

**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
JULY 12, 2022
7:00 P.M.**

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

Zoom Participant Information

<https://us02web.zoom.us/j/85063393551>

Meeting ID: 850 6339 3551

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. Public Hearings

a. 2023 Community Development Block Grant (CDBG) program project list.

The Village Board will hear comments and input regarding the 2023 Community Development Block Grant (CDBG) program project list.
[Page 26]

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

a. Approve the minutes of the June 14, 2022 Village Board meeting.
[Pages 1-6]

- b. Approve payment of the bills in the amount of \$718,949.19 for the period June 1, 2022 through June 30, 2022 per the report submitted by the Village Manager.
[Pages 7-25]
- c. Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group pursuant to the Director of Public Works' memorandum dated July 6, 2022.
[Page 26]
- d. Accept the bid of Compass Minerals America, Inc. in the amount of \$69.60 per ton for sodium chloride pursuant to the Director of Public Works' memorandum dated July 6, 2022.
[Page 27]
- e. Approve Amendment No. 4 from MSA for additional investigative work of the sanitary manholes on Beach Drive pursuant to the Director of Public Works' memorandum dated July 7, 2022.
[Pages 28-29]
- f. Approve the quote of WSO Grading & Excavating in the amount of \$11,730 for drainage improvements on Boyd Way pursuant to the Director of Public Works' memorandum dated July 6, 2022.
[Pages 30-31]
- g. Approve the quote of WSO Grading & Excavating in the amount of \$9,100 for drainage improvements in the 1530 block of East Goodrich Lane pursuant to the Director of Public Works' memorandum dated July 6, 2022.
[Pages 32-33]

5. Unfinished Business

- a. **Consideration and possible action on an agreement with Kapur & Associates for the design of water main improvements along Lake Drive.**

The Village Board will discuss and may act on an agreement from Kapur & Associates to perform the design activities of proposed water main improvements along Lake Drive.
[Pages 34-41]

6. New Business

- a. **"Resolution Awarding the Sale of 2,410,000 General Obligation Promissory Notes, Series 2022A".**

Following Presentation by Managing Director & Branch Manager Bradley Viegut of Robert W. Baird, the Village will consider and may act on the "Resolution Awarding the Sale of \$2,410,000 General Obligation Promissory Notes".
[Pages 42-68]

- b. **Consideration of an agreement with Short Elliott Hendrickson Inc. (SEH) for design of watermain relocation related to the I-43/Port Washington Road project**

The Village Board may consider and may act on an agreement with Short Elliott Hendrickson Inc. (SEH) for the design of watermain relocation, related to the I-43/Port Washington Road project being conducted by the Wisconsin Department of Transportation (DOT), with Village costs to be reimbursed by DOT.
[Pages 69-86]

- c. **Consideration of agreements with the Wisconsin Department of Transportation (DOT) related to the DOT's I-43/Port Washington Road project**

The Village Board may consider and may act on certain documents the DOT has asked the Village to approve related to the DOT project on Port Washington Road in Glendale, including a "Conveyance of Rights in Land," a "Temporary Construction Easement," an "Audit Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility," and an "Agreement for Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction."
[Pages 87-98]]

d. Consideration of an Ordinance to Repeal and Recreate Chapter 724 Relating to Floodplain Zoning of the Municipal Code of the Village of Fox Point

The Village Board may consider and may refer to the Plan Commission for report and recommendation, and may schedule a public hearing, concerning a recreated floodplain ordinance for the Village of Fox Point to incorporate the requirements of the Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA), including new Flood Insurance Rate Maps (FIRM's) as required by the DNR and FEMA.
[Pages 99-149]

e. Consideration of an Ordinance to Repeal and Re-Create Chapter 285 Article III Relating to Stormwater Management Regulations of the Municipal Code of the Village of Fox Point

The Village Board may consider and may refer to the Plan Commission for report and recommendation, and may schedule a public hearing, concerning an updated stormwater management ordinance for the Village of Fox Point.
[Pages 150-151]

f. Consideration of an Ordinance to Repeal and Re-Create Chapter 285 Article IV Relating to Construction Site Erosion Control of the Municipal Code of the Village of Fox Point

The Village Board may consider and may refer to the Plan Commission for report and recommendation, and may schedule a public hearing, concerning an updated construction site erosion control ordinance for the Village of Fox Point.
[Pages 152-153]

g. Discussion and possible action Preliminary FEMA Flood Insurance Rate Maps for the Village of Fox Point

The Village Board will receive a report from the Director of Public Works and may take action regarding Preliminary FEMA Flood Insurance Rate Maps issued for the Village of Fox Point.
[Pages 154-166]

h. Pool Report

The Village Board will hear a report from the Assistant Village Manager Kevin Ausman on an interim pool report.
[Pages 167-169]

7. Future Agenda Items

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

8. Announcements

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

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

9. Closed Session

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

- a. Pursuant to State Statutes Section 19.85(1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, to consider the numerous agreements the Wisconsin DOT has asked the Village to enter, the legal obligations of the Village in this regard, and the terms of the agreements. The agreements relate to the DOT project on Port Washington Road in Glendale, and include a "Conveyance of Rights in Land," a "Temporary Construction Easement," an "Audit Agreement for Payment for Lands or Interests in Lands Acquired from Public Utility," and an "Agreement for Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction." Participating in this portion of the closed session will be the Village Board, Village Manager, Village Public Works Director, Village Attorney and Village Clerk Treasurer.
- b. **Pursuant to State Statutes Sections 19.85(1)(g) to with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically concerning Milwaukee County small claims case no. 2021 SC 11399, entitled Catherine F. Conway v. Douglas H. Frazer et al. Participating in this portion of the closed session will be the Village Board, Village Manager, Village Attorney Eric Larson and Village Clerk Treasurer and may include Attorney Luke Martell, Attorney Stan Riffle.*

10.Reconvene and Possible Action on Closed Session Items

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

11.Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

AUGUST 9, 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
JUNE 14, 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, June 14, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad (via Zoom)
Trustee Christine Symchych (via Zoom)
Trustee Liz Sumner (via Zoom)
Trustee Greg Ollman
Trustee Catie Anderson Knight (via Zoom)
Trustee Liz Aelion

Not Present:

Also, present were Village Attorney Eric Larson (via Zoom), Village Manager Scott Botcher, Public Works Director Scott Brandmeier, Police Chief Chris Freedy (via Zoom), Assistant Village Manager Kevin Ausman (via Zoom) and Village Clerk Treasurer Kelly Meyer.

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

Persons desiring to be heard

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

Nancy Ellis, 8655 N Regent Road expressed her gratitude on behalf of the Farmer's Market for those responsible for making a grant possible.

Marianne Koehn, 7511 N Lake Drive commented on her family's excitement regarding the project near on Lake Drive to fix the drainage issues; she thanked the Board for considering the project.

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

Committee Reports

1. Plan Commission Report

Trustee Fonstad gave a report on the Plan Commission meeting that took place on Monday, June 6, 2022. The only substantive item on the agenda concerned a land combination brought forward by Matthew and Renee Kirchner at 7250 N Beach Drive. The Plan Commission recommended the Village Board approve the application and consider the CSM as final.

Consent Agenda

- a. Approve the minutes of the April 20, 2022 Special Village Board meeting.
- b. Approve the minutes of the May 10, 2022 Village Board meeting.

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- c. Grant the renewals for two "Class A" Beer and Intoxicating Liquor Licenses, renewals for five "Class B" Beer and Intoxicating Liquor Licenses, and approve the appointment of one new agent, per the Village Clerk Treasurer's memo dated May 11, 2022, subject to any conditions as noted.
- d. Grant the Cigarette and Tobacco Product Retail License to the Establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road – agent Tammy Marie Kachelmeier per the Village Clerk/Treasurer's memo dated May 11, 2022, subject to any conditions as noted.
- e. Approve the Green Solutions Funding Agreement with MMSD for the Bywater Lane Bioswale stormwater project to be performed along portions of Bywater Lane.
- f. Approve the Green Solutions Funding Agreement with MMSD for the Portage Road, Links Way and Boyd Wale Bioswale stormwater project to be performed in the area south of Calumet Road and west of Lake Drive.
- g. Accept the bid of Globe Contractors in the amount of \$636,531.25 for the 2022 Stormwater Improvement Project along Bywater Lane, Fox Lane, Portage Road, Links Way and Boyd Way and authorize the Village President and Village Clerk/Manager to sign the contract per the Director of Public Works memorandum dated June 8, 2022.
- h. Accept the contract of Kapur & Associates in the amount of \$80,558 for construction inspection activities associated with the 2022 Stormwater Improvement Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works memorandum dated June 8, 2022.
- i. Accept the quote of Munson, Inc. in an amount not to exceed \$70,695 for water main restoration and roadway patches at various locations in the Village and authorize the Village Manager to sign the agreement per the Director of Public Works memorandum dated June 3, 2022.
- j. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2021 Sanitary Sewer Activities.
- k. Accept the three-party amendment with the Department of Transportation and Kapur & Associates for additional design activities associated with the Lake Drive resurfacing project including bike lanes and crosswalks and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works memorandum dated June 3, 2022.
- l. Accept the two-party amendment with Kapur & Associates in an amount not to exceed \$75,509 for additional non-participating design activities associated with the Lake Drive resurfacing project and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works memorandum dated June 3, 2022.
- m. Accept the agreement with Kapur & Associates for the design of the water main improvement activities along Lake Drive in an amount not to exceed \$44,785 and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works memorandum dated June 3, 2022.

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- n. Approve the Land Combination and Certified Survey Map submitted by Applicants Matthew and Renee Kirchner at 7250 N Beach Drive, Fox Point upon all terms and conditions recommended by Plan Commission.
- o. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.
- p. Approve payment of the bills in the amount of \$401,797.68 for the period May 1, 2022 through May 31, 2022 per the report submitted by the Village Manager.

Trustee Ollman asked to withdraw consent agenda items 4b, 4l, and 4m.

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to approve the consent agenda, absent consent agenda items 4b, 4l, and 4m.

Approve the minutes of the May 10, 2022 Village Board meeting [Consent Item 4b]

Motion by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to approve the minutes of the May 10, 2022 Village Board meeting, with the correction described by Trustee Aelion, changing Goodrich Court to Goodrich Lane on lines 120 and 127.

Accept the two-party amendment with Kapur & Associates in an amount not to exceed \$75,509 for additional non-participating design activities associated with the Lake Drive resurfacing project [Consent Agenda Item 4l]

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to accept the two-party amendment with Kapur & Associates in an amount not to exceed \$75,509 for additional non-participating design activities associated with the Lake Drive resurfacing project, as set forth in agenda item 4l and as described on pages 74 to 86 of the agenda packet.

Accept the agreement with Kapur & Associates for the design of the water main improvement activities along Lake Drive in an amount not to exceed \$44,785 [Consent Item 4m]

Motion by President Frazer, to accept the agreement with Kapur & Associates for the design of the water main improvement activities along Lake Drive in an amount not to exceed \$44,785, as set forth in the agenda item 4m and as described in the agenda packet on pages 87-91. Trustee Fonstad seconded.

President Frazer called the question.

Roll call was taken; motion failed by roll call vote (0-7).

The Village Board directs staff to approach Kapur & Associates regarding costs.

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Presentation of FY 2021 Audit by Wendi Unger (Baker Tilly) to the Village Board

Village Auditor, Baker Tilly CPA Partner, Wendi Unger gave a brief presentation regarding the FY 2021 Audit.

Consideration and possible action of an Ordinance to repeal and re-create Section 276-4C of the Village of Fox Point Village Code "The Burning of Garbage, Brush or Rubbish"

Motion by Trustee Fonstad, seconded by Trustee Ollman, and carried by roll call vote (7-0), to adopt an Ordinance to repeal and re-create Section 276-4C of the Village of Fox Point Village Code, as set forth on pages 231 through 236, with the typographic correction Trustee Aelion pointed out, and changing the place with notification desired to be given in Section E on page 235 of the agenda packet from the Police Department to the Bayside Communications Center.

Municipal Judge Scott Wales will provide a municipal court update and answer questions from the Village Board

Municipal Judge Scott Wales gave a municipal court update and answered questions. No action was taken.

Deliberation and possible consideration of a recommendation from the Special Pilot Community Enhancement Grants Committee to award 2022 community enhancement grants.

Committee Chair Karen Schapiro gave a brief report regarding the Special Community Enhancement Grants Committee, including the committee's consideration of the eight timely filed applications and the committee's selection process.

Motion by Liz Sumner, consistent with the recommendation of the special pilot committee on community grants, to award a pilot one-time grant for operations in the amount of \$5000 each to the Fox Point Foundation and the Fox Point Farmers Market. Seconded by Trustee Ollman.

Discussion followed.

Amended motion by President Frazer, to add, as a condition of accepting the grant, each grantee must agree to file on or before October 31, 2022 a written report to the special committee, together with supporting documents, that describes the use of the grant and suggests—preferably by measurable standards—the additional value to the Fox Point community the grant has made possible. In a reasonably and timely manner, the special committee shall, based on the reports and other criteria, evaluate the performance of the grantees and the effectiveness of the grants, and report to the village board whether in the special committee's view the village board should continue the community grant making program. Seconded by Trustee Ollman.

Discussion resulted.

President Frazer called the question on the amended motion.

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Roll call vote on the amended motion: 6-1 (Opposed-Trustee Symchych). Motion passes.

President Frazer called the question on the main motion.

Roll call vote on the main motion: 5-1-1, (Opposed-Trustee Symchych and Recused-Trustee Aelion). Motion passes.

Future Agenda Items – None

Announcements

Trustee Fonstad-None.

Trustee Symchych-None.

Trustee Sumner – None

Trustee Ollman-None.

Trustee Anderson Knight-None.

Trustee Aelion-None.

Village President Frazer thanked the staff for a wonderful open house, which took place on Saturday, June 11, 2022. It went well and the weather cooperated. Trustee Aelion and Trustee Anderson Knight attended; he thanked them for their participation.

Village President Frazer announced the June 11, 2022 “inaugural” of the Fox Point beer garden, which opened outside the Fox Point pool.

Village President Frazer also announced the Weed Commissioner swearing-in ceremony had been rescheduled. The rescheduled swearing-in will be Friday, June 24, 2022 at 5:00 p.m. Judge Wales has agreed to administer the oath. There will be a special appearance by the 2022 Ms. Invasive Species. Everyone is invited.

Village Manager Scott Botcher commented in conjunction with the pool, the village is working in combination with the WAC (Wisconsin Athletic Club) to offer programming at the pool this summer, such as yoga.

Assistant Village Manager Kevin Ausman clarified the village staff had reached out to the WAC in an effort to enhance the amenities for the Fox Point pool. WAC will provide programming at the pool and at Longacre Pavilion. The programming will be free for village residents and pool members and will include poolside yoga, water aerobics, aqua Zumba, and a bootcamp. A newsflash was posted on the village website.

President Frazer announced without objection and by unanimous consent, the Board will allow Trustee Sumner to make her announcements.

Trustee Sumner announced that Wednesday June 15, 2022, the Fox Point Foundation is sponsoring a Rock the Fox Concert at Longacre Pavilion from 6:00 p.m. until 8:30 p.m. Trustee Sumner further announced this weekend is the opening of the Fox Point Farmer's Market.

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Adjourn

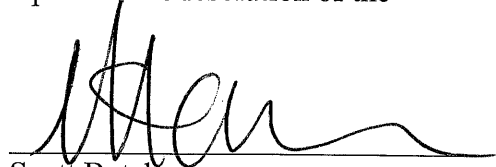
Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to adjourn the Village Board meeting at 9:00 p.m.

Respectfully submitted,

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

DRAFT

This is to certify that the attached is true and correct list of bills due for a period from June 1-31, 2020, in the total amount of \$718,949.19. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on July 12, 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: 06/01/2022-06/30/2022

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
706	BARANEK, LIANE M	B-4043	PROPERTY ASSESSMENT	06/09/2022	248.00	06/10/2022
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					248.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JULY 2022	LIFE INSURANCE	06/09/2022	917.47	06/10/2022
Total 10-21520 GROUP LIFE:					917.47	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	06/01/2022	ACCIDENTAL	06/21/2022	81.08	06/24/2022
Total 10-21521 SUPPLEMENTAL PLANS:					81.08	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JUNE 2022	JUNE	06/09/2022	450.00	06/10/2022
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	297.50	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	297.50	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	3,139.80	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	346.92	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	3,139.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	346.92	06/24/2022
Total 10-21530 DEFERRED COMPENSATION:					7,568.44	
10-21540 GARNISHMENT						
797	WI SCTF	06/10/2022	REMIT 217318 CASE PIN 217318	06/09/2022	149.60	06/10/2022
797	WI SCTF	06/24/2022	REMIT 217318 CASE PIN 217318	06/23/2022	149.60	06/24/2022
Total 10-21540 GARNISHMENT:					299.20	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2660421	WORKERS COMP	06/10/2022	25,802.00	06/17/2022
Total 10-23000 WORKERS COMPENSATION:					25,802.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	LrjvKD9O	BARTENDER	06/07/2022	7.00	06/10/2022
Total 10-44120 LIQUOR/TOBACCO LICENSES:					7.00	
10-44530 PEDDLER'S PERMIT						
727	WI DEPT. OF JUSTICE	DeSwfjpW	PEDDLERS	06/20/2022	28.00	06/24/2022
Total 10-44530 PEDDLER'S PERMIT:					28.00	
10-44540 OTHER PERMIT						
1272	BODIS OR, PAUL	1.057612	FEE WAIVED	06/16/2022	200.00	06/17/2022
Total 10-44540 OTHER PERMIT:					200.00	
10-46710 PAVILION RENTALS						
949	JACOB, BRIENA	1.057503	DEPOSIT REFUND	06/22/2022	50.00	06/24/2022

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1139	LORICCO, MARIA	1.057124	PAVILLION DEPOSIT REFUND	06/14/2022	50.00	06/17/2022
1292	PFAFFL, JOHN	1.057247	DEPOSIT REFUND	06/22/2022	50.00	06/24/2022
1300	RAGAN, KATIE	1.057599	PAVILLION DEPOSIT	06/23/2022	50.00	06/24/2022
2560	TOLKAN, JUDY	1.057425	PAVILLION DEPOSIT	06/07/2022	50.00	06/10/2022
Total 10-46710 PAVILION RENTALS:					250.00	
10-51100-310 SUPPLIES/EXPENSES						
297	MAJESTIC ENGRAVING CORP.	61705	NAME PLATE	06/07/2022	60.00	06/10/2022
Total 10-51100-310 SUPPLIES/EXPENSES:					60.00	
10-51200-120 COURT CLERK						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	36.50	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	36.50	06/24/2022
Total 10-51200-120 COURT CLERK:					73.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	MAY 2022	DRIVER SUR/JAIL FEE	06/02/2022	460.00	06/03/2022
552	WISCONSIN, STATE OF - COUR	MAY 2022	MAY	06/02/2022	1,636.19	06/03/2022
Total 10-51200-395 COUNTY COURT FEES:					2,096.19	
10-51300-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	7505	VILLAGE ATTORNEY	06/09/2022	7,014.30	06/10/2022
Total 10-51300-210 CONTRACT SERVICES:					7,014.30	
10-51410-110 VILLAGE MANAGER						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	777.20	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	777.20	06/24/2022
Total 10-51410-110 VILLAGE MANAGER:					1,554.40	
10-51410-120 ASSISTANT VM SALARY						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	52.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	52.00	06/24/2022
Total 10-51410-120 ASSISTANT VM SALARY:					104.00	
10-51420-110 CLERK/TREASURER						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	56.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	56.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	32.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	32.00	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	16.00	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	16.00	06/24/2022
Total 10-51420-110 CLERK/TREASURER:					208.00	
10-51420-130 DEPUTY CLERK						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	160.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	160.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	160.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	160.00	06/24/2022

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Total 10-51420-130 DEPUTY CLERK:					640.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
5895	MILW. JOURNAL SENTINAL (AD	0004661029	LIQUOR LICENSE	06/21/2022	69.53	06/24/2022
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					69.53	
10-51520-130 ADMINISTRATIVE ASSISTANT						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	13.50	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	13.50	06/24/2022
Total 10-51520-130 ADMINISTRATIVE ASSISTANT:					27.00	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT2109163	FINAL	06/09/2022	3,800.00	06/10/2022
Total 10-51520-213 VILLAGE AUDIT:					3,800.00	
10-51530-210 CONTRACT SERVICES						
5778	OFFICE COPYING EQUIPMENT	AR166325	VLG HALL COPIES	06/08/2022	272.78	06/10/2022
5778	OFFICE COPYING EQUIPMENT	AR171215	VLG HALL COPIES	06/08/2022	213.47	06/10/2022
Total 10-51530-210 CONTRACT SERVICES:					486.25	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	31842376	MONTHLY COPIER	06/22/2022	232.00	06/24/2022
5766	CIVICPLUS	227389	VIRTUAL	06/09/2022	2,500.00	06/10/2022
5766	CIVICPLUS	228470	ANNUAL FEE	06/09/2022	4,966.68	06/10/2022
Total 10-51600-210 CONTRACT SERVICES:					7,698.68	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	05/27/2022	0702787382-00002	06/06/2022	235.43	06/10/2022
Total 10-51600-220 GAS-HEAT:					235.43	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/27/2022	0702787382-00002	06/06/2022	1,128.25	06/10/2022
Total 10-51600-221 ELECTRIC UTILITIES:					1,128.25	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	296685766	87619173	06/10/2022	.85	06/17/2022
5312	AT & T- VILLAGE	05/22/2022	414 351-8909 758 7	06/02/2022	63.50	06/03/2022
Total 10-51600-222 TELEPHONE UTILITIES:					64.35	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/2022	VH WATER AND SEWER	06/06/2022	852.03	06/10/2022
Total 10-51600-223 WATER/SEWER UTILITIES:					852.03	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	218957/1	BULB	06/06/2022	32.36	06/10/2022
892	SPECTRUM	06/07/2022	8348 10 012 0042231 VLG	06/07/2022	10.95	06/17/2022
1235	J.M. BRENNAN, INC.	SALES000141576	VALVE ACTUATORS	06/15/2022	1,024.39	06/17/2022
1575	FILTRATION CONCEPTS	5737-232713	FILTERS	06/15/2022	219.26	06/17/2022

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Total 10-51600-234 VILLAGE HALL MAINTENANCE:					1,286.96	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2660422	LWMMI	06/10/2022	25,185.00	06/17/2022
Total 10-51700-510 INSURANCE:					25,185.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	29	HEALTH INSURANCE REIMBUR	06/01/2022	761.45	06/03/2022
435	RIES, DANIEL	45	HEALTH	06/01/2022	866.09	06/03/2022
446	SCHELLING JUDITH	8	REIMBURSEMENT	06/01/2022	237.80	06/03/2022
548	WOJTANOWSKI, WILLIAM	13	MONTHLY DELTA VISION	06/01/2022	181.52	06/03/2022
638	KRIEFALL, DONALD A	73	HEALTH INSURANCE REIMBUR	06/01/2022	825.89	06/03/2022
Total 10-51700-511 GROUP HEALTH - RETIREES:					2,872.75	
10-52100-110 SALARIES						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	1,200.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	1,200.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	350.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	900.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	350.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	900.00	06/24/2022
Total 10-52100-110 SALARIES:					4,900.00	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
5152	JAMES IMAGING SYSTEMS, IN	1200016	POLICE DEPARTMENT	06/20/2022	89.50	06/24/2022
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					89.50	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	05/24/2022	0702787382-00008	06/01/2022	1,254.61	06/03/2022
Total 10-52100-220 GAS UTILITIES:					1,254.61	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/24/2022	0702787382-00015	06/01/2022	64.66	06/03/2022
536	WE-ENERGIES	05/24/2022	0702787382-00006	06/01/2022	3,282.57	06/03/2022
Total 10-52100-221 ELECTRIC UTILITIES:					3,347.23	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20220601OTA	8348 10 012 0041845 POLICE	06/20/2022	21.89	06/24/2022
2136	VERIZON WIRELESS	9908081799	786223225-00001 POLICE	06/20/2022	293.96	06/24/2022
2691	CENTURYLINK-BUSINESS SVC.	296685766	87619173	06/10/2022	.85	06/17/2022
2973	TIME WARNER CABLE	070433001060122	070433001	06/07/2022	913.45	06/10/2022
5312	AT & T- VILLAGE	05/22/2022	414 351-8909 758 7	06/02/2022	39.69	06/03/2022
Total 10-52100-222 TELEPHONE UTILITIES:					1,269.84	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/22	POLICE WATER AND SEWER	06/02/2022	1,420.69	06/03/2022
Total 10-52100-223 WATER/SEWER UTILITIES:					1,420.69	

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10-52100-232 VEHICLE MAINTENANCE						
4777	BATTERIES PLUS -	52621901	BATTERY	06/23/2022	229.15	06/24/2022
Total 10-52100-232 VEHICLE MAINTENANCE:					229.15	
10-52100-233 EQUIPMENT MAINTENANCE						
503	VILLAGE HARDWARE - DPS	219416	WINDSHIELD WASH	06/23/2022	27.86	06/24/2022
2620	SIRCHIE FINGER PRINT LAB, IN	547045	HINGE LIFTER	06/20/2022	19.62	06/24/2022
4007	PETTY CASH-FOX POINT POLIC	06/01/2022	PETTY CASH POLICE	06/06/2022	107.31	06/10/2022
5839	LEXISNEXIS	1246411-20220531	MONTHLY	06/08/2022	30.50	06/10/2022
Total 10-52100-233 EQUIPMENT MAINTENANCE:					185.29	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	218984	MISC	06/07/2022	29.31	06/10/2022
503	VILLAGE HARDWARE - DPS	219526	MISC	06/23/2022	5.39	06/24/2022
Total 10-52100-234 BUILDING MAINTENANCE:					34.70	
10-52100-310 SUPPLIES/EXPENSES						
1230	ODP BUSINESS SOLUTIONS LL	245593064001	37360205-POLICE DEPT	06/20/2022	74.80	06/24/2022
Total 10-52100-310 SUPPLIES/EXPENSES:					74.80	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1569106	GABRIELSE	06/07/2022	122.98	06/10/2022
473	STREICHER'S	1569107	WALKER	06/07/2022	37.99	06/10/2022
473	STREICHER'S	1569108	BASTRESS	06/07/2022	103.59	06/10/2022
473	STREICHER'S	15691111	FREEDY	06/07/2022	30.99	06/10/2022
473	STREICHER'S	1569112	WICHMAN	06/07/2022	43.98	06/10/2022
473	STREICHER'S	1569114	MORELLI	06/07/2022	355.59	06/10/2022
473	STREICHER'S	1570644	ARENDT	06/07/2022	195.97	06/10/2022
473	STREICHER'S	1570981	FIELD	06/07/2022	82.00	06/10/2022
473	STREICHER'S	1571622	WALKER	06/20/2022	21.98	06/24/2022
473	STREICHER'S	1572062	HUBER	06/07/2022	25.98	06/10/2022
473	STREICHER'S	1572366	PAUL	06/20/2022	84.99	06/24/2022
473	STREICHER'S	1573504	WALKER	06/20/2022	52.98	06/24/2022
1294	Galls, LLC,-	021242208	FREEDY	06/07/2022	51.20	06/10/2022
Total 10-52100-330 CLOTHING ALLOWANCE:					1,210.22	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2911983	POLICE 10586-10586	06/20/2022	120.77	06/24/2022
Total 10-52100-334 JANITORIAL SUPPLIES:					120.77	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	0771435	INSERVICE	06/07/2022	37.20	06/10/2022
Total 10-52100-335 SCHOOL EXPENSES:					37.20	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202228	OPERATING	06/10/2022	295,822.00	06/17/2022
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					295,822.00	
10-52300-110 SALARIES						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	200.00	06/10/2022

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814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	200.00	06/24/2022
Total 10-52300-110 SALARIES:					400.00	
10-52400-250 WEIGHTS & MEASURES INSPECTION						
197	WI DEPT. OF AGRICULTURE, TR	115-000026021	M & W CONTRACT INSPECT	06/09/2022	800.00	06/10/2022
Total 10-52400-250 WEIGHTS & MEASURES INSPECTION:					800.00	
10-53100-110 DIRECTOR OF PUBLIC WORKS						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	145.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	145.00	06/24/2022
Total 10-53100-110 DIRECTOR OF PUBLIC WORKS:					290.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	151.80	06/24/2022
Total 10-53100-233 GIS MAINTENANCE:					151.80	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	25159	MISC GENERAL	06/01/2022	215.85	06/03/2022
Total 10-53200-400 MATERIALS:					215.85	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	06/06/2022	0702787382-00001	06/10/2022	202.73	06/17/2022
536	WE-ENERGIES	06/09/2022	0702787382-00013	06/14/2022	19.01	06/17/2022
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					221.74	
10-53300-405 STREET MATERIALS						
4888	CARLIN SALES	3023487	MULCH	06/14/2022	260.00	06/17/2022
5293	LANNON STONE PRODUCTS	1331846	STONE	06/23/2022	1,250.89	06/24/2022
Total 10-53300-405 STREET MATERIALS:					1,510.89	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
327	MENARD'S - MILWAUKEE	49865	MISC	06/23/2022	11.99	06/24/2022
327	MENARD'S - MILWAUKEE	49975	MISC	06/23/2022	10.18	06/24/2022
502	VILLAGE HARDWARE - VH	219132/1	CLEANER	06/13/2022	32.71	06/17/2022
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					54.88	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	06/09/2022	0702787382-00005	06/14/2022	16.97	06/17/2022
536	WE-ENERGIES	06/09/2022	0702787382-00016	06/14/2022	16.97	06/17/2022
536	WE-ENERGIES	06/10/2022	0702787382-00003	06/15/2022	18.69	06/17/2022
Total 10-53400-221 BUS STOP-ELECTRIC:					52.63	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000722-1996-7	MSW	06/08/2022	8,329.74	06/10/2022
Total 10-53630-370 LANDFILL FEES:					8,329.74	
10-53641-400 MATERIALS						
4888	CARLIN SALES	3022990-00	RANGE PRO	06/01/2022	430.90	06/10/2022

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Total 10-53641-400 MATERIALS:					430.90	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0064554-2286-2	YARDWASTE	06/08/2022	1,175.92	06/10/2022
1298	WASTE MANAGEMENT OF WI-M	0064666-2286-4	YARDWASTE	06/23/2022	1,197.41	06/24/2022
Total 10-53642-400 MATERIALS:					2,373.33	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7919938	SHOP	06/02/2022	11.90	06/03/2022
2241	ITU ABSORB TECH, INC	7924227	SHOP	06/15/2022	11.90	06/17/2022
2241	ITU ABSORB TECH, INC	7928219	SHOP	06/15/2022	11.90	06/17/2022
2241	ITU ABSORB TECH, INC	7932427	SHOP	06/21/2022	11.90	06/24/2022
Total 10-53700-300 MISCELLANEOUS EXPENSE:					47.60	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	866089	MISC	06/15/2022	39.48	06/17/2022
172	Gordie Boucher Ford	42793	PART	06/02/2022	97.58	06/03/2022
281	LINCOLN CONTRACTORS SUP	N97048	PARTS	06/21/2022	4.47	06/24/2022
403	TOM'S TRAILERS INC.	5890	PARTS	06/15/2022	330.60	06/17/2022
547	ROLAND MACHINERY	47012203	LUBE SPIN	06/15/2022	38.33	06/17/2022
547	ROLAND MACHINERY	47012311	LUBE SPIN	06/21/2022	71.00	06/24/2022
615	PERFECT CIRCLE TIRE LLC	92311	DISMOUNT/LOADER	06/21/2022	5,104.54	06/24/2022
631	FACTORY MOTOR PARTS	160-137967	MISC	06/02/2022	8.44	06/03/2022
631	FACTORY MOTOR PARTS	160-138813	MISC	06/15/2022	5.74	06/17/2022
631	FACTORY MOTOR PARTS	160-138814	MISC	06/15/2022	2.87	06/17/2022
665	LAKESIDE INTERNATIONAL TR	1076411	REPAIRS	06/21/2022	1,355.38	06/24/2022
665	LAKESIDE INTERNATIONAL TR	1365245P	MISC	06/02/2022	460.54	06/03/2022
4554	TERMINAL SUPPLY CO.	6730	MISC SHOP	06/02/2022	79.84	06/03/2022
Total 10-53700-341 REPAIR PARTS:					7,598.81	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60272973	TIRES	06/02/2022	266.85	06/03/2022
413	POMP'S TIRE SERVICE, INC.	60272974	TIRES	06/02/2022	1,131.18	06/03/2022
413	POMP'S TIRE SERVICE, INC.	60273112	DISMOUNTS/MOUNTS	06/21/2022	134.35	06/24/2022
615	PERFECT CIRCLE TIRE LLC	91715	DISMOUNT/LOADER	06/02/2022	163.99	06/03/2022
Total 10-53700-342 TIRES:					1,696.37	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	866089	DEF	06/15/2022	95.94	06/17/2022
1337	HERBST OIL, INC	81031	FUEL	06/02/2022	3,193.75	06/03/2022
1337	HERBST OIL, INC	81032	FUEL	06/02/2022	2,381.59	06/03/2022
1337	HERBST OIL, INC	81192	FUEL	06/21/2022	3,845.55	06/24/2022
1337	HERBST OIL, INC	81193	FUEL	06/21/2022	4,531.86	06/24/2022
Total 10-53700-343 FUEL:					14,048.69	
10-53800-110 SALARY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	40.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	40.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	67.28	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	67.28	06/24/2022

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Total 10-53800-110 SALARY:					214.56	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	05/27/2022	0702787382-00002	06/06/2022	235.44	06/10/2022
Total 10-53800-220 GAS UTILITIES:					235.44	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/27/2022	0702787382-00002	06/06/2022	1,128.24	06/10/2022
Total 10-53800-221 ELECTRIC UTILITIES:					1,128.24	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	05/22/2022	414 351-8909 758 7	06/02/2022	55.57	06/03/2022
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/2022	VH WATER AND SEWER	06/06/2022	852.03	06/10/2022
Total 10-53800-223 WATER/SEWER UTILITIES:					852.03	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9907830980	787000169-00001	06/20/2022	189.85	06/24/2022
Total 10-53800-224 CELL PHONES:					189.85	
10-53800-300 MISCELLANEOUS EXPENSE						
727	WI DEPT. OF JUSTICE	UwfrqNpg	BACKGROUND CHECK DPW	06/20/2022	7.00	06/24/2022
1074	MATHESON TRI-GAS, INC	51970485	ACETYLENE	06/15/2022	34.10	06/17/2022
2241	ITU ABSORB TECH, INC	7919940	DPW	06/02/2022	27.73	06/03/2022
2241	ITU ABSORB TECH, INC	7924229	TOWELS/MATS	06/15/2022	217.52	06/17/2022
2241	ITU ABSORB TECH, INC	7928221	DPW	06/15/2022	27.73	06/17/2022
Total 10-53800-300 MISCELLANEOUS EXPENSE:					314.08	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9125966550	BONMAX	06/01/2022	33.51	06/03/2022
671	AIRGAS	9125966551	MISC	06/01/2022	267.04	06/03/2022
Total 10-53800-333 SAFETY PROGRAM:					300.55	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	6-1-22	LX CLUB FEES	06/20/2022	200.00	06/24/2022
Total 10-55400-430 LX CLUB MATERIALS:					200.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	06/09/2022	0702787382-00011	06/14/2022	82.39	06/17/2022
Total 10-55440-220 GAS UTILITIES:					82.39	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/09/2022	0702787382-00010	06/14/2022	108.29	06/17/2022
Total 10-55440-221 ELECTRIC UTILITIES:					108.29	

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10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/2022	L, ICE RINK	06/06/2022	176.56	06/10/2022
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/2022	LONGACRE PAVILION	06/06/2022	996.69	06/10/2022
502	VILLAGE HARDWARE - VH	219034/1	CLEANING	06/13/2022	37.71	06/17/2022
Total 10-55440-450 SKATE RINK MATERIALS:					1,210.96	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	98533	FORESTRY REQUESTS	06/01/2022	4,438.75	06/03/2022
Total 10-56100-125 FORESTRY CONSULTANT:					4,438.75	
10-56100-465 TREE MAINTENANCE						
5933	WACHTEL TREE SCIENCE & SE	98836	SPRAY	06/02/2022	216.00	06/03/2022
Total 10-56100-465 TREE MAINTENANCE:					216.00	
21-53100-110 SALARY DIRECTOR OF PUBLIC WORK						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	25.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	25.00	06/24/2022
Total 21-53100-110 SALARY DIRECTOR OF PUBLIC WORK:					50.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	132.00	06/24/2022
Total 21-53100-233 GIS MAINTENANCE:					132.00	
21-53800-110 SALARY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	25.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	25.00	06/24/2022
Total 21-53800-110 SALARY:					50.00	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	220557801	DIGGERS	05/31/2022	109.65	06/24/2022
Total 21-71000-400 MATERIALS:					109.65	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/09/2022	0702787382-00007	06/14/2022	26.14	06/17/2022
Total 21-72000-221 ELECTRIC UTILITIES:					26.14	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80100373	HOSTING SERV UNIT	05/30/2022	74.19	06/10/2022
60	L-R METER TESTING & REPAIR	4845	TEST/REPAIR	06/01/2022	447.75	06/24/2022
1766	CONFLUENCE GRAPHICS	76137	WATERBILLS	06/02/2022	484.24	06/03/2022
2136	VERIZON WIRELESS	9907830980	787000169-00001	06/20/2022	37.50	06/24/2022
Total 21-73000-400 MATERIALS:					1,043.68	
21-74000-130 UTILITY CLERK						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	30.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	30.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	20.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	20.00	06/24/2022

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Total 21-74000-130 UTILITY CLERK:					100.00	
21-75000-110 SALARY						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	39.86	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	39.86	06/24/2022
Total 21-75000-110 SALARY:					79.72	
21-75000-120 ASSISTANT SALARY						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	4.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	4.00	06/24/2022
Total 21-75000-120 ASSISTANT SALARY:					8.00	
21-75000-130 CLERK TREASURER/DEPUTY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	2.80	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	2.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	11.60	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	10.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	11.60	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	.80	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	.80	06/24/2022
Total 21-75000-130 CLERK TREASURER/DEPUTY:					50.40	
21-75000-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	7505	VILLAGE ATTORNEY	06/09/2022	1,138.60	06/10/2022
Total 21-75000-210 CONTRACT SERVICES:					1,138.60	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
983	MSA PROFESSIONAL SVCS, IN	R17951004.0-6	SINK HOLE ASSESSMENT	06/21/2022	2,606.57	06/24/2022
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					2,606.57	
22-53650-110 VILLAGE MANAGER						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	19.93	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	19.93	06/24/2022
Total 22-53650-110 VILLAGE MANAGER:					39.86	
22-53650-120 VILLAGE STAFF						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	5.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	5.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	2.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	2.00	06/24/2022
Total 22-53650-120 VILLAGE STAFF:					14.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6774466-2275-0	MONTHLY CONTRACT	06/07/2022	22,676.16	06/10/2022
Total 22-53650-210 CONTRACT SERVICES:					22,676.16	
23-11400 PETTY CASH						
4195	PETTY CASH-VILLAGE OF FOX	2022 POOL	POOL PETTY CASH	06/09/2022	200.00	06/10/2022

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Total 23-11400 PETTY CASH:					200.00	
23-46720 RESIDENT MEMBERSHIPS						
1297	EID, NEGMAH	06/23/2022	REFUND LESS FEE	06/23/2022	175.00	06/24/2022
Total 23-46720 RESIDENT MEMBERSHIPS:					175.00	
23-46725 RENTAL CHARGES						
1262	ENE, ROBIN	1.056982	PAVILLION DEPOSIT REFUND	06/14/2022	50.00	06/17/2022
Total 23-46725 RENTAL CHARGES:					50.00	
23-51410-110 VILLAGE MANAGER						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	39.86	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	39.86	06/24/2022
Total 23-51410-110 VILLAGE MANAGER:					79.72	
23-51410-120 ASSISTANT VILLAGE MANAGER						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	30.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	30.00	06/24/2022
Total 23-51410-120 ASSISTANT VILLAGE MANAGER:					60.00	
23-51420-110 CLERK/TREASURER						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	2.80	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	2.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	1.60	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	1.60	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	.80	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	.80	06/24/2022
Total 23-51420-110 CLERK/TREASURER:					10.40	
23-55410-110 SALARY						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	9.75	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	9.75	06/24/2022
Total 23-55410-110 SALARY:					19.50	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	06/13/2022	0702787382-00012	06/16/2022	2,260.55	06/17/2022
Total 23-55420-220 GAS UTILITIES:					2,260.55	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/13/2022	0702787382-00012	06/16/2022	789.24	06/17/2022
Total 23-55420-221 ELECTRIC UTILITIES:					789.24	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/2022	POOL WATER AND SEWER	06/06/2022	1,753.06	06/10/2022
Total 23-55420-223 WATER/SEWER UTILITIES:					1,753.06	
23-55420-400 MATERIALS						
327	MENARD'S - MILWAUKEE	49738	POOL	06/23/2022	62.93	06/24/2022

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502	VILLAGE HARDWARE - VH	218913/1	POOL	06/06/2022	76.61	06/10/2022
1007	HORIZON COMMERICAL POOL	2205190022-CS	POOL CHEMICALS	06/01/2022	2,285.10	06/03/2022
1007	HORIZON COMMERICAL POOL	220526021-CS	POOL CHEMICALS	06/07/2022	198.88	06/10/2022
1007	HORIZON COMMERICAL POOL	220602024	POOL CHEMICALS	06/13/2022	947.64	06/17/2022
1007	HORIZON COMMERICAL POOL	220608003-CS	POOL CHEMICALS	06/14/2022	199.70	06/17/2022
1007	HORIZON COMMERICAL POOL	220609028-CS	POOL CHEMICALS	06/23/2022	737.43	06/24/2022
1007	HORIZON COMMERICAL POOL	SV220609002-CS	GASKET	06/23/2022	190.00	06/24/2022
1800	MENARD'S - GERMANTOWN	25493	POOL	06/07/2022	64.77	06/10/2022
2241	ITU ABSORB TECH, INC	A000077076	POOL	06/21/2022	243.69	06/24/2022
4745	WHITLOW'S SECURITY SPECIA	183909	KEYS POOL	06/21/2022	162.00	06/24/2022
4745	WHITLOW'S SECURITY SPECIA	183956	KEYS POOL	06/21/2022	36.90	06/24/2022
Total 23-55420-400 MATERIALS:					5,205.65	
23-91300-850 MISC POOL REPAIRS						
752	EMC2 MECHANICAL SOLUTION	589E	POOL	06/01/2022	150.00	06/03/2022
1007	HORIZON COMMERICAL POOL	220608012-CS	KEY ASSY	06/14/2022	157.98	06/17/2022
1007	HORIZON COMMERICAL POOL	220609061-CS	GASKET	06/14/2022	45.63	06/17/2022
1235	J.M. BRENNAN, INC.	SALES000141586	INSPECT POOL	06/15/2022	262.60	06/17/2022
Total 23-91300-850 MISC POOL REPAIRS:					616.21	
24-44440 BUILDING PLANS-FILING FEE						
1255	ABDUL, MIDHAT	1.057524	REFUND PERMIT	06/10/2022	75.00	06/17/2022
1267	HOMESEALED, LLC	1.057713	BOR FEE	06/16/2022	75.00	06/17/2022
Total 24-44440 BUILDING PLANS-FILING FEE:					150.00	
24-44450 HEATING & HVAC PERMIT						
1243	BURKHARDT HEATING & AIR C	1.057653	REFUND 8630 SPRUCE	06/06/2022	60.00	06/17/2022
Total 24-44450 HEATING & HVAC PERMIT:					60.00	
24-51410-110 SALARY						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	39.86	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	39.86	06/24/2022
Total 24-51410-110 SALARY:					79.72	
24-51410-120 ASSISTANT VILLAGE MANAGER						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	4.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	4.00	06/24/2022
Total 24-51410-120 ASSISTANT VILLAGE MANAGER:					8.00	
24-51420-110 CLERK/TREASURER						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	2.80	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	2.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	1.60	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	1.60	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	.80	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	.80	06/24/2022
Total 24-51420-110 CLERK/TREASURER:					10.40	
24-51420-130 DEPUTY CLERK						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	10.00	06/10/2022

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814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	10.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	10.00	06/24/2022
Total 24-51420-130 DEPUTY CLERK:					40.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	86551-IN	INSPECTIONS	05/31/2022	271.92	06/10/2022
2647	KWK ELECTRIC INC	20815	INSPECTION	06/08/2022	120.00	06/10/2022
Total 24-52400-210 CONTRACT SERVICES:					391.92	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9907830980	787000169-00001	06/20/2022	35.00	06/24/2022
Total 24-52400-224 CELL PHONES:					35.00	
24-53100-110 SALARY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	25.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	25.00	06/24/2022
Total 24-53100-110 SALARY:					50.00	
25-52400-397 PUBLIC EDUCATION PROGRAM						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	1,489.00	06/24/2022
Total 25-52400-397 PUBLIC EDUCATION PROGRAM:					1,489.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	220557801	DIGGERS	05/31/2022	109.65	06/24/2022
Total 25-53410-400 MATERIALS:					109.65	
25-53420-400 MATERIALS						
280	LIESENER SOILS INC.	0202021	SOIL	06/06/2022	780.00	06/10/2022
4888	CARLIN SALES	3023487	MULCH	06/14/2022	260.00	06/17/2022
Total 25-53420-400 MATERIALS:					1,040.00	
25-53420-415 MAINTENANCE						
2844	SWEEP-ALL LLC	28926	BEACH HILL/DPW	06/01/2022	360.00	06/03/2022
Total 25-53420-415 MAINTENANCE:					360.00	
25-53420-483 LANDSCAPING						
4888	CARLIN SALES	3022668-00	SEED	06/01/2022	232.64	06/03/2022
Total 25-53420-483 LANDSCAPING:					232.64	
25-53800-110 SALARY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	5.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	5.00	06/24/2022
Total 25-53800-110 SALARY:					10.00	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	7505	VILLAGE ATTORNEY	06/09/2022	90.00	06/10/2022
2136	VERIZON WIRELESS	9907830980	787000169-00001	06/20/2022	30.00	06/24/2022

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Total 25-53800-210 CONTRACT SERVICES:					120.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	287.00	06/24/2022
Total 25-53800-233 GIS MAINTENANCE:					287.00	
25-55410-110 VILLAGE MANAGER						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	39.86	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	39.86	06/24/2022
Total 25-55410-110 VILLAGE MANAGER:					79.72	
25-55410-120 VILLAGE STAFF						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	27.80	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	27.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	4.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	1.60	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	4.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	1.60	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	.80	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	.80	06/24/2022
Total 25-55410-120 VILLAGE STAFF:					68.40	
25-55410-212 DEPUTY CLERK						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	10.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	10.00	06/24/2022
Total 25-55410-212 DEPUTY CLERK:					40.00	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	139163	LITTER BAGS	06/08/2022	301.20	06/10/2022
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					301.20	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	113290	DRAINAGE STUDY	06/01/2022	15,819.05	06/03/2022
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					15,819.05	
40-91100-803 BOARD ROOM IMPROVEMENTS						
1289	DIGITEK LLC	5762	CONFERENCE ROOM SHADES	06/21/2022	1,640.84	06/24/2022
Total 40-91100-803 BOARD ROOM IMPROVEMENTS:					1,640.84	
40-91100-816 SMALL EQUIPMENT PURCHASES						
904	CKC GRAPHICS & SIGNS	5443	SIGNS	06/20/2022	1,240.00	06/24/2022
1751	ACTION HEATING COOLING & P	116217	INSTALL	06/23/2022	5,292.00	06/24/2022
Total 40-91100-816 SMALL EQUIPMENT PURCHASES:					6,532.00	
40-91400-813 RUBBISH SCOOTER						
1042	EJ EQUIPMENT INC	E01848	REFUSE HAULER	06/02/2022	33,169.00	06/03/2022
1042	EJ EQUIPMENT INC	E01849	REFUSE HAULER	06/02/2022	33,169.00	06/03/2022

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 40-91400-813 RUBBISH SCOOTER:					66,338.00	
40-91400-823 LEAF LOADER/VACUUMS						
1009	PARTNERS MFG. GROUP, INC	2022-2027	LEAF LOADER	06/01/2022	26,481.00	06/01/2022
1009	PARTNERS MFG. GROUP, INC	2022-2027	LEAF LOADER	06/01/2022	26,481.00	06/01/2022
Total 40-91400-823 LEAF LOADER/VACUUMS:					52,962.00	
40-91500-801 STREET RESURFACING						
1073	WI DEPT. OF TRANSPORTATIO	395-0000262434	DESIGN	06/20/2022	1,566.06	06/24/2022
2016	BAXTER & WOODMAN INC.	0234873	ROAD AND UTILITY	06/21/2022	3,532.17	06/24/2022
2016	BAXTER & WOODMAN INC.	0234874	ROAD AND UTILITY	06/21/2022	1,165.30	06/24/2022
Total 40-91500-801 STREET RESURFACING:					6,263.53	
40-91600-800 STORMWATER ROAD PROJECT						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	4,556.50	06/24/2022
1015	BRIDGETOWER OPCO, LLC	745423394	BIDS/CONSTRUCTION	06/20/2022	375.62	06/24/2022
2016	BAXTER & WOODMAN INC.	0234873	ROAD AND UTILITY	06/21/2022	3,532.17	06/24/2022
2016	BAXTER & WOODMAN INC.	0234874	ROAD AND UTILITY	06/21/2022	1,165.29	06/24/2022
Total 40-91600-800 STORMWATER ROAD PROJECT:					9,629.58	
40-91600-833 TREE REPLACEMENT						
3251	CRAWFORD TREE & LANDSCA	16747	INJECTION EAB	06/08/2022	2,101.97	06/17/2022
Total 40-91600-833 TREE REPLACEMENT:					2,101.97	
40-91600-851 DISEASED TREE REMOVAL						
280	LIESENER SOILS INC.	0202021	SOIL	06/06/2022	780.00	06/10/2022
4888	CARLIN SALES	3022668-00	SEED	06/01/2022	232.64	06/03/2022
Total 40-91600-851 DISEASED TREE REMOVAL:					1,012.64	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202228	CAPITAL	06/10/2022	3,789.00	06/17/2022
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,789.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202228	DEBT	06/10/2022	11,575.00	06/17/2022
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					11,575.00	
50-51410-110 SALARY						
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	39.86	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	39.86	06/24/2022
Total 50-51410-110 SALARY:					79.72	
50-51410-120 ASSISTANT SALARY						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	4.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	4.00	06/24/2022
Total 50-51410-120 ASSISTANT SALARY:					8.00	

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50-51420-110 CLERK/TREASURER						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	2.80	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	2.80	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	1.60	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	1.60	06/24/2022
101991	VANTAGEPOINT TRANSFER AG	PR0609221	Deferred Comp ICMA-PRETAX	06/08/2022	.80	06/10/2022
101991	VANTAGEPOINT TRANSFER AG	PR0623221	Deferred Comp ICMA-PRETAX	06/24/2022	.80	06/24/2022
Total 50-51420-110 CLERK/TREASURER:					10.40	
50-51420-120 DEPUTY CLERK						
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - PRE	06/08/2022	10.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	10.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - PRE	06/24/2022	10.00	06/24/2022
Total 50-51420-120 DEPUTY CLERK:					40.00	
50-53100-110 SALARY						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	25.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	25.00	06/24/2022
Total 50-53100-110 SALARY:					50.00	
50-81000-110 DPW LABOR						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	12.50	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	12.50	06/24/2022
Total 50-81000-110 DPW LABOR:					25.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	74	MONTHLY	06/01/2022	23,613.93	06/03/2022
Total 50-81000-601 SOURCE OF WATER SUPPLY:					23,613.93	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	889	MONTHLY MANAGEMENT FEE	06/16/2022	6,100.00	06/17/2022
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,100.00	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	220557801	DIGGERS	05/31/2022	109.65	06/24/2022
280	LIESENER SOILS INC.	0202021	SOIL	06/06/2022	780.00	06/10/2022
474	CORE & MAIN LP	Q925248	ANODES	05/25/2022	133.52	06/10/2022
502	VILLAGE HARDWARE - VH	219325/1	WATER DEPT	06/16/2022	8.09	06/24/2022
1273	WOLF PAVING CO. INC.	416.35	GRADE 5	06/17/2022	554.07	06/24/2022
1273	WOLF PAVING CO. INC.	41626	GRADE 5	06/17/2022	418.14	06/24/2022
1273	WOLF PAVING CO. INC.	41640	GRADE 5	06/23/2022	416.07	06/24/2022
1749	HYDRO FLOW PRODUCTS INC	49865	DISCHARGE HOSE	05/26/2022	1,701.00	06/10/2022
2192	EGELHOFF LAWN MOWER SER	294637	CUTTING WHEEL	06/11/2022	1,559.98	06/24/2022
2241	ITU ABSORB TECH, INC	7919939	WATER DEPT	06/02/2022	8.60	06/03/2022
2241	ITU ABSORB TECH, INC	7924228	WATER	06/15/2022	46.53	06/17/2022
2241	ITU ABSORB TECH, INC	7928220	WATER DEPT	06/15/2022	8.60	06/17/2022
2241	ITU ABSORB TECH, INC	7932428	WATER DEPT	06/21/2022	8.60	06/24/2022
4888	CARLIN SALES	3022668-00	SEED	06/01/2022	232.65	06/03/2022
4888	CARLIN SALES	3022990-00	RANGE PRO	06/01/2022	167.05	06/10/2022
4888	CARLIN SALES	3023487	MULCH	06/14/2022	260.00	06/17/2022
5901	AMERICAN LEAK DETECTION	10661	LEAK SURVEY	04/12/2022	450.00	06/24/2022

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Total 50-81000-651 MAINTENANCE OF MAINS:					6,862.55	
50-81000-653 MAINTENANCE OF METERS						
60	L-R METER TESTING & REPAIR	4845	TEST/REPAIR	06/01/2022	447.75	06/24/2022
Total 50-81000-653 MAINTENANCE OF METERS:					447.75	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	141333	GIS DATA MAINT	06/20/2022	1,527.25	06/24/2022
535	MUNICIPAL LAW & LITIGATION	7505	VILLAGE ATTORNEY	06/09/2022	1,053.30	06/10/2022
2016	BAXTER & WOODMAN INC.	0234873	ROAD AND UTILITY	06/21/2022	3,532.17	06/24/2022
2016	BAXTER & WOODMAN INC.	0234874	ROAD AND UTILITY	06/21/2022	1,165.29	06/24/2022
Total 50-81000-800 CAPITAL OUTLAY:					7,278.01	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	06/15/2022 FILTER	FILTER UPGRADE	06/16/2022	320.85	06/17/2022
378	NORTH SHORE WATER COMMI	06/15/2022 SLUDG	SLUDGE EQUIPMENT	06/16/2022	49.84	06/17/2022
Total 50-81000-844 NSWC CAPITAL PROJECTS:					370.69	
50-81000-902 ACCOUNTING & COLLECTING LABOR						
375	NORTH SHORE BANK, FSB	PR0609222	Deferred Comp NORTH SHORE	06/08/2022	30.00	06/10/2022
375	NORTH SHORE BANK, FSB	PR0623222	Deferred Comp NORTH SHORE	06/24/2022	30.00	06/24/2022
814	GREAT-WEST TRUST COMPAN	PR0609221	Deferred Comp WI DEFER - RO	06/08/2022	20.00	06/10/2022
814	GREAT-WEST TRUST COMPAN	PR0623221	Deferred Comp WI DEFER - RO	06/24/2022	20.00	06/24/2022
Total 50-81000-902 ACCOUNTING & COLLECTING LABOR:					100.00	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80100373	HOSTING SERV UNIT	05/30/2022	74.19	06/10/2022
Total 50-81000-903 SUPPLIES AND EXPENSE:					74.19	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
1766	CONFLUENCE GRAPHICS	76137	WATERBILLS	06/02/2022	484.24	06/03/2022
2136	VERIZON WIRELESS	9907830980	787000169-00001	06/20/2022	37.50	06/24/2022
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					521.74	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	10/12/2022	WATER EXAM REVIEW	05/27/2022	100.00	06/03/2022
2385	WISCONSIN RURAL WATER AS	S5310	SYSTEM MEMBERSHIP RENEW	06/01/2022	550.00	06/10/2022
Total 50-81000-930 MISC GENERAL EXPENSE:					650.00	
70-12100 TAXES RECEIVABLES						
119	LEEVAN, DAVID OR YAKRIA	28739	OVERPAYMENT TAXES	06/01/2022	81.03	06/10/2022
289	BOLTON, LAURA	28778	OVERPAYMENT TAXES	06/02/2022	939.41	06/17/2022
414	JONES, JOSEPH	28668	OVERPAYMENT TAXES	05/31/2022	99.84	06/10/2022
1024	ANDERSON, SUZANNE	28673	OVER PAYMENT TAXES	05/31/2022	89.01	06/10/2022
1234	PORFILIO, MICHAEL OR LISA	28708	OVERPAYMENT TAXES	05/31/2022	10.90	06/17/2022
1241	VANSISTINE, ANGELA OR ANDR	28706	OVERPAYMENT TAXES	05/31/2022	47.43	06/17/2022
1249	KHAVANIN, M RAY	28720	OVERPAYMENT TAXES	05/31/2022	24.84	06/17/2022
1252	SIDERS, TAHA OR ABIGAIL	28697	OVERPAYMENT TAXES	05/31/2022	372.24	06/17/2022
1254	KENNEDY, CRYSTAL	28787	OVERPAYMENT TAXES	06/06/2022	.95	06/17/2022
5319	DEVORKIN, DARYL	28672	OVERPAYMENT TAXES	06/09/2022	2.26	06/10/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
101828	MILLAN, MARCELA B	28750	OVERPAYMENT TAXES	06/02/2022	5.68	06/10/2022
Total 70-12100 TAXES RECEIVABLES:					1,673.59	
Grand Totals:					718,949.19	

Date Approved: _____

Village Manager: _____

Village Board: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: July 6, 2022
Re: Public Hearing – 2023 Community Development Block Grant (CDBG)
Program Project List – Public Input

Under the Community Development Block Grant (CDBG) Program run by the US Housing and Urban Development (HUD) through Milwaukee County, municipalities are required to hold a public hearing to make a determination on proposed projects for the 2023 CDBG program.

One recurring request is the reimbursement of lease costs for the LX Club which is an allowable cost under the CDBG program for eligible entities. The LX Club is an eligible entity as a senior based organization and is eligible to receive up to \$6,000 as reimbursement for lease expenses. As the Village of Fox Point reimburses the LX Club for their lease expenses, the Village is the appropriate entity to submit an application to Milwaukee County for these costs. Therefore, it is my recommendation that the Village Board authorize the Director of Public Works to submit the appropriate application materials to the Milwaukee County Department of Community Development for reimbursement of lease expenses for the LX Club for the 2023 fiscal year in the maximum amount of \$6,000.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
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To: Village Board

From: Scott Brandmeier, Director of Public Works *SB*

Through: Scott Botcher, Village Manager *SB*

CC: Mike Krueger, DPW Foreman

Date: July 6, 2022

Re: Municipal Sodium Chloride (Salt) Bids

Each year, the Wisconsin Department of Transportation (WisDOT) accepts bids for sodium chloride to be used as a deicing agent on local roads. WisDOT solicits the bids and invites communities to participate in the bidding process by identifying the quantity of sodium chloride requested for the upcoming season. Fox Point, as well as many of the communities in Milwaukee County, has elected to participate in the bid process to achieve a lower unit price for its sodium chloride.

This year, the unit price for the sodium chloride is \$69.90 per ton, a decrease of \$5.62 per ton over last season's price. It is my intent to purchase the following quantities for Fox Point:

1. 0 tons of guaranteed early fill (delivered prior to December 1, 2022) as we stored close to 600 tons from last season.
2. 760 tons of guaranteed seasonal fill (delivered prior to April 30, 2023) at a cost of \$53,124.
3. 190 tons of vendor reserve (which may be delivered at the discretion of the Village between December 1, 2022, and April 30, 2023) at a cost of \$13,281.

In 2022, the Village budgeted \$81,000 for salt purchases and has approximately \$19,000 remaining in the budget to cover the cost of the deliveries prior to the end of the year. During the budget process for 2023, DPW staff will recommend maintaining the budget at \$81,000 to cover the cost of salt to be purchased under this contract as well as to purchase early fill salt as part of the 2023-2024 contract. The successful bidder was Compass Minerals from Overland Park, Kansas. Staff recommends the Village Board accept the bid of Compass Minerals that was negotiated by WisDOT and that the Village Board authorize the Director of Public Works to execute the Municipal Salt Agreement on behalf of the Village and submit the agreement to the State of Wisconsin Department of Transportation.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: July 7, 2022
Re: Acceptance of Amendment No. 4 from MSA for the Beach Drive Coastal Resiliency Project

MSA was retained to perform the design services for the Beach Drive coastal resiliency project. Prior amendments to the contract included obtaining geotechnical borings along the northern and southern stretches of Beach Drive as well as the preparation of a water main design (among other items) along the northern stretch of Beach Drive. Amendment No. 4 reflects a cost from a subcontractor MSA is proposing to retain to perform an investigation of the seven sanitary sewer manholes along the southern stretch.

They have obtained a quote from HK Solutions Group to perform a 3D manhole scanning inspection of each of the manholes. This work is proposed to determine the condition of the manholes including whether they need to be lined as part of the coastal resiliency project. The cost to perform the work is \$3,100 (less than \$500 for an assessment of each manhole) and is a pass-through cost without any additional markup to the Village. The cost to perform the work is quite reasonable and, therefore, it is my recommendation that the Village Board accept Amendment No. 4 from MSA in an amount not to exceed \$3,100 and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.



Amendment No. 4

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

Date of Issuance: 7/7/2022

MSA Project No.: R17951003

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

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

The project scope has changed due to: Requesting for work to be completed under MSA's agreement.

The scope of the work authorized is: 3D survey/scan 7 sanitary manholes at the Lake Michigan shoreline on Village property along N. Beach Drive. Deliverables will be sent within 3 weeks post inspection and will include recommendations on a rehabilitation solution.

The schedule to perform the work is: Approximate Start Date: 7/13/22
Approximate Completion Date: 8/1/22

The lump sum fee for the work is: \$3,100.00

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is included on the attached rate schedule.

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

VILLAGE OF FOX POINT

MSA PROFESSIONAL SERVICES, INC.

Douglas H. Frazer
Village President
Date: _____

Raine Gardner, P.E.
Team Leader
Date: _____

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

1702 Pancratz Street
Madison, WI 53704
Phone: 608-355-8895

Clerk Name: _____
Date: _____

7200 N Monica Blvd.
Fox Point, WI 53217
Phone: 414-351-8900



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: July 6, 2022
Re: Recommendation for Acceptance of Quote for Storm water improvements on Boyd Way

Staff regularly fields requests from property owners to address drainage concerns in their ditches. Such requests include plugged culverts, poor drainage, standing water and steep or deep ditches. Each request is inspected and a determination is made whether improvements are actually necessary. Generally speaking, concerns raised by property owners that improve drainage for other property owners tend to be addressed while those impacting the individual property owner may not always be addressed (e.g., in a situation where the owner's sump pump discharges to the ditch creating the standing water complaint).

Typically, requests are received in one year and addressed in a subsequent year. Staff has requested and the Board has budgeted funds for these miscellaneous storm sewer projects (this year's budget is \$50,000). In some instances when the project is shorter in length and is more easily completed, DPW staff will perform the work; in other instances, staff will receive a quote to perform the work from a contractor.

The work on Boyd Way extends from 7723 north to 7745 and, given the length of the project, we requested a quote from WSO Grading & Excavating who has performed similar projects for the Village in the past. His cost to perform the work includes all labor, materials and landscape restoration activities and is \$11,730. The quote, which includes placement of approximately 200 feet of pipe, is about \$60 per foot which is a very reasonable price.

Therefore, it is my recommendation that the Village Board accept the quote from WSO Grading & Excavating in the amount of \$11,730 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



WSO Grading & Excavating LLC

121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jdwagner28@yahoo.com

Estimate

ADDRESS

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

ESTIMATE # 2691

DATE 07/06/2022

WORKSITE

Boyd Way

DATE	DESCRIPTION	QTY/HRS	UNIT PRICE	TOTAL
	202' 10" ADS			
	3 Tees			
	Fernco connection			
	Pipe Anchors			
	Restoration			
	*Please note: Not responsible for watering			
				11,730.00

Note: Not responsible for Asbestos Abatement. Hazardous Materials or Contaminated Fill will be removed and disposed of at OWNERS expense

TOTAL

\$11,730.00

Accepted By

Accepted Date



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: July 6, 2022
Re: Recommendation for Acceptance of Quote for storm water improvements on Goodrich Lane

As noted in the memorandum for Boyd Way, staff regularly fields requests from property owners to address drainage concerns in their ditches. Such requests include plugged culverts, poor drainage, standing water and steep or deep ditches. Each request is inspected and a determination is made whether improvements are actually necessary. Generally speaking, concerns raised by property owners that improve drainage for other property owners tend to be addressed while those impacting the individual property owner may not always be addressed (e.g., in a situation where the owner's sump pump discharges to the ditch creating the standing water complaint).

Typically, requests are received in one year and addressed in a subsequent year. Staff has requested and the Board has budgeted funds for these miscellaneous storm sewer projects (this year's budget is \$50,000). In some instances when the project is shorter in length and is more easily completed, DPW staff will perform the work; in other instances, staff will receive a quote to perform the work from a contractor.

The work on Goodrich Lane extends from 1541 south toward 1533 and includes approximately 100 feet of pipe installation and almost 200 feet of ditch regrading. Given the size of the project, we requested a quote from WSO Grading & Excavating who has performed similar projects for the Village in the past. His cost to perform the work includes all labor, materials and landscape restoration activities is \$9,100. The quote is about \$35 per foot which is a very reasonable price.

Therefore, it is my recommendation that the Village Board accept the quote from WSO Grading & Excavating in the amount of \$9,100 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



WSO Grading & Excavating LLC
121 Highview Drive
Cedarburg, WI 53012
414.429.1002
jdwagner28@yahoo.com

Estimate

ADDRESS

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

ESTIMATE # 2689

DATE 07/06/2022

WORKSITE

Goodrich Lane 1535,1533,1541

DATE	DESCRIPTION	QTY/HRS	UNIT PRICE	TOTAL
	Goodrich Drainage Improvements 185' ditching regrading 98' 10" ADS Fernco connection Pipe Anchors Restoration *Please note: Not responsible for watering		9,100.00	9,100.00
Note: Not responsible for Asbestos Abatement. Hazardous Materials or Contaminated Fill will be removed and disposed of at OWNERS expense				TOTAL \$9,100.00

Accepted By

Accepted Date



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: July 6, 2022
Re: Recommendation for Approval of Lake Drive Non-Participating Proposal for Water Main Design

As noted during the June 2022 Village Board meeting, Kapur & Associates submitted a proposal to perform design activities associated with the Lake Drive water main replacement prior to the Department of Transportation (DOT) repaving the road. The proposal from Kapur provided two options for two separate portions of the project: one related to the SEH recommendations (replacement of 5,200 feet of water main versus two segments totaling approximately 900 feet of water main) and replacement of all water service laterals versus only the lead water service laterals. The Village Board indicated that replacement of the water mains at each crossing as well as the hydrants and valves along Lake Drive is appropriate but requested construction cost estimates for each of the options before determining which one to select.

Based on a preliminary estimate, which could change depending on the year in which the water main work is completed, the following was prepared by Kapur:

1. Replacement of the 12-inch water main between Daisy Lane and Goodrich Lane – approximately \$914,000.
2. Replacement of the two 12-inch water main segments on Lake Drive per the SEH report – approximately \$161,000.
3. Replacement of all 85 water service laterals along Lake Drive – approximately \$536,000 of which approximately \$169,000 is related to work on private property to replace the lead laterals from the curb stop to the house and would be reimbursed by the property owner.
4. Replacement of only the 14 lead water service laterals along Lake Drive – approximately \$232,000 of which the same \$169,000 noted in No. 3 would be the responsibility of the property owners.

The preliminary cost estimate is attached hereto. Kapur has also segregated their proposal to reflect the options for consideration by the Village Board. In essence, there are four options the Village Board may authorize:

- A. Tasks 1, 2A, 3, 4, 5A, and 6-9 - \$40,407
- B. Tasks 1, 2A, 3, 4, 5B, and 6-9 - \$39,225
- C. Tasks 1, 2B, 3, 4, 5A, and 6-9 - \$39,250
- D. Tasks 1, 2B, 3, 4, 5B, and 6-9 - \$38,068

It is anticipated that the water main portion of the project will be designed in 2023 and be ready for bidding in 2024 or 2025 prior to the work on Lake Drive being completed in 2025 or 2026. It is my recommendation that the Village Board approve the contract with Kapur & Associates in an amount to reflect one of the four options identified above. It is my further recommendation that the Village Board authorize the Village President and Village Clerk/Treasurer to sign the agreement on behalf of the Village.

June 29, 2022

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

RE: Lake Drive Water Main Improvement

Dear Scott,

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

SCOPE OF SERVICES (Includes Preliminary and Final Design, Plans & Permits)

TASK 1: PROJECT MANAGEMENT

Project kick-off meeting, progress meetings, administration and coordination

TASK 2: DESIGN FOR REPLACEMENT OF 12-INCH WATER MAIN

2a - Replacement of approximately 5,200 LF of existing 12-inch water main along the Lake Drive right-of-way from Daisy Lane to Goodrich Lane

2b - Replacement of approximately 900 LF 12-inch water main two segments: number 5 and number 13 determined by SEH technical memorandum dated December 21, 2020.

Will be designed in accordance with the state and municipality standards, including construction details, plan and profile sheets, specifications, and quantities.

TASK 3: DESIGN FOR REPLACEMENT OF 8-INCH WATER MAIN AT 19 CROSSING LOCATIONS

Replacement of approximately 2,000 LF of 8-inch water main at 19 crossing locations: School, Daphne, Holly, south of Juniper, Bell, Portage, north of Portage, Hyde, S. Links, N. Links, Quarles, Fox, Churchill, Spooner, Belmont, Goodrich, Bywater, Gray Log and Dean

Will be designed in accordance with the state and municipality standards, including construction details, plan and profile sheets, specifications, and quantities.

TASK 4: DESIGN FOR REPLACEMENT OF HYDRANTS AND VALVES ALONG THE LAKE DRIVE

Replacement of existing 29 hydrants and 27 of water valves within the Village's limits (for entire 2.6 mi corridor).



Will be designed in accordance with the state and municipality standards, including construction details, plan and profile sheets, specifications, and quantities.

TASK 5: DESIGN FOR REPLACEMENT OF WATER SERVICES ALONG THE LAKE DRIVE

5a - Replacement of approximately 85 water services and curb stops within the Village's limits for entire 2.6 mi corridor).

5b - Replacement of approximately 14 lead water services only

Will be designed in accordance with the state and municipality standards, including construction details, plan and profile sheets, specifications, and quantities.

TASK 6: GEOTECHNICAL INVESTIGATION

Three soil boring (10 feet deep) will be performed on site. Report with the soil description will be provided.

TASK 7: AGENCY COORDINATION/PERMITS (DOT, WE ENERGIES AND AT&T)

TASK 8: CONSTRUCTION DOCUMENT PREPARATION

Bidding Contract Documents, cost estimate, publishing, pre-bid walk through, bid opening, recommendation to low bidder.

TASK 9: GRANT PREPARATION, SUBMITTALS AND COORDINATION

SCHEDULE

Water main improvement project will be performed in spring-fall 2022. Published in the middle of December 2022 and bid opening in February 2023.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be: \$44,769.00

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.



STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

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

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

Article 2 Schedule of Services

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

Article 3 CLIENT's Responsibility

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

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

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

Article 4 Payment Terms

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

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

Article 5 Term and Termination

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

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

Article 6 Indemnity

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

Article 7 Ownership and Copyright of Documents

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

Article 8 Electronic Media

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

ENGINEER

Kapur

By: _____

Print: Yuriy Amelyan

Title: Associate/Project Manager

Date: 6/28/2022

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
DESIGN FOR THE WATER MAIN IMPROVEMENT ALONG THE LAKE DRIVE
VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	Project Engineer	Staff Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$168.00	\$119.00	\$96.00	\$88.00		
1. PROJECT MANAGEMENT						
Project kick-off meeting	3	3			6	\$861.00
Progress meetings	3	3			6	\$861.00
Prepare/distribute letters	6	8			14	\$1,960.00
Administration and Coordination	14				14	\$2,352.00
Subtotal for Project Management:	26	14	0	0	40	\$6,034.00
2. DESIGN FOR REPLACEMENT OF 12-INCH WATER MAIN						
2A - Design cost for replacement of approximately 5,200 LF of existing 12-inch water main between E. Daisy Lane and E. Goodrich Lane	2	11	6	13	32	\$3,365.00
2B -Design Cost for Replacement of approximately 900 LF of 12-inch water main (two segments) per SEH Report and recommendation	1	8	4	8	21	\$2,208.00
Subtotal for Water Main Replacement between Daisy Lane and Goodrich Lane:	3	19	10	21	53	\$5,573.00
3. DESIGN FOR REPLACEMENT OF 8-INCH WATER MAIN AT 19 CROSSING LOCATION						
Design	5	16	16	16	53	\$5,688.00
Subtotal for Water Main Replacement at 19 Crossing Location:	5	16	16	16	53	\$5,688.00
4. DESIGN REPLACEMENT OF 29 HYDRANTS AND 27 WATER VALVES BETWEEN SCHOOL ROAD AND DEAN ROAD						
Design	4	16	16	16	52	\$5,520.00
Subtotal for Water Main Hydrants and Valves Replacement:	4	16	16	16	52	\$5,520.00
5. REPLACEMENT OF WATER SERVICES ALONG LAKE DRIVE						
5A - Design Cost for Replacement of approximaely 85 water services between E. School Road and E. Dean Road	2	8	14	8	32	\$3,336.00
5B - Design Cost to Replace approximately 14 lead water services only	2	6	6	6	20	\$2,154.00
Subtotal for Water Services and Curb Stops:	4	14	20	14	52	\$5,490.00
6. Geotechnical Investigation	Three Soil Borings (10 feet deep each) and report 3 x 800					\$2,400.00
7. Agency Coordination/Permits (DOT, DNR, WE Energies and AT&T)	12	24			36	\$4,872.00
8. CONSTRUCTION DOCUMENT PREPARATION						
Bidding/Contract Document, Cost estimate, Publishing, Bid Opening, Finalized Bid Tab and Award Recommendation to Low Bidder, Preparation of Figures for Public Information Meeting	8	16	16	8	48	\$5,488.00
Work with Prospective Bidders and Clarification of Proposed Improvement Program. Pre-Bid Walk Through With Prospective Bidders	4	4			8	\$1,148.00
Subtotal for Construction Document Preparation:	12	20	16	8	56	\$6,636.00
9. GRANT PREPARATION, SUBMITTALS AND COORDINATION	2	8	8		18	\$2,056.00
MILEAGE AND EXPENSES						\$500.00
TOTAL HOURS:	68	131	86	75	360	
DESIGN COST	\$11,424.00	\$15,589.00	\$8,256.00	\$6,600.00		\$44,769.00
Create Temporary or Permanent Easements (If Necessary)	\$800 Each					

ENGINEERING COST ESTIMATE
LAKE DRIVE WATER MAIN IMPROVEMENT
VILLAGE OF FOX POINT

BASE BID					
ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
TASK 2A REPLACEMENT OF 12-INCH WATER MAIN BETWEEN E. DAISY LANE AND E. GOODRICH LANE					
1	Furnish and Install 12-Inch Water Main (Horizontal Directional Drilling – All Inclusive)	5,200	LF	\$ 175.00	\$ 910,000.00
2	Cap and Abandon Existing Watermain (Per Location)	1	EACH	\$ 1,000.00	\$ 1,000.00
3	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	400	SY	\$ 8.00	\$ 3,200.00
SUBTOTAL FOR TASK 2A:					\$ 914,200.00
TASK 2B REPLACEMENT OF TWO 12-INCH WATER MAIN SEGMENTS PER SEH RECOMMENDATION					
1	Furnish and Install 12-Inch Water Main (Horizontal Directional Drilling – All Inclusive)	850	LF	\$ 185.00	\$ 157,250.00
2	Cap and Abandon Existing Watermain (Per Location)	2	EACH	\$ 1,000.00	\$ 2,000.00
3	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	200	SY	\$ 8.00	\$ 1,600.00
SUBTOTAL FOR TASK 2B:					\$ 160,850.00
TASK 3 REPLACEMENT OF 8-INCH WATER MAIN AT 19 CROSSING LOCATIONS					
1	Furnish and Install 8-Inch Water Main Crossing Lake Drive 19 Each (Horizontal Directional Drilling – All Inclusive)	2,000	LF	\$ 160.00	\$ 320,000.00
2	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	20	EACH	\$ 2,300.00	\$ 46,000.00
3	Cap and Abandon Existing Watermain (Per Location)	19	EACH	\$ 1,000.00	\$ 19,000.00
4	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	1,000	SY	\$ 8.00	\$ 8,000.00
SUBTOTAL FOR TASK 3:					\$ 393,000.00
TASK 4 REPLACEMENT OF 29 HYDRANTS AND 27 VALVES BETWEEN E. SCHOOL ROAD AND E. DEAN ROAD					
1	Furnish and Install 12-Inch Water Main Gate Valve and Valve Box	16	EACH	\$ 8,500.00	\$ 136,000.00
2	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	30	EACH	\$ 6,000.00	\$ 180,000.00
3	6-Inch PVC Hydrant Lead (Granular Backfill)	1,200	LF	\$ 90.00	\$ 108,000.00
4	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	500	SY	\$ 8.00	\$ 4,000.00
SUBTOTAL FOR TASK 4:					\$ 428,000.00
TASK 5A REPLACEMENT OF ALL .85 WATER SERVICES ALONG THE LAKE DRIVE (FROM MAIN LINE TO CURB STOP)					
1	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	2,550	L.F	\$ 85.00	\$ 216,750.00
2	Furnish and Install 1-1/4-Inch Corporation Stop	85	EACH	\$ 1,000.00	\$ 85,000.00
3	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	85	EACH	\$ 650.00	\$ 55,250.00
4	Directional drill 1-1/4 – Inch HDPE water service from curb stop to existing water meter in basement	980	LF	\$ 130.00	\$ 127,400.00
5	Internal connection to existing water meter, including re-grounding the electrical service (All inclusive)	14	EACH	\$ 3,000.00	\$ 42,000.00
6	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	1,200	SY	\$ 8.00	\$ 9,600.00
SUBTOTAL FOR TASK 5A:					\$ 536,000.00
TASK 5B REPLACEMENT OF 14 LEAD WATER SERVICES ONLY (FROM MAIN LINE TO BASEMENT)					
1	Directional drill 1-1/4 – Inch HDPE water service from main line to curb stop	350	LF	\$ 105.00	\$ 36,750.00
2	Directional drill 1-1/4 – Inch HDPE water service from curb stop to existing water meter in basement	980	LF	\$ 130.00	\$ 127,400.00
3	Furnish and Install 1-1/4-Inch Corporation Stop	14	EACH	\$ 1,000.00	\$ 14,000.00
4	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	14	EACH	\$ 650.00	\$ 9,100.00
5	Internal connection to existing water meter, including re-grounding the electrical service (All inclusive)	14	EACH	\$ 3,000.00	\$ 42,000.00
6	Landscaping Restoration (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	400	SY	\$ 8.00	\$ 3,200.00
SUBTOTAL FOR TASK 5B:					\$ 232,450.00
TOTAL FOR ALL TASKS					\$ 2,664,500.00
ADD 15% Engineering and Contingencies:					\$ 399,675.00
TOTAL FOR 2022 LAKE DRIVE WATER MAIN IMPROVEMENT:					\$ 3,064,175.00

Property owner cost

OPTION 1 - TASK 2A, TASK 3, TASK 4 AND TASK 5A			
TOTAL FOR TASKS 2A, 3, 4 AND 5A		\$	2,271,200.00
ADD 15% Engineering and Contingencies:		\$	340,680.00
TOTAL FOR OPTION 1:		\$	2,611,880.00

OPTION 2 - TASK 2B, TASK 3, TASK 4 AND TASK 5A			
TOTAL FOR TASKS 2B, 3, 4 AND 5A:		\$	1,517,850.00
ADD 15% Engineering and Contingencies:		\$	227,677.50
TOTAL FOR OPTION 2:		\$	1,745,527.50

OPTION 3 - TASK 2A, TASK 3, TASK 4 AND TASK 5B			
TOTAL FOR TASKS 2A, 3, 4 AND 5B:		\$	1,967,650.00
ADD 15% Engineering and Contingencies:		\$	295,147.50
TOTAL FOR OPTION 3:		\$	2,262,797.50

OPTION 4 - TASK 2B, TASK 3, TASK 4 AND TASK 5B			
TOTAL FOR TASKS 2B, 3, 4 AND 5B:		\$	1,214,300.00
ADD 15% Engineering and Contingencies:		\$	182,145.00
TOTAL FOR OPTION 4:		\$	1,396,445.00

VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

RESOLUTION NO. _____

**RESOLUTION AWARDING THE SALE
OF \$2,410,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2022A**

WHEREAS, the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) is in need of funds aggregating \$2,410,000 for the following public purposes:

- (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 (collectively, the “Public Purpose”); and

WHEREAS, for the purpose of providing funds for the Public Purpose, the Village has determined that it is necessary and desirable to authorize and sell its \$2,410,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Promissory Notes, Series 2022A (the “Notes”); and

WHEREAS, pursuant to an Initial Resolution adopted by the Village Board on May 10, 2022, the Village administration (in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated) caused an Official Notice of Sale to be distributed offering the Notes for public sale on July 12, 2022; and

WHEREAS, pursuant to Chapter 67.12(12) of the Wisconsin Statutes, as amended, the Village is authorized to issue general obligation promissory notes of the Village for the Public Purpose; and

WHEREAS, it has been determined that the bid proposal submitted by _____. (the “Purchaser”) fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Award of the Notes. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Notes, for the sum of \$_____ (\$2,410,000.00 par amount of Notes, plus reoffering premium of \$_____, less underwriter’s discount of \$_____). The Notes mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2023	\$145,000	
April 1, 2024	215,000	
April 1, 2025	220,000	
April 1, 2026	230,000	
April 1, 2027	240,000	
April 1, 2028	255,000	
April 1, 2029	265,000	
April 1, 2030	270,000	
April 1, 2031	280,000	
April 1, 2032	290,000	

The Village President and Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The preparation of the Preliminary Official Statement dated June 30, 2022 and the Final Official Statement are hereby approved. The Preliminary Official Statement is “deemed final” as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Village President and the Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2022A;” shall be dated August 2, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on April 1 of each year, in the years and principal amounts as set forth above. Interest is payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2023.

Section 4. Optional Redemption. At the option of the Village, Notes maturing on April 1, 2030 and thereafter are subject to call and prior redemption on April 1, 2029, and on any date thereafter, in whole or in part, and if in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village

are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years and amounts as follows:

- (a) Levy for the year 2022 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2023;
 - \$_____ for interest due on April 1, 2023; and
 - \$_____ for interest due on October 1, 2023.
- (b) Levy for the year 2023 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2024;
 - \$_____ for interest due on April 1, 2024; and
 - \$_____ for interest due on October 1, 2024.
- (c) Levy for the year 2024 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2025;
 - \$_____ for interest due on April 1, 2025; and
 - \$_____ for interest due on October 1, 2025.
- (d) Levy for the year 2025 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2026;
 - \$_____ for interest due on April 1, 2026; and
 - \$_____ for interest due on October 1, 2026.
- (e) Levy for the year 2026 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2027;
 - \$_____ for interest due on April 1, 2027; and
 - \$_____ for interest due on October 1, 2027.
- (f) Levy for the year 2027 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2028;
 - \$_____ for interest due on April 1, 2028; and
 - \$_____ for interest due on October 1, 2028.
- (g) Levy for the year 2028 in the amount of \$_____, being the sum of:
 - \$_____ for principal due on April 1, 2029;
 - \$_____ for interest due on April 1, 2029; and
 - \$_____ for interest due on October 1, 2029.

- (h) Levy for the year 2029 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2030;
\$_____ for interest due on April 1, 2030; and
\$_____ for interest due on October 1, 2030.
- (i) Levy for the year 2030 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2031;
\$_____ for interest due on April 1, 2031; and
\$_____ for interest due on October 1, 203.
- (j) Levy for the year 2031 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2032; and
\$_____ for interest due on April 1, 2032.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated “Debt Service Fund Account for \$2,410,000 Village of Fox Point General Obligation Promissory Notes, Series 2022A dated August 2, 2022.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Notes.

Section 9. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the “Closing”), would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Note Proceeds may be temporarily invested in legal investments until needed; provided, however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes,

whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Notes are not “private activity bonds” as defined in Section 141 of the Code and that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the Village. The Village covenants that it will take all necessary steps to comply with rebate requirements of the Code.

Section 11. Persons Treated as Owners; Transfer of Notes. The Paying Agent (as defined in Section 19) shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner by surrender of the Note at the office of the Paying Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Paying Agent shall deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Paying Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Paying Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be

made to the registered owners of the Notes as they appear on the registration book of the Village maintained by the Paying Agent at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the Village. The Notes will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Village’s relationship with DTC is terminated, the Village may appoint another securities depository to maintain the Book-Entry System.

Section 13. Defeasance. When all Notes have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Notes due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Notes should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Notes called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Notes of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Notes to its maturity or, at the Village’s option, if said Note is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Note at maturity, or at the Village’s option, if said Note is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Notes on such date has been duly given or provided for.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Designation of Notes. The Village hereby designates the Notes to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation the Village Clerk or other officer of the Village charged with the responsibility for issuing the Notes shall provide an appropriate certificate of the Village all as of the Closing.

Section 16. Continuing Disclosure. The Village covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the “Undertaking”) required by SEC

Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”) to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Notes or by the original purchaser(s) of the Notes on behalf of such holders (provided that the rights of the holders and the purchaser(s) to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Agreement for inclusion in the transcript of proceedings, setting forth the details and terms of the Village’s Undertaking.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions 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.

Section 18. Bond Insurance. If the purchaser of the Notes obtains municipal bond insurance with respect to the Notes, the Village President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Village President and Village Clerk, including provisions regarding restrictions on investment of Note Proceeds, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Appointment of Paying Agent; Fiscal Agency Agreement. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association (the “Paying Agent”) which is hereby appointed as the Village’s registrar, fiscal agent, and paying agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes. The Fiscal Agency Agreement between the Village and the Paying Agent in substantially in the form attached hereto as Exhibit D is hereby approved, and the Village shall pay such fees and expenses of the Paying Agent set forth in the Fiscal Agency Agreement. The Village President and Village Clerk are authorized to execute the Fiscal Agency Agreement.

Section 20. Section 893.77 Notice. Notice of sale of the Notes, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Village as a class I notice under Chapter 985 of the Wisconsin Statutes or posted pursuant to the Village’s procedures for posting notices.

Adopted this 12th day of July, 2022.

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

CERTIFICATION

I, Kelly A. Meyer, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Fox Point, in the County of Milwaukee, State of Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of said Village; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF \$2,410,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a _____ (*insert regular or special*) meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at ____ p.m. on July 12, 2022. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

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 on the bulletin board in the Village Hall and the Village's website.

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

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
-------	-------

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 Trustee _____, and seconded by Trustee _____. Following discussion and after all trustees 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:

ABSTAINED:

Whereupon the chairperson of the meeting 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 on this 12th day of July, 2022.

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

[SEAL]

By: _____
Kelly A. Meyer, Village Clerk

EXHIBIT A

BID FORM

[SEE ATTACHED]

EXHIBIT B

FORM OF NOTE

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
No. R-____	STATE OF WISCONSIN	\$_____
	MILWAUKEE COUNTY	
	VILLAGE OF FOX POINT	
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A		

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
April 1, _____	August 2, 2022	_____%	_____

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of _____ DOLLARS (\$_____) on the maturity date identified above, together with interest thereon from the Dated Date, or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2023, and thereafter at maturity.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Note. On the maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the principal office of Associated Trust Company, National Association, the fiscal agent appointed by the Village pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Paying Agent"). Interest hereon shall be paid by wire transfer to the Depository in whose name this Note is registered on the note register maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

Notes maturing on April 1, 2030 and thereafter are subject to call and prior redemption on April 1, 2029, and on any date thereafter, in whole or in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Notice of the call for any redemption of Notes prior to maturity shall be given by mailing a copy of the redemption notice by First Class Mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owner of each Note to be redeemed at the address shown on the note register; provided, however, that failure to give any such notice as aforesaid, or any defect therein with respect to any particular Note shall not affect the validity of any proceedings for the redemption of any other Note.

Each redemption notice shall (i) identify the particular Note, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other descriptive information, if any that accurately identifies the particular Notes called for redemption, (ii) identify the provisions pursuant to which the Notes are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Notes or portions thereof thus called for redemption will cease to accrue from and after the redemption date specified therein.

As long as the Notes are in book entry form, the Notes are payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender to the Paying Agent. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the Paying Agent. The Paying Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the Record Date, or (iii) with respect to any particular Notes, after such Note has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the Village shall execute and the Paying Agent shall issue a new Note in the principal amount outstanding after redemption on the redemption date.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Paying Agent, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Paying Agent, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Notes shall be issued to the transferee in exchange therefor. The Village may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully registered note, without coupons.

This Note has been designated by the Village as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code, as amended.

This Note is issued for the public purpose of paying the following costs:

- (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;

and is authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Village Board on July 12, 2022, entitled, “Resolution Awarding the Sale of \$2,410,000 General Obligation Promissory Notes, Series 2022A.”

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the levy of a non repealable, direct annual tax has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Note.

IN WITNESS WHEREOF, the Village of Fox Point, Wisconsin, has caused this Note to be signed by the signatures of its Village President and its Village Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

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

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite name and address,
other identifying number of Assignee)

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

Attorney to transfer said Note on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Note in every
particular without alteration or enlargement or
any change whatever.

Signature(s) guaranteed by:

EXHIBIT C

NOTICE TO THE ELECTORS

On July 12, 2022, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Promissory Notes, Series 2022A in an amount not to exceed \$2,410,000 (the “Notes”). The closing of this note sale was held on August 2, 2022. A copy of all proceedings had to date with respect to the authorization and sale of said Notes is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kelly A. Meyer, Village Clerk
VILLAGE OF FOX POINT, WISCONSIN

EXHIBIT D

FISCAL AGENCY AGREEMENT

[SEE ATTACHED]

\$2,410,000
Village of Fox Point
Milwaukee County, Wisconsin
General Obligation Promissory Notes, Series 2022A

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of August 2022, by and between Village of Fox Point, Milwaukee County, Wisconsin (the “Village”), and Associated Trust Company, National Association (the “Agent”).

WITNESSETH:

WHEREAS, the Village has authorized the borrowing of the sum of TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$2,410,000) pursuant to Section 67.12(12), Wisconsin Statutes, and resolutions adopted by the Village Board on May 10, 2022 and July 12, 2022 and has authorized the issuance and sale of \$2,410,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2022A”; shall be dated August 2, 2022; shall bear interest at the rates set forth below; and shall mature on April 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2023	\$145,000	
April 1, 2024	215,000	
April 1, 2025	220,000	
April 1, 2026	230,000	
April 1, 2027	240,000	
April 1, 2028	255,000	
April 1, 2029	265,000	
April 1, 2030	270,000	
April 1, 2031	280,000	
April 1, 2032	290,000	

Interest shall be payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2023, until the principal of the Obligations is paid in full or discharged;

WHEREAS, the Village is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Village Board of the Village has authorized the appointment of the Agent as Fiscal Agent of the Village for the purpose of performing any or all of the following functions with

respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Village and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the Village with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Village.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Village agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Village a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the Village. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the Village a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such

registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

In the event the Village exercises its option to redeem the Obligations prior to maturity, as long as the Obligations are in book-entry-only form, the Village shall direct the Fiscal Agent to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, or electronic transmission to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Obligations of a maturity are to be called for redemption, the Obligations of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Obligations called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Obligations shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Obligations shall no longer be deemed to be outstanding.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company (the "Depository") by the Village.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the Village with an accounting of payments received and made and funds on hand annually.

FEES

D-4

The Village agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the Village exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the Village by the Fiscal Agent. In the event the Village exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

1. Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Village or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

2. Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to Village. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the Village and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Village, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the Village shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Village.

3. Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

4. Execution. This Agreement shall be executed on behalf of the Village and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of August 2, 2022.

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

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$2,410,000

Village of Fox Point

Milwaukee County, Wisconsin

General Obligation Promissory Notes, Series 2022A

[See Attached]

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: \$325

ANNUAL FEE: \$475

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

Agreement for Professional Services

This Agreement is effective as of July 12, 2022, between Village of Fox Point (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **I-43 Water Main Relocation Project**.

Client's Authorized Representative: Scott Brandmeier, PE

Address: 7200 Santa Monica Boulevard
Fox Point, Wisconsin 53217

Telephone: 414.351.8900 **email:** sbrandmeier@villageoffoxpoint.com

Project Manager: Katie Kinsey, PE (Lic. IA, KS, MN, MO, NE, SD, WI)

Address: 5414 NW 88th Street, Suite 140
Johnston, IA 50131

Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Refer to SEH proposal dated June 23, 2022, included as Exhibit A.

Schedule: Refer to SEH proposal dated June 23, 2022, included as Exhibit A.

Payment: The estimated fee for design, bidding, and construction services is subject to hourly not-to-exceed amount of \$56,808, including expenses and equipment,

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Resident Project Representative Services

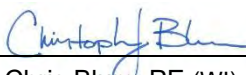
RPR services will be provided in accordance with attached Exhibit B.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

Village of Fox Point

By: 
Chris Blum, PE (WI)
Title: Client Service Manager

By: _____
Title: _____

EXHIBIT A



June 23, 2022

RE: Village of Fox Point (Village)
I-43 Water Main Relocation Project
SEH No FOXPT 167938 10.00

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

Dear Scott:

Thank you for expressing interest in Short Elliott Hendrickson Inc. (SEH®) to provide professional services for engineering services for the design and construction to relocate a 20-inch PCCP transmission main in the water distribution system near IH 43. Our team has identified the following aspects of the project that will be key to its success:

- Coordination with the WisDOT 1229-04-71 and 1229-04-73 IH 43 – Bender Road to Brown Deer Road project.
- An assessment and recommendation of the pipe material to be used for the relocation.
- An assessment and recommendation for potentially relocating the 16" water main.
- Providing clear project management to meet deadlines and scheduling of the work to ensure construction of the relocated water main to be complete by February 2023.

SEH has intentionally formed our team to provide the right experience and technical knowledge to address these critical success factors and make this water systems connection project a success. This proposal is based on conversations with the Village staff, WisDOT, HNTB Corporation (HNTB), and our knowledge of similar projects. We are confident the team and approach outlined here will lead to a smooth project delivery.

PROJECT UNDERSTANDING

HNTB is designing a project for WisDOT to widen IH 43 from four lanes to six lanes. The site work needed for the WisDOT project will change the amount of ground cover over the existing 20-inch transmission main. The WisDOT project will have new storm sewer that appears will be in conflict with the existing 16-inch water main. Exhibit C, provided by HNTB, shows the existing 20-inch PCCP transmission main in blue and the existing 16-inch water main in orange. The transmission main in green is an existing 24-inch main that will not be affected by the WisDOT project.

The design of the I-43 Water Main Relocation Project will result in assessing which areas of the 20-inch transmission main will need to be lowered to provide additional ground cover that will be removed with the WisDOT project and which areas may only need insulation to be added above the transmission main. The Relocation Project will also evaluate the storm sewer/water main conflicts to determine the best option to

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 5414 NW 88th Street, Suite 140, Johnston, IA 50131-1701
515.608.6000 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | **Affirmative Action–Equal Opportunity Employer**

Scott Brandmeier, PE
June 23, 2022
Page 2

remove these conflicts, whether that is to relocate the new storm sewer to the west or lower the 16-inch water main.

It is understood that HNTB will provide SEH the field and topographic surveys, CADD files, surface tins, etc. that is needed for the design and evaluation of the water distribution system. SEH will not obtain any survey for the I-43 Water Main Relocation Project.

This full design must incorporate AWWA standards.

PROJECT APPROACH

Task 1: Preliminary Design

Data Collection

SEH will obtain all surveys, CADD files, and future design information of the WisDOT 1229-04-71 and 1229-04-73 IH 43 – Bender Road to Brown Deer Road from HNTB.

Preliminary Design

It is important to note that some evaluations will need to be completed prior to the start of preparing the preliminary design. Below are some factors that will need to be completed:

- The material of the relocated 20-inch transmission main will need to be evaluated. Determining the anticipated cost and the lead time of the material will greatly affect which material will be recommended for the relocation of the 20-inch transmission main. SEH will evaluate three (3) different materials for this transmission main relocation: PVC, DI, and PCCP.
- The alignment of the relocated 20-inch transmission main will need to be evaluated. Determining the horizontal alignment of the transmission main, whether it will go in the same location that it is today or within the new acquired right-of-way adjacent to Craig Counsell Park.
- The new storm sewer/existing 16-inch water main conflict will need to be evaluated. Determining the best option to avoid this conflict, whether that is to relocate the new storm sewer west of the current proposed location or lowering the existing 16-inch water main.

Our team will analyze the costs and implications of these factors to determine which methods are the best economical and practical approach.

Task 2: Final Design & Bidding Services

Final Design

After the preliminary layout of the proposed water main is complete, Katie will lead the team into final design of the proposed improvements to meet the deadline of bidding this project in October 2022. The chosen installation approach of the improvements will be designed to meet the AWWA and DNR standards. We will also develop a final engineer's estimate for the project. Our scope includes obtaining the required DNR water main permit. All permit fees will be paid for by the Village. It is assumed that a DOT permit is not needed as this project is being done at their request due to the impacts of their project.

Bidding Services

SEH will prepare the project specifications and bidding package. The project can be advertised once the Village Board approves the completed contract documents. SEH's project manager and technical experts will be available throughout the bidding process for questions. We will attend the bid opening and analyze the bids in order to give a contract award recommendation to the Village.

Scott Brandmeier, PE
June 23, 2022
Page 3

Task 3: Construction Services

Construction Observation

Ensuring the valuable new asset for the Village is installed according to the contract documents and to the Village's expectations, our experienced team and resident project representative (RPR) will administer and observe the construction of this project. Our team members are experienced with water main installations and similar utility construction projects. Proper planning and communication in the field leads to a successful construction project.

Construction Staking

Our local surveying team will assist in providing accurate staking locations for the contractor to build the proposed design. SEH will also assist in documenting locations of critical new infrastructure and providing accurate record drawings.

PROJECT TEAM

We have selected our team members to successfully deliver this critical project with you. This includes a project manager who has experience with design and construction observation of PCCP transmission mains. We have provided information about our key team members and their experience below.

Katie Kinsey, PE – Project Manager

Katie will be the overall project manager and primary contact for the Village and all project related communications. She will also lead the water main design tasks for the project. Katie has extensive experience in the water industry managing infrastructure projects that include planning, designing, and construction of distribution mains and transmission mains. She also has experience preparing water distribution system improvement studies, hydraulic modeling, and facility site improvements. Her responsibilities have included project management, planning, preparation of construction documents, bidding services, and construction observation and administration. Katie has previously worked at the largest water utility in the State of Iowa for over 11 years. She has designed water main in sizes from 2.5" to 36" in diameter in PVC, FPVC, HDPE, DI, PCCP, steel. More specifically, she has designed over 5.3 miles of PCCP water main. Katie's background as a licensed Iowa water treatment and water distribution operator helps her connect and see the perspectives of the maintenance staff and operators.

Katie will be supported on the project by:

- Chris Blum, PE – Client Service Manager
- Dave Hutton, PE – QA/QC
 - Dave was involved in the pipe condition assessment project and the IRMA report completed for the Village several years ago. He generally is involved in many of our trenchless water main rehabilitation, design, and construction projects.
- Gus Mroz, EIT – Project Engineer/Design Technician
- Steve Yoss – RPR
 - Steve has 5 years of experience inspecting sewer and water projects.

Scott Brandmeier, PE
June 23, 2022
Page 4

PROJECT SCHEDULE

We estimate the project to follow the schedule below.

Village Signed Agreement	July 2022
Data Collection	July 2022
Preliminary Plans Review	August 2022
Final Plans Review	September 2022
Bidding	October 2022
Begin Construction	January 2023 *
End Construction	February 2023

*Given the current bidding climate and potential supply shortage issues, we cannot guarantee the construction schedule for this project. We can only promise to get the project out to bids by October.

PROJECT FEE

The team has carefully assessed the tasks and activities associated with the Village's proposed project. In response, we have provided our understanding and approach that lead us to our fee as outlined in the detailed task hour spreadsheet in Exhibit D and summarized below:

Task	Task Description	Hours	Labor	Expenses	Task Fee
1	Preliminary Design	148	\$24,526	-	\$24,526
2	Final Design & Bidding Services	46	\$ 7,970	\$ 98	\$ 8,068*
3	Construction Services	136	\$21,171	\$3,043	\$24,214
Total				\$56,808	

*Excludes any required permit fees for project approval which will be paid for by the Village.

SUMMARY

Thank you for considering our proposal. Our team is excited and ready to get to work. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at 515.971.5573 or kkinsey@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Katie Kinsey, PE
Project Manager
(Lic. IA, KS, MN, MO, NE, SD, WI)



Chris Blum, PE
Client Service Manager
(Lic. WI)

Attachments: Exhibit C – Location Map
Exhibit D – Task Hour Spreadsheet

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General Conditions of the Agreement for Professional Services

SECTION I - SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. ~~The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.~~

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Additional Services shall only be completed upon written agreement by both parties as to the scope, cost, and schedule. No Additional Services shall be completed without prior written consent of the Client. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. ~~If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.~~
2. ~~This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.~~
3. ~~1. This Agreement may be terminated by either party upon thirty days' written notice with or without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.~~
4. ~~2. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.~~

SECTION II - CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client, ~~and shall not be liable for damages arising from reasonable reliance on such materials.~~ Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. ~~Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.~~
7. ~~6.~~ Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III - PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 30-45 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV - GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. ~~Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.~~
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. ~~Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.~~

C. Limitations on Liability

- ~~The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).~~
- ~~Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit; financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.~~
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- ~~Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act, occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.~~

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to non-binding mediation as a precondition to litigation unless the parties mutually agree otherwise. Non-binding Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V - INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client, ~~subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.~~

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. ~~Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.~~

Exhibit A-1
to Agreement for Professional Service
Between Village of Fox Point (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 12, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. ~~Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.~~

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Agreement for Professional Services
Between Village of Fox Point (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 12, 2022

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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I-43 Water Main Relocation Project

Village of Fox Point, WI

SEH Project # P - 167938

Exhibit D

Prepared By: Katie Kinsey

Prepared Date: 6/23/20022



Billing Title		CSM	PM	Grad Eng	Senior PE	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
Task #1 - Preliminary Design										
1.1	Data Collection									
	Obtain any available record drawings or information from Village of Fox Point	2	2	2						6
	Collect Data from HNTB (CADD, Survey, etc.)		2	2						4
	Collect & Verify Data		2	2						4
	Subtotal Hours	2	6	6						14
	Subtotal Fees	\$412.68	\$1,224.42	\$643.20						\$2,280.30
1.2	Preliminary Design									
	Base Map									
	Reduce data into base map (Create CADD BA file)			4						4
	Incorporate available data info into base map (Utility Maps, Data Collection information, etc.)			4						4
	Evaluation of Design									
	20" Transmission Main Materials		8							8
	20" Transmission Main Horizontal Alignment		8							8
	New Storm Sewer / Existing 16" Water Main Conflict		8							8
	Prepare Memo		16					2		18
	Water Main Design									
	Preliminary layout of water main		2	4						6
	Create pipe profile/pressure pipe network			4						4
	Prepare preliminary plans		8	20						28
	Prepare preliminary technical specifications		16							16
	Traffic									
	Review street closure/detour impacts			4						4
	Traffic Control Plan		2	4						6
	Cost Estimating									
	Preliminary Cost Estimate		2	4						6

Exhibit D



I-43 Water Main Relocation Project
Village of Fox Point, WI
SEH Project # P - 167938

Prepared By: Katie Kinsey
Prepared Date: 6/23/20022



Billing Title		CSM	PM	Grad Eng	Senior PE	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
	QA/QC									
	Preliminary QA/QC				2					2
	Design Meetings									
	Preliminary design review meeting	2	4	4	2					12
	Subtotal Hours	2	74	52	4			2		134
	Subtotal Fees	\$412.68	\$15,101.18	\$5,574.40	\$951.08			\$206.46		\$22,245.80
	Task Hours Summary	4	80	58	4			2		148
	Task Fee Summary	\$825.36	\$16,325.60	\$6,217.60	\$951.08			\$206.46		\$24,526.10
Task #2 - Final Design & Bidding Services										
2.1	Final Design									
	Water Main Design									
	Finalize Design			8						8
	Finalize Project Manual		4					2		6
	Cost Estimating									
	Preliminary Cost Estimate		2	2						4
	QA/QC									
	Preliminary QA/QC				2					2
	Design Meetings									
	Final design review meeting	2	2	2	2					8
	Subtotal Hours	2	8	12	4			2		28
	Subtotal Fees	\$412.68	\$1,632.56	\$1,286.40	\$951.08			\$206.46		\$4,489.18
2.2	Permits									
	Wisconsin DNR		2							2
	Subtotal Hours		2							2
	Subtotal Fees		\$408.14							\$408.14

Exhibit D



I-43 Water Main Relocation Project

Village of Fox Point, WI

SEH Project # P - 167938

Prepared By: Katie Kinsey

Prepared Date: 6/23/20022



	Billing Title	CSM	PM	Grad Eng	Senior PE	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
2.3	Bidding Services									
	Prepare ad for bid & electronic bid docs		2					2		4
	Respond to bid questions & prepare addenda		4							4
	Attend bid opening	2							\$ 49.00	2
	Prepare tabulation of bid and award recommendation letter		2							2
	Attend Board meeting	2							\$ 49.00	2
	Prepare notice to proceed letter		2							2
	Subtotal Hours	4	10					2		16
	Subtotal Fees	\$825.36	\$2,040.70					\$206.46	\$98.00	\$3,170.52
	Task Hours Summary	6	20	12	4			4		46
	Task Fee Summary	\$1,238.04	\$4,081.40	\$1,286.40	\$951.08			\$412.92	\$98.00	\$8,067.84
	Task #3- Construction Services									
3.1	Preconstruction Activities									
	Preconstruction meeting agenda, attendance, minutes		4							4
	Review shop drawings		8							8
	Create application for payment forms		2							2
	Reproductions of construction documents		2							2
	Subtotal Hours		16							16
	Subtotal Fees		\$3,265.12							\$3,265.12
3.2	Construction Administration									
	Project management		8							8
	Engineering Support		8							8
	Construction meetings (Assumed 4 virtual meetings)		4			4				8
	Pay applications		4							4
	Subtotal Hours		24			4				28
	Subtotal Fees		\$4,897.68			\$406.24				\$5,303.92

Exhibit D



I-43 Water Main Relocation Project
Village of Fox Point, WI
SEH Project # P - 167938

Prepared By: Katie Kinsey
Prepared Date: 6/23/20022



Billing Title		CSM	PM	Grad Eng	Senior PE	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
3.3	Construction Staking									
	Create stakeout file / point files					4	2			6
	Stake Right of Way and Easements						4			4
	Construction Limits & Silt Fence						2			2
	Water Main						4			4
	Mileage and Survey Equipment Expenses								\$ 980.00	
	Subtotal Hours					4	12			16
	Subtotal Fees					\$406.24	\$1,196.76		\$980.00	\$2,583.00
3.4	Construction Observation									
	Part time on-site observation (8 hours/ week @ 4 weeks)					32				32
	RPR Per Diem & Mileage								\$ 980.00	
	Project Manager on-site observation (4 hours x 2)		30							30
	Project Manager Per Diem & Mileage								\$ 1,083.00	
	Subtotal Hours		30			32				62
	Subtotal Fees		\$6,122.10			\$3,249.92			\$2,063.00	\$11,435.02
3.5	Project Closeout									
	Site closeout walkthrough & develop punch list					2				2
	Punchlist coordination					2				2
	As built survey & structures					2				2
	Complete as built drawings					4				4
	Final application for payment & contractor closeout letter		2							2
	1 year warranty walkthrough and follow up					2				2
	Subtotal Hours		2			12				14
	Subtotal Fees		\$408.14			\$1,218.72				\$1,626.86
	Task Hours Summary		72			52	12			136
	Task Fee Summary		\$14,693.04			\$5,281.12	\$1,196.76		\$3,043.00	\$24,213.92

Exhibit D



I-43 Water Main Relocation Project
Village of Fox Point, WI
SEH Project # P - 167938

Prepared By: Katie Kinsey
Prepared Date: 6/23/20022



Billing Title		CSM	PM	Grad Eng	Senior PE	RPR	Survey Crew Chief	Admin Tech	Subconsultant & Expenses	Total
Task #1 - Preliminary Design										
	Task Hours Summary	4	80	58	4			2		148
	Task Fee Summary	\$825.36	\$16,325.60	\$6,217.60	\$951.08			\$206.46		\$24,526.10
Task #2 - Final Design & Bidding Services										
	Task Hours Summary	6	20	12	4			4		46
	Task Fee Summary	\$1,238.04	\$4,081.40	\$1,286.40	\$951.08			\$412.92	\$98.00	\$8,067.84
Task #3 - Construction Services										
	Task Hours Summary		72			52	12			136
	Task Fee Summary		\$14,693.04			\$5,281.12	\$1,196.76		\$3,043.00	\$24,213.92
Project Summary										
	Project Hours Summary	10	172	70	8	52	12	6		330
	Project Fee Summary	\$2,063.40	\$35,100.04	\$7,504.00	\$1,902.16	\$5,281.12	\$1,196.76	\$619.38	\$3,141.00	\$56,807.86

Scott Botcher

From: Liedtke, Margaret A - DOT <Margaret.Liedtke@dot.wi.gov>
Sent: Wednesday, June 29, 2022 8:13 AM
To: Scott Brandmeier; Scott Botcher; Eric Larson
Cc: Baumann, Michael - DOT; Jim Voigt - City Water; Hoff, Steve - DOT; Roeker, Rebecca J - DOT; Bielefeld, Phil; Birschbach, Michael P - DOT; Tran, Bao V - DOT; Devos, Andy - DOT
Subject: 1229-04-71 IH 43 - N Port Washington Road - Bender Road to Daphne Road: Village of Fox Point - Water
Attachments: 521_DT1660_IH 43_Vlg of Fox Point-Water_1229-04-22 (71).pdf; 521_DT2216I_H 43_Fox Point-Water_1229-04-22 (71).pdf; 521_DT1541_Vlg of Fox Point DPW_WATR _1229-04-22 (71)_1229-01-42.pdf; 521_Village of Fox Point_1229-04-22.pdf; 621 DT1575 _Vlg of Fox Point DPW_WATR _1229-01-43.pdf; 621_Village of Fox Point_1229-04-22.pdf

Scott,

On May 13, 2022 the Wisconsin Department of Transportation (WisDOT) - Utilities sent the Village of Fox Point (Village) release of rights documents for multiple project ID's (1129-04-71 and 1229-04-73). After those documents were sent, possible additional work for water main relocation was identified. As a result, the previously provided documents should be disregarded and replaced with the documents attached.

The Village has easements on parcels 19 and 20 in which WisDOT has purchased right of way for the reconstruction and expansion of IH 43 project (the "Project"), a part of which includes the work on North Port Washington Road.

When a utility has land rights within the area being acquired by WisDOT in fee for highway purposes, WisDOT must use a DT1660 Conveyance of Rights in Land document, a copy of which is attached for the Village. The DT1660 document performs two functions:

1. It subordinates the rights of the easement to WisDOT; and
2. It entitles the utility owner to future reimbursement costs associated with the relocation or adjustment of their facilities that exist at the time of the conveyance should they need relocation or adjustment to accommodate future highway improvements.

WisDOT has also purchased Temporary Limited Easements (TLE) on parcels 19 and 20 that the Village has existing easements on. In the area of the TLE, a DT2216 *Temporary Construction Easement*, a copy of which is attached for the Village, is used to let the easement owner know that WisDOT is working on the land that the utility has a land right.

The WisDOT project will lower the grade over the existing 20-Inch water main. The reduction of the existing cover could have an adverse impact to the existing facility. For any utility impacted by a project in an existing easement, WisDOT pays 100% of the relocation costs for design and construction. In such a situation, WisDOT must use DT1541 *Audit Agreement For Payment For Lands or Interests in Lands Acquired from Public Utility*, a copy of which is attached for the Village. The Agreement packet will have various exhibits, such as the plat identifying the easement (also attached),

estimates for design, construction and inspection. This Agreement requires signatures from the Village and WisDOT Bureau of Technical Services to be fully executed and complete.

Typically, for utility facilities, including municipal utilities, impacted by a project in existing highway right of way, WisDOT pays 0% of the relocation costs. However, since IH 43 is a "Designated Freeway" as defined in the Wisconsin Statutes, SEC. 84.295(3)) and since the Designated Freeway classification extends to North Port Washington Road as part of the IH 43 expansion project, the Village is eligible for 90% reimbursement.

The Freeway Designation and resulting 90% compensation requires use of the *DT1575 Agreement for Payment For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction*, a copy of which is attached for the Village. This Agreement packet will also have various exhibits showing the area of impact in the right-of-way, estimates for design, construction and inspection. This Agreement requires signatures from the Village, WisDOT Bureau of Technical Services and the Governor to be fully executed and complete.

Note that both Agreements would require the Village of Fox Point to invoice WisDOT with the appropriate back-up information to receive reimbursement.

Please let me know if you have additional questions.

Margaret Liedtke, P.E.
WisDOT SE Region
Utility Engineer - Senior
141 NW Barstow Street
Waukesha, WI 53188

262-548-5910

CONVEYANCE OF RIGHTS IN LAND
(Non-Fee Land Interests)

Wisconsin Department of Transportation
Exempt from-filing transfer form s.77.21(1) Wis. Stats.
DT1660 01/2022 s.84.09(1) Wis. Stats.

Fox Point Water Utility, GRANTOR, for and in consideration of the sum of One (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: None

Legal Description

See Attached

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor.

Acknowledgement

Fox Point Water Utility
(Grantor Name)
(Signature)
(Title)
(Print Name)
(Signature)
(Title)
(Print Name)

	(Date)
State of	)
	) ss.
County	)
On the above date, this instrument was acknowledged before me by the named person(s).	
The signer was: ☐ Physically in my presence. OR	
☐ In my presence involving the use of communication technology.	
	(Signature, Notary Public)
	(Print or Type Name, Notary Public)
	(Date Commission Expires)

This space is reserved for recording data
Return to
Margaret Liedtke, PE
141 NW Barstow Street
PO Box 798
Waukesha, WI 53187-0798
Parcel Identification Number/Tax Key Number
See Attached

Conveyance of Rights in Land Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 43 by the Grantee in:

All that part of the NW 1/4, NE 1/4, Section 29, T8N, R22E, City of Glendale, Milwaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-22, IH-43 North-South Freeway, W. Bender Rd. – W. County Line Rd, IH -43, Milwaukee County, Wisconsin, dated 4/1/2022, as filed with the County Clerk of Milwaukee County, State of Wisconsin;

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 2651849 (Affecting Parcel 19 and Existing Rights in RW) and Doc. 4053519 (Affecting Parcel 20 and Existing Rights in RW).

Parcel	Tax Key Number
19	163-8005-001
20	163-8980-001

TEMPORARY CONSTRUCTION EASEMENT

Wisconsin Department of Transportation
DT2216 7/2017 s.84.09(1) Wis. Stats.

Fox Point Water Utility, Grantor, which has an interest in the lands described below, grants to the Wisconsin Department of Transportation, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:

See Attached

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 1229-04-71 for which this instrument is given.

The Grantor has an easement or prescriptive right and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as See Attached in the Milwaukee County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

Fox Point Water Utility

(Grantor Name)

(Signature)

(Date)

(Title)

(Print Name)

(Signature)

(Date)

(Title)

(Print Name)

Temporary Construction Easement Legal Description

All that part of the lands subject to the Grantor's easements or interests included in lands acquired for the improvement of IH 43 by the Grantee in:

All that part of the NW 1/4, NE 1/4, Section 29, T8N, R22E, City of Glendale, Milwaukee County, Wisconsin, in lands acquired by the Grantee for Project 1229-04-22, IH-43 North-South Freeway, W. Bender Rd. – W. County Line Rd, IH -43, Milwaukee County, Wisconsin, dated 4/1/2022, as filed with the County Clerk of Milwaukee County, State of Wisconsin;

Said easement or interests being further described as follows: Easements recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 2651849 (Affecting Parcel 19) and Doc. 4053519 (Affecting Parcel 20).

AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation
DT1541 2/2018 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **Village of Fox Point**, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the Wisconsin Department of Transportation from the COMPANY in connection with a Wisconsin transportation improvement designated:

Project Description Title: CITY GLENDALE, N PORT WASHINGTON RD Limits: BENDER RD TO W DAPHNE RD Highway: LOC STR County: MILWAUKEE	Project ID(s) Design: 1229-04-02 Construction: 1229-04-71 Right of Way: 1229-04-22 UTL No.: 521 Utility: 1229-01-42
Facility Type: Water	

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate Regional Transportation Office of the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.

8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS, the parties have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

WISCONSIN DEPARTMENT OF TRANSPORTATION

COMPANY

Village of Fox Point

(Company Name)

(Division Administrator)

(Date)

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

AGREEMENT FOR PAYMENT For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction

Wisconsin Department of Transportation
DT1575 2/2018 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **Village of Fox Point**, hereinafter designated as the "MUNICIPAL UTILITY," for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified below.

Project Description Title: CITY GLENDALE, N PORT WASHINGTON RD Limits: BENDER RD TO W DAPHNE RD Highway: LOC STR County: MILWAUKEE	Project ID(s) Design: 1229-04-02 Construction: 1229-04-71 Right of Way: 1229-04-22 UA No.: 621 Utility: 1229-01-43
Facility Type: Water	

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

The work covered by this Agreement is set forth and made a part of the attached Exhibit. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination, if necessary, with the companion highway work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

The MUNICIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility Certificate of Compliance for Steel and Iron Items*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

MUNICIPAL UTILITY

Village of Fox Point

(Municipal Utility Name)

(Contract Manager)

(Date)

(Authorized Signature)

(Date)

(Print Name)

(Title)

OFFICE OF THE GOVERNOR

(Print Name)

(Governor of Wisconsin)

(Date)

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Print Name)

(Authorized Signature)

(Date)

(Title)

(Print Name)

POSITIONS SHOWN ON THIS PLAT ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD-83 (2007) ADJUSTMENT (IN US SURVEY FEET). COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4"x24" REBAR) AND WILL BE PLACED PRIOR TO COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

IH-43 REFERENCE LINE IS CENTER OF MEDIAN

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN WAUKESHA.

Curve Table			
Curve #	Length	Radius	Delta
C34	67.55'	3894.72'	0°59'38"
C41	65.61'	3689.22'	1°01'08"

Curve Table			
Curve #	Length	Radius	Delta
C4	31.86'	3894.72'	0°28'07"
C5	114.36'	3658.53'	1°47'28"
C6	9.57'	3894.72'	0°08'27"
C12	195.44'	3689.22'	3°02'07"
C15	32.95'	4044.72'	0°28'00"
C17	84.03'	3744.72'	1°17'08"
C20	2.96'	4044.72'	0°02'31"
C21	39.72'	25.80'	88°11'13"
C23	98.75'	808.50'	6°59'52"
C26	50.31'	4044.72'	0°42'45"
C31	68.54'	3744.72'	1°02'55"
C33	84.78'	3894.72'	1°14'50"

STATION AND OFFSET TABLE		
POINT	STATION	OFFSET
ERW2537	1078+70.86	158.04
PRW2006	1078+70.91	190.74
TLE2111	1078+70.95	217.24
TLE2113	1078+75.91	190.73
TLE2112	1078+75.95	217.23
TLE2100	1078+80.05	-189.25
PRW2000	1078+80.08	-179.22
ERW2500	1078+80.10	-170.00
TLE2114	1078+88.42	175.25
PRW2007	1078+96.38	164.89
PRW2039	1079+40.98	-174.87
TLE2101	1079+42.04	-184.82
ERW2543	1079+60.12	155.33
PRW2001	1079+75.45	-170.00
PRW2008	1079+85.02	155.54
TLE2115	1079+86.62	165.41
PRW2009	1080+35.61	147.33
TLE2116	1080+36.93	157.25
TLE2102	1080+46.94	-170.00
ERW2502	1080+99.50	-170.00
TLE2117	1081+81.39	141.95
TLE2103	1082+34.95	-136.14
TLE2119	1082+37.69	125.94
TLE2118	1082+37.72	141.46
ERW2681	1082+41.90	125.49
PRW2679	1082+63.50	-129.00
ERW2501	1082+99.50	-120.00

STATION AND OFFSET TABLE		
POINT	STATION	OFFSET
TLE2105	1083+04.14	-145.00
TLE2104	1083+04.14	-135.05
PRW2010	1083+17.68	117.47
PRW2011	1083+18.60	126.13
TLE2120	1083+21.44	152.93
TLE2106	1083+30.42	-145.00
TLE2107	1083+36.70	-129.00
ERW2538	1083+97.66	109.00
TLE2121	1084+94.32	143.56
TLE2108	1086+78.41	-129.00
TLE2122	1087+02.93	159.52
TLE2123	1087+08.68	172.72
HE2232	1087+24.98	-200.00
TLE2109	1087+39.12	-159.02
PRW2225	1087+39.66	154.61
PRW2012	1087+41.16	129.66
PRW2678	1087+49.80	-129.00
TLE2124	1088+50.18	275.28
ERW2539	1088+53.23	137.76
PRW2226	1088+63.66	163.80
ERW2227	1088+73.73	139.65
HE2230	1088+78.25	200.00
TLE2125	1088+89.14	226.90
HE2233	1088+90.23	-200.00
TLE2144	1089+13.65	199.41
ERW2229	1089+17.18	-120.00
ERW2503	1089+71.92	-119.09
PRW2002	1089+72.63	-135.27

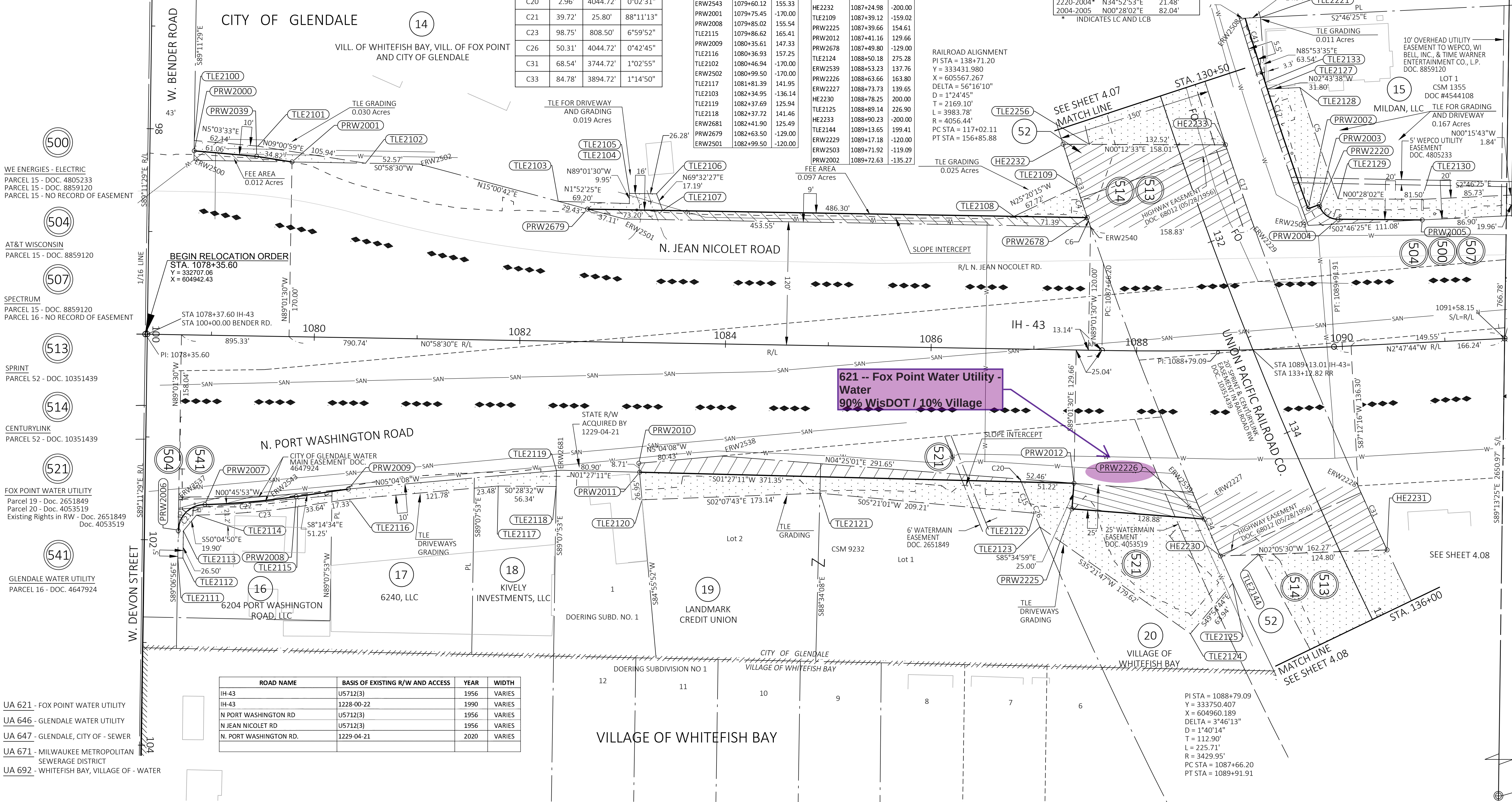
STATION AND OFFSET TABLE		
POINT	STATION	OFFSET
2003	1089+83.86	-138.80
2220	1089+84.50	-136.90
2004	1090+01.79	-123.78
2129	1090+02.90	-143.75
2228	1090+08.60	136.30
2231	1090+33.89	200.00
2005	1090+83.70	-119.11
2130	1090+84.27	-139.11

STATION AND OFFSET TABLE RAIL ROAD ALIGNMENT		
POINT	STATION	OFFSET
TLE2221	1089+30.36	-323.14
TLE2133	1089+33.17	-259.66
TLE2127	1089+35.17	-253.21
TLE2128	1089+69.50	-253.54

COURSE TABLE		
POINT NO.	BEARING	DISTANCE
2002-2003	N20°42'17"W	11.34'
2003-2220	N69°17'43"E	2.00'
2220-2004*	N34°52'53"E	21.48'
2004-2005	N00°28'02"E	82.04'

* INDICATES LC AND LCB

RAILROAD ALIGNMENT
PI STA = 138+71.20
Y = 333431.980
X = 605567.267
DELTA = 56°16'10"
D = 1°24'45"
T = 2169.10'
L = 3983.78'
R = 4056.44'
PC STA = 117+02.11
PT STA = 156+85.88



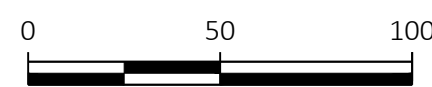
UA 621 - FOX POINT WATER UTILITY
UA 646 - GLENDALE WATER UTILITY
UA 647 - GLENDALE, CITY OF - SEWER
UA 671 - MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
UA 692 - WHITEFISH BAY, VILLAGE OF - WATER

ROAD NAME	BASIS OF EXISTING R/W AND ACCESS	YEAR	WIDTH
IH-43	U5712(3)	1956	VARIES
IH-43	1228-00-22	1990	VARIES
N PORT WASHINGTON RD	U5712(3)	1956	VARIES
N JEAN NICOLET RD	U5712(3)	1956	VARIES
N. PORT WASHINGTON RD.	1229-04-21	2020	VARIES

DATE: AUGUST 17, 2020

GRID FACTOR

SCALE, FEET



HWY: IH - 43

COUNTY: MILWAUKEE

STATE R/W PROJECT NUMBER

1229-04-22

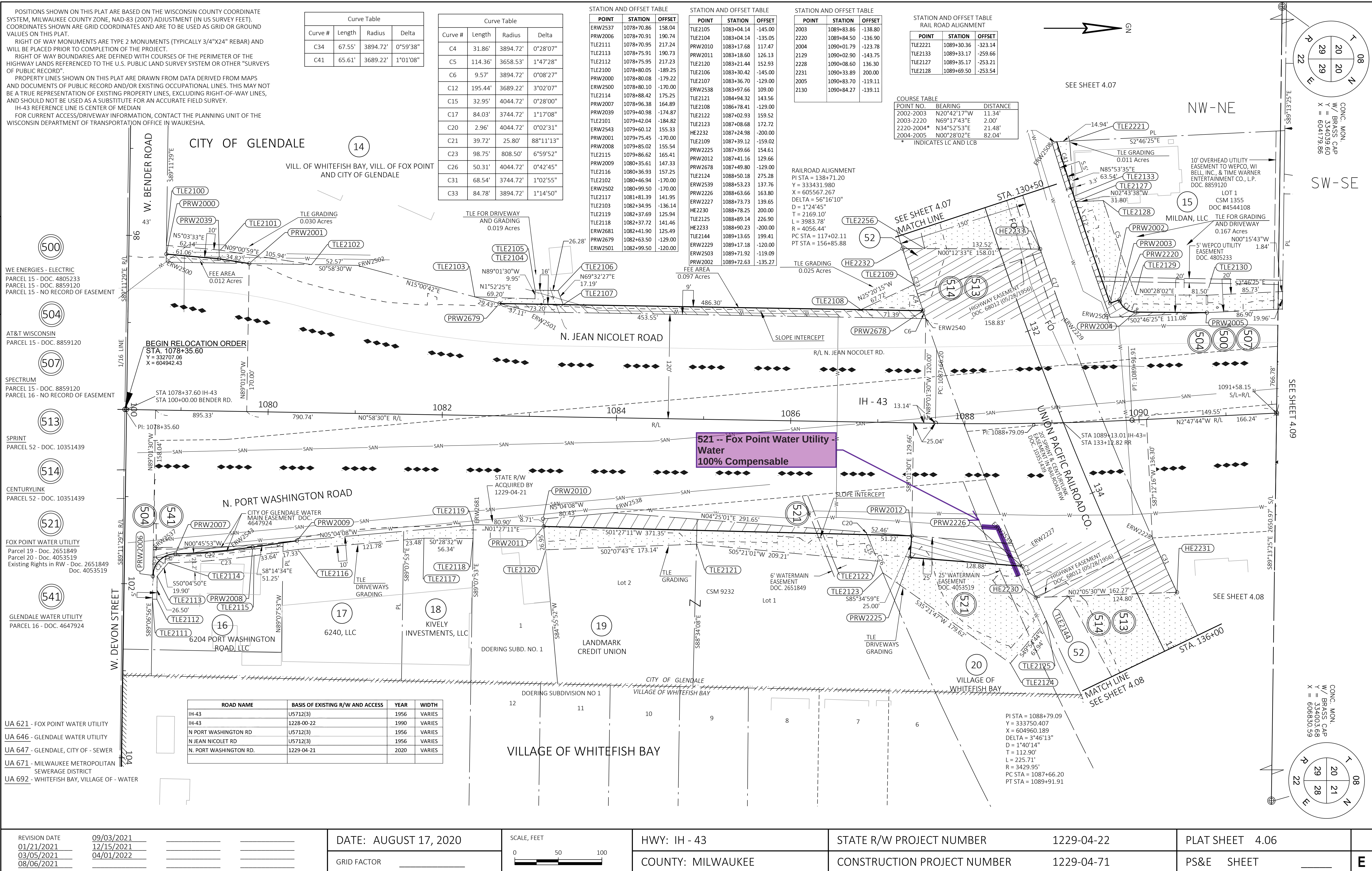
CONSTRUCTION PROJECT NUMBER

1229-04-71

PLAT SHEET 4.06

PS&E SHEET

E



STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 724 RELATING TO
FLOODPLAIN ZONING OF THE MUNICIPAL CODE OF THE VILLAGE OF FOX
POINT. MILWAUKEE COUNTY, WISCONSIN**

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point Floodplain Ordinance be amended to be consistent with the Wisconsin Department of Natural Resources model floodplain ordinance, and the Village Attorney has drafted the enclosed ordinance to do so; and

WHEREAS, upon publication of a Class 2 Notice per Chapter 985 Wisconsin Statutes once each week for two consecutive weeks prior to the hearing, and upon at least 10 days prior written notice to the clerk of any municipality whose boundaries are within 1,000 feet of any lands included in the proposed Zoning Code territory as required by Wisconsin Statutes Section 62.23(7)(d), the Village Board held a public hearing regarding the tentative recommendations, on _____; and

WHEREAS, the Plan Commission has recommended the ordinance be adopted; and

WHEREAS, this ordinance will not take effect until it is approved by the State of Wisconsin Department of Natural Resources as described in Section NR 116.21(6)(e) of the Wisconsin Administrative Code; and

WHEREAS, upon careful consideration of all information received in the public hearing, the Plan Commission recommendation and being duly advised, the Village Board finds that the Village of Fox Point Floodplain should be repealed and re-created as shown herein.

NOW THEREFORE, the Village Board for the Village of Fox Point, Milwaukee County, Wisconsin does hereby ordain as follows:

SECTION 1: Chapter 724 of the Municipal Code of the Village of Fox Point entitled “Floodplain Zoning” is hereby repealed and re-created as follows.

ARTICLE I
STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT
OF PURPOSE, TITLE AND GENERAL PROVISIONS

724-1 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23; and the requirements in s. 87.30, Stats.

724-2 FINDING OF FACT

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

724-3 STATEMENT OF PURPOSE

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

724-4 TITLE

This ordinance shall be known as the Floodplain Zoning Ordinance for Village of Fox Point, Milwaukee County, Wisconsin

724-5 GENERAL PROVISIONS

(1) AREAS TO BE REGULATED

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, VE, V1-30, or V on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

724-6 OFFICIAL MAPS & REVISIONS

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, VE, V1-30, or V on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the (municipal officer), (municipal name).

(1) OFFICIAL MAPS: Based on the Flood Insurance Study (FIS):

- (a) Milwaukee County Flood Insurance Rate Map (FIRM), Panel Numbers 55079C0041F, 55079C0042F, 55079C0043F, and 55079C0044F, dated June 30,

2022, with corresponding profiles that are based on the Flood Insurance Study (FIS) dated _____, volume number _____.

724-7 ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- (1) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s-724-31.
- (2) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 724-31, within A Zones shown on the FIRM.
- (3) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
- (4) The Coastal Floodplain District (CFP) is an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms, including areas identified as zone V, V1-30, or VE on the FIRM. Where a riverine AE floodway extends into the CFP district, development within the floodway must comply with the regulations for both the FW and CFP districts. Where a riverine A zone or AE zone with no floodway determination abuts the CFP district, the riverine study's floodway limit must be determined based on standard floodway expansion principles within the CFP district and development within the floodway must comply with the standards for both the FW and CFP districts.
- (5) The Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge.

724-8 LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to Article VIII Amendments. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual predevelopment field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s- 724-38(3) and the criteria in (1) and (2) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to Article VIII Amendments.

- (1) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (2) Where flood profiles do not exist for projects, including any boundary of zone A, AO, V1-30, VE, or V, the location of the boundary shall be determined by the map scale.

724-9 REMOVAL OF LANDS FROM FLOODPLAIN

- (1) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to Article VIII Amendments.
- (2) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
 - (a) The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 - (b) The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- (3) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70. -6

724-10 COMPLIANCE

- (1) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- (2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Article IX.
- (3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Article IX.

724-11 MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards.

724-12 ABROGATION AND GREATER RESTRICTIONS

- (1) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under or s. 61.35 and 62.23 which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (2) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

724-13 INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

724-14 WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

724-15 ANNEXED AREAS FOR CITIES AND VILLAGES

The Milwaukee County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, National Flood Insurance Program (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on

file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location

ARTICLE II

GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

724-16 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- (1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (b) be constructed with flood-resistant materials;
 - (c) be constructed by methods and practices that minimize flood damages; and
 - (d) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
 - (a) such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
 - (b) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 724-36(2).

724-17 HYDRAULIC AND HYDROLOGIC ANALYSES

(1) No floodplain development shall:

(a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or

(b) Cause any increase in the regional flood height due to floodplain storage area lost.

(2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of Article VIII Amendments are met.

724-18 WATERCOURSE ALTERATIONS

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s.724-17 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to Article VIII Amendments, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

724-19 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to Article VIII Amendments.

724-20 PUBLIC OR PRIVATE CAMPGROUNDS

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

(1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;

(2) A land use permit for the campground is issued by the zoning administrator;

(3) The character of the river system and the campground elevation are such that a 72- hour warning of an impending flood can be given to all campground occupants;

(4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This

procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

- (5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- (6) All mobile recreational vehicles placed on the site must meet one of the following:
 - (a) Only camping units that are fully licensed, if required, and ready for highway use are allowed; or
 - (b) The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

- (7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 724-20(6) and shall ensure compliance with all the provisions of this section;
- (8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- (9) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either Article III, Article IV, Section 724-28 or 5.3 for the floodplain district in which the structure is located;
- (10) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- (11) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

ARTICLE III **FLOODWAY DISTRICT (FW)**

724-21 APPLICABILITY This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 724-31.

724-22 PERMITTED USES

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
 - they meet the standards in s. 724-23 and 724-24; and
 - all permits or certificates have been issued according to s. 724-36.
- (1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
 - (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
 - (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).
 - (4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 724-23 and 724-24.
 - (5) Extraction of sand, gravel or other materials that comply with s. 724-23(4).
 - (6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
 - (7) Public utilities, streets and bridges that comply with s. 724-23(3).
 - (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.
 - (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
 - (10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
 - (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

724-23 STANDARDS FOR DEVELOPMENTS IN THE FLOODWAY

(1) GENERAL

- (a) Any development in the floodway shall comply with Article II and have a low flood damage potential.
- (b) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 724-17 and 724-36(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- (c) Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 724-23(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 724-9.

(2) STRUCTURES

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- (a) Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- (b) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
 - i. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
 - ii. Have structural components capable of meeting all provisions of Section 724-23(2)(g) and;
 - iii. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 724-23(2)(g).
- (c) Must be anchored to resist flotation, collapse, and lateral movement;
- (d) Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
- (e) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

- (f) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 724-23(2)(a) through 724-23(2)(e) and meets or exceeds the following standards:
 - i. The lowest floor must be elevated to or above the regional flood elevation;
 - ii. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - iii. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 - iv. The use must be limited to parking, building access or limited storage.
- (g) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
 - i. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
 - ii. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 724-24(4) and 724-24(5);
 - iii. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
 - iv. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
 - v. Placement of utilities to or above the flood protection elevation.

(3) PUBLIC UTILITIES, STREETS AND BRIDGES

Public utilities, streets and bridges may be allowed by permit, if:

- (1) Adequate floodproofing measures are provided to the flood protection elevation; and
- (2) Construction meets the development standards of s. 724-17.

(4) FILLS OR DEPOSITION OF MATERIALS

Fills or deposition of materials may be allowed by permit, if:

- (1) The requirements of s. 724-17 are met;

- (2) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- (4) The fill is not classified as a solid or hazardous material.

724-24 PROHIBITED USES

All uses not listed as permitted uses in s. 724-22 are prohibited, including the following uses:

- (1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- (5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- (6) Any solid or hazardous waste disposal sites;
- (7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- (8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

ARTICLE IV **FLOODFRINGE DISTRICT (FF)**

724-25 APPLICABILITY

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 724-31.

724-26 PERMITTED USES

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 724-27 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in s. 724.36 have been issued.

724-27 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE

Article 2.0 shall apply in addition to the following requirements according to the use requested.

Any existing structure in the floodfringe must meet the requirements of Article VI

Nonconforming Uses;

- (1) **RESIDENTIAL USES** Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of Article VI Nonconforming Uses;
 - (a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 724-5(5).
 - (b) Notwithstanding s. 724-27(1)(a) a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
 - (c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
 - (d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 - i. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - ii. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

- (2) **ACCESSORY STRUCTURES OR USES**

In addition to Article II, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) COMMERCIAL USES

In addition to Article II, any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of s. 724-27(1). Subject to the requirements of s. 724-27(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) MANUFACTURING AND INDUSTRIAL USES

In addition to Article II, any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 724-40. Subject to the requirements of s. 724-27(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 724-40. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

(a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 724-40.

(b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 724-40(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 724-40(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

- (a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- (b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - i. have the lowest floor elevated to the flood protection elevation; and
 - ii. be anchored so they do not float, collapse or move laterally during a flood.
- (c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 724-27(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

- (a) fully licensed and ready for highway use; or
- (b) shall meet the elevation and anchoring requirements in s. 724-27(11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

ARTICLE V
OTHER FLOODPLAIN DISTRICTS

724-28 GENERAL FLOODPLAIN DISTRICT (GFP)

(1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 724-6.

(2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 724-6, the boundaries of the regulatory floodway shall be determined pursuant to s. 724-31. If the development is

proposed to encroach upon the regulatory floodway, the development is subject to the standards of Article III. If the development is located entirely within the floodfringe, the development is subject to the standards of Article IV.

724-29 PERMITTED USES

Pursuant to s. 724-31 it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 724-22) and Floodfringe (s. 724-26) Districts are allowed within the General Floodplain District, according to the standards of s. 724-30 provided that all permits or certificates required under s. 724-36 have been issued.

724-30 STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Article III applies to floodway areas, determined to pursuant to 724-31; Article IV applies to floodfringe areas, determined to pursuant to 724-31.

- (1) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:
 - (a) To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
 - (b) If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.
- (2) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
- (3) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
- (4) All development in zones AO and zone AH shall meet the requirements of Article IV applicable to flood fringe areas.

724-31 DETERMINING FLOODWAY AND FLOODFRINGE LIMITS

Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

- (1) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.

- (2) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
 - (a) A Hydrologic and Hydraulic Study as specified in s. 724-36(2)(c).
 - (b) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
 - (c) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

724-31.3 FLOOD STORAGE DISTRICT. The flood storage district delineates that portion of the floodplain where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity which would cause higher flood elevations.

(1) APPLICABILITY

The provisions of this section apply to all areas within the Flood Storage District (FSD), as shown on the official floodplain zoning maps.

(2) PERMITTED USES

Any use or development which occurs in a flood storage district must meet the applicable requirements in s. 724-27.

(3) STANDARDS FOR DEVELOPMENT IN FLOOD STORAGE DISTRICTS

- (a) Development in a flood storage district shall not cause an increase equal or greater than 0.00 of a foot in the height of the regional flood.
- (b) No development shall be allowed which removes flood storage volume unless an equal volume of storage as defined by the pre-development ground surface and the regional flood elevation shall be provided in the immediate area of the proposed development to compensate for the volume of storage which is lost, (compensatory storage). Excavation below the groundwater table is not considered to provide an equal volume of storage.
- (c) If compensatory storage cannot be provided, the area may not be developed unless the entire area zoned as flood storage district – on this waterway – is rezoned to the floodfringe district. This must include a revision to the floodplain study and map done for the waterway to revert to the higher regional flood discharge calculated without floodplain storage, as per Article VIII Amendments of this ordinance.

- (d) No area may be removed from the flood storage district unless it can be shown that the area has been filled to the flood protection elevation and is contiguous to other lands lying outside of the floodplain.

724-31.6 COASTAL FLOODPLAIN DISTRICT (CFD)

(1) APPLICABILITY

The provisions of this section apply to all Coastal Floodplain Districts (CFD) shown on the floodplain zoning maps, including zones V, V1-30, and VE. Where a floodway shown on the floodplain zoning maps, or a floodway determined as explained in s. 724-7(d) or a regulatory floodway identified pursuant to s. 724-31, extends into a Coastal Floodplain District, development shall comply with the standards of Article III and s. 5.3.

(2) STANDARDS FOR DEVELOPMENT IN THE COASTAL FLOODPLAIN DISTRICT

Development in the CFD district shall meet the requirements of Article II, as well as the following:

- (a) New construction shall be located landward of the Ordinary High Water Mark.
- (b) Bulkheads, seawalls, revetments, and other erosion control measures shall not be connected to the foundation or superstructure of a building and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any building.
- (c) Man-made alterations of sand dunes are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.
- (d) The use of fill for structural support of buildings is prohibited.
 - i. Non-structural fill shall be permitted only if an engineering report demonstrates that the fill will not cause runoff, ramping, or deflection of floodwaters that cause damage to buildings.
- (e) New construction and substantial improvement of buildings shall be elevated, consistent with SPS 321.34, on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the FPE.
 - i. The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or other equivalent standard.

- ii. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of s. 5.3(2)(e).
- (f) New construction and substantial improvement of buildings shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.
- i. For the purpose of s. 5.3(2)(f), a breakaway wall shall have a design safe loading resistance of not less than 10 and not more than 20 pounds per square foot.
 - ii. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:
 - 1. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
 - 2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 Minimum design loads and associated criteria for buildings and other structures, or equivalent standard.
 - iii. All space enclosed by breakaway walls, open wood lattice-work, or insect screening below the lowest floor shall be used solely for parking, building access, or storage.
- (g) Require within flood-prone areas:
- i. New and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and
 - ii. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges

from the systems into flood waters and onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

- (h) All mobile recreation vehicles must be on site for less than 180 consecutive days and be either:
 - i. fully licensed and ready for highway use; or
 - ii. shall meet the standards of ss. 5.3(2)(a) through 5.3(2)(g) inclusive.

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

- (i) Manufactured homes placed or substantially improved within the Coastal Floodplain District shall meet the standards of ss. 5.3(2)(a) through 5.3(2)(g) inclusive.

ARTICLE VI

NONCONFORMING USES

724-32 GENERAL

(1) APPLICABILITY

- (a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
 - (b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value and a list of the costs of those activities associated with changes to those buildings.
- (2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
- (a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or

accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- (b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- (c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures within the floodplain, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- (d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s.724-27(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
- (e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 724-27(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- (f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements

of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 724-27(1).

- (g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- (h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction:

- i. Residential Structures

- 1. Shall have the lowest floor, including basement, elevated to or above the flood protection elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 724-40(2).
- 2. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.
- 3. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 4. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
- 5. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 724-30.
- 6. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

- ii. Nonresidential Structures

- 1. Shall meet the requirements of s. 724-32(2)(h)i1-6.
- 2. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant

utility and sanitary facilities, shall meet the standards in s. 724-40(1) or (2).

3. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 724-30
- (3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 724-23(1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 724-40 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 724-32 (2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.
 - (4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:
 - (a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
 - (b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
 - (c) The nonconforming building is permanently changed to conform to the applicable requirements of Article II; and
 - (d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 724-23(1), 724-23(2)(b) through (e), 724-23(3), 724-23(4), and 724-33; or
 - (e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 724-27 and 724-34.
 - (f) New construction and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation.
 - (g) New construction and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

- i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 724-32(4)(g) above.
 - ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed.
- (h) Fully enclosed areas below the lowest floor of new construction and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
 - i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area;
 - ii. The bottom of all openings must be no higher than one foot above the adjacent grade;
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters.
- (i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- (k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either
 - i. Be on site for fewer than 180 consecutive days; or
 - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
 - iii. Meet the elevation and anchoring requirements for manufactured homes in s. 724-32(4)(i) above.
- (l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including new construction, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring new construction, substantial improvement, and other development to meet ss. 724-32(4)(f) through (i) (inclusive) above. If floodway data are available, the community must select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one foot at any point.
- (n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, no new construction, substantial improvement, or other development (including fill) may be permitted unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (o) Notwithstanding the requirements of ss. 724-32(4)(l) and (n) above, the community may permit certain development in zones A1-30 and AE where a floodway has not been delineated, which will increase the water surface elevation of the base flood by more than one foot, or in a regulatory floodway, which will result in an increase in base flood elevations, if the community first obtains a Conditional Letter of Map Revision (CLOMR) from FEMA and fulfills the requirements of Section 65.12 of Title 44, Code of Federal Regulations.
- (p) In zone AO, new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the

highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified).

- (q) In zone AO, new construction and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 724-32(4)(g) above.

724-33 FLOODWAY DISTRICT

- (1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

- (a) Has been granted a permit or variance which meets all ordinance requirements;
- (b) Meets the requirements of s. 724-32;
- (c) Shall not increase the obstruction to flood flows or regional flood height;
- (d) Any addition to the existing structure shall be floodproofed, pursuant to s. 724-40, by means other than the use of fill, to the flood protection elevation; and
- (e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - i. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - ii. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - iii. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - iv. The use must be limited to parking, building access or limited storage.

- (2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 724-40(3) and ch. SPS 383, Wis. Adm. Code.

- (3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 724-40(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

724-34 FLOODFRINGE DISTRICT

- (1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 724-27 except where s. 724-34(2) is applicable.
- (2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 724-38, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - (a) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - (b) Human lives are not endangered;
 - (c) Public facilities, such as water or sewer, shall not be installed;
 - (d) Flood depths shall not exceed two feet;
 - (e) Flood velocities shall not exceed two feet per second; and
 - (f) The structure shall not be used for storage of materials as described in s. 724-27(5).
- (3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 724-40(3) and ch. SPS 383, Wis. Adm. Code.
- (4) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, s. 724-40(3) and ch. NR 811 and NR 812, Wis. Adm. Code.

724-34.3 No modifications or additions shall be allowed to any nonconforming structure in a flood storage area unless the standards outlined in 5.2(3) are met.

724-34.6

- (1) New construction and substantial improvement shall meet the standards of s. 5.3.
- (2) No structural repairs, modifications or additions to an existing building, the cost of which exceeds, over the life of the existing building, 50% of its present equalized assessed

value, may be allowed in a coastal floodplain area unless the entire building is permanently changed to conform with the standards prescribed in s. 5.3.

ARTICLE VII **ADMINISTRATION**

724-35 ADMINISTRATION

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 62.23(7), Stats., these officials shall also administer this ordinance. Where not designated otherwise, the Village Plan Commission shall serve as the Zoning Administrator.

724-36 ZONING ADMINISTRATOR

(1) DUTIES AND POWERS

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- (a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
- (c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (d) Keep records of all official actions such as:
 - i. All permits issued, inspections made, and work approved;
 - ii. Documentation of certified lowest floor and regional flood elevations;
 - iii. Floodproofing certificates.
 - iv. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - v. All substantial damage assessment reports for floodplain structures.
 - vi. List of nonconforming structures and uses.
 - vii. In the Coastal Floodplain District, documentation of the certified elevation of the bottom of the lowest horizontal structural member of new construction and substantial improvements.

- viii. In the Coastal Floodplain District, certification by a licensed professional engineer or architect where required for new construction and substantial improvement under s. 5.3.

(e) Submit copies of the following items to the Department Regional office:

- i. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
- ii. Copies of case-by-case analyses and other required information.
- iii. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

(f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(g) Submit copies of amendments to the FEMA Regional office.

(2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

(a) GENERAL INFORMATION

- i. Name and address of the applicant, property owner and contractor;
- ii. Legal description, proposed use, and whether it is new construction or a modification;

(b) SITE DEVELOPMENT PLAN A site plan drawn to scale shall be submitted with the permit application form and shall contain:

- i. Location, dimensions, area and elevation of the lot;
- ii. Location of the ordinary highwater mark of any abutting navigable waterways;
- iii. Location of any structures with distances measured from the lot lines and street center lines;
- iv. Location of any existing or proposed on-site sewage systems or private water supply systems;
- v. Location and elevation of existing or future access roads;

- vi. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
- vii. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
- viii. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of Article III or Article IV are met; and
- ix. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 724-17. This may include any of the information noted in s. 724-23(1).

(c) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE

DEVELOPMENT All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

- i. Zone A floodplains and in AE zones within which a floodway is not delineated:
 - 1. Hydrology i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, Hydrologic Analysis: Determination of Regional Flood Discharge.
 - 2. Hydraulic modeling
The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, Hydraulic Analysis: Determination of Regional Flood Elevation and the following:
 - a. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 - b. channel sections must be surveyed
 - c. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - d. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.

- e. the most current version of HEC-RAS shall be used.
- f. a survey of bridge and culvert openings and the top of road is required at each structure.
- g. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
- h. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
- i. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

3. Mapping

A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

- a. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- b. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

ii. Zone AE Floodplains

- 1. Hydrology If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR

116.07(3), Wis. Admin. Code, Hydrologic Analysis:
Determination of Regional Flood Discharge.

2. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, Hydraulic Analysis:
Determination of Regional Flood Elevation and the following:

- a. Duplicate Effective Model The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
- b. Corrected Effective Model. The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.
- c. Existing (Pre-Project Conditions) Model. The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
- d. Revised (Post-Project Conditions) Model. The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
- e. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
- f. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

3. Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

- a. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
- b. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
- c. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
- d. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
- e. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- f. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- g. Both the current and proposed floodways shall be shown on the map.
- h. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

(3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- (a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
 - (b) Application for such certificate shall be concurrent with the application for a permit;
 - (c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
 - (d) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 724-40 are met.
 - (e) Where applicable pursuant to s. 724-30 the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
 - (f) Where applicable pursuant to s. 724-30, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 724-30.
- (4) OTHER PERMITS Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

724-37 ZONING AGENCY

- (1) The Village of Fox Point Plan Commission shall:
- (a) oversee the functions of the office of the zoning administrator; and
 - (b) review and advise the governing body on all proposed amendments to this ordinance, maps and text.
 - (c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place and subject of the public hearing.

(2) The Village of Fox Point Plan Commission shall not:

- (a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
- (b) amend the text or zoning maps in place of official action by the governing body.

724-38 BOARD OF APPEALS

The Board of Appeals, s. 62.23(7)(e), Stats., is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

(1) POWERS AND DUTIES

The Board of Appeals shall:

- (a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
- (b) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- (c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.

(2) APPEALS TO THE BOARD

- (a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

(b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES

i. Notice - The board shall:

- (1) Fix a reasonable time for the hearing;
- (2) Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
- (3) Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

ii. Hearing - Any party may appear in person or by agent. The board shall:

- (1) Resolve boundary disputes according to s. 724-38(3);
- (2) Decide variance applications according to s. 724-38(4); and
- (3) Decide appeals of permit denials according to s. 724-39.

(c) DECISION: The final decision regarding the appeal or variance application shall:

- i. Be made within a reasonable time;
- ii. Be sent to the Department Regional office within 10 days of the decision;
- iii. Be a written determination signed by the chairman or secretary of the Board;
- iv. State the specific facts which are the basis for the Board's decision;
- v. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
- vi. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(3) BOUNDARY DISPUTES

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- (a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- (b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
- (c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to Article VIII Amendments.

(4) VARIANCE

- (a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
 - i. Literal enforcement of the ordinance will cause unnecessary hardship;

- ii. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 - iii. The variance is not contrary to the public interest; and
 - iv. The variance is consistent with the purpose of this ordinance in s. 724-3.
- (b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:
- i. The variance shall not cause any increase in the regional flood elevation;
 - ii. The applicant has shown good and sufficient cause for issuance of the variance;
 - iii. Failure to grant the variance would result in exceptional hardship;
 - iv. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 - v. . The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- (c) A variance shall not:
- i. Grant, extend or increase any use prohibited in the zoning district;
 - ii. . Be granted for a hardship based solely on an economic gain or loss;
 - iii. Be granted for a hardship which is self-created.
 - iv. Damage the rights or property values of other persons in the area;
 - v. Allow actions without the amendments to this ordinance or map(s) required in Article VIII Amendments; and
 - vi. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- (d) When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

724-39 TO REVIEW APPEALS OF PERMIT DENIALS

- (1) The Zoning Agency (s. 724-37) or Board shall review all data related to the appeal. This may include:

- (a) Permit application data listed in s. 724-36(2);
 - (b) Floodway/floodfringe determination data in s. 724-31
 - (c) Data listed in s. 724-23(1)(b) where the applicant has not submitted this information to the zoning administrator; and
 - (d) Other data submitted with the application or submitted to the Board with the appeal.
- (2) For appeals of all denied permits the Board shall:
- (a) Follow the procedures of s. 724-38;
 - (b) Consider zoning agency recommendations; and
 - (c) Either uphold the denial or grant the appeal.
- (3) For appeals concerning increases in regional flood elevation the Board shall:
- (a) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of Article VIII Amendments; and
 - (b) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

724-40 FLOODPROOFING STANDARDS

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in Article II, Article III, Article IV, s.724-28 or 5.3.
- (2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - (a) certified by a registered professional engineer or architect; or
 - (b) meeting or exceeding the following standards:
 - i. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii. the bottom of all openings shall be no higher than one-foot above grade; and

- iii. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(3) Floodproofing measures shall be designed, as appropriate, to:

- (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
- (b) Protect structures to the flood protection elevation;
- (c) Anchor structures to foundations to resist flotation and lateral movement;
- (d) Minimize or eliminate infiltration of flood waters;
- (e) Minimize or eliminate discharges into flood waters;
- (f) Placement of essential utilities to or above the flood protection elevation; and
- (g) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - i. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - ii. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - iii. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - iv. The use must be limited to parking, building access or limited storage.

724-41 PUBLIC INFORMATION

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

ARTICLE VIII **AMENDMENTS**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 724-42.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 724-42. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 724-42.

724-42 GENERAL

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 742-43 below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 724-6;
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

724-43 PROCEDURES

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities and villages, / s. 59.69, Stats., for counties [choose one]. The petitions shall include all data required by s. 5.1(5), 724-31 and 724-36(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

ARTICLE IX

ENFORCEMENT AND PENALTIES

724-44 VIOLATIONS AND PENALTIES; NUISANCE ABATEMENT

Any violation of the provisions of this chapter shall be subject to the penalties described in § 1-4 of this Code. In addition, every violation of this chapter is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to § 87.30, Wis. Stats.

724-45 DEFINITIONS

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

- (1) A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
- (2) AH ZONE – See “AREA OF SHALLOW FLOODING”.
- (3) AO ZONE – See “AREA OF SHALLOW FLOODING”.
- (4) ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
- (5) ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
- (6) AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater

annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

- (7) **BASE FLOOD** – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
- (8) **BASEMENT** – Any enclosed area of a building having its floor sub-grade on all sides.
- (9) **BREAKAWAY WALL** – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- (10) **BUILDING** – See **STRUCTURE**.
- (11) **BULKHEAD LINE** – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
- (12) **CAMPGROUND** – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
- (13) **CAMPING UNIT** – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pickup truck, or tent that is fully licensed, if required, and ready for highway use.
- (14) **CERTIFICATE OF COMPLIANCE** – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
- (15) **CHANNEL** – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
- (16) **COASTAL FLOODPLAIN** – An area along the coast of Lake Michigan or Lake Superior which is inundated by the regional flood and which is also subject to additional hazard due to wave runup.
- (17) **COASTAL HIGH HAZARD AREA** – An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms.

- (18) CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
- (19) DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
- (20) DEPARTMENT – The Wisconsin Department of Natural Resources.
- (21) DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
- (22) DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
- (23) ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.
- (24) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
- (25) FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
- (26) FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
- The overflow or rise of inland waters;
 - The rapid accumulation or runoff of surface waters from any source;
 - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
 - The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

- (27) **FLOOD FREQUENCY** – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
- (28) **FLOODFRINGE** – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
- (29) **FLOOD HAZARD BOUNDARY MAP** – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
- (30) **FLOOD INSURANCE STUDY** – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
- (31) **FLOODPLAIN** – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
- (32) **FLOODPLAIN ISLAND** – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
- (33) **FLOODPLAIN MANAGEMENT** – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
- (34) **FLOOD PROFILE** – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
- (35) **FLOODPROOFING** – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
- (36) **FLOOD PROTECTION ELEVATION** – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)
- (37) **FLOOD STORAGE** – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

- (38) **FLOODWAY** – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
- (39) **FREEBOARD** – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
- (40) **HABITABLE STRUCTURE** – Any structure or portion thereof used or designed for human habitation.
- (41) **HEARING NOTICE** – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
- (42) **HIGH FLOOD DAMAGE POTENTIAL** – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
- (43) **HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- (44) **HISTORIC STRUCTURE** – Any structure that is either:
- Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
- (45) **INCREASE IN REGIONAL FLOOD HEIGHT** – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

- (46) LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)
- (47) LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
- (48) LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An enclosed space as provided in s. 5.3(2)(f), is not considered the building's lowest floor.
- (49) MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.
- (50) MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
- (51) MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
- (52) MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
- (53) MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
- (54) MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
- (55) MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

- (56) MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
- (57) MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
- (58) MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
- (59) MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
- (60) MODERATE WAVE ACTION AREA (MoWA) – A special flood hazard area subject to the potential for breaking wave heights of greater than or equal to 1.5 feet, but less than 3 feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified. (Also known as “coastal A zone”)
- (61) MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.
- (62) NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
- (63) NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
- (64) NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
- (65) NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.
- (66) NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

- (67) **NONCONFORMING USE** – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
- (68) **OBSTRUCTION TO FLOW** – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
- (69) **OFFICIAL FLOODPLAIN ZONING MAP** – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
- (70) **OPEN SPACE USE** – Those uses having a relatively low flood damage potential and not involving structures.
- (71) **ORDINARY HIGHWATER MARK** – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
- (72) **PERSON** – An individual, or group of individuals, corporation, partnership, association, municipality or state agency.
- (73) **PRIMARY FRONTAL DUNE** – A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.
- (74) **PRIVATE SEWAGE SYSTEM** – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
- (75) **PUBLIC UTILITIES** – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.
- (76) **REASONABLY SAFE FROM FLOODING** – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
- (77) **REGIONAL FLOOD** – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of

being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

- (78) SAND DUNES – Naturally occurring accumulations of sand in ridges or mounds landward of the beach.
- (79) START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (80) STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
- (81) SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.
- (82) SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
- (83) SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (84) UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

- (85) **VARIANCE** – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
- (86) **VIOLATION** – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
- (87) **WATERSHED** – The entire region contributing runoff or surface water to a watercourse or body of water.
- (88) **WATER SURFACE PROFILE** – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
- (89) **WELL** – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 3: SEVERABILITY.

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

SECTION 4: DNR REVIEW.

The Village Clerk is directed to refer this ordinance to the Wisconsin Department of Natural Resources for their review per NR 116.21(6) of the Wisconsin Administrative Code.

SECTION 5: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law, upon the approval by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin as required by Wisconsin Statutes §61.50, immediately following approval of this ordinance by the State of Wisconsin Department of Natural Resources per Section NR 116.21 (6)(e) of the Wisconsin Administrative Code.

Passed and approved this _____ day of _____ 2022.

VILLAGE OF FOX POINT

By: _____
Douglas A. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 285 ARTICLE III
RELATING TO STORMWATER MANAGEMENT REGULATIONS OF THE
MUNICIPAL CODE OF THE VILLAGE OF FOX POINT. MILWAUKEE COUNTY,
WISCONSIN**

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point Stormwater Regulations be amended to be consistent with the Wisconsin Department of Natural Resources standards; and

WHEREAS, upon publication of a Class 2 Notice per Chapter 985 Wisconsin Statutes once each week for two consecutive weeks prior to the hearing, and upon at least 10 days prior written notice to the clerk of any municipality whose boundaries are within 1,000 feet of any lands included in the proposed Zoning Code territory as required by Wisconsin Statutes Section 62.23(7)(d), the Village Board held a public hearing regarding the tentative recommendations, on _____; and

WHEREAS, the Plan Commission has recommended the ordinance be adopted; and

WHEREAS, upon careful consideration of all information received in the public hearing, the Plan Commission recommendation and being duly advised, the Village Board finds that the Village of Fox Point Stormwater Regulations should be repealed and re-created as shown herein.

NOW THEREFORE, the Village Board for the Village of Fox Point, Milwaukee County, Wisconsin does hereby ordain as follows:

SECTION 1: Chapter 285 of the Municipal Code of the Village of Fox Point entitled “Stormwater Management, Erosion Control and Bluff Regulation,” Article III entitled “Stormwater Management Regulations” is hereby repealed and re-created to read as indicated in Exhibit A, attached hereto.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law, upon the approval by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin as required by Wisconsin Statutes §61.50.

Passed and approved this _____ day of _____ 2022.

VILLAGE OF FOX POINT

By: _____
Douglas A. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE CHAPTER 285
ARTICLE IV RELATING TO CONSTRUCTION SITE EROSION
CONTROL OF THE MUNICIPAL CODE OF THE VILLAGE OF FOX
POINT, MILWAUKEE COUNTY, WISCONSIN**

WHEREAS, the Director of Public Works has recommended that the Village of Fox Point Construction Site Erosion Control standards be updated to be consistent with state law and other applicable standards; and

WHEREAS, upon publication of a Class 2 Notice per Chapter 985 Wisconsin Statutes once each week for two consecutive weeks prior to the hearing, and upon at least 10 days prior written notice to the clerk of any municipality whose boundaries are within 1,000 feet of any lands included in the proposed Zoning Code territory as required by Wisconsin Statutes Section 62.23(7)(d), the Village Board held a public hearing regarding the tentative recommendations, on _____; and

WHEREAS, the Plan Commission has recommended the ordinance be adopted; and

WHEREAS, upon careful consideration of all information received in the public hearing, the Plan Commission recommendation and being duly advised, the Village Board finds that the Village of Fox Point Construction Site Erosion Control should be repealed and re-created as shown herein.

NOW THEREFORE, the Village Board for the Village of Fox Point, Milwaukee County, Wisconsin does hereby ordain as follows:

SECTION 1: Chapter 285 of the Municipal Code of the Village of Fox Point entitled “Stormwater Management, Erosion Control and Bluff Regulation,” Article IV entitled “Construction Site Erosion Control” is hereby repealed and re-created to read as indicated in Exhibit A, attached hereto.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law, upon the approval by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin as required by Wisconsin Statutes §61.50.

Passed and approved this ____ day of _____ 2022.

VILLAGE OF FOX POINT

By: _____
Douglas A. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SMB*
Date: July 7, 2022
Re: Preliminary FEMA Flood Insurance Rate Maps for Fox Point

Nearly 20 years ago, the Milwaukee Metropolitan Sewerage District (MMSD) began a design to improve the flood storage capacity of Indian Creek. The work included construction of a wet detention basin west of Port Washington Road, removal of approximately six homes along Indian Creek, construction of a dry detention basin on Dean Road and widening of Indian Creek to manage the 1% probability (100-year) storm event.

Work on the project was substantial complete in 2007 and, approximately two years later, Fox Point commissioned AECOM to perform a Letter of Map Revision (LOMR) for the floodplain along Indian Creek. Staff worked with MMSD to obtain the modeling data and files so that AECOM could prepare the LOMR and, during the process, noticed some errors in the modeling. Over the course of the next five years, between roughly 2009 and 2014, staff continued to meet with MMSD and AECOM representatives as well as with the DNR on the LOMR submittal (as the LOMR initial is submitted to the DNR and then to FEMA). The LOMR was intended to remove a number of parcels from the floodplain based on the work completed by MMSD.

The work was put on hold as we worked through some modeling concerns with MMSD. Around 2017, staff was informed that the DNR was in the process of preparing updated floodplain maps for Milwaukee County so, instead of expending any further Village funds, elected to wait until the DNR provided staff with the updated maps. In 2019, staff received preliminary maps which significantly expanded, not reduced, the 100-year floodplain along Indian Creek and areas tributary to it. The Village retained Reukert Mielke to evaluate the preliminary maps and submit a list of questions to DNR regarding their basis for developing the expanded floodplain. The DNR responded to the questions in 2019 but no further action was taken at that time.

On June 30, 2022, staff received a copy of the Preliminary FEMA Flood Insurance Rate Maps for Fox Point. Much like the maps presented in 2019, the boundary of the 100-year floodplain is significantly expanded and it is our understanding that around 100 more structures previously situated outside the 100-year floodplain may now be in the floodplain. This means that each of those property owners will be required to purchase flood insurance.

Given the significant impact and the timeline for providing comments, it is my recommendation that staff be authorized to hire a consultant to assist in the evaluation of the modeling data and provide comments to the DNR regarding the preliminary maps. The initial set of comments are due on or around July 30, 2022 and, thereafter, there will be a 90-day period in which to appeal the preliminary maps. Ideally, evaluation of the data begins sooner than when the 90-day period begins so that the selected consultant has adequate information to provide to the DNR and FEMA

FEMA Region V
536 South Clark Street, 6th Floor
Chicago, IL 60605



FEMA

June 30, 2022

Mr. Douglas Frazer
Village President, Village of Fox Point
7200 North Santa Monica Blvd
Fox Point, Wisconsin 53217

Prelim-EAP
Community Name: Village of Fox Point,
Milwaukee County,
Wisconsin
Community No.: 550274

Re: National Flood Insurance Program (NFIP)
Preliminary Flood Insurance Study and Flood Insurance Rate Map

Dear Mr. Frazer:

We are pleased to present your community with Preliminary copies of the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Milwaukee County, Wisconsin and Incorporated Areas for your review and comment. The enclosed FIS report for Milwaukee County describes the flood hazard information updates made to the FIRM and FIS report and the source information used in making the updates. We have revised only those FIRM panels with updated flood hazard information.

We are sending the Preliminary copies at this time to give your community an opportunity to review them. Additionally, in an effort to assist you in circulating the information, FEMA has posted digital copies of the FIRM and FIS report materials to the following Website:

<https://www.fema.gov/preliminaryfloodhazarddata>

We will contact you shortly to schedule a formal community coordination meeting (a "Consultation Coordination Officer [CCO]" Meeting) to discuss the revised flood hazard information, ordinance adoption, and other frequently asked questions and concerns. In the meantime, we encourage you to circulate the enclosed copies as widely as possible among elected officials, staff, and other individuals or organizations in the community that would have an interest in the FIRM and FIS report so that they will have the opportunity to review them thoroughly before the formal community coordination meeting. The review period provides community officials and citizens in the affected communities with an opportunity to identify changes or corrections to non-technical information, such as corporate limits, road names, and stream names on the FIRM or in the FIS report. Comments may be sent to:

Betsy Finlay, Wisconsin DNR
P.O. Box 7291
Madison, Wisconsin 53707-7921
or by email Elizabeth.Finlay@wisconsin.gov

Please submit comments (digital format such as shapefiles preferred) no later than 30 days from the date of this letter. All comments and changes received during this review period will be incorporated, as appropriate, before the FIRM and FIS report become effective.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the FIRM becomes effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the FIRM; (2) LOMCs for which results could not be shown on the FIRM because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the SFHA as shown on the FIRM; (3) LOMCs for which results have not been included on the FIRM because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above.

LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the FIRM and will become effective one day after the FIRM becomes effective.

For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the FIRM becomes effective upon request.

Your community should be aware that recently approved LOMCs, specifically LOMRs, may have been issued for your community. The LOMR process is dynamic and FEMA is reviewing LOMR applications regularly. To complete production of the Preliminary FIRMs which includes incorporating the effects of “mappable” LOMRs issued since the last map effective date, a specific cutoff was established. FEMA will address any approved LOMRs issued after the cutoff date when the final SOMA is distributed. If your community has concerns regarding a specific case, please submit the LOMR case number, as well as any appropriate documentation, before the end of the comment or appeal periods discussed below to assist us in keeping the map up to date. Please submit to:

Munib Ahmad
FEMA Region V
536 South Clark Street, 6th Floor,
Chicago, Illinois 60605

After the CCO Meeting, we will initiate a statutory 90-day appeal period for certain communities within Milwaukee County. A statutory 90-day appeal period is required when FEMA adds or modifies Base (1-percent-annual-chance) Flood Elevations (BFEs), base flood depths, SFHAs, flood zone designations, or regulatory floodways within a community, as shown on the Preliminary FIRM. If your community is identified as requiring an appeal period, we will send you a letter approximately 2 weeks before the start of the 90-day appeal period to detail the appeal process. The letter will forward information regarding

notifications to be published in the FEDERAL REGISTER and local newspaper(s) and will provide the first and second publication dates. The appeal period will start on the second publication date. Additional information concerning the 90-day appeal period will be provided during the CCO Meeting.

After the review and appeal periods have ended and we have addressed all comments/appeals, we will initiate final preparation of the FIRM and FIS report. The new FIRM and FIS report for your community will become effective approximately 7 to 10 months later. Before the effective date, you will be notified in writing of the official FIRM and FIS report effective date and asked to adopt floodplain ordinances or modify existing ordinances as necessary that correspond with the new FIRM or FIS report. If you or other community officials have any questions regarding floodplain ordinances, you may raise them with our FEMA Regional Office or you may discuss those issues with your State NFIP Coordinator. Several months before the effective date, we will mail one set of printed copies of the finalized FIRM and FIS report and digital copies of the map and report products.

Your community's comments on the Preliminary FIRM panels and FIS report are an important part of our review process, and we will consider them carefully before we publish the FIRM and FIS report in their final form. If you have any questions regarding the Preliminary copies of the FIRM and FIS report, please contact Betsy Finlay, Wisconsin Department of Natural Resources, by telephone at 608-422-0396 or by email at Elizabeth.Finlay@wisconsin.gov. If you have general questions about mapping issues, please call our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or e-mail our FMIX staff at FEMA-FMIX@fema.dhs.gov.

Sincerely,



Mary Beth Caruso
Director, Mitigation Division
FEMA Region V

Enclosures:
Preliminary Summary of Map Actions (SOMA)

cc: Scott Brandmeier, Director of Public Works, Village of Fox Point
Brian Cunningham, State NFIP Coordinator
Munib Ahmad, Regional Engineer, FEMA Region V
Michelle Hase, Regional WDNR Water Management Engineer

bcc: FEDD File
Case File

PRELIMINARY SUMMARY OF MAP ACTIONS

Community: FOX POINT, VILLAGE OF

Community No: 550274

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effect of the enclosed revised FIRM panel(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)).

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below have been reflected on the Preliminary copies of the revised FIRM panels. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below are either not located on revised FIRM panels, or have not been reflected on the Preliminary copies of the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

PRELIMINARY SUMMARY OF MAP ACTIONS

Community: FOX POINT, VILLAGE OF

Community No: 550274

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	11-05-1665A	02/08/2011	7120 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	12-05-2253A	01/24/2012	A PORTION OF LOTS 8 AND 9 -- 7475 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	12-05-5792A	05/31/2012	7228 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	12-05-5909A	06/28/2012	PARCEL 2, CERTIFIED SURVEY MAP NO. 3937 -- 7535 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	15-05-0063A	11/20/2014	7210 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	18-05-1186A	01/23/2018	SECTION 16, T8N, R22E, LOT 8 -- 7736 NORTH BEACH DRIVE	55079C0042E	55079C0042F
LOMA	21-05-0811A	01/14/2021	SECTION 16, T8N, R22E -- 7624 NORTH BEACH DRIVE	55079C0044E	55079C0044F
LOMA	22-05-0925A	01/05/2022	7481 North Beach Drive	55079C0044E	55079C0044F
LOMA	22-05-1014A	01/13/2022	7515 North Beach Drive	55079C0044E	55079C0044F

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

PRELIMINARY SUMMARY OF MAP ACTIONS

Community: FOX POINT, VILLAGE OF

Community No: 550274

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Preliminary copies of the revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	98-05-2260A	02/25/1998	FOX POINT MANORS - LOT 5, BLOCK 1 - 8500 N. INDIAN CREEK PARKWAY	4
LOMA	02-05-2373A	04/10/2002	FOX POINT MANORS, BLOCK 6, LOT 29; 8578 NORTH REGENT ROAD	4
LOMA	09-05-2089A	03/31/2009	CSM 174, PARCEL 1 (PORTION OF SECTION 16, T8N, R22E) -- 7505 NORTH BEACH DRIVE	3
LOMA	11-05-0661A	03/03/2011	7473 NORTH BEACH DRIVE	6
LOMA	11-05-5226A	06/02/2011	7473 NORTH BEACH DRIVE	3
LOMA	17-05-0169A	10/11/2016	7624 North Beach Drive	4

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

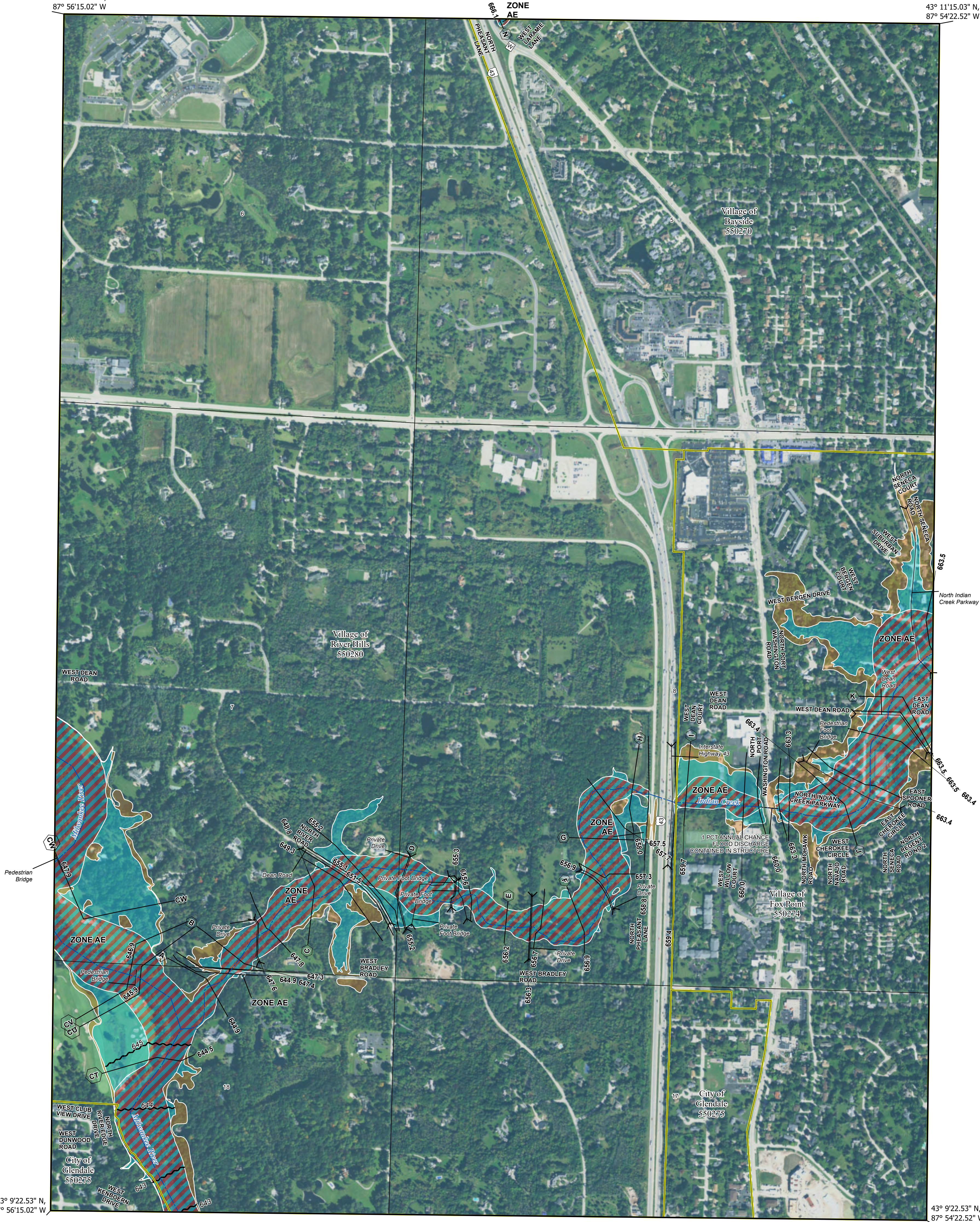
4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

43° 11'15.03" N,
87° 56'15.02" W

43° 11'15.03" N,
87° 54'22.52" W



43° 9'22.53" N,
87° 56'15.02" W

43° 9'22.53" N,
87° 54'22.52" W

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)	Zone A, V, AE
	With BFE or Depth	Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available effective flood hazard information for your community, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance Information Exchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be downloaded from the website. Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be acquired directly from the Flood Map Service Center at the website listed above.

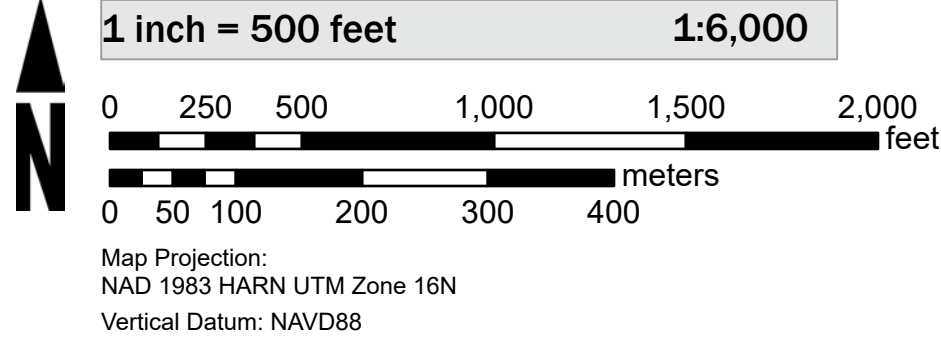
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map: Orthorectified, Last refreshed October, 2020.

Note: Some Special Flood Hazard Areas with elevations may not appear with elevation labels if the Base Flood Elevation or Cross-section line which communicates the elevation for the location appears on the adjacent panel. Please see the Panel Locator Diagram on this map panel to determine the adjacent panel and find the elevation feature there, or alternatively use the Flood Insurance Study report for detailed elevations by flood source.

SCALE



PANEL LOCATOR



*PANEL NOT PRINTED

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

MILWAUKEE COUNTY
WISCONSIN
AND INCORPORATED
AREAS



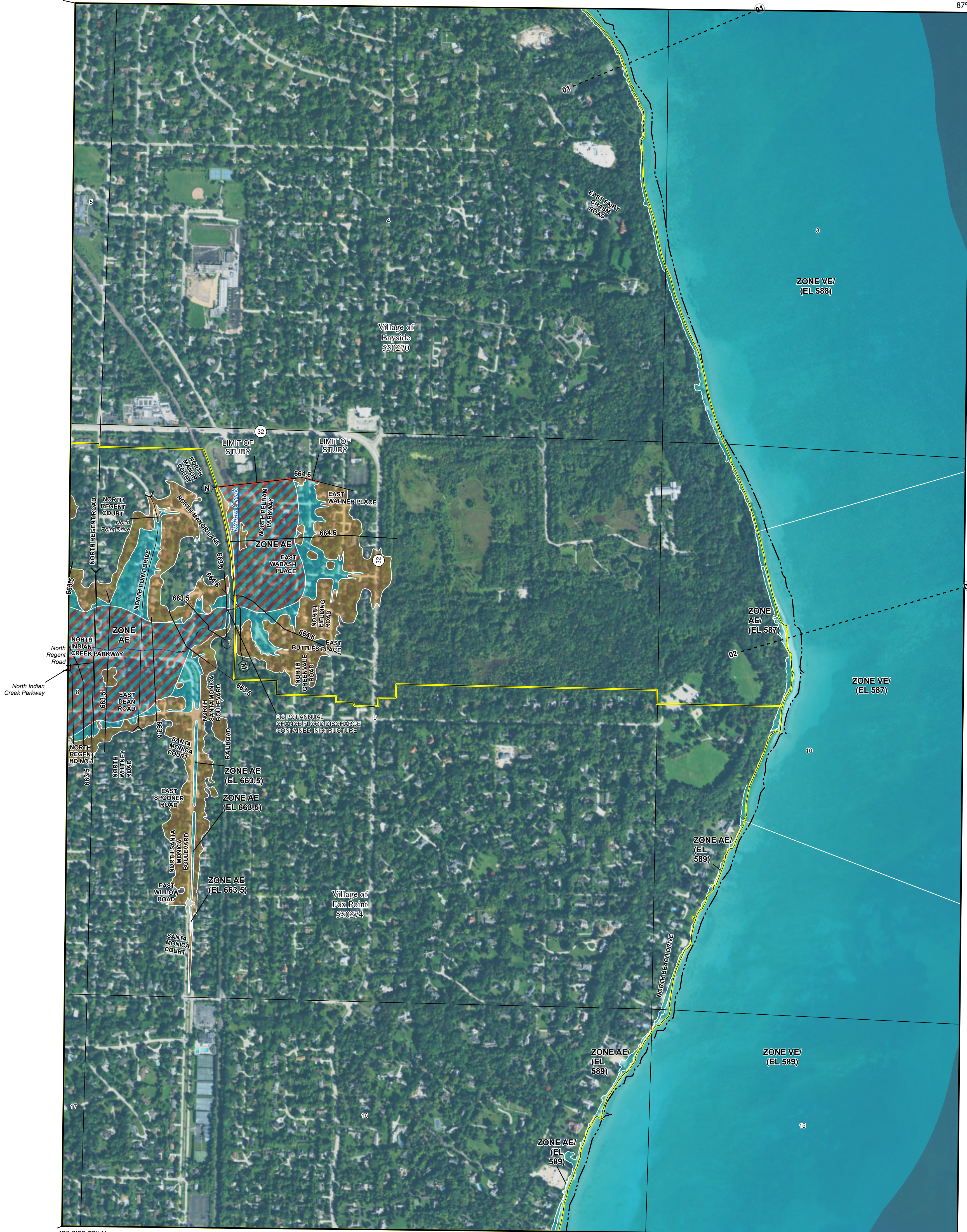
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
VILLAGE OF RIVER HILLS	550280	0041	F
CITY OF GLENDALE	550275	0041	F
VILLAGE OF FOX POINT	550274	0041	F
VILLAGE OF BAYSIDE	550270	0041	F

MAP NUMBER
55079C0041F
EFFECTIVE DATE
Prelim Issue Date: 06/30/2022

43° 11'15.03" N,
87° 54'22.52" W

43° 11'15.03" N,
87° 52'30.02" W



43° 9'22.53" N,
87° 54'22.52" W

43° 9'22.53" N,
87° 52'30.02" W

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)	Zone A, V, AE
	With BFE or Depth	Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available effective flood hazard information for your community, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be downloaded from the website. Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be acquired directly from the Flood Map Service Center at the website listed above.

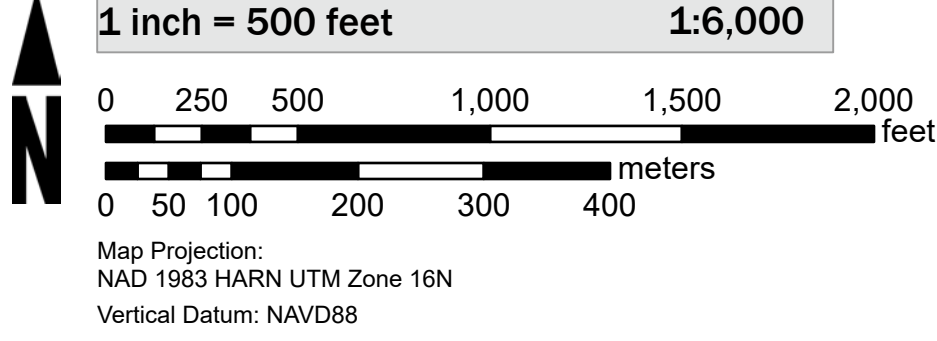
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

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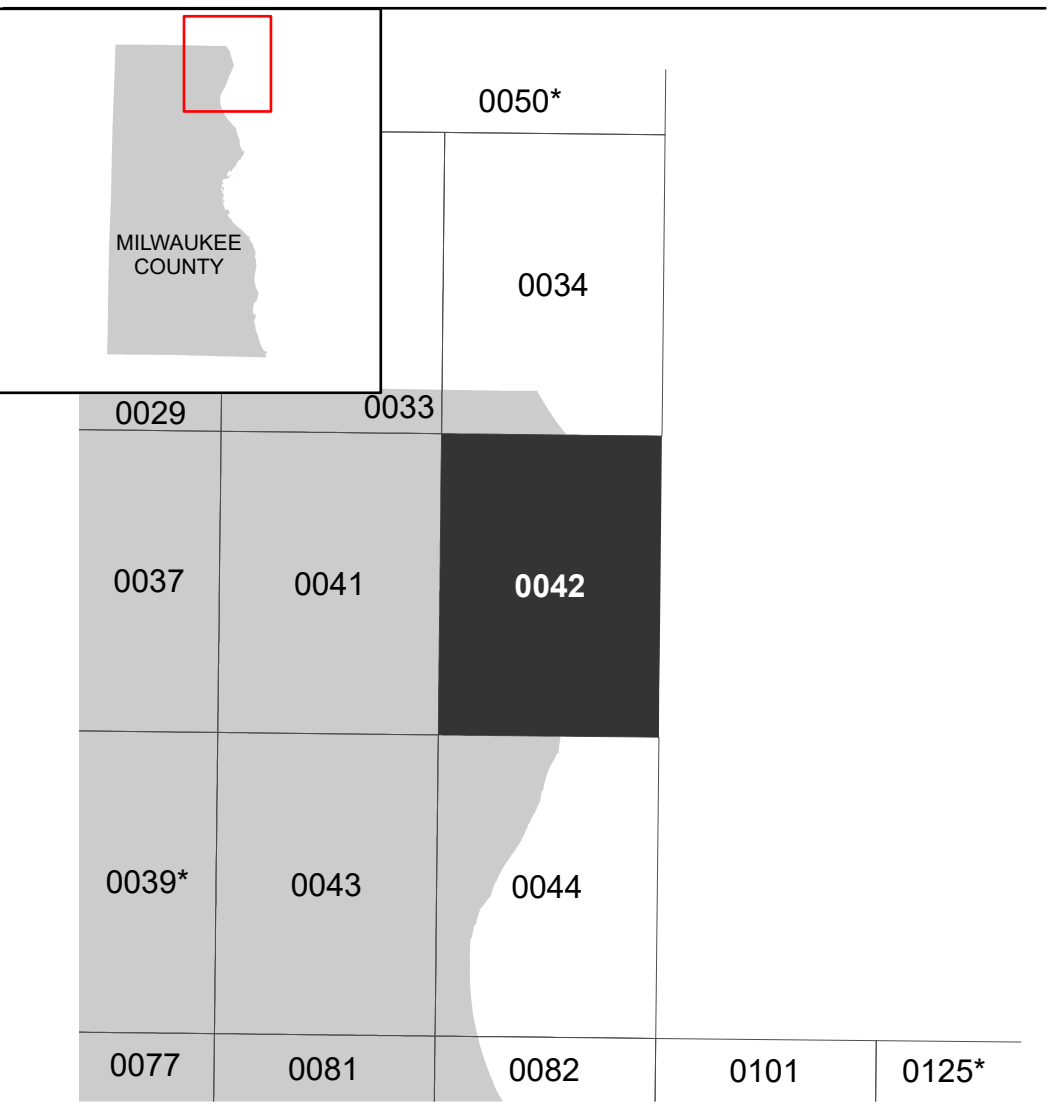
Basemap information shown on this FIRM was provided in digital format by the United States Geological Survey (USGS). The basemap shown is the USGS National Map: Orthoimagery, Last refreshed October, 2020.

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SCALE



PANEL LOCATOR



*PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

MILWAUKEE COUNTY
WISCONSIN
AND INCORPORATED
AREAS



Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
VILLAGE OF FOX POINT	550274	0042	F
VILLAGE OF BAYSIDE	550270	0042	F

MAP NUMBER
55079C0042F
EFFECTIVE DATE
Prelim Issue Date: 06/30/2022

43° 9'22.53" N,
87° 54'22.52" W

43° 9'22.53" N,
87° 52'30.02" W

43° 7'30.03" N,
87° 54'22.52" W

43° 7'30.03" N,
87° 52'30.02" W

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS		Area with Reduced Flood Risk due to Levee See Notes Zone X
		Area with Flood Risk due to Levee Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
OTHER FEATURES		Coastal Transect
		Coastal Transect Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
OTHER FEATURES		Jurisdiction Boundary

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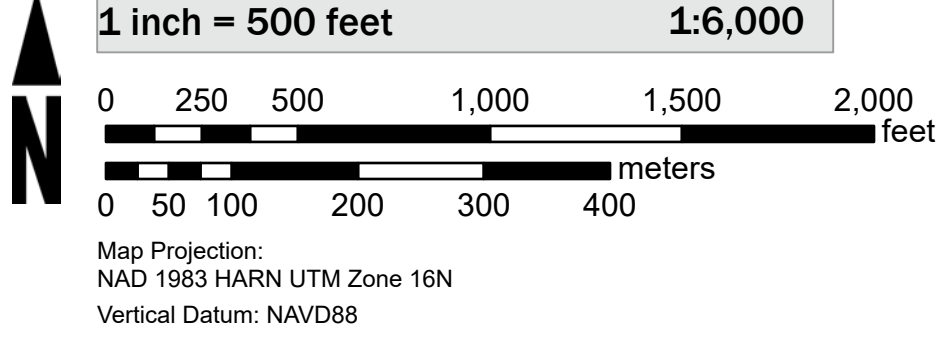
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SCALE



PANEL LOCATOR



*PANEL NOT PRINTED



NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP

MILWAUKEE COUNTY
WISCONSIN
AND INCORPORATED
AREAS



Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
VILLAGE OF WHITEFISH BAY	550286	0044	F
VILLAGE OF FOX POINT	550274	0044	F

MAP NUMBER
55079C0044F
EFFECTIVE DATE
Prelim Issue Date: 06/30/2022



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, Fox Point Residents
From: Kevin Ausman, Assistant Village Manager *KA*
Through: Scott Botcher, Village Manager *SAB*
Date: July 6, 2022
Re: 2022 Municipal Pool Midseason Review

Overview

As the 2022 Fox Point Pool season is roughly halfway concluded, below are a few highlights, maintenance details, and financials.

Highlights

- 2022 beer garden partnership with New Barons Brewing Cooperative.
- Fully staffed aquatics facility.
- Limited programming and low levels of registration.
- Swim lessons are being assisted by veteran swim instructor with 35 years of experience.
- Partnership with Pete's Pops to provide concessions at the pool.
- Masters Swim program returns strongly for another year.
- Partnership with Wisconsin Athletic Club offering free programming to residents and pool members.

Public/Private Partnerships

The most exciting developments in 2022 at the Fox Point Municipal Pool are three partnerships with private organizations. New Barons Brewing Cooperative operates the new Fox Point Beer Garden series. Community response has been positive, the site has been cleaned every night, and New Barons has informed staff of positive sales. Next year, Staff will begin planning for the season earlier in the year with discussions for food trucks and live music. Pete's Pops has been operating out of the concession stand this season. Patrons are very happy with consistent vendor hours, a local product, and plenty of options. Pete Cooney has reported positive sales at the concession stand. Finally, the Assistant Village Manager negotiated free programming located at the municipal pool provided by the Wisconsin Athletic Club. The WAC is providing poolside yoga, aquarobics, and aquazumba free for residents and pool members on Friday and Saturday mornings before open swim begins. Staff is in discussions with the WAC to host free boot camps style workouts in conjunction with the beer garden, and free fitness in the park programming. Attendance numbers for yoga, zumba, and aerobics have been growing weekly and now average about a dozen attendees per class.

Maintenance and Repairs

Below is an assessment compiled by Village DPW staff of current season maintenance repairs and ongoing concerns for the remainder of the season. The most significant current challenge to aquatics operations is the facility itself. The entire pool site has outlived its useful life and Village DPW staff have diligently performed preventative maintenance. At 60 years of age, the facility has extensive maintenance requirements. Performing incremental repairs or capital investments to the facility are not an effective long-term strategy.

- The plumbing in the concession stand was fixed.
- A pipe burst inside the block wall of the pavilion and was fixed.
- The ADA toilet in the women's bathroom had to be fixed.
- A valve in the women's shower room needed to be replaced.
- The valve for the urinals in the men's bathroom had to be replaced.
- The drinking fountain was repaired and made operational.
- The multi-port valve and gasket for the wading pool was replaced. This is needed to backwash and rinse the wading pool filter periodically.
- The leak that developed last year on the main transmit line of the main pool was plugged, and is holding. A more permanent fix will be challenging and expensive, the pipe leak is located close to where the pipe leaves the mechanical area and goes through a concrete wall.
- One of the main chlorine lines for the wading pool broke, and is in the process of being repaired.

Items that need to be addressed:

- Wading pool sand filter. The sand filter is failing, and is discharging a significant amount of sand back to the pool. A rough estimate to replace it would be \$5000. All the sand will need to be removed prior to repair. A majority of the cost would be labor, as the sand filter is located down in the mechanical area. Staff has noticed more sand in the main pool this year than last year. A little bit of sand is common and expected, but DPW believes one or more of the main six pool sand filters is having issues as well. Sand filters can expect 15-25 years of life out of a good commercial sand filter. The wading pool filter was installed in 1999, and the six for the main pool were installed in 2002, so they all may be nearing the end of their useful life.
- Both pools need to be painted. The wading pool was last painted in 2010. The gutter for the main pool was painted in 2012, the rest of the main pool was painted in 2015. Significant chunks of paint are breaking off of the main pool. They are very noticeable around the shallower end of the main pool. The Village spent \$25,000 to paint the main pool in 2015, minus the gutter. Only one contractor bid on the job that year. A rough estimate to paint both pools would be \$40,000, assuming the Village would even receive bids. Staff does not plan to bid out this work as the life of the pool winds down.

Operations

Many area aquatics programs, beaches, and facilities in 2022 face a shortage of lifeguard and front-office staff which lead to those facilities being closed entirely or a reduction in programs. The Fox Point Pool has 21 lifeguards, 2 emergency backup lifeguards, and 7 front office staff, making our facility one of the only fully staffed aquatics facilities in the region. The Assistant Village Manager has been contacted by other facilities regarding hiring our lifeguards. Base wages for lifeguards were raised this year to align closer with the market against our competitor facilities.

Financials

Staff continues to try and reduce unnecessary expenditures where it can, but realistically, the expenditures are about as low as feasible without further sacrificing programs or level of service.

In 2021, the pool generated \$12,375 in programming revenue, \$2,745 less than 2019. Year-to-date revenues for programming are \$5,175. Swim lessons are at the halfway point of the season and staff do not estimate many new registrations. Pool membership revenue in 2021 totaled \$72,990, an unusual increase of \$15,340 where most years previously saw decline of revenue. Staff believes that the increase in 2021 revenue was due to pent up demand for outdoor activities due to COVID-19. Year-to-date revenue for pool membership is at \$62,572.00. There will likely be additional membership registrations but the bulk of new members do so at the beginning of the season.