

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

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

**TUESDAY  
December 13, 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](mailto:sbotcher@villageoffoxpoint.com).**

**Zoom Participant Information**  
<https://us02web.zoom.us/j/83905387922>

Meeting ID: 839 0538 7922

Dial: (312) 626-6799

**AGENDA**

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

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

- 3. Committee Reports**
- 4. Public Hearings\***

**\*NOTICE:** After the Village Board set the following two public hearings Village staff have requested to delay consideration of the matters. The Village Board has not received a Plan Commission recommendation concerning either code revision at this time. Village staff therefore believe it is likely that the Village Board will cancel these hearings and re-commence the process when appropriate.

- a. \*(See the NOTICE, above) Ordinance to Repeal and Re-Creat Chapter 285 Article III Relating to Stormwater Management Regulations of the Municipal Code of the Village of Fox Point**

The Village Board will hear comments and input regarding the 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.

**b. \*(See the NOTICE, above) 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 will hear comments and input regarding the 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.

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

- a. Approve the minutes of the November 8, 2022 Village Board meeting.  
[Pages 1-5]
- b. Approve the minutes of the November 21, 2022 Budget Public Hearing.  
[Page 6]
- c. Approval of President's appointment of Lucille Sells to the Building Board for a term ending in 2024.
- d. Accept the bid of Mid-City Corporation in the amount of \$222,067.50 for the Port Washington Road water main relocation and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2022.  
[Pages 7-23]
- e. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$45,630 for the 2023 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 24-27]
- f. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 for the administration of the 2023 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 28-31]
- g. Accept the proposal of Ruekert and Mielke in an amount not to exceed \$41,240 for the performance of continuing work within the GIS database for activities performed throughout the year and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 32-39]
- h. Accept the proposal of Kapur & Associates in an amount not to exceed \$22,909 to design the rehabilitation of sanitary sewers in Bason Nos. 2, 4, and 6 authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 40-44]
- i. Accept the proposal of Kapur & Associates in an amount not to exceed \$28,910 for the inspection and design of 145 sanitary manholes in Basin No. 4 and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 45-49]

- j. Accept the proposal of Kapur & Associates in an amount not to exceed \$23,750 for the televising of approximately 20,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 50-56]
- k. Accept the proposal of Marek Landscaping in the amount of \$12,516.00 for control of invasive species, native planting and monitoring for Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the proposal pursuant to the Director of Public Works' memorandum dated December 6, 2022.  
[Pages 57-60]
- l. Approval of Resolution Adopting Amended Rubbish Special Pickup Fees for the Village of Fox Point.  
[Pages 61-62]
- m. Approval of Resolution to Adopt Amended Stormwater Fees for the Village of Fox Point  
[Pages 63-65]
- n. Approval of Resolution to Adopt Amended Sewer Fees for the Village of Fox Point  
[Pages 66-67]
- o. Approval of Resolution to Adopt Amended Mailbox Post Fees for the Village of Fox Point  
[Pages 68-69]
- p. Authorize Village Manager to sign Flock Camera purchase order pursuant to Chiefs memo dated December 5, 2023  
[Pages 70-71]
- q. Approve and Adopt Resolution Determining Certain Funds as Unassigned and Moving to General Fund Balance.  
[Page 72]
- r. Approve payment of the bills in the amount of \$645,420.61 for the period November 1, 2022 through November 30, 2022 per the report submitted by the Village Manager.  
[Pages 73-84]
- s. Adopt Resolution confirming Obligation to Contribute to North Shore Fire Department's Budget to Pay Debt Service on Bonds Issued by the City of Glendale on Behalf of the North Shore Fire Department.  
[Pages 85-86]
- t. Adopt Resolution approving a "Single or Multi-Year Capital" Budget for Glendale Station 82 Project.  
[Page 87]

## **6. Unfinished Business**

### **a. Aquatic Recreation Facilities Discussion and Possible Action**

The Village Board will discuss aquatic recreation in the Village and may take such action as the Village Board deems appropriate, which may include final decision-making concerning the existing municipal swimming pool, repairs, replacement, abandonment, or alternative facilities.  
[Pages 88-91]

### **b. Resolution of Appreciation - Farmers Market Founders Mary and James LaCharite**

The Board will consider and may act on the adoption of Resolution of Appreciation for Farmers Market Founders Mary and James LaCharite.  
[Page 92]

## **7. New Business**

### **a. Approval of revised North Shore Health Department agreement**

The Village Board will consider and may approve a proposed revised North Shore Health department agreement.  
[Pages 93-110]

**b. Accept the bid of Michels Foundations, a Division of Michels Corporation, for the Beach Drive Coastal Resiliency Project**

The Village Board will consider and may act on the recommendation to award the Beach Drive Coastal Resiliency Project to Michels Foundations, a Division of Michels Corporation; the Board will consider the base bid award of \$3,689,804.83 as well as the alternate bid to remove the proposed gravel path along the shoreline which would result in a project cost of \$3,595,951.07, a reduction of \$93,853.76.

[Pages 111-117]

**c. Approve Amendment No. 5 from MSA for the Beach Drive Coastal Resiliency Project**

The Village Board will consider and may act on the recommendation to award Amendment No. 5 to MSA in an amount not to exceed \$183,536.25 for construction administration and other tasks associated with the Beach Drive Coastal Resiliency Project.

[Pages 118-133]

**d. Discussion of Clear-Cutting ordinance**

Pursuant to the motion by Trustee Sumner, the Village Board may discuss the clear-cutting ordinance.

[Page 134]

**e. Approval of Resolution recognizing service of Officer Daniel Obremski**

The Village Board will consider and may approve a resolution recognizing Officer Daniel Obremski on his service to the Village upon his retirement.

[Page 135]

**f. Receipt and Referral to Plan Commission for public hearing on the application of Creation and Preservation Partners, Inc to create a Cultural Overlay District at 7254 and 7328 North Beach Drive (Mary Nohl House)**

The Village Board will receive and may refer the application of Creation and Preservation Partners, Inc to create a Cultural Overlay District at 7254 and 7328 North Beach Drive (Mary Nohl House) to the Plan Commission for public hearing and report.

[Pages 136-169]

**8. Future Agenda Items**

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

**9. Announcements**

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

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

## 10. Adjournment

**NEXT REGULAR VILLAGE BOARD MEETING:                      January 10, 2023    7:00 P.M.**

**PLEASE NOTE:**

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

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING MINUTES  
November 8 2022**

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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, November 8, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Manager to take roll call. Roll Call of the Village Board present included:

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

Not Present:

Trustee Christine Symchych

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

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin board at 7200 N Santa Monica Boulevard, as well as the village website at [www.villageoffoxpoint.com](http://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.*

**Robert King** 8500 N Indian Creek Parkway—Spoke to the condition Manor Lane retaining wall. Requested Village’s attention to “bowing” as submitted in photo.

**Sandy Hurley** 7334 N Longacre Road—Prefers current pool location. Believes parking and street capacity near Longacre are insufficient.

**Hope Oliva** 7426 N Crossway—Opposed to pool at Longacre. Believes noise at Longacre will be disturbing to neighborhood. Supports current location.

**Bill Hudson** 7419 N Lombardy Supports comments of previous speakers. Concerned about parking and pedestrian safety near Longacre. Recognizes things such as population decline, current competition, high costs, but finds current site superior.

**Ken Friedman** 8001 N Links Way Thinks voting is premature as Board needs to educate public on the options under consideration.

#### **COMMITTEE REPORTS – PLAN COMMISSION**

The Plan Commission met Monday, November 7, 2022. Trustee Fonstad gave a brief report with regarding the Plan Commission’s review of and recommendation regarding the T-Mobile

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VILLAGE BOARD MEETING MINUTES**

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**November 8 2022**

application to install equipment upgrades on the existing cell tower located at 7002 N Santa Monica Blvd.

**PUBLIC HEARINGS**

**\*NOTICE:** After the Village Board set the following two public hearings Village staff have requested to delay consideration of the matters. The Village Board has not received a Plan Commission recommendation concerning either code revision at this time. Village staff therefore believe it is likely that the Village Board will adjourn the public hearings to a later date and time certain, which may be the regular Village Board meeting of December 13, 2022, beginning at 7:00 p.m.

- a. **\*(See the NOTICE, above) Ordinance to Repeal and Re-Crete Chapter 285 Article III Relating to Stormwater Management Regulations of the Municipal Code of the Village of Fox Point**

The Village Board will hear comments and input regarding the Ordinance to Repeal and Re-Crete Chapter 285 Article III Relating to Stormwater Management Regulations of the Municipal Code of the Village of Fox Point.

- b. **\*(See the NOTICE, above) Ordinance to Repeal and Re-Crete Chapter 285 Article IV Relating to Construction Site Erosion Control of the Municipal Code of the Village of Fox Point**

The Village Board will hear comments and input regarding the Ordinance to Repeal and Re-Crete Chapter 285 Article IV Relating to Construction Site Erosion Control of the Municipal Code of the Village of Fox Point.

Motion by Frazer, second by Fonstad, to continue the hearings until the December 13, 2022 Village Board meeting, starting at 7:00pm. All voted in favor.

**CONSENT AGENDA**

President Frazer noted that on 5b, the minutes of the August 17, 2022 Special Board meeting, Trustee Ollman spotted an error on line 76 that the Village Clerk Treasurer will correct: the adjournment time was actually 7:12 p.m.

- a. Approve the minutes of the October 10, 2022 Special Village Board meeting.
- b. Approve the minutes of the October 11, 2022 Village Board meeting.
- c. Approve the minutes of the October 25, 2022 Village Board Budget Workshop.
- d. Approve Change Order No. 1 with Wachtel Tree Science for additional forestry services in an amount not to exceed \$8,000 and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated November 1, 2022.

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- e. Approval of Plan Commission recommendation regarding Crown Castle's application for a minor modification to the Exiting Wireless facility at 8615 N Port Washington Road.
- f. Referral of matter concerning Chapter 745-7(3)(h) regarding height of arbors to Plan Commission for review and recommendation.
- g. Approval of Ordinance modifying Chapter 842-3 concerning pool fencing requirements as recommended by the Building Inspector.
- h. Approve payment of the bills in the amount of \$748,550.94 for the period October 1, 2022 through October 31, 2022 per the report submitted by the Village Manager.

Request by Ollman to remove item 5d from consent agenda.

Motion by Frazer, second by Fonstad, and carried by roll call vote (6-0), to approve the consent agenda.

ITEM 5d. Trustee Ollman requested more detail on the costs incurred for the work done by the forester as it relates to the clear-cutting matter referenced in the Village Forester's change order request. The Village Manager indicated that the detail Trustee Ollman wanted wasn't available immediately at the meeting but he would be glad to provide. The Village Attorney reiterated that the change order request was for a longer list of services provided over the year, not just for the clear-cutting matter.

Motion by Fonstad, second by Frazer to approve Item 5d. All voted in favor.

## **NEW BUSINESS**

### **a. Aquatic Recreation Facilities Discussion and Possible Action**

Assistant Village Manager made a presentation recommending a decision-making framework the Village Board could utilize should they wish to continue with aquatic recreation in the Village. (Copy made part of the record.)

Citizens Comments:

**Louise Petering** 7229 N Santa Monica Blvd Cautioned against assuming demographics as she has several families with young children in her neighborhood. She wondered what a borrowing amortization length would be. She encouraged the Board to take the long view, and stated that the pool is a unique feature of the Village.

**Judy Shirley** 1835 N Mohawk Stated the Board cannot decide the question with little to no prior notification to residents.. She questioned if the DPW needed more room.

**David Petering** 7229 N Santa Monica Blvd. Stated that survey show the respondents want a pool at the Santa Monica site and they want to pay for it. Staff concept is a nonstarter. He supports the Santa Monica site.

Citizens comments on this item then concluded..

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING MINUTES  
November 8 2022**

Board members commented; they felt inclined to continue to provide aquatic recreation activities in the Village.. They all recognized this was a very difficult and complex decision.

**b. Floodplain Delineation Appeal**

The Village Board discussed Amendment No. 1 to the contract with Ruekert Mielke in an amount not to exceed \$27,500 to undertake a Letter of Map Revision (LOMR) in order to appeal the 100-year floodplain delineation made by the Department of Natural Resources.

Motion by Sumner, second by Fonstad, to authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated November 1, 2022. All voted in favor.

**FUTURE AGENDA ITEMS**

Motion by Sumner, second by Ollman to place the clear-cutting ordinance on a future agenda for discussion.

Village President Douglas H. Frazer-yes  
Trustee Eric Fonstad - no  
Trustee Sumner (via Zoom)- yes  
Trustee Greg Ollman- yes  
Trustee Catie Anderson Knight - yes  
Trustee Liz Aelion- yes

Motion passed 5-1

**ANNOUNCEMENTS**

- a. Village President Frazer
- b. Trustee Fonstad- Announced that the Tree Commission had met and asked the Forester to work with the Village Attorney to review the clear-cutting ordinance and recommend portions which may need improvement, especially reviewing language as it relates to high value trees versus clear cutting.
- c. Trustee Sumner
- d. Trustee Ollman
- e. Trustee Anderson Knight
- f. Trustee Aelion
- g. Village Manager Scott Botcher
  - i. Announced he had not heard back from the Wagners' concerning remediation of the hazardous structures on their property and would be attempting to contact them.

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VILLAGE BOARD MEETING MINUTES**

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**November 8 2022**

- ii. Rob Henken from the Wisconsin Policy Forum will be present at the January 2023 meeting concerning the police force consolidation study initiated by Glendale.

**Closed Session**

Motion by Frazer, second by Fonstad to enter into closed session pursuant to Wisconsin Statutes Section 19.85(1)(g) conferring 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, to discuss Catherine Conway v Douglas Frazer, et al. Attendees will include the Village Board, Village Manager, Assistant Village Manager, and Village Attorney.

Vote: 6-0 (All voted in favor)

Motion to re-enter into open session by Frazer, second by Ollman. All voted in favor.  
Vote: 6-0

**ADJOURN**

*Motion made by Frazer, second by Ollman, and carried by roll call vote (6-0), to adjourn the Village Board meeting at 8:55 p.m.*

Respectfully submitted,

Scott A. Botcher  
Village Manager

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES  
NOVEMBER 21, 2022**

A meeting and public hearing Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Monday, November 21, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

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

Also, present were Village Manager Scott Botcher, Assistant Village Manager Kevin Ausman (Via Zoom), Police Chief Chris Freedy, Public Works Director Scott Brandmeier, Accountant Financial Manager Mary Carthell, and Village Clerk Treasurer Kelly Meyer.

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

**Public Hearing: Proposed 2023 Village Budget**

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

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

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

**Resolution to Adopt the 2023 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll**

*On motion of President Frazer, seconded by Trustee Fonstad, the Village Board adopted the Resolution language for the 2023 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll, as reflected behind the agenda. Motion carried by roll call vote (7-0).*

**Adjourn**

*Motion made by President Frazer, seconded by Trustee Anderson Knight, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 7:18 p.m.*

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC/CMTW  
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 *SB*  
**Date:** December 7, 2022  
**Re:** Recommendation for Approval of Water Main Bid for Port Washington Road

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The Village has been working with Ruekert Mielke on relocating a portion of its water main on Port Washington Road in Glendale due to the I-43 and Port Washington Road expansion. A bid opening was held on Tuesday, December 6, 2022 and seven (7) contractors submitted bids for the project as shown on the attached recommendation letter and bid summary.

The low bidder for the project is Mid City Corporation and they submitted a bid in the amount of \$222,067.50. The engineering cost estimate for the project was approximately \$300,000. As noted on the attached preliminary cost share, the anticipated construction cost share for the Village is approximately \$15,200; however, the Village has to undertake the work and request reimbursement from the Department of Transportation once the work is completed.

Mid City has performed work for the Village in the past and is capable of performing the work for the relocation of the water main in Glendale. The bid did include an alternate for constructing the water main with ductile iron but due to supply issues and the additional cost, I am recommending the Village accept the base bid in the amount of \$222,067.50 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

December 7, 2022

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

RE: Port Washington Road Water Main Relay

Dear Mr. Brandmeier:

Bids for the above project were opened on Tuesday, December 6, 2022 at 11:00 a.m. at the Village of Fox Point office and were as follows:

|    | BIDDER                        | BASE BID     | OPTIONAL<br>ALTERNATE BID |
|----|-------------------------------|--------------|---------------------------|
| 1. | Mid City Corporation          | \$222,067.50 | \$232,777.50              |
| 2. | UPI, LLC.                     | \$226,988.00 | \$230,813.00              |
| 3. | Globe Contractors, Inc.       | \$257,430.00 | \$285,370.00              |
| 4. | Super Excavators, Inc.        | \$269,430.00 | N/A                       |
| 5. | A.W. Oakes & Sons, Inc.       | \$296,825.00 | \$449,825.00              |
| 6. | Vinton Construction           | \$317,810.00 | \$328,520.00              |
| 7. | American Sewer Services, Inc. | \$553,700.00 | \$584,300.00              |

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors
3. Low bidder has successfully completed similar projects.
4. The Base Bid for this project was for PVC Water Main material. The Optional Alternate Bid allowed the Bidder to propose to use Ductile Iron Water Main material. Due to project costs and various supply chain issues, we recommend not using the Optional Alternate Bid and to award the project based on the Base Bid.

On these bases, we recommend that Mid City Corporation be awarded the Port Washington Road Water Main Relay contract, in the amount of \$222,067.50. This amount is based on the Base Bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the Village of Fox Point include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Village approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at



Letter to Mr. Scott Brandmeier  
Port Washington Road Water Main Relay  
December 7, 2022  
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the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until February 4, 2023, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink that reads 'Brennen E. Fischer'.

Digitally signed by Brennen E. Fischer  
Date: 2022.12.07 11:40:39 -06'00'

Brennen E. Fischer, P.E., CFM  
Project Engineer  
[bfischer@ruekert-mielke.com](mailto:bfischer@ruekert-mielke.com)

BEF:acI

Encl: Notice of Award  
Bid Tabulation

cc: Kelly Meier, Village of Fox Point

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**NOTICE OF AWARD**

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Date of Issuance: \_\_\_\_\_

|                                                 |                                      |
|-------------------------------------------------|--------------------------------------|
| Contract: Port Washington Road Water Main Relay | Owner: Village of Fox Point          |
| Bidder: Mid City Corporation                    | Engineer: Ruekert & Mielke, Inc.     |
| Address: 12930 W. Custer Avenue                 | Engineer's Project No.: 45-10012.200 |
| Butler, WI 53007                                |                                      |

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**TO BIDDER:**

You are notified that your Bid dated December 6, 2022 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

**Port Washington Road Water Main Relay**

The Contract Price of your Contract is: \$ 222,067.50

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond and other Bonds as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

---

Owner: Village of Fox Point

Signature: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer



COST COMPARISON OF BIDDERS

OWNER: Village of Fox Point  
PROJECT: Port Washington Road Water Main Relay  
BID OPENING DATE: December 6, 2022

| BASE BID                                     |                                                              |      |      |                      |  |             |  |                         |  | UPI, LLC               |  |              |              | Globe Contractors, Inc. |              |              |              | Super Excavators, Inc. |              |              |              |
|----------------------------------------------|--------------------------------------------------------------|------|------|----------------------|--|-------------|--|-------------------------|--|------------------------|--|--------------|--------------|-------------------------|--------------|--------------|--------------|------------------------|--------------|--------------|--------------|
| ITEM #                                       | ITEM DESCRIPTION                                             | UNIT | QTY. | Mid City Corporation |  | UPI, LLC    |  | Globe Contractors, Inc. |  | Super Excavators, Inc. |  | UNIT \$      | TOTAL        | UNIT \$                 | TOTAL        | UNIT \$      | TOTAL        | UNIT \$                | TOTAL        | UNIT \$      | TOTAL        |
| 1                                            | Mobilization                                                 | L.S. | 1    | \$500.00             |  | \$500.00    |  | \$500.00                |  | \$7,500.00             |  | \$15,000.00  | \$7,500.00   | \$15,000.00             | \$15,000.00  | \$21,400.00  | \$21,400.00  | \$21,400.00            | \$21,400.00  | \$21,400.00  | \$21,400.00  |
| 2                                            | Traffic Control                                              | L.S. | 1    | \$500.00             |  | \$500.00    |  | \$500.00                |  | \$10,805.00            |  | \$6,000.00   | \$10,805.00  | \$6,000.00              | \$6,000.00   | \$5,000.00   | \$5,000.00   | \$5,000.00             | \$5,000.00   | \$5,000.00   | \$5,000.00   |
| 3                                            | Silt Fence                                                   | L.F. | 475  | \$2.50               |  | \$1,187.50  |  | \$2,750.00              |  | \$2,750.00             |  | \$6.00       | \$1,187.50   | \$6.00                  | \$2,850.00   | \$5.00       | \$2,375.00   | \$5.00                 | \$2,375.00   | \$5.00       | \$2,375.00   |
| 4                                            | Inlet Sediment Guard, Type D                                 | E.A. | 9    | \$145.00             |  | \$1,305.00  |  | \$1,305.00              |  | \$155.00               |  | \$150.00     | \$1,305.00   | \$150.00                | \$1,350.00   | \$150.00     | \$1,350.00   | \$150.00               | \$1,350.00   | \$150.00     | \$1,350.00   |
| 5                                            | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$9.00               |  | \$8,190.00  |  | \$8,190.00              |  | \$3.50                 |  | \$25.00      | \$8,190.00   | \$25.00                 | \$22,750.00  | \$5.00       | \$4,550.00   | \$5.00                 | \$4,550.00   | \$5.00       | \$4,550.00   |
| 6                                            | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$755.00             |  | \$85,315.00 |  | \$85,315.00             |  | \$645.00               |  | \$620.00     | \$85,315.00  | \$620.00                | \$70,060.00  | \$890.00     | \$100,570.00 | \$890.00               | \$100,570.00 | \$890.00     | \$100,570.00 |
| 7                                            | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$685.00             |  | \$27,400.00 |  | \$27,400.00             |  | \$818.00               |  | \$580.00     | \$32,720.00  | \$580.00                | \$23,200.00  | \$890.00     | \$35,600.00  | \$890.00               | \$35,600.00  | \$890.00     | \$35,600.00  |
| 8                                            | 20-inch Butterfly Valve                                      | E.A. | 1    | \$12,500.00          |  | \$12,500.00 |  | \$12,500.00             |  | \$14,480.75            |  | \$20,000.00  | \$14,480.75  | \$20,000.00             | \$20,000.00  | \$12,000.00  | \$12,000.00  | \$12,000.00            | \$12,000.00  | \$12,000.00  | \$12,000.00  |
| 9                                            | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$90.00              |  | \$9,630.00  |  | \$9,630.00              |  | \$41.00                |  | \$100.00     | \$4,387.00   | \$100.00                | \$10,700.00  | \$35.00      | \$3,745.00   | \$35.00                | \$3,745.00   | \$35.00      | \$3,745.00   |
| 10                                           | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$300.00             |  | \$36,000.00 |  | \$36,000.00             |  | \$181.00               |  | \$380.00     | \$21,720.00  | \$380.00                | \$45,600.00  | \$400.00     | \$48,000.00  | \$400.00               | \$48,000.00  | \$400.00     | \$48,000.00  |
| 11                                           | Detector Wire and Locator Box for Water Main                 | E.A. | 2    | \$35.00              |  | \$70.00     |  | \$70.00                 |  | \$465.00               |  | \$600.00     | \$930.00     | \$600.00                | \$1,200.00   | \$40.00      | \$80.00      | \$40.00                | \$80.00      | \$40.00      | \$80.00      |
| 12                                           | 15 lb. Magnesium Anode                                       | E.A. | 5    | \$250.00             |  | \$1,250.00  |  | \$1,250.00              |  | \$639.00               |  | \$500.00     | \$3,195.00   | \$500.00                | \$2,500.00   | \$250.00     | \$1,250.00   | \$250.00               | \$1,250.00   | \$250.00     | \$1,250.00   |
| 13                                           | Remove and Reinstall Storm Manhole                           | E.A. | 1    | \$5,500.00           |  | \$5,500.00  |  | \$5,500.00              |  | \$5,509.00             |  | \$5,000.00   | \$5,509.00   | \$5,000.00              | \$5,000.00   | \$500.00     | \$500.00     | \$500.00               | \$500.00     | \$500.00     | \$500.00     |
| 14                                           | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00               |  | \$600.00    |  | \$600.00                |  | \$5.00                 |  | \$8.00       | \$600.00     | \$8.00                  | \$960.00     | \$10.00      | \$1,200.00   | \$10.00                | \$1,200.00   | \$10.00      | \$1,200.00   |
| 15                                           | Crushed Aggregate Base Course                                | TON  | 12   | \$10.00              |  | \$120.00    |  | \$120.00                |  | \$85.00                |  | \$80.00      | \$1,020.00   | \$80.00                 | \$960.00     | \$30.00      | \$360.00     | \$30.00                | \$360.00     | \$30.00      | \$360.00     |
| 16                                           | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$65.00              |  | \$4,550.00  |  | \$4,550.00              |  | \$100.00               |  | \$80.00      | \$7,000.00   | \$80.00                 | \$5,600.00   | \$75.00      | \$5,250.00   | \$75.00                | \$5,250.00   | \$75.00      | \$5,250.00   |
| 17                                           | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$180.00             |  | \$10,800.00 |  | \$10,800.00             |  | \$220.00               |  | \$120.00     | \$13,200.00  | \$120.00                | \$7,200.00   | \$150.00     | \$9,000.00   | \$150.00               | \$9,000.00   | \$150.00     | \$9,000.00   |
| 18                                           | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00          |  | \$10,000.00 |  | \$10,000.00             |  | \$210.00               |  | \$75.00      | \$10,210.00  | \$75.00                 | \$3,000.00   | \$130.00     | \$5,200.00   | \$130.00               | \$5,200.00   | \$130.00     | \$5,200.00   |
| 19                                           | Trench bridging (if ordered by Engineer)                     | L.F. | 40   | \$110.00             |  | \$4,400.00  |  | \$4,400.00              |  | \$135.00               |  | \$70.00      | \$6,750.00   | \$70.00                 | \$3,500.00   | \$40.00      | \$2,000.00   | \$40.00                | \$2,000.00   | \$40.00      | \$2,000.00   |
| 20                                           | Precast Concrete Barrier (if ordered by Engineer)            | L.F. | 50   | \$45.00              |  | \$2,250.00  |  | \$2,250.00              |  | \$222,067.50           |  | \$226,988.00 | \$226,988.00 | \$226,988.00            | \$226,988.00 | \$226,988.00 | \$226,988.00 | \$226,988.00           | \$226,988.00 | \$226,988.00 | \$226,988.00 |
| TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20) |                                                              |      |      |                      |  |             |  |                         |  |                        |  |              | \$226,988.00 |                         | \$226,988.00 |              | \$226,988.00 |                        | \$226,988.00 |              | \$226,988.00 |

| OPTIONAL ALTERNATE BID                                            |                                                                            |      |     |          |  |             |  |             |  | UPI, LLC |  |          |              | Globe Contractors, Inc. |              |          |              | Super Excavators, Inc. |              |          |              |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|----------|--|-------------|--|-------------|--|----------|--|----------|--------------|-------------------------|--------------|----------|--------------|------------------------|--------------|----------|--------------|
| 6                                                                 | Total of All Estimated Prices (Items 1-20)                                 |      |     |          |  |             |  |             |  |          |  |          | \$226,988.00 |                         | \$226,988.00 |          | \$226,988.00 |                        | \$226,988.00 |          | \$226,988.00 |
| 7                                                                 | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | \$755.00 |  | \$85,315.00 |  | \$85,315.00 |  | \$645.00 |  | \$620.00 | \$85,315.00  | \$620.00                | \$70,060.00  | \$890.00 | \$100,570.00 | \$890.00               | \$100,570.00 | \$890.00 | \$100,570.00 |
| 8                                                                 | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | \$685.00 |  | \$27,400.00 |  | \$27,400.00 |  | \$818.00 |  | \$580.00 | \$32,720.00  | \$580.00                | \$23,200.00  | \$890.00 | \$35,600.00  | \$890.00               | \$35,600.00  | \$890.00 | \$35,600.00  |
| 9                                                                 | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$825.00 |  | \$93,225.00 |  | \$93,225.00 |  | \$670.00 |  | \$800.00 | \$93,225.00  | \$800.00                | \$90,400.00  | \$900.00 | \$101,900.00 | \$900.00               | \$101,900.00 | \$900.00 | \$101,900.00 |
| 10                                                                | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$755.00 |  | \$30,200.00 |  | \$30,200.00 |  | \$843.00 |  | \$770.00 | \$33,720.00  | \$770.00                | \$30,800.00  | \$840.00 | \$33,600.00  | \$840.00               | \$33,600.00  | \$840.00 | \$33,600.00  |
| TOTAL OF ESTIMATED & ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, & 8-20) |                                                                            |      |     |          |  |             |  |             |  |          |  |          | \$230,813.00 |                         | \$230,813.00 |          | \$230,813.00 |                        | \$230,813.00 |          | \$230,813.00 |



# COST COMPARISON OF BIDDERS

OWNER: Village of Fox Point  
PROJECT: Port Washington Road Water Main Relay  
BID OPENING DATE: December 6, 2022

| BASE BID                                     |                                                              |      |      | A.W. Oakes & Sons, Inc. |              | Vinton Construction |              | American Sewer Services, Inc. |              |
|----------------------------------------------|--------------------------------------------------------------|------|------|-------------------------|--------------|---------------------|--------------|-------------------------------|--------------|
| ITEM #                                       | ITEM DESCRIPTION                                             | UNIT | QTY. | UNIT \$                 | TOTAL        | UNIT \$             | TOTAL        | UNIT \$                       | TOTAL        |
| 1                                            | Mobilization                                                 | L.S. | 1    | \$41,000.00             | \$41,000.00  | \$45,000.00         | \$45,000.00  | \$20,000.00                   | \$20,000.00  |
| 2                                            | Traffic Control                                              | L.S. | 1    | \$5,300.00              | \$5,300.00   | \$4,500.00          | \$4,500.00   | \$10,000.00                   | \$10,000.00  |
| 3                                            | Silt Fence                                                   | L.F. | 475  | \$4.00                  | \$1,900.00   | \$3.00              | \$1,425.00   | \$10.00                       | \$4,750.00   |
| 4                                            | Inlet Sediment Guard, Type D                                 | EA.  | 9    | \$150.00                | \$1,350.00   | \$125.00            | \$1,125.00   | \$500.00                      | \$4,500.00   |
| 5                                            | Topsoli, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$8.00                  | \$7,280.00   | \$7.10              | \$6,461.00   | \$25.00                       | \$22,750.00  |
| 6                                            | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$940.00                | \$106,220.00 | \$932.00            | \$105,316.00 | \$1,500.00                    | \$169,500.00 |
| 7                                            | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$1,125.00              | \$45,000.00  | \$832.00            | \$33,280.00  | \$1,500.00                    | \$60,000.00  |
| 8                                            | 20-inch Butterfly Valve                                      | EA.  | 1    | \$11,250.00             | \$11,250.00  | \$10,575.00         | \$10,575.00  | \$32,000.00                   | \$32,000.00  |
| 9                                            | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$75.00                 | \$8,025.00   | \$102.00            | \$10,914.00  | \$700.00                      | \$74,900.00  |
| 10                                           | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$240.00                | \$28,800.00  | \$528.00            | \$63,360.00  | \$700.00                      | \$84,000.00  |
| 11                                           | Detector Wire and Locator Box for Water Main                 | EA.  | 2    | \$500.00                | \$1,000.00   | \$452.00            | \$904.00     | \$1,000.00                    | \$2,000.00   |
| 12                                           | 15 lb. Magnesium Anode                                       | EA.  | 5    | \$440.00                | \$2,200.00   | \$625.00            | \$3,125.00   | \$500.00                      | \$2,500.00   |
| 13                                           | Remove and Reinstall Storm Manhole                           | EA.  | 1    | \$8,000.00              | \$8,000.00   | \$6,955.00          | \$6,955.00   | \$20,000.00                   | \$20,000.00  |
| 14                                           | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00                  | \$600.00     | \$6.00              | \$720.00     | \$10.00                       | \$1,200.00   |
| 15                                           | Crushed Aggregate Base Course                                | TON  | 12   | \$50.00                 | \$600.00     | \$50.00             | \$600.00     | \$50.00                       | \$600.00     |
| 16                                           | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$100.00                | \$7,000.00   | \$75.00             | \$5,250.00   | \$200.00                      | \$14,000.00  |
| 17                                           | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$150.00                | \$9,000.00   | \$80.00             | \$4,800.00   | \$200.00                      | \$12,000.00  |
| 18                                           | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00             | \$10,000.00  | \$10,000.00         | \$10,000.00  | \$10,000.00                   | \$10,000.00  |
| 19                                           | Trench bridging (if ordered by Engineer)                     | L.F. | 40   | \$20.00                 | \$800.00     | \$50.00             | \$2,000.00   | \$100.00                      | \$4,000.00   |
| 20                                           | Precast Concrete Barrier (if ordered by Engineer)            | L.F. | 50   | \$30.00                 | \$1,500.00   | \$30.00             | \$1,500.00   | \$100.00                      | \$5,000.00   |
| TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20) |                                                              |      |      |                         | \$296,825.00 |                     | \$317,810.00 |                               | \$553,700.00 |

| OPTIONAL ALTERNATE BID                                            |                                                                            |      |     | A.W. Oakes & Sons, Inc. |                | Vinton Construction |                | American Sewer Services, Inc. |                |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|-------------------------|----------------|---------------------|----------------|-------------------------------|----------------|
|                                                                   | Total of All Estimated Prices (Items 1-20)                                 |      |     |                         | \$296,825.00   |                     | \$317,810.00   |                               | \$553,700.00   |
| 6                                                                 | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | (\$940.00)              | (\$106,220.00) | (\$932.00)          | (\$105,316.00) | (\$1,500.00)                  | (\$169,500.00) |
| 7                                                                 | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | (\$1,125.00)            | (\$45,000.00)  | (\$832.00)          | (\$33,280.00)  | (\$1,500.00)                  | (\$60,000.00)  |
| 6A                                                                | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$1,940.00              | \$219,220.00   | \$1,002.00          | \$113,226.00   | \$1,700.00                    | \$192,100.00   |
| 7A                                                                | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$2,125.00              | \$85,000.00    | \$902.00            | \$36,080.00    | \$1,700.00                    | \$68,000.00    |
| TOTAL OF ESTIMATED & ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, & 8-20) |                                                                            |      |     |                         | \$449,825.00   |                     | \$328,520.00   |                               | \$584,300.00   |

**COST COMPARISON OF BIDDERS**

OWNER: Village of Fox Point  
PROJECT: Port Washington Road Water Main Relay  
BID OPENING DATE: December 6, 2022

| BASE BID                                            |                                                              |      |      | Mid City Corporation |                     | UPI, LLC    |                     | Globe Contractors, Inc. |                     | Super Excavators, Inc. |                     |
|-----------------------------------------------------|--------------------------------------------------------------|------|------|----------------------|---------------------|-------------|---------------------|-------------------------|---------------------|------------------------|---------------------|
| ITEM #                                              | ITEM DESCRIPTION                                             | UNIT | QTY. | UNIT \$              | TOTAL               | UNIT \$     | TOTAL               | UNIT \$                 | TOTAL               | UNIT \$                | TOTAL               |
| 1                                                   | Mobilization                                                 | L.S. | 1    | \$500.00             | \$500.00            | \$7,500.00  | \$7,500.00          | \$15,000.00             | \$15,000.00         | \$21,400.00            | \$21,400.00         |
| 2                                                   | Traffic Control                                              | L.S. | 1    | \$500.00             | \$500.00            | \$10,805.00 | \$10,805.00         | \$6,000.00              | \$6,000.00          | \$5,000.00             | \$5,000.00          |
| 3                                                   | Silt Fence                                                   | L.F. | 475  | \$2.50               | \$1,187.50          | \$2.75      | \$1,306.25          | \$6.00                  | \$2,850.00          | \$5.00                 | \$2,375.00          |
| 4                                                   | Inlet Sediment Guard, Type D                                 | EA.  | 9    | \$145.00             | \$1,305.00          | \$155.00    | \$1,395.00          | \$150.00                | \$1,350.00          | \$150.00               | \$1,350.00          |
| 5                                                   | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$9.00               | \$8,190.00          | \$3.50      | \$3,185.00          | \$25.00                 | \$22,750.00         | \$5.00                 | \$4,550.00          |
| 6                                                   | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$755.00             | \$85,315.00         | \$645.00    | \$72,885.00         | \$620.00                | \$70,060.00         | \$890.00               | \$100,570.00        |
| 7                                                   | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$685.00             | \$27,400.00         | \$818.00    | \$32,720.00         | \$580.00                | \$23,200.00         | \$890.00               | \$35,600.00         |
| 8                                                   | 20-inch Butterfly Valve                                      | EA.  | 1    | \$12,500.00          | \$12,500.00         | \$14,480.75 | \$14,480.75         | \$20,000.00             | \$20,000.00         | \$12,000.00            | \$12,000.00         |
| 9                                                   | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$90.00              | \$9,630.00          | \$41.00     | \$4,387.00          | \$100.00                | \$10,700.00         | \$35.00                | \$3,745.00          |
| 10                                                  | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$300.00             | \$36,000.00         | \$181.00    | \$21,720.00         | \$380.00                | \$45,600.00         | \$400.00               | \$48,000.00         |
| 11                                                  | Detector Wire and Locator Box for Water Main                 | EA.  | 2    | \$35.00              | \$70.00             | \$465.00    | \$930.00            | \$600.00                | \$1,200.00          | \$40.00                | \$80.00             |
| 12                                                  | 15 lb. Magnesium Anode                                       | EA.  | 5    | \$250.00             | \$1,250.00          | \$639.00    | \$3,195.00          | \$500.00                | \$2,500.00          | \$250.00               | \$1,250.00          |
| 13                                                  | Remove and Reinstall Storm Manhole                           | EA.  | 1    | \$5,500.00           | \$5,500.00          | \$5,509.00  | \$5,509.00          | \$5,000.00              | \$5,000.00          | \$500.00               | \$500.00            |
| 14                                                  | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00               | \$600.00            | \$5.00      | \$600.00            | \$8.00                  | \$960.00            | \$10.00                | \$1,200.00          |
| 15                                                  | Crushed Aggregate Base Course                                | TON  | 12   | \$10.00              | \$120.00            | \$85.00     | \$1,020.00          | \$80.00                 | \$960.00            | \$30.00                | \$360.00            |
| 16                                                  | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$65.00              | \$4,550.00          | \$100.00    | \$7,000.00          | \$80.00                 | \$5,600.00          | \$75.00                | \$5,250.00          |
| 17                                                  | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$180.00             | \$10,800.00         | \$220.00    | \$13,200.00         | \$120.00                | \$7,200.00          | \$150.00               | \$9,000.00          |
| 18                                                  | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00          | \$10,000.00         | \$10,000.00 | \$10,000.00         | \$10,000.00             | \$10,000.00         | \$10,000.00            | \$10,000.00         |
| 19                                                  | Trench bridging (If ordered by Engineer)                     | L.F. | 40   | \$110.00             | \$4,400.00          | \$210.00    | \$8,400.00          | \$75.00                 | \$3,000.00          | \$130.00               | \$5,200.00          |
| 20                                                  | Precast Concrete Barrier (If ordered by Engineer)            | L.F. | 50   | \$45.00              | \$2,250.00          | \$135.00    | \$6,750.00          | \$70.00                 | \$3,500.00          | \$40.00                | \$2,000.00          |
| <b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20)</b> |                                                              |      |      |                      | <b>\$222,067.50</b> |             | <b>\$226,988.00</b> |                         | <b>\$257,430.00</b> |                        | <b>\$269,430.00</b> |

| OPTIONAL ALTERNATE BID                                                           |                                                                            |      |     | Mid City Corporation |                     | UPI, LLC   |                     | Globe Contractors, Inc. |                     | Super Excavators, Inc. |            |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|----------------------|---------------------|------------|---------------------|-------------------------|---------------------|------------------------|------------|
|                                                                                  |                                                                            |      |     | UNIT                 | TOTAL               | UNIT \$    | TOTAL               | UNIT \$                 | TOTAL               | UNIT \$                | TOTAL      |
| 6                                                                                | Total of All Estimated Prices (Items 1-20)                                 |      |     |                      | \$222,067.50        |            | \$226,988.00        |                         | \$257,430.00        |                        | N/A        |
| 6                                                                                | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | (\$755.00)           | (\$85,315.00)       | (\$645.00) | (\$72,885.00)       | (\$620.00)              | (\$70,060.00)       | N/A                    | N/A        |
| 7                                                                                | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | (\$685.00)           | (\$27,400.00)       | (\$818.00) | (\$32,720.00)       | (\$580.00)              | (\$23,200.00)       | N/A                    | N/A        |
| 6A                                                                               | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$825.00             | \$93,225.00         | \$670.00   | \$75,710.00         | \$800.00                | \$90,400.00         | N/A                    | N/A        |
| 7A                                                                               | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$755.00             | \$30,200.00         | \$843.00   | \$33,720.00         | \$770.00                | \$30,800.00         | N/A                    | N/A        |
| <b>TOTAL OF ESTIMATED &amp; ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, &amp; 8-20)</b> |                                                                            |      |     |                      | <b>\$232,777.50</b> |            | <b>\$230,813.00</b> |                         | <b>\$285,370.00</b> |                        | <b>N/A</b> |



COST COMPARISON OF BIDDERS

OWNER: Village of Fox Point  
PROJECT: Port Washington Road Water Main Relay  
BID OPENING DATE: December 6, 2022

| BASE BID                                     |                                                              |      |      | A.W. Oakes & Sons, Inc. |              | Vinton Construction |              | American Sewer Services, Inc. |              |
|----------------------------------------------|--------------------------------------------------------------|------|------|-------------------------|--------------|---------------------|--------------|-------------------------------|--------------|
| ITEM #                                       | ITEM DESCRIPTION                                             | UNIT | QTY. | UNIT \$                 | TOTAL        | UNIT \$             | TOTAL        | UNIT \$                       | TOTAL        |
| 1                                            | Mobilization                                                 | L.S. | 1    | \$41,000.00             | \$41,000.00  | \$45,000.00         | \$45,000.00  | \$20,000.00                   | \$20,000.00  |
| 2                                            | Traffic Control                                              | L.S. | 1    | \$5,300.00              | \$5,300.00   | \$4,500.00          | \$4,500.00   | \$10,000.00                   | \$10,000.00  |
| 3                                            | Silt Fence                                                   | L.F. | 475  | \$4.00                  | \$1,900.00   | \$3.00              | \$1,425.00   | \$10.00                       | \$4,750.00   |
| 4                                            | Inlet Sediment Guard, Type D                                 | EA.  | 9    | \$150.00                | \$1,350.00   | \$125.00            | \$1,125.00   | \$500.00                      | \$4,500.00   |
| 5                                            | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$8.00                  | \$7,280.00   | \$7.10              | \$6,461.00   | \$25.00                       | \$22,750.00  |
| 6                                            | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$940.00                | \$106,220.00 | \$932.00            | \$105,316.00 | \$1,500.00                    | \$169,500.00 |
| 7                                            | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$1,125.00              | \$45,000.00  | \$832.00            | \$33,280.00  | \$1,500.00                    | \$60,000.00  |
| 8                                            | 20-inch Butterfly Valve                                      | EA.  | 1    | \$11,250.00             | \$11,250.00  | \$10,575.00         | \$10,575.00  | \$32,000.00                   | \$32,000.00  |
| 9                                            | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$75.00                 | \$8,025.00   | \$102.00            | \$10,914.00  | \$700.00                      | \$74,900.00  |
| 10                                           | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$240.00                | \$28,800.00  | \$528.00            | \$63,360.00  | \$700.00                      | \$84,000.00  |
| 11                                           | Detector Wire and Locator Box for Water Main                 | EA.  | 2    | \$500.00                | \$1,000.00   | \$452.00            | \$904.00     | \$1,000.00                    | \$2,000.00   |
| 12                                           | 15 lb. Magnesium Anode                                       | EA.  | 5    | \$440.00                | \$2,200.00   | \$625.00            | \$3,125.00   | \$500.00                      | \$2,500.00   |
| 13                                           | Remove and Reinstall Storm Manhole                           | EA.  | 1    | \$8,000.00              | \$8,000.00   | \$6,955.00          | \$6,955.00   | \$20,000.00                   | \$20,000.00  |
| 14                                           | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00                  | \$600.00     | \$6.00              | \$720.00     | \$10.00                       | \$1,200.00   |
| 15                                           | Crushed Aggregate Base Course                                | TON  | 12   | \$50.00                 | \$600.00     | \$50.00             | \$600.00     | \$50.00                       | \$600.00     |
| 16                                           | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$100.00                | \$7,000.00   | \$75.00             | \$5,250.00   | \$200.00                      | \$14,000.00  |
| 17                                           | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$150.00                | \$9,000.00   | \$80.00             | \$4,800.00   | \$200.00                      | \$12,000.00  |
| 18                                           | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00             | \$10,000.00  | \$10,000.00         | \$10,000.00  | \$10,000.00                   | \$10,000.00  |
| 19                                           | Trench bridging (if ordered by Engineer)                     | L.F. | 40   | \$20.00                 | \$800.00     | \$50.00             | \$2,000.00   | \$100.00                      | \$4,000.00   |
| 20                                           | Precast Concrete Barrier (if ordered by Engineer)            | L.F. | 50   | \$30.00                 | \$1,500.00   | \$30.00             | \$1,500.00   | \$100.00                      | \$5,000.00   |
| TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20) |                                                              |      |      |                         | \$296,825.00 |                     | \$317,810.00 |                               | \$553,700.00 |

| OPTIONAL ALTERNATE BID                                            |                                                                            |      |     | A.W. Oakes & Sons, Inc. |                | Vinton Construction |                | American Sewer Services, Inc. |                |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|-------------------------|----------------|---------------------|----------------|-------------------------------|----------------|
|                                                                   |                                                                            |      |     |                         |                |                     |                |                               |                |
|                                                                   | Total of All Estimated Prices (Items 1-20)                                 |      |     |                         | \$296,825.00   |                     | \$317,810.00   |                               | \$553,700.00   |
| 6                                                                 | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | (\$940.00)              | (\$106,220.00) | (\$932.00)          | (\$105,316.00) | (\$1,500.00)                  | (\$169,500.00) |
| 7                                                                 | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | (\$1,125.00)            | (\$45,000.00)  | (\$832.00)          | (\$33,280.00)  | (\$1,500.00)                  | (\$60,000.00)  |
| 6A                                                                | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$1,940.00              | \$219,220.00   | \$1,002.00          | \$113,226.00   | \$1,700.00                    | \$192,100.00   |
| 7A                                                                | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$2,125.00              | \$85,000.00    | \$902.00            | \$36,080.00    | \$1,700.00                    | \$68,000.00    |
| TOTAL OF ESTIMATED & ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, & 8-20) |                                                                            |      |     |                         | \$449,825.00   |                     | \$328,520.00   |                               | \$584,300.00   |

**Port Washington Road Water Main Relay  
Village of Fox Point  
Preliminary Cost Share Split  
12/6/2022**

|                                                |               |
|------------------------------------------------|---------------|
| Engineering Design Cost (R/M)                  | \$ 24,000.00  |
| Preliminary Construction Cost In Easement      | \$ 70,267.83  |
| Preliminary Construction Cost In Public R.O.W. | \$ 151,799.67 |
| Construction Inspection Cost (R/M)             | \$ 26,674.00  |
| Subtotal Construction and Inspection Cost      | \$ 272,741.50 |

| Cost Share Split by Length of Water Main        | Water Main Impacted Length | Percentage     | Village's Percentage of Total Cost | WisDOT's Percentage of Total Cost |
|-------------------------------------------------|----------------------------|----------------|------------------------------------|-----------------------------------|
| 100% WisDOT Portion <sup>(1)</sup>              | 76                         | 27.84%         | 0.00%                              | 27.84%                            |
| 90% WisDOT / 10% Village Portion <sup>(2)</sup> | 197                        | 72.16%         | 7.22%                              | 64.94%                            |
| <b>Total</b>                                    | <b>273</b>                 | <b>100.00%</b> | <b>7.22%</b>                       | <b>92.78%</b>                     |

| Water Main Design Costs          | Percentage     | Design Cost         | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|----------------------------------|----------------|---------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
| 100% WisDOT Portion              | 27.84%         | \$ 6,681.60         | \$ -                             | \$ 6,681.60                     | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion | 72.16%         | \$ 17,318.40        | \$ -                             | \$ -                            | \$ 1,731.84                           | \$ 15,586.56                         |
| <b>Total</b>                     | <b>100.00%</b> | <b>\$ 24,000.00</b> | <b>\$ -</b>                      | <b>\$ 6,681.60</b>              | <b>\$ 1,731.84</b>                    | <b>\$ 15,586.56</b>                  |

| Water Main Construction Cost <sup>(3)</sup> | Preliminary Construction Cost | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|---------------------------------------------|-------------------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
| 100% WisDOT Portion                         | \$ 70,267.83                  | \$ -                             | \$ 70,267.83                    | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion            | \$ 151,799.67                 | \$ -                             | \$ -                            | \$ 15,179.97                          | \$ 136,619.70                        |
| <b>Total</b>                                | <b>\$ 222,067.50</b>          | <b>\$ -</b>                      | <b>\$ 70,267.83</b>             | <b>\$ 15,179.97</b>                   | <b>\$ 136,619.70</b>                 |

| Water Main Inspection Cost <sup>(3)</sup> | Percentage     | Inspection Cost     | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|-------------------------------------------|----------------|---------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
| 100% WisDOT Portion                       | 27.84%         | \$ 7,426.04         | \$ -                             | \$ 7,426.04                     | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion          | 72.16%         | \$ 19,247.96        | \$ -                             | \$ -                            | \$ 1,924.80                           | \$ 17,323.16                         |
| <b>Total</b>                              | <b>100.00%</b> | <b>\$ 26,674.00</b> | <b>\$ -</b>                      | <b>\$ 7,426.04</b>              | <b>\$ 1,924.80</b>                    | <b>\$ 17,323.16</b>                  |

| Water Main Cost Summary         | Total Cost           | Village Cost        | WisDOT Cost          |
|---------------------------------|----------------------|---------------------|----------------------|
| Water Main Design Cost          | \$ 24,000.00         | \$ 1,731.84         | \$ 22,268.16         |
| Preliminary Construction Cost   | \$ 222,067.50        | \$ 15,179.97        | \$ 206,887.53        |
| Water Main Inspection Cost      | \$ 26,674.00         | \$ 1,924.80         | \$ 24,749.20         |
| <b>Subtotal Water Main Cost</b> | <b>\$ 272,741.50</b> | <b>\$ 18,836.60</b> | <b>\$ 253,904.90</b> |

Footnotes:

(1) Water main impacted by the IH 43 project originally estimated at 48 L.F. by WisDOT. An additional 130 L.F. (78 L.F. total) will need to be relaid and/or remained due to proposed vertical offset.

(2) The 197 L.F. of water main impacted in Public R.O.W. includes 77 L.F. of relaid pipe and 120 L.F. of insulated pipe.

(3) Construction and Inspection Cost estimate will need to be refined based upon actual cost of the pipe relocated.

**Port Washington Road Water Main Relay**  
**Village of Fox Point**  
**Bid Result Estimate**  
**12/6/2022**

| Item No.      | Description                                                  | Unit | Total Estimated Quantity | Estimated Unit Price | Estimated Price | 100% WisDOT Portion          |                           |                                             | 90% WisDOT / 10% Village Portion         |  |  |
|---------------|--------------------------------------------------------------|------|--------------------------|----------------------|-----------------|------------------------------|---------------------------|---------------------------------------------|------------------------------------------|--|--|
|               |                                                              |      |                          |                      |                 | Easement Area Relay Quantity | Easement Area Relay Price | Public R.O.W. Relay and Insulation Quantity | Public R.O.W. Relay and Insulation Price |  |  |
| 1             | Mobilization                                                 | L.S. | 1                        | \$500.00             | \$ 500.00       | 0.33                         | \$ 166.67                 | 0.67                                        | \$ 333.33                                |  |  |
| 2             | Traffic Control                                              | L.S. | 1                        | \$500.00             | \$ 500.00       | 0.33                         | \$ 166.67                 | 0.67                                        | \$ 333.33                                |  |  |
| 3             | Silt Fence                                                   | L.F. | 475                      | \$2.50               | \$ 1,187.50     | 175                          | \$ 437.50                 | 300                                         | \$ 750.00                                |  |  |
| 4             | Inlet Sediment Guard, Type D                                 | E.A. | 9                        | \$145.00             | \$ 1,305.00     | 4                            | \$ 580.00                 | 5                                           | \$ 725.00                                |  |  |
| 5             | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910                      | \$9.00               | \$ 8,190.00     | 253                          | \$ 2,277.00               | 657                                         | \$ 5,913.00                              |  |  |
| 6             | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113                      | \$755.00             | \$ 85,315.00    | 36                           | \$ 27,180.00              | 77                                          | \$ 58,135.00                             |  |  |
| 7             | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40                       | \$685.00             | \$ 27,400.00    | 40                           | \$ 27,400.00              |                                             | \$ -                                     |  |  |
| 8             | 20-inch Butterfly Valve                                      | E.A. | 1                        | \$12,500.00          | \$ 12,500.00    |                              | \$ -                      | 1                                           | \$ 12,500.00                             |  |  |
| 9             | Water Main Insulation on Proposed 20-Inch Water Main Relay   | L.F. | 107                      | \$90.00              | \$ 9,630.00     | 30                           | \$ 2,700.00               | 77                                          | \$ 6,930.00                              |  |  |
| 10            | Water Main Insulation on Existing 20-Inch Water Main         | L.F. | 120                      | \$300.00             | \$ 36,000.00    |                              | \$ -                      | 120                                         | \$ 36,000.00                             |  |  |
| 11            | Detector Wire and Locator Box for Water Main                 | E.A. | 2                        | \$35.00              | \$ 70.00        | 1                            | \$ 35.00                  | 1                                           | \$ 35.00                                 |  |  |
| 12            | 15 lb. Magnesium Anode                                       | E.A. | 5                        | \$250.00             | \$ 1,250.00     | 4                            | \$ 1,000.00               | 1                                           | \$ 250.00                                |  |  |
| 13            | Remove and Reinstall Storm Manhole                           | E.A. | 1                        | \$5,500.00           | \$ 5,500.00     |                              | \$ -                      | 1                                           | \$ 5,500.00                              |  |  |
| 14            | Full Depth Saw Cutting                                       | L.F. | 120                      | \$5.00               | \$ 600.00       |                              | \$ -                      | 120                                         | \$ 600.00                                |  |  |
| 15            | Crushed Aggregate Base Course                                | TON  | 12                       | \$10.00              | \$ 120.00       |                              | \$ -                      | 12                                          | \$ 120.00                                |  |  |
| 16            | Concrete Curb and Gutter Replacement                         | L.F. | 70                       | \$65.00              | \$ 4,550.00     |                              | \$ -                      | 70                                          | \$ 4,550.00                              |  |  |
| 17            | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60                       | \$180.00             | \$ 10,800.00    |                              | \$ -                      | 60                                          | \$ 10,800.00                             |  |  |
| 18            | Water Main Offset Cash Allowance                             | L.S. | 1                        | \$10,000.00          | \$ 10,000.00    | 0.5                          | \$ 5,000.00               | 0.5                                         | \$ 5,000.00                              |  |  |
| 19            | Trench bridging (if ordered by engineer)                     | L.F. | 40                       | \$110.00             | \$ 4,400.00     | 20                           | \$ 2,200.00               | 20                                          | \$ 2,200.00                              |  |  |
| 20            | Precast Concrete Barrier, (if ordered by engineer)           | L.F. | 50                       | \$45.00              | \$ 2,250.00     | 25                           | \$ 1,125.00               | 25                                          | \$ 1,125.00                              |  |  |
| Cost Estimate |                                                              |      |                          |                      | \$ 222,067.50   |                              | \$ 70,267.83              |                                             | \$ 151,799.67                            |  |  |



W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

December 7, 2022

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

RE: Port Washington Road Water Main Relay

Dear Mr. Brandmeier:

Bids for the above project were opened on Tuesday, December 6, 2022 at 11:00 a.m. at the Village of Fox Point office and were as follows:

|    | <b>BIDDER</b>                 | <b>BASE BID</b> | <b>OPTIONAL<br/>ALTERNATE BID</b> |
|----|-------------------------------|-----------------|-----------------------------------|
| 1. | Mid City Corporation          | \$222,067.50    | \$232,777.50                      |
| 2. | UPI, LLC.                     | \$226,988.00    | \$230,813.00                      |
| 3. | Globe Contractors, Inc.       | \$257,430.00    | \$285,370.00                      |
| 4. | Super Excavators, Inc.        | \$269,430.00    | N/A                               |
| 5. | A.W. Oakes & Sons, Inc.       | \$296,825.00    | \$449,825.00                      |
| 6. | Vinton Construction           | \$317,810.00    | \$328,520.00                      |
| 7. | American Sewer Services, Inc. | \$553,700.00    | \$584,300.00                      |

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors
3. Low bidder has successfully completed similar projects.
4. The Base Bid for this project was for PVC Water Main material. The Optional Alternate Bid allowed the Bidder to propose to use Ductile Iron Water Main material. Due to project costs and various supply chain issues, we recommend not using the Optional Alternate Bid and to award the project based on the Base Bid.

On these bases, we recommend that Mid City Corporation be awarded the Port Washington Road Water Main Relay contract, in the amount of \$222,067.50. This amount is based on the Base Bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the Village of Fox Point include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Village approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at



Letter to Mr. Scott Brandmeier  
Port Washington Road Water Main Relay  
December 7, 2022  
Page 2

the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until February 4, 2023, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

Brennen E. Fischer, P.E., CFM  
Project Engineer  
[bfischer@ruekert-mielke.com](mailto:bfischer@ruekert-mielke.com)

BEF:acI

Encl: Notice of Award  
Bid Tabulation

cc: Kelly Meier, Village of Fox Point

**NOTICE OF AWARD**

---

Date of Issuance: \_\_\_\_\_

|           |                                            |                         |                        |
|-----------|--------------------------------------------|-------------------------|------------------------|
| Contract: | Port Washington Road Water Main Relay      | Owner:                  | Village of Fox Point   |
| Bidder:   | Mid City Corporation                       | Engineer:               | Ruekert & Mielke, Inc. |
| Address:  | 12930 W. Custer Avenue<br>Butler, WI 53007 | Engineer's Project No.: | 45-10012.200           |

---

**TO BIDDER:**

You are notified that your Bid dated December 6, 2022 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

**Port Washington Road Water Main Relay**

The Contract Price of your Contract is: \$ 222,067.50

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond and other Bonds as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

---

Owner: Village of Fox Point

Signature: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

**COST COMPARISON OF BIDDERS**

**OWNER:** Village of Fox Point  
**PROJECT:** Port Washington Road Water Main Relay  
**BID OPENING DATE:** December 6, 2022

| BASE BID                                            |                                                              |      |      | Mid City Corporation |                     | UPI, LLC    |                     | Globe Contractors, Inc. |                     | Super Excavators, Inc. |                     |
|-----------------------------------------------------|--------------------------------------------------------------|------|------|----------------------|---------------------|-------------|---------------------|-------------------------|---------------------|------------------------|---------------------|
| ITEM #                                              | ITEM DESCRIPTION                                             | UNIT | QTY. | UNIT \$              | TOTAL               | UNIT \$     | TOTAL               | UNIT \$                 | TOTAL               | UNIT \$                | TOTAL               |
| 1                                                   | Mobilization                                                 | L.S. | 1    | \$500.00             | \$500.00            | \$7,500.00  | \$7,500.00          | \$15,000.00             | \$15,000.00         | \$21,400.00            | \$21,400.00         |
| 2                                                   | Traffic Control                                              | L.S. | 1    | \$500.00             | \$500.00            | \$10,805.00 | \$10,805.00         | \$6,000.00              | \$6,000.00          | \$5,000.00             | \$5,000.00          |
| 3                                                   | Silt Fence                                                   | L.F. | 475  | \$2.50               | \$1,187.50          | \$2.75      | \$1,306.25          | \$6.00                  | \$2,850.00          | \$5.00                 | \$2,375.00          |
| 4                                                   | Inlet Sediment Guard, Type D                                 | EA.  | 9    | \$145.00             | \$1,305.00          | \$155.00    | \$1,395.00          | \$150.00                | \$1,350.00          | \$150.00               | \$1,350.00          |
| 5                                                   | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$9.00               | \$8,190.00          | \$3.50      | \$3,185.00          | \$25.00                 | \$22,750.00         | \$5.00                 | \$4,550.00          |
| 6                                                   | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$755.00             | \$85,315.00         | \$645.00    | \$72,885.00         | \$620.00                | \$70,060.00         | \$890.00               | \$100,570.00        |
| 7                                                   | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$685.00             | \$27,400.00         | \$818.00    | \$32,720.00         | \$580.00                | \$23,200.00         | \$890.00               | \$35,600.00         |
| 8                                                   | 20-inch Butterfly Valve                                      | EA.  | 1    | \$12,500.00          | \$12,500.00         | \$14,480.75 | \$14,480.75         | \$20,000.00             | \$20,000.00         | \$12,000.00            | \$12,000.00         |
| 9                                                   | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$90.00              | \$9,630.00          | \$41.00     | \$4,387.00          | \$100.00                | \$10,700.00         | \$35.00                | \$3,745.00          |
| 10                                                  | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$300.00             | \$36,000.00         | \$181.00    | \$21,720.00         | \$380.00                | \$45,600.00         | \$400.00               | \$48,000.00         |
| 11                                                  | Detector Wire and Locator Box for Water Main                 | EA.  | 2    | \$35.00              | \$70.00             | \$465.00    | \$930.00            | \$600.00                | \$1,200.00          | \$40.00                | \$80.00             |
| 12                                                  | 15 lb. Magnesium Anode                                       | EA.  | 5    | \$250.00             | \$1,250.00          | \$639.00    | \$3,195.00          | \$500.00                | \$2,500.00          | \$250.00               | \$1,250.00          |
| 13                                                  | Remove and Reinstall Storm Manhole                           | EA.  | 1    | \$5,500.00           | \$5,500.00          | \$5,509.00  | \$5,509.00          | \$5,000.00              | \$5,000.00          | \$500.00               | \$500.00            |
| 14                                                  | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00               | \$600.00            | \$5.00      | \$600.00            | \$8.00                  | \$960.00            | \$10.00                | \$1,200.00          |
| 15                                                  | Crushed Aggregate Base Course                                | TON  | 12   | \$10.00              | \$120.00            | \$85.00     | \$1,020.00          | \$80.00                 | \$960.00            | \$30.00                | \$360.00            |
| 16                                                  | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$65.00              | \$4,550.00          | \$100.00    | \$7,000.00          | \$80.00                 | \$5,600.00          | \$75.00                | \$5,250.00          |
| 17                                                  | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$180.00             | \$10,800.00         | \$220.00    | \$13,200.00         | \$120.00                | \$7,200.00          | \$150.00               | \$9,000.00          |
| 18                                                  | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00          | \$10,000.00         | \$10,000.00 | \$10,000.00         | \$10,000.00             | \$10,000.00         | \$10,000.00            | \$10,000.00         |
| 19                                                  | Trench bridging (if ordered by Engineer)                     | L.F. | 40   | \$110.00             | \$4,400.00          | \$210.00    | \$8,400.00          | \$75.00                 | \$3,000.00          | \$130.00               | \$5,200.00          |
| 20                                                  | Precast Concrete Barrier (if ordered by Engineer)            | L.F. | 50   | \$45.00              | \$2,250.00          | \$135.00    | \$6,750.00          | \$70.00                 | \$3,500.00          | \$40.00                | \$2,000.00          |
| <b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20)</b> |                                                              |      |      |                      | <b>\$222,067.50</b> |             | <b>\$226,988.00</b> |                         | <b>\$257,430.00</b> |                        | <b>\$269,430.00</b> |

| OPTIONAL ALTERNATE BID                                                           |                                                                            |      |     | Mid City Corporation |                     | UPI, LLC   |                     | Globe Contractors, Inc. |                     | Super Excavators, Inc. |            |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|----------------------|---------------------|------------|---------------------|-------------------------|---------------------|------------------------|------------|
|                                                                                  | Total of All Estimated Prices (Items 1-20)                                 |      |     |                      | \$222,067.50        |            | \$226,988.00        |                         | \$257,430.00        | N/A                    | N/A        |
| 6                                                                                | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | (\$755.00)           | (\$85,315.00)       | (\$645.00) | (\$72,885.00)       | (\$620.00)              | (\$70,060.00)       | N/A                    | N/A        |
| 7                                                                                | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | (\$685.00)           | (\$27,400.00)       | (\$818.00) | (\$32,720.00)       | (\$580.00)              | (\$23,200.00)       | N/A                    | N/A        |
| 6A                                                                               | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$825.00             | \$93,225.00         | \$670.00   | \$75,710.00         | \$800.00                | \$90,400.00         | N/A                    | N/A        |
| 7A                                                                               | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$755.00             | \$30,200.00         | \$843.00   | \$33,720.00         | \$770.00                | \$30,800.00         | N/A                    | N/A        |
| <b>TOTAL OF ESTIMATED &amp; ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, &amp; 8-20)</b> |                                                                            |      |     |                      | <b>\$232,777.50</b> |            | <b>\$230,813.00</b> |                         | <b>\$285,370.00</b> |                        | <b>N/A</b> |



W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

### COST COMPARISON OF BIDDERS

OWNER: Village of Fox Point  
PROJECT: Port Washington Road Water Main Relay  
BID OPENING DATE: December 6, 2022

| BASE BID                                            |                                                              |      |      | A.W. Oakes & Sons, Inc. |                     | Vinton Construction |                     | American Sewer Services, Inc. |                     |
|-----------------------------------------------------|--------------------------------------------------------------|------|------|-------------------------|---------------------|---------------------|---------------------|-------------------------------|---------------------|
| ITEM #                                              | ITEM DESCRIPTION                                             | UNIT | QTY. | UNIT \$                 | TOTAL               | UNIT \$             | TOTAL               | UNIT \$                       | TOTAL               |
| 1                                                   | Mobilization                                                 | L.S. | 1    | \$41,000.00             | \$41,000.00         | \$45,000.00         | \$45,000.00         | \$20,000.00                   | \$20,000.00         |
| 2                                                   | Traffic Control                                              | L.S. | 1    | \$5,300.00              | \$5,300.00          | \$4,500.00          | \$4,500.00          | \$10,000.00                   | \$10,000.00         |
| 3                                                   | Silt Fence                                                   | L.F. | 475  | \$4.00                  | \$1,900.00          | \$3.00              | \$1,425.00          | \$10.00                       | \$4,750.00          |
| 4                                                   | Inlet Sediment Guard, Type D                                 | EA.  | 9    | \$150.00                | \$1,350.00          | \$125.00            | \$1,125.00          | \$500.00                      | \$4,500.00          |
| 5                                                   | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910  | \$8.00                  | \$7,280.00          | \$7.10              | \$6,461.00          | \$25.00                       | \$22,750.00         |
| 6                                                   | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113  | \$940.00                | \$106,220.00        | \$932.00            | \$105,316.00        | \$1,500.00                    | \$169,500.00        |
| 7                                                   | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40   | \$1,125.00              | \$45,000.00         | \$832.00            | \$33,280.00         | \$1,500.00                    | \$60,000.00         |
| 8                                                   | 20-inch Butterfly Valve                                      | EA.  | 1    | \$11,250.00             | \$11,250.00         | \$10,575.00         | \$10,575.00         | \$32,000.00                   | \$32,000.00         |
| 9                                                   | Water Main Insulation on Proposed 20-inch Water Main Relay   | L.F. | 107  | \$75.00                 | \$8,025.00          | \$102.00            | \$10,914.00         | \$700.00                      | \$74,900.00         |
| 10                                                  | Water Main Insulation on Existing 20-inch Water Main         | L.F. | 120  | \$240.00                | \$28,800.00         | \$528.00            | \$63,360.00         | \$700.00                      | \$84,000.00         |
| 11                                                  | Detector Wire and Locator Box for Water Main                 | EA.  | 2    | \$500.00                | \$1,000.00          | \$452.00            | \$904.00            | \$1,000.00                    | \$2,000.00          |
| 12                                                  | 15 lb. Magnesium Anode                                       | EA.  | 5    | \$440.00                | \$2,200.00          | \$625.00            | \$3,125.00          | \$500.00                      | \$2,500.00          |
| 13                                                  | Remove and Reinstall Storm Manhole                           | EA.  | 1    | \$8,000.00              | \$8,000.00          | \$6,955.00          | \$6,955.00          | \$20,000.00                   | \$20,000.00         |
| 14                                                  | Full Depth Saw Cutting                                       | L.F. | 120  | \$5.00                  | \$600.00            | \$6.00              | \$720.00            | \$10.00                       | \$1,200.00          |
| 15                                                  | Crushed Aggregate Base Course                                | TON  | 12   | \$50.00                 | \$600.00            | \$50.00             | \$600.00            | \$50.00                       | \$600.00            |
| 16                                                  | Concrete Curb and Gutter Replacement                         | L.F. | 70   | \$100.00                | \$7,000.00          | \$75.00             | \$5,250.00          | \$200.00                      | \$14,000.00         |
| 17                                                  | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60   | \$150.00                | \$9,000.00          | \$80.00             | \$4,800.00          | \$200.00                      | \$12,000.00         |
| 18                                                  | Water Main Offset Cash Allowance                             | L.S. | 1    | \$10,000.00             | \$10,000.00         | \$10,000.00         | \$10,000.00         | \$10,000.00                   | \$10,000.00         |
| 19                                                  | Trench bridging (if ordered by Engineer)                     | L.F. | 40   | \$20.00                 | \$800.00            | \$50.00             | \$2,000.00          | \$100.00                      | \$4,000.00          |
| 20                                                  | Precast Concrete Barrier (if ordered by Engineer)            | L.F. | 50   | \$30.00                 | \$1,500.00          | \$30.00             | \$1,500.00          | \$100.00                      | \$5,000.00          |
| <b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 20)</b> |                                                              |      |      |                         | <b>\$296,825.00</b> |                     | <b>\$317,810.00</b> |                               | <b>\$553,700.00</b> |

| OPTIONAL ALTERNATE BID                                                           |                                                                            |      |     | A.W. Oakes & Sons, Inc. |                     | Vinton Construction |                     | American Sewer Services, Inc. |                     |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|------|-----|-------------------------|---------------------|---------------------|---------------------|-------------------------------|---------------------|
|                                                                                  | Total of All Estimated Prices (Items 1-20)                                 |      |     |                         | \$296,825.00        |                     | \$317,810.00        |                               | \$553,700.00        |
| 6                                                                                | Less 20-inch PVC Water Main w/ Slurry Backfill                             | L.F. | 113 | (\$940.00)              | (\$106,220.00)      | (\$932.00)          | (\$105,316.00)      | (\$1,500.00)                  | (\$169,500.00)      |
| 7                                                                                | Less 20-inch PVC Water Main w/ Granular Backfill                           | L.F. | 40  | (\$1,125.00)            | (\$45,000.00)       | (\$832.00)          | (\$33,280.00)       | (\$1,500.00)                  | (\$60,000.00)       |
| 6A                                                                               | 20-inch Ductile Iron Water Main w/ Slurry Backfill in lieu of Bid Item 6   | L.F. | 113 | \$1,940.00              | \$219,220.00        | \$1,002.00          | \$113,226.00        | \$1,700.00                    | \$192,100.00        |
| 7A                                                                               | 20-inch Ductile Iron Water Main w/ Granular Backfill in lieu of Bid Item 7 | L.F. | 40  | \$2,125.00              | \$85,000.00         | \$902.00            | \$36,080.00         | \$1,700.00                    | \$68,000.00         |
| <b>TOTAL OF ESTIMATED &amp; ALTERNATE PRICES (ITEMS 1-5, 6A, 7A, &amp; 8-20)</b> |                                                                            |      |     |                         | <b>\$449,825.00</b> |                     | <b>\$328,520.00</b> |                               | <b>\$584,300.00</b> |

**Port Washington Road Water Main Relay  
Village of Fox Point  
Preliminary Cost Share Split  
12/6/2022**

|                                                |                      |
|------------------------------------------------|----------------------|
| Engineering Design Cost (R/M)                  | \$ 24,000.00         |
| Preliminary Construction Cost In Easement      | \$ 70,267.83         |
| Preliminary Construction Cost In Public R.O.W. | \$ 151,799.67        |
| Construction Inspection Cost (R/M)             | \$ 26,674.00         |
| Subtotal Construction and Inspection Cost      | \$ <b>272,741.50</b> |

| Cost Share Split by Length of Water Main        | Water Main Impacted Length |                  | Percentage     | Village's Percentage of Total Cost | WisDOT's Percentage of Total Cost |
|-------------------------------------------------|----------------------------|------------------|----------------|------------------------------------|-----------------------------------|
| 100% WisDOT Portion <sup>(1)</sup>              | 76                         | In Easement      | 27.84%         | 0.00%                              | 27.84%                            |
| 90% WisDOT / 10% Village Portion <sup>(2)</sup> | 197                        | In Public R.O.W. | 72.16%         | 7.22%                              | 64.94%                            |
| <b>Total</b>                                    | <b>273</b>                 |                  | <b>100.00%</b> | <b>7.22%</b>                       | <b>92.78%</b>                     |

| Water Main Design Costs          | Percentage     | Design Cost         | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|----------------------------------|----------------|---------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
|                                  |                |                     | 0.00%                            | 100.00%                         | 10.00%                                | 90.00%                               |
| 100% WisDOT Portion              | 27.84%         | \$ 6,681.60         | \$ -                             | \$ 6,681.60                     | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion | 72.16%         | \$ 17,318.40        | \$ -                             | \$ -                            | \$ 1,731.84                           | \$ 15,586.56                         |
| <b>Total</b>                     | <b>100.00%</b> | <b>\$ 24,000.00</b> | <b>\$ -</b>                      | <b>\$ 6,681.60</b>              | <b>\$ 1,731.84</b>                    | <b>\$ 15,586.56</b>                  |

| Water Main Construction Cost <sup>(3)</sup> | Preliminary Construction Cost | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|---------------------------------------------|-------------------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
|                                             |                               | 0.00%                            | 100.00%                         | 10.00%                                | 90.00%                               |
| 100% WisDOT Portion                         | \$ 70,267.83                  | \$ -                             | \$ 70,267.83                    | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion            | \$ 151,799.67                 | \$ -                             | \$ -                            | \$ 15,179.97                          | \$ 136,619.70                        |
| <b>Total</b>                                | <b>\$ 222,067.50</b>          | <b>\$ -</b>                      | <b>\$ 70,267.83</b>             | <b>\$ 15,179.97</b>                   | <b>\$ 136,619.70</b>                 |

| Water Main Inspection Cost <sup>(3)</sup> | Percentage     | Inspection Cost     | Village's Total Cost In Easement | WisDOT's Total Cost In Easement | Village's Total Cost In Public R.O.W. | WisDOT's Total Cost In Public R.O.W. |
|-------------------------------------------|----------------|---------------------|----------------------------------|---------------------------------|---------------------------------------|--------------------------------------|
|                                           |                |                     | 0.00%                            | 100.00%                         | 10.00%                                | 90.00%                               |
| 100% WisDOT Portion                       | 27.84%         | \$ 7,426.04         | \$ -                             | \$ 7,426.04                     | \$ -                                  | \$ -                                 |
| 90% WisDOT / 10% Village Portion          | 72.16%         | \$ 19,247.96        | \$ -                             | \$ -                            | \$ 1,924.80                           | \$ 17,323.16                         |
| <b>Total</b>                              | <b>100.00%</b> | <b>\$ 26,674.00</b> | <b>\$ -</b>                      | <b>\$ 7,426.04</b>              | <b>\$ 1,924.80</b>                    | <b>\$ 17,323.16</b>                  |

| Water Main Cost Summary         | Total Cost    | Village Cost        | WisDOT Cost          |
|---------------------------------|---------------|---------------------|----------------------|
| Water Main Design Cost          | \$ 24,000.00  | \$ 1,731.84         | \$ 22,268.16         |
| Preliminary Construction Cost   | \$ 222,067.50 | \$ 15,179.97        | \$ 206,887.53        |
| Water Main Inspection Cost      | \$ 26,674.00  | \$ 1,924.80         | \$ 24,749.20         |
| <b>Subtotal Water Main Cost</b> |               | <b>\$ 18,836.60</b> | <b>\$ 253,904.90</b> |

Footnotes:

(1) Water main impacted by the IH 43 project originally estimated at 48 L.F. by WisDOT. An additional 30 L.F. (78 L.F. total) will need to be relaid and/or restrained due to proposed vertical offset.

(2) The 197 L.F. of water main impacted in Public R.O.W. includes 77 L.F. of relaid pipe and 120 L.F. of insulated pipe.

(3) Construction and Inspection Cost estimate will need to be refined based upon actual cost of the pipe relocated.

**Port Washington Road Water Main Relay**  
**Village of Fox Point**  
**Bid Result Estimate**  
**12/6/2022**

| Item No.      | Description                                                  | Unit | Total Estimated Quantity | Estimated Unit Price | Estimated Price | 100% WisDOT Portion          |                           | 90% WisDOT / 10% Village Portion            |                                          |
|---------------|--------------------------------------------------------------|------|--------------------------|----------------------|-----------------|------------------------------|---------------------------|---------------------------------------------|------------------------------------------|
|               |                                                              |      |                          |                      |                 | Easement Area Relay Quantity | Easement Area Relay Price | Public R.O.W. Relay and Insulation Quantity | Public R.O.W. Relay and Insulation Price |
| 1             | Mobilization                                                 | L.S. | 1                        | \$500.00             | \$ 500.00       | 0.33                         | \$ 166.67                 | 0.67                                        | \$ 333.33                                |
| 2             | Traffic Control                                              | L.S. | 1                        | \$500.00             | \$ 500.00       | 0.33                         | \$ 166.67                 | 0.67                                        | \$ 333.33                                |
| 3             | Silt Fence                                                   | L.F. | 475                      | \$2.50               | \$ 1,187.50     | 175                          | \$ 437.50                 | 300                                         | \$ 750.00                                |
| 4             | Inlet Sediment Guard, Type D                                 | EA.  | 9                        | \$145.00             | \$ 1,305.00     | 4                            | \$ 580.00                 | 5                                           | \$ 725.00                                |
| 5             | Topsoil, Seed, Fertilizer, Mulch and Type B Soil Stabilizer  | S.Y. | 910                      | \$9.00               | \$ 8,190.00     | 253                          | \$ 2,277.00               | 657                                         | \$ 5,913.00                              |
| 6             | 20-inch PVC Water Main w/ Slurry Backfill                    | L.F. | 113                      | \$755.00             | \$ 85,315.00    | 36                           | \$ 27,180.00              | 77                                          | \$ 58,135.00                             |
| 7             | 20-inch PVC Water Main w/ Granular Backfill                  | L.F. | 40                       | \$685.00             | \$ 27,400.00    | 40                           | \$ 27,400.00              |                                             | \$ -                                     |
| 8             | 20-inch Butterfly Valve                                      | EA.  | 1                        | \$12,500.00          | \$ 12,500.00    |                              | \$ -                      | 1                                           | \$ 12,500.00                             |
| 9             | Water Main Insulation on Proposed 20-Inch Water Main Relay   | L.F. | 107                      | \$90.00              | \$ 9,630.00     | 30                           | \$ 2,700.00               | 77                                          | \$ 6,930.00                              |
| 10            | Water Main Insulation on Existing 20-Inch Water Main         | L.F. | 120                      | \$300.00             | \$ 36,000.00    |                              | \$ -                      | 120                                         | \$ 36,000.00                             |
| 11            | Detector Wire and Locator Box for Water Main                 | EA.  | 2                        | \$35.00              | \$ 70.00        | 1                            | \$ 35.00                  | 1                                           | \$ 35.00                                 |
| 12            | 15 lb. Magnesium Anode                                       | EA.  | 5                        | \$250.00             | \$ 1,250.00     | 4                            | \$ 1,000.00               | 1                                           | \$ 250.00                                |
| 13            | Remove and Reinstall Storm Manhole                           | EA.  | 1                        | \$5,500.00           | \$ 5,500.00     |                              | \$ -                      | 1                                           | \$ 5,500.00                              |
| 14            | Full Depth Saw Cutting                                       | L.F. | 120                      | \$5.00               | \$ 600.00       |                              | \$ -                      | 120                                         | \$ 600.00                                |
| 15            | Crushed Aggregate Base Course                                | TON  | 12                       | \$10.00              | \$ 120.00       |                              | \$ -                      | 12                                          | \$ 120.00                                |
| 16            | Concrete Curb and Gutter Replacement                         | L.F. | 70                       | \$65.00              | \$ 4,550.00     |                              | \$ -                      | 70                                          | \$ 4,550.00                              |
| 17            | High Early Strength Concrete Pavement and Median Replacement | S.Y. | 60                       | \$180.00             | \$ 10,800.00    |                              | \$ -                      | 60                                          | \$ 10,800.00                             |
| 18            | Water Main Offset Cash Allowance                             | L.S. | 1                        | \$10,000.00          | \$ 10,000.00    | 0.5                          | \$ 5,000.00               | 0.5                                         | \$ 5,000.00                              |
| 19            | Trench bridging (if ordered by engineer)                     | L.F. | 40                       | \$110.00             | \$ 4,400.00     | 20                           | \$ 2,200.00               | 20                                          | \$ 2,200.00                              |
| 20            | Precast Concrete Barrier, (if ordered by engineer)           | L.F. | 50                       | \$45.00              | \$ 2,250.00     | 25                           | \$ 1,125.00               | 25                                          | \$ 1,125.00                              |
| Cost Estimate |                                                              |      |                          |                      | \$ 222,067.50   |                              | \$ 70,267.83              |                                             | \$ 151,799.67                            |



## 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 *SBS*  
**Through:** Scott Botcher, Village Manager *SNB*  
**Date:** December 6, 2022  
**Re:** Recommendation for 2023 Forestry Services

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The Village has retained Wachtel Tree Science to serve as its Village Forester and has submitted a proposal to provide all necessary forestry services for 2023 including responding to resident requests, coordinating tree planting activities, and participation in the civic and volunteer groups, among others for an amount not to exceed \$46,500. The cost of the proposal is consistent with prior proposals received from Wachtel and reflects a slightly increased hourly rate as well as the additional work undertaken each of the past few years that have required the execution of a change order.

Village staff has been very pleased with Wachtel Tree Science's performance in providing Village Forester services for Village. Given the firm's performance and the fact that Wachtel Tree Science was the only firm that expressed an interest in serving as the Village Forester when proposals from qualified applicants were sought in 2008, it is my recommendation that the Village Board accept the proposal from Wachtel Tree Science for Village Forester services in 2023 in an amount not to exceed \$46,500 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the General Fund.



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

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the **2023 calendar year**, subject to the following terms and conditions:

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

8. Prepare annual Tree City USA and Bird City Wisconsin applications.
9. Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden Club and participate in the annual International Migratory Bird Day celebration held in May.
10. Assist the Village in any forestry-related public works projects, landscape plan reviews, grant writing and grant administration.
11. Term. The term of this agreement shall be for the calendar year 2023. Either party can terminate this agreement at any time upon thirty (30) days written notice.
12. Payment Terms. The above work shall be at an hourly rate of \$135.00 with estimated hours of 345 for a yearly total of \$46,500. The parties recognize and agree that charges to the Village shall not exceed \$46,500 for the term of this agreement. Wachtel shall provide written notice to the Village Director of Public Works when the number of hours reaches 300, and if it appears that the work contemplated by this agreement cannot be completed within the 345-hour estimate.
13. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor's agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works, or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
14. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF FOX POINT

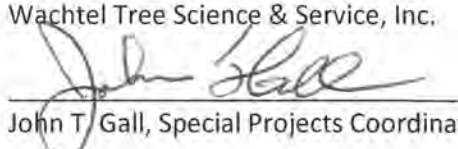
\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Wachtel Tree Science & Service, Inc.

By: \_\_\_\_\_  
John T. Gall, Special Projects Coordinator



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village of Fox Point Village Board  
**From:** Scott Brandmeier, Director of Public Works *SB*  
**Through:** Scott Botcher, Village Manager *SB*  
**CC:** John Gall  
**Date:** December 6, 2022  
**Re:** Recommendation for 2023 Emerald Ash Borer (EAB) Management

---

During budget deliberations in 2012, Village Staff along with our Forester, Wachtel Tree Science (Wachtel), recommended an 8-year Emerald Ash Borer (EAB) Initiative whereby the Village allocate \$154,000 annually to manage, treat and selectively remove ash trees in the Village. The funding for the first year of the EAB Initiative was approved for 2013. The Village completed its eighth year of the program in 2020 but continues EAB management with a less aggressive schedule and has budgeted \$75,000 for 2023 to treat and manage the remaining public ash trees.

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

Wachtel has submitted a proposal in the amount of \$15,000 to perform the EAB Management activities in 2023. The proposed funding is static from the past three years. It is my recommendation that the Village Board accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 to conduct EAB Management activities for the Village and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village with funding to come from the Capital Projects Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT  
AND WACHTEL TREE SCIENCE & SERVICE  
FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES  
EMERALD ASH BORER INITIATIVE - 2023

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

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, the Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2023 calendar year, subject to the following terms and conditions:

**I. For Administration of 2023 Village Budgeted Funds for EAB Activities**

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

1. Utilizing the Village's GIS Street, Park/ Public Property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2023 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.
5. Mark and measure current diameter for trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 111 hours. Our hourly rate is \$135.00 for the Project Manager and \$115 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed. The timetable as has been discussed includes having the ash treatments completed by July 15<sup>th</sup> for trunk injected products, the tree removal contract if

required to be awarded by November 2023 and replanting stock secured by December 2023 for the appropriate spring 2024 planting time.

## **II. Miscellaneous Provisions**

1. Term. The term of this agreement shall be for the calendar year 2023. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$135.00 for Project Manager and \$115.00 for a Staff Certified Arborist with a total cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Wachtel Tree Science & Service, Inc.

By: \_\_\_\_\_  
John T. Gall, Special Projects  
Coordinator



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village of Fox Point Village Board

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

**Through:** Scott Botcher, Village Manager 

**Date:** December 6, 2022

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

---

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

1. Utility mapping. This work includes linking as-built documentation from projects completed in 2022 into our GIS database which includes modification of the location attributes based on the as-built documentation.
2. As-built utility maintenance for additional records provided to Ruekert Mielke of projects that had been completed in 2021 and earlier.
3. Map utility easements that are secured for projects.
4. CCTV video links. Each year a contractor is hired to televise our sanitary sewers. We are beginning to update the GIS database by adding the most current video events to the individual sewer segments.
5. Incorporate telecommunications as-builts into the GIS database, including the permits and locations of the facilities so staff can easily access the locations as opposed to referencing paper maps.
6. Maintenance and hosting of the website by Ruekert Mielke.
7. Miscellaneous training on various features of the program (if needed).
8. Two half day training sessions for new staff to increase effective utilization of this tool.
9. Additional services including WISLR map updates and other services that may be requested throughout the course of the year.

I have reviewed the proposal and find the costs to be reasonable. Of the total cost of \$41,240, \$9,240 is related to the annual hosting and maintenance of the Village GIS database. The remaining approximate \$32,000 is divided into the other tasks and is drafted such that they are charged on a time and materials basis (except the video linking tool) and the costs will reflect the actual hours spent on developing the tools. These costs are essential to ensure the GIS database is kept up-to-date.

Therefore, it is my recommendation that the Village Board accepts the proposal from Ruekert & Mielke, Inc. in an amount not to exceed \$41,240 and authorizes the Village President and Village Clerk to sign the contract on behalf of the Village. Funding for this project is budgeted in the Sanitary Sewer Fund, Water Fund and Stormwater Utility and there is adequate budget to cover the cost of this work.



W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

November 29, 2022

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

Re: 2023 GIS Annual Services Agreement

Dear Scott,

In preparation for your upcoming budgeting effort, we are presenting you our recommended GIS services and associated fees for 2023. Recommended budgets for each category are shown below, with descriptions on the following pages.

| Category                                    | Recommended Budget |
|---------------------------------------------|--------------------|
| <b>GIS Core Services</b>                    | <b>\$9,240</b>     |
| <b>Additional Services</b>                  | <b>\$28,500</b>    |
| a) Maintenance and Mapping                  | \$10,000           |
| b) As-Built Mapping for 2022, CCTV Linking  | \$8,000            |
| c) Utility Easements, Document Linking      | \$5,000            |
| d) Incorporate Telecommunications & Permits | \$4,000            |
| e) Training (2 half-day sessions)           | \$1,500            |
| <b>Total 2023 Budget</b>                    | <b>\$37,740</b>    |
| <b>Additional Services (Upon Request)</b>   |                    |
| a) WISLR, other requests out of scope       | \$3,500            |

### GIS Core Services

Services provided by Ruekert & Mielke, Inc. (R/M) under GIS Core Services are summarized below:

1. Hardware & Software – R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security. Routine software updates may be completed.
2. Facilities - Provide a physically safe, secure, and climate-controlled Amazon data center where data and equipment are resistant to natural disaster or malicious attack.
3. Data Storage – Provide expandable, secure, data storage for any municipal data such as CCTV data, inspection photos, documents, as-builts, and more.
4. Backups – Maintain a rigorous backup plan to minimize the risk of data loss due to user error or hardware failure.

45-10008



Scott P. Brandmeier P.E.  
2023 GIS Annual Services Agreement  
November 29, 2022  
Page 2

5. Troubleshooting – R/M will make reasonable efforts to resolve errors or technical issues. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances outside of R/M's control such as software bugs, unforeseen use cases, etc.
6. IT Services – Provide human resources for the management, optimization, and research for all the above services.
7. Access to GIS Customer Success Managers.

#### **Additional Services**

- a. Utilities Mapping – Map new/upgraded utilities, attribute the pipes and structures with type, size, length, material, location, etc. Link as-built sheets to corresponding pipes and structures for the sanitary, water, and storm sewer system. (70 hrs.) approx.
- b. As-built utility maintenance for 2022 construction projects. Update utilities from provided records (storm, water, and green infrastructure). Link CCTV videos to corresponding pipe segments. (50 hrs.) approx.
- c. Map Utility Easements – Digitize easement boundaries, apply attributes and link appropriate documents to the corresponding easements. (30 hrs.) approx.
- d. Incorporate telecommunications and permits. Add geometry from AT&T, Verizon, Charter and others. Provide a method to retrieve permit applications.
- e. Training – two 1/2-day sessions with Village staff to review application.

#### **Additional Services (Upon Request)**

We also recommend budgeting additional funds to cover assistance with items outside of GIS Core. The additional services and funds are for miscellaneous requests to expand Geospatial Infrastructure (technology, data, and services) that enables users at all levels to better share, collaborate, interconnect and benefit from the capabilities of GIS. These services do not require the additional overhead of a formal proposal instead handled through a task order or email. R/M will invoice for these "as-requested" services at our normal hourly rates for the hours expended to complete the task. The actual budget amount is at your discretion and should reflect your intent to use more or less of R/M's maintenance services.

Services could include but are not limited to:

- GIS data maintenance and GIS updates
- Correspondence and coordination with GIS Customer Success Manager on maintenance tasks, progress updates, GIS user/account registration, software updates and technological upgrades
- Continuous project support from the Customer Success Manager
- Scanning and uploading as-builts and/or documents
- Survey and mapping services
- Updating WISLR data
- Inspection assistance (Outfalls, Ponds, etc.)
- LCRR solutions
- Water model updates (GIS)
- Utility system exhibits
- ESRI public communication applications

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

45-10008



Scott P. Brandmeier P.E.  
2023 GIS Annual Services Agreement  
November 29, 2022  
Page 3

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

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, appearing to read 'Timothy J. Anderson', written over a horizontal line.

Timothy J. Anderson

GIS Team Leader

[tanderson@ruekert-mielke.com](mailto:tanderson@ruekert-mielke.com)

TJA:cal

cc: Jerad Wegner, P.E., Ruekert & Mielke, Inc.



Scott P. Brandmeier P.E.  
2023 GIS Annual Services Agreement  
November 29, 2022  
Page 4

CLIENT NAME:

Village of Fox Point

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated Representative:

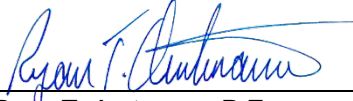
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ENGINEER:

Ruekert & Mielke, Inc.

By:   
Ryan T. Amtmann, P.E.

Title: Vice President

Date: November 29, 2022

Designated Representative:

Name: Timothy J. Anderson

Title: CADD/GIS Team Leader

Phone Number: (262) 542-5733

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

*Effective May 19, 2015*

**A. Standards of Performance**

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

**B. Authorized Representative**

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

**C. Payments to Consultant**

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

**D. Ownership and Reuse of Documents**

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

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

**E. Owner Provided Information**

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

**F. Access**

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

**G. Limit of Liability**

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

**H. Insurance**

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

**I. Termination of Contract**

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

**J. Indemnification and Allocation of Risk**

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

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

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

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

**K. Independent Contractor**

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

**L. Force Majure**

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

**M. Severability and Waiver of Provisions**

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

**N. Dispute Resolution**

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

**O. Public Records**

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

**END OF DOCUMENT**



## 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:** December 6, 2022  
**Re:** Recommendation for 2023 Sanitary Project

---

The Village is proposing to rehabilitate approximately 8,080 linear feet of sanitary sewers in Basin Nos. 2, 4, and 6. The rehabilitation locations were identified based on prior televising events that had been performed.

Kapur has submitted a proposal to the Village to perform the professional engineering services for this project in an amount not to exceed \$22,909. I have reviewed the proposal and find it to be reasonable and appropriate.

Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$22,909 the professional engineering services associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.

November 18, 2022

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

RE: 2023 Sanitary Sewer Rehabilitation Project

Dear Scott,

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

### **SCOPE OF SERVICES**

The Village of Fox Point is intending to rehabilitate sanitary sewers in Basin Nos. 2, 4 and 6 in 2023. These areas will comprise the base bid for the work once the contract documents are compiled and include the following:

- Approximately 6,950 L.F. of 8-inch sanitary sewer (28 segments)
- Approximately 550 L.F. of 10-inch sanitary sewer (2 segments)
- Approximately 580 L.F. of 15-inch sanitary sewer lining (2 segments)

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

- Meetings with the Village Staff
- Review sanitary and storm sewer CCTV inspection videos (approximately 8,080 L.F.), verify the physical condition of the pipe and finalize the rehabilitation spreadsheets:
- Prepare preliminary and final designs for the work.
- Prepare Bidding/Contract document and engineering cost estimate.
- Assist with publishing and bid opening. Finalize the bid tab upon review of the bids received and provide an award recommendation to the low bidder and the Village.
- Prepare copies of CCTV video for the prospective bidders.
- Work with prospective bidders and clarify proposed rehabilitation program.

### **SCHEDULE**

Sanitary sewer rehabilitation project will be performed in spring/summer 2023. Published in the middle of January 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 not to exceed fee: \$22,909.00.

## **ACCEPTANCE**

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

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

## STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

### Article 1 Scope of Services

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

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

### Article 2 Schedule of Services

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

### Article 3 CLIENT's Responsibility

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

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

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

### Article 4 Payment Terms

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

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

### Article 5 Term and Termination

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

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

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

### Article 6 Indemnity

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

### Article 7 Ownership and Copyright of Documents

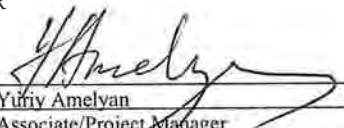
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional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

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ENGINEER

Kapur

By:   
Print: Yuriy Amelyan  
Title: Associate/Project Manager  
Date: 11-16-2022

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: \_\_\_\_\_

**DESIGN COST NOT TO EXCEED  
2023 SANITARY SEWER REHABILITATION IN BASINS 2, 4 AND 6  
VILLAGE OF FOX POINT, WISCONSIN**

| TASK                       |                                                                                                                                                                        | Project Manager | Project Engineer | Cad Technician | Total Task Hours | Total Task Cost    |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|----------------|------------------|--------------------|
|                            |                                                                                                                                                                        | \$180.00        | \$119.00         | \$90.00        |                  |                    |
| 1                          | Meetings with the Village Staff                                                                                                                                        | 3               | 3                |                | 6                | \$897.00           |
| 2                          | Review Sanitary Sewer CCTV Inspection Videos (approx 8,000 L.F.) Verification of the Pipe Physical Condition and Finalize Spreadsheets                                 | 8               | 10               |                | 18               | \$2,630.00         |
| 4                          | Preliminary and Final Design                                                                                                                                           | 10              | 32               | 14             | 56               | \$6,868.00         |
| 5                          | Prepare Bidding Document, Engineering Cost Estimate                                                                                                                    | 8               | 24               | 5              | 37               | \$4,746.00         |
| 6                          | Publishing, Bid Opening, Finalizing the Bid Tab Upon Review of the Bids Received, Award Recommendation to the Low Bidder, Proceed with Construction Contract Documents | 8               | 16               |                | 24               | \$3,344.00         |
| 7                          | Prepare Copies of CCTV Video for the Prospective Bidders                                                                                                               | 6               | 8                |                | 14               | \$2,032.00         |
| 8                          | Work with Prospective Bidders and Clarification of Proposed Rehabilitation Program                                                                                     | 8               | 8                |                | 16               | \$2,392.00         |
| <b>TOTAL FOR BASE BID:</b> |                                                                                                                                                                        | <b>51</b>       | <b>101</b>       | <b>19</b>      | <b>171</b>       | <b>\$22,909.00</b> |



**VILLAGE OF FOX POINT  
2023 SANITARY SEWER REHABILITATION PROJECT**



## 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:** December 6, 2022  
**Re:** Recommendation for 2023 Sanitary and Storm Sewer Design

---

The Village is intending to investigate 145 sanitary manholes in Basin No. 4. These manholes have been identified based on information from MMSD identifying Basin No. 4 as a sewer shed that has experienced increased infiltration and inflow in the sanitary sewer system. While the Village is making headway on mainline rehabilitation, we are beginning to also address manhole locations that may need to be rehabilitated.

As part of the work, Kapur will inspect the 145 manholes and prepare an inspection report per NASSCO standards. The report will assist the Village in identifying the manholes that are most in need of rehabilitation, those that should be evaluated at a later date and those that do not need any rehabilitation.

Kapur has submitted a proposal to the Village to perform the inspection and design activities for this project in an amount not to exceed \$28,910. While the investigation and design will be performed in 2023, rehabilitation activities would not occur until 2024 at the earliest.

I have reviewed the proposal and find it to be reasonable and appropriate. Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$28,910 to perform the inspection and design activities associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.

November 18, 2022

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

RE: Sanitary Manhole Inspection and Design

Dear Scott,

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

### **SCOPE OF SERVICES**

The Village of Fox Point is intending to rehabilitate 145 sanitary manholes in Basin No. 4.

The scope of work includes time for sanitary manhole inspection and design activities as follows:

- Meetings with the Village Staff
- Field verification and evaluation of 145 sanitary sewer manholes including their physical condition and update the Village's GIS to incorporate the results.
- Prepare an inspection report for each manhole per NASSCO requirements, including digital photo and supportive documentation and recommendation for manhole rehabilitation.
- Prepare preliminary and final designs for the work.
- Prepare Bidding document and engineering cost estimate.
- Assist with publishing and bid opening. Finalize the bid tab upon review of the bids received and provide an award recommendation to the low bidder and the Village.
- Work with prospective bidders and clarify proposed rehabilitation program.

### **SCHEDULE**

Sanitary manhole inspection and design project will be performed in spring/summer 2023. Published in the middle of November and bid opening in December 2023.

### **FEES AND BILLINGS**

The professional fees for the work as described above and in the attached breakdown are estimated to be not to exceed fee: \$28,910.00.



---

## **ACCEPTANCE**

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

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

## STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

### Article 1 Scope of Services

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

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

### Article 2 Schedule of Services

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

### Article 3 CLIENT's Responsibility

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

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

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

### Article 4 Payment Terms

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

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

### Article 5 Term and Termination

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

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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

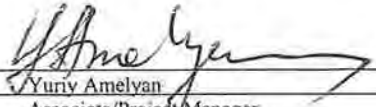
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### Article 8 Electronic Media

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ENGINEER

Kapur

By:   
Print: Yuriy Amelnyan  
Title: Associate/Project Manager  
Date: 11-18-2022

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**  
**2023 SANITARY MANHOLE INSPECTION AND DESIGN**  
**VILLAGE OF FOX POINT, WISCONSIN**

| TASK                                                                                                                                                                     | Project Manager  | Project Engineer | Cad Technician | Total Task Hours | Total Task Cost    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|----------------|------------------|--------------------|
|                                                                                                                                                                          | \$180.00         | \$119.00         | \$90.00        |                  |                    |
| 1 Meetings with the Village Staff                                                                                                                                        | 2                | 2                |                | 4                | \$598.00           |
| 3 Field Verification and Evaluation of Existing Manhole Physical Condition, Update Village's GIS                                                                         | 145 Each x \$140 |                  |                |                  | \$20,300.00        |
| 4 Inspection Report for each Manhole per NASSCO Requirements, Including Digital Photo and Supportive Documentation and Recommendation for Manhole Rehabilitation         | 2                | 8                |                | 10               | \$1,312.00         |
| 5 Preliminary and Final Design                                                                                                                                           | 4                | 8                | 8              | 20               | \$2,392.00         |
| 6 Prepare Bidding Document, Engineering Cost Estimate                                                                                                                    | 4                | 8                |                | 12               | \$1,672.00         |
| 7 Publishing, Bid Opening, Finalizing the Bid Tab Upon Review of the Bids Received, Award Recommendation to the Low Bidder, Proceed with Construction Contract Documents | 8                |                  |                | 8                | \$1,440.00         |
| 9 Work with Prospective Bidders and Clarification of Proposed Rehabilitation Program                                                                                     | 4                | 4                |                | 8                | \$1,196.00         |
| <b>TOTAL FOR BASE BID:</b>                                                                                                                                               | <b>24</b>        | <b>30</b>        | <b>8</b>       | <b>62</b>        | <b>\$28,910.00</b> |



**VILLAGE OF FOX POINT**  
**2023 SANITARY MANHOLE PROJECT**



## VILLAGE OF FOX POINT

MI LWAUKEE COUNTY  
WISCONSIN

VILLAGE HALL  
7200 N. SANTA MONICA BLVD.  
FOX POINT 53217-3595  
414-351-8900  
FAX 414-351-8909

To: Village of Fox Point Village Board

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

Through: Scott Botcher, Village Manager *SAB*

Date: December 6, 2022

Re: 2023 Sanitary Sewer Televising

---

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. This year's proposed televising focuses predominantly on the northwest portion of the Village in Basin Nos. 2 and 9 and Basin No. 1 west of Port Washington Road (refer to the areas on the attached map) and includes approximately 20,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

Kapur is estimating that the cost to televise the mains will be \$0.80 per foot for an approximate subtotal of \$16,000. The remaining approximate \$8,000 comprises Kapur's staff to review the videos and provide an inspection report and recommendations for future rehabilitation efforts.

Kapur & Associates has submitted a proposal in an amount not to exceed \$23,750 to coordinate the 2023 sanitary sewer televising. I have reviewed their proposal and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$23,750 and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in and proposed to be allocated from the Sanitary Sewer Fund.

November 18, 2022

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

RE: 2023 Sanitary and Storm Sewer CCTV Inspection

Dear Scott,

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

### **SCOPE OF SERVICES**

The scope of work includes time for collection of data and closed circuit televising (CCTV) work as follows:

- Review sanitary sewer GIS and preparation of proposed CCTV location maps (determine the size and length for each proposed televising sanitary sewer segment)
- Televising of approximately 20,000 L.F. of 8", 10", 12" and 15" sanitary and storm sewer
- Field coordination between TV contractor, residents and Village
- Review video's and determine the physical condition of sanitary and storm sewer pipes
- CCTV inspection report, recommendation for rehab and construction cost estimate.

### **SCHEDULE**

Sanitary and storm sewer CCTV inspection will be performed in spring 2023. Final report in summer 2023.

### **FEES AND BILLINGS**

The professional fees for the work as described above and in the attached breakdown are estimated to be not to exceed fee: \$23,750.00



---

## **ACCEPTANCE**

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

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

## STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

### Article 1 Scope of Services

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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

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### Article 7 Ownership and Copyright of Documents

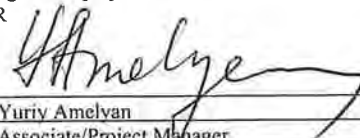
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ENGINEER

Kapur

By:   
Print: Yuriy Amelvan  
Title: Associate/Project Manager  
Date: 11-18-2022

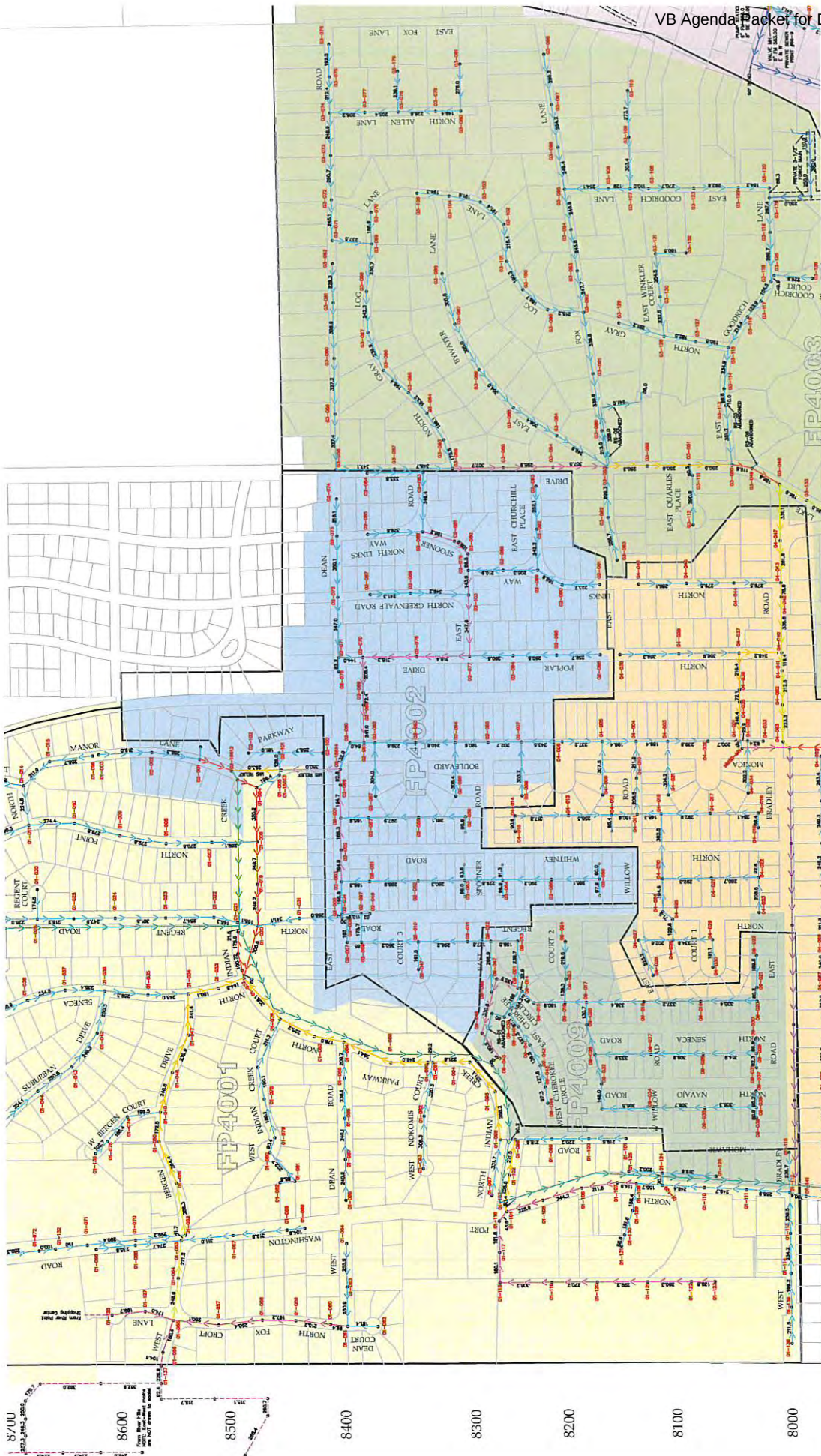
The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.  
CLIENT

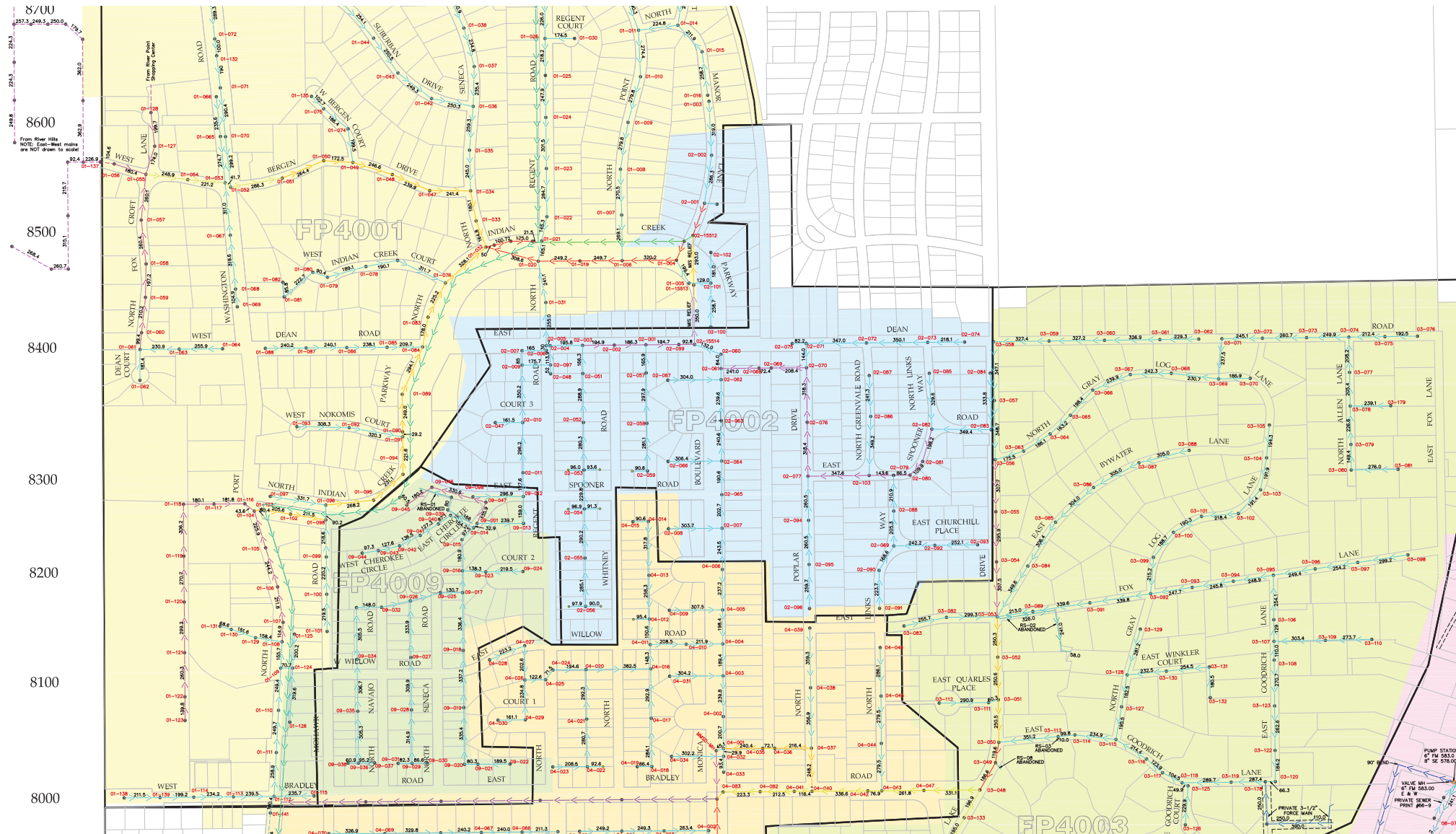
Village of Fox Point

By: \_\_\_\_\_ By: \_\_\_\_\_  
Print: \_\_\_\_\_ Print: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**COST NOT TO EXCEED**  
**FOX POINT 2023 SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION INSPECTION**

| TASK                                                                                                         | Project Manager                    | Project Engineer | Cad Technician | Total Task Hours | Total Task Cost    |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|----------------|------------------|--------------------|
|                                                                                                              | \$180.00                           | \$115.00         | \$90.00        |                  |                    |
| Review of sanitary sewer GIS and preparation of proposed CCTV location map                                   |                                    | 8                | 6              | 14               | \$920.00           |
| Televising of sanitary and storm sewer main, field coordination between TV contractor, residents and Village | Approximately 20,000 Feet @ \$0.80 |                  |                |                  | \$16,000.00        |
| Review video's and determine sanitary sewer pipe physical condition                                          | 4                                  | 24               |                | 28               | \$3,480.00         |
| CCTV inspection report, recommendation for rehab and cost estimate                                           | 6                                  | 16               | 2              | 24               | \$3,100.00         |
| Reimbursable expenses                                                                                        |                                    |                  |                |                  | \$250.00           |
| <b>TOTAL</b>                                                                                                 | 10                                 | 48               | 8              | 66               | <b>\$23,750.00</b> |







## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village of Fox Point Village Board  
**From:** Scott Brandmeier, Director of Public Works   
**Through:** Scott Botcher, Village Manager   
**Date:** December 6, 2022  
**Re:** Acceptance of Indian Creek Maintenance Proposal

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In 2006 and 2007, the Milwaukee Metropolitan Sewerage District reconstructed the drainage way along Indian Creek to accommodate a 1% probability storm (often referred to as a 100-year storm). The agreement with the Village of Fox Point required MMSD to maintain the creek bed (in essence, the flow line) for a period of 5 years and, thereafter, maintenance of Indian Creek would become the Village of Fox Point's responsibility.

Initially, as noted in prior maintenance agreements, cattails had overgrown the desired native vegetation. In order to properly manage the cattail growth and establish the desired native species, Marek Landscaping (which has performed maintenance on Indian Creek in the past under contract with MMSD) was contacted to provide the Village with proposals to remove the cattail mass and to begin re-establishing the native vegetative species.

In 2015, Marek began a management program along the creek bed which included cattail control and vegetation maintenance. These activities continued in 2016 through 2022 and have been very successful at significantly reducing the cattail population. The activities undertaken by Marek have helped in managing the cattails and other invasive plant species. I am recommending that the Village continue with the active management program.

Marek has submitted a proposal that includes cattail and invasive species control over the entire creek bed, control of tree seedlings from Dean Road south to Spooner Road, plug planting, and preparation of progress and year end reports. Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2023 Indian Creek vegetative maintenance in an amount not to exceed \$12,516 (which is approximately \$3,600 less than the 2022 contract) and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. The Village has budgeted \$30,000 in the storm water utility to fund these activities.



## Indian Creek 2023 Land Stewardship

**VILLAGE OF FOX POINT  
7200 NORTH SANTA MONICA BLVD  
FOX POINT, WI 53217**

**Indian Creek Land Stewardship 2023**  
Fox Point, WI 53217

**Est ID:** EST3588100  
**Date:** Dec-06-2022

The project area lies within the Village of Fox Point and runs adjacent to Indian Creek Parkway from N. Port Washington Road (SW boundary) to Manor Lane (NE boundary). The project area was previously restored from a traditional drainage ditch, consisting of a concrete streambed, into a series of linear infiltration swales and basins designed to be composed of native wetland and wet mesic prairie vegetation.

|                                    |                   |
|------------------------------------|-------------------|
| <b>Mixed Invasives (6.5 acres)</b> | <b>\$2,508.00</b> |
|------------------------------------|-------------------|

Entire 6.5 acre site.

Invasive species throughout the site will be controlled by a combination of cutting, pulling, targeted herbicide application with backpack sprayers or spray bottles, and collection of invasive seed.

- 2 visits throughout season

|                                                                     |                   |
|---------------------------------------------------------------------|-------------------|
| <b>Purple Loosestrife and Reed Canary Grass Control (6.5 acres)</b> | <b>\$3,762.00</b> |
|---------------------------------------------------------------------|-------------------|

Entire 6.5 acre site.

Herbicide applications to Purple Loosestrife plants before flowering using backpack sprayers and wick applicators with aquatic use approved herbicides. Control may also include hand pulling and bagging for disposal for flowering plants. Herbicide application to Reed Canary Grass populations as they establish throughout the entire site. Repeat herbicide applications to these sites will be applied as needed.

- 4 visits throughout season

## Cattail Control and Maintenance

**\$851.00**

Entire 6.5 acre site.

Herbicide applications to cattail regrowth via backpack sprayers and wick applicators using aquatic use approved herbicides.

- 2 visits (approximately July and September)

## Control of Tree Seedlings

**\$3,344.00**

Control of Ash, Buckthorn, and other tree seedlings within creek bed and back-up areas. Control will consist of cutting and/or mowing seedlings and stump treating with an herbicide labeled for aquatic use, or basal bark treating seedlings with an herbicide labeled for aquatic use.

## Vegetation Monitoring and Inventory Survey

**\$851.00**

Survey to occur 2 times during growing season. Will include two timed-meander surveys to inventory and quantify native and invasive wetland species. Survey results will be reported and discussed in the end of year report.

## Progress Monitoring and End of Year Report

**\$1,200.00**

Includes inspections to monitor progress and a summary to report the year's efforts and make recommendations for future work.

|                       |                    |
|-----------------------|--------------------|
| <b>Subtotal</b>       | <b>\$12,516.00</b> |
| <b>Taxes</b>          | <b>\$0.00</b>      |
| <b>Estimate Total</b> | <b>\$12,516.00</b> |

A list of herbicides used by Marek Landscaping and their product labels are available upon request. Please email dani@mareklandscaping.com or maddy@mareklandscaping.com if you would like this information. A treatment record including applicator information, herbicide names, and quantities used will be provided at every date of service that herbicide is used.

Thank you for your business. This proposal becomes the working contract when signed.

**Payment Terms:** Please provide a down payment of 1/3 of the total project amount. Progress invoices will be sent for the remaining amount as work is completed. Payment required within 10 days of invoice.

**Contractor:** \_\_\_\_\_  
Danielle DeCloux

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
12/06/2022

**Signature Date:** \_\_\_\_\_

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

---

**RESOLUTION NO. \_\_\_\_\_**

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**RESOLUTION TO ADOPT AMENDED RUBBISH SPECIAL PICKUP FEES FOR THE  
VILLAGE OF FOX POINT**

WHEREAS, by separate ordinances and resolutions, the VILLAGE OF FOX POINT has required that certain fees be paid for certain services performed by the VILLAGE OF FOX POINT; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT has indicated that the amount of such fees shall be established from time to time by separate resolution of the Village Board; and

WHEREAS, Village staff have reviewed the fee amounts that are required and have offered recommendations to the Village Board regarding such amounts, while ensuring that such fees bear a reasonable relationship to the service for which the fee is imposed as required by Wisconsin Statute Section 66.0628 and other applicable laws; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT hereby intends to adopt the recommendations of Village staff concerning such fees and amounts.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of VILLAGE OF FOX POINT, Wisconsin AS FOLLOWS:

SECTION 1: Amened RUBBISH SPECIAL PICKUP fees for the VILLAGE OF FOX POINT are hereby recreated and set in the amount of \$150.00.

SECTION 2: Severability. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: Effective date. This resolution shall take effect immediately upon passage and posting or publication as provided by law.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By Order of the Village Board of  
The VILLAGE OF FOX POINT, Milwaukee  
County, Wisconsin

\_\_\_\_\_  
Douglas H. Frazer  
Village President

ATTEST

\_\_\_\_\_  
Kelly Meyer, *WCMC/CMC/CMTW*  
Village Clerk Treasurer

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

---

RESOLUTION NO. \_\_\_\_\_

---

**RESOLUTION TO ADOPT AMENDED STORMWATER FEES FOR THE  
VILLAGE OF FOX POINT**

WHEREAS, by separate ordinances and resolutions, the VILLAGE OF FOX POINT has required that certain fees be paid for certain services performed by the VILLAGE OF FOX POINT; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT has indicated that the amount of such fees shall be established from time to time by separate resolution of the Village Board; and

WHEREAS, Village staff have reviewed the fee amounts that are required and have offered recommendations to the Village Board regarding such amounts, while ensuring that such fees bear a reasonable relationship to the service for which the fee is imposed as required by Wisconsin Statute Section 66.0628 and other applicable laws; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT hereby intends to adopt the recommendations of Village staff concerning such fees and amounts.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of VILLAGE OF FOX POINT, Wisconsin AS FOLLOWS:

SECTION 1: Amened STORMWATER fees for the VILLAGE OF FOX POINT are hereby increased by 5%, and shown on the Stormwater Fee Schedule on the attached Exhibit A.

SECTION 2: Severability. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: Effective date. This resolution shall take effect February 1, 2023 and posting or publication as provided by law.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By Order of the Village Board of  
The VILLAGE OF FOX POINT, Milwaukee  
County, Wisconsin

\_\_\_\_\_  
Douglas H. Frazer  
Village President

ATTEST

\_\_\_\_\_  
Kelly Meyer, *WCMC/CMC/CMTW*  
Village Clerk Treasurer

## **Exhibit A**

### **Stormwater Utility Rates**

| <b>Tier</b> | <b>Rate</b> |
|-------------|-------------|
| Tier 1      | \$37.48     |
| Tier 2      | \$44.97     |
| Tier 3      | \$59.97     |
| Tier 4      | \$97.46     |
| Tier 5      | \$179.91    |
| Tier 6      | Varies      |

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**STATE OF WISCONSIN**

**VILLAGE OF FOX POINT**

**MILWAUKEE COUNTY**

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**RESOLUTION NO. \_\_\_\_\_**

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**RESOLUTION TO ADOPT AMENDED SEWER FEES FOR THE  
VILLAGE OF FOX POINT**

WHEREAS, by separate ordinances and resolutions, the VILLAGE OF FOX POINT has required that certain fees be paid for certain services performed by the VILLAGE OF FOX POINT; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT has indicated that the amount of such fees shall be established from time to time by separate resolution of the Village Board; and

WHEREAS, Village staff have reviewed the fee amounts that are required and have offered recommendations to the Village Board regarding such amounts, while ensuring that such fees bear a reasonable relationship to the service for which the fee is imposed as required by Wisconsin Statute Section 66.0628 and other applicable laws; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT hereby intends to adopt the recommendations of Village staff concerning such fees and amounts.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of VILLAGE OF FOX POINT, Wisconsin AS FOLLOWS:

SECTION 1: Amened SEWER fees for the VILLAGE OF FOX POINT are hereby recreated, increased by 5% from \$3.39 per 100 cubic feet, and set in the amount of \$3.55 per 100 cubic feet.

SECTION 2: Severability. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: Effective date. This resolution shall take effect February 1, 2023 and posting or publication as provided by law.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By Order of the Village Board of  
The VILLAGE OF FOX POINT, Milwaukee  
County, Wisconsin

\_\_\_\_\_  
Douglas H. Frazer  
Village President

ATTEST

\_\_\_\_\_  
Kelly Meyer, *WCMC/CMC/MTAW*  
Village Clerk Treasurer

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**STATE OF WISCONSIN**

**VILLAGE OF FOX POINT**

**MILWAUKEE COUNTY**

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**RESOLUTION NO. 2022-\_\_\_\_**

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**RESOLUTION TO ADOPT AMENDED MAILBOX POST FEES FOR THE  
VILLAGE OF FOX POINT**

WHEREAS, by separate ordinances and resolutions, the VILLAGE OF FOX POINT has required that certain fees be paid for certain services performed by the VILLAGE OF FOX POINT; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT has indicated that the amount of such fees shall be established from time to time by separate resolution of the Village Board; and

WHEREAS, Village staff have reviewed the fee amounts that are required and have offered recommendations to the Village Board regarding such amounts, while ensuring that such fees bear a reasonable relationship to the service for which the fee is imposed as required by Wisconsin Statute Section 66.0628 and other applicable laws; and

WHEREAS, the Village Board for the VILLAGE OF FOX POINT hereby intends to adopt the recommendations of Village staff concerning such fees and amounts.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Village Board of VILLAGE OF FOX POINT, Wisconsin AS FOLLOWS:

SECTION 1: Amened MAILBOX POST fees for the VILLAGE OF FOX POINT are hereby recreated and set in the amount of \$200.00.

SECTION 2: Severability. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: Effective date. This resolution shall take effect immediately upon passage and posting or publication as provided by law.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By Order of the Village Board of  
The VILLAGE OF FOX POINT, Milwaukee  
County, Wisconsin

\_\_\_\_\_  
Douglas H. Frazer  
Village President

ATTEST

\_\_\_\_\_  
Kelly Meyer, *WCMC/CMC/CMTW*  
Village Clerk Treasurer



# MEMORANDUM

## POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: VILLAGE BOARD OF TRUSTEES  
SCOTT BOTCHER; VILLAGE MANAGER

FROM: CHIEF CHRISTOPHER FREEDY

DATE: DECEMBER 5, 2022

REGARDING: FLOCK SAFETY LICENSE PLATE CAMERA SYSTEM

### **Background Information**

Flock Safety has built the first public safety operating system that helps neighborhoods, businesses, and law enforcement work together to eliminate crime, protect privacy, and mitigate bias. The Flock Safety system uses license plate reader technology and artificial intelligence to capture vehicle information from public roadways and private parking lots to identify stolen cars, locate missing persons (Amber / Silver Alerts), and assist with criminal investigations. The camera systems are placed in public spaces and capture the rear license plate on passing vehicles at a low cost to municipalities.

The Flock Safety system utilizes an artificial intelligence algorithm to identify vehicles, license plates, and people captured by the camera and eliminates all images that include people or vehicles that show the front of the car from the reports available to law enforcement. This policy exists to protect the identity of people using the roads and only reports on the rear plate images to identify cars that are traveling on the highway. This policy has been successful at reducing concerns for community members to the point that private businesses and home owners' associations have installed the equipment, as well as municipalities.

The Flock Safety system has been deployed in numerous cities around the country and is now expanding across Milwaukee County. The Village of Fox Point has identified multiple locations within the community to deploy the Flock system that will potentially reduce crime and aid with criminal investigations. Initially the camera systems will be deployed along North Port Washington Road, with future expansion possible later.

To obtain the Flock Safety system without impacting the local budget, the police department requested, and has been awarded, a Department of Justice grant through the National White Collar Crime Center which will fund the total operational and infrastructure costs for a 5-year period, without any local matching requirement. The grant funds are awarded using a reimbursement model and will require the village to pay the initial invoice and receive fund reimbursement to the general fund.

### **Request**

Staff have received confirmation of the grant award and have met with Flock Safety representatives to identify locations for the camera systems. Currently, I am requesting the Village Board authorize the Village Manager to sign the purchase order and pay the invoice to Flock Safety in the amount of \$25,700. Upon confirmation of payment, the receipts will be submitted to the Department of Justice for reimbursement to the general fund.

---

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**RESOLUTION NO. 2022-XX**

---

**RESOLUTION TO ADOPT THE TRANSFER OF EXCESS FUNDS FROM  
INSPECTIONS FUND TO THE GENERAL FUND BALANCE**

**WHEREAS**, the Village of Fox Point has an Inspections Fund that had been created for the accounting and funding of related Inspections activities; and,

**WHEREAS**, this Fund has been operating at a significant surplus; and,

**WHEREAS**, these revenues in excess of expenditures have helped create a significant fund balance in said Inspections Fund; and,

**WHEREAS**, this Inspections Fund Balance is not necessary for the operation of the Inspections Department and is not expected to be necessary for an extended period of time; and,

**WHEREAS**, these excess funds could be of greater value to the Village if they were deemed unassigned and transferred to General Fund balance;

**NOW THEREFORE, BE IT RESOLVED** that the Village of Fox Point hereby declares \$50,000 of the Inspections Fund balance as unassigned, and directs this same said amount of monies to be transferred to the General Fund balance as of this date.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point, this 13<sup>th</sup> day of December, 2022.

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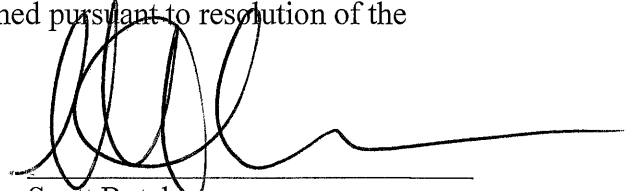
Douglas H. Frazer  
Village President

Countersigned:

---

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

This is to certify that the attached is true and correct list of bills due for a period from November 1-30, 2022, in the total amount of \$645,420.61. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Scott Botcher  
Village Manager  
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on December 13, 2022.

---

Douglas H. Frazer  
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 11/01/2022-11/30/2022

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| Vendor                                       | Vendor Name                | Invoice Number   | Description                  | Invoice Date | Amount Paid | Date Paid  |
|----------------------------------------------|----------------------------|------------------|------------------------------|--------------|-------------|------------|
| <b>10-13100 ACCOUNTS RECEIVABLE - SUNDRY</b> |                            |                  |                              |              |             |            |
| 61                                           | BAYSIDE, VILLAGE OF        | OLDLIBRARYBILLS  | FRIENDS OF LIBRARY           | 11/10/2022   | 755.57      | 11/10/2022 |
| 61                                           | BAYSIDE, VILLAGE OF        | OLDLIBRARYBILLS  | FRIENDS OF LIBRARY           | 11/10/2022   | 276.80      | 11/10/2022 |
| Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY: |                            |                  |                              |              | 1,032.37    |            |
| <b>10-21520 GROUP LIFE</b>                   |                            |                  |                              |              |             |            |
| 18                                           | SECURIAN FINANCIAL GROUP I | DECEMBER 2022    | LIFE INSURANCE               | 11/10/2022   | 925.16      | 11/18/2022 |
| Total 10-21520 GROUP LIFE:                   |                            |                  |                              |              | 925.16      |            |
| <b>10-21521 SUPPLEMENTAL PLANS</b>           |                            |                  |                              |              |             |            |
| 18                                           | SECURIAN FINANCIAL GROUP I | 2022 NOVEMBER    | ACCIDENTAL                   | 11/09/2022   | 85.46       | 11/10/2022 |
| Total 10-21521 SUPPLEMENTAL PLANS:           |                            |                  |                              |              | 85.46       |            |
| <b>10-21530 DEFERRED COMPENSATION</b>        |                            |                  |                              |              |             |            |
| 375                                          | NORTH SHORE BANK, FSB      | PR1110222        | Deferred Comp NORTH SHORE    | 11/09/2022   | 2,030.00    | 11/10/2022 |
| 375                                          | NORTH SHORE BANK, FSB      | PR1124222        | Deferred Comp NORTH SHORE    | 11/22/2022   | 2,030.00    | 11/23/2022 |
| 814                                          | GREAT-WEST TRUST COMPAN    | PR1110221        | Deferred Comp WI DEFER - PRE | 11/09/2022   | 4,556.83    | 11/10/2022 |
| 814                                          | GREAT-WEST TRUST COMPAN    | PR1110221        | Deferred Comp WI DEFER - RO  | 11/09/2022   | 836.92      | 11/10/2022 |
| 814                                          | GREAT-WEST TRUST COMPAN    | PR1124221        | Deferred Comp WI DEFER - PRE | 11/22/2022   | 4,556.83    | 11/23/2022 |
| 814                                          | GREAT-WEST TRUST COMPAN    | PR1124221        | Deferred Comp WI DEFER - RO  | 11/22/2022   | 836.92      | 11/23/2022 |
| 101991                                       | VANTAGEPOINT TRANSFER AG   | PR1110221        | Deferred Comp ICMA-PRETAX    | 11/09/2022   | 1,016.43    | 11/10/2022 |
| 101991                                       | VANTAGEPOINT TRANSFER AG   | PR1124221        | Deferred Comp ICMA-PRETAX    | 11/22/2022   | 1,016.43    | 11/23/2022 |
| Total 10-21530 DEFERRED COMPENSATION:        |                            |                  |                              |              | 16,880.36   |            |
| <b>10-21540 GARNISHMENT</b>                  |                            |                  |                              |              |             |            |
| 797                                          | WI SCTF                    | 11/10/2022       | REMIT 217318 CASE PIN 217318 | 11/10/2022   | 149.60      | 11/10/2022 |
| 797                                          | WI SCTF                    | 11/25/2022       | REMIT 217318 CASE PIN 217318 | 11/22/2022   | 149.60      | 11/23/2022 |
| Total 10-21540 GARNISHMENT:                  |                            |                  |                              |              | 299.20      |            |
| <b>10-45100 FINES/FORFEITURES</b>            |                            |                  |                              |              |             |            |
| 2229                                         | JEFFERSON COUNTY SHERIFF   | FRANKLIN, WILLIE | FRANKLIN, WILLIE B 7/22/1967 | 11/10/2022   | 290.00      | 11/18/2022 |
| Total 10-45100 FINES/FORFEITURES:            |                            |                  |                              |              | 290.00      |            |
| <b>10-46710 PAVILION RENTALS</b>             |                            |                  |                              |              |             |            |
| 2414                                         | VILLANUEVA, LEAH           | 1.058028         | PAVILLION DEPOSIT            | 11/02/2022   | 50.00       | 11/03/2022 |
| Total 10-46710 PAVILION RENTALS:             |                            |                  |                              |              | 50.00       |            |
| <b>10-51100-310 SUPPLIES/EXPENSES</b>        |                            |                  |                              |              |             |            |
| 2426                                         | MILWAUKEE JOURNAL SENTIN   | 0005058383       | PUBLICATIONS                 | 11/17/2022   | 39.17       | 11/18/2022 |
| Total 10-51100-310 SUPPLIES/EXPENSES:        |                            |                  |                              |              | 39.17       |            |
| <b>10-51200-395 COUNTY COURT FEES</b>        |                            |                  |                              |              |             |            |
| 330                                          | MILWAUKEE COUNTY TREASU    | OCT 2022         | DRIVER SUR/JAIL FEE          | 11/02/2022   | 548.76      | 11/03/2022 |
| 552                                          | WISCONSIN, STATE OF - COUR | OCT 2022         | OCTOBER                      | 11/02/2022   | 937.57      | 11/03/2022 |
| Total 10-51200-395 COUNTY COURT FEES:        |                            |                  |                              |              | 1,486.33    |            |
| <b>10-51440-310 SUPPLIES/EXPENSES</b>        |                            |                  |                              |              |             |            |
| 502                                          | VILLAGE HARDWARE - VH      | 223707/1         | FLAG                         | 11/08/2022   | 28.79       | 11/10/2022 |

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 11/01/2022-11/30/2022

Page: 2  
Nov 30, 2022 08:58AM

| Vendor                                       | Vendor Name                | Invoice Number   | Description               | Invoice Date | Amount Paid | Date Paid  |
|----------------------------------------------|----------------------------|------------------|---------------------------|--------------|-------------|------------|
| Total 10-51440-310 SUPPLIES/EXPENSES:        |                            |                  |                           |              | 28.79       |            |
| <b>10-51530-210 CONTRACT SERVICES</b>        |                            |                  |                           |              |             |            |
| 2706                                         | ASSOCIATED APPRAISAL CON   | 165075           | PROFESSION SERV/ INTERNET | 11/15/2022   | 2,789.96    | 11/18/2022 |
| Total 10-51530-210 CONTRACT SERVICES:        |                            |                  |                           |              | 2,789.96    |            |
| <b>10-51600-210 CONTRACT SERVICES</b>        |                            |                  |                           |              |             |            |
| 265                                          | GREATAMERICAN FINANCIAL S  | 32832471         | MONTHLY                   | 11/22/2022   | 232.00      | 11/23/2022 |
| 265                                          | GREATAMERICAN FINANCIAL S  | 32832471         | 32646286                  | 11/22/2022   | 232.00      | 11/23/2022 |
| 405                                          | PITNEY BOWES INC.          | 3316582416       | QUARTERLY FEES            | 11/15/2022   | 480.57      | 11/18/2022 |
| 477                                          | TAYLOR COMPUTER SERVICES   | 23958            | MANAGED SERVICES          | 11/22/2022   | 1,043.10    | 11/23/2022 |
| Total 10-51600-210 CONTRACT SERVICES:        |                            |                  |                           |              | 1,987.67    |            |
| <b>10-51600-220 GAS-HEAT</b>                 |                            |                  |                           |              |             |            |
| 536                                          | WE-ENERGIES                | 10/25/2022       | 0702787382-00002          | 11/02/2022   | 142.77      | 11/03/2022 |
| Total 10-51600-220 GAS-HEAT:                 |                            |                  |                           |              | 142.77      |            |
| <b>10-51600-221 ELECTRIC UTILITIES</b>       |                            |                  |                           |              |             |            |
| 536                                          | WE-ENERGIES                | 10/25/2022       | 0702787382-00002          | 11/02/2022   | 1,158.92    | 11/03/2022 |
| 536                                          | WE-ENERGIES                | 11/03/2022       | 0702787382-00009          | 11/08/2022   | 19.42       | 11/10/2022 |
| Total 10-51600-221 ELECTRIC UTILITIES:       |                            |                  |                           |              | 1,178.34    |            |
| <b>10-51600-222 TELEPHONE UTILITIES</b>      |                            |                  |                           |              |             |            |
| 2691                                         | CENTURYLINK-BUSINESS SVC.  | 616380014        | 87619173                  | 11/08/2022   | .42         | 11/10/2022 |
| 5312                                         | AT & T- VILLAGE            | 10/22/2022       | 414 351-8900 758 7        | 11/02/2022   | 63.50       | 11/03/2022 |
| Total 10-51600-222 TELEPHONE UTILITIES:      |                            |                  |                           |              | 63.92       |            |
| <b>10-51600-231 ELEVATOR MAINTENANCE</b>     |                            |                  |                           |              |             |            |
| 382                                          | OTIS ELEVATOR COMPANY      | F10000029289     | CONTRACT                  | 11/09/2022   | 125.00      | 11/10/2022 |
| 733                                          | NATIONAL ELEVATOR INSPECTI | RI 22029048      | ELEVATOR INSPECTION       | 11/09/2022   | 88.00       | 11/10/2022 |
| Total 10-51600-231 ELEVATOR MAINTENANCE:     |                            |                  |                           |              | 213.00      |            |
| <b>10-51600-234 VILLAGE HALL MAINTENANCE</b> |                            |                  |                           |              |             |            |
| 752                                          | EMC2 MECHANICAL SOLUTION   | 312              | REPAIRS                   | 11/18/2022   | 1,311.00    | 11/23/2022 |
| 892                                          | SPECTRUM                   | 11/07/2022       | 8348 10 012 0042231 VLG   | 11/16/2022   | 10.95       | 11/18/2022 |
| 2228                                         | GLOBAL WATER TECHNOLOGY    | 76861            | FILTER                    | 11/09/2022   | 188.11      | 11/10/2022 |
| Total 10-51600-234 VILLAGE HALL MAINTENANCE: |                            |                  |                           |              | 1,510.06    |            |
| <b>10-51600-310 SUPPLIES/MISC EXPENSES</b>   |                            |                  |                           |              |             |            |
| 2258                                         | DELUXE                     | 13071971         | DEPOSIT TICKET            | 11/17/2022   | 119.70      | 11/18/2022 |
| 2469                                         | VERITIV OPERATING COMPANY  | 021127436FUEL    | FREIGHT                   | 11/18/2022   | 16.50       | 11/23/2022 |
| Total 10-51600-310 SUPPLIES/MISC EXPENSES:   |                            |                  |                           |              | 136.20      |            |
| <b>10-51700-511 GROUP HEALTH - RETIREES</b>  |                            |                  |                           |              |             |            |
| 433                                          | RESNICK, AMY               | 34               | HEALTH INSURANCE REIMBUR  | 11/01/2022   | 761.45      | 11/03/2022 |
| 435                                          | RIES, DANIEL               | 50               | HEALTH                    | 11/01/2022   | 866.09      | 11/03/2022 |
| 446                                          | SCHELLING JUDITH           | 13               | REIMBURSEMENT             | 11/01/2022   | 237.80      | 11/03/2022 |
| 548                                          | WOJTANOWSKI, WILLIAM       | 11/10/2021 FINAL | MEDICAL REIMB             | 11/17/2022   | 170.10      | 11/18/2022 |
| 548                                          | WOJTANOWSKI, WILLIAM       | 18               | MONTHLY DELTA VISION      | 11/01/2022   | 181.52      | 11/03/2022 |

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| 638                                              | KRIEFALL, DONALD A        | 78               | HEALTH INSURANCE REIMBUR   | 11/01/2022   | 825.89      | 11/03/2022 |
| Total 10-51700-511 GROUP HEALTH - RETIREES:      |                           |                  |                            |              | 3,042.85    |            |
| <b>10-52100-210 POLICE MAINTENANCE CONTRACTS</b> |                           |                  |                            |              |             |            |
| 218                                              | MILWAUKEE COUNTY EMS      | 19676            | YEARLY RADIO FEE/CAPITAL   | 11/01/2022   | 6,904.80    | 11/03/2022 |
| 5152                                             | JAMES IMAGING SYSTEMS, IN | 1245065          | REPAIR                     | 11/15/2022   | 180.00      | 11/18/2022 |
| 5152                                             | JAMES IMAGING SYSTEMS, IN | 1252987          | POLICE DEPARTMENT          | 11/15/2022   | 89.50       | 11/18/2022 |
| Total 10-52100-210 POLICE MAINTENANCE CONTRACTS: |                           |                  |                            |              | 7,174.30    |            |
| <b>10-52100-221 ELECTRIC UTILITIES</b>           |                           |                  |                            |              |             |            |
| 536                                              | WE-ENERGIES               | 10/25/22         | 0702787382-00006           | 11/02/2022   | 1,661.70    | 11/03/2022 |
| Total 10-52100-221 ELECTRIC UTILITIES:           |                           |                  |                            |              | 1,661.70    |            |
| <b>10-52100-222 TELEPHONE UTILITIES</b>          |                           |                  |                            |              |             |            |
| 892                                              | SPECTRUM                  | 070433001110122  | 070433001                  | 11/08/2022   | 913.45      | 11/10/2022 |
| 892                                              | SPECTRUM                  | 202211010TA      | 8348 10 012 0041845 POLICE | 11/14/2022   | 21.89       | 11/18/2022 |
| 2136                                             | VERIZON WIRELESS          | 9919791133       | 786223225-00001 POLICE     | 11/14/2022   | 271.57      | 11/18/2022 |
| 2691                                             | CENTURYLINK-BUSINESS SVC. | 616380014        | 87619173                   | 11/08/2022   | .41         | 11/10/2022 |
| 5312                                             | AT & T- VILLAGE           | 10/22/2022       | 414 351-8900 758 7         | 11/02/2022   | 39.69       | 11/03/2022 |
| Total 10-52100-222 TELEPHONE UTILITIES:          |                           |                  |                            |              | 1,247.01    |            |
| <b>10-52100-232 VEHICLE MAINTENANCE</b>          |                           |                  |                            |              |             |            |
| 503                                              | VILLAGE HARDWARE - DPS    | 223669           | MISC                       | 11/04/2022   | 98.97       | 11/10/2022 |
| Total 10-52100-232 VEHICLE MAINTENANCE:          |                           |                  |                            |              | 98.97       |            |
| <b>10-52100-233 EQUIPMENT MAINTENANCE</b>        |                           |                  |                            |              |             |            |
| 904                                              | CKC GRAPHICS & SIGNS      | 5868             | DECALS                     | 11/14/2022   | 40.00       | 11/18/2022 |
| 2235                                             | TRAFFIC SAFETY WAREHOUSE  | 101873A          | SIGN STANDS                | 11/08/2022   | 74.85       | 11/10/2022 |
| 2248                                             | STOP-STICK LTD            | 0026668          | CORD REEL                  | 11/02/2022   | 170.00      | 11/03/2022 |
| 5839                                             | LEXISNEXIS                | 1246411-20221031 | MONTHLY FEE                | 11/04/2022   | 30.00       | 11/10/2022 |
| 102074                                           | AWARDS & MORE             | 088784           | PLAQUE                     | 11/17/2022   | 164.91      | 11/18/2022 |
| 102081                                           | GOODYEAR AUTO SERVICE CE  | 46514            | TIRES                      | 11/14/2022   | 1,082.18    | 11/18/2022 |
| 102114                                           | RAY O'HERRON CO, INC      | 2229080          | LUGER                      | 11/01/2022   | 472.50      | 11/03/2022 |
| Total 10-52100-233 EQUIPMENT MAINTENANCE:        |                           |                  |                            |              | 2,034.44    |            |
| <b>10-52100-234 BUILDING MAINTENANCE</b>         |                           |                  |                            |              |             |            |
| 503                                              | VILLAGE HARDWARE - DPS    | 223829           | MISC                       | 11/14/2022   | 17.98       | 11/18/2022 |
| 503                                              | VILLAGE HARDWARE - DPS    | 224121           | MISC                       | 11/21/2022   | 17.98       | 11/23/2022 |
| 503                                              | VILLAGE HARDWARE - DPS    | 224164           | NUTS BOLTS                 | 11/21/2022   | 15.37       | 11/23/2022 |
| 854                                              | AMERICAN SIGNAL CORP      | 11706            | REPAIR                     | 11/21/2022   | 903.75      | 11/23/2022 |
| 1898                                             | HALLMAN LINDSAY           | 149134-149257    | PAINT                      | 11/08/2022   | 336.82      | 11/10/2022 |
| Total 10-52100-234 BUILDING MAINTENANCE:         |                           |                  |                            |              | 1,291.90    |            |
| <b>10-52100-322 TRAINING</b>                     |                           |                  |                            |              |             |            |
| 1163                                             | FBINNA-WISCONSIN CHAPTER  | 2022HOL          | LUNCHEON                   | 11/01/2022   | 30.00       | 11/03/2022 |
| Total 10-52100-322 TRAINING:                     |                           |                  |                            |              | 30.00       |            |
| <b>10-52100-330 CLOTHING ALLOWANCE</b>           |                           |                  |                            |              |             |            |
| 473                                              | STREICHER'S               | 1600032          | PAUL                       | 11/14/2022   | 83.97       | 11/18/2022 |

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| Total 10-52100-330 CLOTHING ALLOWANCE:                 |                            |                 |                            |              | 83.97       |            |
| <b>10-52100-334 JANITORIAL SUPPLIES</b>                |                            |                 |                            |              |             |            |
| 393                                                    | PACKERLAND RENT-A-MAT INC. | 2948002         | 10586-10586 POLICE DEPARTM | 11/04/2022   | 198.01      | 11/10/2022 |
| 1585                                                   | QUILL CORPORTATION         | 28577908        | PAPER                      | 11/08/2022   | 66.49       | 11/10/2022 |
| Total 10-52100-334 JANITORIAL SUPPLIES:                |                            |                 |                            |              | 264.50      |            |
| <b>10-52100-335 SCHOOL EXPENSES</b>                    |                            |                 |                            |              |             |            |
| 511                                                    | WAUKESHA COUNT TECH. COL   | 0785319         | IN SERVICE                 | 11/01/2022   | 259.55      | 11/03/2022 |
| 2413                                                   | LEXIPOL                    | INVPR111226     | LMRS                       | 11/04/2022   | 1,344.25    | 11/10/2022 |
| 2988                                                   | WI TRAFFIC SAFETY OFFICERS | 2023KACnf       | ARENDT CONFERENCE FEES     | 11/01/2022   | 250.00      | 11/03/2022 |
| 5626                                                   | KALAHARI RESORT & CONVEN   | 1HLX2PUB-7IP2YN | IHLX2PUB                   | 11/08/2022   | 198.00      | 11/10/2022 |
| 5626                                                   | KALAHARI RESORT & CONVEN   | 1HLX2PUB-7IP2YN | 7IP2YNCH                   | 11/08/2022   | 198.00      | 11/10/2022 |
| Total 10-52100-335 SCHOOL EXPENSES:                    |                            |                 |                            |              | 2,249.80    |            |
| <b>10-53200-400 MATERIALS</b>                          |                            |                 |                            |              |             |            |
| 1800                                                   | MENARD'S - GERMANTOWN      | 33725           | MISC GENERAL               | 10/31/2022   | 197.24      | 11/03/2022 |
| Total 10-53200-400 MATERIALS:                          |                            |                 |                            |              | 197.24      |            |
| <b>10-53300-221 STREET LIGHTS - ELECTRIC</b>           |                            |                 |                            |              |             |            |
| 536                                                    | WE-ENERGIES                | 11/03/2022      | 0702787382-00001           | 11/08/2022   | 173.24      | 11/10/2022 |
| 536                                                    | WE-ENERGIES                | 11/08/2022      | 0702787382-00013           | 11/21/2022   | 17.59       | 11/23/2022 |
| Total 10-53300-221 STREET LIGHTS - ELECTRIC:           |                            |                 |                            |              | 190.83      |            |
| <b>10-53300-405 STREET MATERIALS</b>                   |                            |                 |                            |              |             |            |
| 458                                                    | SHERWIN INDUSTRIES, INC.   | SC049669        | FIBER BULK                 | 11/18/2022   | 200.00      | 11/23/2022 |
| Total 10-53300-405 STREET MATERIALS:                   |                            |                 |                            |              | 200.00      |            |
| <b>10-53300-495 MISCELLANEOUS SUPPLIES &amp; TOOLS</b> |                            |                 |                            |              |             |            |
| 1800                                                   | MENARD'S - GERMANTOWN      | 35054           | MISC GENERAL               | 11/21/2022   | 63.73       | 11/23/2022 |
| Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:     |                            |                 |                            |              | 63.73       |            |
| <b>10-53400-221 BUS STOP-ELECTRIC</b>                  |                            |                 |                            |              |             |            |
| 536                                                    | WE-ENERGIES                | 11/08/2022      | 0702787382-00005           | 11/21/2022   | 15.71       | 11/23/2022 |
| 536                                                    | WE-ENERGIES                | 11/08/2022      | 0702787382-00016           | 11/21/2022   | 15.71       | 11/23/2022 |
| 536                                                    | WE-ENERGIES                | 11/09/2022      | 0702787382-00003           | 11/16/2022   | 17.49       | 11/18/2022 |
| Total 10-53400-221 BUS STOP-ELECTRIC:                  |                            |                 |                            |              | 48.91       |            |
| <b>10-53700-300 MISCELLANEOUS EXPENSE</b>              |                            |                 |                            |              |             |            |
| 2241                                                   | ITU ABSORB TECH, INC       | 8010090         | SHOP                       | 11/09/2022   | 11.90       | 11/10/2022 |
| 2241                                                   | ITU ABSORB TECH, INC       | 8014258         | SHOP                       | 11/09/2022   | 11.90       | 11/10/2022 |
| 2241                                                   | ITU ABSORB TECH, INC       | 8018364         | SHOP                       | 11/18/2022   | 11.90       | 11/23/2022 |
| 2241                                                   | ITU ABSORB TECH, INC       | 8022422         | SHOP                       | 11/18/2022   | 11.90       | 11/23/2022 |
| Total 10-53700-300 MISCELLANEOUS EXPENSE:              |                            |                 |                            |              | 47.60       |            |
| <b>10-53700-341 REPAIR PARTS</b>                       |                            |                 |                            |              |             |            |
| 502                                                    | VILLAGE HARDWARE - VH      | 223873/1        | MISC HARDWARE              | 11/18/2022   | 8.00        | 11/23/2022 |
| 547                                                    | ROLAND MACHINERY           | 40110232        | LUBE SPIN                  | 11/09/2022   | 76.42       | 11/10/2022 |
| 547                                                    | ROLAND MACHINERY           | 40113092        | MISC                       | 11/09/2022   | 3.33        | 11/10/2022 |

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| 631                                       | FACTORY MOTOR PARTS        | 160-153432     | MISC               | 11/09/2022   | 32.66       | 11/10/2022 |
| 631                                       | FACTORY MOTOR PARTS        | 160-153877     | BATTERY LESS CORE  | 11/09/2022   | 117.54      | 11/10/2022 |
| 665                                       | LAKESIDE INTERNATIONAL TR  | 1378616P       | MISC               | 11/18/2022   | 65.29       | 11/23/2022 |
| 665                                       | LAKESIDE INTERNATIONAL TR  | 1378638P       | MISC               | 11/18/2022   | 769.32      | 11/23/2022 |
| 665                                       | LAKESIDE INTERNATIONAL TR  | 1378829P       | MISC               | 11/18/2022   | 16.38       | 11/23/2022 |
| 665                                       | LAKESIDE INTERNATIONAL TR  | 1378839P       | MISC               | 11/18/2022   | 20.24       | 11/23/2022 |
| 2609                                      | GRAY'S INC.                | 37777          | PARTS              | 11/18/2022   | 892.00      | 11/23/2022 |
| 4836                                      | REINDERS, INC.             | 6010589-01     | PARTS              | 11/18/2022   | 550.87      | 11/23/2022 |
| Total 10-53700-341 REPAIR PARTS:          |                            |                |                    |              | 2,552.05    |            |
| <b>10-53700-343 FUEL</b>                  |                            |                |                    |              |             |            |
| 631                                       | FACTORY MOTOR PARTS        | 160-152803     | DEF                | 11/09/2022   | 68.80       | 11/10/2022 |
| 631                                       | FACTORY MOTOR PARTS        | 160-153432     | DEF                | 11/09/2022   | 34.40       | 11/10/2022 |
| 1425                                      | ROTE OIL LTD               | 1799309        | FUEL               | 11/09/2022   | 3,349.01    | 11/10/2022 |
| 1425                                      | ROTE OIL LTD               | 1799311        | FUEL               | 11/09/2022   | 3,662.57    | 11/10/2022 |
| 2179                                      | EDWARD H. WOLF & SON'S INC | 251670         | FUEL               | 11/01/2022   | 2,705.98    | 11/02/2022 |
| 2179                                      | EDWARD H. WOLF & SON'S INC | 251683         | FUEL               | 11/01/2022   | 1,730.50    | 11/02/2022 |
| 2179                                      | EDWARD H. WOLF & SON'S INC | 269564         | FUEL               | 11/18/2022   | 2,568.19    | 11/21/2022 |
| 2179                                      | EDWARD H. WOLF & SON'S INC | 273474         | FUEL               | 11/22/2022   | 2,971.99    | 11/23/2022 |
| 2179                                      | EDWARD H. WOLF & SON'S INC | 274369         | FUEL               | 11/23/2022   | 2,220.14    | 11/23/2022 |
| Total 10-53700-343 FUEL:                  |                            |                |                    |              | 19,311.58   |            |
| <b>10-53800-220 GAS UTILITIES</b>         |                            |                |                    |              |             |            |
| 536                                       | WE-ENERGIES                | 10/25/2022     | 0702787382-00002   | 11/02/2022   | 142.78      | 11/03/2022 |
| Total 10-53800-220 GAS UTILITIES:         |                            |                |                    |              | 142.78      |            |
| <b>10-53800-221 ELECTRIC UTILITIES</b>    |                            |                |                    |              |             |            |
| 536                                       | WE-ENERGIES                | 10/25/2022     | 0702787382-00002   | 11/02/2022   | 1,158.92    | 11/03/2022 |
| Total 10-53800-221 ELECTRIC UTILITIES:    |                            |                |                    |              | 1,158.92    |            |
| <b>10-53800-222 TELEPHONE UTILITIES</b>   |                            |                |                    |              |             |            |
| 5312                                      | AT & T- VILLAGE            | 10/22/2022     | 414 351-8900 758 7 | 11/02/2022   | 55.57       | 11/03/2022 |
| Total 10-53800-222 TELEPHONE UTILITIES:   |                            |                |                    |              | 55.57       |            |
| <b>10-53800-224 CELL PHONES</b>           |                            |                |                    |              |             |            |
| 2136                                      | VERIZON WIRELESS           | 9919536653     | 787066169-00001    | 11/17/2022   | 184.52      | 11/18/2022 |
| Total 10-53800-224 CELL PHONES:           |                            |                |                    |              | 184.52      |            |
| <b>10-53800-300 MISCELLANEOUS EXPENSE</b> |                            |                |                    |              |             |            |
| 1074                                      | MATHESON TRI-GAS, INC      | 52089271       | ARGON              | 11/09/2022   | 34.10       | 11/10/2022 |
| 2241                                      | ITU ABSORB TECH, INC       | 8010092        | DPW                | 11/09/2022   | 27.73       | 11/10/2022 |
| 2241                                      | ITU ABSORB TECH, INC       | 8014260        | DPW                | 11/09/2022   | 27.73       | 11/10/2022 |
| 2241                                      | ITU ABSORB TECH, INC       | 8018366        | DPW                | 11/18/2022   | 27.73       | 11/23/2022 |
| 2241                                      | ITU ABSORB TECH, INC       | 8022424        | TOWELS/MATS        | 11/18/2022   | 217.52      | 11/23/2022 |
| Total 10-53800-300 MISCELLANEOUS EXPENSE: |                            |                |                    |              | 334.81      |            |
| <b>10-55100-210 CONTRACT SERVICES</b>     |                            |                |                    |              |             |            |
| 61                                        | BAYSIDE, VILLAGE OF        | 2200001144     | QUARTERLY LIBRARY  | 11/03/2022   | 64,461.50   | 11/07/2022 |
| Total 10-55100-210 CONTRACT SERVICES:     |                            |                |                    |              | 64,461.50   |            |

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| <b>10-55400-430 LX CLUB MATERIALS</b>    |                           |                 |                   |              |             |            |
| 890                                      | FOX POINT BAYSIDE LX CLUB | 11.1.22         | LX CLUB FEES      | 11/09/2022   | 200.00      | 11/10/2022 |
| Total 10-55400-430 LX CLUB MATERIALS:    |                           |                 |                   |              | 200.00      |            |
| <b>10-55440-220 GAS UTILITIES</b>        |                           |                 |                   |              |             |            |
| 536                                      | WE-ENERGIES               | 11/08/2022      | 0702787382-00011  | 11/21/2022   | 190.25      | 11/23/2022 |
| Total 10-55440-220 GAS UTILITIES:        |                           |                 |                   |              | 190.25      |            |
| <b>10-55440-221 ELECTRIC UTILITIES</b>   |                           |                 |                   |              |             |            |
| 536                                      | WE-ENERGIES               | 11/09/2022      | 0702787382-00010  | 11/16/2022   | 135.43      | 11/18/2022 |
| Total 10-55440-221 ELECTRIC UTILITIES:   |                           |                 |                   |              | 135.43      |            |
| <b>10-55440-450 SKATE RINK MATERIALS</b> |                           |                 |                   |              |             |            |
| 1800                                     | MENARD'S - GERMANTOWN     | 35054           | MISC GENERAL      | 11/21/2022   | 107.82      | 11/23/2022 |
| Total 10-55440-450 SKATE RINK MATERIALS: |                           |                 |                   |              | 107.82      |            |
| <b>10-56100-125 FORESTRY CONSULTANT</b>  |                           |                 |                   |              |             |            |
| 5933                                     | WACHTEL TREE SCIENCE & SE | 109877          | FORESTRY REQUESTS | 11/09/2022   | 4,306.25    | 11/10/2022 |
| Total 10-56100-125 FORESTRY CONSULTANT:  |                           |                 |                   |              | 4,306.25    |            |
| <b>20-61000-310 SUPPLIES/EXPENSES</b>    |                           |                 |                   |              |             |            |
| 61                                       | BAYSIDE, VILLAGE OF       | OLDLIBRARYBILLS | NORTHSHORE        | 11/10/2022   | 7.98        | 11/10/2022 |
| Total 20-61000-310 SUPPLIES/EXPENSES:    |                           |                 |                   |              | 7.98        |            |
| <b>20-61000-322 TRAINING</b>             |                           |                 |                   |              |             |            |
| 61                                       | BAYSIDE, VILLAGE OF       | OLDLIBRARYBILLS | NORTHSHORE        | 11/10/2022   | 4.85        | 11/10/2022 |
| Total 20-61000-322 TRAINING:             |                           |                 |                   |              | 4.85        |            |
| <b>20-61000-815 MEDIA</b>                |                           |                 |                   |              |             |            |
| 61                                       | BAYSIDE, VILLAGE OF       | OLDLIBRARYBILLS | MIDWEST TAPE      | 11/10/2022   | 22.49       | 11/10/2022 |
| Total 20-61000-815 MEDIA:                |                           |                 |                   |              | 22.49       |            |
| <b>21-46410 SEWER REVENUE</b>            |                           |                 |                   |              |             |            |
| 276                                      | WITT, GARY OR SUSAN       | 11/01/2022      | OVERPAYMENT WATER | 11/02/2022   | 268.56      | 11/03/2022 |
| 276                                      | WITT, GARY OR SUSAN       | 11/01/2022      | OVERPAYMENT WATER | 11/02/2022   | 2,417.13    | 11/03/2022 |
| Total 21-46410 SEWER REVENUE:            |                           |                 |                   |              | 2,685.69    |            |
| <b>21-71000-400 MATERIALS</b>            |                           |                 |                   |              |             |            |
| 776                                      | GRAINGER, INC.            | 9497246679      | LIFELINE          | 11/09/2022   | 1,676.05    | 11/10/2022 |
| 2260                                     | PORT A JOHN               | 1349267         | MONTHLY FEE       | 11/02/2022   | 113.00      | 11/03/2022 |
| Total 21-71000-400 MATERIALS:            |                           |                 |                   |              | 1,789.05    |            |
| <b>21-72000-220 GAS UTILITIES</b>        |                           |                 |                   |              |             |            |
| 536                                      | WE-ENERGIES               | 11/08/2022      | 0702787382-00004  | 11/21/2022   | 10.48       | 11/23/2022 |
| Total 21-72000-220 GAS UTILITIES:        |                           |                 |                   |              | 10.48       |            |

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| <b>21-72000-221 ELECTRIC UTILITIES</b>             |                          |                |                        |              |             |            |
| 536                                                | WE-ENERGIES              | 11/08/2022     | 0702787382-00007       | 11/21/2022   | 27.26       | 11/23/2022 |
| 536                                                | WE-ENERGIES              | 11/08/2022     | 0702787382-00004       | 11/21/2022   | 110.89      | 11/23/2022 |
| Total 21-72000-221 ELECTRIC UTILITIES:             |                          |                |                        |              | 138.15      |            |
| <b>21-72000-400 MATERIALS</b>                      |                          |                |                        |              |             |            |
| 1043                                               | THE WANASEK CORP         | 13503          | VAC TRUCK              | 11/09/2022   | 911.25      | 11/10/2022 |
| Total 21-72000-400 MATERIALS:                      |                          |                |                        |              | 911.25      |            |
| <b>21-73000-226 MMSD CHARGES</b>                   |                          |                |                        |              |             |            |
| 290                                                | MMSD                     | 241-22         | AUG-OCT                | 11/17/2022   | 118,916.43  | 11/18/2022 |
| Total 21-73000-226 MMSD CHARGES:                   |                          |                |                        |              | 118,916.43  |            |
| <b>21-73000-400 MATERIALS</b>                      |                          |                |                        |              |             |            |
| 50                                                 | BADGER METER, INC.       | 80111801       | HOSTING SERV UNIT      | 10/28/2022   | 75.97       | 11/03/2022 |
| 50                                                 | BADGER METER, INC.       | R766135        | SERV UNIT              | 10/14/2022   | 101.34      | 11/03/2022 |
| 415                                                | POSTMASTER               | AUG/NOV 2022   | AUG-NOV WATER BILLS    | 11/29/2022   | 384.22      | 11/30/2022 |
| 2136                                               | VERIZON WIRELESS         | 9919536653     | 787066169-00001        | 11/17/2022   | 37.50       | 11/18/2022 |
| Total 21-73000-400 MATERIALS:                      |                          |                |                        |              | 599.03      |            |
| <b>21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)</b> |                          |                |                        |              |             |            |
| 256                                                | KAPUR & ASSOCIATES, INC. | 113849         | GOODRICH COURT         | 11/09/2022   | 574.00      | 11/10/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 114264         | GOODRICH COURT         | 11/09/2022   | 2,610.92    | 11/10/2022 |
| 574                                                | UPI, LLC                 | 9.19.22        | SANITARY SEWER LATERAL | 11/09/2022   | 3,745.10    | 11/10/2022 |
| Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD): |                          |                |                        |              | 6,930.02    |            |
| <b>21-91000-871 TELEVISIONING</b>                  |                          |                |                        |              |             |            |
| 256                                                | KAPUR & ASSOCIATES, INC. | 113215         | CCTV                   | 11/09/2022   | 4,753.00    | 11/10/2022 |
| Total 21-91000-871 TELEVISIONING:                  |                          |                |                        |              | 4,753.00    |            |
| <b>21-91000-888 SEWER SYSTEM IMPROVEMENTS</b>      |                          |                |                        |              |             |            |
| 256                                                | KAPUR & ASSOCIATES, INC. | 112744         | SANITARY STORM CIPP    | 11/09/2022   | 7,879.00    | 11/10/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 113216         | SANITARY STORM CIPP    | 11/09/2022   | 8,041.00    | 11/10/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 114262         | SANITARY MANHOLE       | 11/09/2022   | 2,931.00    | 11/10/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 114263         | SANITARY STORM CIPP    | 11/09/2022   | 1,785.00    | 11/10/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 116002         | SANITARY STORM CIPP    | 11/02/2022   | 2,618.00    | 11/03/2022 |
| 256                                                | KAPUR & ASSOCIATES, INC. | 116003         | SANITARY MANHOLE       | 11/02/2022   | 1,071.00    | 11/03/2022 |
| 1247                                               | VISU-SEWER, INC.         | 11.8.22        | SANITARY SEWER REHAB   | 11/09/2022   | 185,193.95  | 11/10/2022 |
| Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:      |                          |                |                        |              | 209,518.95  |            |
| <b>23-55420-220 GAS UTILITIES</b>                  |                          |                |                        |              |             |            |
| 536                                                | WE-ENERGIES              | 11/09/2022     | 0702787382-00012       | 11/16/2022   | 9.57        | 11/18/2022 |
| Total 23-55420-220 GAS UTILITIES:                  |                          |                |                        |              | 9.57        |            |
| <b>23-55420-221 ELECTRIC UTILITIES</b>             |                          |                |                        |              |             |            |
| 536                                                | WE-ENERGIES              | 11/09/2022     | 0702787382-00012       | 11/16/2022   | 130.18      | 11/18/2022 |
| Total 23-55420-221 ELECTRIC UTILITIES:             |                          |                |                        |              | 130.18      |            |

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| <b>24-21545 STREET &amp; SIDEWALK DEPT</b>      |                          |                |                         |              |             |            |
| 2259                                            | HIGHLAND BUILDERS, LLC   | 1.056498       | BOND-DAISY LN FOX POINT | 11/10/2022   | 5,000.00    | 11/18/2022 |
| Total 24-21545 STREET & SIDEWALK DEPT:          |                          |                |                         |              | 5,000.00    |            |
| <b>24-52400-224 CELL PHONES</b>                 |                          |                |                         |              |             |            |
| 2136                                            | VERIZON WIRELESS         | 9919536653     | 787066169-00001         | 11/17/2022   | 35.00       | 11/18/2022 |
| Total 24-52400-224 CELL PHONES:                 |                          |                |                         |              | 35.00       |            |
| <b>25-46410 STORMWATER USER REVENUE</b>         |                          |                |                         |              |             |            |
| 276                                             | WITT, GARY OR SUSAN      | 11/01/2022     | OVERPAYMENT WATER       | 11/02/2022   | 1,233.58    | 11/03/2022 |
| Total 25-46410 STORMWATER USER REVENUE:         |                          |                |                         |              | 1,233.58    |            |
| <b>25-52400-397 PUBLIC EDUCATION PROGRAM</b>    |                          |                |                         |              |             |            |
| 39                                              | RUEKERT MIELKE, INC.     | 143914         | GENERAL SVCS            | 11/09/2022   | 530.25      | 11/10/2022 |
| Total 25-52400-397 PUBLIC EDUCATION PROGRAM:    |                          |                |                         |              | 530.25      |            |
| <b>25-53410-400 MATERIALS</b>                   |                          |                |                         |              |             |            |
| 776                                             | GRAINGER, INC.           | 9497246679     | LIFELINE                | 11/09/2022   | 1,676.06    | 11/10/2022 |
| Total 25-53410-400 MATERIALS:                   |                          |                |                         |              | 1,676.06    |            |
| <b>25-53800-210 CONTRACT SERVICES</b>           |                          |                |                         |              |             |            |
| 2136                                            | VERIZON WIRELESS         | 9919536653     | 787066169-00001         | 11/17/2022   | 30.00       | 11/18/2022 |
| Total 25-53800-210 CONTRACT SERVICES:           |                          |                |                         |              | 30.00       |            |
| <b>25-55410-310 SUPPLIES/EXPENSES</b>           |                          |                |                         |              |             |            |
| 415                                             | POSTMASTER               | AUG/NOV 2022   | AUG-NOV WATER BILLS     | 11/29/2022   | 384.22      | 11/30/2022 |
| Total 25-55410-310 SUPPLIES/EXPENSES:           |                          |                |                         |              | 384.22      |            |
| <b>25-91500-833 STORM SEWER SYSTEM IMPROVE.</b> |                          |                |                         |              |             |            |
| 256                                             | KAPUR & ASSOCIATES, INC. | 112598         | BARNETT RAVINE          | 11/09/2022   | 1,205.00    | 11/10/2022 |
| 256                                             | KAPUR & ASSOCIATES, INC. | 114265         | STORMWATER IMPROV       | 11/09/2022   | 2,835.00    | 11/10/2022 |
| 256                                             | KAPUR & ASSOCIATES, INC. | 116006         | STORMWATER IMPROV       | 11/02/2022   | 2,372.25    | 11/03/2022 |
| 5986                                            | WSO GRADING & EXCAVATING | 11.01.22       | BARNETT RAVINE          | 11/02/2022   | 7,302.53    | 11/03/2022 |
| Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.: |                          |                |                         |              | 13,714.78   |            |
| <b>40-91100-816 SMALL EQUIPMENT PURCHASES</b>   |                          |                |                         |              |             |            |
| 1374                                            | RECON POWER BIKES        | 11953          | BIKES                   | 11/28/2022   | 8,088.00    | 11/29/2022 |
| 2235                                            | TRAFFIC SAFETY WAREHOUSE | 101873A        | SIGN STANDS             | 11/08/2022   | 2,148.75    | 11/10/2022 |
| Total 40-91100-816 SMALL EQUIPMENT PURCHASES:   |                          |                |                         |              | 10,236.75   |            |
| <b>40-91200-801 SQUAD CARS</b>                  |                          |                |                         |              |             |            |
| 4976                                            | GENERAL COMMUNICATIONS   | 312142         | INSTALL                 | 11/01/2022   | 319.50      | 11/03/2022 |
| Total 40-91200-801 SQUAD CARS:                  |                          |                |                         |              | 319.50      |            |
| <b>40-91500-801 STREET RESURFACING</b>          |                          |                |                         |              |             |            |
| 256                                             | KAPUR & ASSOCIATES, INC. | 114260         | ROAD AND UTILITY        | 11/09/2022   | 78.00       | 11/10/2022 |
| 256                                             | KAPUR & ASSOCIATES, INC. | 114266         | LAKE DR                 | 11/09/2022   | 840.00      | 11/10/2022 |
| 256                                             | KAPUR & ASSOCIATES, INC. | 116004         | GENERAL PROF            | 11/02/2022   | 7,502.50    | 11/03/2022 |

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| 357                                               | MUNSON INC.               | 0086981        | BUS SHELF PAD          | 11/17/2022   | 6,510.00    | 11/18/2022 |
| 1073                                              | WI DEPT. OF TRANSPORTATIO | 395-0000283107 | DESIGN                 | 11/09/2022   | 7,412.73    | 11/10/2022 |
| 2016                                              | BAXTER & WOODMAN INC.     | 0239865        | ROAD AND UTILITY       | 11/02/2022   | 5,462.94    | 11/03/2022 |
| Total 40-91500-801 STREET RESURFACING:            |                           |                |                        |              | 27,806.17   |            |
| <b>40-91500-825 PROJECT MANAGEMENT</b>            |                           |                |                        |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 116001         | GENERAL PROF           | 11/02/2022   | 504.00      | 11/03/2022 |
| Total 40-91500-825 PROJECT MANAGEMENT:            |                           |                |                        |              | 504.00      |            |
| <b>40-91600-800 STORMWATER ROAD PROJECT</b>       |                           |                |                        |              |             |            |
| 2016                                              | BAXTER & WOODMAN INC.     | 0239865        | ROAD AND UTILITY       | 11/02/2022   | 5,462.95    | 11/03/2022 |
| Total 40-91600-800 STORMWATER ROAD PROJECT:       |                           |                |                        |              | 5,462.95    |            |
| <b>40-91600-830 SIGN REPLACEMENT</b>              |                           |                |                        |              |             |            |
| 502                                               | VILLAGE HARDWARE - VH     | 223983/1       | NUTS/BOLTS             | 11/16/2022   | 8.53        | 11/18/2022 |
| Total 40-91600-830 SIGN REPLACEMENT:              |                           |                |                        |              | 8.53        |            |
| <b>40-91600-833 TREE REPLACEMENT</b>              |                           |                |                        |              |             |            |
| 585                                               | LFGEORGE INC.             | LC16939        | RENTAL                 | 11/09/2022   | 1,600.00    | 11/10/2022 |
| 5933                                              | WACHTEL TREE SCIENCE & SE | 110203         | EAB                    | 11/09/2022   | 125.00      | 11/10/2022 |
| Total 40-91600-833 TREE REPLACEMENT:              |                           |                |                        |              | 1,725.00    |            |
| <b>40-91600-849 BEACH DRIVE-SHORELINE EROSION</b> |                           |                |                        |              |             |            |
| 983                                               | MSA PROFESSIONAL SVCS, IN | R17951003.0-15 | SHORELINE REPAIRS      | 11/17/2022   | 1,617.60    | 11/18/2022 |
| 1015                                              | BRIDGETOWER OPCO, LLC     | 745563916      | BIDS/CONSTRUCTION      | 11/02/2022   | 301.03      | 11/03/2022 |
| Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION: |                           |                |                        |              | 1,918.63    |            |
| <b>50-81000-601 SOURCE OF WATER SUPPLY</b>        |                           |                |                        |              |             |            |
| 378                                               | NORTH SHORE WATER COMMI   | 79             | MONTHLY                | 11/01/2022   | 23,613.93   | 11/03/2022 |
| Total 50-81000-601 SOURCE OF WATER SUPPLY:        |                           |                |                        |              | 23,613.93   |            |
| <b>50-81000-640 OPERATIONS LABOR WATER MAINS</b>  |                           |                |                        |              |             |            |
| 2839                                              | CITY WATER LLC            | 932            | MONTHLY MANAGEMENT FEE | 11/10/2022   | 6,200.00    | 11/18/2022 |
| Total 50-81000-640 OPERATIONS LABOR WATER MAINS:  |                           |                |                        |              | 6,200.00    |            |
| <b>50-81000-651 MAINTENANCE OF MAINS</b>          |                           |                |                        |              |             |            |
| 458                                               | SHERWIN INDUSTRIES, INC.  | SC049669       | FIBER BULK             | 11/18/2022   | 699.36      | 11/23/2022 |
| 474                                               | CORE & MAIN LP            | R765558        | LID/EXT                | 10/14/2022   | 183.48      | 11/03/2022 |
| 474                                               | CORE & MAIN LP            | R766135        | STIFFENER              | 10/14/2022   | 202.69      | 11/03/2022 |
| 776                                               | GRAINGER, INC.            | 9497246679     | LIFELINE               | 11/09/2022   | 1,676.05    | 11/10/2022 |
| 2241                                              | ITU ABSORB TECH, INC      | 8010091        | WATER DEPT             | 11/09/2022   | 8.60        | 11/10/2022 |
| 2241                                              | ITU ABSORB TECH, INC      | 8014259        | WATER DEPT             | 11/09/2022   | 8.60        | 11/10/2022 |
| 2241                                              | ITU ABSORB TECH, INC      | 8018365        | WATER DEPT             | 11/18/2022   | 8.60        | 11/23/2022 |
| 2241                                              | ITU ABSORB TECH, INC      | 8022423        | WATER                  | 11/18/2022   | 46.53       | 11/23/2022 |
| 5293                                              | LANNON STONE PRODUCTS     | 1352388        | WATER-STONE            | 11/04/2022   | 2,525.08    | 11/10/2022 |
| Total 50-81000-651 MAINTENANCE OF MAINS:          |                           |                |                        |              | 5,358.99    |            |
| <b>50-81000-800 CAPITAL OUTLAY</b>                |                           |                |                        |              |             |            |
| 39                                                | RUEKERT MIELKE, INC.      | 143915         | DESIGN SERVICES        | 11/09/2022   | 8,400.00    | 11/10/2022 |

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| 256                                             | KAPUR & ASSOCIATES, INC.  | 114261            | GENERAL PROF           | 11/09/2022   | 2,016.00    | 11/10/2022 |
| 256                                             | KAPUR & ASSOCIATES, INC.  | 116005            | WATERMAIN IMPROV       | 11/02/2022   | 574.00      | 11/03/2022 |
| 921                                             | CITY OF GLENDALE          | 2022EROSION       | EROSION                | 11/22/2022   | 315.00      | 11/23/2022 |
| 921                                             | CITY OF GLENDALE          | 2022RIGHTOFWAY    | RIGHT OF WAY PERMIT    | 11/22/2022   | 3,350.00    | 11/23/2022 |
| 983                                             | MSA PROFESSIONAL SVCS, IN | R17951007.0       | BEACH DR WATERMAIN     | 11/09/2022   | 16,128.55   | 11/10/2022 |
| 2016                                            | BAXTER & WOODMAN INC.     | 0239865           | ROAD AND UTILITY       | 11/02/2022   | 5,462.95    | 11/03/2022 |
| Total 50-81000-800 CAPITAL OUTLAY:              |                           |                   |                        |              | 36,246.50   |            |
| <b>50-81000-844 NSWC CAPITAL PROJECTS</b>       |                           |                   |                        |              |             |            |
| 378                                             | NORTH SHORE WATER COMMI   | 09/14/22 FILTERRA | FILTER RAILING REPAIRS | 11/23/2022   | 42.88       | 11/23/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 09/14/22FILTERUP  | FILTER UPGRADE         | 11/23/2022   | 232.73      | 11/23/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 10/12/2022FILTERR | FILTER RAILING REPAIRS | 11/23/2022   | 35.04       | 11/23/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 10/12/2022FILTERU | FILTER UPGRADE         | 11/23/2022   | 2,467.53    | 11/23/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 10/12/22SLUDGE    | SLUDGE EQUIPMENT       | 11/23/2022   | 3,773.43    | 11/23/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 11/09/2022 FILTER | FILTER RAILING REPAIRS | 11/09/2022   | 132.13      | 11/10/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 11/09/2022 FILTER | FILTER UPGRADE         | 11/09/2022   | 718.30      | 11/10/2022 |
| 378                                             | NORTH SHORE WATER COMMI   | 11/09/22 SLUDGE   | SLUDGE EQUIPMENT       | 11/09/2022   | 4,111.85    | 11/10/2022 |
| Total 50-81000-844 NSWC CAPITAL PROJECTS:       |                           |                   |                        |              | 11,513.89   |            |
| <b>50-81000-903 SUPPLIES AND EXPENSE</b>        |                           |                   |                        |              |             |            |
| 50                                              | BADGER METER, INC.        | 80111801          | HOSTING SERV UNIT      | 10/28/2022   | 75.97       | 11/03/2022 |
| 50                                              | BADGER METER, INC.        | R766135           | SERV UNIT              | 10/14/2022   | 101.35      | 11/03/2022 |
| Total 50-81000-903 SUPPLIES AND EXPENSE:        |                           |                   |                        |              | 177.32      |            |
| <b>50-81000-921 OFFICE SUPPLIES AND EXPENSE</b> |                           |                   |                        |              |             |            |
| 415                                             | POSTMASTER                | AUG/NOV 2022      | AUG-NOV WATER BILLS    | 11/29/2022   | 384.23      | 11/30/2022 |
| 2136                                            | VERIZON WIRELESS          | 9919536653        | 787066169-00001        | 11/17/2022   | 37.50       | 11/18/2022 |
| Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE: |                           |                   |                        |              | 421.73      |            |
| <b>50-84610 METERED SALES - RESIDENTIAL</b>     |                           |                   |                        |              |             |            |
| 276                                             | WITT, GARY OR SUSAN       | 11/01/2022        | OVERPAYMENT WATER      | 11/02/2022   | 2,667.72    | 11/03/2022 |
| Total 50-84610 METERED SALES - RESIDENTIAL:     |                           |                   |                        |              | 2,667.72    |            |
| Grand Totals:                                   |                           |                   |                        |              | 645,420.61  |            |

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Date Approved: \_\_\_\_\_

Village Manager: \_\_\_\_\_

Village Board: \_\_\_\_\_  
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STATE OF WISCONSIN :      VILLAGE OF FOX POINT      MILWAUKEE COUNTY

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION CONFIRMING OBLIGATION TO CONTRIBUTE TO  
NORTH SHORE FIRE DEPARTMENT'S BUDGET TO PAY DEBT SERVICE  
ON BONDS ISSUED BY THE CITY OF GLENDALE ON  
BEHALF OF THE NORTH SHORE FIRE DEPARTMENT**

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**WHEREAS**, the Village of Bayside, the Village of Brown Deer, the Village of Fox Point, the City of Glendale, the Village of River Hills, the Village of Shorewood, and the Village of Whitefish Bay (the communities listed hereinabove shall be referred to individually as a "Municipality" and collectively as the "Municipalities") are parties to an Amended and Restated North Shore Fire Services Agreement (the "Agreement"); and

**WHEREAS**, the Agreement provides for a jointly operated fire and emergency services department known as the North Shore Fire Department (the "Department") to serve the Municipalities; and

**WHEREAS**, the Board of Directors of the Department has recommended joint financing by the Municipalities for the Glendale Fire Station 82 project for the North Shore Fire Department (the "Project") for the benefit of the Department to more adequately serve the needs of the residents of the Municipalities; and

**WHEREAS**, the City of Glendale intends to issue approximately \$8,765,000 general obligation bonds (the "Bonds") to finance the Project on behalf of the Department; and

**WHEREAS**, the Agreement provides a financing formula (the "Formula") for determining each Municipality's annual financial contribution to the Department's operating, maintenance and capital budgets; and

**WHEREAS**, the Municipalities intend that each Municipality pay a share of the debt service on the Bonds in accordance with the Formula; and

**WHEREAS**, in consideration of the benefits to be received by the Municipality as a result of the Project and the issuance of the Bonds, the Village Board of the Municipality (the "Governing Body") hereby deems it necessary and in the best interest of the Municipality to confirm its commitment to pay its share of debt service on the Bonds (determined in accordance with the Formula) and provide for the issuance of a general obligation bond or promissory note to the City of Glendale to evidence that obligation.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Municipality, that:

1. This Municipality shall pay, as part of its annual financial contribution to the Department, its share of the debt service on the Bonds.

The amount of the debt service contribution by the Municipality each year shall be determined as described in Section 17 of the Agreement, and such contribution shall be payable upon the terms provided for in Section 17 of the Agreement; provided that upon termination, expulsion or withdrawal of the Municipality under the Agreement, the Municipality's share of the cost of the Project, to the extent not charged to and paid by the Municipality, shall be considered in applying the provisions of Section 21 of the Agreement regarding distribution of assets and shall be an offset against the amount the Municipality is to receive pursuant to Section 21 of the Agreement.

2. Municipality shall issue to the City of Glendale a general obligation bond or promissory note pursuant to Chapter 67, Wisconsin Statutes (the "Obligation") for the purpose of paying the Municipality's share of the cost of the Project. The share of Project costs for which each Municipality is responsible shall be determined based on the proportion of the Department's operating, maintenance and capital budgets for which the Municipality is responsible in the year in which the Obligation is issued. The interest rate, payment dates and other details with respect to the Obligation shall be determined by subsequent resolution of the Municipality.

3. The Municipality acknowledges that the City of Glendale, in issuing the Bonds, is relying on the representations and covenants made by the Municipality in this resolution and may take action to enforce the representations and covenants of the Municipality made hereunder.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point this 13<sup>th</sup> day of December, 2022.

VILLAGE OF FOX POINT

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Douglas H. Frazer  
Village President

Countersigned:

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

STATE OF WISCONSIN: VILLAGE OF FOX POINT MILWAUKEE COUNTY

**RESOLUTION NO. – 2022-\_\_**

**A RESOLUTION APPROVING A “SINGLE  
OR MULTI-YEAR CAPITAL” BUDGET FOR  
GLENDALE STATION 82 PROJECT**

**WHEREAS**, the Board of Directors of the North Shore Fire Department unanimously adopted Resolution No. 22-04, on November 30, 2022 (the “NSFD Budget Resolution”). The NSFD Budget Resolution (a copy is attached hereto and made part of this Resolution), adopts the “Single or Multi-Year Capital” Budget for the construction of a new fire station with an addition for fire department administrative offices and health department administrative offices in the City Glendale and further unanimously recommends the capital contribution budget for approval by each of the member municipalities by adoption of this Resolution; and

**WHEREAS**, a “Single or Multi-Year Capital” Budget must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Fox Point that the Village of Fox Point hereby approves the “Single or Multi-Year Capital Budget” for the construction of Fire Station 82 in the City of Glendale and agrees to payments to the NSFD in accordance with the provisions of the Financing Formula of the Agreement (with the estimated payments and due dates as outlined in the NSFD Budget Resolution) within 30 days of receipt of a statement from the NSFD and further directs the Village Clerk to provide a certified copy of this Resolution to the NSFD.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point this 13th day of December, 2022.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas H. Frazer  
Village President

Countersigned:

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



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

To: Village Board

From: Scott A. Botcher, Village Manager

cc: Staff

Date: December 7, 2022

Re: Fox Point Pool

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Consistent with the discussion last month, the Pool matter is on your agenda again this evening.

Attorney Larson prepared the two enclosed resolutions in an effort to give some direction and structure to what will hopefully be a conclusion to the matter.

There is some merit in tackling this long-standing issue one step at a time, as discussed at the recent Board meeting. The first step is to decide: do we want to be in the pool business going forward, or not? With that in mind, Attorney Larson prepared a resolution that saying the Village will remain in the pool business going forward. We believe this to be the feeling of the Board last month. Rise or fall, pinning down that decision is a big step toward resolving the issue.

The second resolution tackles the next question(s), namely: what kind of aquatic facility, and where? I suspect this resolution will engender more debate and you may not be ready to make a decision on this matter; further, you may wish to break this into two parts.

As an example, the Village Board may prefer to divide this issue, first deciding the amenities, and following with a subsequent resolution which would decide the location based on the space needed for the amenities. Of course, I would approach it in the reverse order, but I think the financial impacts drive, in a large part, the amenities, and it seems more appropriate to address those first.

Thank you.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION CONCERNING THE VILLAGE OF FOX POINT MUNICIPAL  
AQUATIC FACILITIES**

WHEREAS, for many years the Village of Fox Point Village staff and Village Board have been aware of physical and financial challenges facing the Fox Point Municipal Pool, which demonstrate the facility is nearing the end of its useful life; and

WHEREAS, the Fox Point Municipal Pool is a recreational facility many residents have enjoyed since the pool was constructed in 1968, but nothing in applicable laws requires the Village to own or operate a municipal aquatics facility and doing so requires expenditure of taxpayer funds; and

WHEREAS, in 2016 the Fox Point Village Board created the "Fox Point Municipal Pool Advisory Committee" to study the issue and receive feedback from Village of Fox Point residents; and

WHEREAS, in 2019 the Pool Advisory Committee completed a survey of Village residents, in which 85.4% of the Village residents indicated they agree or strongly agree that "Fox Point should continue to feature a Village pool"; and

WHEREAS, the Village Board intends to address the pool issue incrementally, with the first question being whether the Village government will continue to own and operate an aquatics facility; and

WHEREAS, the Village Board, upon review of the recommendation made by the Municipal Pool Advisory Committee, finds that it is in the best interest of the Village of Fox Point to continue to offer a municipally owned and operated aquatics facility, if private funding demonstrates sufficient community support.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, as follows: The Village Board hereby determines that upon sufficient assurance of donations to fund at least \$\_\_\_\_\_ toward the cost, then contemporaneous with the razing of the Fox Point Municipal Pool, the Village of Fox Point will construct, own and operate a new municipal aquatic facility.

BE IT FURTHER RESOLVED that the particular municipal aquatic facility amenities and the location of such municipal aquatic facilities that the Village will construct, own and operate will be decided by separate action of the Village Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION CONCERNING THE TYPE AND LOCATION OF  
VILLAGE OF FOX POINT MUNICIPAL AQUATIC FACILITIES**

WHEREAS, for many years the Village of Fox Point Village staff and Village Board have been aware of physical and financial challenges facing the Fox Point Municipal Pool, which demonstrate the facility is nearing the end of its useful life; and

WHEREAS, the Fox Point Municipal Pool is a recreational facility many residents have enjoyed since the pool was constructed in 1968, but nothing in applicable laws requires the Village to own or operate a municipal aquatic facility and doing so requires expenditure of taxpayer funds; and

WHEREAS, in 2016 the Fox Point Village Board created the "Fox Point Municipal Pool Advisory Committee" to study the issue and receive feedback from Village of Fox Point residents; and

WHEREAS, by separate Resolution adopted on or about \_\_\_\_\_ by the Village of Fox Point Village Board, the Village Board determined that upon receipt of sufficient assurance of private donations to fund at least \$\_\_\_\_\_, then contemporaneous with the razing of the Fox Point Municipal Pool, the Village of Fox Point will construct, own and operate a new municipal aquatic facility; but such resolution specifically reserved the questions of the types of municipal aquatic facilities that would be provided, and the location of the facilities; and

WHEREAS, in 2020 the Pool Advisory Committee completed its work and provided its recommendation to the Board, specifically recommending the concept of a central, "community heart" in the Village, located at north Longacre Park, with new pool construction; and

WHEREAS, while the Village Board reserves the question of other possible improvements at Longacre, the Village Board accepts the recommendation of the Pool Advisory Committee to locate a swimming pool at Longacre Park; and

WHEREAS, the Village Board finds that providing a pool that accommodates swimming lanes helps to ensure that the aquatic facility is attractive to all ages.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, as follows: Upon receipt of sufficient assurance of private donations to fund at least \$\_\_\_\_\_ of the cost, then the new aquatic facility to be constructed, owned and operated by the Village of Fox Point shall include a swimming pool with 4 swimming lanes, and shall be located at Longacre Park.

BE IT FURTHER RESOLVED that Village staff are directed to solicit proposals for design and preparation of bid specifications of the aquatic facility accordingly, and to present such proposals to the Village Board for further action at an upcoming meeting of the Village Board.

BE IT FURTHER RESOLVED, that the decisions made herein are preliminary direction to staff and do not supplant the many necessary procedures required by law which will be followed in due course, and all rights are reserved.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

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**RESOLUTION 2022-XX**

**RESOLUTION OF APPRECIATION  
FARMERS MARKET FOUNDERS MARY AND JAMES LACHARITE**

**WHEREAS, MARY AND JAMES LACHARITE** founded the Fox Point Farmers' Market, an open-air fresh market with local farmers and food producers in 2003; and

**WHEREAS, MARY AND JAMES LACHARITE's** interest in small enterprises, healthy eating, civic engagement, and community involvement led them to found the Fox Point Farmers' Market twenty years ago in response to a Village survey noting a lack of community engagement in the Village; and

**WHEREAS, MARY AND JAMES LACHARITE's** service to the community has earned the gratitude of the residents, Village Staff and Village Board of the Village of Fox Point;

**WHEREAS, MARY AND JAMES LACHARITE's** dedicated service to the Fox Point Farmers' Market and its' mission to provide access to fresh, healthy food, support Wisconsin's small family farms and food producers, and build a vibrant gathering place for the community will be missed by all they served;

**NOW THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere thanks to **MARY AND JAMES LACHARITE** for their dedication to building community through the management and production of the Fox Point Farmers' Market over the past 20 years and wishes them well in retirement.

**PASSED AND ADOPTED this 13<sup>th</sup> day of December, 2022.**

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Douglas H. Frazer  
Village President

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



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

To: Village Board

From: Scott A. Botcher, Village Manager

cc: Staff

Date: December 7, 2022

Re: North Shore Health Department Agreement

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On your agenda is a revised North Shore Health Department (NSHD) agreement. The Director created a memo for each communities' benefit; notwithstanding, I wanted to distill it down for Fox Point.

The NSHD has long discussed having a single location as opposed to two as they do now (Brown Deer and Shorewood). Concurrently, the North Shore Fire Department (NSFD) has been replacing or updating outdated fire stations.

Throughout 2022, the NSFD has designed, bid and is about to sign an agreement to rebuild the Glendale Fire Station. As part of the design, the NSFD included approximately 3500 square feet for the NSHD.

Under the current (old) formula, both Brown Deer and Shorewood pay an extra amount (above the formulaic amount the rest of us pay) as it was deemed a benefit to have the NSHD in their communities.

With the consolidation into one site, Glendale, understandably so, did not want to pay two additional "shares" for having the NSHD in Glendale. Therefore, the formula was reworked in a fashion most similarly to the new library formula. At the end of it all, the cost to Fox Point is about \$400 annually.

NSFD and NSHD are requesting approval this month from all the communities so the NSFD can move ahead with the knowledge as to whether NSHD will be moving or not, and I concur with that request. The need to execute the construction contract by mid-January to hold the bid.

Attorney Larson and I have discussed this agreement, and a number of Attorney Larson's recommended changes were forwarded to the other 6 communities and have been incorporated into what you see tonight.

Again, I recommend your approval and the financial impact is very minimal. Thank you.



# NORTH SHORE HEALTH DEPARTMENT

To: North Shore Boards of Trustees and Common Council  
From: Becky Rowland, North Shore Health Department, Health Officer  
Date: December 2022  
Subject: North Shore Health Department: Intergovernmental Agreement Revision

The NSHD is moving toward building and co-locating with North Shore Fire/Rescue in Glendale. The current NSHD agreement, which goes through 2023, accounts for rental costs in Brown Deer and Shorewood, thus, it's critical to revise the current agreement in anticipation of a location change for NSHD in 2024. Reconfiguring the agreement now will ensure NSHD's smooth transition from Brown Deer and Shorewood, with the hope of maintaining uninterrupted services in 2024.

For most of 2022, NSHD and NSFR have been strategizing around co-locating our departments. In the month of November, after bids for the construction of Station 82 were received, including an alternate bid for the NSHD space, the NS Managers, NSHD Health Officer, and NSFR Chief collaborated to adjust the NSHD agreement to reflect the best interests of all 7 NS municipalities while supporting the construction and co-location of the 2 departments. As of November 18<sup>th</sup>, all parties came to a consensus around the changes required to the NSHD agreement.

A summary of the proposed changes to the current agreement, that will begin in 2024:

- Change the term of the agreement from 10 years to 8 years. This will allow for municipal population allocation to be based upon 2030 US Census data once this agreement concludes it 8 years.
- Eliminate Appendix A; make Appendix B the new Appendix A. The required services are written in Wisconsin state statute, thus not necessary to list here.
- Lock in cost allocation percentages share for all 8 years of the agreement. The communicable disease rates for 2018-2022 (30% of the whole) and the US Census data from 2020 (70% of the whole) will be used to determine the cost allocation for utilization for 2024-2031.
- Align the agreement with any changes in statutory references.
- Removal of administrative charge provision for Brown Deer because rent was factored into that total and will no longer be relevant. In its place an MOU between NSHD and Brown Deer will be implemented for future fiscal agency and administrative support.
- Provide a definition for utilization as it relates to communicable disease investigations, so the same comparators are used year over year.
- Removal of the third-party liability clause, as it was found to conflict with the hold harmless clause.



# NORTH SHORE HEALTH DEPARTMENT

The 2023 NSHD funding allocations are:

| <b>North Shore Health Department Formula</b> |                 |               |                   |                    |
|----------------------------------------------|-----------------|---------------|-------------------|--------------------|
| <b>2023 Dollars</b>                          |                 |               |                   |                    |
| <b>Current Formula</b>                       |                 |               |                   |                    |
| Municipality                                 | 2020 Population | NSHD Funding  | Cost Allocation % | Funding Per Capita |
| Bayside                                      | 4,482           | \$ 30,522.00  | 5.68%             | \$ 6.81            |
| Brown Deer                                   | 12,507          | \$ 121,283.00 | 22.57%            | \$ 9.70            |
| Fox Point                                    | 6,934           | \$ 50,082.00  | 9.32%             | \$ 7.22            |
| Glendale                                     | 13,357          | \$ 101,938.00 | 18.97%            | \$ 7.63            |
| River Hills                                  | 1,602           | \$ 12,144.00  | 2.26%             | \$ 7.58            |
| Shorewood                                    | 13,859          | \$ 121,283.00 | 22.57%            | \$ 8.75            |
| Whitefish Bay                                | 14,954          | \$ 100,057.00 | 18.62%            | \$ 6.69            |
|                                              |                 | \$ 537,309.00 |                   |                    |

In 2024, member agencies shall pay the following allocation of the annual budgeted operational charges based on communicable disease (30%) and population (70%):

| <b>North Shore Health Department Formula</b>                          |                 |                |               |                   |                    |
|-----------------------------------------------------------------------|-----------------|----------------|---------------|-------------------|--------------------|
| <b>2024 Dollars</b>                                                   |                 |                |               |                   |                    |
| <b>Option 2 - Remain with Current Formula, NSHD Moves to Glendale</b> |                 |                |               |                   |                    |
| Municipality                                                          | 2020 Population | Commun Disease | NSHD Funding  | Cost Allocation % | Funding Per Capita |
| Bayside                                                               | 4,482           | 5.3%           | \$ 32,235.62  | 6.22%             | \$ 7.19            |
| Brown Deer                                                            | 12,507          | 25.3%          | \$ 106,282.49 | 20.52%            | \$ 8.50            |
| Fox Point                                                             | 6,934           | 8.6%           | \$ 50,493.21  | 9.75%             | \$ 7.28            |
| Glendale                                                              | 13,357          | 22.5%          | \$ 106,484.17 | 20.56%            | \$ 7.97            |
| River Hills                                                           | 1,602           | 2.4%           | \$ 12,307.52  | 2.38%             | \$ 7.68            |
| Shorewood                                                             | 13,859          | 18.8%          | \$ 103,424.01 | 19.97%            | \$ 7.46            |
| Whitefish Bay                                                         | 14,954          | 17.1%          | \$ 106,646.66 | 20.59%            | \$ 7.13            |
|                                                                       | 67,695          |                | \$ 517,873.68 |                   |                    |



# NORTH SHORE HEALTH DEPARTMENT

Explanations of the revisions are presented in the table below:

| Changes in Expenses for North Shore Health Department                                                                     |    |             |                                                               |
|---------------------------------------------------------------------------------------------------------------------------|----|-------------|---------------------------------------------------------------|
| Shorewood Rental Fee Removed                                                                                              | \$ | (17,505.00) |                                                               |
| Brown Deer Admin/Rental Reduced                                                                                           | \$ | (19,549.32) |                                                               |
| Facility Capital Expenses                                                                                                 | \$ | 10,000.00   | <-- NSHD creates own capital fund or payment goes to NSFD     |
| Utility and Insurance Costs Added                                                                                         | \$ | 6,500.00    | <-- NSHD pays invoices to NSFD                                |
| Payment of Borrowing Costs                                                                                                | \$ | 15,000.00   | <-- Based on \$175,000 of borrowing paid through NSHD formula |
| NSHD Reducing Expenses/Add Grants                                                                                         | \$ | (30,000.00) | <-- NSHD moves expenses to grants or reduce expenses          |
|                                                                                                                           | \$ | 517,873.68  |                                                               |
| Note: Formula adjusted slightly so units for Brown Deer & Shorewood are eliminated; based on 30% usage and 70% per capita |    |             |                                                               |

For any years after 2031, Brown Deer and the member agencies shall recompute the 5-year average for communicable disease based on the years 2026-2030 and the per capita based on the 2030 US Census.

**AGREEMENT FOR PUBLIC HEALTH SERVICES**

**NORTH SHORE HEALTH DEPARTMENT**

VILLAGE OF BROWN DEER

AND

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, SHOREWOOD, WHITEFISH BAY; CITY OF GLENDALE;

[2024-2031](#)

**AGREEMENT FOR PUBLIC HEALTH SERVICES  
NORTH SHORE HEALTH DEPARTMENT**

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sec. 66.0301, Wis. Stats., by and between the Village of Brown Deer (hereinafter referred to as Brown Deer) and the City of Glendale; Villages of Bayside, Fox Point, River Hills, Shorewood, and Whitefish Bay (hereinafter referred to as "Member Agencies").

**WHEREAS**, Section 251.02(2). of the Wisconsin Statutes specifically states that "In a county with a population of ~~500,000~~ 750,000 or more, the governing body of each city or village shall establish a local health department that meets the requirements of this chapter (251) or shall contract with the local health department of another city or village in the county to have that local health department provide services"; and,

**WHEREAS**, Section 251.03 (1) of the Wisconsin Statutes provides for the creation of a local board of health; and,

**WHEREAS**, Section 251.04 of the Wisconsin Statutes prescribes the duties and powers of a local board of health that includes, but does not limit, assuring a maintenance level of at least a "Level ~~112~~", as defined in Section 251.05 (2)(~~a~~b) of the Wisconsin Statutes; and,

**WHEREAS**, Section 251.05 (3) of the Wisconsin Statutes further requires a local health department to: (a) regularly and systematically collect, assemble, analyze and make available information on the health of the community, including statistics on health status, community health needs and epidemiologic and other studies of health problems; (b) develop public health policies and procedures for the community; (c) involve key policymakers and the general public in determining a set of high priority public health services and assure these services to every member of the community; and, (d) submit data, as requested, to the local public health data system established by the department; and,

**WHEREAS**, Brown Deer and the Member Agencies have operated and funded a joint local health department since 2012, and

**WHEREAS**, Brown Deer and the Member Agencies have mutually benefited, both financially and through the provision of services, and

**WHEREAS**, Brown Deer and the Member Agencies desire to continue the operation and funding of the North Shore Health Department, and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, it is agreed by and between Brown Deer and Member Agencies as follows:

**SCOPE OF CONTRACT**

This Agreement supersedes and replaces all prior agreements for joint-local health department services, excepting that any provision of a previous agreement which is not specifically covered or amended by this Agreement shall remain in full force and effect, specifically, without limitation by enumeration herein, prior provisions relating to the organizational and governance structure of the North Shore Health Department.

#### DURATION

The initial term of the Agreement shall be for ~~40~~ 8 years and shall automatically renew for five-year periods thereafter. During the initial or any subsequent term, a Member Agency may notify the NSHD of its intent to withdraw for any reason whatsoever from the Agreement or not to renew the Agreement with at least three (3) years advance written notice prior to the end of a term.

#### SCOPE OF SERVICES

Brown Deer, on behalf of the North Shore Health Department, shall supply the following local public health services to all municipalities signatory to this agreement:

- A. Local Board of Health to discharge the powers, duties, and statutory obligations in accordance with Chapter 251 of the Wisconsin Statutes and DHS 140 of the Wisconsin Administrative Code for at least a Level II ~~or Level III~~ health department. Such services include, but are not limited to, public health nursing services, prevention and control of communicable disease and other disease, promotion of health and abatement or removal of human health hazards and selected objectives consistent with Healthier People in Wisconsin: A Public Health Agenda for Year 2020- the current state health plan and DHS 140.054 and 140.065 of the Wisconsin Administrative Code. General public health services are more fully set forth in Appendix A.
- B. Local Health Officer to provide at least Level II ~~or Level III~~ public health services, with qualifications and duties of said local public health officer as prescribed in Section 251.06 of the Wisconsin Statutes and to discharge the duties of said office in accordance with Section 251.06 (3) of the Wisconsin Statutes.
- C. Submit on behalf of the North Shore Department grant proposals to State, Federal, or other agencies to assist in defraying costs of providing services herein.
- D. Perform any other and further activities as may be necessary and proper to provide public health services.
- E. A Medical Officer who is the medical advisor and is licensed to practice medicine and surgery by the State of Wisconsin shall be appointed by the Board of Health for a two-year term.
- F. Upon approval and execution of this agreement, the above-named municipalities agree that public health services will be performed in each of the municipalities by the "North Shore Health Department." In providing such services under this agreement, the employees of the North Shore Health Department will be employees of Brown Deer and will perform under the Director, (local health officer) who will work under the general direction of the Chief Administrative Officer in each North Shore municipality party to this agreement, or his/her designee in his/her municipality.

#### **BOARD OF HEALTH**

The North Shore Board of Health shall be composed of a representative appointed by each municipality for a two-year term, and members of the Board of Health will be authorized to carry out the duties and functions as specified in Section 251.04 of the Wisconsin Statutes.

The Board shall ensure that the Department provides all services required by Chapter 251 of the Wisconsin State Statutes and DHS 140 of the Wisconsin Administrative Code for at least a Level II or Level III health department.

#### **CHARGES**

Brown Deer and Member Agencies shall pay an Operating Cost Allocation related to the North Shore Health Department as set forth in Appendix B.A. Annual Operating Cost Budget increases shall not exceed the average of the previous year's Member Agencies public safety (Police and Fire) collective bargaining agreement wage settlements, plus one percent (1%). Brown Deer and Member Agencies, through written consent, may increase the budgeted allocation beyond the applicable annual increase limit. Brown Deer shall provide Member Agencies with its Annual Operating Cost Allocations by September 15 each year.

Should a significant community specific public health event or emergency occur or be requested by Brown Deer or a Member Agency served by the NSHD, and the NSHD incurs additional costs, Brown Deer or the Member Agency involved shall be responsible for any additional costs incurred.

#### **LEGAL REPRESENTATION**

The Village of Brown Deer's municipal attorney will serve as the default legal counsel for the North Shore Health Department for general questions and legal issues that impact the entire jurisdiction. Fees for legal council will be paid for by the North Shore Health Department as part of their Administrative Charges paid to the Village of Brown Deer out of their general budget. If there is a need for enforcement actions in Brown Deer or a specific Member Agency, the municipal attorney for the impacted municipality will be consulted by the North Shore Health Department, and representation and all attorney's fees and costs regarding representation shall be paid for by the specific municipality.

#### **PAYMENTS**

Payments to the North Shore Health Department for Operative Costs shall be made fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year.

If a Member Agency fails to pay in full any payment to be made by it as provided by this Agreement on the due date, Member Agencies shall be indebted to Brown Deer for the payment due, plus interest at an annual percentage rate of eighteen percent (18%), from the due date until full payment. In the event Brown Deer or any Member Agency commences legal action regarding payments due under this Agreement, the prevailing party in such action shall be entitled to its costs, disbursements, and reasonable attorney's fees.

### **THIRD-PARTY LIABILITY**

~~It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability of the party shall be found and shall be responsible for all costs and fees attendant with the defense or settlement of such a claim. Nothing in this Agreement shall be construed to limit the right of contribution of either party against the other in the event of liability to a third party. This Agreement is intended to be solely between the Parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits, or privileges of any kind whatsoever to any third party or parties.~~

### **DISPUTE RESOLUTION**

The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys' fees and costs.

### **AMENDMENTS**

Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of Brown Deer and all Member Agencies.

### **HOLD HARMLESS**

Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the NSHD or any Party by reason of services provided by the NSHD shall be the liability of the NSHD, subject to the contributions of the Parties herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Parties in accordance with the Operating Cost Allocation in Appendix A, notwithstanding the political jurisdiction in which such injury, loss, or damage occurs, through contributions by such Parties to the Operating Cost Budget, or if such operating budget is insufficient, through additional contributions to the NSHD made proportionately by the Member Agencies in accordance with Appendix A.

### **ASSIGNMENT**

No party may assign this Agreement.

### **SEVERABILITY**

If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

### **INSURANCE**

Brown Deer shall procure and maintain during the term of this Agreement insurance to cover this operation. Such insurance shall include, but not be limited to property, worker's compensation, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such insurance shall name each of the Member Agencies as an additional insured.

#### **WISCONSIN LAW**

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

#### **NO WAIVER OF IMMUNITIES**

Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of Brown Deer or the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

#### **ACKNOWLEDGMENT**

Member Agency acknowledge by the signature of its duly authorized representative below that Member Agency, or its authorized agent has read and understands all the terms and conditions of this Agreement as set forth herein, and Member Agency fully understands that Brown Deer is a provider of equipment and service and not an insurer, and Member Agency agree to be bound by such terms and conditions.

#### **ENTIRE AGREEMENT**

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Brown Deer and Member Agencies on this subject matter and is intended as a final expression of the Agreement of the parties and the complete and exclusive statement of the terms of the Agreement. All prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment, or modification.

This Agreement is not binding unless approved in writing by an Authorized Representative of Brown Deer. In the event of failure of approval, the only liability of Brown Deer shall be to return to Member Agencies the amount, if any, paid to Brown Deer upon signing of this Agreement. This Agreement supersedes and voids any previously existing agreement between Brown Deer and any of its Member Agencies.

#### **PRESUMPTIONS**

This Agreement is the result of negotiations between the Parties, each of whom was represented by counsel. No Party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

#### **AUTHORITY**

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties.

**VILLAGE OF BAYSIDE**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Eido Walny, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Rachel Safstrom, Village Clerk

**CITY OF GLENDALE**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Bryan Kennedy, Mayor

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Megan Humitz, City Clerk

**VILLAGE OF BROWN DEER**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Wanda Montgomery, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Caren Brustmann, Village Clerk

**VILLAGE OF FOX POINT**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Douglas Frazer, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Kelly Meyer, Village Clerk

**VILLAGE OF RIVER HILLS**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Christopher Noyes, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tammy LaBorde, Village Clerk

**VILLAGE OF SHOREWOOD**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ann McCullogh McKaig, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Toya Harrell, Village Clerk

**VILLAGE OF WHITEFISH BAY**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Kevin Buckley, Village President

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jamie Krueger, Village Clerk

## **APPENDIX A**

### **North Shore Health Department Services for the 7 North Shore Communities**

#### **General Provisions**

##### **Board of Health:**

- ~~Representation from each community.~~
- ~~Participation in program evaluation and staff selection process.~~
- ~~Carry out powers and duties specified in WI State Statute, Chapter 251.04.~~

##### **Finances:**

- ~~Budget management and preparation with Board of Health.~~
- ~~Village of Brown Deer as fiscal agent for the Department. Administrative fees will be charged at a rate of \$15,000 annually.~~
- ~~Annual budget presentation to Village of Brown Deer and any requesting municipalities.~~

##### **Grant Management:**

- ~~Negotiating and completing grant objectives.~~
- ~~Completing required annual grant reports.~~
- ~~Submitting grant expenditure reports and managing grant funds.~~

##### **Health Department Level:**

- ~~Maintain minimum Level II status as outlined in WI State Statute, Chapter 251 and WI Administrative Code, DHS 140.~~

##### **Location:**

- ~~2 locations at the existing facilities in Shorewood and Brown Deer.~~

##### **Partnerships:**

- ~~Collaborating with other community departments, school systems, healthcare facilities, businesses and senior and other community organizations.~~
- ~~Serve on local, regional, county, or state coalitions related to North Shore community health improvement initiatives.~~

##### **Program/Service Development:**

- ~~Public health programs and services developed according to needs as identified by a North Shore~~
- ~~Community Health Assessment and North Shore Community Health Improvement Plan and Department of Health Services Administrative Rule, 140.~~

**Program/Service Evaluation:**

~~Communities will have opportunities for continued evaluation of programs and services. North Shore Health Department will maintain a Performance Management System for tracking and reporting on department programs and services.~~

North Shore Health Department Services and Programs (in alphabetical order),

as of 2022

**Animal Bites to Humans** (WI State Statute, Chapter 95.21—Animal Health):

~~Quarantine dogs and cats after bites to humans in communities with local rabies control programs.~~

~~Collect and submit animal specimens for rabies testing.~~

~~Provide information to the public on health effects of animal bites.~~

~~Attend vicious animal hearings as requested by police.~~

**Beach Water Testing** (Grant from WI Department of Natural Resources):

~~Test water from Atwater, Klode, and Doctors Park beaches during swimming season.~~

~~Post test results at the beaches and on wibeaches.com. Close and reopen beaches to wading and swimming as necessary.~~

**Blood Pressure Checks** (Administrative Code, DHS 140—Public Health Nursing Services):

~~By appointment at either location. Monthly blood pressure clinics throughout North Shore.~~

**Cholesterol/Triglyceride/Glucose Screening** (WI Administrative Code, DHS 140—Public Health Nursing Services):

~~By appointment during monthly scheduled cholesterol clinics at both locations. Includes discussion of results with a public health nurse.~~

**Communicable Disease Control** (WI State Statute, Chapter 252—Communicable Disease):

~~Active surveillance of community schools, daycares and nursing homes. Receiving and analyzing communicable disease reports from these sources.~~

~~Follow up on communicable diseases according to state protocols.~~

~~Report disease outbreaks to the community via newsletters and the websites.~~

~~Provide antituberculosis medications to TB infected residents and doing directly observed therapy as required.~~

~~Home/school/business visits as necessary for disease prevention and control.~~

**Community Events** (WI Administrative Code, DHS 140—Services to Promote Health):

~~Participate in public health related community events throughout North Shore.~~

**Community Health Assessment** (WI Administrative Code, DHS 140, Public Health Nursing Services):

~~Participate in or lead a collaborative process resulting in a comprehensive community health assessment.~~

**Community Health Improvement Initiatives** (Priorities identified as part of Community Health Improvement Planning Process, WI Administrative Code, DHS 140). Example priorities include:

- Injury Prevention
- Chronic Disease Prevention and Control
- Mental Health and Wellness
- Substance Use
- Other Emerging Public Health Priorities

**Emergency Preparedness** (WI State Statute, Chapter 323—Emergency Management; CDC and WI Department of Health Services Grant Funding):

- Attend regional and statewide planning and training sessions and exercises.
- Provide information to the public on preparing for disasters and emergencies.
- 24-hour on-call availability of health department personnel via a cell phone number available to North Shore Fire/Rescue, community officials and police departments. Number available through Bayside Communications Center.

**Flu Clinics** (WI Administrative Code, DHS 140—Public Health Nursing Services):

- At varying locations throughout the North Shore.

**Food Safety and Recreational Licensing** (WI State Statute, Chapter 97.41—Retail Food; WI Administrative Code, DHS 140)

**Health Education and Information** (WI Administrative Code, DHS 140—Public Health Nursing Services, Services to Promote Health):

- Available from a public health nurse by phone or by visiting either location.
- Posted on community websites and social media.
- Printed educational materials available by request.
- Prepare community newsletter articles as requested.

**Home Visits** (WI Administrative Code, DHS 140—Public Health Nursing Services):

- Provide home visits for newborns, elderly, or others with health concerns or reportable communicable diseases.
- Provide home visits when referred by health care providers and fire and police departments.

**Human Health Hazard Investigation** (WI State Statute, Chapter 254.55—Human Health Hazards; WI Administrative Code, DHS 140):

- Follow up on referrals or concerns from public.

**Immunization Program** (WI Administrative Code, DHS 140—Public Health Nursing Services, Grant funding from WI Department of Health Services):

~~Offer two immunization clinics per month at the Shorewood location, two clinics per month at the Brown Deer location, one clinic per month at the North Shore Library.~~

~~Immunizations provided based on guidelines by the CDC and WI Department of Health Service's Vaccine for Children Program.~~

~~Access and update the statewide immunization database.~~

~~Assure compliance with Wisconsin Student Immunization Law.~~

**Lead Screening and Prevention** (WI State Statute, Chapter 254.152, Toxic Substances, Lead Poisoning, Grant funding from WI Department of Health Services):

~~Consultation and referral for families with a child with elevated blood lead levels.~~

~~Lead in water testing in North Shore childcare facilities~~

~~HEPA vacuum rental for lead particle cleanup.~~

**Maternal and Child Health** (WI Administrative Code, DHS 140—Public Health Nursing Services, Grant funding from WI Department of Health Service):

~~Priorities determined based on Maternal and Child Health Block Grant to DHS.~~

~~Priorities in 2018 include suicide prevention and support for breastfeeding in workplaces and childcare settings. Referrals for free mammograms and Pap tests for qualifying women through a State-funded program.~~

**Mosquito (West Nile Virus) Surveillance** (WI Administrative Code, DHS 140—Conduct Environmental Health Program):

~~Test ditches and catch basins for mosquito larvae in communities using larvicide, per requirements of DNR permit.~~

~~Provide public information on mosquito control and personal protection.~~

#### APPENDIX B A: Operating Cost Allocation

For the fiscal years 2023 2024-2031, Brown Deer and Member Agency billings to the North Shore Health Department ~~total~~ shall be allocated based on the number of communicable diseases and population. The formula will compute a five-year average for communicable diseases from 2018-2022 to determine the NSHD usage rates to be used for 2024-2031. Communicable disease cases are based upon notifications of reportable diseases received through the Wisconsin Electronic Disease Surveillance System (WEDSS) that statutorily require follow up by the North Shore Health Department. Usage based on communicable diseases will account for 30% of the determination of the total cost allocation share of municipal contributions. The remaining 70% will be determined based on municipalities per capita. The cost allocation percentage for years 2024-2031 shall be based on the 2020 U.S. Census figures. Member Agencies shall pay the following allocation of the annual budgeted operational charges (Operating Cost Allocation) for 2024-2031:

| Municipality  | 2020 Population | NSHD Contribution (%) |
|---------------|-----------------|-----------------------|
| Bayside       | 4,482           | 6.22%                 |
| Brown Deer    | 12,507          | 20.52%                |
| Fox Point     | 6,934           | 9.75%                 |
| Glendale      | 13,357          | 20.56%                |
| River Hills   | 1,602           | 2.38%                 |
| Shorewood     | 13,859          | 19.97%                |
| Whitefish Bay | 14,954          | 20.59%                |

The 2023 municipal contributions shall be based on the agreement approved by Brown Deer and Member Agencies for 2019-2023.

For any years after 2031, Brown Deer and the Member Agencies shall recompute the five-year average for communicable diseases based on years 2026-2030 and the per capita based on the 2030 U.S. Census figures.

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## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village of Fox Point Village Board  
**From:** Scott Brandmeier, Director of Public Works *SB*  
**Through:** Scott Botcher, Village Manager *SPB*  
**Date:** December 6, 2022  
**Re:** Beach Drive Coastal Resiliency Project Award

As reported at the budget meeting on November 21, 2022, MSA and the Village of Fox Point held the Beach Drive Coastal Resiliency Project bid opening on Tuesday, November 15, 2022. Seven contractors submitted bids for the project: C.W. Purpero, Drax Inc., Edgerton Contractors, Michels Corp., Payne & Dolan, Veit & Company, and Vinton Construction Company. Base bids ranged from \$3,689,804.83 up to \$6,230,490.35 with the apparent low bidder being Michels Corp. The next lowest bidder, Drax Inc., bid \$4,476,074.20 – a difference of \$786,269.37. The bid results are shown on the attached bid sheet and recommendation letter from MSA.

The bulk of the cost difference is the unit price for the revetment stone – Michels is under \$58 per ton while all others were above \$80 per ton. MSA has reviewed the proposed stone source and believes that the quarry source contains suitable material for the revetment stones for the project.

Aside from the revetment project, a path was added to the southern section adjacent to the shoreline but off the road. Based on prior correspondence with other granting agencies (e.g., Fund for Lake Michigan, Great Lakes Restoration Grant, etc.), it was my understanding that our grant applications would score higher if a path were included along the shoreline. Prior grant application submittals to Great Lakes Restoration were unsuccessful and a recent conversation with Fund for Lake Michigan leaves me with the impression that they are predominantly concerned with improvements to water quality adjacent to Lake Michigan. So, it appears that a path is not a required item as we were unsuccessful on prior grant requests and any request to MMSD and Fund for Lake Michigan will, instead, focus on the green infrastructure components and improvements to water quality to the lake.

As a result, the Board may elect, as a policy decision, to remove the path from the project which will reduce the cost approximately \$94,000. At the August 2021 and August 2022 public information meetings, most of the residents on Beach Drive who provided public comment echoed a similar sentiment: public access to the lake is fine but a path along the shoreline was not necessarily needed. Other residents, presumably not along Beach Drive, were either indifferent to the path or liked the idea.

Interestingly, many residents (regardless of where they live) commented that they were concerned about pedestrian safety along Beach Drive due to the amount of traffic that existed along the road. Certainly, incorporation of the path into the project is a policy decision and, while financially it may be prudent to eliminate the path from consideration, one should not ignore the safety concerns raised about walking alongside the road.

Tied into this consideration is a related citizen comment: that parking should not be allowed along Beach Drive. The Police Chief, Village Manager and I have all fielded questions whether parking is, in fact, allowed along Beach Drive. The Village Code does allow parking along Beach Drive, subject to issuance of a permit from the police department, but an argument has been made that the ordinance, when adopted, referred to Beach Road and not Beach Drive and that Beach Road only relates to the northern section of Beach Drive. However, the Zoning Map adopted by the Village Board at its July 2, 1926 meeting (refer to the attached map) shows that both the northern and southern stretches of Beach Drive were once referred to as Beach Road. Combined with a legal opinion from the Village Attorney (attached), it appears clear that parking is permitted along the southern stretch of Beach Drive as well as the northern section.

Aside from the issue of the path, Michels Foundations is qualified to perform the work as noted in MSA's recommendation letter. The quarry source, as noted, has suitable material and their bid is approximately \$800,000 less than the next lowest bidder. Therefore, it is my recommendation that the Village Board accept the bid of Michels Foundations and authorize the Village President and Village Clerk/Treasurer to sign the contract.



December 5, 2022

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

Re: Beach Drive Shoreline Resiliency Project  
Village of Fox Point

Dear Mr. Brandmeier:

With the bid opening of the Beach Drive Shoreline Repairs Project on Tuesday, November 15, 2022, there were seven (7) bids received for the project. The overall bid tabulation is attached with the breakdown of the bids. The bidders were verified that all bidders were responsive and qualified for the project with consideration of their sub-contractors. The lowest, responsible bidder is Michels with a bid breakdown as shown below:

Michels Foundations, Division of Michels Corp.  
817 W Main St  
Brownsville, WI 53006

**Base Bid Total:** **\$3,689,804.83**

**Subtractive Alternate - SA1**

**Remove Parallel Shoreline Trailing**

**Including Base** **\$93,853.76**

**Base Bid + SA1 Total:** **\$3,595,951.07**

The engineer's estimate for this project was **\$4,586,140.00**. Additionally, the Engineer's estimate Base Bid with Subtractive Alternative totaled **\$4,471,140.00**. FEMA is contributing 75% of the cost while the Village is responsible for the other 25% cost share up to the maximum of the \$2.2 million grant; anything beyond the \$1.6 million from FEMA is the responsibility of the Village. In addition, the Village is considering other fundraising opportunities to help with the project. MSA is committed to this project and will continue to work with the Contractor on potential cost saving measures and value engineering of the project to help reduce the cost if possible. However due to the nature of the revetment stone and the unit price bid we **recommend adding a cash contingency of 15%** of the total awarded contract amount due to the inconsistent nature of the void ratio of placed revetment stone and additional quantities for potential project limit extensions.

Michels Foundations submitted materials for the Hayton Quarry, located in Calumet County, Wisconsin. The materials submitted include geologic test results for the stone, a map of the quarry, and an existing project list where the in-place stone can be observed. It should be noted that during a review of the geologic test results the Resistance to Degradation of Large-Sized Coarse Aggregates by Abrasion and Impact of in the Los Angeles Machine (ASTM D5312) was submitted with a higher revolution count than the 500 revolutions specified. MSA has reached out to Michels for additional information to ensure that this test result will meet project specifications and will update the Village as soon as confirmation of test results are received. Based on all other test results submitted the stone from Hayton Quarry is a suitable material for revetment stones on this project.



While reviewing the submitted bids it was noted the Hayton Quarry submittal was used by six of the seven submitted bidders. Due to the nature of the stone requirements and a contractor's ability to consistently quarry a large stone there are a limited number of quarries that can meet the durability requirements and geological structure required for a revetment stone along the shores of Lake Michigan.

Please execute the enclosed Notice of Award in triplicate for the contract and return two copies to our office and keep one for your files. After receiving the executed copies, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

If you have any questions, please let us know and we are happy to discuss further. Thank you.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in dark ink, appearing to read "Marcus Rue", is written over a light gray rectangular background.

Marcus Rue, PE

# NOTICE OF AWARD

Date: December 5, 2022

Project:

Beach Drive Shoreline Resiliency Project

Owner:

Village of Fox Point

Owner's Contract No.:

Contract:

Village of Fox Point - Beach Drive Shoreline Resiliency Project

Engineer's Project No.:

17951003

Bidder:

Michels Foundation, A Division of Michels Construction, Inc.

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

817 Main Street

Brownsville, WI 53006

You are notified that your Bid dated November 15, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Beach Drive Shoreline Resiliency Project  
*Base Bid*

The Contract Price of your Contract is Three-million six-hundred eighty-nine thousand eight-hundred four Dollars and eighty-three Cents (\$3,689,804.83).

[ 3 ] copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

[ 3 ] sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [ 1 ] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Village of Fox Point

Owner

By:

Authorized Signature

Village President

Title

Copy to Engineer

Village of Fox Point Beach Drive Shoreline Resiliency Project (#8262411)  
Owner: VILLAGE OF FOX POINT  
Solicitor: MSA Professional Services - Milwaukee  
11/15/2022 10:00 AM CST

|                                        |                                                               |      |          | Michels Foundations, Division<br>of Michels Corp |                | Drax Inc.    |                | C.W. Purpero, Inc |                | Vinton Construction Company |                | Payne & Dolan, Inc. |                | Veit & Company, Inc. |                | Edgerton Contractors Inc. |                |
|----------------------------------------|---------------------------------------------------------------|------|----------|--------------------------------------------------|----------------|--------------|----------------|-------------------|----------------|-----------------------------|----------------|---------------------|----------------|----------------------|----------------|---------------------------|----------------|
| Item No.                               | Item Description                                              | UofM | Quantity | Unit Price                                       | Extension      | Unit Price   | Extension      | Unit Price        | Extension      | Unit Price                  | Extension      | Unit Price          | Extension      | Unit Price           | Extension      | Unit Price                | Extension      |
| PROJECT AREA 1 - NORTH Site Demolition |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 1                                      | Mobilization                                                  | LS   | 1        | \$23,856.89                                      | \$23,856.89    | \$100,000.00 | \$100,000.00   | \$11,000.00       | \$11,000.00    | \$80,000.00                 | \$80,000.00    | \$57,600.00         | \$57,600.00    | \$128,730.00         | \$128,730.00   | \$109,070.00              | \$109,070.00   |
| 3                                      | Erosion Control                                               | LS   | 1        | \$20,619.38                                      | \$20,619.38    | \$12,000.00  | \$12,000.00    | \$2,300.00        | \$2,300.00     | \$21,500.00                 | \$21,500.00    | \$1,386.00          | \$1,386.00     | \$4,200.00           | \$4,200.00     | \$2,107.00                | \$2,107.00     |
| 4                                      | Traffic Control                                               | LS   | 1        | \$1,057.15                                       | \$1,057.15     | \$2,000.00   | \$2,000.00     | \$1,200.00        | \$1,200.00     | \$16,000.00                 | \$16,000.00    | \$7,801.95          | \$7,801.95     | \$5,500.00           | \$5,500.00     | \$888.00                  | \$888.00       |
| 5                                      | Remove, Salvage, and Reinstall Signs                          | LS   | 1        | \$2,776.28                                       | \$2,776.28     | \$1,000.00   | \$1,000.00     | \$425.00          | \$425.00       | \$500.00                    | \$500.00       | \$225.00            | \$225.00       | \$6,435.00           | \$6,435.00     | \$2,791.00                | \$2,791.00     |
| 6                                      | Tree Protection                                               | LS   | 1        | \$793.22                                         | \$793.22       | \$4,000.00   | \$4,000.00     | \$1,000.00        | \$1,000.00     | \$500.00                    | \$500.00       | \$0.10              | \$0.10         | \$1,165.00           | \$1,165.00     | \$798.00                  | \$798.00       |
| 7                                      | Unclassified Excavation                                       | LS   | 1        | \$104,693.33                                     | \$104,693.33   | \$120,000.00 | \$120,000.00   | \$163,300.00      | \$163,300.00   | \$285,000.00                | \$285,000.00   | \$280,000.00        | \$280,000.00   | \$285,000.00         | \$285,000.00   | \$121,193.00              | \$121,193.00   |
| 8                                      | Clearing and grubbing                                         | LS   | 1        | \$1,699.76                                       | \$1,699.76     | \$5,000.00   | \$5,000.00     | \$5,000.00        | \$5,000.00     | \$5,000.00                  | \$5,000.00     | \$6,033.33          | \$6,033.33     | \$2,200.00           | \$2,200.00     | \$3,417.00                | \$3,417.00     |
| 9                                      | Exploratory Excivation                                        | EA   | 4        | \$436.22                                         | \$1,744.88     | \$2,000.00   | \$8,000.00     | \$800.00          | \$3,200.00     | \$855.00                    | \$3,420.00     | \$2,230.00          | \$8,920.00     | \$1,600.00           | \$6,400.00     | \$521.00                  | \$2,084.00     |
| Revetment Stone                        |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 10                                     | Project Area 1 - North - Revetment Total and Fabric           | TON  | 11692    | \$57.61                                          | \$673,576.12   | \$84.00      | \$982,128.00   | \$90.00           | \$1,052,280.00 | \$80.20                     | \$937,698.40   | \$85.00             | \$993,820.00   | \$96.00              | \$1,122,432.00 | \$124.00                  | \$1,449,808.00 |
| 11                                     | Project Area 1 - North - Revetment Production Quality Control | LS   | 1        | \$18.81                                          | \$18.81        | \$1,500.00   | \$1,500.00     | \$10,000.00       | \$10,000.00    | \$20,000.00                 | \$20,000.00    | \$70,000.00         | \$70,000.00    | \$17,500.00          | \$17,500.00    | \$10,196.00               | \$10,196.00    |
| Site Improvements                      |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 12                                     | Stabilized Gravel Path including base                         | SF   | 180      | \$15.08                                          | \$2,714.40     | \$10.00      | \$1,800.00     | \$22.00           | \$3,960.00     | \$35.00                     | \$6,300.00     | \$11.00             | \$1,980.00     | \$35.00              | \$6,300.00     | \$14.65                   | \$2,637.00     |
| 13                                     | 4-Inch Double Yellow Pavement Marking - Epoxy                 | LF   | 1600     | \$2.27                                           | \$3,632.00     | \$2.50       | \$4,000.00     | \$2.00            | \$3,200.00     | \$2.00                      | \$3,200.00     | \$2.00              | \$3,200.00     | \$2.20               | \$3,520.00     | \$2.28                    | \$3,648.00     |
| 14                                     | Mill and Pulverize Ex. Asphalt Pavement                       | SY   | 2350     | \$4.93                                           | \$11,585.50    | \$2.40       | \$5,640.00     | \$5.70            | \$13,395.00    | \$4.45                      | \$10,457.50    | \$4.35              | \$10,222.50    | \$4.80               | \$11,280.00    | \$4.96                    | \$11,656.00    |
| 15                                     | 4-Inch Asphaltic Concrete Pavement                            | TON  | 585      | \$118.42                                         | \$69,275.70    | \$117.00     | \$68,445.00    | \$104.00          | \$60,840.00    | \$102.00                    | \$59,670.00    | \$104.50            | \$61,132.50    | \$115.00             | \$67,275.00    | \$119.00                  | \$69,615.00    |
| 16                                     | Gravel Shoulder                                               | TON  | 130      | \$45.09                                          | \$5,861.70     | \$30.00      | \$3,900.00     | \$21.00           | \$2,730.00     | \$40.00                     | \$5,200.00     | \$50.00             | \$6,500.00     | \$27.00              | \$3,510.00     | \$31.70                   | \$4,121.00     |
| 17                                     | Breaker Run                                                   | TON  | 10       | \$45.09                                          | \$450.90       | \$30.00      | \$300.00       | \$60.00           | \$600.00       | \$50.00                     | \$500.00       | \$70.00             | \$700.00       | \$61.25              | \$612.50       | \$53.84                   | \$538.40       |
| 18                                     | Crushed Aggregate Base Course                                 | TON  | 8        | \$45.09                                          | \$360.72       | \$34.00      | \$272.00       | \$70.00           | \$560.00       | \$50.00                     | \$400.00       | \$80.00             | \$640.00       | \$34.00              | \$272.00       | \$38.52                   | \$308.16       |
| 19                                     | Culvert Pipe Reinforced Concrete Class III 12-Inch            | LF   | 85       | \$112.18                                         | \$9,535.30     | \$65.00      | \$5,525.00     | \$89.00           | \$7,565.00     | \$79.60                     | \$6,766.00     | \$99.00             | \$8,415.00     | \$85.00              | \$7,225.00     | \$82.87                   | \$7,043.95     |
| 20                                     | Culvert Pipe Reinforced Concrete Class V 12-Inch              | LF   | 112      | \$117.85                                         | \$13,199.20    | \$66.00      | \$7,392.00     | \$88.00           | \$9,856.00     | \$82.10                     | \$9,195.20     | \$104.00            | \$11,648.00    | \$68.00              | \$7,616.00     | \$75.11                   | \$8,412.32     |
| 21                                     | Culvert Pipe Reinforced Concrete Class V 15-Inch              | LF   | 54       | \$130.32                                         | \$7,037.28     | \$72.00      | \$3,888.00     | \$92.00           | \$4,968.00     | \$92.60                     | \$5,000.40     | \$115.00            | \$6,210.00     | \$93.00              | \$5,022.00     | \$68.26                   | \$3,686.04     |
| 22                                     | Culvert Pipe Reinforced Concrete Class V 18-Inch              | LF   | 30       | \$116.72                                         | \$3,501.60     | \$82.00      | \$2,460.00     | \$103.00          | \$3,090.00     | \$102.30                    | \$3,069.00     | \$103.00            | \$3,090.00     | \$107.00             | \$3,210.00     | \$77.08                   | \$2,312.40     |
| 23                                     | Reinforced Concrete Pipe Catch Basin 30-Inch                  | EA   | 5        | \$5,523.10                                       | \$27,615.50    | \$5,500.00   | \$27,500.00    | \$3,955.00        | \$19,775.00    | \$3,763.00                  | \$18,815.00    | \$4,874.00          | \$24,370.00    | \$4,200.00           | \$21,000.00    | \$5,446.00                | \$27,230.00    |
| 24                                     | Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch   | EA   | 3        | \$1,915.07                                       | \$5,745.21     | \$1,500.00   | \$4,500.00     | \$1,075.00        | \$3,225.00     | \$1,670.00                  | \$5,010.00     | \$1,690.00          | \$5,070.00     | \$2,800.00           | \$8,400.00     | \$1,357.00                | \$4,071.00     |
| 25                                     | Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch   | EA   | 1        | \$2,151.90                                       | \$2,151.90     | \$1,800.00   | \$1,800.00     | \$1,225.00        | \$1,225.00     | \$1,800.00                  | \$1,800.00     | \$1,899.00          | \$1,899.00     | \$3,100.00           | \$3,100.00     | \$1,363.00                | \$1,363.00     |
| 26                                     | Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch   | EA   | 1        | \$2,361.54                                       | \$2,361.54     | \$2,000.00   | \$2,000.00     | \$1,310.00        | \$1,310.00     | \$1,913.00                  | \$1,913.00     | \$2,084.00          | \$2,084.00     | \$3,300.00           | \$3,300.00     | \$1,502.00                | \$1,502.00     |
| 27                                     | Stone Headwall                                                | EA   | 1        | \$1,427.80                                       | \$1,427.80     | \$4,500.00   | \$4,500.00     | \$1,200.00        | \$1,200.00     | \$1,000.00                  | \$1,000.00     | \$3,500.00          | \$3,500.00     | \$4,700.00           | \$4,700.00     | \$1,740.00                | \$1,740.00     |
| 28                                     | Canopy Tree                                                   | EA   | 3        | \$963.20                                         | \$2,889.60     | \$2,000.00   | \$6,000.00     | \$975.00          | \$2,925.00     | \$500.00                    | \$1,500.00     | \$600.00            | \$1,800.00     | \$1,100.00           | \$3,300.00     | \$968.00                  | \$2,904.00     |
| 29                                     | Turf and Site Restoration                                     | SF   | 21960    | \$0.70                                           | \$15,372.00    | \$0.35       | \$7,686.00     | \$1.80            | \$39,528.00    | \$0.89                      | \$19,544.40    | \$2.00              | \$43,920.00    | \$0.40               | \$8,784.00     | \$0.46                    | \$10,101.60    |
| 30                                     | Excavation Below Subgrade                                     | CY   | 200      | \$32.50                                          | \$6,500.00     | \$100.00     | \$20,000.00    | \$93.00           | \$18,600.00    | \$89.00                     | \$17,800.00    | \$90.00             | \$18,000.00    | \$32.00              | \$6,400.00     | \$85.25                   | \$17,050.00    |
| PROJECT AREA 2 - SOUTH Site Demolition |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 31                                     | Mobilization                                                  | LS   | 1        | \$148,678.62                                     | \$148,678.62   | \$100,000.00 | \$100,000.00   | \$23,000.00       | \$23,000.00    | \$222,500.00                | \$222,500.00   | \$32,600.00         | \$32,600.00    | \$113,350.00         | \$113,350.00   | \$182,714.00              | \$182,714.00   |
| 33                                     | Erosion Control                                               | LS   | 1        | \$35,067.37                                      | \$35,067.37    | \$12,000.00  | \$12,000.00    | \$6,000.00        | \$6,000.00     | \$22,100.00                 | \$22,100.00    | \$3,424.00          | \$3,424.00     | \$6,600.00           | \$6,600.00     | \$5,810.00                | \$5,810.00     |
| 34                                     | Traffic Control                                               | LS   | 1        | \$2,756.92                                       | \$2,756.92     | \$2,000.00   | \$2,000.00     | \$2,500.00        | \$2,500.00     | \$21,000.00                 | \$21,000.00    | \$10,802.70         | \$10,802.70    | \$5,500.00           | \$5,500.00     | \$12,307.00               | \$12,307.00    |
| 35                                     | Remove, Salvage, and Reinstall Signs                          | LS   | 1        | \$3,059.58                                       | \$3,059.58     | \$700.00     | \$700.00       | \$425.00          | \$425.00       | \$500.00                    | \$500.00       | \$450.00            | \$450.00       | \$990.00             | \$990.00       | \$3,076.00                | \$3,076.00     |
| 36                                     | Tree Protection                                               | LS   | 1        | \$793.22                                         | \$793.22       | \$4,000.00   | \$4,000.00     | \$2,000.00        | \$2,000.00     | \$700.00                    | \$700.00       | \$125.00            | \$125.00       | \$2,300.00           | \$2,300.00     | \$797.00                  | \$797.00       |
| 37                                     | Unclassified Excavation                                       | LS   | 1        | \$183,194.06                                     | \$183,194.06   | \$225,000.00 | \$225,000.00   | \$341,000.00      | \$341,000.00   | \$486,000.00                | \$486,000.00   | \$750,000.00        | \$750,000.00   | \$538,400.00         | \$538,400.00   | \$262,724.00              | \$262,724.00   |
| 38                                     | Clearing and grubbing                                         | LS   | 1        | \$2,266.35                                       | \$2,266.35     | \$5,000.00   | \$5,000.00     | \$6,500.00        | \$6,500.00     | \$23,000.00                 | \$23,000.00    | \$5,538.75          | \$5,538.75     | \$3,575.00           | \$3,575.00     | \$3,417.00                | \$3,417.00     |
| 39                                     | Exploratory Excavation                                        | EA   | 4        | \$436.22                                         | \$1,744.88     | \$2,000.00   | \$8,000.00     | \$800.00          | \$3,200.00     | \$855.00                    | \$3,420.00     | \$2,230.00          | \$8,920.00     | \$1,750.00           | \$7,000.00     | \$521.00                  | \$2,084.00     |
| Revetment Stone                        |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 40                                     | Project Area 2 - South - Revetment Total and Fabric           | TON  | 26269    | \$57.54                                          | \$1,511,518.26 | \$84.00      | \$2,206,596.00 | \$90.00           | \$2,364,210.00 | \$80.20                     | \$2,106,773.80 | \$85.00             | \$2,232,865.00 | \$96.00              | \$2,521,824.00 | \$124.00                  | \$3,257,356.00 |
| 41                                     | Project Area 2 - North - Revetment Production Quality Control | LS   | 1        | \$18.81                                          | \$18.81        | \$1,500.00   | \$1,500.00     | \$18,000.00       | \$18,000.00    | \$20,000.00                 | \$20,000.00    | \$140,000.00        | \$140,000.00   | \$35,000.00          | \$35,000.00    | \$22,379.00               | \$22,379.00    |
| Site Improvements                      |                                                               |      |          |                                                  |                |              |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| 42                                     | Stabilized Gravel Path including base                         | SF   | 680      | \$12.64                                          | \$8,595.20     | \$10.00      | \$6,800.00     | \$14.00           | \$9,520.00     | \$27.50                     | \$18,700.00    | \$12.00             | \$8,160.00     | \$33.00              | \$22,440.00    | \$13.15                   | \$8,942.00     |
| 43                                     | 4-Inch Double Yellow Pavement Marking - Epoxy                 | LF   | 3200     | \$1.64                                           | \$5,248.00     | \$2.00       | \$6,400.00     | \$2.00            | \$6,400.00     | \$1.45                      | \$4,640.00     | \$1.45              | \$4,640.00     | \$1.60               | \$5,120.00     | \$1.65                    | \$5,280.00     |
| 44                                     | 4-Inch Asphaltic Concrete Pavement                            | TON  | 1140     | \$112.47                                         | \$128,215.80   | \$117.00     | \$133,380.00   | \$98.00           | \$111,720.00   | \$96.00                     | \$109,440.00   | \$99.25             | \$113,145.00   | \$110.00             | \$125,400.00   | \$113.00                  | \$128,820.00   |
| 45                                     | Mill and Pulverize Ex. Asphalt Pavement                       | SY   | 4500     | \$3.97                                           | \$17,865.00    | \$2.40       | \$10,800.00    | \$5.25            | \$23,625.00    | \$4.15                      | \$18,675.00    | \$3.50              | \$15,750.00    | \$3.85               | \$17,325.00    | \$4.00                    | \$18,000.00    |
| 46                                     | Gravel Shoulder                                               | TON  | 250      | \$45.09                                          | \$11,272.50    | \$30.00      | \$7,500.00     | \$21.00           | \$5,250.00     | \$40.00                     | \$10,000.00    | \$50.00             | \$12,500.00    | \$27.00              | \$6,750.00     | \$31.70                   | \$7,925.00     |
| 47                                     | Breaker Run                                                   | TON  | 115      | \$45.09                                          | \$5,185.35     | \$30.00      | \$3,450.00     | \$50.00           | \$5,750.00     | \$42.00                     | \$4,830.00     | \$70.00             | \$8,050.00     | \$60.00              | \$6,900.00     | \$52.57                   | \$6,045.55     |
| 48                                     | Crushed Aggregate Base Course                                 | TON  | 130      | \$45.09                                          | \$5,861.70     | \$30.00      | \$3,900.00     | \$42.00           | \$5,460.00     | \$47.00                     | \$6,110.00     | \$80.00             | \$10,400.00    | \$34.00              | \$4,420.00     | \$38.32                   | \$4,981.60     |
| 49                                     | Culvert Pipe Reinforced Concrete Class III 12- inch           | LF   | 705      | \$107.65                                         | \$75,893.25    | \$62.00      | \$43,710.00    | \$85.00           | \$59,925.00    | \$75.70                     | \$53,368.50    | \$95.00             | \$66,975.00    | \$71.00              | \$50,055.00    | \$81.55                   | \$57,492.75    |

|                                            |                                                             |      |          | Michels Foundations, Division<br>of Michels Corp |                | Drax Inc.   |                | C.W. Purpero, Inc |                | Vinton Construction Company |                | Payne & Dolan, Inc. |                | Veit & Company, Inc. |                | Edgerton Contractors Inc. |                |
|--------------------------------------------|-------------------------------------------------------------|------|----------|--------------------------------------------------|----------------|-------------|----------------|-------------------|----------------|-----------------------------|----------------|---------------------|----------------|----------------------|----------------|---------------------------|----------------|
| Item No.                                   | Item Description                                            | UofM | Quantity | Unit Price                                       | Extension      | Unit Price  | Extension      | Unit Price        | Extension      | Unit Price                  | Extension      | Unit Price          | Extension      | Unit Price           | Extension      | Unit Price                | Extension      |
| 50                                         | Culvert Pipe Reinforced Concrete Class V 12-Inch            | LF   | 270      | \$111.05                                         | \$29,983.50    | \$66.00     | \$17,820.00    | \$84.00           | \$22,680.00    | \$78.10                     | \$21,087.00    | \$98.00             | \$26,460.00    | \$86.00              | \$23,220.00    | \$70.33                   | \$18,989.10    |
| 51                                         | Culvert Pipe Reinforced Concrete Class V 30-Inch            | LF   | 35       | \$203.97                                         | \$7,138.95     | \$155.00    | \$5,425.00     | \$162.00          | \$5,670.00     | \$226.00                    | \$7,910.00     | \$180.00            | \$6,300.00     | \$170.00             | \$5,950.00     | \$156.34                  | \$5,471.90     |
| 52                                         | Culvert Pipe Reinforced Concrete Class V 54-Inch            | LF   | 30       | \$634.58                                         | \$19,037.40    | \$475.00    | \$14,250.00    | \$416.00          | \$12,480.00    | \$444.00                    | \$13,320.00    | \$560.00            | \$16,800.00    | \$380.00             | \$11,400.00    | \$470.00                  | \$14,100.00    |
| 53                                         | Reinforced Concrete Pipe Catch Basin 30-Inch                | EA   | 7        | \$5,725.94                                       | \$40,081.58    | \$6,000.00  | \$42,000.00    | \$4,090.00        | \$28,630.00    | \$3,763.00                  | \$26,341.00    | \$5,053.00          | \$35,371.00    | \$3,800.00           | \$26,600.00    | \$5,449.00                | \$38,143.00    |
| 54                                         | Reinforced Concrete Pipe Manhole 60-Inch                    | EA   | 1        | \$9,190.06                                       | \$9,190.06     | \$5,500.00  | \$5,500.00     | \$6,460.00        | \$6,460.00     | \$5,514.00                  | \$5,514.00     | \$8,110.00          | \$8,110.00     | \$7,450.00           | \$7,450.00     | \$4,242.00                | \$4,242.00     |
| 55                                         | Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch | EA   | 5        | \$1,688.43                                       | \$8,442.15     | \$1,100.00  | \$5,500.00     | \$1,075.00        | \$5,375.00     | \$1,670.00                  | \$8,350.00     | \$1,490.00          | \$7,450.00     | \$2,800.00           | \$14,000.00    | \$1,147.00                | \$5,735.00     |
| 56                                         | Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch | EA   | 1        | \$4,150.82                                       | \$4,150.82     | \$2,500.00  | \$2,500.00     | \$3,485.00        | \$3,485.00     | \$3,005.00                  | \$3,005.00     | \$3,663.00          | \$3,663.00     | \$5,000.00           | \$5,000.00     | \$2,832.00                | \$2,832.00     |
| 57                                         | Apron Endwalls for Culvert Pipe Reinforced Concrete 54-Inch | EA   | 1        | \$15,488.25                                      | \$15,488.25    | \$7,000.00  | \$7,000.00     | \$8,525.00        | \$8,525.00     | \$7,282.00                  | \$7,282.00     | \$13,668.00         | \$13,668.00    | \$12,000.00          | \$12,000.00    | \$7,722.00                | \$7,722.00     |
| 58                                         | Reinforced Concrete Pipe (Bend) 54-Inch                     | EA   | 1        | \$12,598.65                                      | \$12,598.65    | \$5,500.00  | \$5,500.00     | \$4,500.00        | \$4,500.00     | \$6,670.00                  | \$6,670.00     | \$11,118.00         | \$11,118.00    | \$4,200.00           | \$4,200.00     | \$5,489.00                | \$5,489.00     |
| 59                                         | Stone Headwall                                              | EA   | 10       | \$1,427.80                                       | \$14,278.00    | \$4,500.00  | \$45,000.00    | \$1,200.00        | \$12,000.00    | \$1,000.00                  | \$10,000.00    | \$3,500.00          | \$35,000.00    | \$3,600.00           | \$36,000.00    | \$1,580.00                | \$15,800.00    |
| 60                                         | Sanitary Manhole Lining Improvements                        | EA   | 7        | \$4,362.73                                       | \$30,539.11    | \$4,000.00  | \$28,000.00    | \$3,650.00        | \$25,550.00    | \$3,550.00                  | \$24,850.00    | \$3,550.00          | \$24,850.00    | \$1,220.00           | \$8,540.00     | \$4,044.00                | \$28,308.00    |
| 61                                         | Internal Drop Bowl w/ Down-Piping                           | EA   | 3        | \$5,665.88                                       | \$16,997.64    | \$1,400.00  | \$4,200.00     | \$2,800.00        | \$8,400.00     | \$2,875.00                  | \$8,625.00     | \$5,000.00          | \$15,000.00    | \$3,200.00           | \$9,600.00     | \$1,420.00                | \$4,260.00     |
| 62                                         | Adjust and Waterproof Existing Sanitary Sewer Manhole       | EA   | 7        | \$2,846.54                                       | \$19,925.78    | \$800.00    | \$5,600.00     | \$3,950.00        | \$27,650.00    | \$3,437.00                  | \$24,059.00    | \$2,512.00          | \$17,584.00    | \$2,000.00           | \$14,000.00    | \$3,012.00                | \$21,084.00    |
| 63                                         | Sanitary Sewer Main Lining, 8-Inch                          | LF   | 310      | \$78.19                                          | \$24,238.90    | \$65.00     | \$20,150.00    | \$61.00           | \$18,910.00    | \$59.00                     | \$18,290.00    | \$59.00             | \$18,290.00    | \$63.52              | \$19,691.20    | \$67.00                   | \$20,770.00    |
| 64                                         | Reinstate Sanitary Lateral Connections                      | EA   | 6        | \$169.98                                         | \$1,019.88     | \$100.00    | \$600.00       | \$102.00          | \$612.00       | \$100.00                    | \$600.00       | \$100.00            | \$600.00       | \$1,382.49           | \$8,294.94     | \$113.00                  | \$678.00       |
| 65                                         | Grout Lateral Connection                                    | EA   | 6        | \$453.27                                         | \$2,719.62     | \$400.00    | \$2,400.00     | \$410.00          | \$2,460.00     | \$400.00                    | \$2,400.00     | \$400.00            | \$2,400.00     | \$1,450.00           | \$8,700.00     | \$455.00                  | \$2,730.00     |
| 66                                         | Canopy Tree                                                 | EA   | 5        | \$963.20                                         | \$4,816.00     | \$1,000.00  | \$5,000.00     | \$975.00          | \$4,875.00     | \$500.00                    | \$2,500.00     | \$600.00            | \$3,000.00     | \$1,100.00           | \$5,500.00     | \$968.00                  | \$4,840.00     |
| 67                                         | Turf and site restoration                                   | SF   | 50192    | \$0.70                                           | \$35,134.40    | \$0.35      | \$17,567.20    | \$1.35            | \$67,759.20    | \$0.89                      | \$44,670.88    | \$2.00              | \$100,384.00   | \$0.40               | \$20,076.80    | \$0.46                    | \$23,088.32    |
| 68                                         | Parallel Shoreline Tail Including Base                      | SF   | 7618     | \$12.32                                          | \$93,853.76    | \$5.00      | \$38,090.00    | \$10.00           | \$76,180.00    | \$23.75                     | \$180,927.50   | \$12.00             | \$91,416.00    | \$27.00              | \$205,686.00   | \$12.07                   | \$91,949.26    |
| 69                                         | Green Infrastructure Bioretention                           | LS   | 1        | \$130,881.84                                     | \$130,881.84   | \$10,000.00 | \$10,000.00    | \$37,000.00       | \$37,000.00    | \$88,000.00                 | \$88,000.00    | \$60,000.00         | \$60,000.00    | \$98,000.00          | \$98,000.00    | \$41,816.00               | \$41,816.00    |
| Base Bid Items Total:                      |                                                             |      |          |                                                  | \$3,689,804.83 |             | \$4,476,074.20 |                   | \$4,821,943.20 |                             | \$5,182,917.58 |                     | \$5,561,976.83 |                      | \$5,771,246.44 |                           | \$6,230,490.35 |
| Subtractive Alternate                      |                                                             |      |          |                                                  |                |             |                |                   |                |                             |                |                     |                |                      |                |                           |                |
| SA1                                        | Remove Parallel Shoreline Trail Including Base              | LS   | -1       |                                                  | (\$93,853.76)  |             | (\$38,090.00)  |                   | (\$76,180.00)  |                             | (\$165,000.00) |                     | (\$60,000.00)  |                      | (\$205,686.00) |                           | (\$88,784.00)  |
| Base Bid with Subtractive Alternate Total: |                                                             |      |          |                                                  | \$3,595,951.07 |             | \$4,437,984.20 |                   | \$4,745,763.20 |                             | \$5,017,917.58 |                     | \$5,501,976.83 |                      | \$5,565,560.44 |                           | \$6,141,706.35 |



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

**To:** Village Board

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

**cc:** Staff

**Date:** December 8, 2022

**Re:** Lake Michigan Revetment Project Financing

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In addition to the Village Engineer's memos included, I wanted to summarize some significant financial considerations should you decide to proceed.

Should the Board approve this project, an initial borrowing resolution will appear on your January agenda with an eye toward a March sale date and early April close.

While almost any deal is theoretically possible to structure, these financing options appear to be the ones in our probable best interests and actually saleable in the market. Staff and Baird will caucus over the month of December and return with a recommendation in January, to be reflected in the Initial Borrowing Resolution.

**Option 1 – 10 Year Private Placement** (Assumes we would bid this out to local/national banks) - I would expect to get some good bids, but the bank placement market is not a predictable as the public market for longer-term issues.)

- Assumes interest only until 2026. We would apply \$1.6 million in grant money to reduce the subsequent principle. We could either apply the \$1.6 million to the existing loan in some potential way or refinance into a new loan depending on market conditions.
- The interest through 2025 would be paid and not capitalized.

**Option 2 – 3 Year Private Placement** (Assumes we would bid this out to local/national banks)

- Assumes interest only until 2026. We would apply \$1.6 million in grant money to reduce the subsequent long-term borrowing when it comes in. (Assumes a (probable) subsequent 10 year GO issue.)
- The interest through 2025 would be paid and not capitalized.

**Option 3 – 3 Year Public Offering** (Assumes we would issue this through the public market)

- Same as Option 2, just through the public market.

In the recent past (certainly within the last month), national bank rates were slightly inverted (\*see below) on the short-end and then started increasing around 8 years. The public market rates aren't currently inverted on the short-end as we observed in a recent Village of Ashwaubenon GO Notes issue. As an aside, municipal interest rates have dropped over 0.50% in the last month.

The market for municipal debt has been fluid, although not nearly as fluid as private fixed income market. As of this writing, there is speculation that the Federal Open Market Committee (FOMC) is projected to raise rates by .50% at its meeting December 13-14. That decision could finish a year worth 4.25% in increases over 9 months.

The Village does not need to make a decision on a preferred financing methodology until the January meeting; currently, all scenarios currently appear fairly equal in terms of immediate financial impacts, presenting different opportunities and risks, as expected, but Staff will dig deeper into these opportunities and risks throughout the month of December.

Thank you and please contact me with any questions.

\*(An inverted yield curve shows that long-term interest rates are less than short-term interest rates. With an inverted yield curve, the yield decreases the further away the maturity date is. If this inversion is substantial enough, it can be an incentive to go immediately into longer debt such as a 10 year GO issue.)

# Municipal LAW

& L I T I G A T I O N   G R O U P

DALE W. ARENZ (1935-2022)  
DONALD S. MOLTER, JR. (Retired)  
JOHN P. MACY  
H. STANLEY RIFFLE (Court Commissioner)  
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GREGORY M. PROCOPIO  
BENJAMIN T. CROCKETT  
ADAM J. MEYERS

STEPHEN J. CENTINARIO, JR.  
MICHAEL J. MORSE

September 9, 2022

Scott Brandmeier, DPW Director  
Village of Fox Point  
7200 N Santa Monica Blvd.  
Fox Point, WI 53217

**Re: Beach Drive  
Issues Raised  
New Information**

Dear Mr. Brandmeier:

I received your request that I update my legal conclusions dated February 8, 2022 concerning parking on Beach Drive given the additional information you forwarded to my attention. I have had an opportunity to carefully consider this matter

Based upon my research, I have the following comments, questions, concerns and recommendations in this regard.

1. February 8, 2022 Legal Opinion. Before I supplement my previous opinion based upon the new information, I am going to produce my previous opinion, in full, below:

- a. "Issue Raised. Does "Beach Road" in Section 586-1 of the Village Code mean the road that is now called "Beach Drive"?

My Response. Probably yes. Significant evidence shows that Beach Road was the name of the now Beach Drive in many places. While I do not have an exact date of when the name of the road changed, it is clear this was the prior name. I have found a few examples which I will go through below.

I was able to find three houses whose legal descriptions explicitly use the term "Beach Road." Those were for the homes at 7200 N. Beach Dr., 7515 N. Beach Dr., and 7624 N. Beach Dr. The legal descriptions are as follows:

*7200 N. Beach Dr: THAT PART OF THE SOUTHEAST  
FRACTIONAL 1/4 OF SECTION 16, AND THE NORTHEAST  
FRACTIONAL 1/4 OF SECTION 21, IN TOWNSHIP 8, NORTH,  
RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, COUNTY OF*

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MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21 AFORESAID; THENCE SOUTH 0 DEGREES 42 MINUTES WEST ALONG THE WEST LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21 AFORESAID, 7.64 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES EAST 530.44 FEET TO A POINT IN THE CENTER LINE OF THE NORTH **BEACH ROAD**, SAID LAST MENTIONED POINT, BEING THE PLACE OF BEGINNING FOR THE LAND TO BE DESCRIBED; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 25.51 FEET TO A STONE MONUMENT ON THE EAST LINE OF THE NORTH **BEACH ROAD**; THENCE SOUTH 89 DEGREES 43 MINUTES EAST ON A LINE 203.85 FEET TO A STONE MONUMENT; THENCE SOUTH 89 DEGREES 43 MINUTES EAST ON A LINE APPROXIMATELY 95.16 FEET TO A POINT ON THE LOW WATER MARK OF LAKE MICHIGAN; THENCE AP

7515 N. Beach Dr: PART OF LOTS 8 & 9 DESC IN REEL 909- IMAGE 9 SE 1/4 SEC 16-8-22, EXC PT DESC IN DOC 09956785 - ALL THAT PART OF THE SOUTHEAST 1/4, BEING A PART OF LOTS 8 AND 9, IN SECTION 16, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY, 50 FEET WIDE, KNOWN AS **BEACH ROAD**, WHICH SAID POINT IS 494.384 FEET SOUTH 0°42' WEST OF AND 1521.18 FEET SOUTH 89°57' EAST OF THE CENTER OF SAID SECTION 16; THENCE NORTH 80°02' WEST, 707.85 FEET TO A POINT MARKED BY A STONE MONUMENT; THENCE NORTH 5°17', EAST 90 FEET TO A POINT MARKED BY A STONE MONUMENT; THENCE SOUTH 80°28' EAST, 745.04 FEET TO A POINT IN THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 27°19' WEST, 100 FEET TO THE POINT OF COMMENCEMENT. ALSO THAT PORTION OF LAND LYING BETWEEN THE EASTERN, NORTHERN AND SOUTHERN BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT OF LAND AND THE ABOVE LINE OF LAKE MICHIGAN, SUBJECT TO THE EX

7624 N. Beach Dr: PARCEL 1: THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, IN TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT A POINT 507.42 FEET NORTH 0° 09' WEST OF AND 1208.10 FEET SOUTH 89° 56' EAST OF THE CENTER OF SAID SECTION 16, SAID POINT BEING IN THE CENTER OF THE NORTH **BEACH ROAD**; THENCE SOUTH 69° 05' EAST 267.82 FEET TO A POINT, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE LAND ABOUT TO BE DESCRIBED; RUNNING THENCE SOUTH 69° 05' EAST 325.66 FEET TO THE SHORE OF LAKE MICHIGAN; THENCE SOUTH 3° 45' WEST ALONG THE SHORE OF LAKE MICHIGAN, 214.56 FEET

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*TO A POINT; THENCE NORTH 69° 05' WEST, 389 FEET TO A POINT; THENCE NORTH 20° 55' EAST 204.99 FEET TO THE PLACE OF BEGINNING. PARCEL 2: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY WARRANTY DEED FROM HILDA GUTHRIE TO GRAULEY STEWART CRANE AND ROSALIE GARSON CRANE, HUSBAND AND WIFE, BY AN INSTRUMENT DATED SEPTEMBER 14, 1929 AND RECORDE*

In addition to these legal descriptions which clearly use the name “Beach Road” for homes now located on “Beach Drive” there are also many references to “Beach Road” in “Fox Point- A Planned Village, It’s Heritage and Development, 1843-1976.” This document was published by the Bicentennial Committee and the Village Board of Fox Point in 1978. On page 40 of the document it says the following regarding the development of Fox Point Streets:

*“Fox Lane and Beach Drive also appear on early maps although the received their names later.”*

Later on the same page, the document says the following in relation to early Fox Point resident building a home:

*“Frank bought 32 acres of land on the Lake Michigan shore along what is now known as **Beach Road**. He later divided it into two tracts, building a home of log construction at what is now the 7500 block of **Beach Road**.”*

Not only does the above use the name “Beach Road” for the roadway, it even describes where it was located. There is no question that Beach Road ran along the Lake Michigan shore, the exact same place where Beach Drive now sits. On page 42 of the document it makes a reference to older homes in the Village by saying:

*“The oldest year around residence with the exception of those mentioned earlier was the home built by architect Hugh Guthrie at 7632 N. **Beach Road** and the home at 6410 N. Lake Drive built by Frank Schmidt, a contractor.”*

The final mention of Beach Road is a resident’s recollection of the area around Beach Road. John Willetts said the following when talking about the Beach Road area:

*“The road from the bottom of the hill south was called South **Beach Road**, the road from the bottom of the hill north, the North **Beach Road**, and the road which connect both parts of **Beach Road** with Lake Drive, Spring Road.”*

It is clear from these numerous sources that “Beach Road” mentioned in the Village of Fox Point Village Code is the same road that is now named “Beach Drive.”

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The portion of the Village Code in question, Section 586-1 also uses the term “Beach Road.” This Ordinance to allow parking on “the Beach Road” was adopted in 1961, and it states as follows:

**§ 586-1 Parking.**

No person shall park any automobile, motor truck, motorcycle or similar motor vehicle upon **the Beach Road** in the limits of the Village or upon the beach adjacent thereto, except for the purpose of making necessary repairs, without a permit, or between the hours of 8:00 p.m. and 8:00 a.m.

The last piece of evidence that shows that Beach Road and Beach Drive are likely the same road, is the language in the Village Code itself. Section 586-1 says “the Beach Road” instead of just “Beach Road.” By adding the “the” before, one can infer that the Village Board at the time was talking about a location, rather than a specific road. The plain reading shows that “the Beach Road” was the road that ran along the Beach, not the specific name of the road itself.”

2. New Information. Since I provided the above opinion, you have forwarded the following documents:
  - a. June 22, 1926 Village Board meeting minutes;
  - b. Ordinance No. 10 adopted by the Village Board on June 22, 1926 regulating public use on North Beach Road;
  - c. Ordinance No. 14 adopted by the Village Board on July 2, 1926 which created a Zoning Map;
  - d. A 1971 legal opinion which analyzed the Village’s property rights in regard to the North Beach Road area; and
  - e. 1969 Resident Letters concerning the ownership of the beach located along Beach Road/Beach Drive.
3. Your New Question. “In light of this information, are you inclined to update your opinion of February 8, 2022? The reason I inquire is twofold: (1) I believe the foregoing information and map from 1926 clearly show that the road was known as Beach Road and (2) your opinion answered the question posed with “probably yes” and, based on the foregoing, I believe the answer to this question is a definitive yes.”

My Response. Based only upon the new information provided, I now answer the question as “Yes,” the reference to Beach Road in Section 586-1 of the Village Code does refer to what is now called North Beach Drive in my opinion. I reach this conclusion as follows:

- a. Historical Record of Road. The legal opinion provided is from 1971. In that opinion, the attorney provides a tremendous historical record concerning this issue, including the following:

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“On December 22, 1904, the Town Board of the Town of Milwaukee discontinued the then **Beach Road** and relocated the same at its present location”

Later in the opinion, it states:

“Since the land in question extends from the easterly line of what is now known as the **North Beach Road** to the low water mark of Lake Michigan...”

Moreover, it goes on to paraphrase a former resident’s recollection of the use of Beach Road:

“...The writer conferred with one person whose memory went back to 1910 and with others whose recollection antedated the incorporation of the Village, who confirmed that up until 1926 the general public used **North Beach Road** and said north Fox Point beach for parking, picnicing [sic], bathing...”

Later, the 1971 legal opinion quotes from the preamble of Ordinance No. 10, adopted in 1926 which states:

“The **Beach Road** in the Village of Fox Point and the beach adjacent thereto...”

Taken together, this historical record demonstrates that Beach Road was initially placed in 1904. Then, in 1926, an Ordinance was passed regulating parking on Beach Road, which was adjacent to the beach. Moreover, the road in 1926 was in the same location as it was in 1971 when the legal opinion was offered, and it is the same road as today, because North Beach Drive is adjacent to the Beach, the same way North Beach Road was.

- b. Historical Record of Ordinance. The history note in the current Village Code says the following regarding the adoption of Chapter 586:

“HISTORY: Adopted by the Village Board of the Village of Fox Point as Ch. 6 of the 1961 Code. Amendments noted where applicable.”

Chapter 6 of the 1961 Village Code connects all the way back to Ordinance No. 10 from 1926. The 1971 legal opinion states the following regarding Ordinance No. 10:

“Ordinances supplementing Ordinance No. 10 have since been adopted, e.g., Ordinance No. 53 adopted April 23, 1929, Ordinance No. 157 adopted June 28, 1949, and Ordinance No. 166 adopted June 27, 1950. The present Village Code of Ordinances incorporates these ordinances and others relevant to this subject as Sections 6.01 to 6.04 inclusive, Section 6.06 and 25.09.”

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This specifically states Ordinance No. 10, adopted in 1926, had been supplemented over the years but was incorporated into the Village Code in Chapter 6. The language of the current Chapter 586 is identical to the language of the ordinance existing in 1971. The current Chapter 586 states that it was initially adopted as Chapter 6 of the 1961 Village Code. Thus, this shows the clear line of succession over the years, starting with Ordinance No. 10 in 1926, and proceeding to the present, all referencing the same road located next to the beaches of Fox Point. Moreover, when the current Village Code was adopted, it included this statement shown in Section 1-8 of the Code:

“The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by 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.”

- c. 1926 Zoning Map. In addition to the above, the Zoning Map you provided also makes references to Beach Road. The current Beach Drive has an identical layout to Beach Road from the 1926 Zoning Map. This same layout can also be seen in images from 1937 and 1970, among others, available on Milwaukee County's GIS.
- d. 1969 Village Resident Letters. Lastly, the letters sent by residents of the Village in 1969 further show Beach Road and Beach Drive are the same. The purpose of the letters sent by the residents in 1969 related to the ownership of the beach, and traffic/parking concerns along Beach Drive. While our purpose is not to make that determination, there are some important references in the letters. The first letter of the PDF you sent was undated and written by Jean S. Lindeman. In that letter, she said the following regarding the road:

The major reason, we felt, was the issuance of parking permits along the roadway that parallels the small strip of beach in the 8000 block of Beach Drive.

Importantly, this resident describes where Beach Drive was at the time. It is parallel to the small strip of beach, which is in the same location as the current North Beach Drive.

Later, in Henry Rosenberg's letter dated August 22, 1969, it further shows Beach Road and Beach Drive are the same location. First, the header of each page of his letter includes the address 8090 North Beach Drive. Then, within his letter, he states he has maintained his residence on "North Beach Road" for over 19 years. He then describes similar conditions and concerns with the use of the beach along North Beach Drive.

In Edward Kaiser's letter to the Village Board dated September 3, 1969, the heading of his letter lists his address as "8005 North Beach Road."

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Then, in the body of his letter he says the following regarding his property:

“We have owned our property at 8005 North Beach **Drive** for twenty (20) years...”

Mr. Kaiser uses both names when speaking about the property he owns in the Village.

These letters give further support to Beach Road and Beach Drive being the same road. The residents at this time were using the names interchangeably, and one even described the location of Beach Drive.

4. Mootness. If Beach Road referenced in Chapter 586 did not mean the current Beach Drive the practical result would be identical. In that event, parking on Beach Drive would require permission from the police department per Section 870-7 A(3) of the Village Code. By either interpretation the police department is empowered to permit parking on North Beach Drive.
5. Conclusion. Based upon the above information, I conclude that “the Beach Road” referenced in Section 586-1 of the Village Code means North Beach Drive. Exactly the same roadway has existed in this location in the nearly 100 years that the Village has regulated the issue. The words “Road” and “Drive” have historically been used interchangeably, referencing the same roadway. There is no ambiguity, and nothing to suggest an alternative interpretation. Ultimately, moreover, the issue is moot because the police department can permit parking regardless.

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

Very truly yours,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

*Eric J. Larson*

Eric J. Larson

EJL/BTC/em

cc: Scott Botcher, Village Manager  
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  
**Through:** Scott Botcher, Village Manager  
**Date:** December 7, 2022  
**Re:** Beach Drive Shoreline Resiliency

MSA coordinated the design and bid opening of the Beach Drive coastal resiliency project for the Village. MSA was asked to submit a proposal for inspection services/construction administration during the course of the work. After numerous discussions with MSA, they have submitted a proposal for both inspection services and additional fees associated with the design and permitting portion of the project.

The construction administration portion of the contract is approximately \$151,000 and includes part-time inspection services over the estimated seven months of construction (20 hours per week). MSA has noted that placement of the large armor stone does not need full-time inspection once the contractor, MSA and staff discuss placement requirements prior to the start of the work. The construction administration also includes assistance with MMSD's green infrastructure grant application and reporting, FEMA/WEM quarterly reporting, responding to contractor questions, reviewing pay requests and recommending payment, and project management activities.

The inspector assigned to the project will be from their Milwaukee office who has more experience than a young engineer. The proposed inspector is a professional engineer with experience in revetment construction and bills out at \$138 per hour. While this is \$20-\$30 more per hour than a younger, less experienced inspector, it is reasonable given the work being performed.

MSA has also submitted an additional \$31,000 in design services associated with the project. These include additional coordination with the DNR, attendance at a pre-bid walkthrough with the contractors, addressing revetment connections at 8000 North Beach (Stoessl property) as they provided public comment to the DNR which requested additional detail on how the Village revetment will connect with theirs, addressing the DNR's initial misunderstanding of where the revetment could be placed, and design of steps into the lake at 8005 North Beach. As for the design of the steps, this work will only be done if the property owner agrees to reimburse the Village for the design and construction costs associated with the work.

Almost half the cost (approximately \$15,000) is related to the additional DNR coordination. I noted at earlier meetings that the DNR requested we begin the revetment at the ordinary high-water mark (OHWM) and work the slope back toward the road. Over the course of five months, MSA continued to work with the DNR and request a meeting with a specialist to better understand their rationale. Finally, in July, a specialist was involved and noted that the revetment could begin at the OHWM and sloped into the lake. After this discussion, the design was able to be finalized. A subsequent conversation with the DNR led to a change in the toe support for the revetment.

I have reviewed the proposal from MSA and am recommending that the Village Board approve the amendment in the amount of \$183,536.25 and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.



## Amendment No. 5

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

**Date of Issuance:** 12/7/2022

**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:** See attached exhibit.

**The schedule to perform the work is:** Approximate Start Date: 10/1/2022  
Approximate Completion Date: 10/1/2023

**The fee for the work is:** \$183,536.25 (Time and Materials, not to exceed). See attached spreadsheet.

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

Clerk Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

A handwritten signature in black ink, appearing to read "Raine Gardner".

\_\_\_\_\_  
Raine Gardner, P.E.  
Team Leader  
Date: December 7, 2022

A handwritten signature in black ink, appearing to read "John Langhans".

\_\_\_\_\_  
John Langhans, P.E.  
Vice President  
Date: December 7, 2022

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



## Exhibit of Amendment #5 Scope of Services

### A. Construction Administration and Observation Phase Services (see attached spreadsheet for breakdown of hours and rates)

General Summary: Provide construction administrative and observation services for the Beach Drive Shoreline Resiliency Project. These services shall include shop drawing and product submittal reviews, part-time construction observations and reports, enforcement of construction contract, clarifications and answer contractor questions, and construction contract closeout.

1. Conduct a pre-construction inventory of existing conditions along Beach Drive with the Village prior to the contractor pre-construction meeting.
2. Prepare and facilitate a Pre-Construction Meeting, hosted by the Village. MSA will develop the agenda for the meeting.
3. Attend and co-host/facilitate a Public Information Meeting (in person).
4. Assist Village with any additional project grants applications and administration (Estimated 40 hours)
5. Provide construction administration/project management during the duration of the project construction. Project is estimated to take approximately 7 months with an additional month for final closeout of documents and project. MSA will interpret and clarify the construction documents for execution and progress of the work throughout the duration of the construction.
6. Review shop drawings and submittals as required by the specifications after the general contractor has reviewed them. (Estimated 40 hours for review)
7. MSA shall visit the site at critical intervals indicated below:
  - a. During active revetment construction –average 2.5 days/week of site observation, see spreadsheet for estimated hours
  - b. Site Visit to selected quarry – estimated 8 hours
  - c. Site Inspections of Sanitary Sewer and Manhole Lining – estimated 24 hours
8. Develop field reports per construction site visit. These reports will be shared with the Village weekly. Per the field visits, the onsite inspector will monitor the Contractor activities against the FEMA grant requirements as described in the grant agreement.
9. Attend monthly progress meetings.
10. Provide weekly to monthly updates to the Village as needed for the Village to utilize on their website. The interval they are provided to the Village will vary from weekly to monthly depending on the work being completed at the construction site.
11. Review project quantities and pay applications monthly for Village final approval. (Assumed 9 total pay applications).
12. Consider any applicable project changes and process associated change orders as needed. (Assumed 12 hours total)
13. Prepare FEMA quarterly reports through the duration of the project construction. Quarterly reports are estimated to have 6 more until project completion from January 2023 – April 2024.
14. Review the site upon substantial completion and develop a punch list. Punch List will be submitted to the Owner and Contractor. One (1) follow up visit by MSA's field representative will be conducted at final completion to verify that the work on the punch list of items was corrected and/or completed.
15. Construction drone progress photos of the project will be completed. Three (3) total which include: pre-construction, revetment completion, and project completion.

### B. Additional Services Include: Throughout the final design process of the project, MSA assisted the Village with several additional tasks (outside of the original scope) to allow for the project to be permitted and be released for bidding. In addition, the original project schedule as scoped has extended beyond the planned schedule by almost 10 months causing additional costs to the overall project. Additional

scope/cost items include:

- i. MSA has prepared and assisted the Village in regular FEMA quarterly reporting from project commencement (not included in the original scope). At the start of the project, these reports were quite intensive in the development of the information per FEMA/WEM's requirements. This work included over 35 hours of additional work to help prepare these reports by the Project Manager – Dan Williams. *(Note: quarterly report prep during the CA phase is included in the CA phase scope/fee listed above.)*
    1. Total Cost = \$6,212.50
  - ii. MSA continued to work through several pre-permitting meetings, coordination, plan discussions and revisions, and submissions with the WDNR and Army Corp of Engineers to secure the final permits for the overall project. This additional permit work included attendance of several additional meetings, shifting of the overall revetment location and slopes based on WDNR induced complications of OHWM, site survey of OHWM, and plan review coordination with a wider group of agencies specialists prior to permit application from February 2022 to July 2022. In addition, several separate permits beyond what was scoped were required to be submitted and coordinated to secure the final project permits due to property ownership.
    1. Throughout the project, the overall design has changed several times due to the direction/requests of the WDNR/Army Corp to allow for it to be permitted. This required MSA to amend several iterations of the project design, exceeding the 3 concepts identified in the original project scope. These included the movement of the revetment horizontally along the shoreline per the DNR's request of the ordinary high-water mark and revetment construction. These changes were mainly driven by the WDNR staff directing the Village/MSA on permit and design process but were not qualified coastal experts. MSA continued to request the opportunity to discuss the project with a WDNR coastal expert, and it took several months before the WDNR brought forth a staff member who could better understand the overall project and apply their requirements to the project. Upon this new staff member reviewing the project, still more revisions were required to the plans/concepts to finalize a project that the WDNR would permit.
    2. Total Cost = \$14,870
  - iii. Throughout the pre-bid and bidding process, MSA fielded a higher than anticipated and normal level of questions/comments from bidders/contractors on the project due to the highly specialized work and specifications detailing the requirements to the revetment stone required for the project. MSA also attended a Pre-Bid walk through with the Village with the potential bidders to help answer questions and show them the overall project site.
    1. Total Cost = \$2,343
- C. Stoessel Property Coordination – Total Cost = \$7,395**  
Coordination with the Village and Owner during the construction document preparation to ensure revetments on private property tie into proposed new revetment. Correspondence with Village to address concerns of the revetment connections at the property line. Coordination of supplemental survey work and integration into project CAD file. Preparation of plan drawings for use in discussion with the Stoessel. Coordination with WDNR to rectify potential issues raised by the Stoessls in support of permit approval. Revised surface model in the ROW to reflect plan modifications based on the Stoessls concerns to blend the height not directly adjacent to the property line.
- D. Costello Steps Coordination – Total Cost = \$1,216**
  - i. Developed a step detail/plan drawing to be integrated into the overall revetment plans.
  - ii. Coordination with the contractor to include this detail in the proposed design.
- E. For reference, there were a few items within the original scope where the time/efforts were reallocated to complete the project. These include:**
  - i. MSA was tasked with working with Village staff to address a higher than usual number of resident questions/comments on the overall project throughout the duration of the design, thus causing the time to be spent for a 3<sup>rd</sup> Public Information Meeting to be reallocated in addressing questions, calls, and emails of individual residents.
  - ii. Due to the ability to not have to relocate the sanitary sewer, this utility design time was reallocated to working with the sub-contractor to obtain manhole lining video, developing plans and specifications for the lining, and reconstructing of the manholes, and developing the

construction documents. Plan and profile sheets were also originally started as part of the design process at the start of the project for anticipation of a full reconstruction of the sanitary sewer.

**F. Compensation:** MSA shall perform the above stated services as follows:

- Construction Administration/Observation Phase: \$151,500
- Additional Services: \$32,036.25
- Amendment Total = \$183,536.25 (Time and Materials, not to exceed)

**F. Approximate Project Schedule:**

|                             |                            |
|-----------------------------|----------------------------|
| Pre-Construction Inventory  | December 2022              |
| Pre-Construction Conference | January 2023               |
| Public Information Meeting  | Tentative January 11, 2023 |
| Anticipated Construction*   | February – August 2023     |
| Project Closeout            | September 2023             |

\*Project Schedule subject to change based on Contractor's proposed construction schedule. All costs and hours are based on this assumed schedule but are subject to change based on the Contractor's Schedule and project completion.

**Amendment #5**

**Additional Services - Construction Administration and Observation Hours/Cost Breakdown**

| CA/CO Tasks                                  | Person         | Bill Rate | Hours | COST        |
|----------------------------------------------|----------------|-----------|-------|-------------|
| CA Project Management                        | Rue            | \$138     | 160   | \$22,080.00 |
| Review Shop Drawing Submittals               | Rue or Mike    | \$138     | 40    | \$5,520.00  |
| FEMA Quarterly Reports (6 more reports est.) | Rue            | \$138     | 16    | \$2,208.00  |
| Pre-Con Meeting                              | Rue, Mike, Dan | \$446     | 8     | \$3,568.00  |
| General Construction Observation Time        | Rue            | \$138     | 64    | \$8,832.00  |
| General Construction Observation Time        | Mike           | \$138     | 560   | \$77,280.00 |
| Sanitary Sewer/MH Observation                | Mike           | \$138     | 24    | \$3,312.00  |
| Project Updates                              | mike           | \$138     | 8     | \$1,104.00  |
| Attend Progress Meetings                     | Mike           | \$138     | 16    | \$2,208.00  |
| Pay Application Review/Processing            | Mike           | \$138     | 30    | \$4,140.00  |
| Change Order Processing                      | Mike           | \$138     | 12    | \$1,656.00  |
| Punch List Site Review/Develp.               | Mike/Rue       | \$276     | 20    | \$5,520.00  |
| Visit Rock Quarry per Specificaitons         | Mike           | \$138     | 8     | \$1,104.00  |
| Pre-Inventory of Site Review Meeting         | Mike           | \$138     | 8     | \$1,104.00  |
| Public Inforamtion Meeting                   | Dan            | \$180     | 8     | \$1,440.00  |
| Additional Grant Assistance                  | Dan            | \$180     | 40    | \$7,200.00  |
| Drone Flights                                | TBD            | \$140     | 23    | \$3,220.00  |

**TOTAL COST (Time and Materials not to exceed)= \$151,496.00**

**Village of Fox Point Shoreline Resiliency Project**  
**Additioanl Services Breakdown**

|                               |              | 2022        |           |                 |
|-------------------------------|--------------|-------------|-----------|-----------------|
| <b>FEMA Quarterly Reports</b> |              | Hours       | Rate      | Sub Total       |
|                               | Dan Williams | 35.5 \$     | 175 \$    | 6,212.50        |
| <b>TOTALS=</b>                |              | <b>35.5</b> | <b>\$</b> | <b>6,212.50</b> |

**Additioanl DNR/CORP Coordaiton/Permitting**

DNR Permit Coordination prior to Permit App June 2022

|                |              |             |           |                  |
|----------------|--------------|-------------|-----------|------------------|
|                | Dan Williams | 28 \$       | 175 \$    | 4,900.00         |
|                | Marcus Rue   | 37.5 \$     | 130 \$    | 4,875.00         |
|                | Technician   | 12 \$       | 105 \$    | 1,260.00         |
| <b>TOTALS=</b> |              | <b>77.5</b> | <b>\$</b> | <b>11,035.00</b> |

Corp Coordination prior to Permit App June 2022

|                |              |           |           |                 |
|----------------|--------------|-----------|-----------|-----------------|
|                | Dan Williams | 7 \$      | 175 \$    | 1,225.00        |
|                | Marcus Rue   | 12 \$     | 130 \$    | 1,560.00        |
|                | Technician   | 10 \$     | 105 \$    | 1,050.00        |
| <b>TOTALS=</b> |              | <b>29</b> | <b>\$</b> | <b>3,835.00</b> |

Additioanl Bidder Coordiantion

|                |              |              |           |              |
|----------------|--------------|--------------|-----------|--------------|
|                | Dan Williams | 8 \$         | 175 \$    | 1,400        |
|                | Marcus Rue   | 7.25 \$      | 130 \$    | 943          |
| <b>TOTALS=</b> |              | <b>15.25</b> | <b>\$</b> | <b>2,343</b> |

Stoessl Property Coordination

|                |               |           |           |              |
|----------------|---------------|-----------|-----------|--------------|
|                | Dan Williams  | 16 \$     | 175 \$    | 2,800        |
|                | Marcus Rue    | 6 \$      | 130 \$    | 780          |
|                | Surveyor/Tech | 14 \$     | 115 \$    | 1,610        |
|                | Technician    | 21 \$     | 105 \$    | 2,205        |
| <b>TOTALS=</b> |               | <b>57</b> | <b>\$</b> | <b>7,395</b> |

Costello Steps Coordination

|                |              |              |           |              |
|----------------|--------------|--------------|-----------|--------------|
|                | Dan Williams | 2 \$         | 175 \$    | 350          |
|                | Technician   | 8.25 \$      | 105 \$    | 866          |
| <b>TOTALS=</b> |              | <b>10.25</b> | <b>\$</b> | <b>1,216</b> |

|                |              |           |                 |
|----------------|--------------|-----------|-----------------|
| <b>TOTALS=</b> | <b>224.5</b> | <b>\$</b> | <b>32036.25</b> |
|----------------|--------------|-----------|-----------------|



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

To: Village Board

From: Scott A. Botcher, Village Manager

cc: Staff

Date: December 7, 2022

Re: Clear Cutting Ordinance

---

Pursuant to the motion made by Trustee Sumner and passed by the Board, "Discussion of the Clear-Cutting Ordinance" appears on your agenda.

I'm not sure, given the order things are on the agenda and the fact such a motion is not open for discussion, that the Board was aware that the Tree Commission is working on making a recommendation to the Board on the clear-cutting ordinance. The next Tree Commission meeting is scheduled for February 2<sup>nd</sup>.

In my opinion, it would be best if the Village Board waited until after that meeting to consider changes to the ordinance. A detailed vetting of the ordinance is best done at the committee level and this is an experienced committee who will give it a hard look.

In discussions with Staff, Forester, and Attorney Larson, we believe the current ordinance needs review and has significant portions which remain almost unenforceable.

The Tree Commission, with John Gall's guidance, is looking into recommending that the ordinance be changed to focus on protecting high value trees that are important to preserving the canopy. I fully expect that the Tree Commission can recommend something that is effective, workable, and appropriate for Fox Point.

With that, I would recommend deferring discussion on this ordinance until the report from the Commission is received. Thank you.

---

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

---

RESOLUTION 2022-XX

**RESOLUTION OF APPRECIATION  
POLICE OFFICER  
DANIEL A. OBREMSKI**

**WHEREAS, Daniel Obremski** was hired as a police officer for the Village of Fox Point on September 9, 1996;

**WHEREAS, Daniel Obremski** served as a Field Training Officer, providing leadership and mentorship to new officers;

**WHEREAS, Daniel Obremski's** service to the community has earned the gratitude and recognition of the Village of Fox Point;

**WHEREAS, Daniel Obremski** has been recognized for his dedication and commitment to the community, including a medal of valor related to a deadly force encounter after a bank robbery;

**WHEREAS, Daniel Obremski** will be missed by the staff and members of the community he served and befriended through his career;

**NOW THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere appreciation to **Daniel Obremski** for his 26 years of service to the community as a police officer.

**PASSED AND ADOPTED this 13<sup>th</sup> day of December 2022.**

---

Douglas H. Frazer  
Village President

---

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

December 7, 2022

Tomás Clasen, Esq.  
Direct Dial: 414-298-8391  
tclasen@reinhartlaw.com

SENT BY E-MAIL ([SBOTCHER@VILLAGEOFFOXPOINT.COM](mailto:SBOTCHER@VILLAGEOFFOXPOINT.COM))  
AND FEDEX OVERNIGHT

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

Dear Mr. Botcher:

Re: Cultural Overlay for 7254 and 7328  
North Beach Drive Fox Point, WI 53217  
(Mary Nohl Residence)

This firm represents Creation and Preservation Partners, Inc., in connection with CAPP's application to establish a Cultural Overlay District for the properties located at 7254 and 7328 North Beach Drive Fox Point, WI 53217 (collectively, the "Property"). The Property contains the former residence of prominent local artist Mary Nohl ("Mary Nohl House") and a collection of her artwork, some of which is in the Mary Nohl House and some of which is displayed elsewhere on the Property. CAPP seeks to establish a Cultural Overlay District under Village Code § 745-22 as a means of preserving and protecting the Mary Nohl House and the collection on the Property.

1. Application Materials. The following application materials are enclosed for your consideration:

- Rezoning Petition signed by CAPP;
- Check in the amount of \$300 to cover the application fee;
- Completed "Notice" for charge of Village fees and costs signed by CAPP, though we respectfully request advance notice as fees in the amount of \$5,000 or more are incurred;
- Written Statement describing the general character of the intended uses, including the days and hours that people will be permitted on the Property,

Scott Botcher, Village Manager  
December 7, 2022  
Page 2

information about the Property's owners and operators, as well as their investment and wherewithal;

- A Site Vicinity Map and related images of the Property;
- Existing photos of the Mary Nohl House;
- An old photo and survey of the southerly lot before the dilapidated structures were removed;
- An Enlarged Site Plan/Property Area Map showing the Property and its relationship to surrounding properties, area public and private roads, driveways and parking facilities;
- A dimensioned Site Plan showing Property size, building pads, open space, general landscape treatment, the auxiliary building and/ shed that could be built over time will approximate the footprints of structures torn down on the southerly lot; no increased use of municipal services is anticipated;
- Architectural Renderings depicting the replacement house/auxiliary building that may be constructed on the 7254 North Beach Drive lot;
- Relevant pages from the Trip Generation Manual (8<sup>th</sup> Edition) published by the Institute of Transportation Engineers reporting that, based on 351 studies, an average dwelling unit generates 9.57 vehicle trips per day, with less dense single-family detached units generating higher-than-average-trips because they are located further from services and jobs; and
- A chart summarizing the stability of assessed values of Beach Drive properties since CAPP's affiliate, the John Michael Kohler Arts Center ("JMKAC") acquired the Mary Nohl House in 2012;

2. Basis for Approval. CAPP believes that its proposal satisfies all bases for approval under §745-22(E) of the Village Code, including that:

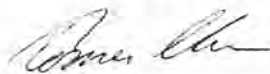
- The Proposal is consistent with the spirit and intent of Village Code § 745-22, is in conformity with the general character of the Village and would not be contrary to the general welfare and economic prosperity of the Village or the immediate neighborhood, as further explained in the enclosed Written Statement;
- The Proposal is economically sound and there are adequate arrangements (with CAPP's ownership and JMKAC's operations) to reasonably assure continued maintenance as further explained in the Written Statement;

Scott Botcher, Village Manager  
December 7, 2022  
Page 3

- The Proposal will not cause material depreciation in property values in the immediate neighborhood, nor materially adversely affect the use and enjoyment of property in the immediate neighborhood as further described in the enclosed Written Statement and the enclosed chart summarizing how property values have remained stable or appreciated since JMKAC acquired the Mary Nohl House;
- The setbacks will be maintained along any boundary street abutting the Property as required by A-1 Residence District under Village Code § 745-13(B), except for an existing perimeter fence along North Beach Drive which may remain or be replaced;
- No building will be permitted closer to the side or rear boundary line of the Property than required by the applicable side or rear yard requirements of the A-1 Residence District under Village Code § 745-13(B);
- No building shall exceed the height limitation of the A-1 Residence District under Village Code § 745-13(B);
- The Proposal will not create traffic beyond the capacity of the street system to reasonably serve it as the two lots which make up the Property will generate traffic consistent with average trips for two dwelling units set forth in the ITE Trip Generation manual, and there will be adequate off-street parking based upon the need generated by the Proposal given proposed parking as outlined in the Written Statement; and
- CAPP and JMKAC are appropriate management organizations to care and maintain grounds and buildings comprising the project as further described in the Written Statement.

Please do not hesitate to contact me at 414-298-8391 or Deborah Tomczyk at 414-298-8331 with any questions or concerns. Please also schedule CAPP's rezoning petition for consideration by the Plan Commission and Village Board as soon as possible.

Yours very truly,



Tomás Clasen

48473430

Encs.

Scott Botcher, Village Manager  
December 7, 2022  
Page 4

cc Village Attorney Eric J. Larson (w/encs. via email)  
Mr. Steve Woods (w/encs. via email)  
Mrs. Amy Horst (w/encs. via email)  
Deborah Tomczyk

PETITION FOR AMENDING  
THE VILLAGE OF FOX POINT, WISCONSIN'S  
ZONING ORDINANCE

The undersigned is the owner of that certain real estate located at 7254 and 7328 North Beach Drive in the Village of Fox Point, County of Milwaukee, Wisconsin described Exhibit A attached hereto (the "Property") currently zoned A-1 Residence District under the Village of Fox Point municipal code (the "Code").

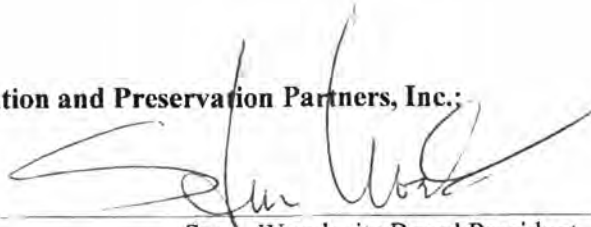
The undersigned hereby petitions the Honorable Village President and members of the Village Board of the Village of Fox Point to rezone the Property to establish a Cultural Overlay District under §745-22 of the Code on the Property.

Please contact the petitioner's agent, whose contact information is set forth below, with any questions or concerns.

Petitioner's Agent:

Deborah C. Tomczyk, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202  
414-298-8331  
dtomczyk@reinhartlaw.com

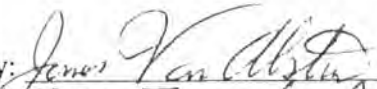
Creation and Preservation Partners, Inc.:



Steve Woods, its Board President

STATE OF WISCONSIN    )  
                                          ) SS  
COUNTY OF Sheboygan )

Personally, came before me this 5 day of December, 2022, the above-named, Steve Woods, President of the Board of Directors of Creation and Preservation Partners, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such Director of said company and acknowledged that he executed the foregoing instrument in such capacity.

By:   
Print Name: James Van Alstine  
Notary Public, State of Wisconsin  
My Commission Expires: 10-11-2026



## EXHIBIT A

### Description of the Property

All that part of the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, Village of Fox Point, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at a point which is 1559.89 feet South 0° 42' West of and 577.55 feet South 89° 57' East of the center of said Section 16 said point being the point of intersection of the centerline of the Northerly and Southerly course of the public highway with the centerline of the Easterly and Westerly course of said public highway; thence North 84° 27' East along the centerline of said public highway, 225 feet to a point (which point is the point of commencement of the land to be described); thence North 84° 27' East along the centerline of said public highway and said centerline produced 432.48 feet to the shoreline of Lake Michigan; thence South 8° 59' West along the shore line of Lake Michigan, 154.96 feet to a point; thence South 84° 27' West 361.91 feet to a point; thence North 5° 31' West 150 feet to the point of commencement.

Address: 7328 North Beach Drive;

Tax Key No. 095-9968-000.

All that part of the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East, in the Village of Fox Point, described as follows: Commencing at a point, which point of commencement is described as follows: Starting at the intersection of the center lines of a North and South road and the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 195.49 feet to a point; thence North 84 degrees 27 minutes East 25 feet to the East line of said North and South road; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point (being the point of commencement above referred to); running thence North 5 degrees 31 minutes West 96.80 feet to a point; thence North 84 degrees 27 minutes East 361.91 feet to the shore of Lake Michigan; thence South 8 degrees 59 minutes West 100 feet to a point; thence South 84 degrees 27 minutes West 337.22 feet to the place of commencement.

Together with a Right of Way in common with others, as set forth in Warranty Deed executed by Amelia Robert and D. E. Roberts, her husband to David E. Detienne and John M. Niven, dated April 2, 1925 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 4, 1925, in Volume 1047 of Deeds at page 598, as Document No. 1342356, over the following-described lands in the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East; commencing at a point (which point is described as follows: starting at the intersection of the center line of a North and South road with the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center line of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 253.90 feet; thence North 84 degrees 27 minutes East 25 feet to the East line of said road); running thence North 5 degrees 31 minutes West 58.41 feet to a point; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point; thence North 84 degrees 27 minutes East 30 feet to a point; thence South 5 degrees 31 minutes East 134.70 feet to a point; thence North 70 degrees 08 minutes West 90.80 feet to a point; thence North 64 degrees 23 minutes West 172.86 feet to the place of commencement.

Address: 7254 North Beach Drive;

Tax Key No. 095-9966-000.

985755-01

Village of Fox Point

12/06/2022

469272

VB Agenda Packet for December 13, 2022  
Page 143 of 169**Invoice Number**

051522-0001

**Invoice Date**

12/05/2022

**Amount**

300.00

**Voucher Index**

140333

**Invoice Number**

051522-0001

**Invoice Date**

12/05/2022

**Amount**

300.00

THIS DOCUMENT HAS A WATERMARK ON THE BACK AND CAN BE SEEN WHEN HELD TO LIGHT. THIS PAPER IS ALTERATION PROTECTED.

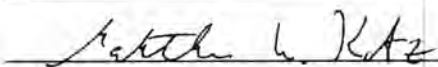
**Reinhart Boerner Van Deuren s.c.**  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202JPMorgan Chase Bank  
111 East Wisconsin Avenue  
Milwaukee, WI 53202**469272**

12-1/750

12/06/2022

**Amount****Three Hundred and 00/100 Dollar(s) ONLY** \*\*\*\*\***\$300.00**

VOID AFTER 90 DAYS

TWO SIGNATURES REQUIRED FOR CHECK OF  
FIVE THOUSAND DOLLARS AND OVER**PAY TO THE ORDER OF:**Village of Fox Point  
7200 N Santa Monica Blvd  
Fox Point, WI 53217

Authorized Signature

⑈469272⑈ ⑆075000019⑆

092102785⑈

005308

ENDORSEMENT CHECK HERE

☐ CHECK HERE FOR MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

SECURITY FEATURES ON THIS CHECK

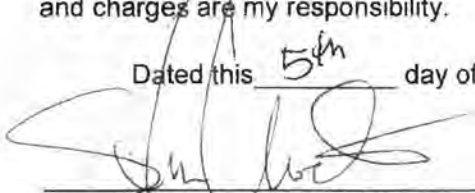
- ARTIFICIAL WATERMARK - HOLD PAPER TO LIGHT TO VIEW
- SECURITY SCREEN - ORIGINAL DOCUMENT ON BACK OF CHECK
- VISIBLE FIBERS FACE AND BACK
- INVISIBLE FIBERS FACE AND BACK THAT ARE VISIBLE UNDER ULTRAVIOLET LIGHT
- PAPER CONTAINS CHEMICAL ALTERATION INDICATORS
- MICRO PRINTED ENDORSEMENT LINES (ABOVE) CAN BE READ WITH MAGNIFIER BUT APPEAR AS DOTS ON PHOTOCOPIES

## NOTICE

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

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

Dated this 5<sup>th</sup> day of December, 2022.

  
Steve Woods, Board President

Creation and Preservation Partners, Inc.  
Name of Property Owner - PRINTED

Mailing Address of Property Owner: 608 New York Ave, Sheboygan, WI 53081.

Tax Key No. of Property: 095-9966-000 and 095-9968-000.

Address of Property: 7254 North Beach Drive and 7328 North Beach Drive.

**For Village Use Only:**

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

Signature: \_\_\_\_\_

**WRITTEN STATEMENT DESCRIBING  
GENERAL CHARACTER OF INTENDED USES, POTENTIAL BUILDING,  
ORGANIZATIONAL STRUCTURE AND MAINTENANCE AND OPERATION**

This Application supports the establishment of a Cultural Overlay District under §745-22 of the Village of Fox Point Code. See also <https://www.jmkac.org/artist/mary-nohl/>.

1. Ownership of Project; Organizational Structure. Creation and Preservation Partners, Inc., a Wisconsin non-stock corporation (“CAPP”) is the owner of that certain real estate located at 7254 and 7328 North Beach Drive in the Village of Fox Point, County of Milwaukee, Wisconsin described on Exhibit A attached hereto (the “Real Estate”) currently zoned A-1 Residence District under the Village of Fox Point Code. CAPP is an affiliate of John Michael Kohler Arts Center, Inc. (“JMKAC”), a Wisconsin non-stock corporation and 501(c)(3) nonprofit organization founded in 1967, the mission of which is to generate a creative exchange between artists and the public. (See [www.jmkac.org](http://www.jmkac.org)). JMKAC supports CAPP with endowed funding and professional staff.

The Real Estate contains the former residence of prominent local artist Mary Nohl (“Mary Nohl House”) and a collection of her artwork, including paintings, sculptures, jewelry, drawings, and other assemblages (collectively, the “Collection”), some of which is in the Mary Nohl House and some of which is displaced elsewhere on the Real Estate. Mary Nohl gifted her Collection to the Kohler Foundation ([www.kohlerfoundation.org](http://www.kohlerfoundation.org)) in 1996 acknowledging that the Kohler Foundation could further gift the Collection to an appropriate non-profit such as JMKAC. JMKAC has already invested nearly \$4 million in maintenance and upkeep of the Mary Nohl House and significant additional investment is anticipated with the establishment of a Cultural Overlay District. CAPP leases the Real Estate and the Mary Nohl House (collectively, the “Property”) to JMKAC for JMKAC to use and operate the Property consistent with JMKAC’s mission.

CAPP and JMKAC’s primary purposes are (1) to preserve and protect the Mary Nohl House and the Collection; (2) for the exhibition, examination and study by smaller groups of invited scholars, collectors, historians, educators, and others; and (3) to encourage interested parties and larger groups to visit the Art Preserve opened by JMKAC in 2021 at 3636 Lower Falls Road in Sheboygan, Wisconsin, which houses the vast majority of Mary Nohl’s work.

2. Intended Uses. The Property will not be open to the general public. The Property will be used primarily for art preservation and observance, and for ancillary related uses including offices and meeting space for CAPP and JMKAC and a residence for artists-in-residence and/or caretakers. The Property may be used as a display site for the Collection to be exhibited and made available for examination and study by limited groups of invited scholars, collectors, historians, educators and others with affiliation as further described below. These intended uses serve the primary purposes of preserving and protecting the Mary Nohl House and the Collection, as well as fit the residential character of the surrounding neighborhood.

3. Potential Building. The footprint of the Mary Nohl House is to be largely maintained as it is, with limited improvements and structural changes to the interior. An

additional auxiliary building of not more than 4,000 square feet and/or a storage shed measuring not more than 15 feet by 15 feet may be developed in the future on the Property. The auxiliary building and shed would replace similar structures which had to be demolished due to extensive damage and neglect by a previous owner.

4. Occupancy. The auxiliary building is intended to shift occupancy by artists-in-resident and/or caretakers away from the Mary Nohl House.

5. Scholarly Research Groups. Invited groups of scholars, collectors, historians, educators and others with affiliation may visit the Property, from time to time, as pre-arranged by JMKAC. These groups may range in size from one (1) individual to four (4) individuals.

6. Educational Visits. Invited educational groups including, but not limited to museum groups and college classes may visit the Property, from time to time, as pre-arranged by JMKAC.

7. School Groups. Invited groups of students from local secondary and pre-secondary schools may visit the Property, from time to time. Procedures by which local schools may request such access to the Property will be prescribed and administered by JMKAC. All tours provided to school groups will be free of charge.

8. Larger Groups Directed to the Art Preserve. Excessive traffic and visits to the Property would frustrate preservation, disrupt the residential setting integral to Mary Nohl's work and threaten the fragility of the Mary Nohl House, the Collection, and the Property's unique "artist-built environment." Accordingly, CAPP and JMKAC have determined that larger groups interested in Mary Nohl's art should be encouraged to visit the Art Preserve in Sheboygan, Wisconsin. The Art Preserve is a \$40 million freestanding building developed, financed and maintained by JMKAC to showcase artist-built environments with a section specifically designed for and devoted to Mary Nohl and her Collection.

9. Occasional Special Events. CAPP and JMKAC and/or their respective affiliates, may hold up to two (2) special events on the Property each calendar year. Special events shall not exceed eighty (80) individuals at a time. Possible special events may include, but are not limited to, fundraisers to secure funding to maintain and care for the Property and the Collection, educational symposiums to examine the Collection and other works of art created by Mary Nohl, community events to engage with invited visitors in constructive, positive ways, or for any other purposes consistent with the goals and purposes of CAPP and/or JMKAC for the Mary Nohl House and the Collection. Any special event would occur only with a detailed plan, preapproved by the Village, addressing safety, traffic, parking, temporary structures and hours, among other details.

10. Parking and Use of Shuttles. Under the Village Code, parking is not allowed on North Beach Drive abutting the Property to the north, except as authorized by permitted special events. To avoid on-street parking and manage the number of vehicles visiting the Property, visitor parking shall be limited to an area on the Property itself. To the extent that additional parking is required by visitors to the Property, in-lieu of on-street parking, shuttle services will

be used to transport visitors to and from the Property. A gated driveway as more particularly identified on Exhibit B attached hereto will be constructed on the Property. No buses (which accommodate 20 or more passengers at any one time) shall be allowed at the Property.

11. Access and Hours of Operation. Given the fragile nature of the Mary Nohl House and the Collection, visits must be limited and controlled. At no time will the Property be open to the general public. All visits to the Property shall be by invitation and pre-arrangement with JMKAC only. Third-party access will be restricted to only three (3) days per calendar week and not more than twenty (20) visitors per day, and no more than ten (10) guests will be allowed inside the Mary Nohl House at any one time. In addition, no third party access may occur prior to 9am or during the weekday evening peak traffic hours of 4 to 6 pm; the majority of third-party visits will occur between the hours of 9 am to 2 pm. To avoid entry by the general public, the Property shall be equipped with a security system, motion detection lighting and locked gate(s). The restrictions on the number of visitors allowed on the Property outlined in this Section should not apply to residential occupancy of artists-in-residences and caretakers under Section 4n above, to occasional special events consistent with Section 9 above or to local school group visits as described in Section 7 above.

12. Landscaping and Security. Routine yardwork and landscaping will be completed on the Property, including but not limited to mowing grass, trimming trees, and removing weeds. Additional trees and plantings also may be installed as generally depicted on Exhibit B attached hereto. Existing perimeter fencing may be repaired and/or replaced from time to time. In addition, at the request of neighbors, CAPP is willing to install a motion-activated light and camera at the northeast corner of the Property and to provide Village police access and electrical and WIFI services.

13. PILOT. The Property, under CAPP's ownership and JMKAC's usage, is exempt from real and personal property taxes pursuant to Wisconsin Statute §70.11. Notwithstanding the Property's property tax exempt status, CAPP and JMKAC shall make the following services available to the Village, at no cost to the Village, provided that CAPP, JMKAC and the Village may pursue alternate funding sources such as grants and donations:

(a) opportunities for neighbors to view the Collection and the Mary Nohl House as mutually agreeable;

(b) regular educational programming relating to the Collection for students and teachers in the Fox Point/Bayside School District; and

(c) electrical and WIFI services to cameras and lighting installed at the northeast corner of the Property, which may be accessed by the Village Police Department.

In addition, in recognition of the services provided by the Village to the Property, CAPP and/or JMKAC offer to make payments in lieu of taxes ("PILOT") to the Village as described in this Section. In the year following any year that the Property is exempt from annual real and personal property taxes, CAPP and/or JMKAC shall pay to the Village, on or before the last day of February of the following year, an amount equal to (a) the total assessed value of the Property multiplied by (b) the mill rate levied in the prior year only by and for the Village (excluding the mill rate levied by and for Milwaukee County, any school district, MATC or MMSD). By way of example only, if the Property were exempt from real and personal property taxes in the year

2023, on or before February 28, 2024, CAPP and/or JMKAC would pay to the Village an amount equal to (a) the total assessed value of the Property of \$2,198,500 multiplied by (b) the Village mill rate of .00596 or (c) a PILOT of \$13,103.06. Notwithstanding any available exemption from property taxes, the Property will remain subject to special assessments levied with respect to street repair, sewer repair, etc. pursuant to Wisconsin Statute §66.703 et. seq.

## EXHIBIT A

### Description of the Property

**All that part of the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, Village of Fox Point, County of Milwaukee, State of Wisconsin, described as follows:**

Commencing at a point which is 1559.89 feet South 0° 42' West of and 577.55 feet South 89° 57' East of the center of said Section 16 said point being the point of intersection of the centerline of the Northerly and Southerly course of the public highway with the centerline of the Easterly and Westerly course of said public highway; thence North 84° 27' East along the centerline of said public highway, 225 feet to a point (which point is the point of commencement of the land to be described); thence North 84° 27' East along the centerline of said public highway and said centerline produced 432.48 feet to the shoreline of Lake Michigan; thence South 8° 59' West along the shore line of Lake Michigan, 154.96 feet to a point; thence South 84° 27' West 361.91 feet to a point; thence North 5° 31' West 150 feet to the point of commencement.

Address: 7328 North Beach Drive;

Tax Key No. 095-9968-000.

All that part of the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East, in the Village of Fox Point, described as follows: Commencing at a point, which point of commencement is described as follows: Starting at the intersection of the center lines of a North and South road and the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 195.49 feet to a point; thence North 84 degrees 27 minutes East 25 feet to the East line of said North and South road; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point (being the point of commencement above referred to); running thence North 5 degrees 31 minutes West 96.80 feet to a point; thence North 84 degrees 27 minutes East 361.91 feet to the shore of Lake Michigan; thence South 8 degrees 59 minutes West 100 feet to a point; thence South 84 degrees 27 minutes West 337.22 feet to the place of commencement.

Together with a Right of Way in common with others, as set forth in Warranty Deed executed by Amella Robert and D. E. Roberts, her husband to David E. Detienne and John M. Niven, dated April 2, 1925 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 4, 1925, in Volume 1047 of Deeds at page 598, as Document No. 1342356, over the following-described lands in the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East; commencing at a point (which point is described as follows: starting at the intersection of the center line of a North and South road with the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center line of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 253.90 feet; thence North 84 degrees 27 minutes East 25 feet to the East line of said road); running thence North 5 degrees 31 minutes West 58.41 feet to a point; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point; thence North 84 degrees 27 minutes East 30 feet to a point; thence South 5 degrees 31 minutes East 134.70 feet to a point; thence North 70 degrees 08 minutes West 90.80 feet to a point; thence North 64 degrees 23 minutes West 172.86 feet to the place of commencement.

Address: 7254 North Beach Drive;

Tax Key No. 095-9966-000.

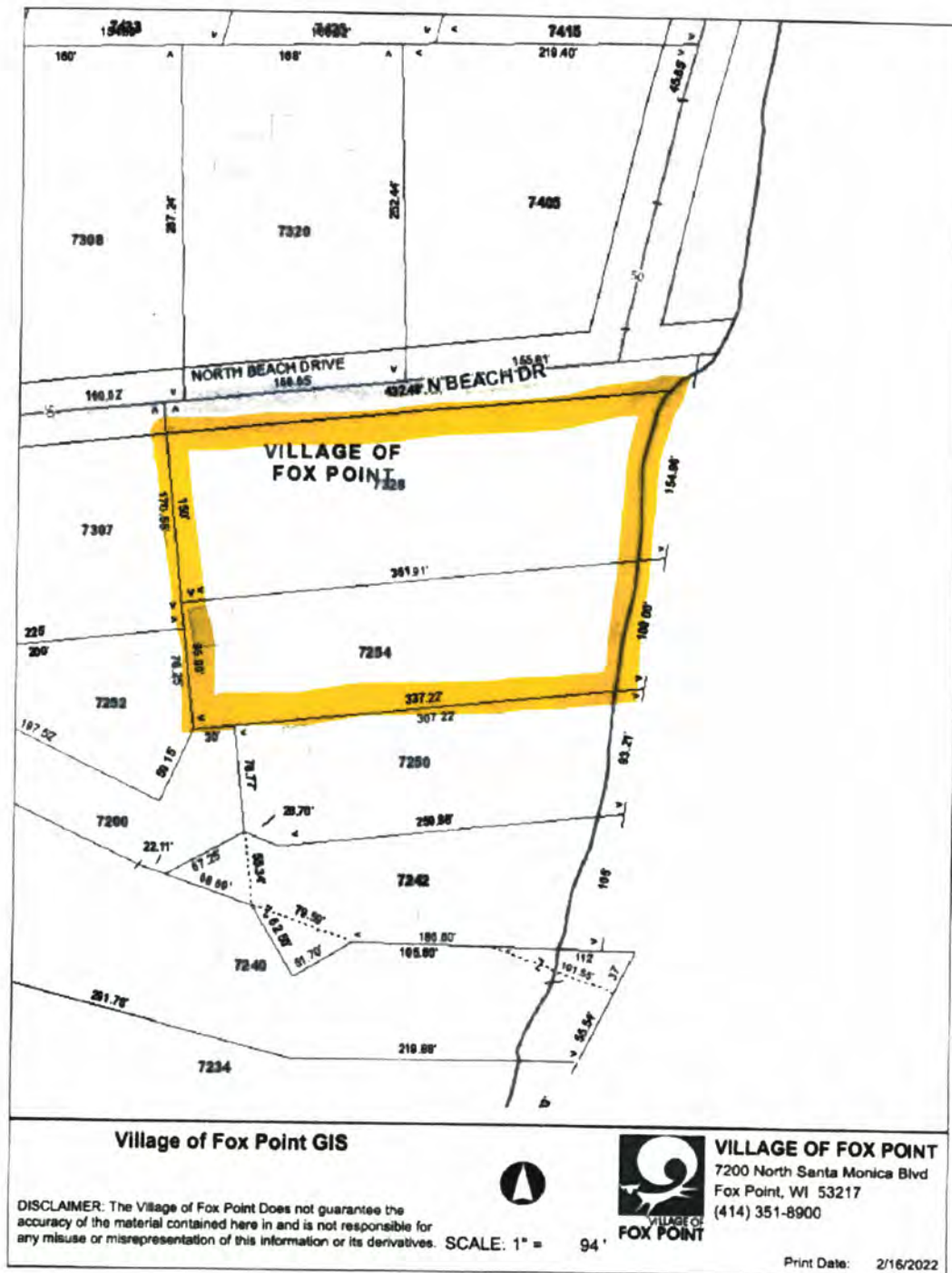


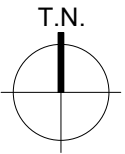
EXHIBIT B

Depiction of Gated Drive, Plantings, and Structures

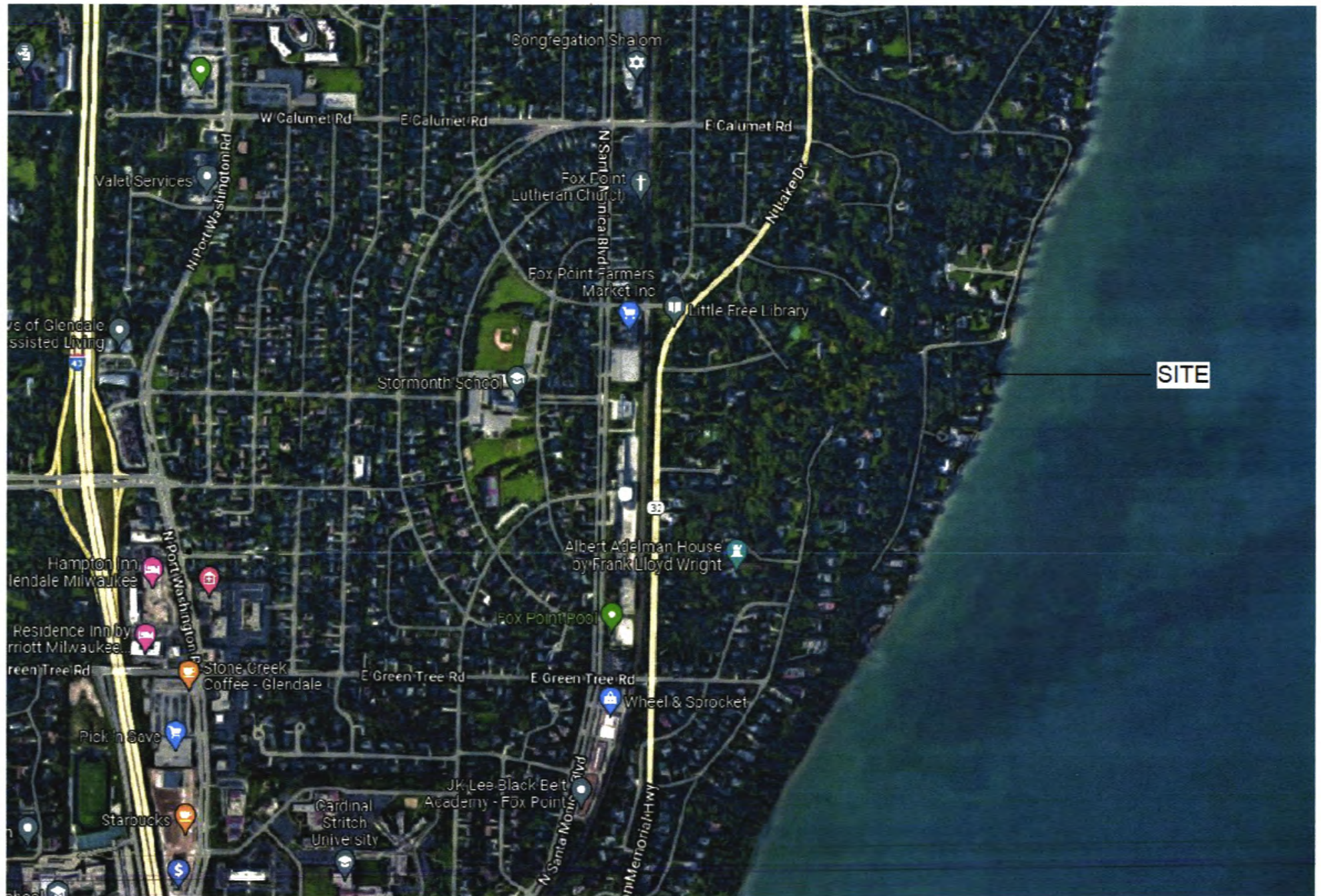
[See attached]



**1 SITE PLAN**  
SCALE: 1" = 20'-0"



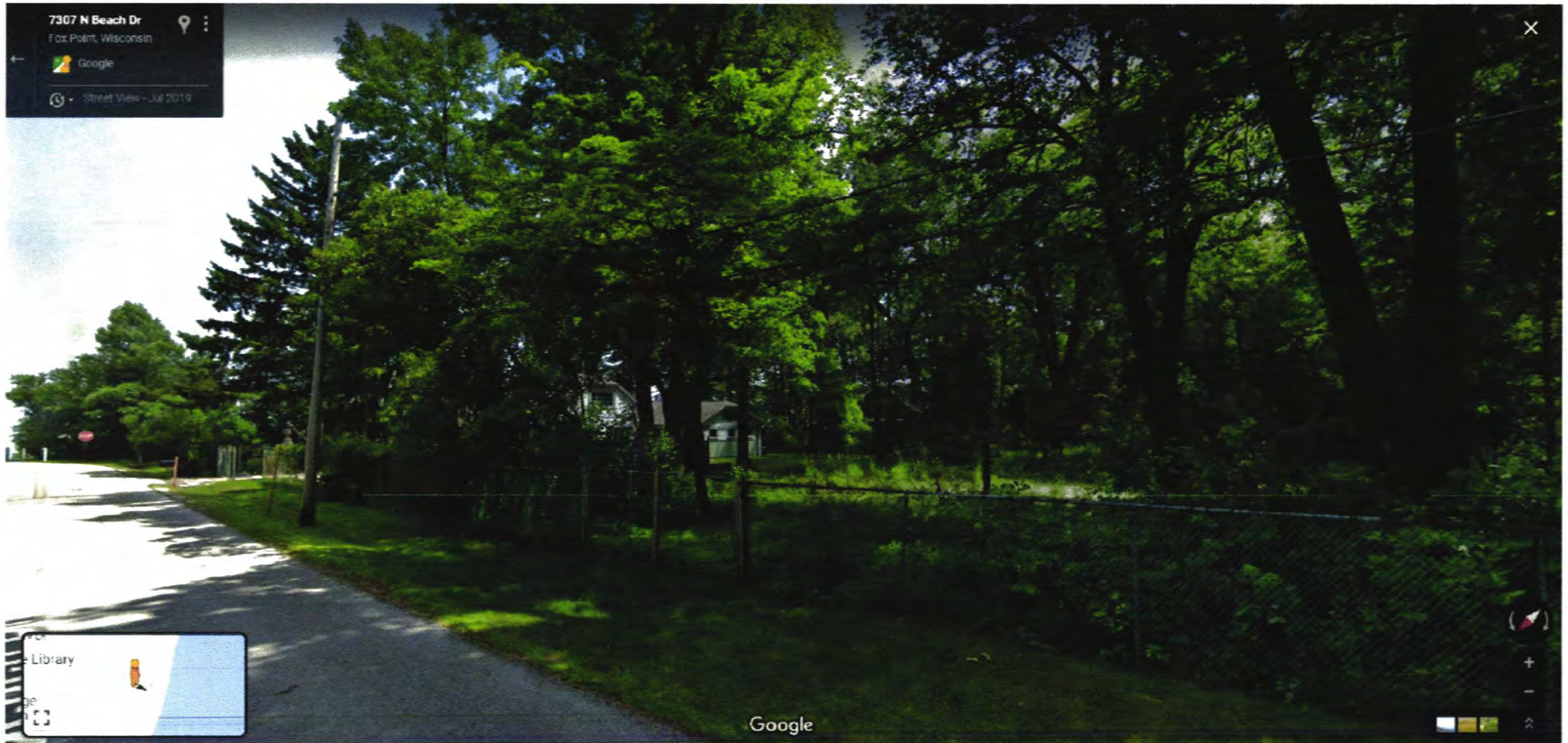
# SITE VICINITY MAP



# SITE MAP



# GOOGLE NW VIEW



# GOOGLE NE VIEW



SE VIEW



SW VIEW



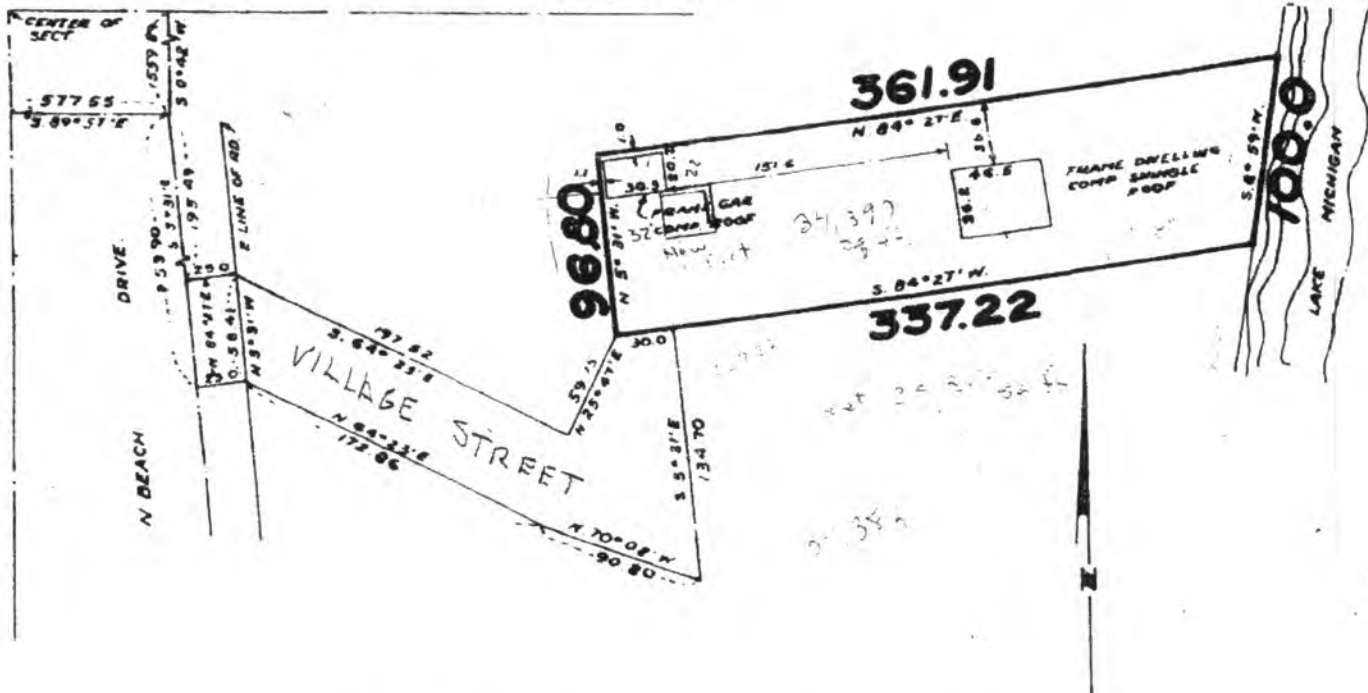
Known as 7254 N. Beach Road, Fox Point, Wis.  
For legal description see reverse side.

November 23, 1940

John M. Niven - Owner

Scale 1"=100'

Survey No. 16319-M

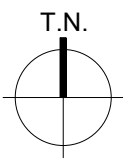


We hereby Certify that we have surveyed the property described above according to official records, and that the plat above is a correct representation of the lot lines and principal lines of buildings thereon, which are shown on this photograph.

**NATIONAL SURVEY SERVICE**  
CIVIL ENGINEERS AND SURVEYORS  
740 N. PLANKINTON MARQUETTE 3812  
MILWAUKEE, WIS.

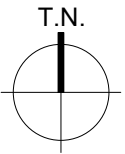
BY J. H. Burke







**1 SITE PLAN**  
SCALE: 1" = 20'-0"



NE VIEW



NW VIEW



## Land Use: 210

### Single-Family Detached Housing

#### Description

Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.

#### Additional Data

The number of vehicles and residents had a high correlation with average weekday vehicle trip ends. The use of these variables was limited, however, because the number of vehicles and residents was often difficult to obtain or predict. The number of dwelling units was generally used as the independent variable of choice because it was usually readily available, easy to project and had a high correlation with average weekday vehicle trip ends.

This land use included data from a wide variety of units with different sizes, price ranges, locations and ages. Consequently, there was a wide variation in trips generated within this category. As expected, dwelling units that were larger in size, more expensive, or farther away from the central business district (CBD) had a higher rate of trip generation per unit than those smaller in size, less expensive, or closer to the CBD. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

Single-family detached units had the highest trip generation rate per dwelling unit of all residential uses because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas and other trip attractors than other residential land uses; and they generally had fewer alternate modes of transportation available because they were typically not as concentrated as other residential land uses.

The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic.

The sites were surveyed between the late 1960s and the 2000s throughout the United States and Canada.

#### Source Numbers

1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 19, 20, 21, 26, 34, 35, 36, 38, 40, 71, 72, 84, 91, 98, 100, 105, 108, 110, 114, 117, 119, 157, 167, 177, 187, 192, 207, 211, 246, 275, 283, 293, 300, 319, 320, 357, 384, 435, 550, 552, 579, 598, 601, 603, 611, 614, 637

# Single-Family Detached Housing (210)

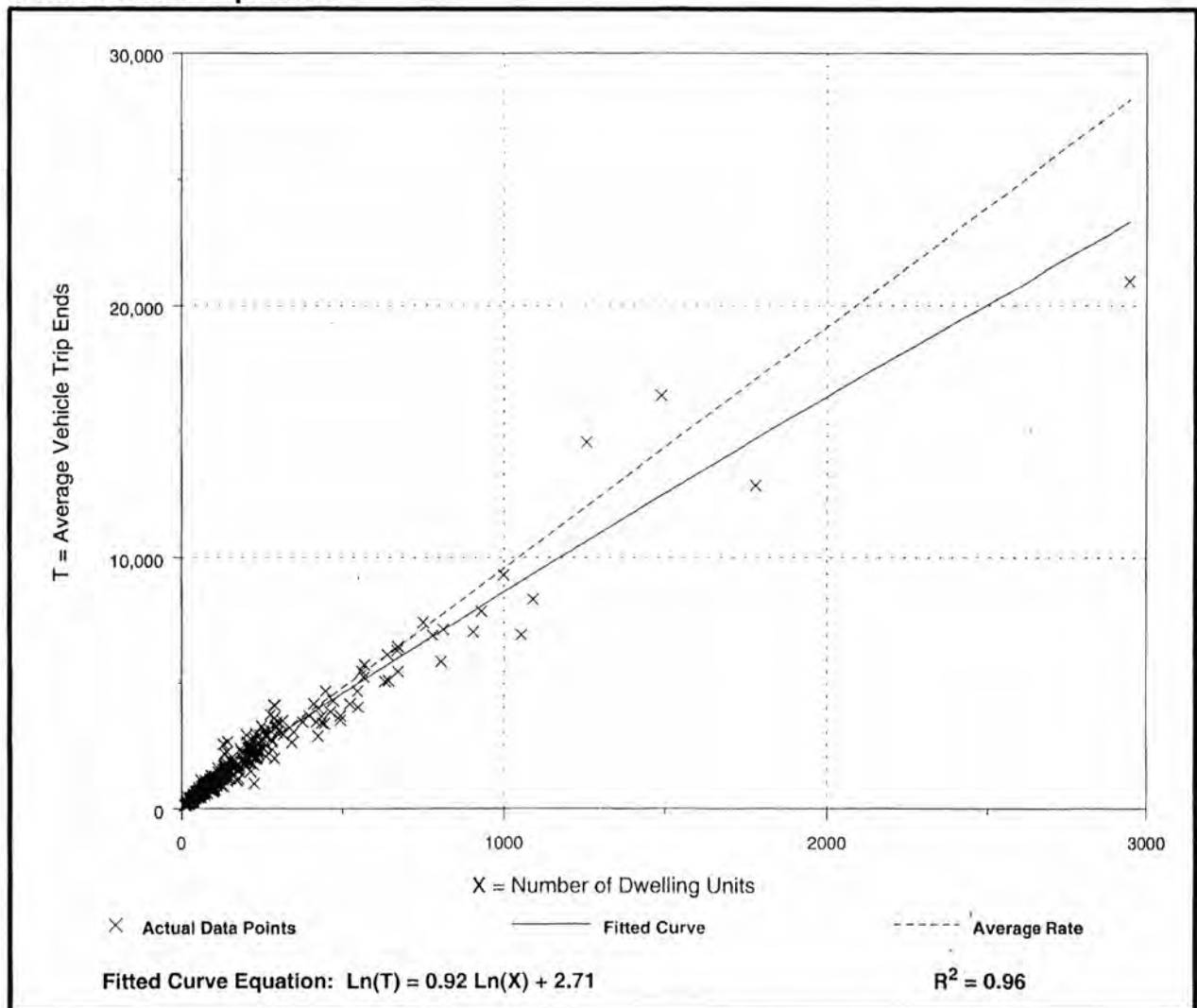
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Number of Studies: 351  
Avg. Number of Dwelling Units: 197  
Directional Distribution: 50% entering, 50% exiting

## Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 9.57         | 4.31 - 21.85   | 3.69               |

## Data Plot and Equation



## Single-Family Detached Housing (210)

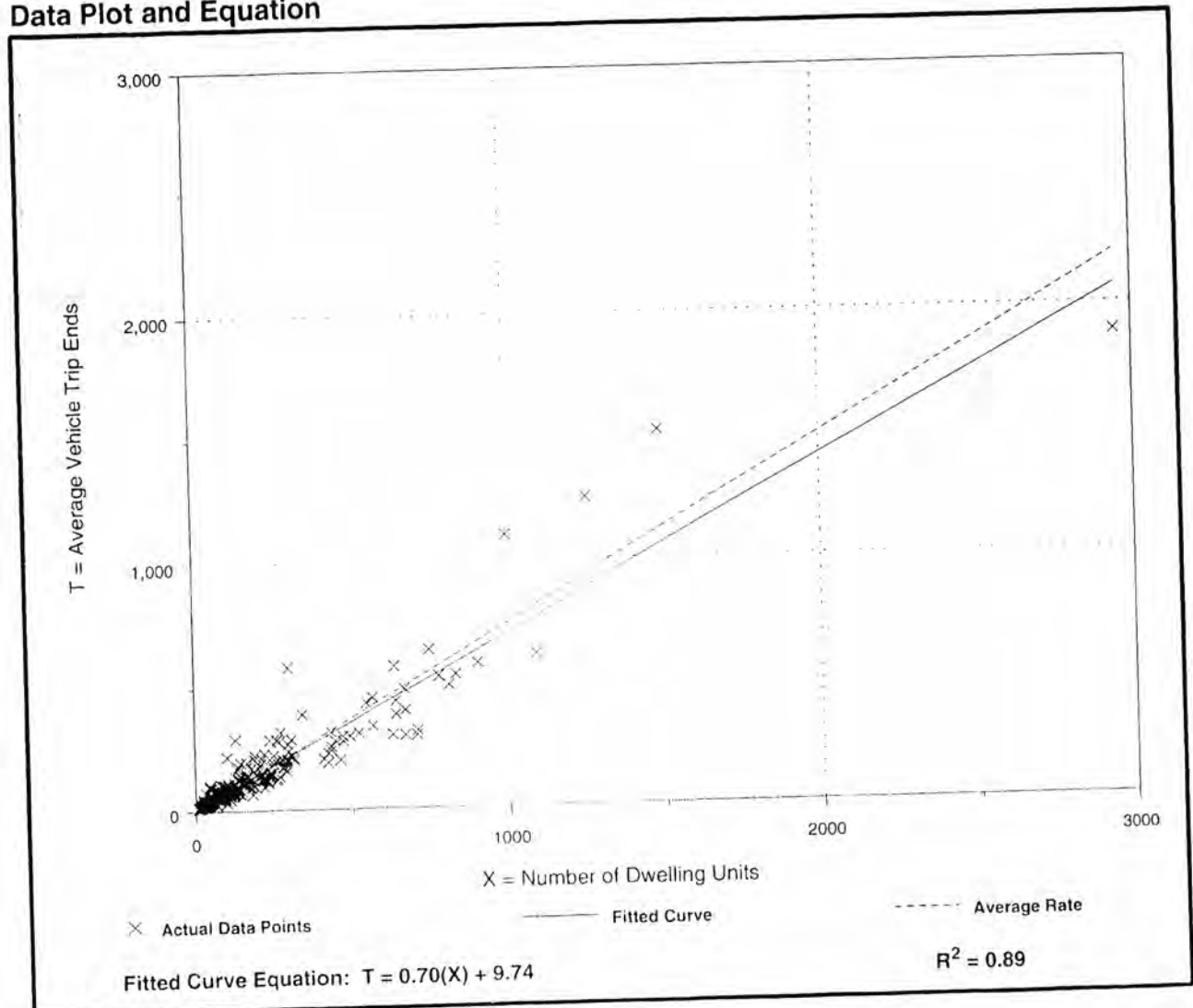
**Average Vehicle Trip Ends vs: Dwelling Units**  
On a: **Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**

Number of Studies: 286  
Avg. Number of Dwelling Units: 194  
Directional Distribution: 25% entering, 75% exiting

### Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 0.75         | 0.33 - 2.27    | 0.90               |

### Data Plot and Equation



## Single-Family Detached Housing (210)

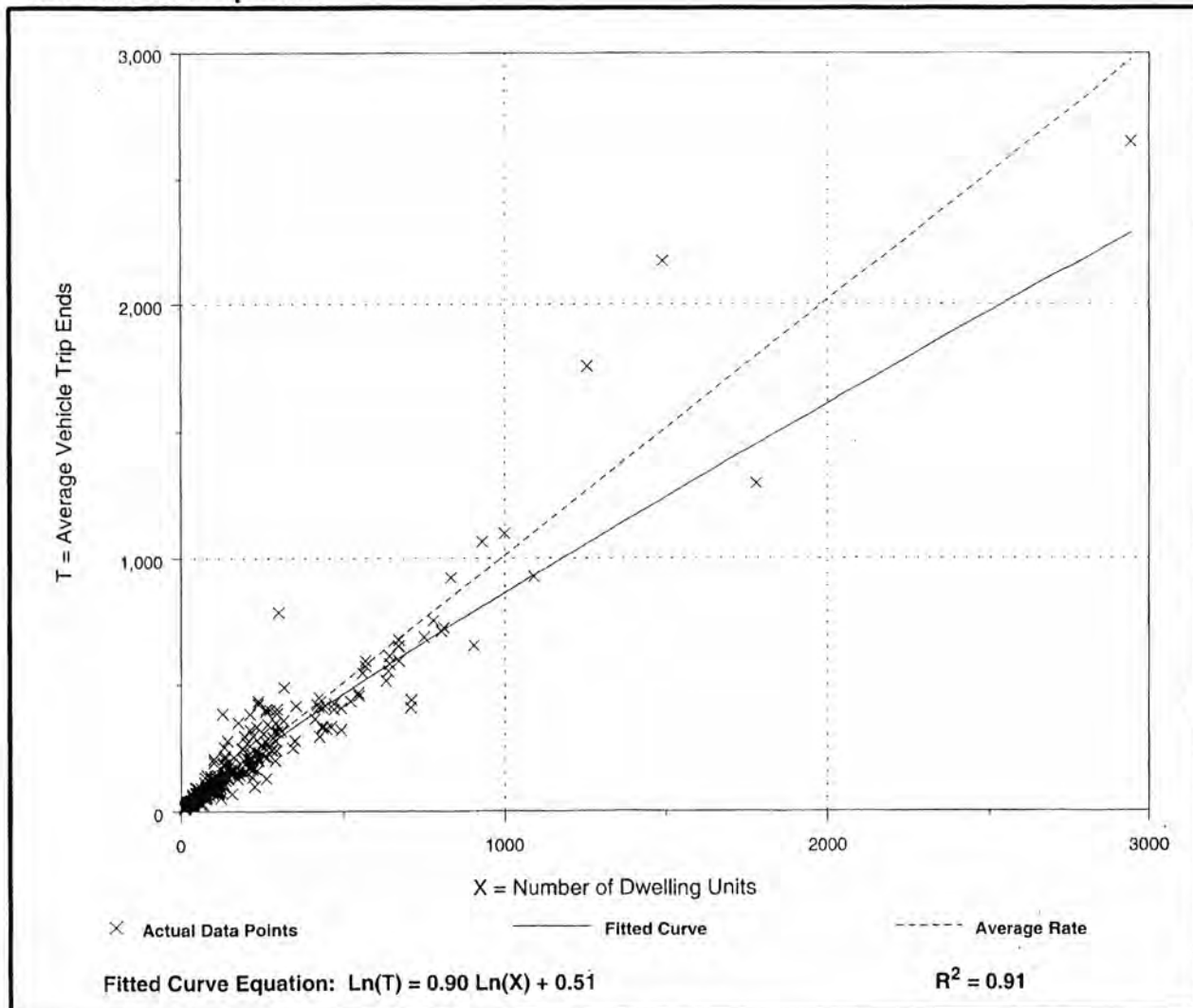
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Number of Studies: 314  
Avg. Number of Dwelling Units: 208  
Directional Distribution: 63% entering, 37% exiting

### Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|--------------|----------------|--------------------|
| 1.01         | 0.42 - 2.98    | 1.05               |

### Data Plot and Equation



**Assessed Values of Neighboring Properties**

| Property Address       | Tax Key    | Assessed value in 1996 when Mary Nohl gifted house to Kohler Foundation | Assessed value in 2012 when CAPP acquired title to 7328 North Beach Drive | 2021 Assessed Value |
|------------------------|------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------|
| 7250 North Beach Drive | 0959963000 | \$391,600.00                                                            | \$815,500.00                                                              | \$910,000.00        |
| 7252 North Beach Drive | 0959965000 | \$123,100.00                                                            | \$272,000.00                                                              | \$357,100.00        |
| 7307 North Beach Drive | 0959967000 | \$187,900.00                                                            | \$352,000.00                                                              | \$430,300.00        |
| 7405 North Beach Drive | 0959972000 | \$250,500.00                                                            | \$608,000.00                                                              | \$683,600.00        |
| 7320 North Beach Drive | 0959971000 | \$550,000.00                                                            | \$935,700.00                                                              | \$761,500.00        |
| 7308 North Beach Drive | 0959970000 | \$300,000.00                                                            | \$707,200.00                                                              | \$1,101,000.00      |
| 7300 North Beach Drive | 0959969000 | \$442,900.00                                                            | \$745,300.00                                                              | \$622,000.00        |

|                        |            |              |              |                |
|------------------------|------------|--------------|--------------|----------------|
| 7275 North Beach Drive | 0959004000 | \$350,800.00 | \$513,000.00 | \$616,000.00   |
| 7242 North Beach Drive | 0959962000 | \$363,500.00 | \$730,500.00 | \$947,000.00   |
| 7240 North Beach Drive | 0959961000 | \$513,700.00 | \$990,200.00 | \$1,198,500.00 |

The vicinity map attached hereto depicts the locations of these neighboring properties with respect to 7328 North Beach Drive and 7254 North Beach Drive.

Note, This chart does not include the Village owned immediately adjacent property associated with the address of 7200 North Santa Monica Blvd (Tax Key 0959964000) as this Village owned property has an assessed value of \$0.

