seems like I am missing the proposed schedule. Can you please provide schedule for your proposed work plan.

Becky Specht, P.E.

MMSD Senior Project Manager
[Private Property Inflow & Infiltration Program](#)

O: (414)-225-2162
E: RSpecht@mmsd.com

From: Specht, Becky
Sent: Thursday, September 30, 2021 2:34 PM
To: Haydon, Lauren <LHaydon@mmsd.com>
Subject: FW: [EXT] Fox Point Work Plan

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to the beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be

submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables are organized, formatted, and delivered as specified by the contract and approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM via email or other approved digital transfer method.
16. Documentation of the limits of the lateral modifications and replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the property owner.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format.
20. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

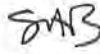
1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality and at least 5 days prior to the start of the work, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, District shall perform a warranty inspection and provide the results of the inspection to the Municipality and the Contractor.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b), and shall not be released until the Work is complete, exclusive of the warranty inspection.
4. **Warranty Inspection:** MMSD shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding, shall be provided to the Municipality and the Contractor within fifteen (15) days of inspection.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.



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: May 3, 2022
Re: Recommendation for Acceptance of Proposal for Private Property
Infiltration and Inflow Project Inspection Services

Fox Point is working with MMSD to reduce infiltration and inflow entering the sanitary sewer system. The 2022 project includes abandonment and lining at 1441 East Goodrich Court. Kapur & Associates, as designers for the work, has submitted a proposal to perform inspection services for the project to ensure proper completion of the work.

The proposal is in the amount of \$4,956 (42 hours) anticipating that the contractor will complete the work in approximately one week. As this is an MMSD private property infiltration and inflow project and a funding agreement has been submitted to the Village, Fox Point will be reimbursed for the costs incurred inspecting the work.

I have reviewed the hours and fees and find the proposal to be reasonable. Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$4,956 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.

April 22, 2022

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

RE: 1441 Goodrich Ln. Private Lateral/Interceptor PPII Reduction Activities Construction Management

Dear Scott,

Kapur is pleased to submit this proposed contract to provide construction management services for the 1441 Goodrich Ln. Private Lateral/Interceptor PPII Reduction Activities.

SCOPE OF SERVICES INCLUDES:

This project includes the following PPII reduction activities:

- Sanitary Sewer Private Interceptor CIPP Lining 6-inch – approx. 80 LF
- Abandon Old Lateral (Grout and Cap - approx. 65 LF)
- Dye Water Test – 2 Each
- Backyard Landscaping Restoration and New Swale – 1 LS

The scope of construction management services for 1441 Goodrich Ln. Private Lateral/Interceptor PPII Reduction Activities includes:

- Pre-Construction and progress meetings
- Shop drawing/submittals review and approval
- Construction inspection and coordination between Contractor and resident is based on work being completed over forty hours (5) working days at 4 hours per day and consist following construction management services:
 - 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 lateral after installation of CIPP liner
 - Check tight seal between pipe/liner at the manhole wall
 - Review final videos before and after installation of CIPP liner
 - Dye water testing

- Inspection for construction a new drainage swale and landscaping restoration
- Payment recommendation
- Project close out activities: As-Builts & GIS.
- MMSD reimbursement Documents

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: \$4,956.00

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

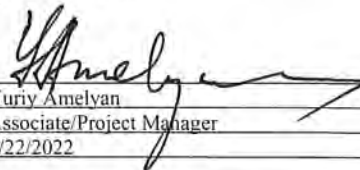
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional 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: 4/22/2022

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

**1441 GOODRICH LN. PRIVATE LATERAL/INTERCEPTOR PPII REDUCTION ACTIVITIES
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	2	2		4	\$512.00
2	Shop Drawings/Submittals Review/Notice to Proceed	2			2	\$336.00
3	Construction Inspection, Coordination between Contractor and Residents	4	20		24	\$2,432.00
4	Review Video After Preparation Work and After Installation of CIPP Lining and Recommendation for Payment	2	4		6	\$688.00
5	Project Closeout Activities: As-Built, GIS and MMSD Reimburesment	2	2	2	6	\$688.00
6	Reimbursable Expences					\$300.00
TOTAL:		12	28	2	42	\$4,956.00



1441 Goodrich Ln. Private Lateral/Interceptor PPII Reduction Activities
Village of Fox Point

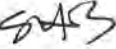




VILLAGE OF FOX POINT

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: May 3, 2022
Re: Recommendation for Approval of Permanent Public Utility Easements at
425 West Willow Court and 8209 North Port Washington Road

During the design of the water main for the 2022 Road and Utility project, staff became aware that the Village had its infrastructure located on and across 425 West Willow Court and 8209 North Port Washington Road without easements on all or portions of the properties. Staff requested the Village Attorney perform a title search to confirm that no easements existed on the parcels.

After the title search, staff was able to confirm that the Village does not hold easements across all or portions of the properties but that easements are needed for us to proceed with replacement of the water main and appurtenant structures (hydrants, valves, etc.). Staff met with the representatives for Fox Hills South Condominiums (425 West Willow Court) to discuss the proposed easement in late March. They submitted the proposed easement to the board for Fox Hills South on April 14 and their board agreed to grant the Village an easement for utility purposes. Staff also met with the property owner for 8209 North Port Washington Road in late March and he also agreed to grant the Village an easement for public utility purposes.

The Village Attorney has prepared the necessary easement documents and has reviewed the legal descriptions and figures for each location and has approved the same. As these easements are necessary for the Village to install the new water main and, in the future, perform the necessary maintenance on the mains, hydrants and valves, it is my recommendation that the Village Board approve the two easements and authorize staff to coordinate execution and recording of the easements.

Document Number	PERMANENT PUBLIC UTILITY EASEMENT
This Easement is made this ____ day of _____, 20____, by Fox Hills South Condominium, Inc. (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").	
<u>RECITALS:</u>	
Owner represents the owners of the property located at 425 Willow Court, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and	
The Owner's Parcel is currently improved with water facilities; and	
The parties have agreed to locate the easement on the Owner's Parcel, to describe the intended location and terms; and	
The Owner hereby intends to grant a public utility easement for the water main easement.	
In consideration of the mutual benefits to be gained by water improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such improvements across the Owner's Parcel.	
<u>GRANT:</u>	
NOW, THEREFORE, Owner hereby grants Village a permanent utility easement as follows:	
1. <u>Grant of Easement.</u> The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for water and/or sewer across Owner's Parcel in underground mains, in the areas specifically described as "water main easement" in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, mains, or such other improvements as Village may require, and appurtenant equipment under and above ground, including but not limited to water hydrants, as deemed necessary by Village, to allow public water and/or sewer to travel across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").	
2. <u>Construction, Maintenance, Repair, Inspection, Reconstruction.</u> The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting	
Recording Area Name and Return Address Attorney Eric J. Larson 730 N. Grand Avenue Waukesha, WI 53186 Tax Key No.: See attached Exhibit A Parcel Identification Number (PIN)	

grade and establishing grass. The Village shall also restore damage caused by the Village elsewhere on the Owner's property in relation to such work, which shall include replacing soil to the preexisting grade and establishing grass and also replacing trees and bushes damaged by the Village, except as to trees and bushes that are located wholly or partially within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The Village shall repair any pavement currently existing within the Easement Area and elsewhere on the Owner's property that is damaged by the Village's work. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owner of Owner's Parcel. This easement is permanent, is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The owners of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owners of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Agent Authorization. The parties expressly acknowledge that the Village may allow others not parties to this easement to use the easement for the purposes indicated above.
6. Severability. If any term, covenant or condition of this easement, or its application, shall be invalid or unenforceable under applicable law, the remainder shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[signatures on following pages]

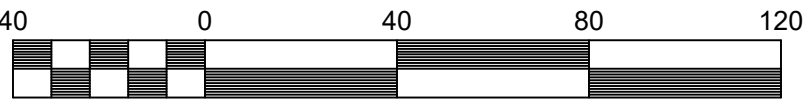
Exempt from Real Estate Transfer Fee
per Wisconsin Statutes §77.25(2g)

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

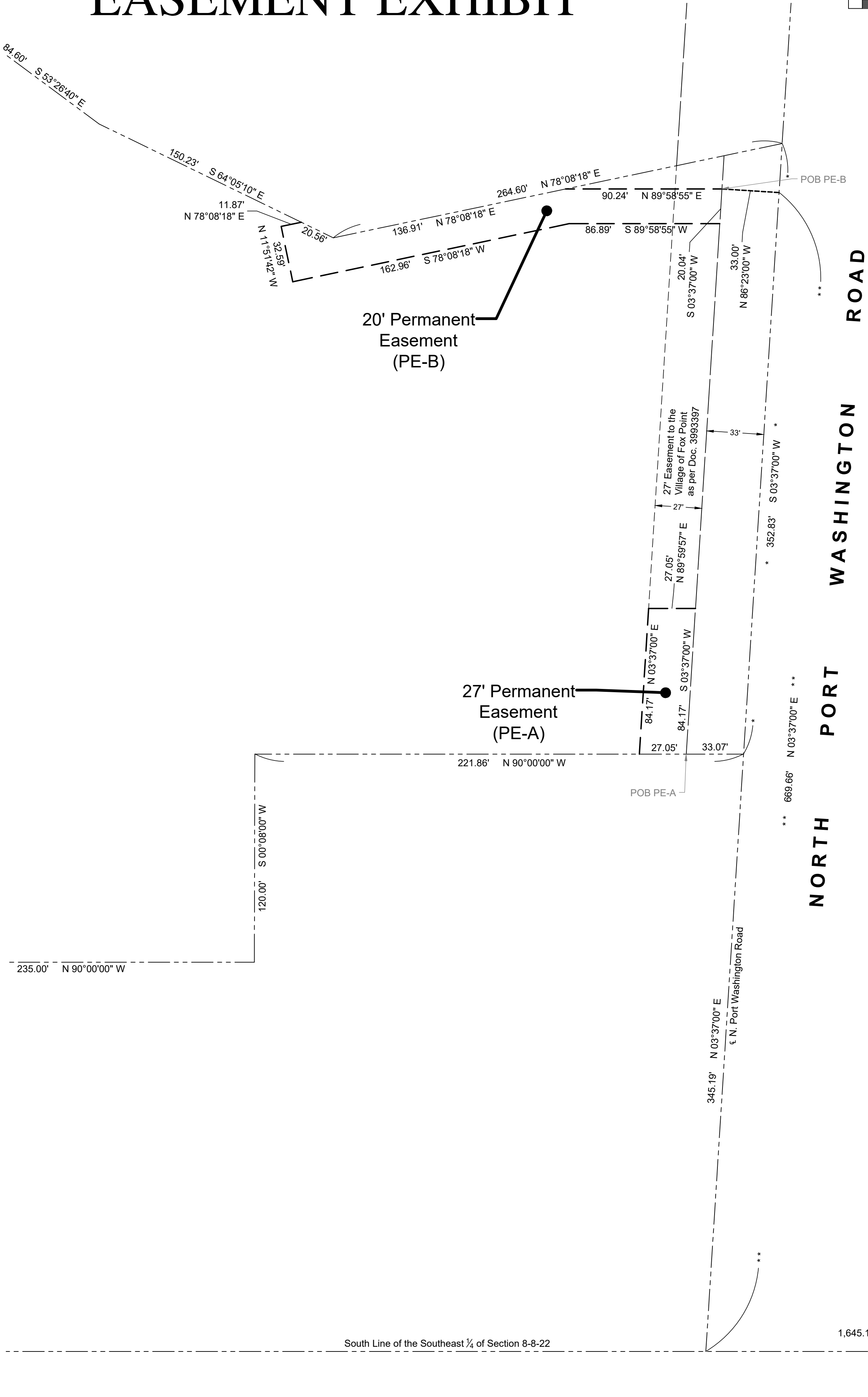
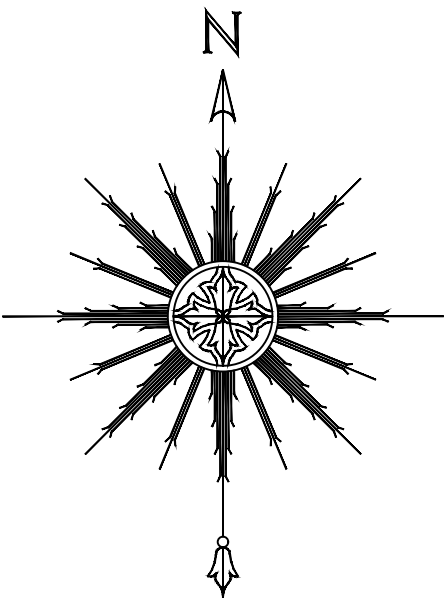
Exhibit A

Property Owner	Parcel Number	Address
Kathleen M. Golden	060-0239-000	425 W. Willow Ct., Unit 101
Sarah L. Dowhower	060-0240-000	425 W. Willow Ct., Unit 102
Craig E. Edwards	060-0240-000	425 W. Willow Ct., Unit 102
Natalya I. Beyer	060-0241-000	425 W. Willow Ct., Unit 103
Hartwig Revocable Trust	060-0242-000	425 W. Willow Ct., Unit 104
Kristin Strunk	060-0243-000	425 W. Willow Ct., Unit 105
Charles Strunk	060-0243-000	425 W. Willow Ct., Unit 105
Margaret M. Johnson	060-0244-000	425 W. Willow Ct., Unit 106
Mary T. Johnson	060-0244-000	425 W. Willow Ct., Unit 106
The Plotkin Family Living Trust Dated April 19, 2016	060-0245-000	425 W. Willow Ct., Unit 107
Francesca L. Johnson	060-0246-000	425 W. Willow Ct., Unit 108
Yuliya Nanava	060-0247-000	425 W. Willow Ct., Unit 109
Weilin Liu	060-0248-000	425 W. Willow Ct., Unit 110
JJ Young	060-0248-000	425 W. Willow Ct., Unit 110
Donald A. Price Revocable Trust	060-0249-000	425 W. Willow Ct., Unit 111

EASEMENT EXHIBIT



Scale 1" = 40'



BAXTER & WOODMAN
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

PERMANENT EASEMENT (PE-A)

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$;
THENCE N 90°00'00" W ALONG THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, 1645.17 FEET TO A POINT ON THE CENTERLINE OF NORTH PORT WASHINGTON ROAD;
THENCE N 03°37'00" E ALONG THE CENTERLINE OF NORTH PORT WASHINGTON ROAD, 345.19 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN DOC. 4727950;
THENCE N 90°00'00" W ALONG THE SOUTH LINE OF SAID LANDS, 33.07 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N 90°00'00" W ALONG THE SOUTH LINE OF SAID LANDS, 27.05 FEET;
THENCE N 03°37'00" E, 84.17 FEET TO A POINT ON THE SOUTH LINE OF A 27 FOOT EASEMENT TO THE VILLAGE OF FOX POINT AS PER DOC. 3993397;
THENCE N 89°59'57" E ALONG THE SOUTH LINE OF SAID EASEMENT, 27.05 FEET;
THENCE S 03°37'00" W, 84.17 FEET TO THE POINT OF BEGINNING.

PERMANENT EASEMENT (PE-B)

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$;
THENCE N $90^{\circ}00'00''$ W ALONG THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, 1645.17 FEET TO A POINT ON THE CENTERLINE OF NORTH PORT WASHINGTON ROAD;
THENCE N $03^{\circ}37'00''$ E ALONG THE CENTERLINE OF NORTH PORT WASHINGTON ROAD, 669.66 FEET;
THENCE N $86^{\circ}23'00''$ W, 33.00 FEET TO THE POINT OF BEGINNING;
THENCE S $03^{\circ}37'00''$ W, 20.04 FEET;
THENCE S $89^{\circ}58'55''$ W, 86.89 FEET;
THENCE S $78^{\circ}08'18''$ W, 162.96 FEET;
THENCE N $11^{\circ}51'42''$ W, 32.59 FEET;
THENCE N $78^{\circ}08'18''$ E, 11.87 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN DOC. 4727950;
THENCE S $64^{\circ}05'10''$ E ALONG THE NORTH LINE OF SAID LANDS, 20.56 FEET;
THENCE N $78^{\circ}08'18''$ E ALONG THE NORTH LINE OF SAID LANDS, 136.91 FEET;
THENCE N $89^{\circ}58'55''$ E 90.24 FEET TO THE POINT OF BEGINNING.

Document Number	PERMANENT PUBLIC WATER MAIN EASEMENT					
This Easement is made this ____ day of _____, 20____, by Clay Lamb (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village"). <u>RECITALS:</u> Owner is the owner of the property located at 8209 North Port Washington Road, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and The Owner's Parcel is currently improved with water facilities; and The parties have agreed to locate the easement on the Owner's Parcel, to describe the intended location and terms; and The Owner's hereby intend to grant an easement for the relocated water easement.						
Recording Area <table border="1"><thead><tr><th>Name and Return Address</th></tr></thead><tbody><tr><td>Attorney Eric J. Larson 730 N. Grand Avenue Waukesha, WI 53186</td></tr></tbody></table> <table border="1"><thead><tr><th>Tax Key No.:</th></tr></thead><tbody><tr><td>060-9988-000</td></tr></tbody></table> <table border="1"><thead><tr><th>Parcel Identification Number (PIN)</th></tr></thead></table>		Name and Return Address	Attorney Eric J. Larson 730 N. Grand Avenue Waukesha, WI 53186	Tax Key No.:	060-9988-000	Parcel Identification Number (PIN)
Name and Return Address						
Attorney Eric J. Larson 730 N. Grand Avenue Waukesha, WI 53186						
Tax Key No.:						
060-9988-000						
Parcel Identification Number (PIN)						

In consideration of the mutual benefits to be gained by water improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such improvements across the Owner's Parcel.

GRANT:

NOW, THEREFORE, Owner hereby grants Village a permanent water main easement and temporary construction easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for water across Owner's Parcel in underground mains, in the area specifically described as "water main easement" in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, mains, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to travel across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting

grade and establishing grass. The Village shall also restore damage caused by the Village elsewhere on the Owner's property in relation to such work, which shall include replacing soil to the preexisting grade and establishing grass and also replacing trees and bushes damaged by the Village, except as to trees and bushes that are located wholly or partially within the Easement Area. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The Village shall repair any pavement currently existing within the Easement Area and elsewhere on the Owner's property that is damaged by the Village's work. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owner of Owner's Parcel. This easement is permanent, is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owner of the Owner's Parcel, their successors, heirs, and assigns. The owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The owner of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Agent Authorization. The parties expressly acknowledge that the Village may allow others not parties to this easement to use the easement for the purposes indicated above.
6. Severability. If any term, covenant or condition of this easement, or its application, shall be invalid or unenforceable under applicable law, the remainder shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[signature on following page]

OWNER OF 8209 NORTH PORT WASHINGTON ROAD

By: _____
Clay Lamb

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

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

NOTARY PUBLIC, STATE OF WI
My commission: _____

Print Name: _____

Exempt from Real Estate Transfer Fee
per Wisconsin Statutes §77.25(2g)

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

PERMANENT EASEMENT

THE WEST 27 FEET OF THE EAST 60 FEET OF THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN AND DESCRIBED AS FOLLOWS:

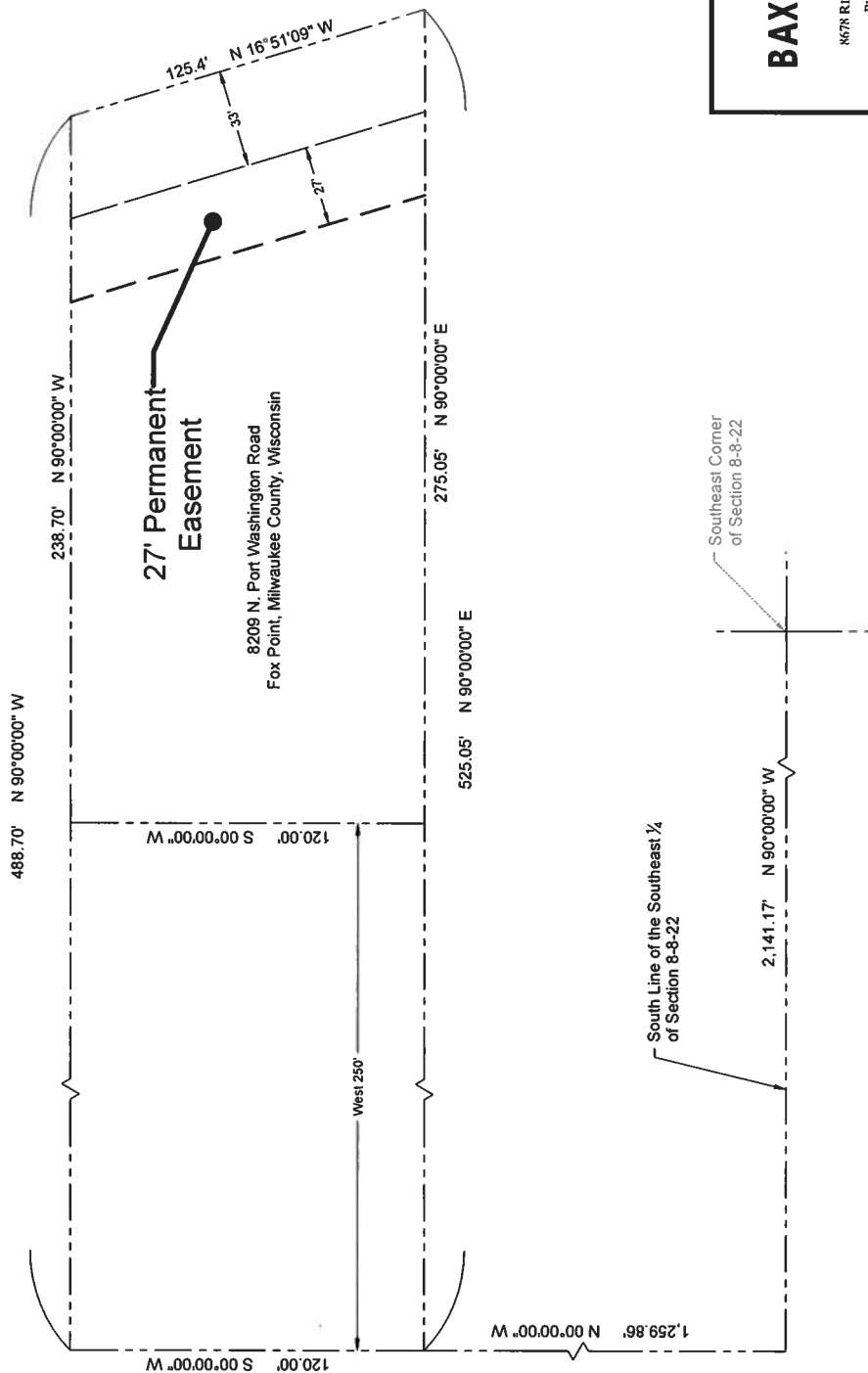
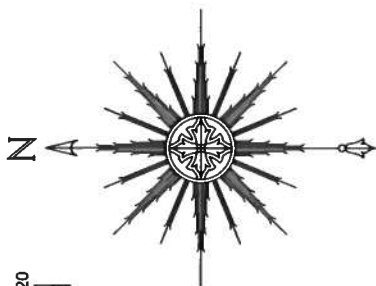
BEGINNING 2141.17 FEET WEST OF AND 1259.86 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION; THENCE EAST, 525.05 FEET; THENCE NORTH $15^{\circ}48'$ WEST, 125.4 FEET; THENCE WEST, 488.7 FEET; THENCE SOUTH, 120 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 250 FEET AS DESCRIBED IN VOLUME 2823, PAGE 567 AND ALSO EXCEPTING THE EASTERLY 33 FEET FOR PUBLIC RIGHT-OF-WAY PURPOSES.

EASEMENT EXHIBIT

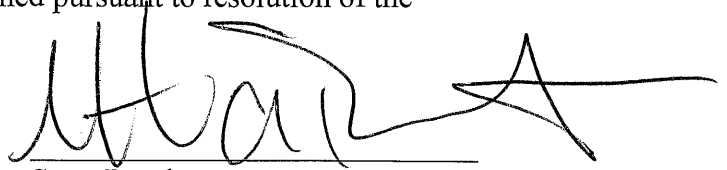


Scale 1" = 40'



BAXTER & WOODMAN
Consulting Engineers
8678 RIDGEMOUNT ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

This is to certify that the attached is true and correct list of bills due for a period from April 1-30, 2022, in the total amount of \$737,999.66. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

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

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on May 10, 2022.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 04/01/2022-04/30/2022Page: 1
Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-12100 TAXES RECEIVABLES						
1248	NAVINE OR, PAUL C	28368	OVERPAYMENT TAXES	04/18/2022	533.28	04/22/2022
Total 10-12100 TAXES RECEIVABLES:					533.28	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	MAY 2022	LIFE INSURANCE	04/05/2022	801.04	04/08/2022
Total 10-21520 GROUP LIFE:					801.04	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	4/1/2022	ACCIDENTAL	04/05/2022	81.08	04/08/2022
Total 10-21521 SUPPLEMENTAL PLANS:					81.08	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	APRIL 2022	POLICE DUES	04/14/2022	450.00	04/15/2022
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0414222	Deferred Comp NORTH SHORE	04/13/2022	1,960.00	04/15/2022
375	NORTH SHORE BANK, FSB	PR0428222	Deferred Comp NORTH SHORE	04/27/2022	1,960.00	04/28/2022
814	GREAT-WEST TRUST COMPAN	PR0414221	Deferred Comp WI DEFER - PRE	04/13/2022	4,606.83	04/15/2022
814	GREAT-WEST TRUST COMPAN	PR0414221	Deferred Comp WI DEFER - RO	04/13/2022	1,036.92	04/15/2022
814	GREAT-WEST TRUST COMPAN	PR0428221	Deferred Comp WI DEFER - PRE	04/27/2022	4,606.83	04/28/2022
814	GREAT-WEST TRUST COMPAN	PR0428221	Deferred Comp WI DEFER - RO	04/27/2022	1,036.92	04/28/2022
101991	VANTAGEPOINT TRANSFER AG	PR0414221	Deferred Comp ICMA-PRETAX	04/13/2022	1,016.43	04/15/2022
101991	VANTAGEPOINT TRANSFER AG	PR0428221	Deferred Comp ICMA-PRETAX	04/27/2022	1,016.43	04/28/2022
Total 10-21530 DEFERRED COMPENSATION:					17,240.36	
10-21540 GARNISHMENT						
797	WI SCTF	04/01/2022	REMIT 217318 CASE PIN 217318	04/01/2022	149.60	04/01/2022
797	WI SCTF	04/15/2022	REMIT 217318 CASE PIN 217318	04/14/2022	149.60	04/15/2022
797	WI SCTF	04/29/2022	REMIT 217318 CASE PIN 217318	04/28/2022	149.60	04/28/2022
Total 10-21540 GARNISHMENT:					448.80	
10-44530 PEDDLER'S PERMIT						
727	WI DEPT. OF JUSTICE	P8eNZTF6	MERCHANT	04/18/2022	7.00	04/22/2022
Total 10-44530 PEDDLER'S PERMIT:					7.00	
10-45100 FINES/FORFEITURES						
1245	MILW. CNTY CLERK OF CIRCUIT	21TR29497	ROBANA, RAMZI	04/21/2022	800.00	04/22/2022
Total 10-45100 FINES/FORFEITURES:					800.00	
10-46710 PAVILION RENTALS						
878	ONEILL, VICTORIA	1.057177	REFUND PAV. DEPOSIT	04/12/2022	50.00	04/28/2022
Total 10-46710 PAVILION RENTALS:					50.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	MARCH 2022	DRIVER SUR/JAIL FEE	04/05/2022	440.00	04/08/2022
552	WISCONSIN, STATE OF - COUR	MARCH 2022	MARCH	04/05/2022	1,834.55	04/08/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 2

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51200-395 COUNTY COURT FEES:					2,274.55	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	7024	VILLAGE ATTORNEY	04/21/2022	6,051.40	04/22/2022
Total 10-51300-218 VILLAGE ATTORNEY:					6,051.40	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	04/04/2022	PROSECUTOR	04/14/2022	1,337.50	04/15/2022
Total 10-51300-219 VILLAGE PROSECUTOR:					1,337.50	
10-51420-310 SUPPLIES/EXPENSES						
1121	RECOGNITION SPECIALIST	35796	NAME TAGS	04/12/2022	20.00	04/15/2022
Total 10-51420-310 SUPPLIES/EXPENSES:					20.00	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT2031926	AUDIT	03/30/2022	13,050.00	04/01/2022
Total 10-51520-213 VILLAGE AUDIT:					13,050.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	161578	PROFESSION SERV/ INTERNET	03/29/2022	2,789.96	04/01/2022
Total 10-51530-210 CONTRACT SERVICES:					2,789.96	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	31255678	MONTHLY COPIER	03/28/2022	258.00	04/01/2022
265	GREATAMERICAN FINANCIAL S	31450437	COPY MACHINE MONTHLY	04/27/2022	232.00	04/28/2022
477	TAYLOR COMPUTER SERVICES	23100	MANAGED SERVICES	04/21/2022	647.10	04/22/2022
789	DO IT NOW CLEANING LLC	419	MONTHLY CLEANING	03/28/2022	1,583.37	04/01/2022
789	DO IT NOW CLEANING LLC	435	MONTHLY CLEANING	04/28/2022	1,583.37	04/28/2022
Total 10-51600-210 CONTRACT SERVICES:					4,303.84	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	4/5/2022	0702787382-00002	04/12/2022	865.51	04/15/2022
Total 10-51600-220 GAS-HEAT:					865.51	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/5/2022	0702787382-00002	04/12/2022	1,344.75	04/15/2022
Total 10-51600-221 ELECTRIC UTILITIES:					1,344.75	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	288386858	87619173	04/12/2022	.34	04/15/2022
5312	AT & T- VILLAGE	03/22/2022	414 351-8900 758 7	03/29/2022	63.50	04/01/2022
Total 10-51600-222 TELEPHONE UTILITIES:					63.84	
10-51600-231 ELEVATOR MAINTENANCE						
4745	WHITLOW'S SECURITY SPECIA	180886	LEVER	04/18/2022	540.00	04/22/2022
4745	WHITLOW'S SECURITY SPECIA	2224317	REPAIR	04/18/2022	293.70	04/22/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 3

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51600-231 ELEVATOR MAINTENANCE:					833.70	
10-51600-234 VILLAGE HALL MAINTENANCE						
327	MENARD'S - MILWAUKEE	46065	MISC	04/01/2022	22.08	04/08/2022
360	NASSCO INC.	6150622	CLEANER	04/26/2022	54.75	04/28/2022
360	NASSCO INC.	61560035	PAPER PRODUCTS	04/26/2022	255.08	04/28/2022
752	EMC2 MECHANICAL SOLUTION	278E	WALLMOUNT	04/11/2022	1,080.00	04/15/2022
776	GRAINGER, INC.	92434519804	FLOOR SCRUBBER	04/01/2022	1,370.18	04/08/2022
892	SPECTRUM	04/07/2022	8348 10 012 0042231 VLG	04/14/2022	8.75	04/15/2022
1235	J.M. BRENNAN, INC.	SALES000139658	BOILER ISSUES	04/01/2022	403.20	04/08/2022
1710	UP NORTH SERVICES	4197	PEST CONTROL VLG	04/01/2022	50.00	04/08/2022
4777	BATTERIES PLUS -	P50363803	40 WATT	04/11/2022	38.60	04/15/2022
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					3,282.64	
10-51600-310 SUPPLIES/MISC EXPENSES						
1344	WISCONSIN LABOR LAW POST	2460639	CUSTOMER ID 13385638	04/05/2022	281.00	04/08/2022
5033	OFFICE DEPOT -US COMMUNIT	233984729001	37360205-VLG	04/14/2022	81.62	04/15/2022
5033	OFFICE DEPOT -US COMMUNIT	233984729002	37360205-VLG	04/14/2022	6.99	04/15/2022
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					369.61	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	27	HEALTH INSURANCE REIMBUR	04/01/2022	761.45	04/01/2022
435	RIES, DANIEL	43	HEALTH	04/01/2022	866.09	04/01/2022
446	SHELLING JUDITH	6	REIMBURSEMENT	04/01/2022	237.80	04/01/2022
548	WOJTANOWSKI, WILLIAM	11	MONTHLY DELTA VISION	04/01/2022	181.52	04/01/2022
638	KRIEFALL, DONALD A	71	HEALTH INSURANCE REIMBUR	04/01/2022	825.89	04/01/2022
Total 10-51700-511 GROUP HEALTH - RETIREES:					2,872.75	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
833	RAGNASOFT, INC	6709	SCHEDULING SOFTWARE	04/05/2022	1,350.00	04/08/2022
1710	UP NORTH SERVICES	4196	POLICE PEST CONTROL	03/31/2022	50.00	04/01/2022
5152	JAMES IMAGING SYSTEMS, IN	1179285	MONTHLY PD	04/18/2022	89.50	04/22/2022
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					1,489.50	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	5145	DISPATCH	04/07/2022	75,913.25	04/08/2022
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					75,913.25	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	3/25/22	0702787382-00008	03/30/2022	888.80	04/01/2022
Total 10-52100-220 GAS UTILITIES:					888.80	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	3/25/22	0702787382-00015	03/30/2022	35.20	04/01/2022
536	WE-ENERGIES	3/28/22	0702787382-00006	03/31/2022	1,681.31	04/01/2022
Total 10-52100-221 ELECTRIC UTILITIES:					1,716.51	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20220401-OTA	8348 10 012 0041845 POLICE	04/12/2022	17.51	04/15/2022
2136	VERIZON WIRELESS	9903407779	786223225-00001 POLICE	04/12/2022	289.29	04/15/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 4

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2691	CENTURYLINK-BUSINESS SVC.	288386858	87619173	04/12/2022	.34	04/15/2022
2973	TIME WARNER CABLE	070433001040122	070433001	04/12/2022	913.45	04/15/2022
5312	AT & T- VILLAGE	03/22/2022	414 351-8900 758 7	03/29/2022	39.69	04/01/2022
Total 10-52100-222 TELEPHONE UTILITIES:					1,260.28	
10-52100-232 VEHICLE MAINTENANCE						
1237	PI VARIABLES, INC	5277T	LIGHTS	04/05/2022	75.00	04/08/2022
102081	GOODYEAR AUTO SERVICE CE	43065	TIRES	04/21/2022	305.82	04/22/2022
Total 10-52100-232 VEHICLE MAINTENANCE:					380.82	
10-52100-233 EQUIPMENT MAINTENANCE						
473	STREICHER'S	1559354	9MM	03/31/2022	1,537.56	04/01/2022
5839	LEXISNEXIS	1246411-20220331	MONTHLY	04/07/2022	30.00	04/08/2022
102114	RAY O'HERRON CO, INC	2182650	AMMUNITION	04/05/2022	993.00	04/08/2022
Total 10-52100-233 EQUIPMENT MAINTENANCE:					2,560.56	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	217487	MISC	04/21/2022	5.03	04/22/2022
503	VILLAGE HARDWARE - DPS	217567	KEYS	04/21/2022	1.89	04/22/2022
503	VILLAGE HARDWARE - DPS	217684	HARDWARE	04/26/2022	19.99	04/28/2022
1251	AUTOMATIC ENTRANCES OF W	2012874	REPAIR	04/21/2022	1,214.78	04/22/2022
Total 10-52100-234 BUILDING MAINTENANCE:					1,241.69	
10-52100-310 SUPPLIES/EXPENSES						
1344	WISCONSIN LABOR LAW POST	2460639	CUSTOMER ID 13385638	04/05/2022	281.00	04/08/2022
5033	OFFICE DEPOT -US COMMUNIT	234379876001	37360205 POLICE	03/29/2022	56.95	04/01/2022
Total 10-52100-310 SUPPLIES/EXPENSES:					337.95	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1560579	WICHMAN	04/05/2022	19.98	04/08/2022
473	STREICHER'S	1560585	HUBER	04/05/2022	120.54	04/08/2022
473	STREICHER'S	1560586	ADAMAITIS	04/05/2022	88.78	04/08/2022
473	STREICHER'S	1560587	WIESMUELLER	04/05/2022	181.99	04/08/2022
473	STREICHER'S	1560588	BASTRESS	04/05/2022	177.20	04/08/2022
473	STREICHER'S	1561430	WIESMUELLER	04/07/2022	85.00	04/15/2022
473	STREICHER'S	1561431	HUBER	04/07/2022	98.00	04/15/2022
473	STREICHER'S	1561432	BASTRESS	04/07/2022	108.59	04/15/2022
473	STREICHER'S	1561434	HANNA	04/07/2022	106.99	04/15/2022
473	STREICHER'S	1561435	PAUL	04/07/2022	170.00	04/15/2022
473	STREICHER'S	1561443	WIESMUELLER	04/07/2022	114.99	04/15/2022
473	STREICHER'S	1561445	WICHMAN	04/07/2022	125.00	04/15/2022
473	STREICHER'S	1562494	MORELLI	04/21/2022	174.99	04/22/2022
473	STREICHER'S	1563304	PAUL	04/21/2022	10.00	04/22/2022
473	STREICHER'S	1563737	WALKER	04/26/2022	103.98	04/28/2022
Total 10-52100-330 CLOTHING ALLOWANCE:					1,686.03	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2896234	10586-10586 POLICE DEPARTM	04/21/2022	166.47	04/22/2022
Total 10-52100-334 JANITORIAL SUPPLIES:					166.47	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 5

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-335 SCHOOL EXPENSES						
19	BEST WESTERN- WATERFRON	52448	LODGING	04/26/2022	180.00	04/28/2022
511	WAUKESHA COUNT TECH. COL	S0766634	INSERVICE	03/29/2022	37.20	04/01/2022
Total 10-52100-335 SCHOOL EXPENSES:					217.20	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140663	GIS DATA MAINT	03/28/2022	507.25	04/28/2022
39	RUEKERT MIELKE, INC.	140927	GIS DATA MAINT	04/14/2022	887.75	04/28/2022
Total 10-53100-233 GIS MAINTENANCE:					1,395.00	
10-53100-321 PROFESSIONAL DUES/MEETINGS						
1766	CONFLUENCE GRAPHICS	75616	BUSINESS CARDS	03/09/2022	40.00	04/01/2022
Total 10-53100-321 PROFESSIONAL DUES/MEETINGS:					40.00	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	22879	MAIL BOX PARTS	04/25/2022	96.27	04/28/2022
Total 10-53200-400 MATERIALS:					96.27	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	04/08/2022	0702787382-00013	04/14/2022	18.14	04/15/2022
536	WE-ENERGIES	4/5/2022	0702787382-00001	04/12/2022	202.74	04/15/2022
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					220.88	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	983783	SEASON FILL	04/13/2022	13,115.56	04/15/2022
2830	COMPASS MINERALS	984330	SEASON FILL	04/13/2022	1,681.83	04/15/2022
2830	COMPASS MINERALS	987034	SEASONAL	04/20/2022	3,227.72	04/22/2022
2830	COMPASS MINERALS	990769	RESERVE SALT	04/28/2022	1,616.88	04/28/2022
Total 10-53310-400 MATERIALS:					19,641.99	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	04/08/2022	0702787382-00016	04/14/2022	16.25	04/15/2022
536	WE-ENERGIES	04/08/2022	0702787382-00005	04/14/2022	16.25	04/15/2022
536	WE-ENERGIES	04/11/2022	0702787382-00003	04/14/2022	18.24	04/15/2022
Total 10-53400-221 BUS STOP-ELECTRIC:					50.74	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000703-1996-7	MSW	04/12/2022	7,021.17	04/15/2022
Total 10-53630-370 LANDFILL FEES:					7,021.17	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0064114-2286-5	YARDWASTE	04/12/2022	549.95	04/15/2022
1298	WASTE MANAGEMENT OF WI-M	0064227-2286-5	YARDWASTE	04/26/2022	566.74	04/28/2022
Total 10-53642-400 MATERIALS:					1,116.69	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7883119	SHOP	04/01/2022	11.90	04/08/2022
2241	ITU ABSORB TECH, INC	7887230	SHOP	04/01/2022	11.90	04/08/2022
2241	ITU ABSORB TECH, INC	7891377	SHOP	04/11/2022	11.90	04/15/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 6

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2241	ITU ABSORB TECH, INC	7895302	SHOP	04/18/2022	11.90	04/22/2022
2241	ITU ABSORB TECH, INC	7899554	SHOP	04/22/2022	11.90	04/28/2022
Total 10-53700-300 MISCELLANEOUS EXPENSE:					59.50	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	863239	MISC	04/18/2022	15.60	04/22/2022
43	AUTO PARTS & SERVICE	863418	MISC	04/22/2022	94.25	04/28/2022
89	FABICK CAT	SIMK0033636	TROUBLESHOOT	04/01/2022	2,641.77	04/08/2022
281	LINCOLN CONTRACTORS SUP	N88075	MISC	04/22/2022	48.40	04/28/2022
631	FACTORY MOTOR PARTS	160-133727	OIL	04/11/2022	6.33	04/15/2022
1074	MATHESON TRI-GAS, INC	51944059	ACETYLENE	04/11/2022	34.10	04/15/2022
1405	JX PETERBUILT- WAUKESHA	12176372P	PARTS	04/01/2022	149.16	04/08/2022
1405	JX PETERBUILT- WAUKESHA	12176469P	PARTS	04/01/2022	200.78	04/08/2022
1405	JX PETERBUILT- WAUKESHA	12177348P	PARTS	04/01/2022	579.59	04/08/2022
1405	JX PETERBUILT- WAUKESHA	12182640P	PARTS	04/18/2022	191.59	04/22/2022
1629	CASPER'S TRUCK EQUIPMENT	0052709-IN	PARTS	04/18/2022	132.25	04/22/2022
1800	MENARD'S - GERMANTOWN	21646	MISC GENERAL	04/01/2022	9.99	04/08/2022
1800	MENARD'S - GERMANTOWN	22405	MISC GENERAL	04/18/2022	14.50	04/22/2022
2000	DAVES WELDING	62183	FABRICATION	03/28/2022	1,243.59	04/01/2022
4529	NEU'S BUILDING CENTER, INC.	4400846	PARTS	04/18/2022	1,006.95	04/22/2022
4777	BATTERIES PLUS -	P50053197	BATTERY	04/01/2022	95.40	04/08/2022
Total 10-53700-341 REPAIR PARTS:					6,464.25	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	862025	DEF	04/01/2022	95.94	04/08/2022
1337	HERBST OIL, INC	80792	FUEL	04/22/2022	3,264.29	04/28/2022
1337	HERBST OIL, INC	80793	FUEL	04/22/2022	1,810.56	04/28/2022
1337	HERBST OIL, INC	80794	FUEL	04/11/2022	2,539.92	04/15/2022
1337	HERBST OIL, INC	80795	FUEL	04/11/2022	2,450.79	04/15/2022
Total 10-53700-343 FUEL:					10,161.50	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	4/5/2022	0702787382-00002	04/12/2022	865.50	04/15/2022
Total 10-53800-220 GAS UTILITIES:					865.50	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/5/2022	0702787382-00002	04/12/2022	1,344.75	04/15/2022
Total 10-53800-221 ELECTRIC UTILITIES:					1,344.75	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	03/22/2022	414 351-8900 758 7	03/29/2022	55.57	04/01/2022
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-300 MISCELLANEOUS EXPENSE						
727	WI DEPT. OF JUSTICE	NyMoWWkY	BACKGROUND CHECK DPW	04/26/2022	7.00	04/28/2022
1344	WISCONSIN LABOR LAW POST	2460639	CUSTOMER ID 13385638	04/05/2022	281.00	04/08/2022
2241	ITU ABSORB TECH, INC	7883121	DPW	04/01/2022	27.73	04/08/2022
2241	ITU ABSORB TECH, INC	7887232	DPW	04/01/2022	27.73	04/08/2022
2241	ITU ABSORB TECH, INC	7891379	TOWELS/MATS	04/11/2022	217.52	04/15/2022
2241	ITU ABSORB TECH, INC	7895304	DPW	04/18/2022	27.73	04/22/2022
2241	ITU ABSORB TECH, INC	7899556	DPW	04/22/2022	27.73	04/28/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 7

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53800-300 MISCELLANEOUS EXPENSE:					616.44	
10-53800-333 SAFETY PROGRAM						
5763	AMERICAN INDUSTRIAL MEDIC	23504B	AUDIOMETRIC TESTING	04/27/2022	500.00	04/28/2022
Total 10-53800-333 SAFETY PROGRAM:					500.00	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	2076	2ND QUARTER	03/30/2022	1,033.15	04/01/2022
Total 10-54100-214 HUMANE SOCIETY/MADACC:					1,033.15	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	22-001096	2ND QUARTER	04/14/2022	12,474.25	04/15/2022
Total 10-54100-215 CONTRACT - HEALTH:					12,474.25	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	5147	QUARTERLY LIBRARY	04/07/2022	64,461.50	04/08/2022
Total 10-55100-210 CONTRACT SERVICES:					64,461.50	
10-55200-435 PLAYGROUND MATERIALS						
1800	MENARD'S - GERMANTOWN	21649	POST	04/04/2022	560.72	04/08/2022
1800	MENARD'S - GERMANTOWN	22572	PLAYGROUND PARATS	04/18/2022	506.78	04/22/2022
Total 10-55200-435 PLAYGROUND MATERIALS:					1,067.50	
10-55200-445 TENNIS COURT MAINTENANCE						
357	MUNSON INC.	0055952	TENNIS COURTS	04/18/2022	816.00	04/22/2022
Total 10-55200-445 TENNIS COURT MAINTENANCE:					816.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	04/08/2022	0702787382-00011	04/14/2022	443.05	04/15/2022
Total 10-55440-220 GAS UTILITIES:					443.05	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	04/08/2022	0702787382-00010	04/14/2022	161.26	04/15/2022
Total 10-55440-221 ELECTRIC UTILITIES:					161.26	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	6150622	CLEANER	04/26/2022	54.76	04/28/2022
360	NASSCO INC.	61560035	PAPER PRODUCTS	04/26/2022	255.08	04/28/2022
4745	WHITLOW'S SECURITY SPECIA	180845	KEYS	04/18/2022	14.00	04/22/2022
Total 10-55440-450 SKATE RINK MATERIALS:					323.84	
10-56100-465 TREE MAINTENANCE						
4888	CARLIN SALES	3020638-00	FORESTRY	04/25/2022	60.49	04/28/2022
5933	WACHTEL TREE SCIENCE & SE	95426	SOIL TREATMENT	04/15/2022	165.00	04/28/2022
Total 10-56100-465 TREE MAINTENANCE:					225.49	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 8

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140663	GIS DATA MAINT	03/28/2022	186.25	04/28/2022
Total 21-53100-233 GIS MAINTENANCE:					186.25	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	220357801	HOTLINE TICKETS	03/31/2022	66.81	04/22/2022
2260	PORT A JOHN	0442084-in	PORT A JOHN	03/24/2022	131.00	04/28/2022
Total 21-71000-400 MATERIALS:					197.81	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	04/08/2022	0702767382-00004	04/14/2022	10.79	04/15/2022
Total 21-72000-220 GAS UTILITIES:					10.79	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	04/08/2022	0702767382-00004	04/14/2022	195.38	04/15/2022
536	WE-ENERGIES	04/08/2022	0702787382-00007	04/14/2022	36.64	04/15/2022
Total 21-72000-221 ELECTRIC UTILITIES:					232.02	
21-73000-400 MATERIALS						
60	L-R METER TESTING & REPAIR	4819	LABOR REPORTS	03/11/2022	921.80	04/15/2022
102273	CIVIC SYSTEMS, LLC	CVC21806	FORMATTING BILLS	04/05/2022	450.00	04/08/2022
Total 21-73000-400 MATERIALS:					1,371.80	
21-75000-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT2031926	AUDIT	03/30/2022	3,400.00	04/01/2022
Total 21-75000-210 CONTRACT SERVICES:					3,400.00	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	112172	SANITARY AND STORM OPEN	03/10/2022	968.00	04/01/2022
256	KAPUR & ASSOCIATES, INC.	112279	PPII	03/21/2022	168.00	04/01/2022
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					1,136.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
132	DAILY REPORTER, INC.	745334887	BID	03/08/2022	335.66	04/01/2022
132	DAILY REPORTER, INC.	745354737	SANITARY SEWER	03/25/2022	372.96	04/28/2022
256	KAPUR & ASSOCIATES, INC.	112172	SANITARY AND STORM OPEN	03/10/2022	10,706.00	04/01/2022
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					11,414.62	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6752130-2275-8	MONTHLY	04/12/2022	15,714.08	04/15/2022
Total 22-53650-210 CONTRACT SERVICES:					15,714.08	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	04/08/2022	0702787382-00012	04/14/2022	9.90	04/15/2022
Total 23-55420-220 GAS UTILITIES:					9.90	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	04/08/2022	0702787382-00011	04/14/2022	16.25	04/15/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 04/01/2022-04/30/2022Page: 9
Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 23-55420-221 ELECTRIC UTILITIES:					16.25	
23-55420-310 SUPPLIES/EXPENSES						
1344	WISCONSIN LABOR LAW POST	2460639	CUSTOMER ID 13385638	04/05/2022	281.00	04/08/2022
Total 23-55420-310 SUPPLIES/EXPENSES:					281.00	
23-55420-400 MATERIALS						
1007	HORIZON COMMERCIAL POOL	SV22032402-AC	POOL CHEMICALS	04/12/2022	5,124.08	04/15/2022
Total 23-55420-400 MATERIALS:					5,124.08	
23-91300-850 MISC POOL REPAIRS						
752	EMC2 MECHANICAL SOLUTION	273E	REPAIRS	04/12/2022	1,650.00	04/15/2022
Total 23-91300-850 MISC POOL REPAIRS:					1,650.00	
24-44430 ELECTRICAL PERMIT						
1238	ASSURED HEATING & COOLING	1.057260	8610 N REGENT RD-REFUND	03/03/2022	60.00	04/08/2022
Total 24-44430 ELECTRICAL PERMIT:					60.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFE BUILT	84937-IN	INSPECTIONS	03/31/2022	543.84	04/08/2022
2647	KWK ELECTRIC INC	20397	INSPECTION	03/29/2022	160.00	04/08/2022
Total 24-52400-210 CONTRACT SERVICES:					703.84	
25-52400-397 PUBLIC EDUCATION PROGRAM						
275	LEAGUE OF WI MUNICIPALITIES	2022 membership	STORMWATER GROUP	04/27/2022	200.00	04/28/2022
Total 25-52400-397 PUBLIC EDUCATION PROGRAM:					200.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	220357801	HOTLINE TICKETS	03/31/2022	66.82	04/22/2022
Total 25-53410-400 MATERIALS:					66.82	
25-53420-483 LANDSCAPING						
4888	CARLIN SALES	3018736-00	PENNMUNCH/STRAW/SEED	03/29/2022	1,118.92	04/01/2022
Total 25-53420-483 LANDSCAPING:					1,118.92	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140663	GIS DATA MAINT	03/28/2022	862.00	04/28/2022
39	RUEKERT MIELKE, INC.	140927	GIS DATA MAINT	04/14/2022	221.00	04/28/2022
Total 25-53800-233 GIS MAINTENANCE:					1,083.00	
25-55410-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT2031926	AUDIT	03/30/2022	3,400.00	04/01/2022
Total 25-55410-210 CONTRACT SERVICES:					3,400.00	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	138378	DOG BAGS	04/04/2022	517.30	04/08/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 04/01/2022-04/30/2022Page: 10
Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					517.30	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	112172	SANITARY AND STORM OPEN	03/10/2022	1,200.00	04/01/2022
256	KAPUR & ASSOCIATES, INC.	112448	DRAINAGE STUDY	03/31/2022	2,656.00	04/28/2022
535	MUNICIPAL LAW & LITIGATION	7024	VILLAGE ATTORNEY	04/21/2022	2,042.00	04/22/2022
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					5,898.00	
25-91500-847 STORMWATER PIPE TELEVISIONING						
1247	VISU-SEWER, INC.	33725	CCTV	03/11/2022	1,696.25	04/01/2022
Total 25-91500-847 STORMWATER PIPE TELEVISIONING:					1,696.25	
40-91200-801 SQUAD CARS						
4976	GENERAL COMMUNICATIONS	304990	EQUIPMENT	04/26/2022	121.00	04/28/2022
Total 40-91200-801 SQUAD CARS:					121.00	
40-91200-829 FACILITIES MAINTENANCE						
649	EXPRESS ELECTRIC	220060	ELECTRICAL WORK	04/26/2022	2,000.00	04/28/2022
Total 40-91200-829 FACILITIES MAINTENANCE:					2,000.00	
40-91500-801 STREET RESURFACING						
132	DAILY REPORTER, INC.	74537192	PAVEMENT	03/29/2022	431.57	04/28/2022
256	KAPUR & ASSOCIATES, INC.	112169	ROAD AND UTILITY	03/08/2022	234.00	04/01/2022
1073	WI DEPT. OF TRANSPORTATIO	395 0000255228	DESIGN	04/01/2022	2,671.54	04/28/2022
1073	WI DEPT. OF TRANSPORTATIO	395-0000252525	DESIGN	03/01/2022	3,806.25	04/01/2022
2016	BAXTER & WOODMAN INC.	212037.40	ROAD AND UTILITY	03/18/2022	4,259.19	04/28/2022
Total 40-91500-801 STREET RESURFACING:					11,402.55	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	112170	GENERAL PROF	03/08/2022	436.00	04/01/2022
2016	BAXTER & WOODMAN INC.	0233039	RETAINING WALL AND SITE	03/24/2022	1,673.75	04/28/2022
Total 40-91500-825 PROJECT MANAGEMENT:					2,109.75	
40-91600-800 STORMWATER ROAD PROJECT						
2016	BAXTER & WOODMAN INC.	212037.40	ROAD AND UTILITY	03/18/2022	4,259.19	04/28/2022
Total 40-91600-800 STORMWATER ROAD PROJECT:					4,259.19	
40-91600-833 TREE REPLACEMENT						
4888	CARLIN SALES	3018736-00	PENNMUNCH/STRAW/SEED	03/29/2022	1,026.27	04/01/2022
Total 40-91600-833 TREE REPLACEMENT:					1,026.27	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
983	MSA PROFESSIONAL SVCS, IN	R17951003.0-9	SHORELINE REPAIRS	04/06/2022	31,896.64	04/28/2022
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					31,896.64	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	140663	GIS DATA MAINT	03/28/2022	966.25	04/28/2022
39	RUEKERT MIELKE, INC.	140927	GIS DATA MAINT	04/14/2022	77.50	04/28/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 11

Report dates: 04/01/2022-04/30/2022

Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-53100-233 GIS MAINTENANCE:					1,043.75	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	72	MONTHLY	04/01/2022	23,613.93	04/01/2022
Total 50-81000-601 SOURCE OF WATER SUPPLY:					23,613.93	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	220357801	HOTLINE TICKETS	03/31/2022	66.82	04/22/2022
474	CORE & MAIN LP	Q537082	HYMAX	03/18/2022	617.04	04/01/2022
502	VILLAGE HARDWARE - VH	217057/1	WATER DEPT	04/06/2022	7.00	04/15/2022
1228	HAWK DAYLIGHTING LLC	6127	VACUUM	03/28/2022	1,172.50	04/01/2022
2241	ITU ABSORB TECH, INC	7883120	WATER DEPT	04/01/2022	8.60	04/08/2022
2241	ITU ABSORB TECH, INC	7887231	WATER DEPT	04/01/2022	8.60	04/08/2022
2241	ITU ABSORB TECH, INC	7891378	WATER	04/11/2022	46.53	04/15/2022
2241	ITU ABSORB TECH, INC	7895303	WATER DEPT	04/18/2022	8.60	04/22/2022
2241	ITU ABSORB TECH, INC	7899555	WATER DEPT	04/22/2022	8.60	04/28/2022
4888	CARLIN SALES	3018736-00	PENNMUNCH/STRAW/SEED	03/29/2022	1,121.22	04/01/2022
5528	TODD A GAULKE AUTHORIZE D	04122281720	WATER DEPT TOOLS	04/12/2022	99.99	04/22/2022
5901	AMERICAN LEAK DETECTION	10545	LEAK SURVEY	02/07/2022	450.00	04/22/2022
5901	AMERICAN LEAK DETECTION	10582	LEAK SURVEY AFTER HOURS	02/19/2022	915.00	04/22/2022
5901	AMERICAN LEAK DETECTION	10583	LEAK SURVEY	02/10/2022	450.00	04/22/2022
5901	AMERICAN LEAK DETECTION	10584	LEAK SURVEY AFTER HOURS	02/20/2022	525.00	04/22/2022
5901	AMERICAN LEAK DETECTION	10585	LEAK SURVEY	02/21/2022	820.00	04/22/2022
5901	AMERICAN LEAK DETECTION	10593	LEAK SURVEY	03/02/2022	450.00	04/22/2022
Total 50-81000-651 MAINTENANCE OF MAINS:					6,775.50	
50-81000-653 MAINTENANCE OF METERS						
60	L-R METER TESTING & REPAIR	4819	LABOR REPORTS	03/11/2022	921.81	04/15/2022
Total 50-81000-653 MAINTENANCE OF METERS:					921.81	
50-81000-655 MAINTENANCE OF OTHER PLANT						
2697	J. MILLER ELECTRIC INC.	8123	MISC ELECTRICAL	04/18/2022	588.00	04/28/2022
Total 50-81000-655 MAINTENANCE OF OTHER PLANT:					588.00	
50-81000-800 CAPITAL OUTLAY						
132	DAILY REPORTER, INC.	74537192	PAVEMENT	03/29/2022	431.57	04/28/2022
535	MUNICIPAL LAW & LITIGATION	7024	VILLAGE ATTORNEY	04/21/2022	2,024.00	04/22/2022
2016	BAXTER & WOODMAN INC.	212037.40	ROAD AND UTILITY	03/18/2022	4,259.19	04/28/2022
Total 50-81000-800 CAPITAL OUTLAY:					6,714.76	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMM	04/13/2022 FILTER	FILTER UPGRADE	04/21/2022	2,918.60	04/22/2022
Total 50-81000-844 NSWC CAPITAL PROJECTS:					2,918.60	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80095940	HOSTING SERV UNIT	03/30/2022	448.38	04/01/2022
Total 50-81000-903 SUPPLIES AND EXPENSE:					448.38	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
102273	CIVIC SYSTEMS, LLC	CVC21806	FORMATTING BILLS	04/05/2022	450.00	04/08/2022

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 04/01/2022-04/30/2022

Page: 12
Apr 28, 2022 01:42PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					450.00	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	BT2031926	AUDIT	03/30/2022	3,400.00	04/01/2022
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					3,400.00	
70-12100 TAXES RECEIVABLES						
157	BURNET TITLE	28329	059-0269-00 8339 LAKE DR	04/07/2022	107.09	04/15/2022
330	MILWAUKEE COUNTY TREASU	LOTTERY 2021	SPECIAL CHARGES LOTTERY	03/30/2022	1,193.53	04/01/2022
884	NADEEM, UZMA	28269	OVERPAYMENT	04/01/2022	1.85	04/08/2022
1153	TYLICKI, ALLISON	28090	OVERPAYMENT OF TAXE	03/28/2022	1,030.00	04/01/2022
1231	SEGEL, HOLLY	28132	OVERPAYMENT TAXES	03/28/2022	1,803.20	04/01/2022
1233	PHILLIPS, DENNIS OR CASSAN	27744-2/1/22	OVERPAYMENT	03/30/2022	296.17	04/01/2022
1239	TRIMBLE, ORLANDO OR DAWN	28321	OVERPAYMENT	04/13/2022	2.00	04/15/2022
Total 70-12100 TAXES RECEIVABLES:					4,433.84	
Grand Totals:					437,999.66	

Date Approved: _____

Village Manager: _____

Village Board: _____



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
Date: May 5, 2022
Re: MMSD Reimbursement Agreement

MMSD, as part of their private property infiltration and inflow (PPII) program, requires that a funding agreement be executed prior to the contract beginning work on the project.

MMSD has submitted the attached funding agreement to staff, it has been reviewed by the Village Attorney and it is my recommendation that the Village Board authorize the Village Manager and Village Attorney to sign the agreement.

M10005FP01

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Fox Point (Municipality) with its municipal offices at 7200 N. Santa Monica Boulevard, Fox Point Wisconsin, 53217-0000.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 31, 2022, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$40,000 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Any additional costs shall be offset by Municipality funds. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. Design and contract preparation costs

have been incurred by the Municipality prior to this agreement and will be reimbursed to a maximum of \$7,500 contingent upon the Municipality meeting all other conditions of this agreement. No additional reimbursement will be made for costs incurred prior to the effective date of this Agreement. The District will not reimburse costs that are not supported by documentation as outlined by this Agreement.

3. RESERVED

4. Selection of Professional Service Providers by Municipality

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of the Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review through a Comment Form

in the District's online application, eBuilder. Contractor pay applications that include a scope of work not funded by this Agreement shall have District reimbursable expenses clearly segregated and itemized." All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District

The reimbursement request shall include:

An invoice from the Municipality clearly stating the requested reimbursement amount;

All consultant invoices, approved contractor pay applications, and other expense invoices;

All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the tasks completed.

. The reimbursement request shall be submitted within 45 days of completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full-time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates, and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

By: _____
Kevin Shafer, P.E., Executive Director

By: _____
Scott Botcher, Village Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Scott Brandmeier	Municipality: Village of Fox Point
Mailing Address: 7200 North Santa Monica Boulevard	
Phone #: 414-247-6624	Email: sbrandmeier@villageoffoxpoint.com
Primary Contact: Scott Brandmeier	Primary Contact email:
Primary contact phone #:	
Consultant (if applicable)	
Firm: Kapur & Associates	Consultant's PM's Name: Yuriy Amelyan
Consultant Email: yamelyan@kapurinc.com	Consultant Phone number: 414-751-7285

II. PROPOSED SCOPE OF WORK

1.	What type of work will be included in this work plan application? Check all applicable.	
	☐ Planning ☐ Investigative ☐ Construction/Rehab ☐ Post Project Evaluation ☐ Training ☐ Other	
2.	What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 40,000.00
3.	Provide the scope of work that will be included in this work plan. Work includes the design, construction, and construction inspection for PPII reduction work for the two laterals at 1441 E Goodrich Ct. Both laterals drain into MH 4008-180 and excessive amounts of I/I have been identified to be entering the sanitary sewer system from this property. One lateral is no longer in service will be removal or abandoned in place. The second lateral is still in service to the main house on the property and will rehabilitated.	
4.	What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc. Kapur & Associates will perform the design and construction inspection activities, bid the work, provide a recommendation letter and staff will coordinate the work with the contractor. The contractor will be selected from those who will bid on the work.	
5.	What is the total number of properties in the project area?	1
6.	What is the assumed number of participating properties?	1
7.	What is your justification for the assumed participation rate? ☐ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements ☒ Other (Fill in Blank): This is the only property affected by the work.	

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?				
☒ Pre 1940's ☐ 1940 – 1960 ☐ 1961-1980 ☐ 1981-Present				
2. What is the average lot size within the project area?		43,060.00		
		☒ SF ☐ Acres		
3. In this area, is it typical that foundation drains are connected?				☐ Yes ☒ No
4. What sewershed(s) or metershed(s) is this project located in?				
4008				
5. Collection system characteristics in project areas:				
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):	
1920	☒ VCP ☐ Ductile Iron ☐ Cast-Iron ☐ Concrete ☐ Asbestos ☐ PVC	6-inch	☒ Circular ☐ Other	
6. Within the project area, is the mainline rehabilitated?				☒ Yes ☐ No
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed. The sanitary sewer main from MH 4008-180 down to Lift Station No. 2 was lined approximately 10 years ago and a section of the main was spot relayed in 2021 (due a sag and liner problems discovered after the lining was complete). The five to six homes on Goodrich tributary to this main were targeted in Work Plan No. 6 for rehab and two of the homes completed work on their laterals.				

7. Will public infrastructure work be contracted or completed with the private property work?

☐ Yes ☒ No

If "Yes", provide details of the public work.

This project will be bid as part of a larger public utility project lining sanitary main and man holes. This work will be paid for by the Village.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☐ Yes ☒ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

As noted in e-mails to MMSD staff in 2020 and 2021, the work was completed independent of a PPII funding agreement. No formal report was prepared but e-mail and photographic documentation was prepared of the problem the Village is experiencing.

More specifically, Great Lakes was hired to perform smoke testing in the Village - including in this area of sanitary sewer mains - and it was determined that smoke was billowing from an area of a yard at 1441 East Goodrich Court. Subsequently, we performed dye water testing of the area of the yard and did find that the depressional area in the yard is connected to our sanitary sewer main. This information is found within the following documents attached hereto: Report of lateral problem 1441 Goodrich_3, IMG_1114, IMG_1115, Smoke testing and Dye water testing.

More detail on the results of the work performed was prepared by Yuriy Amelyan from Kapur & Associates and this is included as Report of lateral problem 1441 Goodrich_2.

In September of 2021, MMSD staff was provided additional information related to the matter at hand. That e-mail showed the approximate location of the depression in the yard related to the 2020 aerial and the same area but with the 1937 aerial depicted. This is included as Report of the lateral problem 1441 Goodrich.

2. Describe how the project area and approach was chosen and prioritized.

The project area was chosen due to frequent high volumes of clear water intrusion into the sanitary sewer mains which lead to sanitary sewer overflows at Lift Station No. 2. Removing the clear water has been a priority for years (which included targeting the lining of the mainline and laterals previously). However, Village staff was not aware of the underground direct connection to the sanitary sewer main from the abandoned lateral at 1441 Goodrich Ct until 2020 when the smoke testing was completed.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	☐ Yes ☒ No
5. Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years. June 18, 2014, April 9, 2015, June 15, 2016, August 20-21, 2018, August 26-27, 2018, September 5, 2018, May 17, 2020, August 8, 2021, August 11, 2021	☒ Yes ☐ No
6. Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	☐ Yes ☒ No
7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	☐ Yes – go to item 8 ☒ No – go to item 9
8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.	

9. Do you plan on collecting pre-project baseline data as part of this project? ☐ Yes – go to item 10

☒ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

The target objective of this work plan is to remove an obvious clear water connection to the sanitary sewer main and, ultimately, eliminate the sanitary sewer overflows that occur at Lift Station No. 2.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The goal is to completely remove the improperly abandoned sanitary sewer lateral from the system and eliminate the direct connection of clear water to our sewer mains.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines).

Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project ☐ Yes ☒ No
cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

I am anticipating no more than two reimbursement requests - one for design and engineering and one for the construction and construction inspection.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

Scott Brandmeier
Director of Public Works
sbrandmeier@villageoffoxpoint.com
414-247-6624

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	☐ Yes ☒ No												
6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each. For projects under \$40,000, staff selects a consultant to perform the design activities. Due to Kapur's intimate knowledge of our sanitary sewer system, they will be selected to perform the design work. For construction projects, if the work exceeds \$25,000 then we bid the work per state statute. If the work is less than \$25,000, a minimum of three quotes are obtained for the work to be performed.													
7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs). MMSD reimbursable costs will be included in the design, construction and construction inspection contracts and will be easily identifiable.													
8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Name: Scott Botcher</td> <td style="width: 50%;">Position Title: Village Manager</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> <tr> <td>Name:</td> <td>Position Title:</td> </tr> </table>		Name: Scott Botcher	Position Title: Village Manager	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:	Name:	Position Title:
Name: Scott Botcher	Position Title: Village Manager												
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VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

The only public outreach necessary for this project is to coordinate the work with the property owner. Staff and our consultant will work with the owner to coordinate the work and keep them apprised of the appropriate schedule.



Project Location Map 1441 East Goodrich Court

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

SCALE: 1" = 50'



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

Print Date: 9/29/2021

Goodrich Court Cost Estimate

Task	Estimated Hours	Hourly Rate	Estimated Cost
Engineering and Design			
- Final Investigation	8	\$ 125.00	\$ 1,000.00
- Design and preparation of bid documents	48	\$ 125.00	\$ 6,000.00
- Bid assistance and recommendation	4	\$ 125.00	\$ 500.00
- Total engineering			\$ 7,500.00
Construction Inspection			
- Inspection	50	\$ 100.00	\$ 5,000.00
- As-built report	12	\$ 100.00	\$ 1,200.00
- GIS input	3	\$ 100.00	\$ 300.00
- Total inspection			\$ 6,500.00
	Units	Unit Price	Estimated Cost
Construction			
- Mobilization	LS	\$ 1,000.00	\$ 1,000.00
- Removal and capping of sanitary sewer lateral	LS	\$ 20,000.00	\$ 20,000.00
- Landscape restoration	LS	\$ 4,000.00	\$ 4,000.00
- Total Construction Cost			\$ 25,000.00
Subtotal			\$ 39,000.00
Contingencies			\$ 1,000.00
Total			\$ 40,000.00

From: [Scott Brandmeier](#)
To: [Specht, Becky](#)
Cc: [Scott Brandmeier](#)
Subject: RE: [EXT] Fox Point Work Plan
Date: Tuesday, October 12, 2021 2:01:22 PM

Becky,

Sorry for the delay. Here is the anticipated schedule:

1. January-February 2022 – design activities
2. March 2022 – advertise for bid and accept bids for the work
3. April 2022 – award the work
4. June-July 2022 – perform the work
5. August 2022 – receive as-built documentation
6. September-October 2022 – submit reimbursement to MMSD

Scott Brandmeier, P.E.
Director of Public Works
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217
414-351-8900
sbrandmeier@villageoffoxpoint.com

From: Specht, Becky <RSpecht@mmsd.com>
Sent: Thursday, October 7, 2021 5:10 PM
To: Scott Brandmeier <sbrandmeier@villageoffoxpoint.com>
Subject: RE: [EXT] Fox Point Work Plan

Scott,

I have been reviewing your work plan and it seems like I am missing the proposed schedule. Can you please provide schedule for your proposed work plan.

Becky Specht, P.E.

MMSD Senior Project Manager
[Private Property Inflow & Infiltration Program](#)

O: (414)-225-2162
E: RSpecht@mmsd.com

From: Specht, Becky
Sent: Thursday, September 30, 2021 2:34 PM
To: Haydon, Lauren <LHaydon@mmsd.com>
Subject: FW: [EXT] Fox Point Work Plan

ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to the beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be

submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables are organized, formatted, and delivered as specified by the contract and approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM via email or other approved digital transfer method.
16. Documentation of the limits of the lateral modifications and replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the property owner.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format.
20. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

- 1. Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality and at least 5 days prior to the start of the work, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
- 2. Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, District shall perform a warranty inspection and provide the results of the inspection to the Municipality and the Contractor.
- 3. Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b), and shall not be released until the Work is complete, exclusive of the warranty inspection.
- 4. Warranty Inspection:** MMSD shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding, shall be provided to the Municipality and the Contractor within fifteen (15) days of inspection.
- 5. Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
- 6. Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.



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: Plan Commission, Building Board

From: Kevin Ausman, Assistant Village Manager 

CC: Scott Botcher, Village Manager 

Date: May 10, 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 regular music will be played as part of the beer garden 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

§745-20(B) of the Fox Point Municipal Code regulates use of institutional districts. The Village Board made a positive referral of NBBC's beer garden proposal at the April 12, 2022 regular meeting to a joint meeting of the Plan Commission and Building Board on May 2, 2022. The Plan Commission on May 2, 2022 found that all four standards of the zoning code were met and referred back to the Village Board to approve the request. Upon approval of the temporary beer garden by the Village Board, Staff will execute a license agreement with NBBC for its operation on Village property.

Recommendation

Staff recommends that the Village Board accept the recommendation of the Plan Commission and approve the temporary beer garden and direct staff to execute the license agreement.

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







DAYS & HOURS OF OPERATION

Hours of Operation:

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

Saturday: 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



Municipal LAW

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

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

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct: (262) 806-0215
Facsimile (262) 548-9211
Email: elarson@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
SADIE R. ZURFLUH
LUCAS C. LOGIC

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

April 27, 2022

Kevin Ausman, Assistant Village Manager
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: Proposed Beer Garden
 License Agreement
 First Draft**

Dear Mr. Ausman:

I received your request that I draft a license agreement for use in hosting beer gardens. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft that I have prepared for your consideration. I believe you will find the enclosed to be self-explanatory.

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

Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/em

Enclosure

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

LICENSE AGREEMENT

AGREEMENT by and between the Village of Fox Point, a Wisconsin Municipality (“Licensor”) and New Barons Brewing Cooperative (“Licensee”).

WHEREAS, the Licensor is the owner of a certain improved parcel of land in the Village of Fox Point adjacent to the Municipal swimming pool in the location shown in attached Exhibit A, hereinafter known as “License Area”; and

WHEREAS, upon consideration of the mutual benefits described herein, the Licensor hereby intends to authorize the uses described herein, and Licensee agrees to conduct such uses as described herein.

NOW, THEREFORE, it is agreed as follows:

1. Premises. Licensor hereby licenses to Licensee the License Area subject to the terms and conditions set forth in this License Agreement.

2. Term. This license shall commence on the 11th day of June, 2022 and terminate on 9th day of September, 2022; inclusive.

3. Use of the Premises. Licensee shall use the License Area for purposes of a Beer Garden under the terms described in its presentation at the public hearing held May 10, 2022 and as modified by the Village Board at that meeting, as further described herein. Licensee shall maintain at their sole cost all necessary licenses to operate the Beer Garden and shall manage and control the License Area under the terms of those licenses and State Law for operation of an establishment selling fermented malt beverages. Licensee shall not serve any customers outside of the License Area.

4. Fee. Licensee shall pay to Licensor a fee of \$1.00 per month, payable in advance on the first of each month of the term of this License Agreement, with partial months during the term being prorated accordingly.

5. Licensee shall maintain the License Area in a clean and safe manner with adequate refuse and recycling operations.

6. Licensee shall be responsible for maintaining a safe and orderly operation and shall immediately and properly address any safety concerns or Ordinance violations raised by Licensor and its agents.

7. Indemnity. Licensee shall indemnify, defend, and hold Licensor, its officers, agents, employees, and insurers, free and harmless from any and all liabilities, claims, loss, damages, or expenses resulting from or arising out of Licensee's occupation and use of the License Area, including compensating the Licensor for any and all damage to buildings or improvements now or hereafter placed in the License Area, specifically including, without limitation, any liability, claim, loss, damage, attorneys' fees, or expense arising by reason of:

- a. The death or injury of any person, including Licensee or any person who is an employee, agent, or invitee of Licensee, or by reason of the Licensee's use of the License Area, and any loss, damage to, or destruction of any property, including property owned by Licensee or by any person who is an employee, agent, or invitee of Licensee, from any cause whatsoever while such person is in or on the License Area or in any way connected with the License Area or with any of the improvements or personal property on the License Area.

8. Insurance.

- a. Public Liability Insurance. Licensee shall, at Licensee's own cost and expense, secure and maintain during the entire term of this License a broad form comprehensive coverage policy of public liability insurance in the State of Wisconsin insuring against loss or liability caused by or connected with Licensee's occupation and use of the premises under this License in amounts not less than:
 - i. \$1,000,000.00 for injury to or death of one or more persons as a result of any one accident; and
 - ii. \$1,000,000.00 for damage to or destruction of any property or others.
- b. Additional Insurance. Licensee may carry at its own expense fire and extended coverage insurance (excluding earthquake insurance, which shall not be required).
- c. Licensors, its officers, agents, employees, and insureds shall be named additional insureds on insurance obtained by Licensee under this Paragraph.
- d. Proof of Insurance. Licensee shall provide proof of insurance including endorsements as required, in a form approved by the Village Attorney, prior to the commencement of the use.
- e. Cancellation Notice. Each insurance policy Licensee is required to obtain pursuant to this License shall contain a provision that it may not be cancelled or subject to reduction of coverage, modification or non-renewal for any reasons unless thirty (30) days' prior written notice thereof has been delivered to Licensors.

9. Assignment and Subleasing. Licensee shall not assign this license or sublicense the premises without the permission of Licensors.

10. Termination. The Licensors reserves the right to terminate the license with or without cause with or without notice. Any fees pre-paid for dates subsequent to the date of termination shall be refunded upon such termination by the Licensors.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

VILLAGE OF FOX POINT

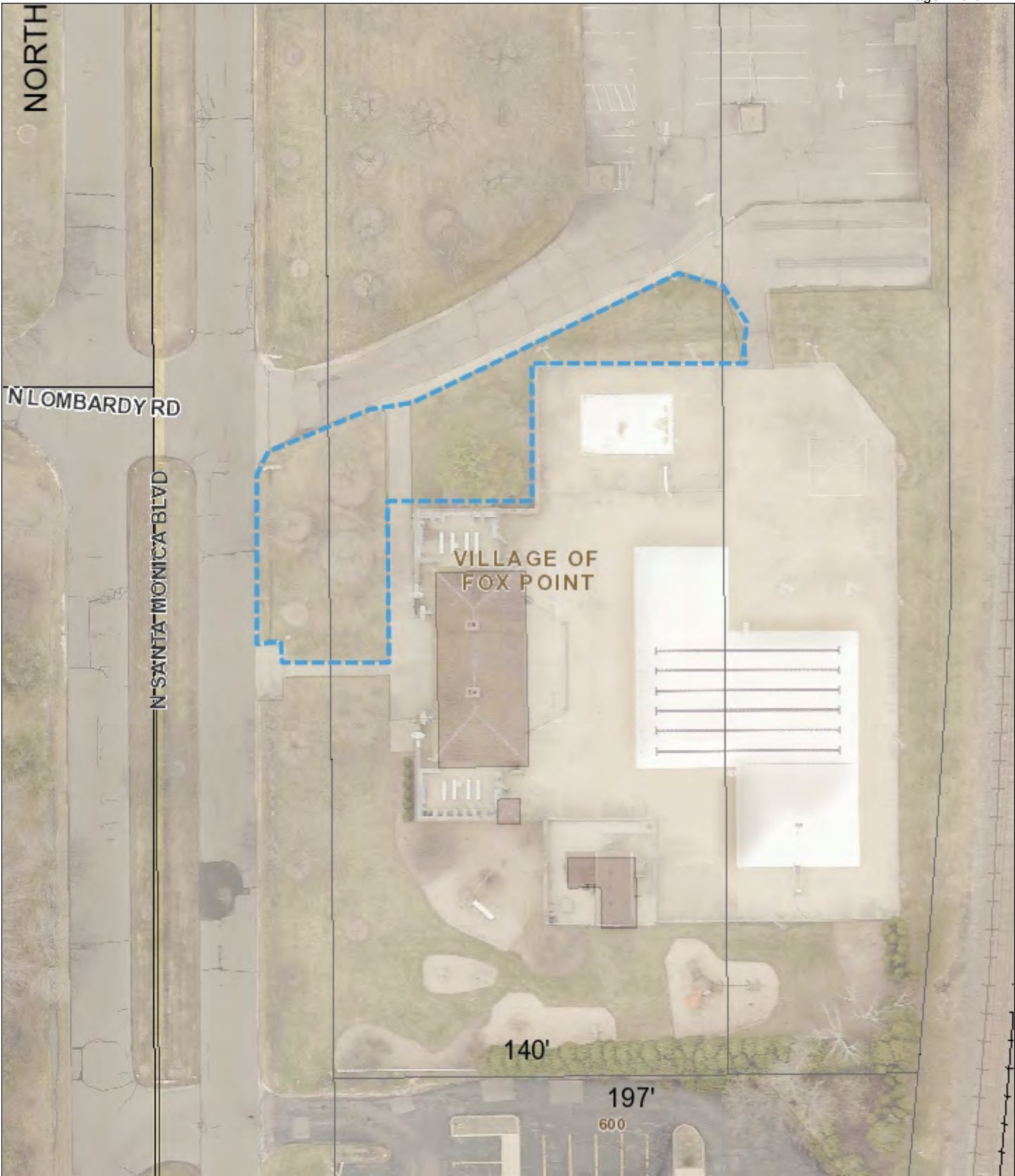
By: _____
Douglas A. Frazer, Village President

Attest: _____
Kelly Meyer, Village Clerk

NEW BARONS BREWING COOPERATIVE

By: _____
(signature of Licensee)

(print name and title of Licensee)



Village of Fox Point GIS

Exhibit A - Temporary Beer Garden Location

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives. SCALE: 1" = 47'



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

Print Date: 5/4/2022



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: Scott A. Botcher, Village Manager *SAB*

cc: Staff

Date: May 5, 2022

Re: 2022 Series A Financing

The Village Board is being asked to approve the (annual) "Initial Resolution Authorizing the Borrowing of Not to Exceed \$2,410,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2022A". This action will authorize Staff to begin the process for the sale of Notes in July. Justin Fischer from Baird will be at the meeting to make his presentation and answer any questions; the proposed 2022 Pricing Plan based on my direction.

The borrowing includes Capital items approved as part of 2022 budgeting process.

As of the last report I received from the Financial Manager, the Capital Fund fund balance was approximately \$1.17 million. Given that, I am proposing the utilization of \$1,000,000 of this balance toward capital projects, resulting in the borrowing you see before you. To be clear, these are not General Fund fund balance dollars, these are Capital Fund dollars

As reflected in the pricing plan, I have applied the \$1,000,000 proportionally across the three "borrowers" in this Series: Levy Supported, Stormwater Fund, and Water Fund. As the Levy supported portion of this Capital plan (net of expenses) is 63.34%, the Levy supported portion will get \$633,400 ($63.34 \times \$1,000,000$) applied to it. Stormwater is 13.39% so it will have \$133,900 ($13.39\% \times \$1,000,000$) applied to it, and Water is 23.37% so it will have 232,700 ($23.37 \times \$1,000,000$) applied to it. This leaves the borrowing amounts by application as reflected in your Financing Plan.

Additionally, I have included the following modifications:

Following extensive discussions with Staff, I have NOT included the Bradley Road project in this borrowing, and I am recommending it be reconsidered as part of the 2023 budgeting process.

The reasons for my exclusion of Bradley Road are twofold;

1. The Engineers' estimates for construction were substantially above \$4,000,000. Given the inflated price and the fact we have this borrowing and (assumably) the FEMA/Beach project still to fund in 2022 (probably with a private placement NAN/TRAN/BAN, all examples of short-term anticipation instruments), I felt that an additional \$4M+ of debt at this point was not in the Village's best interests.
2. It is apparent that while the decision rests with the Village Board, there remains disagreement among the neighbors on Bradley Road as to what they desire once Bradley Road is completed. We will hold additional Public Information Meetings in the Fall, after this summer construction season, in hopes of working through this to a greater degree.

Finally, an additional possible modification currently INCLUDED in the borrowing but POTENTIALLY recommended for removal is the Fox Lane Stormwater project.

The Engineers' estimate for this is \$504,000. While a worthy project, personally I'm not convinced it's worth \$504,000. Admittedly, we will have to do the project at some point but I want to be sensitive to not overpay now given current inflated costs even as it is a Stormwater project. As I've said, stormwater projects are always expensive given the scale of work.

The bid opening for this project is near the end of May, and, at that point, we will see what the bids are. If bids are excessive, I may recommend we delay this project as well, and I would then remove \$504,000 from the borrowing. It is currently on the Capital (levy supported) side of the ledger.

(As an aside, the Village is allowed to borrow less than the amount in the Initial Resolution, but not more.)

Please reach out to me before the meeting if you have any questions.



Village of Fox Point

2022 Financing Plan

May 10, 2022

Justin Fischer, Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3635
Fax 414.298.7354

Village of Fox Point

2022 Financing Plan

May 10, 2022

Tax Exempt Interest Rates - Past 30 Years of 10-Year Maturity (AAA MMD)





Village of Fox Point

2022 Financing Plan

May 10, 2022

Borrowing Amount / Structure / Purpose

Estimated Amount:	\$2,410,000
Issue:	General Obligation Promissory Notes
Maturity:	April 1, 2023 – April 1, 2032
First Interest:	April 1, 2023
Callable:	April 1, 2030 or any date thereafter
Purpose:	• Levy Supported Projects (\$1,492,965) - \$1,525,000 • Water Supported Projects (\$548,300) - \$560,000 • Storm Water Supported Projects (\$315,602) - \$325,000
Estimated Interest Rate:	3.53%

Tentative Timeline

- Village Board reviews plan of finance and considers Initial resolution..... May 10, 2022
 - Preparations are made for Issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- Village Board considers award resolution for Notes (finalizes terms and interest rates)July 12, 2022
- Closing (funds available).....August 2, 2022



Village of Fox Point

2022 Financing Plan

May 10, 2022

Hypothetical Financing Plan (2022 CIP, Water & Storm Water Projects)

YEAR DUE	EXISTING DEBT SERVICE (Levy Supported) (A)	LEVY SUPPORTED \$1,525,000 G.O. PROMISSORY NOTES - PRELIMINARY Dated August 2, 2022 (First Interest 4/1/2023)			WATER SUPPORTED \$560,000 G.O. PROMISSORY NOTES - PRELIMINARY Dated August 2, 2022 (First Interest 4/1/2023)			STORMWATER SUPPORTED \$325,000 G.O. PROMISSORY NOTES - PRELIMINARY Dated August 2, 2022 (First Interest 4/1/2023)			COMBINED DEBT SERVICE (Levy Supported)	HYPOTHETICAL MILL RATE IMPACT (C)	YEAR DUE
		PRINCIPAL (4/1)	NET INTEREST ^(B) (4/1 & 10/1) TIC = 3.53%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC = 3.53%	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC = 3.53%	TOTAL			
2022	\$1,676,182										\$1,676,182	\$1.35	2022
2023	\$1,650,400	\$80,000	\$33,164	\$113,164	\$40,000	\$26,765	\$66,765	\$25,000	\$15,489	\$40,489	\$1,763,564	\$1.40	2023
2024	\$1,615,218	\$135,000	\$57,205	\$192,205	\$50,000	\$20,605	\$70,605	\$30,000	\$11,845	\$41,845	\$1,807,423	\$1.40	2024
2025	\$1,621,286	\$140,000	\$50,330	\$190,330	\$50,000	\$18,105	\$68,105	\$30,000	\$10,345	\$40,345	\$1,811,616	\$1.38	2025
2026	\$1,603,917	\$145,000	\$43,205	\$188,205	\$55,000	\$15,480	\$70,480	\$30,000	\$8,845	\$38,845	\$1,792,122	\$1.34	2026
2027	\$1,427,996	\$155,000	\$35,705	\$190,705	\$55,000	\$12,730	\$67,730	\$30,000	\$7,345	\$37,345	\$1,618,701	\$1.18	2027
2028	\$1,124,155	\$160,000	\$28,630	\$188,630	\$60,000	\$10,155	\$70,155	\$35,000	\$5,895	\$40,895	\$1,312,785	\$0.94	2028
2029	\$991,595	\$170,000	\$22,030	\$192,030	\$60,000	\$7,755	\$67,755	\$35,000	\$4,495	\$39,495	\$1,183,625	\$0.83	2029
2030	\$779,612	\$175,000	\$15,611	\$190,611	\$60,000	\$5,520	\$65,520	\$35,000	\$3,191	\$38,191	\$970,224	\$0.67	2030
2031	\$492,692	\$180,000	\$9,488	\$189,488	\$65,000	\$3,364	\$68,364	\$35,000	\$1,984	\$36,984	\$682,179	\$0.46	2031
2032	\$169,302	\$185,000	\$3,191	\$188,191	\$65,000	\$1,121	\$66,121	\$40,000	\$690	\$40,690	\$357,493	\$0.24	2032
	<u>\$13,152,353</u>	<u>\$1,525,000</u>	<u>\$298,559</u>	<u>\$1,823,559</u>	<u>\$560,000</u>	<u>\$121,600</u>	<u>\$681,600</u>	<u>\$325,000</u>	<u>\$70,124</u>	<u>\$395,124</u>	<u>\$14,975,912</u>		

(A) Includes \$45,000 bid premium to offset interest in 2022 from the 2021 G.O. Promissory Notes.

(B) Hypothetical bid premium offset of \$40,000 applied to offset estimated interest payments due in 2023. Total estimated bid premium of \$49,685 is available.

(C) Mill rate based on 2021 Assessed Valuation of \$1,238,277,800 with 2.00% annual growth.



Village of Fox Point

2022 Financing Plan

May 10, 2022

General Obligation Debt Service Payments – Includes 2022 Issue Hypothetical Total Debt Service and Revenue Offsets, Preliminary, Subject to Change

Calendar Year	TOTAL DEBT SERVICE REQUIREMENTS			LESS: REVENUE OFFSETS				HYPOTHETICAL		NET DEBT SERVICE
	PRINCIPAL	INTEREST	TOTAL	STORM WATER ALLOCATION	SEWER ALLOCATION	WATER ALLOCATION	POOL ALLOCATION	2021 BID PREMIUM	2022 BID PREMIUM	
2022	\$1,902,000	\$291,246	\$2,193,246	(\$198,484)	(\$114,506)	(\$143,662)	(\$15,413)	(\$45,000)		\$1,676,182
2023	\$2,028,000	\$360,682	\$2,388,682	(\$241,665)	(\$117,274)	(\$206,029)	(\$20,150)		(\$40,000)	\$1,763,564
2024	\$1,980,000	\$295,847	\$2,275,847	(\$200,575)	(\$75,227)	(\$192,623)				\$1,807,423
2025	\$2,030,000	\$243,668	\$2,273,668	(\$196,715)	(\$72,605)	(\$192,732)				\$1,811,616
2026	\$2,065,000	\$191,311	\$2,256,311	(\$196,784)	(\$69,900)	(\$197,505)				\$1,792,122
2027	\$1,805,000	\$142,311	\$1,947,311	(\$135,286)	(\$1,634)	(\$191,690)				\$1,618,701
2028	\$1,505,000	\$102,170	\$1,607,170	(\$91,989)	(\$1,699)	(\$200,697)				\$1,312,785
2029	\$1,355,000	\$69,870	\$1,424,870	(\$64,745)	(\$1,661)	(\$174,840)				\$1,183,625
2030	\$1,140,000	\$44,319	\$1,184,319	(\$38,191)	(\$1,719)	(\$174,185)				\$970,224
2031	\$850,000	\$24,583	\$874,583	(\$36,984)	(\$1,772)	(\$153,648)				\$682,179
2032	\$465,000	\$7,628	\$472,628	(\$40,690)	(\$1,624)	(\$72,820)				\$357,493
	\$17,125,000	\$1,773,634	\$18,898,634	(\$1,442,107)	(\$459,621)	(\$1,900,431)	(\$35,563)	(\$45,000)	(\$40,000)	\$14,975,912

VILLAGE OF FOX POINT, WISCONSIN

RESOLUTION NO. _____

**INITIAL RESOLUTION AUTHORIZING THE
BORROWING OF NOT TO EXCEED \$2,410,000 AND
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES**

WHEREAS, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) has determined that it is necessary to raise funds for the public purpose of:

- (a) Capital projects including but not limited to acquisition of municipal equipment and vehicles, tree replacement, street improvements, storm water projects, and water system projects; and
- (b) Professional and financing fees;

(a and b above collectively referred to as the “Public Purpose”), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village Board of the Village hereby finds and determines that the Village has sufficient power and authority to authorize such Public Purpose as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the issuance of general obligation promissory notes will not cause the Village to exceed any general or special limit on indebtedness.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

1. Authorization of the Notes. Under and by virtue of the provisions of Section 67.12(12) of the Wisconsin Statutes, the Village shall issue its general obligation promissory notes, in an aggregate sum not to exceed \$2,410,000 (the “Notes”) for the purpose of paying the costs of the Public Purpose, including, but not limited to, the following:

- (a) Capital projects including but not limited to acquisition of municipal equipment and vehicles, tree replacement, street improvements, storm water projects, and water system projects; and
- (b) Professional and financing fees.

2. Sale of the Notes. To evidence such indebtedness of the Village, the Village President and the Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell the Notes to a purchaser to be determined by public sale and approved by subsequent resolution of the Village Board.

3. Sale Date. The Village shall offer the Notes for public sale on or about July 12, 2022.
4. Official Notice of Sale. The Village Clerk, in consultation with the Village's financial advisor, Robert W. Baird & Co. Incorporated (the "Financial Advisor"), shall cause an official notice of sale to be prepared and distributed and may prepare or cause to be prepared an official statement pursuant to SEC Rule 15c2-12.
5. Award of the Notes. Following receipt of bids for the Notes, the Village Board shall consider taking further action to provide additional details of the Notes, shall award the Notes to the lowest responsible bidder whose proposal results in the lowest true interest cost to the Village, and shall levy a direct annual tax sufficient in amount to pay and for the express purpose of paying and discharging the principal and interest on said Notes as the same become due as required by law.
6. Financial Advisor; Official Statement. The Village President and the Village Clerk are hereby authorized and directed to consult with the Financial Advisor and to prepare financing as described herein for consideration by the Village at a subsequent meeting. The Village President and the Village Clerk are hereby authorized and directed to prepare a preliminary official statement and to supply copies of the same to potential purchasers of the Notes for the financing. Any preliminary official statement, notice of sale or bid form shall provide on the face thereof that the terms of any financing described therein are subject to approval at a subsequent meeting of the Village Board and that such financing is subject to revision or withdrawal.
7. Reimbursement Resolution. The Village shall make expenditures as needed from its funds on hand to pay the costs of the projects until proceeds of the Notes which may be issued become available. The Village hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Notes.
8. Prior Resolution; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 10th day of May, 2022.

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

By: _____
Douglas H. Frazer, Village President

Attest: _____
Kelly A. Meyer, Village Clerk

CERTIFICATION BY VILLAGE CLERK

I, Kelly A. Meyer, being first duly sworn, hereby certify that I am the duly qualified and acting Village Clerk of the Village of Fox Point, Milwaukee County, Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of the Village and of its Village Board; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all of the records in relation to the adoption of Resolution No. _____ (the "Resolution") entitled:

INITIAL RESOLUTION AUTHORIZING
THE BORROWING OF NOT TO EXCEED \$2,356,867
AND PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Village Board at a meeting held at Village Hall, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217, at ____ p.m. on May 10, 2022. Said meeting was a regular meeting of the Village Board and was held in person at Village Hall, with a remote attendance option in accordance with the hybrid meeting procedures adopted by the Village, with public access.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting at Village Hall and the Village's website.

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

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
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I noted and recorded that a quorum was present.

Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____.

Following discussion and after all members of the Village Board who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
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ABSTAINED:

_____	_____
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Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto as of the 10th day of May, 2022.

[SEAL]

Kelly A. Meyer, Village Clerk

REPORT BRIEF

SINKING TREASURE

A look at the Milwaukee County Parks' troubled finances and potential solutions



WISCONSIN
POLICY FORUM

The financial challenges facing the Milwaukee County Parks have been well-documented by the Wisconsin Policy Forum, county officials and auditors, and several blue ribbon commissions over the past two decades. Yet, despite growing public awareness and a successful 2008 advisory referendum supporting a dedicated sales tax for the parks, their unmet operating and capital needs continue to grow.

To address this urgent matter, the Milwaukee County Parks commissioned the Wisconsin Policy Forum to conduct a research and facilitation project that would consider options for creating a sustainable financial path forward.

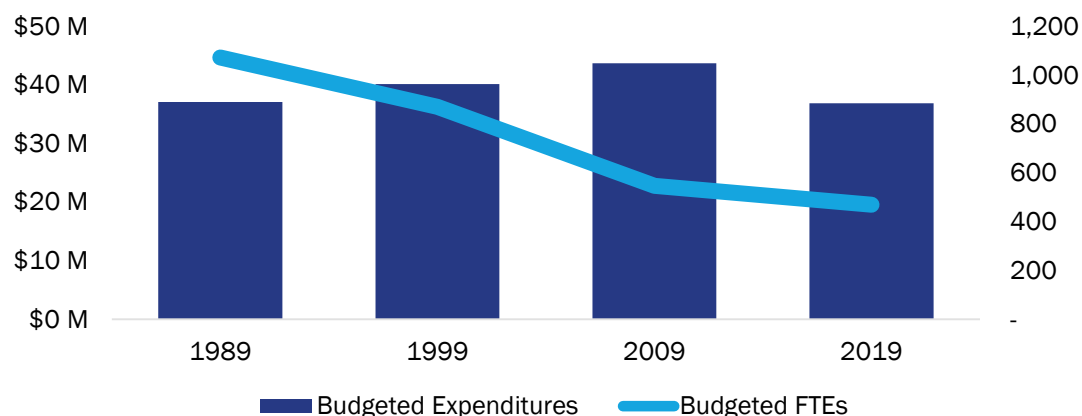
This report is the first deliverable associated with that that project. It begins by reviewing the history of Milwaukee County's financial support for its parks and reassessing the parks department's current financial condition and challenges. It then explores funding and governance models used by peer park systems and concludes by summarizing the potential to consider elements of those models for Milwaukee County.

Reassessing the Parks' Financial Challenges

We began our analysis of the current financial condition of the Milwaukee County Parks by reviewing parks department revenue, spending, and staffing data from the 1980s to the present. While a review going back 30 years is limited by several factors that are described in the full report, this historical perspective still paints an eye-opening picture of the decline in parks department operating budgets and full-time-equivalent employees (FTEs) since the 1980s.

For example, the chart below shows that in 1989, the department's operating budget totaled \$37.1 million and grew slowly (17.8%) over the next two decades to reach \$43.7 million in 2009. However, over the next decade, budgeted departmental expenditures fell back to \$36.9 million – \$200,000 less than 30 years earlier in nominal dollars.

Parks department budgeted FTEs and operating expenditures (nominal dollars), 1989-2019



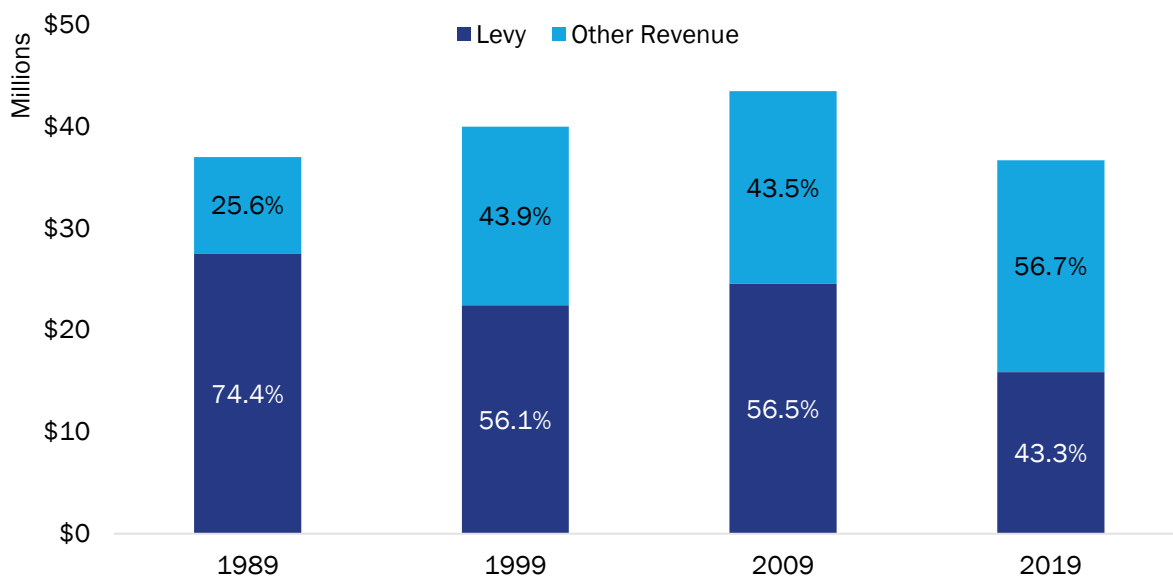
When we adjusted the budgeted expenditure totals for inflation (based on the Consumer Price Index), we found **the department's operating budget declined from \$76.5 million in inflation-adjusted dollars in 1989 to \$36.9 million in 2019 – a decrease of more than 50%.**

Given the need for inflationary increases in salaries and the rising cost of health care and other employee benefits over the years, it is not surprising that **the department's staffing levels also dropped precipitously – from 1,073 FTEs in 1989 to 469 in 2019**. That 56% decrease corresponds closely with the 51% decline in inflation-adjusted budgeted operating expenditures.

Parks revenue mix transformed as county's finances worsen

Digging a little deeper reveals some important changes in the mix of revenues that have supported parks operations over time. Our next chart shows the department's total budgeted operating revenues from 1989 to 2019 broken down between tax levy and other sources. The "other revenue" category consists largely of "earned revenues" generated from permits, admissions fees, food and beverage sales, rentals, etc.

Change in parks department revenue mix, 1989-2019



As shown in the chart, **the share of the department's total operating revenues that comes from property taxes decreased dramatically over the period**, from 74% in 1989 to 43% in 2019. Meanwhile, the department's property tax amount (unadjusted for inflation) dropped from \$27.5 million to \$15.9 million.

The department's ability to more than double the amount of its non-property tax revenues during the 30-year period (from \$9.5 million in 1989 to \$20.8 million in 2019) helped ease the pain of reduced property tax support. Some of this new revenue has been generated through public-private partnerships in the parks, including Bartolotta's Lake Park Bistro, the Starbucks in Red Arrow Park, and, more recently, the establishment of a new beer garden in Estabrook Park and travelling beer gardens throughout the county parks system.

This success certainly did not erase that pain, however, as demonstrated by the sizable overall decline in the department's operating budget in real terms. In addition, the department's increasing reliance on earned revenues has created a set of new and emerging challenges.



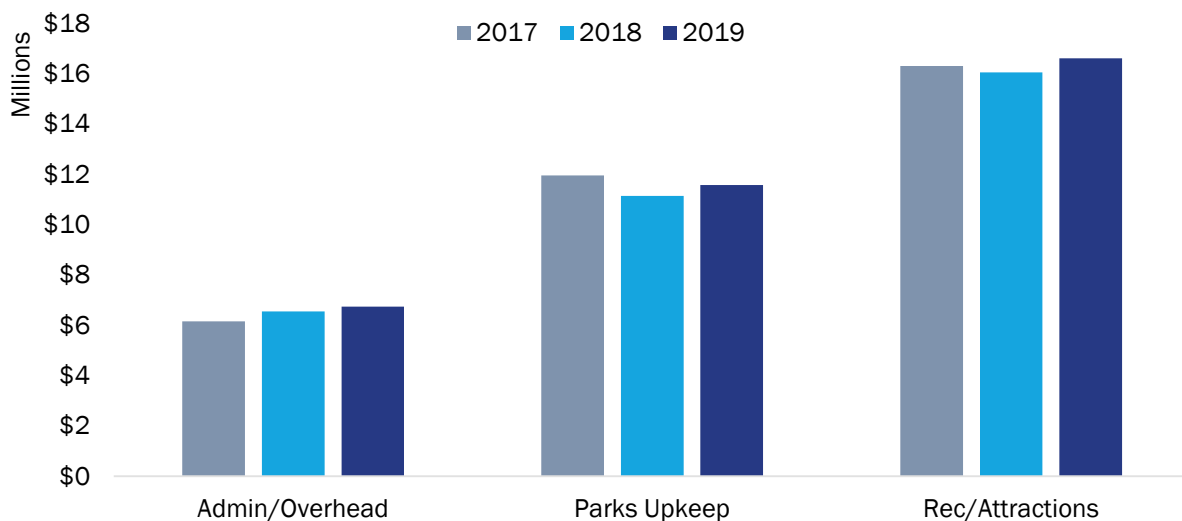
Revenue-generating activities become paramount

To bridge our review of historical trends with the parks department's current financial challenges, we analyzed actual revenues and expenditures over the most recent three years for which those data were available (2017-2019). We could have used unaudited actual figures for 2020, but that year was an anomaly in light of the pandemic.

In light of the department's remarkable shift in revenue composition over the past 30 years, including its dramatic reduction in property tax levy support, we organized our analysis in a manner that is designed to highlight the distinction between revenue- and non-revenue-generating functions and amenities in the parks.

The chart below begins that analysis by breaking down actual departmental spending by general administration/overhead, general county parks upkeep, and recreational facilities and attractions that are housed within certain parks. It shows that in 2019, 19% of departmental expenditures were devoted to overhead and administration and 33% to general upkeep of parks while more than half (52%) were dedicated to revenue-generating recreational facilities and attractions.

Breakdown of parks department actual expenditures, 2017-2019



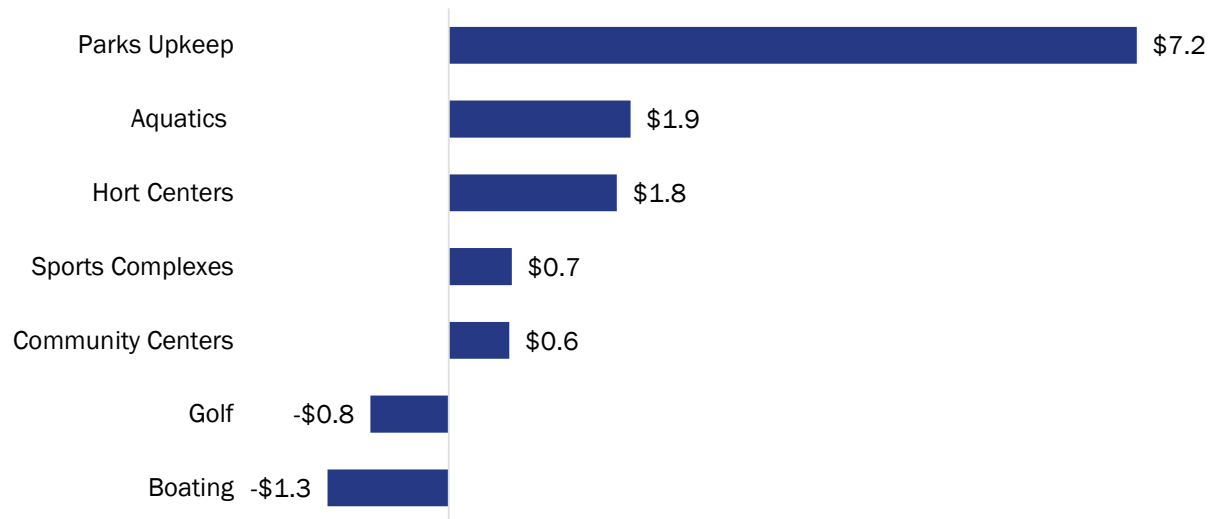
The different groups of activities and amenities that comprise the “Recreation and Attractions” category include golf courses, boating facilities (including McKinley Marina), horticultural centers (including Boerner Botanical Gardens and the Mitchell Park Domes), aquatics, sports complexes, and community centers. The “Parks Upkeep” category refers to the expenditures within county parks (including those related to parkways) that allow users to safely enjoy the parks and engage in activities for which admissions fees or paid permits generally are not required. The annual net property tax expenditure on this upkeep in 2019 was about \$7 million.

It is important to note that not all of the revenue-generating recreational facilities and attractions generate a net profit. In fact, as shown in the next chart, only Boating and Golf were net revenue generators for the parks department in 2019. This circumstance raises an important question: given that earned revenues are now the largest revenue source for the parks and there is a growing need



to maximize “profit” from revenue-generating amenities, should the department’s shrinking property tax levy continue to support those that are not fulfilling their basic task of earning net revenue? Or, do certain amenities that charge fees but fail to fully support themselves still merit tax levy support for the sake of public access and enjoyment?

Actual property tax levy support for different parks categories (in millions), 2019



Capital picture perhaps more challenging than operations

The Milwaukee County Parks’ capital budget challenges are similarly fierce and were most recently documented by the Forum in a 2019 report ([Picking Up the Pieces](#)). We assessed the gap between needed parks capital projects and available county financing as “insurmountable” and suggested the county’s overall capital backlog had grown so large that a new capital funding source alone could not solve the problem and liquidation of certain assets also may be required.

Two years later, that overall picture has not changed. The amount of capital funding required to pay for parks capital projects in the county’s most recent five-year Capital Improvements Plan (CIP) averages \$36.6 million per year from 2022 through 2025 – more than four times the average of \$8 million budgeted annually over the previous nine years. Also, we do not include a \$66 million renovation of the Domes due to the uncertainty surrounding that project. Had that been included, the parks department capital requests would total over \$212 million over the next four years.

Takeaways

The Milwaukee County Parks should now be viewed as two distinct elements: a set of revenue-generating amenities and attractions that are essential to the department’s fiscal well-being and that citizens therefore must continue to pay to use; and another set of traditional open spaces, trails, ballfields, playgrounds, etc. that provide largely unfettered access to the general public and that are essential to the parks system’s historical mission.

Among the questions raised by this dichotomy are the following:



- o “Parks upkeep” is a major expense that cannot be substantially offset with earned revenues; given the staffing shortages and other factors that have created a host of maintenance and other upkeep needs in the parks, how can this cost center be enlarged?
- o If the department’s earned revenue emphasis is to continue, is it properly resourced to maximize that potential? Conversely, if additional resources are allocated to enhance revenue-generating amenities, what would that mean for other parks assets that meet the community’s needs?
- o Should the county continue to operate certain amenities and attractions in the “revenue-generating” category that are not able to function without property tax levy support?
- o Overall, can principles of earned revenue maximization and robust public access (particularly through a racial equity lens) co-exist? If not, then what are some possible paths forward?

Exploring Peer Park Systems

We took a look at several peer park systems throughout the U.S. to provide new ideas and insights to address the challenges discussed above. A lengthy initial list of peers was narrowed a handful that we deemed to have governance, financial, or other elements that may be particularly relevant for consideration by parks stakeholders in Milwaukee County.

Minneapolis

The Minneapolis Park and Recreation Board (MPRB) is an independent park district governed by an elected Board of Commissioners. The district has its own property tax levy authority per state statutes. The nine Board members are elected every four years by Minneapolis voters.

A distinguishing feature is not only the independent nature of the park district, but also the existence of a Board of Estimate and Taxation (BET) that serves as an oversight mechanism for most taxing and borrowing authorities within the city of Minneapolis, including MPRB. One of its major roles is setting the maximum combined levy authority for entities under its purview.

An important role also is played by the Metropolitan Council (Met Council), a regional policymaking and planning authority. The Met Council provides its partner park systems with direct financial support as well as serving as a pass-through for state monies.

Finally, MPRB’s use of an enterprise fund to house certain revenue-generating amenities, like golf courses and ice skating facilities, offers food for thought. The enterprise fund ensures that amenities with potential to earn enough revenue to cover operating and capital costs do so and do not require general fund support. While each amenity within the enterprise fund is not expected to make a profit, the intention is to ensure that all such amenities or activities collectively pay for themselves.

Cleveland

Cleveland Metroparks is another independent park district governed by a three-member Board of Park Commissioners who are appointed by a Cuyahoga County probate judge. Its authority to levy property taxes is granted by the state of Ohio as well as voters. State statute authorizes an ongoing levy of 0.5 mills and voters may approve an additional levy of up to 3.0 mills. Metroparks typically makes 10-year levy requests of voters; the current rate of 2.7 mills expires in 2023.

One of Metroparks' distinguishing features is the use of community organizations to provide programming within parks. Twelve nonprofits offer activities like summer camps, archery, recreation, natural sciences, history, arts, and horse riding instruction. These groups are not funded by Metroparks, instead receiving financial support through class fees, special events, and philanthropy.

Also, unlike many larger park systems, Cleveland Metroparks does not have friends groups supporting its parks. Instead, staff manage a 6,000+ team of volunteers who serve either in the parks or at the zoo.

Dane County

Dane County Parks functions as a division of Dane County's larger Land and Resources Department. Resources often are shared among divisions depending on project or program needs. Embedding the parks within a larger department with broader environmental protection responsibilities allows for flexibility in absorbing budgetary changes and the ability to tap into additional expertise and resources across the other divisions.

As in Milwaukee County, the County Executive and Board of Supervisors provide ultimate policy and budget oversight for the department, though Dane County does have a Park Commission that serves in an advisory capacity. The commission provides policy guidance as well as an important level of deliberation over any new fees or fee increases.

Another distinguishing factor is Dane County Parks' reliance on friends groups and other volunteers to provide programming and enhance the user-friendliness of the parks. Milwaukee County Parks does benefit from several local friends groups but mainly for capital and maintenance needs.

Finally, we found interesting Dane County's practice of inviting fee waiver requests from citizens to ensure equitable public access. Such an approach might be considered by Milwaukee County stakeholders both for equity purposes and to potentially make broader use of fees more palatable.

Seattle

Seattle parks have historically been owned, operated, and funded by the city of Seattle's Parks & Recreation Department. Seattle voters modified the governance structure in 2014, however, when they approved creation of the Seattle Park District to levy a dedicated property tax to support the park system in line with the city's fast-growing population. The park district levies the tax but the city still owns, operates, and maintains all park and recreation land, facilities, and equipment.

The Seattle Park District is governed by a Board of Commissioners but that board is filled by the members of the Seattle City Council. The district's boundaries also are identical to those of the city of Seattle. The district essentially was created to take advantage of a provision in Washington state law that allows a park district to levy a property tax of up to \$0.75 per \$1,000 of assessed value. According to the district's website, it collected a levy of \$0.22 per \$1,000 in 2019.

Property tax levy from the Park District provides a dedicated financing mechanism for both operating and capital needs, although the city still provides additional general fund support for operations. The parks also benefit from provisions in state law that allow revenues from two separate 0.25% taxes on real estate transactions to be used for parks capital projects.

Sonoma County, CA

Sonoma County Regional Parks are a county-owned and administered park system located about 60 miles north of San Francisco. A noteworthy aspect to this park system is the Measure M sales tax. Approved by voters in 2018, a 1/8 cent sales tax will generate dedicated revenue for parks operating and capital purposes from 2019-2029. Two-thirds of the proceeds flow to the county parks while the remaining third is shared with the county's nine city park systems.

In 2020, Measure M funds supplied 19% (\$7.5 million) of the Sonoma County Regional Parks' \$39.1 million operating budget while general fund revenues still were relied upon to support 11% (\$4.5 million). This general fund support was built into the measure, which requires all recipients of the sales tax dollars to provide a level of local support for their park systems. To that end, a Measure M Citizens Oversight Committee was created to ensure appropriate budgeting of Measure M revenues.

Madison Parks and Rec

The Madison Parks Division falls under the umbrella of the city's Department of Public Works. The Parks Division is overseen by a superintendent and two assistant superintendents, who report to an appointed Board of Park Commissioners. That board sets some park fees, though budget authority resides with the city's Common Council and Mayor.

Madison Parks offers limited programming directly, often partnering with community organizations to offer recreational and enrichment opportunities. The Madison School & Community Recreation (MSCR) department of the city's school district is a primary partner, paying a fee for non-exclusive use of various parks and facilities. The fees take into account maintenance and utility costs at the space being used but the contract allows MSCR to retain fee revenues it charges to program participants. Madison Parks also has multiple arrangements with other community partners to offer programming at parks that largely follow the same fee model.

Insights and Conclusion

In many respects, our re-assessment of the Milwaukee County Parks' fiscal condition and challenges is strikingly similar to the gloomy assessments we conducted in 2002, 2008, and 2013. While this troubling history and alarming outlook will not come as a surprise to those who follow Milwaukee County budget and policy matters, the extent to which the parks department now relies on earned revenues from a handful of successful amenities and activities may be more surprising.

Action to address the park system's financial challenges has been stymied by the substantial fiscal pressures facing all of county government, which stem in part from stringent state-imposed limits on the county's ability to generate new revenues or contemplate new governance structures for the parks. Parks stakeholders should not necessarily give up on potential solutions that would require a state-approved change to that paradigm. We suggest, however, that they also need to take a fresh look at other options, including new partnerships with other public sector or nonprofit entities.

To assist them in this endeavor, we examined other local or regional park systems throughout the country for alternative models, structures, and ideas. That analysis yielded several potential avenues to explore, which are summarized in the table under three categories on the following page.

Summary of Policy Options

Governance/Funding Options that Require State Authorization	
<i>Independent district to collect dedicated tax</i>	Create a new park district mainly to collect and disburse funds from a new dedicated sales or property tax; county retains ownership and operation of parks
<i>Independent district w/fiscal control board</i>	Accompany creation of new park district with taxation authority with creation of a fiscal control board to set levy ceilings for the district and county
<i>New dedicated tax for parks set by voters</i>	State authorizes dedicated property or sales tax for parks but amount of tax is established by referendum
<i>New dedicated tax shared with municipalities</i>	State authorizes dedicated property or sales tax for parks and stipulates a percentage to be shared with municipalities
Governance/Funding Options that Milwaukee County Parks Could Pursue on its Own	
<i>Land and water governance perspective</i>	Establish enhanced partnership w/MMSD to maintain portions of parks with passive uses or absorb parks as new division
<i>New partnerships with schools</i>	Establish programming partnerships with MPS and suburban districts to enhance programming and support maintenance of recreational facilities
<i>Enterprise fund approach</i>	Segregate revenue-generating amenities and require them to collectively pay for themselves
<i>Carve out regional attractions</i>	Transfer select regional attractions (e.g. Boerner Botanical, the Domes) into distinct organizational units within county budget and finance them separately from parks
<i>Larger role for municipalities</i>	Transfer maintenance and improvement responsibilities for certain neighborhood parks to municipal governments
Other Options that Might Help	
<i>New citizen advisory commission</i>	Establish new citizen-led body to provide high-level policy direction, review new or enhanced fees, participate in capital planning
<i>New relationships with nonprofits</i>	Establish new partnerships with nonprofit entities to conduct programming or provide services in parks and help pay for maintenance and improvements
<i>Greater use of volunteers</i>	Use volunteers for parks programming and seek new funding streams to support such programming and facility needs
<i>Expand racial equity strategies</i>	Consider more extensive racial equity metrics in capital planning, fee waivers/scholarships for low-income citizens and youth, greater say by neighborhood residents in parks improvements

Governance & funding options that require state authorization

Past opposition to a separate park district for Milwaukee County has come from those concerned about creating another layer of government with broad taxing and spending powers and redundant bureaucracy; and from some county leaders who believe the parks should remain under county ownership and oversight. Meanwhile, the notion of a dedicated funding source for the parks has drawn opposition from those concerned that the tax burden on county residents already is too high. Our research on peer districts uncovered some models that may alleviate those concerns:

- **Independent district as a revenue collection entity (Seattle model).** In Seattle, a park district was approved by voters and set up solely to levy a dedicated tax. The city retained ownership of the parks as well as operational and administrative control. A similar model could be pursued for Milwaukee County to retain its primary role in owning and operating the parks while ensuring that the dedicated levy is used solely for parks purposes and avoiding creation of a new bureaucracy with its own administrative and back office needs.
- **Controlling the combined levy of the county and the parks (Minneapolis model).** State law authorizing a separate park district with a dedicated property tax levy for Milwaukee County could be accompanied by a provision requiring the creation of a separate board to establish a ceiling for the combined property tax levy of the county and the parks, similar to the MPRB's Board of Estimate and Taxation.
- **Putting the parks tax question to voters (Cleveland model).** State law in Ohio sets a ceiling of 0.5 mills for parks district levies but allows districts to pursue voter referenda to exceed the limit. A new state law in Wisconsin could set a similar ceiling (accompanied by an equivalent reduction in the county's levy limit) but also could allow voters to exceed it as is the case for local governments and school districts.
- **Using a dedicated sales tax and sharing it with municipalities (Sonoma County model).** In Sonoma County, one third of the proceeds from the dedicated parks sales tax is shared with the county's municipalities to support their parks and recreational facilities. While this approach might require a higher tax to meet both the county's and municipal needs, it also could attract greater support given that several of the county's municipal governments are facing budget challenges that hamper their efforts to support their smaller parks and playground facilities.

Governance & funding options that Milwaukee County parks could pursue on its own

Given the political challenge involved with securing state legislative approval for new governance or financial structures for the Milwaukee County Parks, we also considered options from peer counties that may be pursuable without a change in state law:

- **Governing parks within a broader land and water resource perspective (Dane County model).** Dane County's parks fall under a division of the county's larger Land and Water Resource Department, which could be the basis for the Milwaukee County Parks to explore an enhanced relationship with the Milwaukee Metropolitan Sewerage District (MMSD). The parks department and MMSD already have forged impressive partnerships in a handful of parks that MMSD has modified for flood control purposes in return for investing in park improvements. An expanded partnership could take numerous forms, including having the county parks be a joint venture with MMSD that could involve new ownership and governance approaches.
- **New partnerships with school districts (Madison model).** In Madison, the parks division maintains a contractual agreement with the school district's recreation department to be the primary provider of programming in the parks. The school district pays fees that take into account maintenance expenses for the use of ball diamonds, tennis courts, etc. Milwaukee County Parks could consider a similar relationship with the Milwaukee Public Schools and suburban school recreation departments. Contractual fees could offset costs associated with

maintenance of athletic and other facilities for use by both the district and the general public.

- **An enterprise fund approach (Minneapolis model).** The MPRB's segregation of parks amenities that are admission- or fee-based in a separate enterprise fund reinforces the point that certain parks functions need to collectively pay for themselves to preserve taxpayer support for assets that cannot generate sufficient revenue but are important for environmental, racial equity, or other reasons. Delineating Milwaukee County amenities in this manner would require some difficult choices, including the potential that certain golf courses, deep water pools, and attractions would have to be closed to ensure the enterprise fund's solvency. It also could be argued, however, that such decisions should have been made years ago so the county could focus its diminishing resources on its highest priorities.
- **Carve out the regional attractions (Minneapolis model).** Minneapolis' structure includes a regional body (the Metropolitan Council) that oversees and helps finance parks and parks amenities that are deemed regional in nature. While creating such a body for metro Milwaukee would require state authorization, county leaders could consider transferring attractions that draw substantial regional patronage (e.g. Boerner Botanical Gardens, the Domes) into a single or multiple organizational units within the county budget, as is currently the case for the Milwaukee County Zoo and Milwaukee Public Museum. This approach might set the county on a path of treating these amenities as distinct regional entities that would pursue regional funding or have fee structures that charge more to non-county residents.
- **A larger role for municipalities (several peers).** We observed in several of the peers that municipal governments play a larger role in owning and maintaining parks that have strong recreational components while county parks tend to be regional and more passive-use in nature. The county's inability to appropriately maintain all of its assets may suggest the need for a greater role by municipal governments in maintaining county parks in their communities, with a particular emphasis on those that are used primarily for recreational purposes by neighborhood (as opposed to regional) residents.

Other options that might help

The two sets of options presented above take direct aim at the parks' financial challenges and most (if not all) would require a "heavy lift" in terms of either obtaining state authorization or establishing comprehensive new partnerships. Our analysis of the peer park systems also yielded a few less comprehensive ideas that may not have as significant a fiscal impact but that could be more easily implemented and still produce programmatic and possibly financial benefits.

- **A new citizen advisory commission (Dane County, Madison, and Seattle models).** The re-establishment of a citizen oversight or advisory committee in Milwaukee County could serve as an important independent vehicle for monitoring and highlighting the parks' condition and needs. In Seattle, a citizen oversight committee also plays a role in reviewing departmental spending plans and in Dane County and Madison it reviews proposals for new or enhanced fees. These roles also could be considered for a new citizen advisory committee in Milwaukee County to help to de-politicize decisions on capital planning or new revenue opportunities.

- **New and expanded relationships with area nonprofits (Seattle, Cleveland, Madison models).** Several of the peer park systems have extensive partnerships with nonprofit entities to provide programming in parks at no cost to the park system. Milwaukee County Parks could pursue similar opportunities with nonprofits that offer afterschool and adult enrichment programming. The county also could explore whether nonprofit health systems or others might be able to make use of under-utilized buildings for educational programming or services at park locations. In either case, the cost of maintaining and improving ballfields and buildings might be shared with nonprofit partners.
- **Greater use of volunteers (Cleveland, Dane County, Madison).** We observed that some park systems make greater use of volunteers to conduct programming in the parks. While not necessarily providing direct financial benefits, Milwaukee County could consider similarly building a large cadre of volunteers to bolster parks programming and usage, particularly in parks that are located in underserved communities. Philanthropic or new public funding sources could then be sought not only to pay for costs associated with such programming, but also to maintain and improve parks facilities that are used for it.
- **Racial equity enhancements (several peers).** Milwaukee County Parks has taken several important steps to integrate racial equity and inclusion principles into capital planning and operations, but we observed strategies in peer districts that also could be considered. Examples include more advanced use of equity metrics for capital planning observed in Minneapolis; the opportunities for need-based fee waivers in Dane County; and the opportunity for citizens to select and vote on small-scale improvements in parks within their own neighborhoods provided in Seattle.

Next steps

While the research conducted for this report was extensive, the policy options we describe here are largely conceptual. Pursuit of each of them would require substantial additional research and analysis to flesh out financial details, consider legal requirements or impediments, decide which of the various sub-options associated with each option should move forward, and develop specific implementation plans.

Our hope is that parks department and elected officials, parks stakeholders, and citizens will now consider these options and determine which (if any) they would like to explore in greater detail. Once those decisions are made, the Forum could be called upon to conduct the additional analysis that will be required to determine the efficacy of those options deemed most desirable and what it would take to implement them. The ultimate aim is to provide for Milwaukee County policymakers and residents a detailed set of options that will help overcome the decades-old financial challenges facing the parks and ensure their long-term success and sustainability.



STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2022-XX

**RESOLUTION IN SUPPORT OF THE MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT'S EFFORTS TO EXPLORE AN ENHANCED PARTNERSHIP WITH
MILWAUKEE COUNTY PARKS**

WHEREAS, the Intergovernmental Cooperation Council (ICC) includes the mayor, village president or administrator from each of the 19 municipalities inside Milwaukee County. The ICC meets to share best practices in delivery of public services, to discuss ways in which to save tax money and enhance services through cooperative efforts, and to discuss and advocate for change in state and federal law that are of common interest to ICC members. The ICC was created pursuant to Wisconsin Statutes 66.0301; and

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) is a regional government agency that provides water reclamation and flood management services for about 1.1 million people in 28 communities in the Greater Milwaukee Area, and

WHEREAS, Milwaukee County manages over 15,300 acres of parkland with a significant portion of this land being passive, unprogrammed land. Much of this land is aligned along jurisdictional waterways of the MMSD, and

WHEREAS, the Wisconsin Policy Forum (WPF) conducts impartial public policy research and analysis to drive informed debate and effective decision-making in the state of Wisconsin. WPF analyzes and publishes information about the finances of state and local governments and school districts to increase awareness of fiscal and service-level challenges and promote efficient, effective, and equitable use of taxpayer dollars, and

WHEREAS, in October 2021 WPF published a report, "Sinking Treasure: A look at the Milwaukee County Parks' troubled finances and potential solutions". This report highlights a significant financial need for the viability of the Milwaukee County Parks system, and

WHEREAS, the WPF report identified a series of options that Milwaukee County might follow to attain financial stability for the Milwaukee County Parks system. One option is to expand the existing MMSD-Milwaukee County Parks partnership through two approaches: maintaining portions of parklands with passive uses and/or establishing a new governance structure through a MMSD-Milwaukee County Parks joint venture partnership, and

WHEREAS, the MMSD has many initiatives such as flood management, sewer line, and water quality work in and near Milwaukee County waterways which provide an opportunity for improvements to the parks system, and

WHEREAS, enhancing the partnership between Milwaukee County Parks and MMSD benefits constituents by improving efficiencies, providing greater climate resilience and providing sustainable funding to the Milwaukee County Parks system.

NOW, THEREFORE, BE IT RESOLVED, BY THE INTERGOVERNMENTAL COOPERATION COUNCIL, that the Village of Fox Point supports the ICC Resolution supporting the Milwaukee Metropolitan Sewerage District's efforts to explore an enhanced partnership with Milwaukee County Parks to maintain portions of parkland with passive uses and/or to establish a new governance structure through a Milwaukee Metropolitan Sewerage District-Milwaukee County Parks joint venture partnership.

Passed and Adopted by the Village Board, Village of Fox Point, this ____ day of May, 2022.

Douglas H. Frazer
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2022-XX

**RESOLUTION OF APPRECIATION
VILLAGE TRUSTEE
BILL KRAVIT**

WHEREAS, Bill Kravit was a member of Fox Point Village Board from April 2016 to April 2022;

WHEREAS, Bill Kravit's sense of fairness, leadership, and practical understanding of village life were valued by all members of the Village Board and Staff;

WHEREAS, Bill Kravit's service to the community has earned the gratitude and recognition of the Village of Fox Point;

WHEREAS, Bill Kravit's devoted and diligent service to the Village of Fox Point will be missed by all he served;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere thanks to **Bill Kravit** for his service.

PASSED AND ADOPTED this ____ day of May 2022.

Douglas H. Frazer
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2022-XX

**RESOLUTION OF APPRECIATION
BOARD OF APPEALS CHAIR
KURT OSTOIC**

WHEREAS, Kurt Ostoic was a member of Fox Point Board of Appeals from 2009 to 2022 and served as Chair from 2017 to 2022;

WHEREAS, Kurt Ostoic's sense of fairness and procedure, along with his organizational skills, were valued by all members of the Village Board and Staff;

WHEREAS, Kurt Ostoic's service to the community has earned the gratitude and recognition of the Village of Fox Point;

WHEREAS, Kurt Ostoic's devoted and diligent service to the Village of Fox Point will be missed by all he served;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere thanks to **Kurt Ostoic** for his service.

PASSED AND ADOPTED this ____ day of May 2022.

Douglas H. Frazer
Village President

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