

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

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

**TUESDAY
March 11, 2025
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, HOWEVER THERE IS NO LARGER RIGHT TO COMMENT REMOTELY OR IN WRITING THAN IN PERSON.

Zoom Participant Information

<https://us02web.zoom.us/j/87335256142>

Meeting ID: 873 3525 6142

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. NOTE: No comments will be heard during this agenda item concerning a pending application for a matter that is or was the subject of a duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

3. Committee Reports

- a. Centennial Committee
- b. Plan Commission

4. Public Hearing

- a. Public Hearing on a Conditional Use Permit for Nino's Southern Sides, 8775 N Port Washington Road to Operate a Restaurant

The Village Board will hold a public hearing regarding a conditional use application to operate a restaurant at 8775 N Port Washington Road.

- 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 February 11, 2025 Village Board meeting. Pages 5 - 7
 - b. Accept the quote of Gordie Boucher Ford in the amount of \$57,206.30 for the purchase of the replacement truck for the Sewer/DPW pickup truck #24 and authorize the Village Manager to execute the purchase orders pursuant to the Lead Mechanic's memorandum dated February 24, 2025. Pages 8 - 12
 - c. Accept the quote of I39 Supply in the amount of \$8,350 for the purchase of the replacement trailer for Trailer #66 and authorize the Village Manager to execute the purchase orders pursuant to the Lead Mechanic's memorandum dated February 27, 2025. Pages 13 - 14
 - d. Accept the quote of Two-Day Painting in the amount of \$18,600 for the painting of the trim around the windows and door frames at Village Hall, and authorize the Village Manager to execute the contract for the services pursuant to the Lead Mechanic's memorandum dated February 19, 2025. Pages 15 - 16
 - e. Accept the quote of Active Finishing LLC in the amount of \$17,525 to paint the fuel tanks and the bridge guardrails on Santa Monica and authorize the Village Manager to execute the contract for the services pursuant to the Lead Mechanic's memorandum dated February 18, 2025. Pages 17 - 19
 - f. Accept Change Order No. 1 in the amount of \$7,750 from Kapur & Associates for the additional design services associated with the Beach Drive Road and utility project and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated February 28, 2025. Pages 20 - 22
 - g. Accept the quote of WSO Grading and Excavation in the amount of \$164,550 for the demolition of the pool and authorize the Village President and Village Clerk/Treasurer to sign the contract for such work pursuant to the Director of Public Works' memorandum dated February 28, 2025. Pages 23 - 24
 - h. Accept the quote of Baxter & Woodman in an amount not to exceed \$35,555 for the redesign of the Bradley Road pedestrian path at the Union Pacific railroad crossing in order to accommodate the Office of Commissioner of Railroads order for signalization improvements and authorize the Village President and Village Clerk/Treasurer to sign the contract for such work pursuant to the Director of Public Works memorandum dated February 28, 2025. Pages 25 - 36
 - i. Approve the Green Infrastructure Maintenance Covenant between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District for the Bioswales along Bradley Road Lane and authorize the Village President and Village Clerk/Treasurer to sign the maintenance covenant pursuant to the Director of Public Works' memorandum dated February 28, 2023. Pages 36 - 52
 - j. Approve payment of the bills in the amount of \$666,527.20 for the period February 1, 2025 to February 28, 2025 per the report submitted by the Village Manager. Pages 52 - 65

6. Unfinished Business

7. New Business

a. Consideration of Vacation and Restatement of Easement Located at 6807 North Lake Drive Pages 66 - 78

The Village Board will consider and may take action on a recommendation to vacate a portion of a utility easement and restate the easement located at 6807 North Lake Drive.

b. Consideration of Conditional Use Permit for Nino's Southern Sides, 8775 N Port Washington Road to Operate a Restaurant Pages 79 - 122

The Village Board will discuss and may consider a conditional use application to operate a restaurant at 8775 N Port Washington Road.

8. Future Agenda Items

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

9. Closed Session, if necessary

It is anticipated the Village Board will convene into closed session for the following reason(s):

- a. Upon motion made, seconded and adopted by roll call vote, the Village Board will convene into closed session pursuant to Wisconsin Statute Section 19.85(1)(g), to confer with legal counsel for the government who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which the body is involved; more specifically regarding the Milwaukee County Circuit Court case entitled "Catherine Conway v. Douglas Frazer et al"
- b. Upon motion made, seconded and adopted by roll call vote, the Village Board will convene into closed session pursuant to Wisconsin Statute Section 19.85(1)(g), to confer with legal counsel for the government who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which the body is involved; more specifically regarding the Milwaukee County Circuit Court case entitled "The Town Club v. Village of Fox Point".

10. Reconvene into Open Session

The Village Board will reconvene into open session.

11. 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 Symchych
Proclamation establishing Friday, April 25, 2025 as Arbor Day in the Village of Fox Point. Page 123

Proclamation establishing April 6 – 12, 2025 as National Library Week. Page 124

- b. Trustee Fonstad
- c. Trustee Ollman
- d. Trustee Aelion
- e. Trustee Stoltz
- f. Trustee Freedman
- g. Trustee Miller
- h. Village Manager Botcher

12. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

April 8, 2025 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."

Published and Posted: March 7, 2025 at 10:30 a.m.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
FEBRUARY 11, 2025**

A meeting and public hearing of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, February 11, 2025 in Schwemer Hall, 7200 N. Santa Monica Boulevard. Village President Symchych 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 Christine Symchych
Trustee Eric Fonstad
Trustee Greg Ollman via Zoom
Trustee Liz Aelion
Trustee Jennie Stoltz
Trustee Freedman
Trustee Miller

Also, present were Village Attorney Eric Larson via Zoom, Village Manager Scott Botcher, Public Works Director Scott Brandmeier via Zoom, Village Clerk Treasurer Sara Bruckman, 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, as per 2015 Wisconsin Act 79 and as described in Village Ordinance Chapter 116-2, 116-2(C).

PERSONS DESIRING TO BE HEARD

Ann O'Conner 5838 N Shore Dr, Whitefish Bay, shared she the County Board Supervisor. Noted she is on the Parks, Finance and Intergovernmental Relations Committees and part of the Wisconsin's County Ambassador Program.

Hearing no comments, President Symchych closed public comment.

COMMITTEE REPORTS

Plan Commission

Land Division and Certified Survey Map regarding 1406 East Fox Lane, tax key number 0580005001

The Plan Commission met on February 3, 2025 there was one item on the agenda. The land division meets the requirements of the zoning code and recommended for approval by the Plan Commission.

Centennial Committee

The Centennial Committee met and reviewed the Centennial Plan for 2026. The plan will be submitted to the Village Board at the March meeting.

CONSENT AGENDA

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
FEBRUARY 11, 2025**

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- a. Approve the minutes of the January 14, 2025 Village Board meeting.
- b. Accept proposal of On Q Solutions for document management services in the amount of \$46,700 as adopted in the 2025 capital budget 40-91100-813.
- c. Approve the Certified Survey Map and Land Division at 1406 East Fox Lane as the final land division map, pursuant to the recommendation of the Plan Commission.
- d. Accept the proposal of Kapur & Associates in an amount not to exceed \$165,930 for construction management and inspection services associated with the 2025 Lake Drive water main improvement project per the Director of Public Work's memorandum dated February 4, 2025.
- e. Approve payment of the bills in the amount of \$1,232,836.00 for the period January 1, 2025 through January 31, 2025 per the report submitted by the Village Manager.

President Symchych requested the removal of consent agenda item C.

Motion by President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to approve the consent agenda, absent consent agenda item C.

NEW BUSINESS

Consent Agenda Item C

Approve the Certified Survey Map and Land Division at 1406 East Fox Lane as the final land division map, pursuant to the recommendation of the Plan Commission.

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to approve the Certified Survey Map and Land Division at 1406 East Fox Lane as the final land division map, pursuant to the recommendation of the Plan Commission.

FUTURE AGENDA ITEMS – None

CLOSED SESSION

Motion made by President Symchych, seconded by Trustee Fonstad, to convene into closed session at 7:16 p.m., Pursuant to State Statutes Section 19.85(1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically concerning the Village Manager. Participating in this portion of the closed session will be the Village Board.

Trustee Fonstad	Aye
Trustee Ollman	Aye
Trustee Aelion	Aye
Trustee Stoltz	Aye

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Trustee Freedman Aye
Trustee Miller Aye
President Symchych Aye

Carried by roll call vote (7-0).

RECONVENE INTO OPEN SESSION

Motion made by President Symchych, seconded by Trustee Fonstad and carried by roll call vote (7-0), to reconvene into open session at 7:44 p.m.

Motion made by President Symchych, seconded by Trustee Fonstad and carried by roll call vote (7-0), to approve the Village Manager's compensation increase as discussed in closed session retroactive to January 1, 2025.

ANNOUNCEMENTS

President Symchych announced she met with the Milwaukee County Supervisor and residents to discuss climate change issues. Thanked Manager Botcher covered North Shore Fire Meeting.

Trustee Stoltz announced the North Shore Dementia meetings have moved to a different schedule rotation.

Manager Botcher announced that the North Shore Fire Department formulas percentages for the next 5 years have been calculated and released, and he will forward these to the Village Board.

ADJOURNMENT

Motion made by Trustee Fonstad, second by President Symchych, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 7:45 p.m.

Respectfully submitted,

Sara A. Bruckman
Clerk Treasurer



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN

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VILLAGE HALL
7200 N. SANTAN MONICA BLVD.
FOX POINT, WI. 53217-3505
414-351-8900

To: Fox Point Village Board
From: Steve West *SW*
Through: Scott Brandmeier & Scott Botcher *SBAD*
Date: February 24, 2025
Re: Pickup truck #24

I received three proposals for the purchase of a new 2500 HD pickup truck with a plow and I **recommend that the Village accept the proposal from Gordie Boucher Ford of Menomonee Falls in the amount of \$57,206.30 for (1) 2025 Ford F-250 Super Duty with plow, tool box, and some accessories.** This price includes the \$3,500.00 value for the trade in vehicle. This vehicle meets and/or exceeds all our specifications.

The proposal from Gordie Boucher was the lowest of the three, the other two proposals were from Badger Ford in the amount of \$67,784.00 for a 2025 Ford F-250 and Badger Chevrolet in the amount of \$67,997.50 for a 2025 Chevrolet Silverado 2500 HD.

I am also requesting approval of an additional amount not to exceed \$2,793.70 for graphics, radio replacement, and small equipment to complete this unit once we receive it.

The total requested amount at this time is not to exceed \$60,000.00, we budgeted a total of \$70,000.00 for this purchase using two accounts: \$32,500.00 from sewer account #21-91000-802 and DPW account #40-91400-806 in the amount of \$32,500.00.



Preview Order 8900 - F2B 4x4 Reg Cab SRW : Order Summary Time of Preview: 01/30/2025 16:50:00 Receipt: NA

Dealership Name : Gordie Boucher Ford of Menomonee Falls, Inc.

Sales Code : F41323

Dealer Rep.	DENNIS GONZALEZ	Type	Fleet	Vehicle Line	Superduty	Order Code	8900
Customer Name	Village of Fo	Priority Code	C1	Model Year	2025	Price Level	520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$48090	.LT245/75R17E BSW ALL-SEASON	\$0
142 INCH WHEELBASE	\$0	3.73 RATIO NON LTD SLIP AXLE	\$0
ORANGE	\$660	JOB #1 ORDER	\$0
CLOTH 40/20/40 SEAT	\$100	CV LOT MANAGEMENT	\$0
MEDIUM DARK SLATE	\$0	10000# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	SPARE TIRE AND WHEEL	\$0
.AIR CONDITIONING -- CFC FREE	\$0	JACK	\$0
.AM/FM STEREO MP3/CLK	\$0	FUEL CHARGE	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	PRICED DORA	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	DESTINATION & DELIVERY	\$1995
		MSRP	
TOTAL BASE AND OPTIONS		\$50845	
DISCOUNTS		NA	
TOTAL		\$50845	

This order has not been submitted to the order bank.

This is not an invoice.



BOUCHER AUTO GROUP

GUEST PROPOSAL

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Gordie Boucher Ford of Menomonee Falls

N88W14300 Main St
Menomonee Falls WI 53051
Sales: John Goodnetter
Manager: Dennis Gonzalez

Buyer	Co-Buyer	Vehicle
Village of Fox Point 7200 N. Santa Monica Blvd Fox Point WI 53217 Home # Cell # (414) 351-8900 Work # Email: swest@villageoffoxpoint.com	Home # Cell # Work # Email:	2025 FORD SUPER DUTY F-250 SRW VIN: Stock: Mileage: 0 Color:

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
1					
2					

Selected Terms	
Loan Term:	36 months
Payment:	\$2,180's
Investment:	\$0.00

Purchase Details	
Retail Price:	\$50,845.00
Sales Price:	\$48,404.80
Savings:	\$2,440.20
Accessories:	\$11,600.00
Service Fee:	\$499.00
Electronic Filing Fee:	\$38.00
Titling Fee Manual:	\$164.50
Total Taxes:	\$0.00
Total Sales Price:	\$60,706.30
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Investment:	\$0.00
Amount Financed:	\$60,706.30

X

Customer's Signature

1/30/2025

Date

Disclaimer:

Please submit this worksheet to Management for its review. I understand that (i) this worksheet is neither an offer nor a contract and is not binding on the customer or the dealership, (ii) no offer to purchase any vehicle is binding until accepted in writing by an authorized Boucher Sales Manager on a Wisconsin State Motor Vehicle Purchase Contract form and (iii) Sales Consultant can not obligate or bind the customer or the dealership.

Printed 1/30/2025

LW LANDSCAPE & SNOW, INC.

62 PO Box
Butler, WI 53007
+14144616100
lwsnowsupply@gmail.com



INVOICE

BILL TO

BOUCHER AUTO GROUP
N88W14300 MAIN ST
MENOMONEE FALLS, WI
53051

SHIP TO

BOUCHER AUTO GROUP
N88W14300 MAIN ST
MENOMONEE FALLS, WI
53051

INVOICE # 5800

DATE 01/29/2025
DUE DATE 01/29/2025
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2025 F250 STD CAB LONG BOX			
	WESTERN PLOW	8.0' PRO PLUS, STEEL BLADE, HAND HELD CONTROL, STANDARD HALOGEN LIGHTS	1	7,400.00	7,400.00T
	WESTERN PART	LED UPGRADE PLOW LIGHTS (UP CHARGE IF CUSTOMER WANTS)	1	700.00	700.00T
	SHOP SUPPLIES	SHOP SUPPLIES	1	65.00	65.00T
	LABOR	LABOR	1	850.00	850.00T
	WESTERN PART	62530-1 RUBBER SNOW DEFLECTOR - INSTALLED	1	418.00	418.00T
	BUYERS PART	8892210 - Ultra Thin 5 Inch Green/Amber LED Strobe Light 2 - ON TOOL BOX 2 - FRONT GRILL	4	58.98	235.92T
	BUYERS PART	8892225 - Black Mounting Bracket for 5.14 Inch Surface Mount Ultra-Thin LED Strobe Light	2	15.75	31.50T
	SHOP SUPPLIES	SHOP SUPPLIES	1	90.00	90.00T
	LABOR	LABOR	2.50	125.00	312.50T
	BUYERS PART	1709425 - BUYERS - 23x27x71 Inch Diamond Tread Aluminum Crossover Truck Box, Single lid	1	1,296.00	1,296.00T
	SHOP SUPPLIES	SHOP SUPPLIES	1	30.00	30.00T
	LABOR	LABOR	1	125.00	125.00T

PLEASE REMIT TO:
LW LANDSCAPE & SNOW
PO BOX 62
BUTLER, WI 53007-0062

THANK YOU FOR YOUR BUSINESS!!

Pay invoice

SUBTOTAL	11,553.92
TAX	0.00
TOTAL	11,553.92
BALANCE DUE	\$11,553.92

PLEASE REMIT TO:
LW LANDSCAPE & SNOW
PO BOX 62
BUTLER, WI 53007-0062



VILLAGE OF FOX POINT
MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board
From: Steve West *SW*
Through: Scott Brandmeier *SB* & Scott Botcher *SB*
Date: February 27, 2025
Re: Trailer #66

I received two proposals for the purchase of a new trailer for the DPW, **I recommend that the Village accept the quote of I39 Supply in the amount of \$8,350.00** for (1) 82" x 18', 14,000 lbs. manual tilt trailer.

The second quote was from Big "O's" Trailer in the amount of \$8,921.00. Their quote did not meet the expectations of the specification and was also the higher of the two quotes.

I would also like to request and additional \$650.00 for graphics and miscellaneous equipment to complete this unit once we take delivery. **This additional amount would bring the total amount requested at this time to \$9,000.00.** We budgeted \$9,500.00 for this purchase from account #40-91600-809.

Unit #66



Customer Quote

Quote : DQT294813
Entry Date : 01/28/2025
Sales Rep : Peter Tonn Andrew
Email : sales@i39supply.com
Customer PO : Village of Fox Point

Quote By

Peter Tonn Enterprises, LLC. dba I39 Supply
N6100 Johnson Road
Portage WI, USA 53901
F: (608) 742-6222
P: (608) 742-6223

Quote To

I39 Supply

Item	Model	Qty	Price
82x18 Manual Tilt Speed Loader Car Hauler Trailer, 14K	H8218MX-140	1	\$6,531.00

Standard Features

Frame : 6" Steel Channel	Hubs : Easy Lube	Tie Downs : Banjo Tie-Downs
Crossmembers : 3" Steel Channel, 16" On-Center	Breakaway : Battery, Switch, and Lanyard	Tie Downs : Stake Pockets
Tongue : 6" Steel Channel, Fully Wrapped	Tires : ST235/80R16E 10-PR	Exterior Storage : Spare Tire Carrier
Coupler : 2-5/16" Adjustable, Posi-Lock	Wheels : 16", 8-Hole Steel	Connector Plug : Round 7-pin Blade
Safety Chains : DOT Compliant	Exterior Finish : Industrial Grade Polymer Finish	Wiring : Sealed Wiring Harness
Tongue Jack : 12K Drop Leg, Set-Back	Decking : 2" Pressure Treated Pine	Exterior Lights : Full LED, DOT Compliant
Dovetail : Reverse Taper Cut	Decking : Board Retainers	Hydraulic Components : Hydraulic Tilt Cylinder (MX) Manually Operated
Fenders : Double Break Tread Plate		Warranty : Limited 3-Year Warranty
Axle : (2) 7000 lb. Slipper Spring Brake		

Selected Options

Upg, Electric Winch 12v 10000lb With Nylon Rope Deck Mounted	HUPG10129	1	\$1,276.00
Self contained automotive battery pack f	HUPG10130	1	\$324.00
UPG, TOOLBOX STEEL DS	HUPG10179	1	\$265.00
COLOR, ORANGE	HUPG10267	1	\$294.00
	Sub Total		\$8,690.00
	Tax (0%)		\$0.00
	Freight		\$200.00

Total Price \$8,890.00

your Price \$8350
+ tax if applicable



VILLAGE OF FOX POINT

Milwaukee county

Wisconsin

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOXPOINT, WI. 53217-3505
414-351-8900

To: Village Board
From: Steve West *SW*
Through: Scott Brandmeier *SB* and Scott Botcher *SB*
Date: February 19th, 2025
Re: Village Hall painting

I received (3) proposals for the painting to be completed on the Village Hall. **I recommend that the Village accept the proposal from Two Day Painting in the total amount of \$18,600.00** for the painting of Village Hall.

The other two proposals were from Active Finishing LLC in the amount of \$22,250.00 and Greco Painting in the amount of \$16,885.00

I am recommending the proposal from Two Day Painting over the lowest bid for the following reasons:

- 1) References that were provided were for similar work but was residential.
- 2) Proposal provided did not state anything about two coats being applied during the job.
- 3) I feel that the lowest bid would not be able to provide what the Village is expecting for this job to be completed correctly and provide longevity to the painted surfaces.

This job is to be completed with **the total amount requested at this time to \$18,600.00 from account #40-91100-805.**

Exterior Job Description - Main Building Exterior Wood Staining (\$18,600)

Exterior Project Includes staining the following surfaces:

1. Wood board and batten siding including the wood front soffit and fascia
2. Wood window frames

Note - look at the details in pictures and notes below

Excludes: Carpentry, wood board and batten siding on the water tank enclosure, all light tan wood support posts and portico (overhang) in the front section of the building, all brick, metal windows, gutters and downspouts, metal roof flashing, stairs, fence, all doors and frames, and all areas not specified above.

Carpentry: In the event of carpentry repair being discovered, all repair will be performed at an additional time and materials charge of \$95 per man hour plus materials pending customers approval, as it is not included in the price below.

Preparation:

- Power wash all areas to be painted (soft wash)
- Hand clean as needed
- Scrape all loose and peeling paint (no sanding included)
- Prime bare wood areas with SW Peel Bond primer
- Caulk large cracks in siding and around the window frames
- Fill woodpecker and large knot holes with wood putty
- Remove and reset downspouts

Product and Sheen in included areas above:

1. Siding, soffit, fascia, window frames: SW Woodscapes Rain Refresh - 2 coats - Color - match existing color

Scheduling: We will aim for the week of - Spring of 2025 (temps must be consistently above 50 degrees)

These dates may be moved due to weather or other situations, but we will communicate any changes prior.

Other Project Information:

Color consultation requested: No

French cut required: No

Color scheme: Same

Max ladder size: 32' - 40'

Total # of Colors Included: 1 (For each additional color, add \$95)

Job Specific Notes: Daily and full cleanup upon completion. We will not be able to get 100% of the paint chips. Price includes all labor, paint, and materials, unless specified otherwise in this proposal. All prices above reflect discount.

1. Roof is navigatable for right and left sides of the building and there is rooftop access;
2. Front area above the portico will need to be navigated from the exterior, there is no inside access to the walkway on the portico
3. We will need access to multiple water spigots for washing
4. We will abide by OSHA safety standards
5. We will use PCA paint standards
6. The project will be supervised by an on site employee project manager to insure quality, proper schedule, timeliness, standards and efficiency.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

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

To: Village Board
From: Steve West *SW*
Through: Scott Brandmeier and Scott Botcher *SB*
Date: February 18, 2025
Re: Painting of the fuel tanks and the guardrails *SB*

I received three proposals for the painting of the Village fuel tanks and the guardrails on the Santa Monica Blvd. bridge.

I am recommending the two quotes from Active Finishing LLC, for both the fuel tanks and the guardrails in the amount of \$17,525.00.

The quoted amount for the fuel tanks is \$2,875.00 and the quoted amount for the bridge guardrails is \$14,650.00. These proposals meet and/or exceeds all the Village's expectations for the work proposed.

The other two proposals were from Greco Painting Co. in the amount of \$7,450.00 for the bridge guardrails and \$1,325.00 for the fuel tanks. The other proposal is from Two Day Painting in the amount of \$24,864.00 for the bridge guardrails and \$3,435.00 for the fuel tanks.

I am recommending the proposal from Active Finishing LLC over the lowest proposal for the following reasons:

- 1) Regarding the proposal provided for the fuel tanks; it does not clearly state that two coats will be applied to the tank surfaces.
- 2) Also, regarding the fuel tanks; it does not clearly state that there will be primer applied where needed before the painting process.
- 3) Regarding the guardrails on the bridge; it also does not state clearly that there will be two coats of paint and nor does it state that primer will be applied where needed.

I would like to request an additional \$1,025.00 to complete the proposed jobs. This additional amount is due to the rise in cost compared to previously quoted in 2024. This brings a **total requested amount of \$17,525.00. We budgeted \$16,500.00 in account # 40-91600-842.**

Active Finishing, LLC

ESTIMATE

Aaron Johnson
Chris West
607a Foxmead Pl
Waterford WI 53185
262-312-8972
aaron@activefinishing.com

DATE: 2/3/2025

TO:
Village Of Fox Point
7200 N Santa Monica Blvd
Fox Point, WI 53217
Swest@villageoffoxpoint.com

FOR:
Painting Fuel Tanks
7200 N Santa Monica Blvd
Fox Point, WI 53217

THIS PROPOSAL INCLUDES ESTIMATED LABOR AND MATERIAL COSTS NECESSARY TO PERFORM THE FOLLOWING WORK:			AMOUNT
Pressure wash (2) fuel tanks. Apply rust prohibitive primer to any rusty areas. Apply two coats of oil paint to tank surfaces. <i>Includes all clean up and set up. Work to be performed in a safe and timely manner.</i>			\$2875.00

Respectfully Submitted: _____

The above prices, specifications and conditions are satisfactory
and are hereby accepted. You are authorized to do the work as
specified. Payments will be made as outlined above.

ACCEPTANCE OF PROPOSAL

Date of Acceptance: _____

Signature: _____

Active Finishing, LLC

ESTIMATE

Aaron Johnson
Chris West
607a Foxmead Pl
Waterford WI 53185
262-312-8972
aaron@activefinishing.com

DATE: 2/3/2025

TO:
Village Of Fox Point
7200 N Santa Monica Blvd
Fox Point, WI 53217
Swest@villageoffoxpoint.com

FOR:
N Santa Monica Blvd Bridge
7200 N Santa Monica Blvd
Fox Point, WI 53217

<i>THIS PROPOSAL INCLUDES ESTIMATED LABOR AND MATERIAL COSTS NECESSARY TO PERFORM THE FOLLOWING WORK:</i>			AMOUNT
Clean and paint two coats on metal railing sections along each side of bridge. Rusty areas to be primed prior to painting. Product to be Diamond Vogel Two Part Urethane. <i>Includes all clean up and set up. Work to be performed in a safe and timely manner.</i>			\$14,650.00

Respectfully Submitted: _____

The above prices, specifications and conditions are satisfactory
and are hereby accepted. You are authorized to do the work as
specified. Payments will be made as outlined above.

ACCEPTANCE OF PROPOSAL

Date of Acceptance: _____

Signature: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA
BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village of Fox Point Plan Commission and Village Board

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

Through: Scott Botcher, Village Manager *SB*

Date: February 28, 2025

Re: Change Order No. 1 for Kapur for Additional Design Services for Beach Dr Road and Utility Improvement

Kapur & Associates was retained to prepare the design for the southern section of Beach Drive. The proposal to provide these services was approved after a recommendation from staff that both sections (the southern end of Beach Drive and the portion of the road on the bluff) should be addressed as part of one project. Unfortunately, after obtaining updated construction cost estimates, it has been determined that we will need to separate out the two projects – focusing on the southern section in 2025 and the bluff area in 2026 (as it is unlikely we will have enough budget to perform both projects).

During the design of the southern section, the Village held a pre bid walkthrough for contractors interested in bidding on the work and only one contractor attended the meeting. This provided us with an opportunity to inquire what concerns he had about the project. One of the concerns he noted was the possible limitations to pipe bursting a new water main. Pipe bursting was listed as the main option in the contract documents due to the tight work spaces along the southern section of Beach Drive. However, as a result of the input we received, Kapur was asked to provide other options for contractors to consider in their bids including water pipe lining and open cut excavation. Alternatives to pipe bursting were not part of the original scope of services.

Additionally, one of our DPW staff was inspecting sanitary manholes on Beach Drive and found that three of them in the project limits were deteriorating badly which would require a full reconstruct of the manholes. Reconstruction of the manholes was not part of the original scope of services and, therefore, the effort to address these three manholes has been added to the change order.

Finally, staff requested that Kapur include the water main segment that connects water from Barnett to Beach in the contract. After the original scope of services had been signed, we noted the oversight in not including it in the original contract. Initially, the thought was that there would be enough funding available in the original contract to address this without a need for a change order; however, with the additional work being done, that no longer is feasible.

This change order addresses each of those items including participating in a second pre bid walkthrough and postponing the bid opening a month in order to garner more interest in the project. I have reviewed the hours and fees associated with the change order and find them to be reasonable. Therefore, it is my recommendation that the Village Board approve the change order from Kapur & Associates in an amount not to exceed \$7,750 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

February 21, 2025

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

RE: CCO #1 for 2024 Southern Portion of N. Beach Road and Utility Reconstruction Project

Dear Scott,

Contract Document made and entered into by and between the Village of Fox Point and Kapur & Associates, Inc., dated July 9, 2024, is hereby amended as set forth as follows, which is annexed and made a part of the original Contract.

Additional work proposed to be performed:

- Design of approximately 510 feet of the 8-inch water main loop between N. Barnett Lane and N. Beach Drive (includes topographic survey) – 24 hrs. x \$125 = \$3,000.00
- Design for replacement of approximately 640 feet of 2-inch water services for 7032 and 7100 N. Barnett Lane - 6 hrs. x \$125 = \$750.00
- Design an alternate option for the water main rehabilitation within the project limits – 24 hrs. x \$125 = \$3,000:
 - 1. Installation of CIPP liner
 - 2. Pipe bursting
 - 3. Horizontal directional drilling
 - 4. Open cut installation
- Design for the replacement of existing three sanitary sewer manholes MH 08-107, MH 08-107A and MH 08-129 at N. Beach Drive - 8 hrs. x \$125 = \$1,000.00

Our fee for the additional work is \$7,750.00

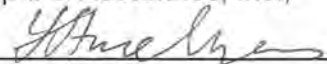
Contract Amount:

The following is a summary of the revised contract amount:

Original Contract Amount	\$ 74,415.00
Additional Fees (Contract Change Order No. 1)	\$ 7,750.00
Revised Contract Amount	\$ 82,165.00

Receipt of a signed copy of this document will constitute an executed agreement.

For Kapur & Associates, Inc.,

By: 
Yuriy Amelyan, P.E.,
Associate/Project Manager

Date: 2.21.2025

For the Village of Fox Point,

By: _____
Christine Symchych
Village President

Date: _____

By: _____
Sara Bruckman
Village Clerk/Treasurer

Date: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N SANTA MONICA BLVD
FOX POINT 53217-3605
414-351-8800
FAX 414-351-8809

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *JB*
Through: Scott Botcher, Village Manager *SAB*
Date: February 28, 2025
Re: Pool Removal and Site Improvement

The Village of Fox Point budgeted \$250,000 for the pool demolition and site improvement of the Fox Point Municipal Pool in the 2025 budget. Fox Point retained the services for Kapur & Associates to assist in developing specifications for the removal of the pool and solicited quotes from 6 contractors. Three of the six contractors submitted quotes for the demolition of the structure. Demolition of the structure includes removal of all buildings, concrete surfaces, mechanicals, underground piping, the playground and any other surfaces/structures (fences, light poles, etc.) and requires the contractor to properly backfill the pools. After all demo and fill activities are complete, the contractor is required to restore these areas with topsoil and seed. The asphalt parking lot is not part of the demo contract as it is proposed to remain in place (1) so that we can continue to store wood chips in the parking lot for use by residents and (2) so that our contractors can park their vehicles and equipment and store their materials there while they perform projects in the Village.

Of the quotes received, WSO Grading and Excavation submitted the lowest responsive quote at \$164,550 and it is my recommendation that the Village Board accept the quote of WSO Grading and Excavation in the amount of \$164,550 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

BID OPENING:11:00 a.m.
Friday, February 28, 2025

ITEM NO.	ITEM	QTY	UNIT	Balestriery E&D, Inc.		Willcom Excavation		WSO Grading and Exc.			
				Richard Heyer, 262-215 -9556		Brandon Webster, 262-909-0026		Wade St. Onge , 414-0429-1002			
				UNIT \$		UNIT \$		UNIT \$		UNIT \$	
1	Removal of Public Pool; Backfill and Compact with Clean Fill; Restore with Topsoil, Seed, and Erosion Matting – All Inclusive	1	LS	\$	173,590.00	\$	342,226.00	\$	164,550.00		
	Total Base Bid:			\$	173,590.00	\$	342,226.00	\$	164,550.00	\$	-



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA
BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 28, 2025

Re: Recommendation for Acceptance of Proposal for Redesign of the Bradley Road Pedestrian Path at the Union Pacific Railroad crossing

During the public information meetings and Village Board meetings leading up to the Bradley Road project, staff informed stakeholders that the Office of Commissioner of Railroads had issued an order which requires Union Pacific to install upgraded signals at the Bradley Road crossing. The upgraded signals will also include arms that raise and lower to block traffic from entering upon the tracks while a train is going through the crossing.

On January 30, 2025, staff received a call from an engineer representing Union Pacific (UP) who indicated that they were having an on-site meeting that morning with UP, their engineers, the DOT and the Federal Railroad Administration (FRA) to discuss the upgrades and go through the improvements we had made to the road. As a reminder, our improvements through the crossing (within UP right of way) simply focused on narrowing the lane width and incorporating a paved path because, at that time, we were unaware of the various improvements that UP and the DOT would propose for the crossing.

During the meeting with UP, the DOT and FRA, we obtained a better idea of our requirements for improvements to the crossing. Subsequently, we met with Ryan Wallace from Baxter and Woodman to discuss a scope of services to address the options the Village may have available to it at the crossing. Baxter and Woodman has prepared a scope of services to address the UP and DOT anticipated design changes. Time is of the essence as the DOT noted they intend to perform this work as early as next year and, given the coordination required between the DOT, UP and FRA, it is important to start the design work as soon as possible.

I have reviewed the scope of services and find the fees and hours to be reasonable. Therefore, it is my recommendation that the Village Board approve the proposal from Baxter and Woodman in an amount not to exceed \$35,555 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

February 25, 2025

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

Subject: Village of Fox Point – Bradley Road UPRR Crossing Update

Dear Mr. Brandmeier:

Baxter & Woodman, Inc. is pleased to submit this proposal for design engineering services for the update to Bradley Road at the Union Pacific Railroad (UPRR) crossing. This proposal outlines our scope of services and engineering fee.

Project Understanding

Per Order of the Commissioner of the Railroad (OCR) Docket 9040-RX-1393 UPRR is ordered to install new flashing warning lights with gates by December 31, 2026. At the on-site meeting with Wisconsin Department of Transportation (WisDOT), OCR, UPRR, and the Village on January 30, 2025, the Village was also informed that barriers or delineators will likely need to be installed along the center of roadway adjacent to the crossing. The placement of this new equipment likely conflicts with the path that was installed as a part of the Bradley Road 2024 construction project. The existing path is 6' installed directly adjacent to the roadway pavement and delineated as extended paved shoulder. If the path is to be relocated the crossing surface would need to be extended at the Village's cost.

We anticipate three potential design alternatives:

1. Leave crossing configuration as it currently exists.
 - a) Coordinate with UPRR and Village to determine appropriate location for new signals/gates.
2. Relocate Path
 - a) Place new signals/gates 9'3" from edge of travel way and 4' from edge of path.
 - b) The space between the path and roadway to be aggregate shoulder.
 - c) To the east of the crossing relocation of path will need:
 - i. To avoid the existing We Energies utility pole.
 - ii. A retaining wall to resolve the height difference.
 - d) To the west of the crossing:
 - i. The path should remain separated from the roadway to match location of the path at Santa Monica Blvd.
 - ii. Updates to the drainage system will be needed.

3. Relocate Path with Curb and gutter
 - a) Place curb and gutter along the north side of the roadway.
 - i. Determine if full height curb is required or if depressed curb will be acceptable.
 - b) Place new signals/gates between relocated path and new curb (5'3" from back of curb and 4' from edge of path).
 - c) The placement of curb will require additional inlets to capture runoff so the concentrated flow does not cross the path, which will be outlet to Village right of way to the north.
 - d) To the east of the crossing relocation of path will need:
 - i. To avoid the existing We Energies utility pole.
 - ii. A retaining wall to resolve the height difference.
 - e) To the west of the crossing:
 - i. The path should remain separated from the roadway to match location of the path at the Santa Monica Blvd.
 - ii. Updates to the drainage system will be needed.

Topographic Survey will be required as impacts will be outside the survey acquired for the 2024 Bradley Road Project and construction hereof may not exactly match the provided design.

All work is assumed to be completed within the existing right-of-way.

Scope of Services

Engineers - Baxter & Woodman, Inc.

Local Public Agency (LPA) – Village of Fox Point

1. **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with LPA and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the LPA.
2. **MEETINGS AND COORDINATION**
 - 2.1. *Utility Coordination:* Submit preliminary and final plans to utility companies to verify utility location. Prepare "Utility" special provision for a Non-TRANS 220 contract, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and permit information for the contractor to develop a work schedule to meet the requirements for the project. Conflicts, relocations, and utility permits are not anticipated.

- 2.2. *Railroad Coordination:* Coordinate the proposed improvements with UPRR. Prepare and deliver to the UPRR and the LPA a right-of-entry permit with supporting documents to perform work within the Railroad Right-of-Way. Prepare railroad coordination special provision with project information including verifying costs and requirements associated with obtaining railroad protective liability insurance, railroad taggers, and permit fees. Any right-of-entry permit fees are LPA responsibility.
- 2.3. *Project Meetings:* The following meetings are anticipated for this project:
- 1) LPA (2 total) (Alternates, Preliminary (90%))
 - 2) Railroad Coordination Meetings (2 total): UPRR (2) and other agencies
 - 3) Field Meeting with LPA staff (1)

3. TOPOGRAPHIC SURVEY

- 3.1 *Topographic Survey:* Perform topographic survey within the project limits and at 50-foot intervals including driveways and cross streets. The limits of the survey will be from Santa Monica Boulevard to Poplar Drive. Set project control and benchmarks at a frequency/spacing not to exceed 1,000 feet. State plane coordinates and NAVD 88 (2007) will be used for horizontal and vertical controls.
- 3.2 *Photos:* Collect photographs along the project route to assist with design drawings and exhibits.
- 3.3 *Structures:* Collect drainage structure condition, inverts, size, and flow direction.
- 3.4 *Terrain Model:* Download and develop digital terrain model for use in design and plan preparation.

4. ALTERNATIVE DESIGN

- 4.1. *Alternative Geometric Design:* Develop the improvement corridor design model, plan, profile, and cross sections throughout the project in accordance with the WisDOT FDM and LPA Standards for three (3) potential alternatives. Identify design constraints including clear zone, obstructions, and drainage limitations. Include development of the following items in the preferred improvement:
- 1) Alternative multi-use trail
 - 2) Driveways and adjacent intersections
 - 3) Retaining wall layout
 - 4) Drainage facilities
- 4.2. *Alternative Preliminary Plan:* Prepare plan sheets for the horizontal alignment for three (3) potential alternatives. Identify design constraints including clear zone, obstructions, drainage limitations and potential design exceptions. Plan and profile sheets will include improvement limits, station and offset callouts, defined paving limits, label construction limit locations and right of way breaks, drainage adjustments, driveways, and railroad equipment.

- 4.3. *Alternative Estimate of Cost and Time:* Develop preliminary cost estimates for three (3) potential alternatives and an anticipated duration for construction.
5. FINAL DESIGN - Preliminary (90%) and Final (100%) submittals are anticipated for this project. Discussion of Comments will be provided for comments received.
- 5.1. *Final Plans:* The following plan sheets are anticipated for this project (number of sheets):
- 1) Title Sheet (1)
 - 2) General Notes (1)
 - 3) Construction Details (6)
 - 4) Railroad Details (1)
 - 5) Removal Plan (1)
 - 6) Storm Sewer Plan & Profile (1)
 - 7) Pavement Markings and Signing (1)
 - 8) Detour Plan (1)
 - 9) Alignment, Ties, Benchmarks (1)
 - 10) Estimate of Quantities (1)
 - 11) Path Plan & Profile (2)
 - 12) Standard Detail Drawings (10)
 - 13) Earthwork Table (1)
 - 14) Cross Sections (10)
- 5.2. *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, miscellaneous quantities and an engineer's estimate of cost.
- 5.3. *Contract Documents:* The following contract documents are anticipated for this project:
- 1) Bid Documents – LPA-approved form of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Bonds, General Conditions, and Supplemental Conditions based on documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
 - 2) Special Provisions in accordance with LPA guidelines to specify items not covered by the DOT Standard Specifications for Highway and Structure Construction.
6. QA/QC - Perform in-house milestone and constructability reviews by senior staff during conceptual review, preliminary, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

7. ASSIST BIDDING – Provide design assistance and clarification for bid documents. Assist the LPA with coordination and scheduling during the bid process. Provide documents for bidding and assist the LPA in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the LPA for an award of contract. The signal update work will be a force-account agreement with UPRR (non-compete/no let process). The surface scope of work will be via UPRR's public project system from the Village.

Deliverables:

The following is a list of anticipated deliverables to the LPA for this project:

1. Electronic AutoCAD C3D and dwg design files, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, LandXML files of existing, datum (subgrade), and final surface models, and Exhibits.
2. Electronic Record of Design files including Final Plans, Specific Permits, agency correspondence, utility logs, Project Reports and Models, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

Not Included:

The following items are not included within the scope of this project, but can be provided as additional services to the contract:

1. Environmental Studies (Hazardous Materials Assessment)
2. Public Involvement Meeting or individual meetings with residents
3. Design of Water Main or replacement of water services
4. Right-of-Way acquisition services including searches/reports, title commitments, legal description, Easements, Appraisals, Negotiations
5. Construction Engineering or Observation

Fee

The engineering fee for the engineering services as described above shall be computed on our reduced billing rates (2.85 x Direct Labor) for actual work performed plus reimbursement of out-of-pocket expenses, including travel costs, which in total will not exceed **\$35,555.00**. The Village will be kept informed of progress and expenditure of the budget, and we will not exceed the estimated amount without receiving your authorization.

This proposal is valid for 90 days from the date issued.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Ryan Wallace at 815-444-3309 or rwallace@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



David S. Hemmerich, PE
Associate Vice President

Attachments

Village of Fox Point

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\FOXPV\2500297-Bradley Road UP Crossing Update\Contract\Work\2500297.00_Proposal_BradleyRoadUPCrossingUpdate.docx

Client: FOXPV						
Plan Number: 2500297.00						
Plan Name: FOXPV Bradley Road UP Crossing Update						
Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals			270.00	\$35,240.00	\$315.00	\$35,555.00
01 - Manage Project			22.00	\$3,420.00		\$3,420.00
		Ryan Wallace	22.00			
02 - Meetings and Coordination			50.00	\$6,640.00	\$200.00	\$6,840.00
			0.00			
	02.1 - Utility Coordination		6.00	\$740.00		\$740.00
	02.1	Alondra Rodriguez	3.00			
	02.1	Ela Lodzinski	2.00			
	02.1	Ryan Wallace	1.00			
	02.2 - Railroad Coordination		14.00	\$2,020.00		\$2,020.00
	02.2	Alondra Rodriguez	2.00			
	02.2	Ela Lodzinski	2.00			
	02.2	Ryan Wallace	10.00			
	02.3 - Project Meetings		30.00	\$3,880.00	\$200.00	\$4,080.00
	02.3	Alondra Rodriguez	8.00			
	02.3	Ela Lodzinski	12.00			
	02.3	Ryan Wallace	10.00			
03 - Topographic Survey			18.00	\$2,380.00	\$65.00	\$2,445.00
		Joe Molitor	2.00			
		Shawn Hastings	12.00			
		Ursula Botsch	4.00			
04 - Alternative Design			88.00	\$10,910.00		\$10,910.00
			0.00			
	04.1 - Alternative Geometric Design		46.00	\$5,530.00		\$5,530.00
	04.1	Alondra Rodriguez	30.00			
	04.1	Ela Lodzinski	10.00			
	04.1	Ryan Wallace	6.00			
	04.2 - Alternative Preliminary Plan		28.00	\$3,680.00		\$3,680.00
	04.2	Alondra Rodriguez	10.00			
	04.2	Ela Lodzinski	4.00			

	04.2	Ryan Wallace	2.00			
	04.2	Ursula Botsch	12.00			
	04.3 - Alternative Estimate of Cost and Time		14.00	\$1,700.00		\$1,700.00
	04.3	Alondra Rodriguez	8.00			
	04.3	Ela Lodzinski	4.00			
	04.3	Ryan Wallace	2.00			
05 - Final Design			74.00	\$9,210.00		\$9,210.00
			0.00			
	05.1 - Final Plans		46.00	\$5,650.00		\$5,650.00
	05.1	Alondra Rodriguez	24.00			
	05.1	Ela Lodzinski	12.00			
	05.1	Ryan Wallace	4.00			
	05.1	Ursula Botsch	6.00			
	05.2 - Estimate of Cost and Time		10.00	\$1,240.00		\$1,240.00
	05.2	Alondra Rodriguez	6.00			
	05.2	Ela Lodzinski	2.00			
	05.2	Ryan Wallace	2.00			
	05.3 - Contract Documents		18.00	\$2,320.00		\$2,320.00
	05.3	Alondra Rodriguez	10.00			
	05.3	Ela Lodzinski	2.00			
	05.3	Ryan Wallace	6.00			
06 - QA/QC			8.00	\$1,360.00		\$1,360.00
		David Hemmerich	4.00			
		James Frederick	4.00			
07 - Assist Bidding			10.00	\$1,320.00	\$50.00	\$1,370.00
		Alondra Rodriguez	4.00			
		Ela Lodzinski	2.00			
		Ryan Wallace	4.00			

Standard Terms and Conditions

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

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

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

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

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

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

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

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

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

Standard Terms and Conditions

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

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

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

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

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

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



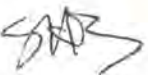
VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N SANTA MONICA BLVD
FOX POINT 53217-3608
TEL: 414-351-8000
FAX: 414-351-8000

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 28, 2025

Re: Recommendation for Approval for the Bradley Road MMSD Green Infrastructure Maintenance Covenant

Village staff successfully worked with our consultant (Baxter & Woodman) to obtain over \$800,000 in grant funding from the Milwaukee Metropolitan Sewerage District (MMSD) for the implementation of green infrastructure components on Bradley Road. The project included construction of bioswales along Bradley Road and two bio-infiltration basins on Lake Drive that accept stormwater runoff from Bradley Road. In order to receive the grant funds, the Village is required to enter into an agreement with MMSD (a Maintenance Covenant) to ensure that the project is properly managed and maintained.

The maintenance covenant has been reviewed by staff and the Village Attorney and modifications have been made per the Village Attorney's comments. The total funding to be received after approving the agreements is approximately \$832,000 and offsets almost sixty nine percent (69%) of the approximate \$1.2 million in stormwater project costs incurred. Therefore, it is my recommendation that the Village Board approve the Maintenance Covenant for the Bradley Road project and authorize the Village President and Village Clerk/Treasurer to sign on behalf of the Village.

**Green Infrastructure Maintenance Covenant
for
Fox Point-Bradley Road Bioswales –
Contract G98005P153 and Contract G98024P20**

This Maintenance Covenant (Covenant) is granted by the Village of Fox Point (Funding Recipient), located at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217, to the Milwaukee Metropolitan Sewerage District (District), located at 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

- 1. The Green Infrastructure.** The Green Infrastructure includes 36,269 square feet of Bioswales with a capture capacity of 473,590 gallons of stormwater runoff as described in attached Exhibit A (Green Infrastructure).
- 2. Baseline Documentation.** The condition of the Green Infrastructure is documented in a Baseline Report provided by the Funding Recipient to the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the Green Infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Funding Recipient and the District share the common purpose of preserving the Green Infrastructure for a period of at least 20 years. Funding Recipient intends to protect the Green Infrastructure. In addition, Funding Recipient intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

In consideration of the facts recited above, Funding Recipient grants and the District accepts a Maintenance Covenant for a period of 20 years for the Green Infrastructure. This Covenant consists of the following terms, rights, and restrictions.

- 1. Purpose.** The purpose of this Covenant is to require Funding Recipient to keep, preserve, and maintain the Green Infrastructure as described above.
- 2. Effective Dates.** This Covenant is effective upon the date of last signature below. This Covenant terminates exactly 20 years from the date of last signature below.
- 3. Operation and Maintenance.** Funding Recipient will maintain the Green Infrastructure so that it remains functional for the entire term of this Covenant. Funding Recipient is solely responsible for the operation, maintenance, and performance of the Green Infrastructure.

4. Additional Reserved Rights of Funding Recipient. Funding Recipient retains all rights associated with the Green Infrastructure including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by this Covenant or inconsistent with the purpose of this Covenant. However, Funding Recipient may not exercise these rights in a manner that would adversely affect the Green Infrastructure.

Funding Recipient expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Green Infrastructure only if:

- 4.1 The encumbrance or conveyance is subject to the terms of this Covenant.
- 4.2 Funding Recipient incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Funding Recipient transfers any interest in all or part of the Green Infrastructure.
- 4.3 Funding Recipient notifies the District of any conveyance in writing within 15 days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- 4.4 Failure of Funding Recipient to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. District Rights and Remedies. To accomplish the purpose of this Covenant, Funding Recipient expressly conveys to the District the following rights and remedies:

- 5.1 Preserve Conservation Values. The District has the right to preserve and protect the Green Infrastructure.
- 5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the Green Infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the Green Infrastructure that are damaged by any inconsistent activity or use pursuant to the remedies set forth herein.
- 5.3 Inspection. The District has the right to inspect and monitor compliance with the terms of this Covenant, obtain evidence for use in seeking judicial or other enforcement of the Covenant, and otherwise exercise its rights under this Covenant. The District will provide prior notice to Funding Recipient before inspecting the Green Infrastructure, shall comply with any safety rules of Funding Recipient when undertaking such inspections, and shall avoid unreasonable disruption of the activities of the Funding Recipient when undertaking such inspections.

6. Remedies for Violations. The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

- 6.1 Notice of Problems. If the District identifies problems with the Green Infrastructure, the District will initially attempt to resolve the problems collaboratively with the Funding Recipient. The District will notify Funding Recipient of the problems and request the Funding Recipient take remedial action within a reasonable amount of time.
- 6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened, then the District will give written notice of the violation or threatened violation and allow at least 30 days for the Funding Recipient to correct the violation. If Funding Recipient fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the Green Infrastructure or if good faith efforts to notify Funding Recipient are unsuccessful.
- 6.3 Remedies. When enforcing this Covenant, the remedies available to the District include temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Covenant, specific performance, declaratory relief, and recovery of damages resulting from a violation of this Covenant or injury to the Green Infrastructure.
- 6.4 Non-Waiver. A delay or prior inability of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.
- 6.5 Waiver of Certain Defenses. Funding Recipient waives any defense of laches or estoppel as related to this Covenant.
- 6.6 Acts Beyond the Control of Funding Recipient. The District may not bring any action against Funding Recipient for any injury or change in the Green Infrastructure resulting from causes beyond the control of Funding Recipient including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Funding Recipient under emergency conditions to prevent or mitigate damage from such causes, provided that Funding Recipient notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant.
- 7. Amendment.** Funding Recipient and the District may jointly amend this Covenant in a written instrument executed by both parties.
- 8. Assignment.** The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state, or local government or to an organization that is qualified within the meaning of 26 U.S.C. § 170(h)(3) and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term. The District will

notify Funding Recipient of any assignment at least 30 days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

9. Headings. The headings in this Covenant have been inserted solely for convenience of reference and have no effect on construction or interpretation.

10. Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of this Covenant and protection of the Green Infrastructure.

11. Counterparts. Funding Recipient and the District may execute this Covenant in two or more counterparts which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

12. Entire Agreement. This Covenant sets forth the entire agreement between Funding Recipient and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Covenant other than Green Infrastructure Funding Agreement G98024P20 2024 Bradley Road Reconstruction executed on July 2, 2024 and Green Infrastructure Funding Agreement G98005P153 Fox Point Bradley Road Bioswales executed on July 22, 2024.

13. Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, this Covenant may be extinguished only if Funding Recipient and the District agree that a subsequent unexpected change in the condition of or surrounding the Green Infrastructure makes accomplishing the purpose of this Covenant impossible.

14. Ownership Responsibilities, Costs, and Liabilities. Funding Recipient retains all responsibilities and will bear all costs and liabilities related to the ownership of the Green Infrastructure including, but not limited to, the following:

14.1 Operation, upkeep, and maintenance. Funding Recipient is responsible for the operation, upkeep, and maintenance of the Green Infrastructure.

14.2 Control. In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

- a. Exercise physical or managerial control over the day-to-day operations of the Green Infrastructure;
- b. Become involved in the management decisions of Funding Recipient regarding the generation, handling, or disposal of hazardous substances; or
- c. Otherwise become an operator of the Green Infrastructure within the meaning

of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of the Green Infrastructure.

14.3 Permits. Funding Recipient is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Funding Recipient will comply with all applicable federal, state, and local laws, regulations, and requirements.

14.4 Indemnification. Funding Recipient releases and will hold harmless, indemnify, and defend the District and its commissioners, members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each (collectively “Indemnified Parties”) from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:

- a. Injury to or the death of any person or physical damage to the Green Infrastructure resulting from any act, omission, condition, or other matter related to or occurring on or about the Green Infrastructure, regardless of cause, unless due to the negligence of any of the Indemnified Parties;
- b. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation including, without limitation, CERCLA, by any person other than the Indemnified Parties in any way affecting, involving, or related to the Green Infrastructure; or
- c. The presence or release in, on, from, or about the Green Infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties.

Nothing in this Covenant is intended to be a waiver or estoppel of Funding Recipient 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, Funding Recipient or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

15. Severability. If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

16. Successors. This Covenant is binding upon and inures to the benefit of Funding Recipient and the District and their respective personal representatives, heirs, successors, and assigns and will continue as a servitude running with the Green Infrastructure for the term of this Covenant.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

By: _____

Kevin L. Shafer, P.E.
Executive Director

By: _____

Christine Symchych
Village President

Date: _____

Date: _____

Approved as to Form

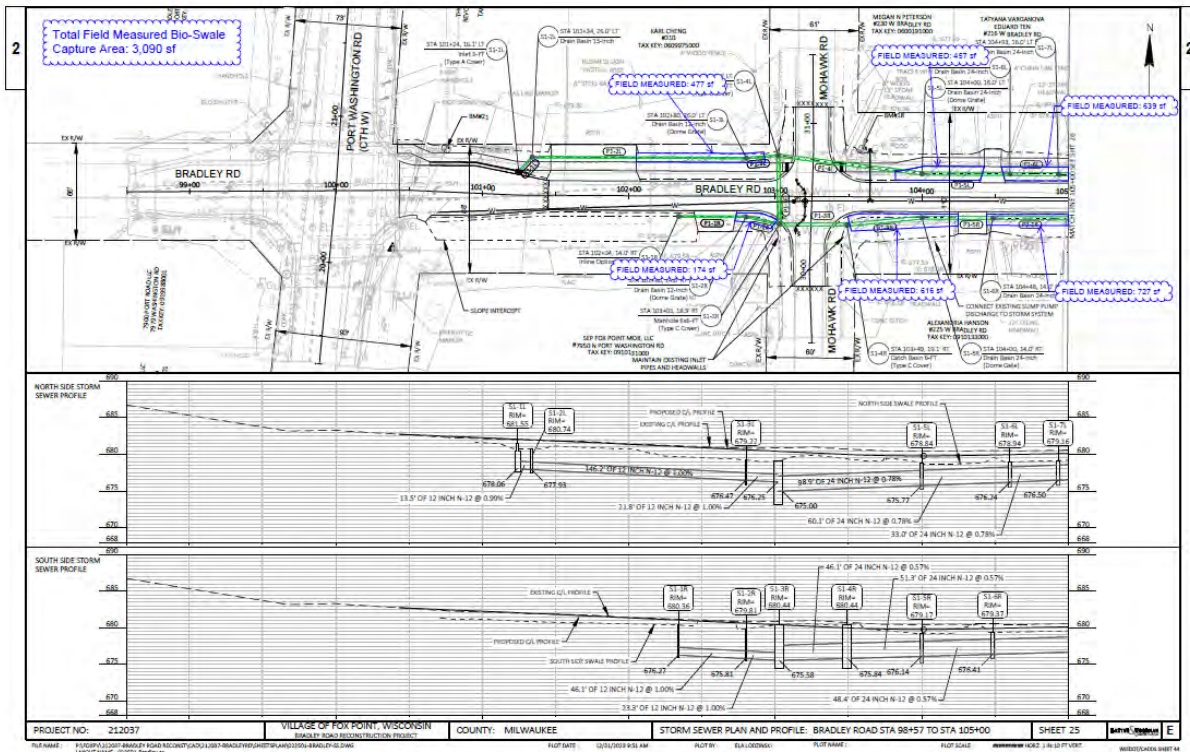
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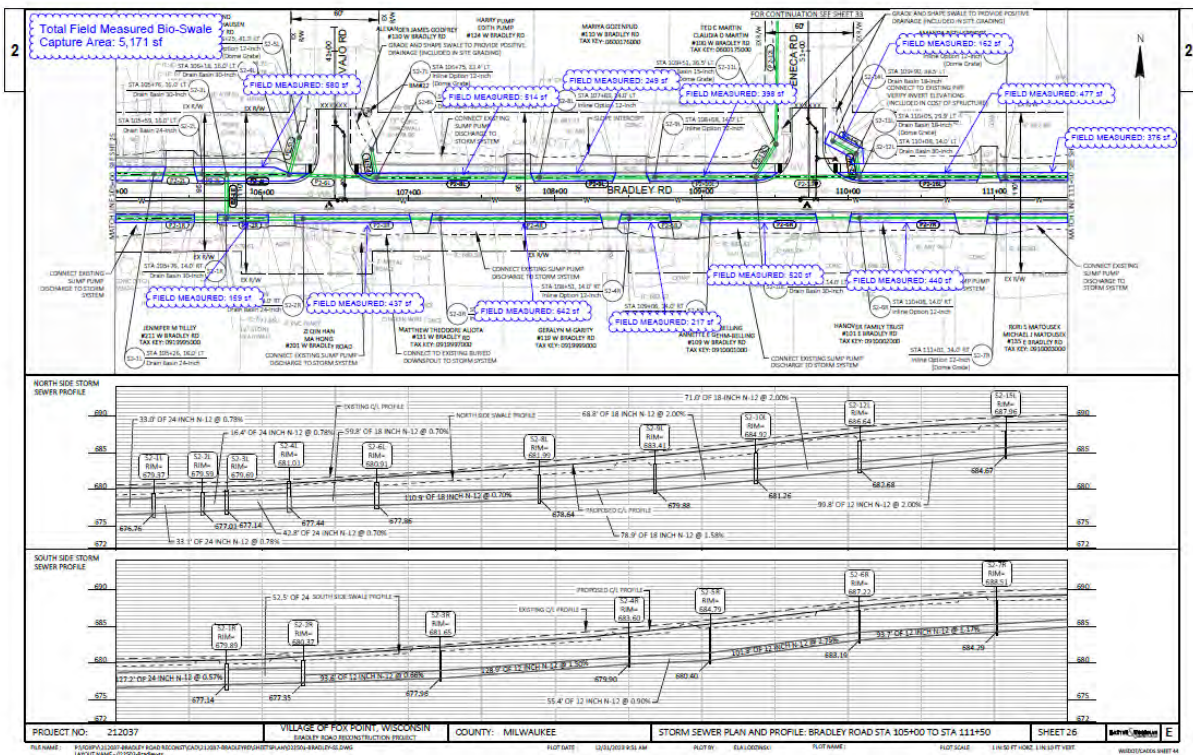
Vincent R. Bauer
Attorney for the District

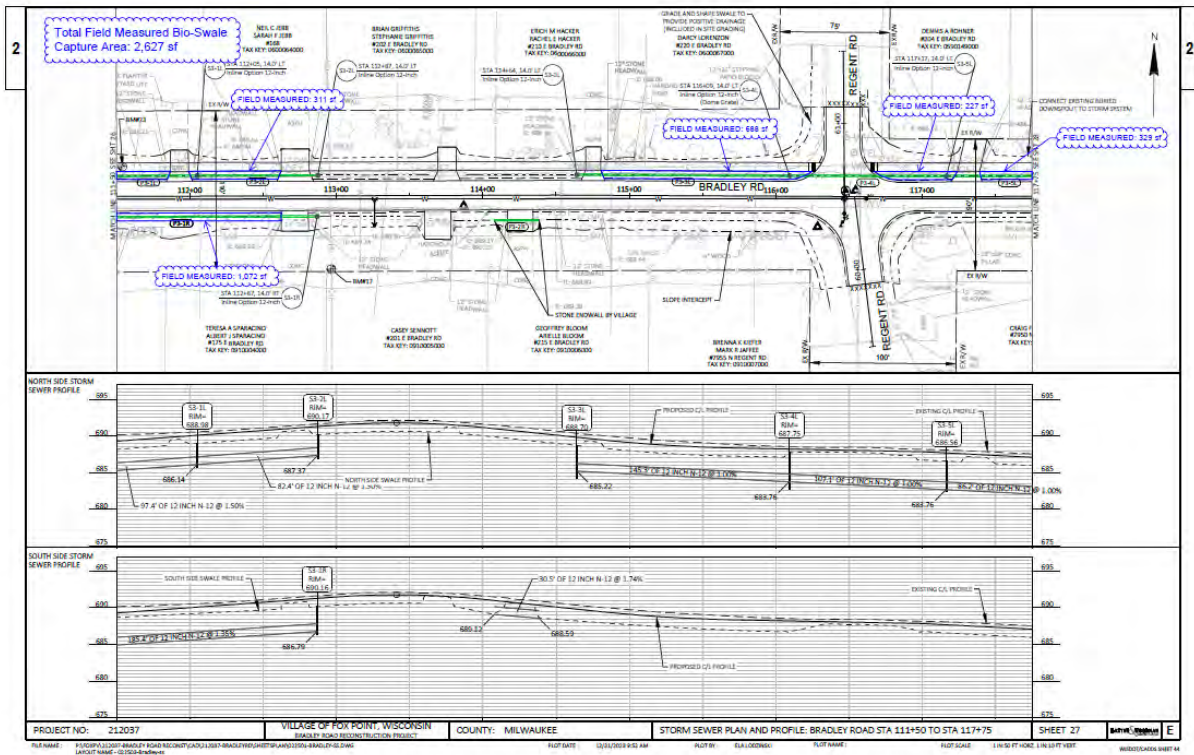
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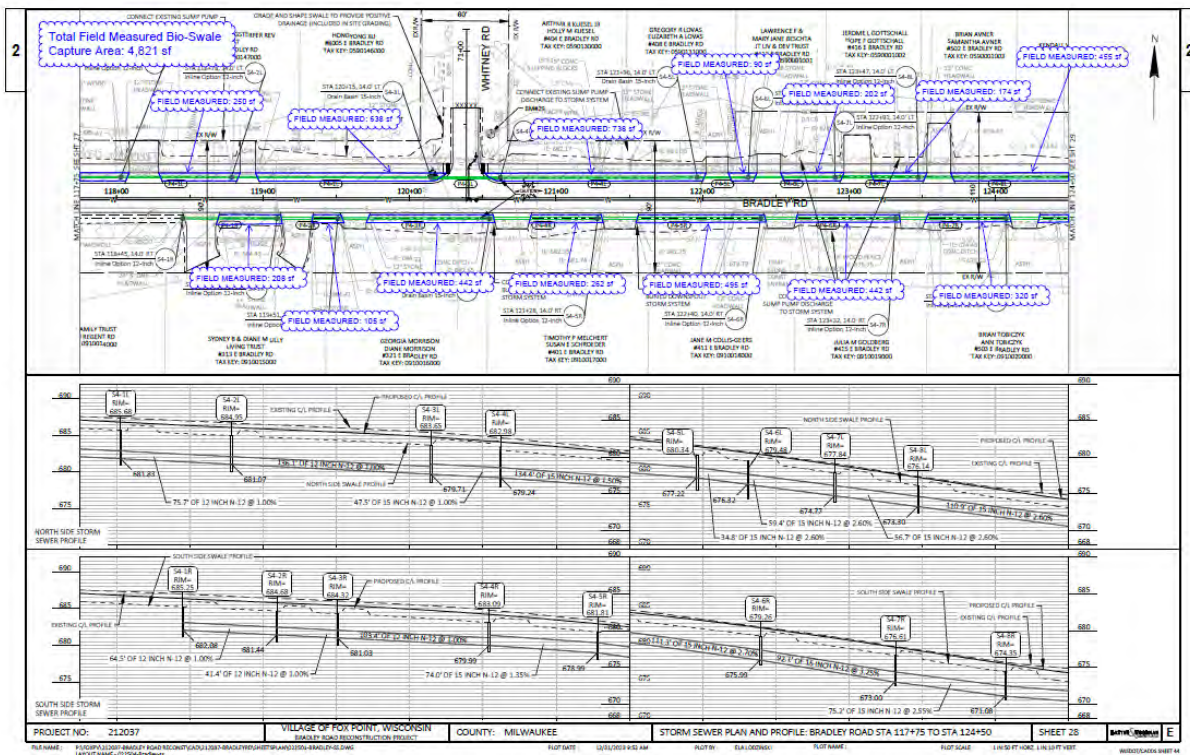
Sara Bruckman
Village Clerk/Treasurer

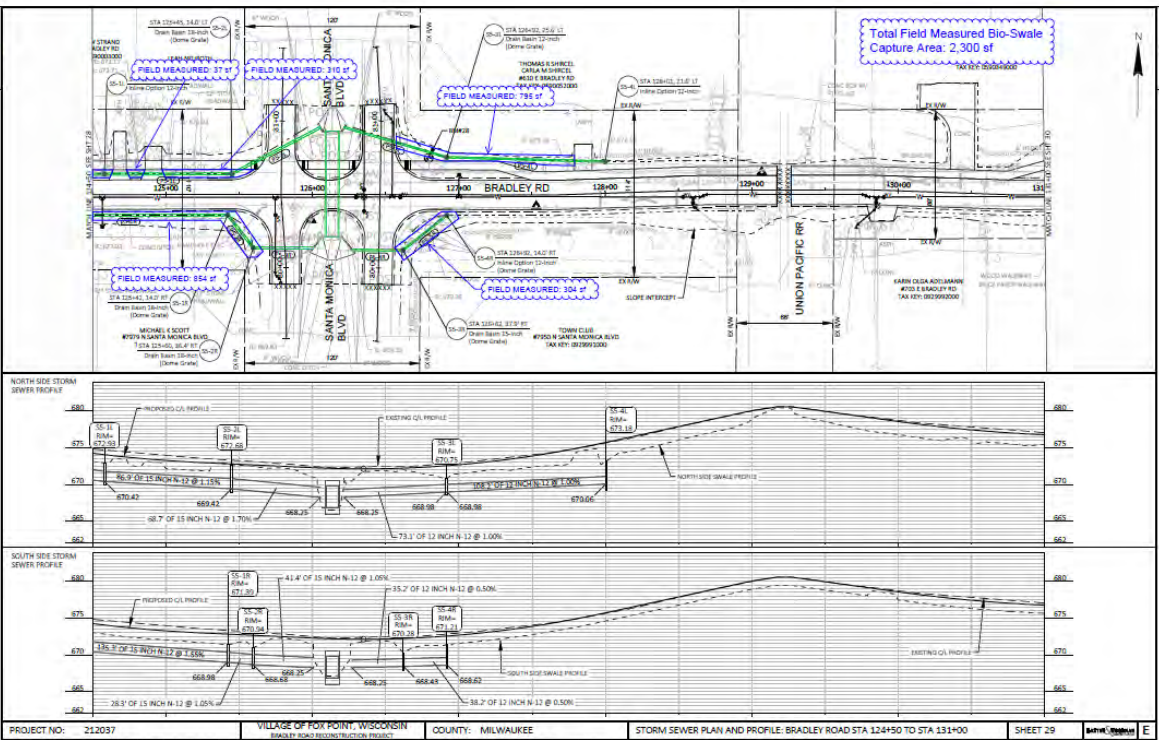
Exhibit A Bradley Road Bioswales

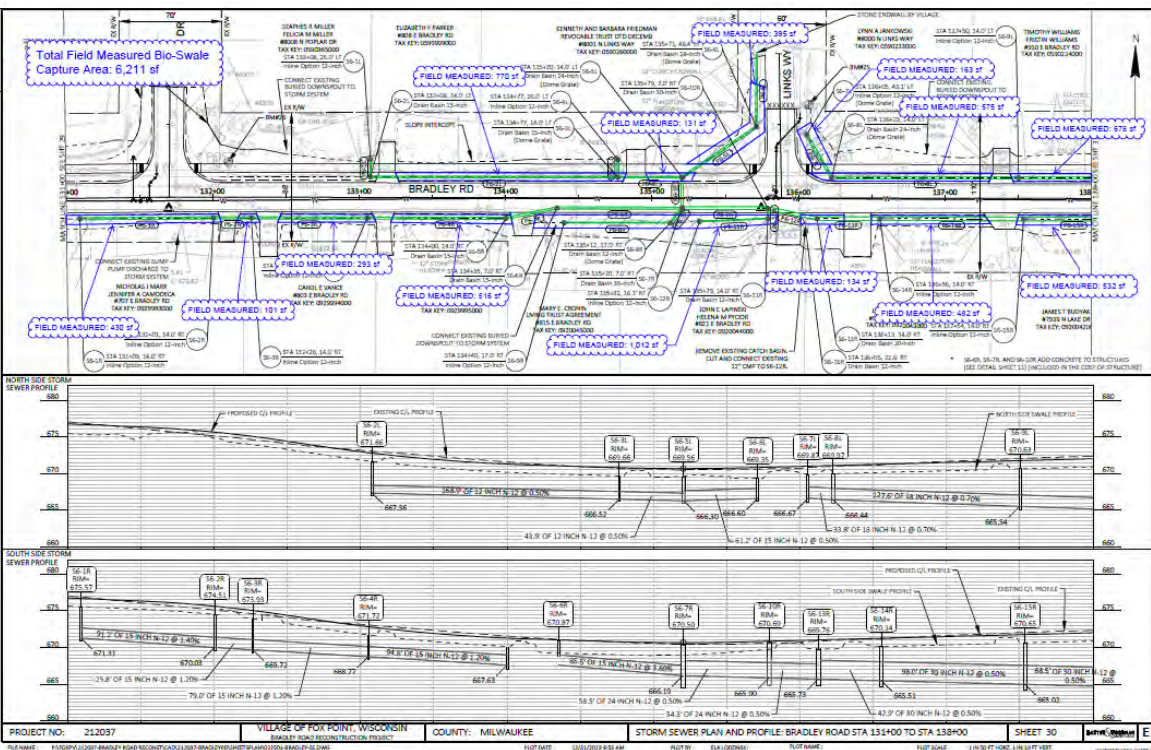


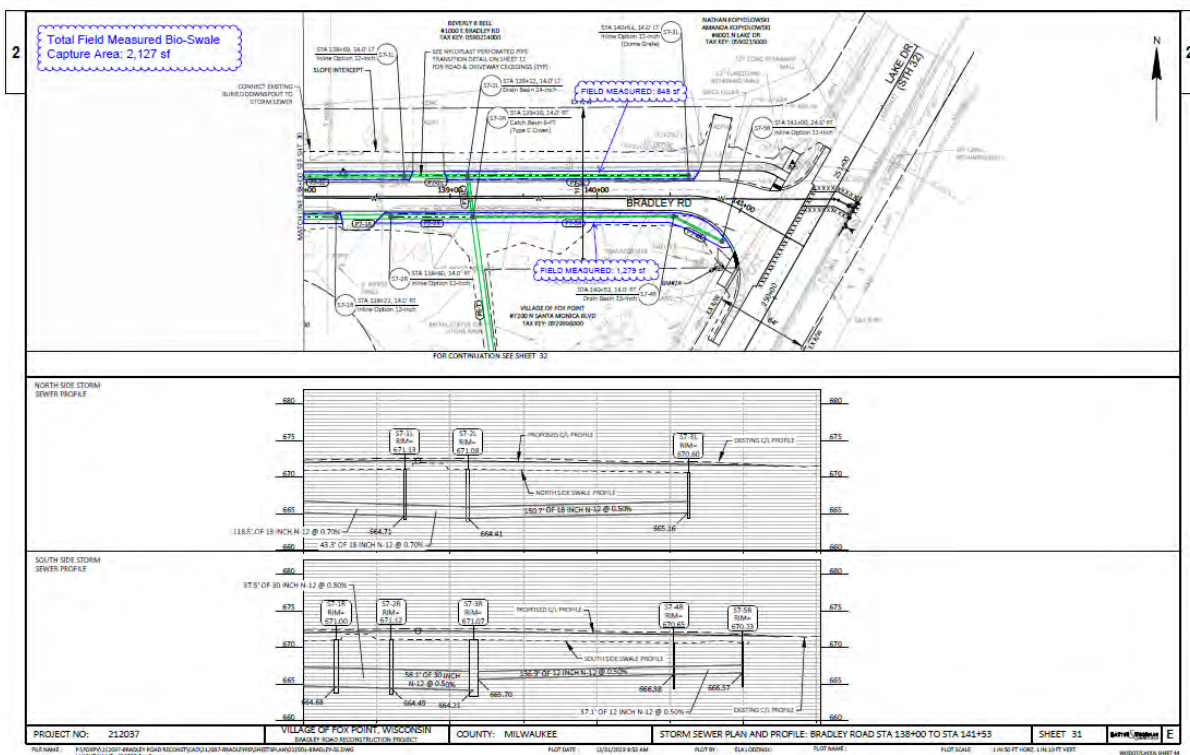


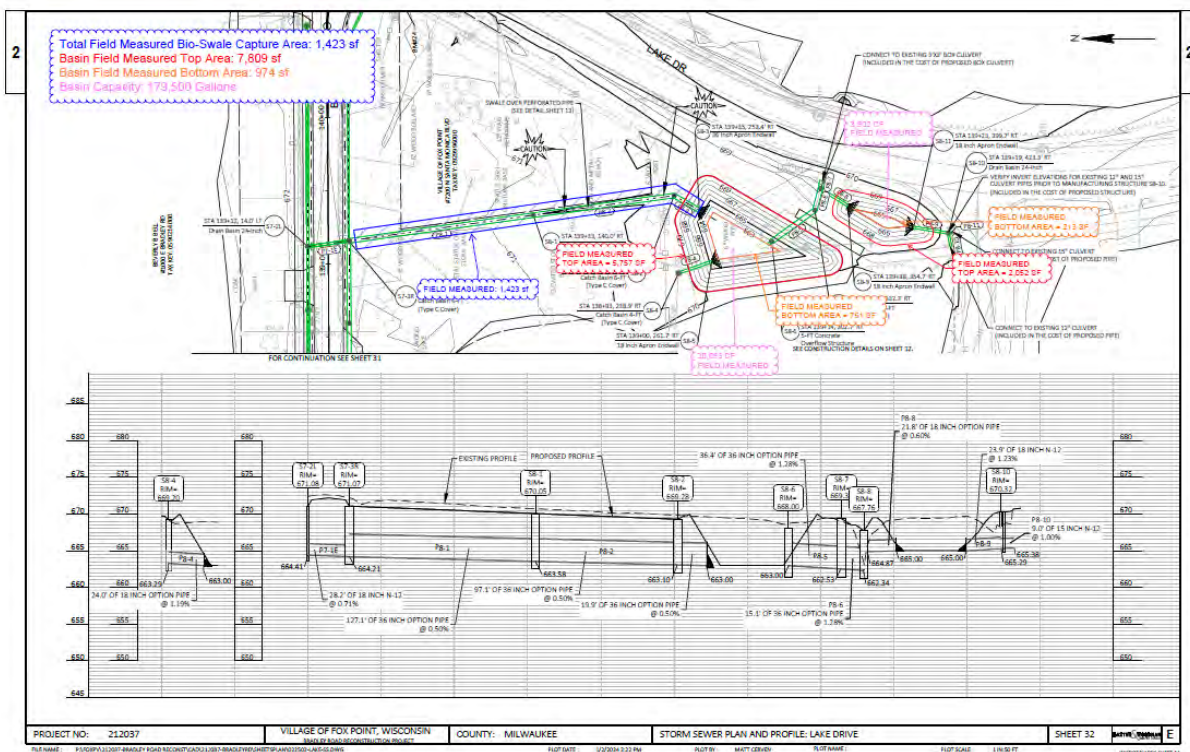


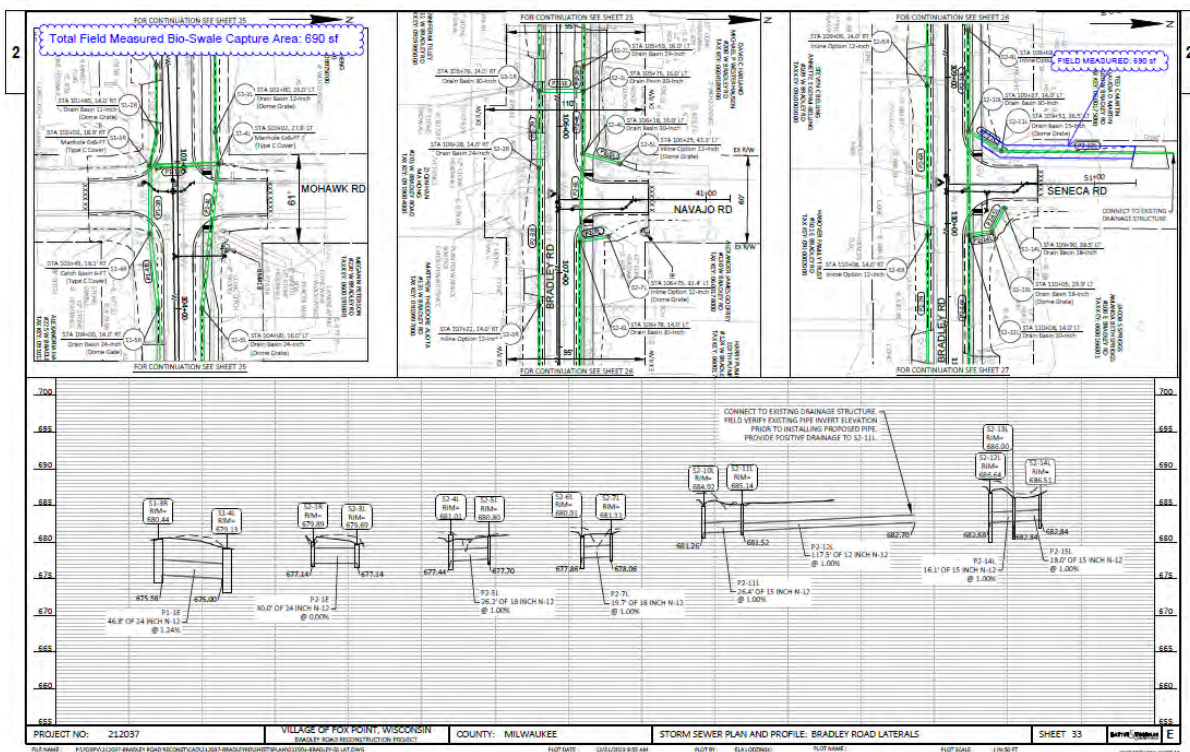




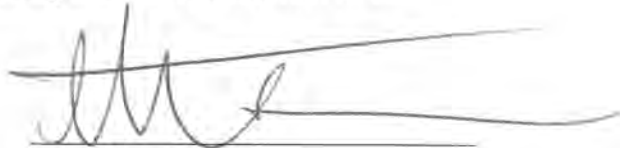








This is to certify that the attached is true and correct list of bills due for a period from February 1-28, 2025, in the total amount of \$666,527.20. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on March 11, 2025

Christine Symchych
Village President

Sara A. Bruckman
Village Clerk/Treasurer
Village of Fox Point

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 02/01/2025-02/28/2025

Page: 1
Feb 28, 2025 08:43AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	MARCH 2025	LIFE INSURANCE	02/12/2025	956.21	02/14/2025
Total 10-21520 GROUP LIFE:					956.21	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	02/01/2025	ACCIDENTAL	02/03/2025	81.72	02/07/2025
Total 10-21521 SUPPLEMENTAL PLANS:					81.72	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	FEBRUARY 2025	POLICE DUES	02/03/2025	577.50	02/07/2025
Total 10-21525 UNION DUES:					577.50	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR0213251	Deferred Comp ICMA-PRETAX	02/12/2025	1,160.14	02/14/2025
77	MissionSquare - 303753	PR0227251	Deferred Comp ICMA-PRETAX	02/26/2025	1,160.14	02/28/2025
375	NORTH SHORE BANK, FSB	PR0213252	Deferred Comp NORTH SHORE	02/12/2025	1,735.00	02/14/2025
375	NORTH SHORE BANK, FSB	PR0227252	Deferred Comp NORTH SHORE	02/26/2025	1,735.00	02/28/2025
814	GREAT-WEST TRUST COMPAN	PR0213251	Deferred Comp WI DEFER - PRE	02/12/2025	3,697.60	02/14/2025
814	GREAT-WEST TRUST COMPAN	PR0213251	Deferred Comp WI DEFER - RO	02/12/2025	1,240.00	02/14/2025
814	GREAT-WEST TRUST COMPAN	PR0227251	Deferred Comp WI DEFER - PRE	02/26/2025	3,697.60	02/28/2025
814	GREAT-WEST TRUST COMPAN	PR0227251	Deferred Comp WI DEFER - RO	02/26/2025	1,240.00	02/28/2025
Total 10-21530 DEFERRED COMPENSATION:					15,665.48	
10-44500 ESTATE SALES PERMIT						
444	CREAM CITY ESTATE	1,061103	DEPOSIT 1453 GOODRICH	02/06/2025	500.00	02/07/2025
Total 10-44500 ESTATE SALES PERMIT:					500.00	
10-45100 FINES/FORFEITURES						
2338	TIMMONS, AARONANA	02/10/2025	DOUBLE PAYMENT	02/10/2025	232.80	02/14/2025
Total 10-45100 FINES/FORFEITURES:					232.80	
10-51200-310 SUPPLIES/EXPENSES						
1072	WISCONSIN SUPREME COURT	680-0000001583	CONTINUING EDUCATION	02/25/2025	800.00	02/28/2025
Total 10-51200-310 SUPPLIES/EXPENSES:					800.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	JANUARY 2025	DRIVER SUR/JAIL FEE	02/03/2025	325.00	02/07/2025
552	WISCONSIN, STATE OF - COUR	JANUARY 2025	JANUARY	02/03/2025	1,302.81	02/07/2025
Total 10-51200-395 COUNTY COURT FEES:					1,627.81	
10-51300-211 LABOR ATTORNEY						
1692	VON BRIESEN & ROPER, S. C.	483865	PROFESSIONAL SRVCS	02/17/2025	547.50	02/21/2025
Total 10-51300-211 LABOR ATTORNEY:					547.50	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	13938	VLG ATTORNEY	02/11/2025	5,268.30	02/14/2025
Total 10-51300-218 VILLAGE ATTORNEY:					5,268.30	

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10-51410-191 EMPLOYEE RECOGNITION						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	53.98	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	40.00	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	10.00	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	28.05	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	102.54	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	EMPLOYEE REG.	02/04/2025	35.42	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	EMPLOYEE REG.	02/04/2025	169.66	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	EMPLOYEE REG.	02/04/2025	30.98	02/07/2025
Total 10-51410-191 EMPLOYEE RECOGNITION:					470.63	
10-51420-321 PROFESSIONAL DUES/MEETINGS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	WI MUNICIPAL CLERKS	02/04/2025	65.00	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	65.00	02/07/2025
Total 10-51420-321 PROFESSIONAL DUES/MEETINGS:					130.00	
10-51420-322 TRAINING						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	86.42	02/07/2025
Total 10-51420-322 TRAINING:					86.42	
10-51520-322 TRAINING						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	CLERK	02/04/2025	86.42	02/07/2025
Total 10-51520-322 TRAINING:					86.42	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	178569	PROFESSION SERV/ INTERNET	02/03/2025	2,891.81	02/07/2025
2706	ASSOCIATED APPRAISAL CON	179069	PROFESSION SERV/ INTERNET	02/25/2025	2,891.81	02/28/2025
Total 10-51530-210 CONTRACT SERVICES:					5,783.62	
10-51600-210 CONTRACT SERVICES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	ZOOM	02/04/2025	40.00	02/07/2025
265	GREATAMERICAN FINANCIAL S	38558721	MONTHLY COPIER	02/20/2025	232.00	02/21/2025
405	PITNEY BOWES INC.	3320280988	QUARTERLY FEES	02/04/2025	462.72	02/07/2025
477	TAYLOR COMPUTER SERVICES	27480	MANAGED SERVICES	02/14/2025	1,062.75	02/21/2025
1353	FORWARD TS, LTD	AR247396	MONTHLY COPIES	02/12/2025	674.92	02/28/2025
2184	MURPHY DESMOND LAWYERS	8199832	DSPS COMPLAINT	02/06/2025	7,920.00	02/07/2025
Total 10-51600-210 CONTRACT SERVICES:					10,392.39	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	1/27/2025	0702787382-00002	02/03/2025	1,350.88	02/07/2025
Total 10-51600-220 GAS-HEAT:					1,350.88	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/05/2025	0702787382-00009	02/10/2025	20.69	02/14/2025
536	WE-ENERGIES	1/27/2025	0702787382-00002	02/03/2025	1,562.68	02/07/2025
Total 10-51600-221 ELECTRIC UTILITIES:					1,583.37	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	724295827	ACCOUNT #87619173	02/10/2025	.15	02/14/2025
5312	AT & T- VILLAGE	01/22/2025	414 351-8900 758 7	02/04/2025	77.62	02/07/2025

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Total 10-51600-222 TELEPHONE UTILITIES:					77.77	
10-51600-234 VILLAGE HALL MAINTENANCE						
57	JPMORGAN CHASE BANK NA	01/27/2025-2024	VILLAGE	12/31/2024	735.00	02/07/2025
892	SPECTRUM	02/07/2025	8348 10 012 0042231 VLG	02/13/2025	9.99	02/14/2025
1710	UP NORTH SERVICES	4682	PEST CONTROL VLG	02/07/2025	55.00	02/14/2025
2160	PAUL REILLY COMPANY	125504	DOOR REPAIR	02/25/2025	8,466.04	02/28/2025
5691	CINTAS CORPORATION	5254656801	FIRST AID CABINET VH	02/25/2025	105.66	02/28/2025
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					9,373.69	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	AMAZON	02/04/2025	24.88	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	AMAZON	02/04/2025	21.99	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	AMAZON	02/04/2025	28.99	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	AMAZON	02/04/2025	68.03	02/07/2025
2476	RITEWAY BUSINESS FORMS	25-85020	YEAR END SUPPLIES	02/03/2025	120.18	02/07/2025
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					264.07	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000013679445	ACCOUNT 693002-000-8	02/10/2025	2,220.00	02/14/2025
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					2,220.00	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	3170015	RMC ANNUAL FEE	02/24/2025	250.00	02/28/2025
Total 10-51700-510 INSURANCE:					250.00	
10-51700-511 GROUP HEALTH - RETIREES						
18	SECURIAN FINANCIAL GROUP I	02/01/2025	ACCIDENTAL	02/03/2025	5.32	02/07/2025
433	RESNICK, AMY	61	HEALTH INSURANCE REIMBUR	02/01/2025	327.27	02/07/2025
435	RIES, DANIEL	77	HEALTH	02/01/2025	479.63	02/07/2025
520	WICHMAN, MICHELLE	22	MONTHLY	02/01/2025	397.39	02/07/2025
2194	OBREMSKI, DANIEL	26	SUPPLEMENTAL PAY	02/01/2025	397.39	02/07/2025
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,607.00	
10-52100-180 RECRUITMENT						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	36.41	02/07/2025
Total 10-52100-180 RECRUITMENT:					36.41	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	17.12	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	139.00	02/07/2025
707	FIRST RESPONDERS PSYCHOL	0125FPPD	ANNUAL VISITS	02/18/2025	2,425.00	02/21/2025
1710	UP NORTH SERVICES	4683	POLICE PEST CONTROL	02/03/2025	55.00	02/07/2025
2156	GUETZKE AND ASSOCIATES	3251	ANNUAL ALARM	02/18/2025	330.00	02/21/2025
5152	JAMES IMAGING SYSTEMS, IN	1533180	POLICE DEPARTMENT	02/18/2025	118.36	02/21/2025
5839	LEXISNEXIS	1100085542	MONTHLY FEE	02/07/2025	200.50	02/14/2025
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					3,284.98	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20250201OTA	8348 10 012 0041845 POLICE	02/18/2025	16.50	02/21/2025

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892	SPECTRUM	238770901020125	238770901	02/07/2025	599.00	02/14/2025
2101	IPITOMY COMMUNICATIONS LL	53776	SIP TRUNK 85995	02/03/2025	239.71	02/07/2025
2691	CENTURYLINK-BUSINESS SVC.	724295827	ACCOUNT #87619173	02/10/2025	.15	02/14/2025
5312	AT & T- VILLAGE	287329447591X021	287329447591-PD	02/27/2025	474.71	02/28/2025
Total 10-52100-222 TELEPHONE UTILITIES:					1,330.07	
10-52100-232 VEHICLE MAINTENANCE						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	17.99	02/07/2025
631	FACTORY MOTOR PARTS	160-2328424	POLICE DEPT	02/25/2025	29.28	02/28/2025
Total 10-52100-232 VEHICLE MAINTENANCE:					47.27	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	01/27/2025-2024	POLICE	12/31/2024	169.68	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	50.23	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	12.20	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	34.90	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	106.08	02/07/2025
671	AIRGAS	9157783976	OXYGEN POLICE DEPT	02/05/2025	68.01	02/07/2025
5731	U-LINE	189388666	POLY TUBING	02/27/2025	130.90	02/28/2025
Total 10-52100-233 EQUIPMENT MAINTENANCE:					572.00	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	245867	MISC	02/05/2025	18.33	02/07/2025
Total 10-52100-234 BUILDING MAINTENANCE:					18.33	
10-52100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	115.00	02/07/2025
2214	MCLEEA	2025	DUES	02/20/2025	135.00	02/21/2025
Total 10-52100-310 SUPPLIES/EXPENSES:					250.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1747649	FREEDY	02/27/2025	69.99	02/28/2025
Total 10-52100-330 CLOTHING ALLOWANCE:					69.99	
10-52100-334 JANITORIAL SUPPLIES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	45.12	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	POLICE	02/04/2025	26.28	02/07/2025
393	PACKERLAND RENT-A-MAT INC.	3186109	POLICE 10586-10586	02/18/2025	229.31	02/21/2025
Total 10-52100-334 JANITORIAL SUPPLIES:					300.71	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	154388	GENERAL SVCS	02/27/2025	950.00	02/28/2025
39	RUEKERT MIELKE, INC.	155313	GENERAL SVCS	12/31/2024	839.50	02/07/2025
Total 10-53100-233 GIS MAINTENANCE:					1,789.50	
10-53100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	ENGINEER	02/04/2025	13.30	02/07/2025
Total 10-53100-310 SUPPLIES/EXPENSES:					13.30	

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10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	203	MISC	02/03/2025	15.92	02/07/2025
4529	NEU'S BUILDING CENTER, INC.	4801227	MISC	02/19/2025	179.99	02/21/2025
Total 10-53200-400 MATERIALS:					195.91	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	02/05/2025	0702787382-00001	02/10/2025	212.21	02/14/2025
536	WE-ENERGIES	02/10/25	0702787382-00013	02/14/2025	17.99	02/21/2025
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					230.20	
10-53300-405 STREET MATERIALS						
4529	NEU'S BUILDING CENTER, INC.	4802268	MISC	02/19/2025	133.33	02/21/2025
5506	HANKE TERMINALS	189474A	STONE	02/19/2025	1,881.80	02/21/2025
101644	TAPCO	1796202	BARRICADE	02/19/2025	105.17	02/21/2025
101644	TAPCO	1796871	BARRICADE	02/26/2025	435.00	02/28/2025
Total 10-53300-405 STREET MATERIALS:					2,555.30	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	MISC	02/04/2025	53.49	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	MISC	02/04/2025	18.60	02/07/2025
327	MENARD'S - MILWAUKEE	175	MISC	02/03/2025	17.95	02/07/2025
502	VILLAGE HARDWARE - VH	245802/1	MISC	02/04/2025	22.64	02/07/2025
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					112.68	
10-53310-400 MATERIALS						
502	VILLAGE HARDWARE - VH	245729/1	MISC	01/31/2025	2.24	02/07/2025
1800	MENARD'S - GERMANTOWN	79933	MISC GENERAL	02/12/2025	67.46	02/14/2025
2830	COMPASS MINERALS	1460502	SEASONAL SALT	02/24/2025	15,916.15	02/28/2025
Total 10-53310-400 MATERIALS:					15,985.85	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	02/10/25	0702787382-00005	02/14/2025	15.75	02/21/2025
536	WE-ENERGIES	2/11/25	0702787382-00016	02/19/2025	15.75	02/21/2025
536	WE-ENERGIES	2/11/25	0702787382-00003	02/19/2025	18.50	02/21/2025
Total 10-53400-221 BUS STOP-ELECTRIC:					50.00	
10-53620-400 MATERIALS						
776	GRAINGER, INC.	9363506681	SAFETY HELMETS	01/31/2025	250.00	02/07/2025
Total 10-53620-400 MATERIALS:					250.00	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0001066-1996-8	MSW	02/10/2025	7,865.02	02/14/2025
Total 10-53630-370 LANDFILL FEES:					7,865.02	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0072007-2286-1	YARDWASTE	02/10/2025	267.91	02/14/2025
1298	WASTE MANAGEMENT OF WI-M	0072104-2288-6	YARDWASTE	02/24/2025	266.44	02/28/2025
Total 10-53642-400 MATERIALS:					534.35	

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10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	8475829	SHOP	01/31/2025	12.20	02/07/2025
2241	ITU ABSORB TECH, INC	8483347	SHOP	02/07/2025	12.20	02/14/2025
2241	ITU ABSORB TECH, INC	8490782	SHOP	02/25/2025	11.27	02/28/2025
Total 10-53700-300 MISCELLANEOUS EXPENSE:					35.67	
10-53700-341 REPAIR PARTS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	STATE CHEMIC	02/04/2025	639.20	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	SHOP	02/04/2025	55.11	02/07/2025
198	NAPA AUTO PARTS	805748	MISC	02/25/2025	147.60	02/28/2025
281	LINCOLN CONTRACTORS SUP	J37054	PARTS	02/25/2025	67.98	02/28/2025
281	LINCOLN CONTRACTORS SUP	J37446	PARTS	02/25/2025	184.48	02/28/2025
547	ROLAND MACHINERY	40132499	FLTR/LUBE	02/07/2025	316.81	02/14/2025
547	ROLAND MACHINERY	40132538	FILTER/NO FREIGHT	02/07/2025	67.79	02/14/2025
585	LFGEORGE INC.	IC97125	MISC	02/25/2025	594.22	02/28/2025
597	BROOKS TRACTOR INC.	M82311	FILTER	01/31/2025	29.96	02/07/2025
631	FACTORY MOTOR PARTS	13-1754500	PARTS	01/31/2025	109.24	02/07/2025
631	FACTORY MOTOR PARTS	160-235886	PARTS	01/31/2025	1,066.05	02/07/2025
631	FACTORY MOTOR PARTS	160-235945	FILTER	01/31/2025	12.25	02/07/2025
631	FACTORY MOTOR PARTS	160-235947	PARTS	01/31/2025	172.84	02/07/2025
631	FACTORY MOTOR PARTS	160-235950	PARTS	01/31/2025	11.01	02/07/2025
631	FACTORY MOTOR PARTS	160-236798	MISC	02/07/2025	40.90	02/14/2025
631	FACTORY MOTOR PARTS	160-237070	MISC	02/07/2025	42.26	02/14/2025
665	LAKESIDE INTERNATIONAL TR	1444356P	MISC	02/07/2025	43.51	02/14/2025
776	GRAINGER, INC.	9386433230	PART	02/07/2025	14.20	02/14/2025
976	GORDIE BOUCHER FORD OF M	772181	MISC PARTS	01/31/2025	103.42	02/07/2025
976	GORDIE BOUCHER FORD OF M	772554	MISC PARTS	02/07/2025	192.14	02/14/2025
976	GORDIE BOUCHER FORD OF M	775266	MISC PARTS	02/25/2025	135.54	02/28/2025
1261	INTERSTATE POWER SYSTEMS	C041078292:01	PARTS	01/31/2025	217.94	02/07/2025
5980	MILWAUKEE TRACTOR & EQUIP	IM15705	PARTS	02/25/2025	100.98	02/28/2025
5980	MILWAUKEE TRACTOR & EQUIP	IM15707	PARTS	02/25/2025	159.23	02/28/2025
102169	TRUCK COUNTRY OF WISCON	X207073725:01	MISC PARTS	02/07/2025	464.61	02/14/2025
Total 10-53700-341 REPAIR PARTS:					4,989.27	
10-53700-342 TIRES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	TIRES	02/04/2025	506.68	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	TIRES	02/04/2025	633.94	02/07/2025
Total 10-53700-342 TIRES:					1,140.62	
10-53700-343 FUEL						
631	FACTORY MOTOR PARTS	160-237744	DEF	02/25/2025	98.88	02/28/2025
2179	EDWARD H. WOLF & SON'S INC	71780	FUEL	01/31/2025	2,292.86	02/07/2025
2179	EDWARD H. WOLF & SON'S INC	71848	FUEL	01/31/2025	1,839.71	02/07/2025
2179	EDWARD H. WOLF & SON'S INC	86259	FUEL	02/12/2025	2,237.23	02/14/2025
2179	EDWARD H. WOLF & SON'S INC	86274	FUEL	02/12/2025	1,964.40	02/14/2025
2179	EDWARD H. WOLF & SON'S INC	99934	FUEL	02/27/2025	1,361.71	02/28/2025
2179	EDWARD H. WOLF & SON'S INC	99951	FUEL	02/27/2025	1,970.67	02/28/2025
Total 10-53700-343 FUEL:					11,765.46	
10-53700-346 MISC DPW SHOP TOOLS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	SHOP	02/04/2025	810.00	02/07/2025
5528	TODD A GAULKE AUTHORIZE D	021825129369	SMALL TOOLS	02/25/2025	477.00	02/28/2025

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Total 10-53700-346 MISC DPW SHOP TOOLS:					1,287.00	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	1/27/2025	0702787382-00002	02/03/2025	1,350.87	02/07/2025
Total 10-53800-220 GAS UTILITIES:					1,350.87	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	1/27/2025	0702787382-00002	02/03/2025	1,562.69	02/07/2025
Total 10-53800-221 ELECTRIC UTILITIES:					1,562.69	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	01/22/2025	414 351-8900 758 7	02/04/2025	63.50	02/07/2025
Total 10-53800-222 TELEPHONE UTILITIES:					63.50	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	APPLE	02/04/2025	.99	02/07/2025
2136	VERIZON WIRELESS	6104993460	787000169-00001	02/11/2025	17.65	02/14/2025
2136	VERIZON WIRELESS	70004	100000186946 GPS	02/04/2025	47.85	02/07/2025
Total 10-53800-224 CELL PHONES:					66.49	
10-53800-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	52466793	ACETYLENE	02/25/2025	56.10	02/28/2025
2241	ITU ABSORB TECH, INC	8475831	TOWELS/MATS	01/31/2025	85.29	02/07/2025
2241	ITU ABSORB TECH, INC	8483349	TOWELS/MATS	02/07/2025	200.97	02/14/2025
2241	ITU ABSORB TECH, INC	8490784	TOWELS/MATS	02/25/2025	85.29	02/28/2025
Total 10-53800-300 MISCELLANEOUS EXPENSE:					427.65	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9157828257	GLOVES	02/07/2025	300.75	02/14/2025
Total 10-53800-333 SAFETY PROGRAM:					300.75	
10-53900-324 DRUG TESTING						
5247	CONCENTRA MEDICAL CENTE	18041288	RANDOM TEST	02/10/2025	117.00	02/14/2025
Total 10-53900-324 DRUG TESTING:					117.00	
10-55200-435 PLAYGROUND MATERIALS						
327	MENARD'S - MILWAUKEE	175	MISC	02/03/2025	260.40	02/07/2025
502	VILLAGE HARDWARE - VH	245919/1	PLAYGROUND	02/07/2025	49.45	02/14/2025
1800	MENARD'S - GERMANTOWN	79892	PLAYGROUND PARATS	02/11/2025	604.76	02/14/2025
Total 10-55200-435 PLAYGROUND MATERIALS:					914.61	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	2.5.2025	LX CLUB FEES	02/11/2025	375.00	02/14/2025
Total 10-55400-430 LX CLUB MATERIALS:					375.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00011	02/14/2025	870.01	02/21/2025

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Total 10-55440-220 GAS UTILITIES:					870.01	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00010	02/14/2025	394.15	02/21/2025
Total 10-55440-221 ELECTRIC UTILITIES:					394.15	
10-55440-450 SKATE RINK MATERIALS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	RINK	02/04/2025	41.50	02/07/2025
502	VILLAGE HARDWARE - VH	245863/1	SKATING RINK	02/05/2025	48.56	02/07/2025
502	VILLAGE HARDWARE - VH	245919/1	SKATING RINK	02/07/2025	49.46	02/14/2025
Total 10-55440-450 SKATE RINK MATERIALS:					139.52	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	145937	FORESTRY REQUESTS	01/31/2025	4,620.00	02/07/2025
Total 10-56100-125 FORESTRY CONSULTANT:					4,620.00	
10-56100-465 TREE MAINTENANCE						
776	GRAINGER, INC.	9383506681	SAFETY HELMETS	01/31/2025	793.00	02/07/2025
2192	EGELHOFF LAWN MOWER SER	331570	CHAIN SHARPEN	02/04/2025	71.55	02/07/2025
4529	NEU'S BUILDING CENTER, INC.	4802268	MISC	02/19/2025	133.33	02/21/2025
Total 10-56100-465 TREE MAINTENANCE:					997.88	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	155313	GENERAL SVCS	12/31/2024	514.50	02/07/2025
Total 21-53100-233 GIS MAINTENANCE:					514.50	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	250 5 7801*	TICKETS	01/31/2025	22.56	02/14/2025
776	GRAINGER, INC.	9383506681	SAFETY HELMETS	01/31/2025	793.02	02/07/2025
1043	THE WANASEK CORP	15956	VAC TRUCK	01/31/2025	1,381.50	02/07/2025
2260	PORT A JOHN	2.13.25	PORT A JOHN	02/13/2025	113.00	02/14/2025
101644	TAPCO	1796871	BARRICADE	02/26/2025	435.00	02/28/2025
Total 21-71000-400 MATERIALS:					2,745.08	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00004	02/14/2025	13.77	02/21/2025
Total 21-72000-220 GAS UTILITIES:					13.77	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00004	02/14/2025	248.12	02/21/2025
536	WE-ENERGIES	02/10/25	0702787382-00007	02/14/2025	25.21	02/21/2025
Total 21-72000-221 ELECTRIC UTILITIES:					273.33	
21-72000-400 MATERIALS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	STATE CHEMIC	02/04/2025	3,171.87	02/07/2025
Total 21-72000-400 MATERIALS:					3,171.87	

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21-73000-226 MMSD CHARGES						
290	MMSD	357007	NOV.-DEC.	12/31/2024	84,349.85	02/14/2025
290	MMSD	357008	JAN1-JAN 31	02/10/2025	46,309.97	02/14/2025
Total 21-73000-226 MMSD CHARGES:					130,659.82	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/21/2025	WATERBILLS	02/24/2025	479.35	02/26/2025
Total 21-73000-310 SUPPLIES/EXPENSES:					479.35	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80185641	HOSTING SERV UNIT	01/29/2025	88.39	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	WATER DEPT	02/04/2025	29.00	02/07/2025
502	VILLAGE HARDWARE - VH	246100/1	WATER DEPT	02/14/2025	18.88	02/21/2025
2136	VERIZON WIRELESS	70004	100000186946 GPS	02/04/2025	47.85	02/07/2025
3252	MIDWEST METER INC.	0175164-IN	PARTS	02/06/2025	75.00	02/14/2025
Total 21-73000-400 MATERIALS:					259.12	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	ICA6433494	RECYCLING	02/20/2025	2,625.01	02/21/2025
Total 22-53650-210 CONTRACT SERVICES:					2,625.01	
22-53800-310 SUPPLIES/EXPENSES						
2136	VERIZON WIRELESS	70004	100000186946 GPS	02/04/2025	47.85	02/07/2025
Total 22-53800-310 SUPPLIES/EXPENSES:					47.85	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00012	02/14/2025	10.23	02/21/2025
Total 23-55420-220 GAS UTILITIES:					10.23	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/10/25	0702787382-00012	02/14/2025	29.52	02/21/2025
Total 23-55420-221 ELECTRIC UTILITIES:					29.52	
23-55420-310 SUPPLIES/EXPENSES						
1762	SOS ELECTRONICS	25-01007	ASSIST W/ DVR	02/04/2025	262.50	02/07/2025
Total 23-55420-310 SUPPLIES/EXPENSES:					262.50	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	1301158	INSPECTIONS	01/31/2025	601.20	02/07/2025
2647	KWK ELECTRIC INC	50128	INSPECTION	02/04/2025	100.00	02/07/2025
Total 24-52400-210 CONTRACT SERVICES:					701.20	
24-52400-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/27/2025-2024	INSPECTOR	12/31/2024	96.70	02/07/2025
Total 24-52400-310 SUPPLIES/EXPENSES:					96.70	
24-52400-321 PROFESSIONAL DUES/MEETINGS						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	INSPECTOR	02/04/2025	50.00	02/07/2025

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Total 24-52400-321 PROFESSIONAL DUES/MEETINGS:					50.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	250 5 7801*	TICKETS	01/31/2025	22.57	02/14/2025
4529	NEU'S BUILDING CENTER, INC.	4802268	MISC	02/19/2025	133.33	02/21/2025
Total 25-53410-400 MATERIALS:					155.90	
25-53420-400 MATERIALS						
5506	HANKE TERMINALS	189474A	STONE	02/19/2025	1,881.80	02/21/2025
Total 25-53420-400 MATERIALS:					1,881.80	
25-53640-400 MATERIALS						
101644	TAPCO	1796202	BARRICADE	02/19/2025	105.17	02/21/2025
101644	TAPCO	1796871	BARRICADE	02/26/2025	435.00	02/28/2025
Total 25-53640-400 MATERIALS:					540.17	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	70004	100000186946 GPS	02/04/2025	47.85	02/07/2025
Total 25-53800-210 CONTRACT SERVICES:					47.85	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/21/2025	WATERBILLS	02/24/2025	479.35	02/26/2025
Total 25-55410-310 SUPPLIES/EXPENSES:					479.35	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	155313	GENERAL SVCS	12/31/2024	2,333.00	02/07/2025
39	RUEKERT MIELKE, INC.	155314	INDIAN CREEK	12/31/2024	1,660.50	02/07/2025
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					3,993.50	
40-91100-813 DIGITIZE PROPERTY RECORDS						
2339	ON Q SOLUTIONS, LLC.	3805	SCANNING PROJECT	02/18/2025	23,375.00	02/21/2025
Total 40-91100-813 DIGITIZE PROPERTY RECORDS:					23,375.00	
40-91100-816 SMALL EQUIPMENT PURCHASES						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	GRIFFIN	02/04/2025	1,274.00	02/07/2025
Total 40-91100-816 SMALL EQUIPMENT PURCHASES:					1,274.00	
40-91200-804 COMPUTER SYSTEM						
1150	BAYCOM	053804	COMPUTERS	02/20/2025	5,134.00	02/21/2025
Total 40-91200-804 COMPUTER SYSTEM:					5,134.00	
40-91400-805 VENTRAC						
4836	REINDERS, INC.	6064730-00	KUBOTA	02/25/2025	77,139.00	02/28/2025
Total 40-91400-805 VENTRAC:					77,139.00	
40-91500-801 STREET RESURFACING						
535	MUNICIPAL LAW & LITIGATION	13938	VLG ATTORNEY	02/11/2025	79.20	02/14/2025

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1073	WI DEPT. OF TRANSPORTATIO	383451	DESIGN	02/07/2025	12,920.94	02/14/2025
Total 40-91500-801 STREET RESURFACING:					13,000.14	
40-91600-800 STORMWATER ROAD PROJECT						
1033	ALL-WAYS CONTRACTORS INC.	pay app 3	LAKE DR	12/31/2024	213,388.23	02/07/2025
Total 40-91600-800 STORMWATER ROAD PROJECT:					213,388.23	
40-91600-830 SIGN REPLACEMENT						
101644	TAPCO	1796676	SIGNS	02/20/2025	508.00	02/21/2025
Total 40-91600-830 SIGN REPLACEMENT					508.00	
40-91600-833 TREE REPLACEMENT						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	MISC	02/04/2025	52.70	02/07/2025
Total 40-91600-833 TREE REPLACEMENT:					52.70	
40-91600-843 POOL DEMOLITION						
2329	SAK LLC	3371	ARIEL MAPPING	02/07/2025	2,300.00	02/14/2025
Total 40-91600-843 POOL DEMOLITION:					2,300.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	155313	GENERAL SVCS	12/31/2024	450.50	02/07/2025
Total 50-53100-233 GIS MAINTENANCE:					450.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	106	MONTHLY	02/01/2025	24,574.20	02/07/2025
Total 50-81000-601 SOURCE OF WATER SUPPLY:					24,574.20	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1174	MONTHLY MANAGEMENT FEE	02/20/2025	6,400.00	02/21/2025
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,400.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
57	JPMORGAN CHASE BANK NA	01/27/25-2025	WATER DEPT	02/04/2025	52.60	02/07/2025
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					52.60	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	250 5 7801*	TICKETS	01/31/2025	22.57	02/14/2025
474	CORE & MAIN LP	W323769	PARTS	01/22/2025	3,083.18	02/07/2025
502	VILLAGE HARDWARE - VH	246230/1	WATER DEPT	02/20/2025	26.98	02/28/2025
776	GRAINGER, INC.	9383506681	SAFETY HELMETS	01/31/2025	793.00	02/07/2025
1179	MILWAUKEE RUBBER PRODUC	0122288-IN	HOSE	01/29/2025	174.95	02/14/2025
1535	WISCONSIN UTILITY EXPOSUR	74380	VAC EXCAUATE	02/11/2025	1,140.00	02/21/2025
2241	ITU ABSORB TECH, INC	8475830	WATER DEPT	01/31/2025	8.80	02/07/2025
2241	ITU ABSORB TECH, INC	8483348	WATER	02/07/2025	47.87	02/14/2025
2241	ITU ABSORB TECH, INC	8490783	WATER DEPT	02/25/2025	8.18	02/28/2025
5506	HANKE TERMINALS	189474A	STONE	02/19/2025	1,881.81	02/21/2025
101644	TAPCO	1796202	BARRICADE	02/19/2025	105.16	02/21/2025

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Total 50-81000-651 MAINTENANCE OF MAINS:					7,292.50	
50-81000-653 MAINTENANCE OF METERS						
502	VILLAGE HARDWARE - VH	246100/1	WATER DEPT	02/14/2025	18.89	02/21/2025
3252	MIDWEST METER INC.	0175164-IN	PARTS	02/06/2025	75.00	02/14/2025
Total 50-81000-653 MAINTENANCE OF METERS:					93.89	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	130208	GENERAL PROF	02/04/2025	25.00	02/07/2025
256	KAPUR & ASSOCIATES, INC.	130219	LAKE DR	02/04/2025	1,635.00	02/07/2025
Total 50-81000-800 CAPITAL OUTLAY:					1,660.00	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	02/12/2025-UNATT	UNATTENDED OPER	02/20/2025	908.22	02/21/2025
378	NORTH SHORE WATER COMMI	02/12/25-KLODE	KLODE	02/20/2025	4,143.33	02/21/2025
378	NORTH SHORE WATER COMMI	02/12/25-KLODE R	KLODE	02/20/2025	3,812.07	02/21/2025
Total 50-81000-844 NSWC CAPITAL PROJECTS:					8,863.62	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80185641	HOSTING SERV UNIT	01/29/2025	88.39	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	WATER DEPT	02/04/2025	29.00	02/07/2025
57	JPMORGAN CHASE BANK NA	01/27/25-2025	APPLE	02/04/2025	.99	02/07/2025
415	POSTMASTER	02/21/2025	WATERBILLS	02/24/2025	479.37	02/26/2025
2136	VERIZON WIRELESS	8104993460	787000169-00001	02/11/2025	17.65	02/14/2025
2136	VERIZON WIRELESS	70004	100000186946 GPS	02/04/2025	47.85	02/07/2025
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					663.25	
70-12100 TAXES RECEIVABLES						
186	FOX POINT, VILLAGE OF - W/U	38812-2/21/25	7434 N SANTA MONICA	02/24/2025	232.71	02/28/2025
1380	KROLL, ERIC M	38810	OVERPAYMENT TAXES	02/20/2025	145.58	02/28/2025
1416	STALLE, WILLIAM MACPHERSO	38806	OVERPAYMENT TAXES	02/18/2025	532.80	02/21/2025
1995	SCHELDROUP, SUZANNE LEE	38700	OVERPAYMENT TAXES	01/31/2025	401.00	02/07/2025
2337	MEYER, MARK A	38655	OVERPAYMENT TAXES	01/31/2025	3,111.47	02/07/2025
Total 70-12100 TAXES RECEIVABLES:					4,423.56	
Grand Totals:					666,527.20	

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Date Approved: _____

Village Manager: _____

Village Board: _____

RELEASE OF RESTRICTIONS
SEWER AND WATER EASEMENTS

Document Number

Document Title

WHEREAS, Joseph and Jenifer Tate, (the "Owners") as the Owners of property located at 6807 N. Lake in the Village of Fox Point (the "Subject Property") have requested the Village of Fox Point (the "Village") to release the Subject Property from a sewer and water main easement (the "Easement") located on the Subject Property; and

WHEREAS, the following restriction appears on the face of the Lake Drive Estates Subdivision Plat, which was recorded with Milwaukee County Register of Deeds as Document No. 3587648:

A) 10' sewer and water easement

WHEREAS, the Village previously released the southerly and westerly 5 feet of the Easement required for sanitary sewer up to within 10 feet of the Northwesterly property line, by recordation of Document No. 4887361 with the Milwaukee County Register of Deeds; and

WHEREAS, the Owners recently constructed an addition to the Subject Property, which was placed over the remaining portion of the Easement; and

WHEREAS, the Owners requested the Village release the remaining portion of the Easement, which Easement is depicted in Exhibit A, attached hereto and incorporated herein by reference, and more particularly described as follows:

Being a part of Lot 1, of Lake Drive Estates, and being part of the fractional NW 1 /4 of Section 21, Township 8 North, Range 22 East, situated within the Village of Fox Point, Milwaukee County, Wisconsin, described as follows:

Commencing at the West ¼ corner of said Section 21; thence South 89°02'48" East, along the south line of said fractional NW 1 /4, 1,216.93 feet to the southeast corner of said Lot 1, and a point on the northwesterly line of North Lake Drive; thence North 15°10'12" East, along said northwesterly line, 29.86 feet to the centerline of an existing 10 foot wide Municipal Utility easement per the plat of Lake Drive Estates and the Point of Beginning; thence North 7 4 °38'18" West, along said centerline, 93.13 feet; thence continuing along said centerline, North 04 °48'32" East, 29.59 feet; thence South 85°11 '28" East, perpendicular to said centerline, 5.00 feet to the easterly line of said easement; thence South 04 °48'32" West, along said easterly line 25.44 feet to the northeasterly line of said easement; thence South 7 4 °38'18" East, along said northeasterly line, 88.96 feet to said northwesterly line of North Lake Drive; thence South 15°10'12" West, along said northwesterly line, 5.00 feet to the Point of Beginning.

Containing 592 square feet / 0.014 acres of land, more or less.

Recording Area

Name and Return Address

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

1290025000

Parcel Identification Number (PIN)

WHEREAS, the Village hereby intends to release the remaining portion of the 10' sewer and water easement, as the Easement is no longer necessary for Village purposes because the water main that had run in the Easement was removed by the Village, provided that the Village of Fox Point reserves the right to impose new restrictions regarding any such new development proposals as it deems appropriate pursuant to applicable laws.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, hereby releases the following restriction from Milwaukee County Register of Deeds as Document No. 3587648:

- A) 10' sewer and water easement, as more particularly described above.

[signatures on following page]

Dated this _____ day of _____, 2025.

VILLAGE OF FOX POINT

Christine Symchych, Village President

ATTEST:

Sara Bruckman, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this _____ day of _____, 2025, the above-named Christine Symchych, Village President, and Sara Bruckman, Village Clerk, executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My Commission Expires: _____

Drafted by:
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

**WAIVER OF POTENTIAL CONDEMNATION
RIGHTS**

WHEREAS, the undersigned are the owners of certain public utility facilities and lands within the Village of Fox Point (the "Subject Property") located at 6807 N. Lake Drive; and

WHEREAS, the undersigned wish to transfer a permanent sanitary sewer easement to the Village of Fox Point (the "Village") at no charge; and

WHEREAS, the undersigned understand that the Village could not condemn such property interests regarding the subject lands without following Wisconsin Condemnation Law procedures which provide protection to the rights of the property owners including, but not limited to, obtaining an appraisal at the Village's expense and payment of fair compensation to the property owner.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. That the undersigned wish to transfer the permanent sanitary sewer easement to the Village at no cost, and waive any and all condemnation rights which the undersigned may have including, but not limited to, the right to an appraisal, the right to condemnation and any and all appeal rights.
2. Among the condemnation rights that the undersigned hereby waive, but without limitation by reason of enumeration, are all of the following:
 - a. The undersigned are aware that condemnation procedures would require a relocation order pursuant to Wisconsin Statutes Section 32.05(1). The undersigned are fully informed of the right to have this determination of necessity and specifically waives that right.
 - b. The undersigned are aware of the right to have an appraisal pursuant to Section 32.05(2), and upon receipt of that appraisal the undersigned are aware that of the right to have an appraisal prepared. The undersigned owner are fully informed of these rights and has decided to waive the right of appraisal.
 - c. The undersigned are aware of the rights in condemnation proceedings to negotiate an agreed price, which would include receipt of applicable notices and pamphlets and receipt of a jurisdictional offer from the Village, including the statutory procedures described in Sections 32.05(2a) and (3), and the undersigned are fully informed of these rights. The undersigned hereby waive these rights to negotiate an agreed price and to receive a jurisdictional offer.
 - d. The undersigned are aware of the right to receive a certificate of compensation stating the identity of all persons having an interest of record in the property and having the certificate served personally or by certified mail, including a statement of appeal rights related to the certificate of compensation, pursuant to Wisconsin Statutes Section 32.05(2a), and other laws. The undersigned are fully informed as to all such rights. The undersigned hereby waive all such rights.

- e. The undersigned are aware of the right to contest the right of condemnation under the circumstances described in Wisconsin Statutes Section 32.05(5) and pursuant to other laws. The undersigned are fully informed of these rights. The undersigned hereby waive the right to contest the right of condemnation.
 - f. The undersigned are aware of condemnation proceedings that would follow if the undersigned would not accept a jurisdictional offer, as described in Wisconsin Statute Section 32.05(7) and other laws, including the right of hearing, payment of award, and appeal rights to circuit court as described in Wisconsin Statutes Sections 32.05(8), (9), (10) and (11) and other laws. The undersigned are fully informed of these rights to a condemnation commission hearing and appeal rights subsequent to the hearing. The undersigned hereby waive all such rights, including the right to hearing and the right to appeal.
 - g. The undersigned are aware of additional items that may be payable in some circumstances as described in Wisconsin Statutes Section 32.19 and other laws, including relocation payments, replacement housing, business or farm replacement payments, and the undersigned have considered whether such additional payments would be required with regard to the lands described on Exhibit A. The undersigned are fully aware of these rights of additional payments. The undersigned hereby acknowledge receipt of all relevant and required information regarding the same, and waive all such rights regarding additional payments.
 - h. The undersigned are aware that costs can be awarded in favor of a property owner in certain condemnation proceedings in some circumstances, as described in Wisconsin Statutes Section 32.28 and other laws. The undersigned are fully informed of such rights. The undersigned hereby waive all such rights.
3. The undersigned owners further state that the decision to waive all such rights was made without undue influence or coercive action of any nature by the Village or by any other party. The undersigned owners freely, willingly, and voluntarily waive all such rights with the intent to transfer a permanent sanitary sewer easement on the Subject Property to the Village at no cost to the Village.

DATED this 3 day of March, 20 25.

[signatures on following pages]

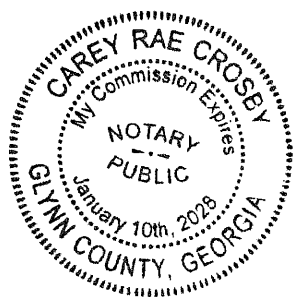
6807 N. Lake Drive

By:

Joseph Tate
Joseph Tate

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of March, 2025,
the above-named Joseph Tate to me known to be the person who executed the foregoing
instrument and acknowledged the same.



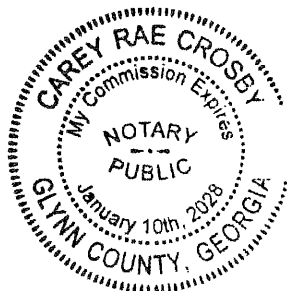
Crosey
Notary Public, State of ~~Wisconsin~~ Georgia
My Commission: 1/10/28

6807 N. Lake Drive

By: Jenifer Tate
Jenifer Tate

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of March, 2025,
the above-named Jenifer Tate to me known to be the person who executed the foregoing
instrument and acknowledged the same.



Cecy
Notary Public, State of ~~Wisconsin~~ Georgia
My Commission: 1/10/28

Exhibit A

Being a part of Lot 1, of Lake Drive Estates, and being part of the fractional NW 1 /4 of Section 21, Township 8 North, Range 22 East, situated within the Village of Fox Point, Milwaukee County, Wisconsin, described as follows:

Remaining Municipal Utility Easement being 10.00 feet wide and being located 5.00 feet perpendicular to, parallel with and being located on both sides of the following described centerline: Commencing at the West 1 /4 corner of said Section 21; thence South 89°02'48" East, along the south line of said fractional NW 1 /4, 1,216.93 feet to the southeast corner of said Lot 1, and a point on the northwesterly line of North Lake Drive; thence North 15°10'12" East, along said northwesterly line, 29.86 feet to the centerline of an existing 10 foot wide Municipal Utility easement per the plat of Lake Drive Estates; thence North 74°38'18" West, along said centerline, 93.13 feet; thence continuing along said centerline, North 04°48'32" East, 29.59 feet to the Point of Beginning; thence continuing North 04°48'32" East, along said centerline, 10.00 feet to the northwesterly line of said Lot 1, and the Point of Termination.

Containing 100 square feet / 0.002 acres of land, more or less.

RELEASE OF RESTRICTIONS

SEWER AND WATER EASEMENTS

Document Number

Document Title

WHEREAS, Joseph and Jenifer Tate, (the "Owners") as the Owners of property located at 6807 N. Lake in the Village of Fox Point (the "Subject Property") have requested the Village of Fox Point (the "Village") to release the Subject Property from a sewer and water main easement (the "Easement") located on the Subject Property; and

WHEREAS, the following restriction appears on the face of the Lake Drive Estates Subdivision Plat, which was recorded with Milwaukee County Register of Deeds as Document No. 3587648:

A) 10' sewer and water easement

WHEREAS, the Village previously released the southerly and westerly 5 feet of the Easement required for sanitary sewer up to within 10 feet of the Northwestern property line, by recordation of Document No. 4887361 with the Milwaukee County Register of Deeds; and

WHEREAS, the Owners recently constructed an addition to the Subject Property, which was placed over the remaining portion of the Easement; and

WHEREAS, the Owners requested the Village release the remaining portion of the Easement, which Easement is depicted in Exhibit A, attached hereto and incorporated herein by reference, and more particularly described as follows:

Being a part of Lot 1, of Lake Drive Estates, and being part of the fractional NW 1 /4 of Section 21, Township 8 North, Range 22 East, situated within the Village of Fox Point, Milwaukee County, Wisconsin, described as follows:

Commencing at the West ¼ corner of said Section 21; thence South 89°02'48" East, along the south line of said fractional NW 1 /4, 1,216.93 feet to the southeast corner of said Lot 1, and a point on the northwesterly line of North Lake Drive; thence North 15°10'12" East, along said northwesterly line, 29.86 feet to the centerline of an existing 10 foot wide Municipal Utility easement per the plat of Lake Drive Estates and the Point of Beginning; thence North 7 4 °38'18" West, along said centerline, 93.13 feet; thence continuing along said centerline, North 04 °48'32" East, 29.59 feet; thence South 85°11 '28" East, perpendicular to said centerline, 5.00 feet to the easterly line of said easement; thence South 04 °48'32" West, along said easterly line 25.44 feet to the northeasterly line of said easement; thence South 7 4 °38'18" East, along said northeasterly line, 88.96 feet to said northwesterly line of North Lake Drive; thence South 15°10'12" West, along said northwesterly line, 5.00 feet to the Point of Beginning.

Containing 592 square feet / 0.014 acres of land, more or less.

Recording Area

Name and Return Address

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

1290025000

Parcel Identification Number (PIN)

WHEREAS, the Village hereby intends to release the remaining portion of the 10' sewer and water easement, as the Easement is no longer necessary for Village purposes because the water main that had run in the Easement was removed by the Village, provided that the Village of Fox Point reserves the right to impose new restrictions regarding any such new development proposals as it deems appropriate pursuant to applicable laws.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, hereby releases the following restriction from Milwaukee County Register of Deeds as Document No. 3587648:

A) 10' sewer and water easement, as more particularly described above.

[signatures on following page]

Dated this _____ day of _____, 2025.

VILLAGE OF FOX POINT

Christine Symchych, Village President

ATTEST:

Sara Bruckman, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this _____ day of _____, 2025, the above-named Christine Symchych, Village President, and Sara Bruckman, Village Clerk, executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My Commission Expires: _____

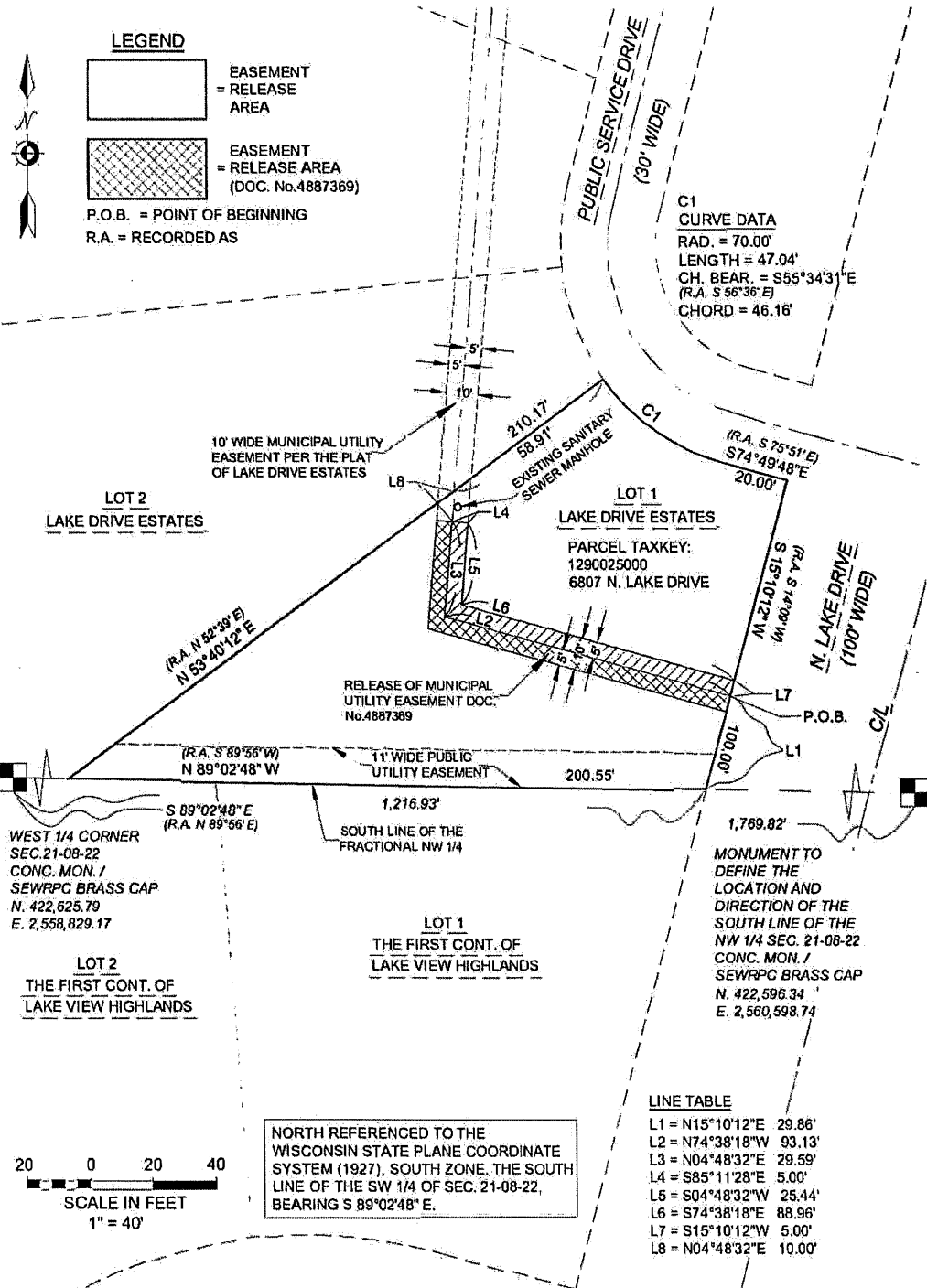
Drafted by:
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

EXHIBIT A

MUNICIPAL UTILITY EASEMENT RELEASE EXHIBIT

SHEET 1 OF 2 SHEETS

Being a part of Lot 1, of Lake Drive Estates, being part of the fractional NW 1/4 of Section 21,
Township 8 North, Range 22 East, situated in the Village of Fox Point, Milwaukee County, Wisconsin.



Kapur

226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

THIS INSTRUMENT DRAFTED BY ERIC A. GUSTAFSON, KAPUR AND ASSOCIATES, INC.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Plan Commission

From: Kevin Ausman, Assistant Village Manager

CC: Scott Botcher, Village Manager

Date: March 3, 2025

Re: Nino's Southern Sides - CUP

Overview

V&J Foods has applied for conditional use approval under Section 745-18D(1)(h) to allow a restaurant, Nino's Southern Sides, to operate at 8775 N Port Washington Road in the D Business District. The proposed tenant space is located in the Riverpoint Shopping Center.

Background

The proposed tenant space has been vacant since previous tenant, Cosi, another restaurant closed. The applicant has included plans for interior build-out of the tenant space.

Request

Restaurants are considered a conditional use request in the D Business District under Section 745-18D(1)(h) of the Fox Point Municipal Code. The applicant has noted hours of operation in their submittal documents of 9AM – 8PM Sunday through Saturday. The Village DPW Director has reviewed the application and determined sufficient parking within the Riverpoint Shopping Center to accommodate the restaurant patrons.

The applicant has indicated the operators intend to offer seasonal outdoor seating. The Plan Commission may wish to discuss outdoor seating hours.

Recommendation

Staff recommends that the Plan Commission recommend that the Village Board approve the conditional use request following a mandatory public hearing.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

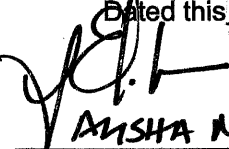
MILWAUKEE COUNTY

NOTICE

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

I, the undersigned, have been advised that, pursuant to the Village 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 11 day of FEBRUARY, 2025


ANISHA NIRMANNOOD
Signature of Property Owner
MIDLAND RIGHT LLC
AS AGENT FOR THE OWNER

North Shore Centers Partners
Name of Property Owner - PRINTED

Mailing Address of Property Owner:

C/O Midland Management, LLC
555 West Brown Deer Road #220
Milwaukee, WI 53217

Tax Key No. of Property:

UNKNOWN RIGHT NOW

Address of Property:

8775 N Point Washington Road

Fox Point, WI 53217

For Village Use Only:

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

Signature: _____



VILLAGE OF FOX POINT APPLICATION FOR CONDITIONAL USE PERMIT

Section 1

Trade Name of Business <i>Nina's Southern Sides</i>	Phone # <i>414-365-9003</i>	Name of former tenant (if known)
Fox Point Business Address <i>8775 N Park Washington Road Fox Point, WI 53217</i>		
Email <i>jcarter@twissavifoods.com</i>	Contact Person <i>Jeff Carter</i>	

If the business is a limited liability corporation (LLC) or corporation, complete the following section. If not, skip to next section.

Section 2

Legal name of corporation or LLC <i>Nina's Southern Sides</i>	Corporate email <i>twissavifoods.com</i>
Corporate headquarters address <i>6933 W Brown Deer Road Milwaukee, WI 53223</i>	Corporate phone # <i>414-365-9003</i>
Name and addresses of all corporate officers <i>Valerie Daniels Carter > same address above</i> <i>John Daniels</i>	
Name of corporate agent <i>Valerie Daniels Carter</i>	Address of corporate agent <i>6933 W Brown Deer Road Milwaukee, WI 53223</i>

If applicant(s) is a sole proprietorship (individual) or partnership, please complete the following section.

Section 3

List the name, home address, business address, and phone numbers of all applicants and owners.			
Name	Home address	Business address	Phone #
<i>Valerie Daniels Carter</i>	<i>1220 E Dodge Ct Bayside, WI 53217</i>	<i>6933 W. Brown Deer Rd Milwaukee, WI</i>	<i>(414) 365-9003</i>

All applicants must complete the following section.

Fee Paid: _____ Receipt No. _____

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

FOR OFFICE USE ONLY

Has sufficient site plan been submitted? (If not, what is needed?) _____

What is the category of proposed use? D⁴ BUSINESS DISTRICT - RESTAURANT MA 2-13-25

Does the parking meet code requirements? PART OF AN EXISTING FACILITY
WHERE THESE REQUIREMENTS HAVE

Is there proper exterior lighting? BEEN PREVIOUSLY ADDRESSED. 02/19/25

Are there any existing code violations? N/A MA 2-13-25

Additional Comments? NO to-go order pickup cars may park
in fire lane

Applicants not making substantial changes to their tenancy of Riverpoint Village, Audubon Court Shopping Center, or Fox Point Shops do not need approval from the Director of Public Works as parking and lighting plans for these shopping centers have already been approved.

Letter of Consent received from owner? 2/24/25

Comments/Date

Date application/materials received: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

APPLICATION FOR CONDITIONAL USE PERMIT DIRECTIONS

GENERAL INFORMATION:

All new businesses locating in an area zoned D-Business must apply for a Conditional Use Permit under Section 745-18D of the Village Code. Certain exceptions apply, see Section 745-18C of the Village Code.

Changes in ownership, changes in use, changes in operations, changes in permitted conditions, alterations, and relocations within the Village to businesses with existing Conditional Use Permits may necessitate obtaining an amended Conditional Use Permit.

TO APPLY FOR A PERMIT:

1. Complete all the information on the attached application. Please type or print. Attach additional pages if necessary. **Applications with incomplete information will not be accepted.**
2. All materials must be submitted on 8.5" x 11" paper. If larger scale plans are necessary for clarity, please bring to the Plan Commission meeting. (**Note:** All documents submitted will be in copied in black and white.)
3. A \$300 non-refundable fee must accompany this application.
4. A letter of approval from the owner of the property must accompany this application, unless the applicant is the owner. The letter should be:
 - on the owner's letterhead including the owner's original signature,
 - addressed to the Village, and
 - reference the proposed address and name of the business.

The Village will not entertain any requests without the written consent of the owners.

5. A signed Charge Back Form as described in Chapter 67, Article III of the Village Code must accompany this application.
6. The application and one set of the site plans and all related materials must be submitted by **4:00 pm on the second Wednesday** prior to the Plan Commission meeting.
7. Completed applications will be submitted by staff to the Plan Commission for consideration. The Plan Commission meets on the first Monday of each month at 5:45 p.m. PLEASE NOTE: Applicants are required to attend the Plan Commission meeting to discuss their Application.
8. The Village Board will consider the Plan Commission's recommendation at the Board meeting on the second Tuesday of the month at 7:00 p.m. Applicants should also plan to attend the Village Board meeting.
9. The owner is responsible for obtaining other necessary permits and/or approvals, including but not limited to, the North Shore Fire Department's Plan Review and Submittal Requirements.

Updated 01/24/2024

NOTE: The following information must be submitted for Village approval when proposing a new building or building addition:

1. Description of the project
2. Landscape plan
3. Plat of survey
4. Parking plan (including parking computations) per Chapter 14 of the Fox Point Village Code
5. Drainage plan (including drainage computations)
6. Lighting plan (including photometrics)
7. Traffic plan
8. Proposed location and connection to the sanitary sewer and water mains
9. All elevations
10. Floor plans
11. Any additional information as determined by Village staff

Section 4

Applicant's specific interest in site <i>Operating a Restaurant</i>		
Describe in detail the business activity that will take place on site including products & services <i>opening a restaurant called Ninos Southern Sides will be selling food, drinks, and desserts</i>		
Describe all owned fixtures, furniture, and equipment to be used on site <i>tables, chairs, refrigerator, oven, propane, beverage dispenser, stove, microwave, any additional kitchen appliances</i>		
Describe all leased fixtures, furniture, and equipment to be used on site <i></i>		
Describe any alterations planned for the site and estimated cost of renovation <i></i>		
Person responsible for obtaining building permit (if required) <i></i>		
Square footage of site <i>3,600</i>	# of employees <i>20</i>	# of parking spaces to be used <i></i>
Days & hours of operation <i>Sun-Sat 9am-8pm</i>		Proposed date of occupancy <i>April 15, 2025</i>

Attach a site plan to this application (see Directions for Conditional Use Permit). Site plan must include a layout of the inside of the store.

This application must be fully completed to be considered by the Village.

Fee: \$300.00 (non-refundable)

<i>Valerie Daniels</i>	<i>Valerie Daniels-Carter</i>	<i>2/11/25</i>
Business Owner Signature	Printed Name	Date

Receipt No: 22000071 Feb 11, 2025

NINO'S SOUTHERN SIDES

Previous Balance:	.00
LICENSES & PERMITS	
OTHER PERMIT	300.00

Total:	300.00
	=====
ONLINE - CREDIT CARD	300.00
Payor:	
NINO'S SOUTHERN SIDES	
Total Applied:	300.00

Change Tendered:	.00
	=====

02/11/2025 2:36 PM

VILLAGE OF FOX POINT
7200 N. SANTA MONICA BLVD
FOX POINT WI 53217 414-351-8900

Kevin Ausman

From: Alisha Mir-Marwood <am@midlandmgtllc.com>
Sent: Monday, February 24, 2025 1:38 PM
To: Kevin Ausman
Subject: Nino's at Riverpoint Shopping Center

Thanks for your call Kevin.

Nino's Southern Sides has approval from the owner, North Shore Centers Partners, to apply for a conditional use permit to operate a restaurant located at 8775 North Port Washington Road, Fox Point, WI.

I've also spoken with James who has indicated he would be in touch with you today.

Please let me know should you need any further information.

Thank you!

Alisha E. Mir-Marwood, CPM®
MIDLAND MANAGEMENT LLC
am@midlandmgtllc.com
Office: 414.928.3972
After Hours Emergencies: #262.821.8201



Ninos Café Operational Plan

Business Name: Ninos Café

Concept: A casual dining establishment serving high-quality Southern cuisine in a buffet-style format with indoor and outdoor seating options.

1. Business Overview

Ninos Café will operate as a buffet-style restaurant offering dine-in and carry-out options. The restaurant will focus on providing an inviting and relaxed dining experience with an emphasis on Southern hospitality and fresh, high-quality ingredients.

Key Features:

- Buffet-style service for efficiency and customer convenience.
- Outdoor seating with three wrought iron tables (seating for 4 each) along the north end of the building.
- No liquor service, eliminating the need for alcohol licensing.
- Takeout and carryout options available.
- No tablecloths or additional materials on outdoor tables for ease of maintenance.
- Signage: A logo-based sign for branding and visibility.

2. Operating Hours & Staffing

Operating Hours:

- Saturday – Sunday: 9:00 AM – 8:00 PM
- Outdoor dining available only in spring and summer (when daylight extends past 8:30 PM).

Staffing Plan:

To ensure smooth operations, Ninos Café will maintain a structured staffing model:

Position	Responsibilities	Number of Staff (Per Shift)
General Manager	Oversee operations, customer service, and compliance	1
Head Chef	Manage kitchen operations, food preparation, and quality control	1
Kitchen Staff	Food preparation, buffet setup, and cleanup	3
Buffet Attendants	Replenish food, maintain cleanliness, and assist customers	2
Cashier	Handle payments, assist with takeout orders	1
Servers	Customer assistance, clearing tables, refilling drinks	2
Cleaning Crew	Maintain cleanliness and sanitation	1

Total staff per shift: 11 employees

A flexible staffing model will be implemented to adjust for peak dining hours, ensuring that additional personnel are available during lunch (11:30 AM - 2:00 PM) and dinner rush (5:30 PM - 7:30 PM).

3. Facility Layout & Seating Plan

Indoor Seating:

- Layout will accommodate 15 tables with comfortable spacing for an optimal dining experience.
- Buffet station will be centrally located for easy customer access.

Outdoor Seating:

- Three wrought iron tables, each seating 4 guests along the north end of the building.
- No obstructions to walkways and pedestrian traffic.
- No need for lighting or heating elements, as outdoor dining is seasonal.

4. Service & Customer Experience

Buffet Service Model:

- will serve customers from the buffet stations.
- Staff will regularly replenish food to ensure freshness.
- Buffet attendants will be available to assist customers.
- Used dishes will be cleared efficiently to maintain cleanliness.

Takeout & Carryout Process:

- Customers can order to-go meals from a designated buffet area.
- A separate checkout lane for takeout orders will ensure efficiency.
- Packaging will be eco-friendly and designed for easy transport.

Customer Service & Satisfaction:

- Staff will be trained in Southern hospitality, ensuring a warm and friendly atmosphere.
- Feedback mechanisms (surveys, online reviews) will be encouraged to improve service.
- A loyalty program may be introduced to reward repeat customers.

5. Parking & Traffic Flow

- Ninos Café will be allotted a maximum of 10 parking spaces, which aligns with anticipated customer traffic.
- Staff will be encouraged to use alternative transportation or park in designated employee areas to maximize customer availability.
- Walk-up and takeout customers will have a dedicated pick-up area to reduce congestion.

6. Waste Management & Sustainability

- Trash disposal & recycling: Coordination with Midland Management for refuse and waste management services.
- Eco-friendly packaging for to-go meals.
- Sustainable operations: Energy-efficient appliances and responsible sourcing of ingredients.

7. Compliance & Licensing

- Health & Safety: Ninos Café will comply with all food safety and sanitation regulations required by local health departments.
- No liquor license required, as alcoholic beverages will not be served.
- Outdoor seating regulations: Seating layout complies with city zoning and sidewalk regulations.

8. Financial Plan & Revenue Model

Projected Revenue Streams:

1. Buffet dining sales – Main source of revenue.
2. Takeout and carryout sales – Secondary revenue source.
3. Seasonal outdoor seating – Additional revenue during spring and summer.

Cost Considerations:

- Initial investment for equipment, furniture, and signage.
- Ongoing costs: Staffing, food supplies, rent, utilities, waste management.

A detailed financial projection will be developed to estimate profitability over the first 12 months.

9. Marketing & Growth Strategy

Initial Marketing Efforts:

- Grand opening event to attract the community.
- Social media campaigns to build brand awareness.
- Local partnerships with businesses and community organizations.
- Word-of-mouth marketing through exceptional service and food quality.

Long-Term Growth:

- Expansion of catering services.
- Introduction of seasonal menu items.
- Customer loyalty programs and promotions.

10. Contingency Planning

Operational Risks & Mitigation:

Risk	Mitigation Strategy
Food wastage in buffet	Implement portion control and monitor food consumption trends
Seasonal weather affecting outdoor seating	Focus marketing on indoor dining during colder months
Staffing shortages	Cross-training employees and maintaining a flexible hiring pipeline
Supply chain disruptions	Establish relationships with multiple vendors to ensure steady inventory

Conclusion

Ninos Café is positioned to be a successful Southern-style buffet restaurant by offering high-quality food, a welcoming atmosphere, and a streamlined service model. By carefully managing operations, compliance, and marketing efforts, Ninos Café aims to build a strong reputation and become a favorite dining destination in the community.

For future questions or concerns please don't hesitate to contact me

Chef James Garner

262-875-0508



NINO'S SOUTHERN SIDES

8775 N. PORT WASHINGTON RD.
FOX POINT, WI 53217



PROJECT GENERAL NOTES:

- GENERAL CONTRACTOR (G.C.) SHALL FIELD VERIFY ALL DIMENSIONS AND STRUCTURAL LOCATIONS AT THE JOBSITE, AND BE RESPONSIBLE FOR THE PROPER FITTING OF WORK THERETO. REPORT ANY DISCREPANCIES TO THE ARCHITECT AND TO THE TENANT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- WORK SHALL CONFORM TO APPLICABLE LOCAL CODES AND TO LANDLORD'S REQUIREMENTS, INCLUDING TENANT'S EXECUTED LEASE AND CONSTRUCTION EXHIBITS.
- G.C. SHALL ERECT AND REMOVE TEMPORARY STOREFRONT BARRICADE AS REQUIRED. REMOVAL OF BARRICADE IS TO OCCUR ONLY AFTER APPROVAL IS RECEIVED FROM LANDLORD. VERIFY ALL REQUIREMENTS WITH LANDLORD PRIOR TO CONSTRUCTION. PRIOR TO COMMENCEMENT OF ANY DEMOLITION, LOCATE, PROTECT AND PRESERVE ALL LANDLORD'S EXISTING ELECTRICAL AND MECHANICAL SYSTEMS WITHIN THE SPACE.
- SECURE AND PAY FOR ALL PERMITS, TEMPORARY UTILITIES, AND CARRY LIABILITY INSURANCE AS REQUIRED BY THE FRANCHISEE & L.L.
- THE CONTRACT FOR CONSTRUCTION SHALL BE BETWEEN THE G.C. AND THE TENANT. IN ITS ADVISORY CAPACITY, FRANCHISEE, ASSUME NO LIABILITY UNDER THE AGREEMENT, OR ON BEHALF OF ANY OTHER SUBCONTRACTOR.
- PRIOR TO THE START OF CONSTRUCTION, G.C. SHALL PROVIDE PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND AND GENERAL LIABILITY INSURANCE AS REQUIRED. GC SHALL PROVIDE A COPY OF WORKERS COMPENSATION INSURANCE CERTIFICATE TO FRANCHISEE IN ADDITION TO PERFORMANCE BOND AND GENERAL LIABILITY INSURANCE PRIOR TO COMMENCEMENT OF WORK.
- DO NOT SCALE THE DRAWINGS. ANY DIMENSIONAL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION PRIOR TO COMMENCING CONSTRUCTION.
- ANY FLOOR PENETRATIONS MUST BE CORE BORED, SLEEVED/GROUTED AND MADE WATERPROOF. COORDINATE ALL FLOOR PENETRATIONS WITH LANDLORD. G.C. SHALL BE RESPONSIBLE FOR FULL DIRECT AND INDIRECT COSTS TO REPAIR ANY DAMAGE DUE TO OR ARISING OUT OF TENANT'S CONSTRUCTION WORK.
- ALL FLOOR FINISHES, E.G., RESILIENT TILE, or TILE PAVERS SHALL BE LEVEL AND FLUSH AT INTERSECTIONS. PROVIDE TAPERED THRESHOLD AT ANY TRANSITIONS. DO NOT USE THRESHOLDS OR TRANSITION DEVICES AT INTERSECTION OF STORE FLOORING.
- NON-COMBUSTIBLE MATERIALS ONLY ARE PERMITTED ABOVE CEILINGS.
- G.C. SHALL COORDINATE INSTALLATION OF SIGNS WITH CONSTRUCTION OF SOFFIT FRAMING TO ENSURE ACCESS TO BULKHEAD FOR SIGN OR TRANSFORMER INSTALLATIONS.
- IF ANY ROOF PENETRATIONS ARE REQUIRED, G.C. SHALL EMPLOY AND PAY FOR LANDLORD'S ROOFING CONTRACTOR TO PERFORM THE CUTTING AND REINFORCING, AND FLASHING OF ROOF OPENINGS, IF ANY.
- IF ANY FIRE SPRINKLER, FIRE ALARM AND/OR FIRE RETARDANT WORK IS TO BE DONE, G.C. SHALL EMPLOY AND PAY FOR LANDLORD'S APPROVED CONTRACTOR TO PERFORM THE WORK.
- THE SUBSTRATE FOR TOPS ON CABINETWORK SHALL BE A MARINE GRADE MEDIUM DENSITY FIBERBOARD, MEDEX OR EQUIVALENT.
- G.C. SHALL PROVIDE TO TENANT AND TO LANDLORD A MINIMUM ONE-YEAR WARRANTY, NAMING BOTH FRANCHISEE AND LANDLORD AGAINST DEFECTS IN WORKMANSHIP, MATERIALS AND EQUIPMENT.
- PRIOR TO THE ANTICIPATED SHIPPING DATE, G.C. SHALL VERIFY WITH THE TENANT THE NAME AND PHONE NUMBER OF THE TRUCKING COMPANY WHICH WILL DELIVER EQUIPMENT FROM THE EQUIPMENT SUPPLIER INTO THE SPACE.
- G.C. SHALL PROVIDE TO THE FRANCHISEE AS-BUILT DRAWINGS FOR THE HVAC AND THE PLUMBING SYSTEMS INCLUDING ANY AND ALL MODIFICATIONS TO THE DRAWINGS.
- G.C. SHALL CERTIFY THAT NO ASBESTOS CONTAINING MATERIALS (ACMS) WERE USED IN THE CONSTRUCTION OF THE PREMISES.
- G.C. SHALL OBTAIN ALL REQUIRED INSPECTIONS, AND SECURE ALL OFFICIAL APPROVALS OF WORK PERFORMED. THE CONTRACTOR SHALL SUBMIT ALL CERTIFICATES OF INSPECTION AND CERTIFICATE OF OCCUPANCY TO THE TENANT UPON COMPLETION OF THE WORK.
- G.C. SHALL OBTAIN LIEN WAIVERS FROM ALL SUBCONTRACTORS OR SUPPLIERS WHO HAVE A CONTRACT WITH G.C. OR PROVIDE SERVICES OR SUPPLIES, AND SHALL DELIVER LIEN WAIVERS AND G.C.'S LIEN WAIVER TO TENANT WITH EACH PAY REQUEST.
- PROPERLY SEAL ALL FLOORS, WALLS AND CEILINGS AROUND DUCTS, PIPES AND CABLES TO PREVENT VERMIN HARBORAGE. SEAL ALL GAPS, CRACKS, JOINTS AND OPENINGS GREATER THAN 1/4" WIDE WITH PAINTABLE CAULK. USE BACKER ROD BEHIND CAULK WHERE JOINTS EXCEED 1/4". PAINT TO MATCH ADJOINING SURFACES. SEAL ALL FLOOR-MOUNTED EQUIPMENT TO FLOOR UNLESS EQUIPMENT IS MOUNTED ON LEGS AT LEAST 6" HIGH.
- ALL PAINTED WOOD SHALL BE PAINT GRADE BIRCH OR COMPARABLE.
- G.C. SHALL BE RESPONSIBLE FOR ALL FINISH WORK UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ALL PAINTING REQUIRED SHALL BE THREE-COAT SEMI-GLOSS ENAMEL UNLESS OTHERWISE INDICATED IN THE DRAWINGS. FOLLOWING THE INSTALLATION OF CONTRACTOR SUPPLIED CABINETS, THE CONTRACTOR SHALL PROVIDE FACINGS AND COVERINGS INDICATED.
- AT THE COMPLETION OF THE WORK, G.C. SHALL FURNISH TO THE ARCHITECT, ONE SET OF DRAWINGS MARKED IN RED WHERE CHANGES WERE MADE TO THE DRAWINGS, WHERE SUGGESTIONS OR COMMENTS MIGHT HAVE IMPROVED OR CLARIFIED THE DOCUMENTS, OR WHERE FUTURE DETAILS ON FUTURE SETS OF DOCUMENTS COULD BE IMPROVED. THESE ARE FOR THE ARCHITECT'S ON-GOING DOCUMENT QUALITY ENHANCEMENT PROGRAM.
- PROVIDE MINIMUM OF ONE, MAXIMUM OF TWO (2A RATING) FIRE EXTINGUISHER(S), TO COMPLY WITH REQUIREMENTS OF THE NFPA, THE LOCAL FIRE DEPARTMENT AND THE LANDLORD'S INSURANCE COMPANY.
- ONE SET OF LATEST LANDLORD APPROVED DRAWINGS, CITY APPROVED PERMIT DOCUMENTS AND LANDLORD'S CONSTRUCTION GUIDELINES TO BE KEPT ON SITE AND AVAILABLE FOR VERIFICATION AT ALL TIMES.

BUILDING CODE SUMMARY:

BUILDING CODE AGENCY/JURISDICTION
BUILDING CODE

VILLAGE OF FOX POINT - MILWAUKEE COUNTY
2015 WISCONSIN BUILDING CODE
2015 WISCONSIN EXISTING BUILDING CODE
2015 WISCONSIN FUEL GAS CODE
2015 WISCONSIN MECHANICAL CODE
2018 WISCONSIN UNIFORM PLUMBING CODE
2017 WISCONSIN ELECTRICAL CODE
2015 WISCONSIN FIRE CODE
2009 WISCONSIN ACCESSIBILITY CODE

OCCUPANCY CLASSIFICATION
TYPE OF CONSTRUCTION
TOTAL NUMBER OF STORIES
FIRE SUPPRESSION SYSTEM

ASSEMBLY
TYPE II-B
1 LEVEL TOTAL
FULLY SPRINKLERED

OCCUPANT LOAD
OCCUPANT LOAD SQ. FT.
TOTAL PROJECT SQ. FT.
TOTAL EXITS REQUIRED
EXITS PROVIDED
REQUIRED MINIMUM DISTANCE BETWEEN DOORS PER CODE
ACTUAL DISTANCE BETWEEN EXIT DOORS

SEE OCCUPANT SCHEDULE ON THIS SHEET

NOTE: AREA SQUARE FOOTAGES SHOWN ARE FOR THE BUILDING CODE REVIEWERS USE AND REVIEW ONLY. AREA CALCULATIONS SHOWN ARE NOT RELATED TO TENANT LEASING INFORMATION.

MAXIMUM TRAVEL DISTANCE
WIDTH OF EXIT PASSAGEWAY

75' MAX COMMON PATH / 250' MAX. WI AUTOMATIC SPRINKLER SYSTEM
WIDTH NOT LESS THAN 36" (< 50 OCCUPANTS)

OCCUPANT & TRAVEL DISTANCE SCHEDULES:

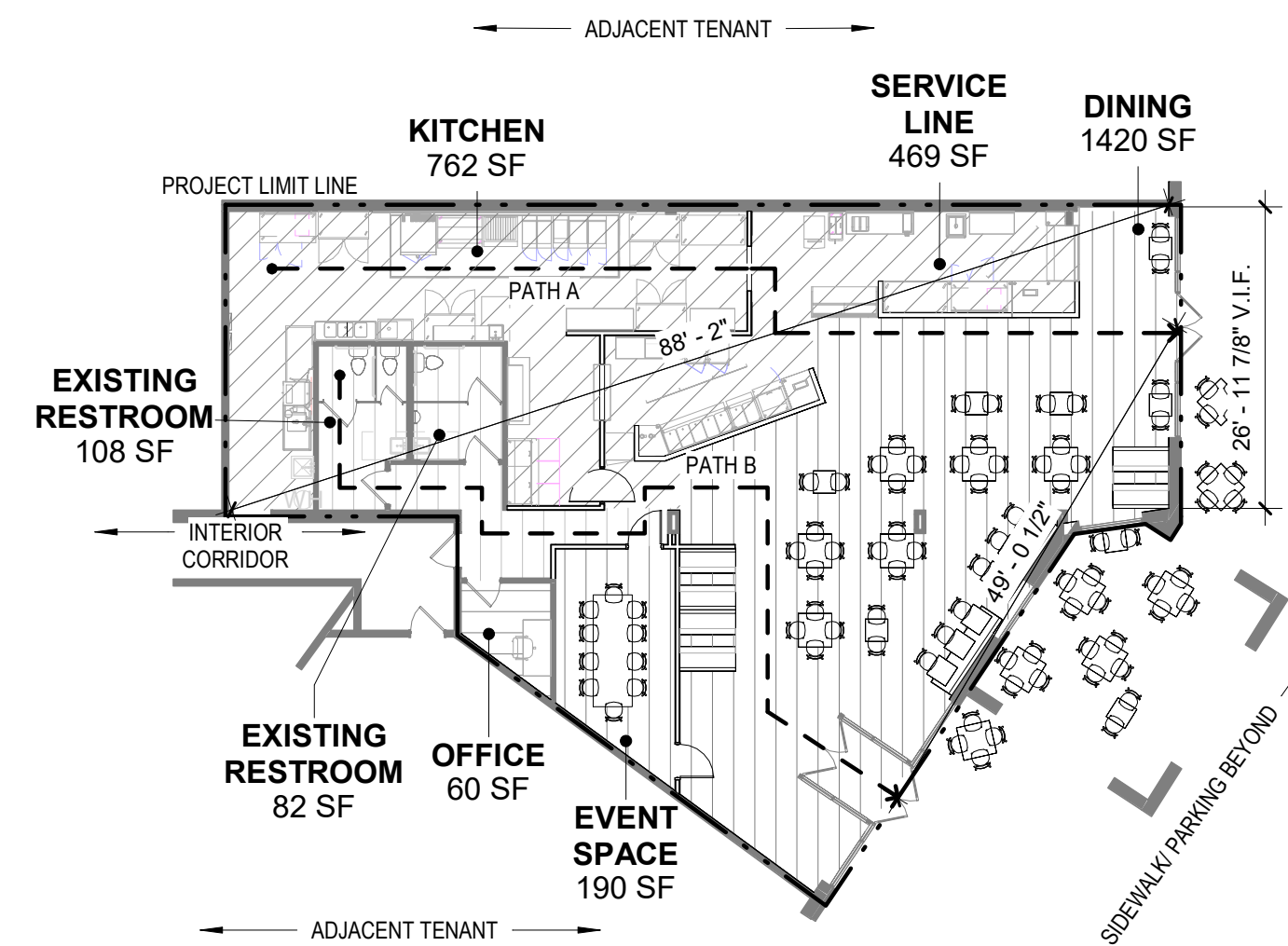
OCCUPANCY SCHEDULE				
NAME	AREA	LOAD FACTOR	OCCUPANT LOAD	
ASSEMBLY	1729 SF	15	116	
KITCHEN	1279 SF	200	7	
STORAGE	68 SF	300	1	
UNOCCUPIED	351 SF	0	0	
TOTAL: 3427 SF			PERSONS: 124	

TRAVEL DISTANCES		
Path ID	Actual Travel Distance	
A	86' - 9"	
B	90' - 7"	

AREA LEGEND

- ASSEMBLY
- KITCHEN
- STORAGE
- UNOCCUPIED

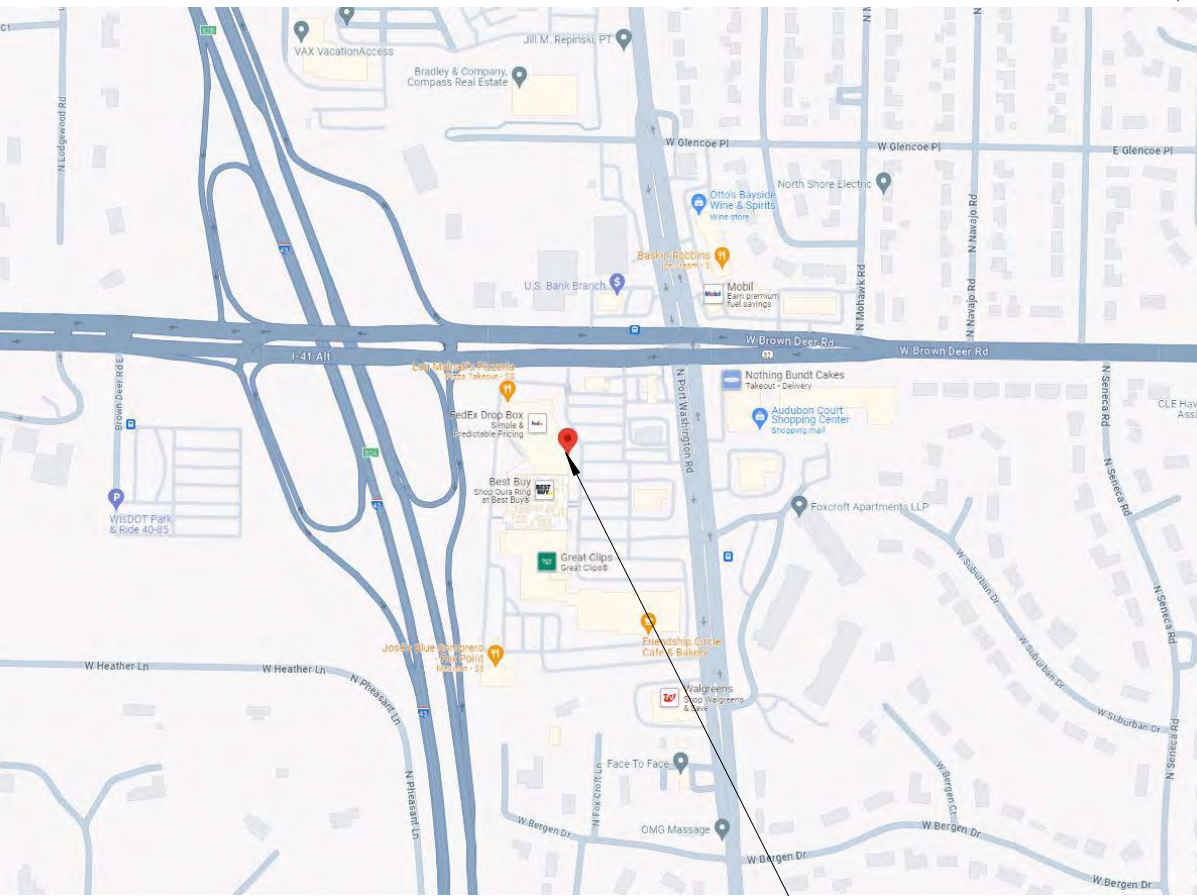
NOTE: AREA SQUARE FOOTAGE SHOWN ARE FOR THE BUILDING CODE REVIEWERS USE AND REVIEW ONLY. AREA CALCULATIONS SHOWN NOT RELATED TO TENANT LEASING INFORMATION.



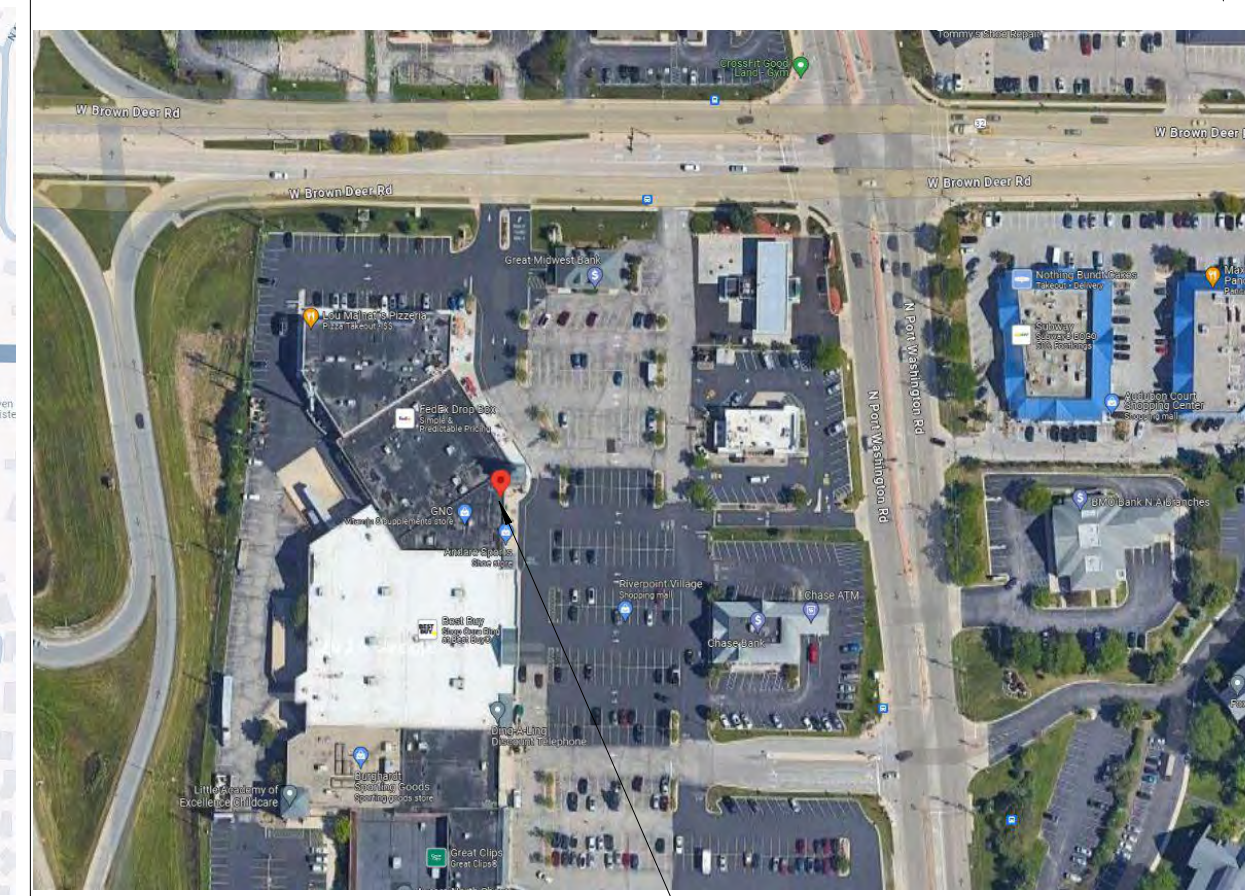
M10 OCCUPANCY/ & EGRESS PLAN

1/16" = 1'-0"

PROJECT LOCATION:



KEY PLAN:



SHEET INDEX:

Sheet	Sheet Name	Current Revision Date
A0.0	PROJECT INFORMATION	
A0.1	SPECIFICATIONS	
A1.0	DEMOLITION FLOOR PLAN	
A1.1	DEMOLITION REFLECTIVE CEILING PLAN	
A1.2	FLOOR & FINISH PLAN	
A1.3	MILLWORK & COUNTERTOP PLAN	
A1.4	FIXTURE AND EQUIPMENT PLAN	
A2.0	PARTITION TYPES & DOOR TYPES	
A2.1	MILLWORK DETAILS	
A3.0	REFLECTED CEILING PLAN	
A5.0	ELEVATIONS	
E001	ELECTRICAL LIGHTING PLAN	
E101	LIGHTING PLAN	
E201	POWER PLAN	
E301	PANEL SCHEDULE	
H1.0	HOOD DETAILS	
M1.0	MECHANICAL SPECIFICATIONS	
M2.0	MECHANICAL FLOOR PLAN	
M2.1	MECHANICAL ROOF PLAN	
M3.0	MECHANICAL SCHEDULES	
M4.0	MECHANICAL SCHEDULES	
P1.0	PLUMBING PLAN	
P2.1	PLUMBING SPECIFICATIONS	
P3.1	PLUMBING WASTE PLAN	
P4.1	PLUMBING SUPPLY PLAN	
P5.1	PLUMBING DETAILS	

PLUMBING FIXTURE REQUIREMENTS

NAME	WATERCLOSETS		LAVATORIES		DRINKING FOUNTAINS	
	MALE	FEMALE	MALE	FEMALE	REG.	ACC.
RESTROOM	1	1	1	1	*0	*0

*PER SECTION 410 OF THE INTERNATIONAL PLUMBING CODE: WHERE WATER IS SERVED IN RESTAURANTS, DRINKING FOUNTAINS SHALL NOT BE REQUIRED

PROJECT DIRECTORY:

FRANCHISEE PARTNER: V&J FOODS, LLC 6933 W BROWN DEER RD, MILWAUKEE, WI 53223		DESIGN CONSULTANT/ARCHITECT CONTACT: OCULUS INC. ONE SOUTH MEMORIAL DRIVE SUITE 1500 ST. LOUIS, MO 63102	
BUILDING DEPARTMENT: VILLAGE OF FOX POINT 7200 N SANTA MONICA BLVD FOX POINT, WI 53217		ENGINEER CONTACT: CASE ENGINEERING 796 MERUS COURT FENTON, MO 63026	
HEALTH DEPARTMENT: MILWAUKEE COUNTY HEALTH AND HUMAN SERVICES 1220 W VLIET ST #302, MILWAUKEE, WI 53205		PHONE: 636-349-1600 FAX: 636-349-1730	



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FOX POINT

8775 N. PORT WASHINGTON RD.
FOX POINT, WI 53217

#	Description	Date
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Client Approval

PROJECT INFORMATION

Project #	68423-WI01
Issue Date	12/5/2024
Scale	AS INDICATED
Drawn by	BJK
Checked by	CAP

A0.0



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SPECIFICATIONS

Project # 68423-WI01

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Scale AS INDICATED

Drawn by BJK

Checked by CAP

A0.1

GENERAL NOTES

1.0 REGULATORY REQUIREMENTS:

- 1.1 THE GENERAL CONTRACTOR SHALL VERIFY THAT THE DOCUMENTS INDEXED (SIDE TITLE BLOCK), NOTE THAT FIRE PROTECTION CONTRACTORS ARE TO BE AWARDED ON A DESIGN / BUILD BASIS AND MECHANICAL, ELECTRICAL AND FIRE PROTECTION ENGINEERS AND CONTRACTORS SHALL BE RESPONSIBLE FOR THE PREPARATION OF THEIR OWN CONTRACT / CONSTRUCTION DOCUMENTS. THE GENERAL CONTRACTOR SHALL NOTIFY BOTH ARCHITECT AND THE TENANT OF ANY REQUIREMENTS THAT CAUSES A CONFLICT WITH THE PROPOSED WORK INDICATED BY THE CONTRACT DOCUMENTS.
- 1.2 BUILDING CLASSIFICATION ON ALL CONSTRUCTION SHALL BE GOVERNED BY THE LATEST EDITION OF THE APPLICABLE STATE BUILDING CODE WITH ALL OR INCLUSIVE OF ANY REVISIONS OR ADDENDUM. ALL WORK TO BE CONSTRUCTED AND INSTALLED PER THE APPLICABLE REQUIREMENTS OF THE CITY AND ALL AUTHORITIES HAVING JURISDICTION.
- 1.3 GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL WORK IS IN COMPLIANCE WITH ALL LIFE SAFETY AND ACCESSIBILITY REQUIREMENTS FOR THE DISABLED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
- 1.4 ALL LABOR MATERIALS, FINISHED EQUIPMENT AND THE FINAL FINISHED PROJECT, AS INDICATED BY THE CONTRACT DOCUMENTS, SHALL BE PROVIDED BY THE CONTRACTORS PER GOVERNING CITY AND LOCAL CODES AND ANY OTHER APPLICABLE REGULATIONS AND CODES. THE WORK SHALL INCLUDE ALL SITE DEVELOPMENT, DETECTION SYSTEM, FIRE PROTECTION SYSTEM AND ANY AND ALL WORK AS REQUIRED BY THE AGENCIES HAVING JURISDICTION.
- 1.5 ALL WORKS & ARCHITECTURAL DRAWINGS TO BE APPROVED BY LANDLORD PRIOR TO START OF INSTALLATION (IF REQUIRED).
- 1.6 RESERVED (NOT USED)
- 1.7 PRIOR TO THE START OF CONSTRUCTION, THE GENERAL CONTRACTOR SHALL MEET WITH APPROPRIATE REPRESENTATIVES OF LANDLORD AUTHORITY AND OTHERS OF THE DIRECTION. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR BARRICADES, SAFETY, WORK HOURS, ETC.
- 1.8 THE GENERAL CONTRACTOR TO COORDINATE ALL NEW WORK IN ACCORDANCE WITH REQUIREMENTS OF LANDLORD. REFER TO LANDLORD'S CONSTRUCTION HANDBOOK. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERTINENT LANDLORD'S HANDBOOKS AND/OR OTHER CONSTRUCTION CRITERIA.
- 1.9 GENERAL CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND COST FOR THE FOLLOWING:
 - 1.9.1 ALL PERMITS, TO COORDINATE RECEPTION OF BUILDING PERMIT WITH LANDLORD.
 - 1.9.2 ALL TEMPORARY POWER AND UTILITIES INCLUDING HOOK-UP AND ALL RELATED FEES AND CHARGES.
 - 1.9.3 ALL TRASH REMOVAL OR CHARGES FOR SAME BY LANDLORD (TRASH REMOVED BY THE CONTRACTOR) SHALL BE DISPOSED OF ON A MANNER COMPLIANT WITH ALL APPLICABLE LAWS AND REGULATIONS.
- 1.10 EACH SUBCONTRACTOR SHALL COORDINATE THEIR WORK WITH THAT OF OTHERS AND BE AWARE OF ALL RELATED WORK TO BE PERFORMED BY OTHERS, VIA THE TENANT'S CONTRACTOR.
- 1.11 CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE THOROUGHLY FAMILIAR WITH THE WORK SHOWN ON THE DRAWINGS AND ON OTHER CONTRACT DOCUMENTS.

2.0 DRAWING LIMITATIONS:

- 2.1 DO NOT SCALE DRAWINGS. ALL EXISTING AND PROPOSED DIMENSIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION AND PRIOR TO THE FABRICATION AND INSTALLATION OF ANY BUILT-IN FIXTURES OR EQUIPMENT. THE GENERAL CONTRACTOR SHALL NOTIFY BOTH ARCHITECT AND THE TENANT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE PROPOSED WORK.
- 2.2 THE DRAWINGS ARE PREPARED FOR PURPOSES OF CONSTRUCTION ONLY AT THE SPECIFIC SITE INDICATED. THESE DRAWINGS ARE NOT TO BE USED FOR MAINTENANCE PURPOSES AS ACTUAL CONDITIONS MAY VARY FROM THOSE INDICATED DUE TO CHANGE ORDERS, ALTERATIONS BY OTHERS, FIELD CONDITIONS, ETC.
- 2.3 THE CONTRACT DOCUMENTS INDICATE WORK FOR THE SPECIFIC PROJECT LOCATION NOTED. THESE DOCUMENTS REMAIN THE PROPERTY OF THE LANDLORD AND ARE NOT TO BE REPRODUCED, COPIED, PROJECTED OR PURPOSE WITHOUT EXECUTION OF A WRITTEN AGREEMENT WITH ARCHITECT AND PAYMENT OF RELATED COMPENSATION.

3.0 EXISTING CONDITIONS:

- 3.1 PRIOR TO SUBMITTING BID PROPOSALS, THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL VISIT THE PROPOSED SPACE AND FAMILIARIZE THEMSELVES WITH ALL EXISTING CONDITIONS, TAKE FIELD MEASUREMENTS AND RECORD ALL INFORMATION NEEDED TO PROVIDE A COMPLETE SCOPE OF WORK.
- 3.2 THE GENERAL CONTRACTOR SHALL THOROUGHLY REVIEW ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY BOTH ARCHITECT AND THE TENANT WHEN ANY EXISTING CONDITION CONFLICTS WITH OR IS NOT COVERED BY PROJECT DOCUMENTS. NOTIFICATION TO BE IN WRITING WITHIN 24 HOURS. CONTRACTOR TO CLARIFY WITH ARCHITECT ANY DISCREPANCIES IN DOCUMENTATION PRIOR TO CONSTRUCTION. PURCHASE OF MATERIALS OR INSTALLATION.
- 3.3 CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD LOCATIONS NOT DIMENSIONED IN THESE DOCUMENTS.
- 3.4 ALL DIMENSIONS INDICATED ARE TO THE FINISHED FACE OF ITEM UNLESS NOTED OR CLEARLY INDICATED OTHERWISE.
- 3.5 EXISTING CONDITIONS TAKE PRECEDENCE OVER DRAWINGS AND SPECIFICATIONS FOR DIMENSIONS.
- 3.6 GENERAL CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND LAYOUT OF WORK. G.C. TO NOTIFY TENANT'S CONSTRUCTION MANAGER AND ARCHITECTS OF ANY DISCREPANCIES. IMMEDIATELY, G.C. IS RESPONSIBLE FOR ANY ERROR RESULTING FROM FAILURE TO EXERCISE SUCH PRECAUTION. SUCH ERROR WILL NOT BE CONSIDERED SUBSEQUENTLY AS A BASIS FOR EXTRA COMPENSATION.

4.0 MODIFICATIONS AND SUBSTITUTES:

- 4.1 NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF A MISUNDERSTANDING AS TO THE AMOUNT OF WORK INVOLVED OR A LACK OF KNOWLEDGE WITH THE EXISTING CONDITIONS.
- 4.2 DO NOT SUBSTITUTE MATERIALS, EQUIPMENT OR METHODS UNLESS SUCH SUBSTITUTION HAS BEEN APPROVED SPECIFICALLY IN WRITING BY ARCHITECT AND THE TENANT.
- 4.3 ALTERNATIVE PROPOSALS WILL BE ACCEPTED OR REJECTED BEFORE ISSUANCE OF CONTRACTS. NO CHANGES PERMITTED AFTER CONTRACT IS SIGNED.
- 4.4 COST OF ANY CHANGES REQUIRED BY OTHER TRADES DUE TO SUBSTITUTION OF ALTERNATE MATERIALS SHALL BE INCLUDED IN THE ALTERNATE PROPOSAL.
- 5.0 **MODIFICATIONS AND SUBSTITUTES:**
 - 5.1 SELECTIVELY DEMOLISH AND COMPLETELY REMOVE FROM SITE ITEMS SCHEDULED ON THE DRAWINGS, SPECIFIED HEREIN, DEBRIS AND ITEMS IDENTIFIED BY THE TENANT. ITEMS IDENTIFIED BY TENANT TO BE RETURNED TO TENANT. ALL OTHER ITEMS TO BECOME THE PROPERTY OF THE GENERAL CONTRACTOR.
 - 5.2 ALL EXISTING ACCESSORIES, HANGING SYSTEMS AND HARDWARE ALONG WITH ALL LIGHTING, ELECTRICAL AND MECHANICAL EQUIPMENT, SUSPENDED CEILING SYSTEMS AND ALL OTHER ITEMS ARE THE PROPERTY OF THE TENANT. REMOVAL OF ELEMENTS NOT USED MUST BE COORDINATED BETWEEN G.C. AND TENANT.
 - 5.3 PROVIDE DUST CONTROL ENCLOSURES AND PROTECTION FOR OCCUPANTS (IF REQUIRED).
 - 5.4 THE CONTRACTOR SHALL MAINTAIN THE WORK SITE IN AN ORDERLY MANNER FREE OF ACCUMULATED DEBRIS, WITH MATERIALS STORED IN ORDER TO MINIMIZE INTERFERENCE WITH WORK BEING PERFORMED. AT THE CONCLUSION OF THE WORK THE PROJECT SHALL BE CLEANED TO THE TENANT'S SATISFACTION.
 - 5.5 THE GENERAL CONTRACTOR, BEFORE DEMOLITION, SHALL INSPECT AND VERIFY CONDITIONS OF ALL MECHANICAL (VENTILATION, PLUMBING, DRAINAGE, ETC. ...) AND ELECTRICAL (HEATING, DISTRIBUTION, PANELS, ALARM AND SECURITY SYSTEMS, ETC. ...) SYSTEMS SO AS NOT TO DAMAGE FUNCTIONING EXISTING SYSTEMS.
 - 5.6 ALL DEMOLITION WORK, STOREFRONT GLAZING, ETC. WHICH CAN AFFECT THE STRUCTURAL STABILITY OF THE EXISTING STRUCTURE IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. SPECIAL ATTENTION SHOULD BE GIVEN TO THE AREA OF THE STOREFRONT WINDOWS FOR LATERAL LOADS & MOVEMENTS.

WORK NOTES

1.0 SITE PREPARATION AND COORDINATION:

- 1.1 THE GENERAL CONTRACTOR SHALL VERIFY WITH LANDLORD AUTHORITIES THE EXACT LEASE LINE / FRONT CONSTRUCTION LINE OF THE TENANT SPACE AND SHALL BE FAMILIAR WITH AND COMPLY WITH ALL REQUIREMENTS FOR THE INTERSECTION OF THE TENANT CONSTRUCTION WITH THE LANDLORD CONSTRUCTION. THE LEASE LINE / FRONT CONSTRUCTION LINE IS TYPICALLY THE BACK OF THE SITE CONSTRUCTION WHICH CONSISTS OF THE FOLLOWING: EXISTING CONCOURSE FLOOR COVERING (MALL, BUILDING TIE), EXISTING GYPSUM BOARD COLUMN ENCLOSURES AND EXISTING GYPSUM BOARD BULKHEAD ABOVE. THE GENERAL CONTRACTOR SHALL NOTIFY BOTH ARCHITECT AND THE TENANT OF ANY REQUIREMENTS THAT CAUSES A CONFLICT WITH THE PROPOSED WORK INDICATED BY THE CONTRACT DOCUMENTS.
- 1.2 THE GENERAL CONTRACTOR SHALL PATCH, REPLACE AND/OR REPAIR ALL EXISTING ELEMENT TO REMAIN DAMAGED OR DISTURBED DURING THE PERFORMANCE OF THE WORK INDICATED BY THE CONTRACT DOCUMENTS. SPECIAL CARE SHALL BE TAKEN TO MAINTAIN OR RESTORE THE INTEGRITY OF ANY FIRE RATED SYSTEM OR ASSEMBLY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, FIREPROOFING FIRE RATED SEPARATION WALLS AND PARTITIONS AND SMOKE DETECTION AND ALARM SYSTEMS.
- 1.3 G.C. TO VERIFY EXISTING CONCRETE SLAB FOR APPARENT CRACKS OR OTHER CONDITIONS THAT MAY CAUSE POTENTIAL DAMAGE TO NEW FLOOR INSTALLATION AND NOTIFY ARCHITECT.
- 1.4 ALL EXISTING SUBSTRATES SHALL BE PATCHED, GROUND FILED, ETC., AS REQUIRED TO PROVIDE A SUITABLE SUBSTRATE FOR THE INSTALLATION OR APPLICATION OF A NEW FINISH OVER A SUBSTRATE SHALL CONSTITUTE ACCEPTANCE OF THE SUBSTRATE. THE GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT AND THE TENANT OF ANY SUBSTRATE THAT CANNOT BE REASONABLY PREPARED TO RECEIVE OR ACCEPT THE FINISH INDICATED.
- 1.5 ALL ATTACHMENT TO THE BASE BUILDING STRUCTURAL SYSTEM OTHER THAN NORMAL CEILING SUSPENSION AND LIGHT FRAMING MUST BE SPECIFICALLY APPROVED IN WRITING BY THE LANDLORD. NO DUCTWORK, PIPING, CONDUIT, ETC., SHALL BE SUSPENDED OR ATTACHED TO THE ROOF DECK. ALL SUCH ITEMS MUST BE SUSPENDED ONLY FROM BEAMS.
- 1.6 ALL CONTRACTORS SHALL BE FAMILIAR WITH AND COMPLY WITH LANDLORD REQUIREMENTS FOR ATTACHMENT TO AND SUSPENSION FROM THE EXISTING SITE STRUCTURE.
- 1.7 G.C. TO COORDINATE WITH THE TENANT ALL WORK TO BE PERFORMED AFTER HOURS, TO INSURE THAT STORE REMAIN OPEN DURING NORMAL OPERATING HOURS (IF REQUIRED).
- 1.8 ONE SET OF THE LATEST LANDLORD APPROVED DRAWINGS, CITY APPROVED PERMIT DOCUMENTS AND LANDLORD'S CONSTRUCTION GUIDELINES TO BE KEPT ON SITE AND AVAILABLE FOR VERIFICATION AT ALL TIMES.
- 1.9 GENERAL CONTRACTOR SHALL FURNISH TO TENANT, AT COMPLETION OF WORK, ONE (1) COPY OF AS BUILTS, WARRANTIES FOR ALL EQUIPMENT FURNISHED AND A LIST OF ALL SUBCONTRACTORS.
- 1.10 RESERVED (NOT USED)
- 1.11 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL QUANTITIES AND DIMENSIONS INCLUDING VERIFICATION OF, AND COORDINATION WITH FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FABRICATION PROCESSES AND THE MEANS, METHODS TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND FOR COORDINATION OF THE WORK OF ALL RELATED TRADES.
- 1.12 THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE MILLWORK CONTRACTOR ON THE LAYOUT AND DIMENSIONS OF THE PERIMETER WALLS WHICH ARE TO BE THE BACKUP FOR THE INSTALLATION OF THE LAMINATE WALL PANELS, STANDARDS, SHELVING AND OTHER PERIMETER WALL FIXTURES, AND ALSO ALLOWABLE TOLERANCES IN CONNECTION WITH SOFFIT OR CEILING HEIGHT REQUIREMENTS. PERIMETER WALL DIMENSIONS: WHERE PERIMETER WALL FIXTURE IS TO BE INSTALLED, ALLOW ADDITIONAL SPACE REQUIRED FOR THE INSTALLATION OF WALL STANDARDS AT THE END OF THESE RUNS. THE GENERAL CONTRACTOR SHALL NOTIFY BOTH ARCHITECT AND THE TENANT OF ANY FIELD CONDITIONS THAT CONFLICT WITH THE STANDARD MODULAR SPACING UNLESS SUCH MODIFICATION IS SPECIFICALLY DIRECTED BY THE TENANT.
- 1.13 WORKMANSHIP SHALL BE OF THE HIGHEST QUALITY IN EVERY RESPECT, AS USUALLY RECOGNIZED IN THE BUILDING INDUSTRY. ALL SURFACES, MEMBERS, FRAMES AND UNITS SHALL BE TRUE, TIGHT AND SEAT. IF INFERIOR WORKMANSHIP IS EMPLOYED, THE WORK SHALL BE DONE OVER TO CONFORM TO THE HIGHEST QUALITY STANDARDS OF THE TRADES CONCERNED. ALL WORK SHALL BE PERFORMED BY A CONTRACTOR QUALIFIED TO COMPLETE THE WORK TO THE HIGHEST QUALITY IN A SAFE MANNER.
- 1.14 ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE LEAD TIME OF THEIR FURNISHED ITEMS WORK AS PER SPECIFIED PROJECT SCHEDULE.

2.0 MATERIAL REQUIREMENTS:

- 2.1 ALL NEW WALLS, CEILING AND FLOOR FINISHES SHALL MEET FIRE RATINGS AND SHALL COMPLY WITH PROVISIONS OF ALL APPLICABLE CODES.
- 2.2 ALL GYPSUM DRYWALL SHALL BE 5/8" TYPE "X" MATERIAL UNLESS NOTED OTHERWISE. ALL JOINTS SHALL BE TAPED, FINISHED AND SANDED. METAL TRIMS SHALL BE USED AT ALL OUTSIDE CORNERS AND ALL EDGES NOT CONCEALED BY OTHER CONSTRUCTION UNLESS OTHER TREATMENT IS SPECIFICALLY INDICATED.
- 2.3 ALL CEILING MATERIALS MUST HAVE CLASS "A" FIRE RATINGS.
- 2.4 ALL WOOD BLOCKING, SHEATHING OR FRAMING SHALL BE FIRE RETARDANT TREATED LUMBER WITH VISIBLE GRADE STAMPS. NO TOXIC AND COMBUSTIBLE MATERIALS AS WOOD OR ANY OTHER KIND OF MATERIALS WILL BE ALLOWED ABOVE STOREFRONT OR CEILING, IN THE H.V.A.C. RETURN AIR PLENUM AREA, WITHIN ALL CAVITIES OR ABOVE SPRINKLER COVERAGE.
- 2.5 THE GENERAL CONTRACTOR SHALL PROVIDE CONCEALED BLOCKING AS REQUIRED FOR PROPER ANCHORAGE OF ALL STOCKROOM SHELVING STANDARDS TO BE INSTALLED. SURFACE APPLIED WOOD BLOCKING REQUIRED FOR THE ATTACHMENT OF MILLWORK SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.
- 2.6 ONLY NEW FIRST CLASS MATERIALS AND GREATEST USABLE DIMENSION AVAILABLE SHALL BE USED. ALL WORK AND EQUIPMENT SHALL BE WARRANTED BY THE GENERAL CONTRACTOR FOR A MINIMUM OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE EXCEPT FOR MANUFACTURER'S WARRANTIES, WHICH MAY BE LONGER.
- 2.7 G.C. TO ACCOUNT FOR AND INSPECT ALL MILLWORK FIXTURES AND ASSORTED ACCESSORIES WITHIN 24 HOURS OF DELIVERY, TO ASSURE THE CONDITION AND QUANTITY OF THE AFOREMENTIONED ARE IN ACCORDANCE WITH THE SCHEDULES AND SPECIFICATIONS CONTAINED IN THESE CONSTRUCTION DOCUMENTS. NOTIFY THE TENANT AND THE APPROPRIATE DISTRIBUTORS WITHIN 24 HOURS IF THE CONDITION OR QUANTITY OF THE AFOREMENTIONED ITEMS ARE NOT IN ACCORDANCE WITH THE SCHEDULES AND SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENTS.
- 2.8 G.C. TO SECURE MILLWORK TO WALLS WITH TENANT PROVIDED BRACKETS.
- 2.9 G.C. TO SECURE THE STOCKROOM SHELVING AT WALLS AND FLOOR WITH THE TENANT PROVIDED BRACKETS.

TENANT SPECIFICATIONS

0.0 TENANT SUPPLIED MATERIALS:

- 0.1 GENERAL CONTRACTOR IS RESPONSIBLE FOR RECEIVING ALL TENANT SUPPLIED MATERIALS AND SUPPLYING THE MANPOWER AS REQUIRED TO OFFLOAD SHIPMENTS.
- 0.2 GENERAL CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL TENANT SUPPLIED MATERIALS THROUGHOUT THE WORK, AND IS TO MAKE TOUCH UP REPAIRS AS REQUIRED.
- 1.0 **FRAMING AND CARPENTRY:**
 - 1.1 WALLS, CEILINGS TO BE FRAME W/ MINIMUM 20ga 1 5/8", 2 1/2", 3 5/8" AND 6" METAL STUDS @ 16" o.c. (OR AS SHOWN ON THE DRAWINGS).
 - 1.2 STOREFRONT AND SOFFITS TO BE FRAMED W/ (MINIMUM) 16 ga 3 5/8" AND 6" METAL STUDS @ 16" o.c. (OR AS SHOWN ON THE DRAWINGS).
 - 1.3 UNLESS OTHERWISE NOTED, ALL INTERIOR PARTITIONS SHALL EXTEND A MINIMUM OF 6" ABOVE THE ADJACENT CEILING (REFER TO WALL TYPES ON PLANS).
 - 1.4 INTERIOR PARTITIONS TO BE BRACED TO EXISTING MALL STRUCTURE EVERY 4'-0" @ 45° (REFER TO WALL TYPES ON PLANS).
 - 1.5 UNLESS OTHERWISE NOTED, GYPSUM BOARD CEILINGS SHALL BE CONSTRUCTED WITH 7/8" METAL FURRING @ 16" O.C., 1 1/2" METAL CHANNEL @ 48" O.C. (MAX), AND GALVANIZED STEEL HANGER WIRE #12 @ 48" (MAX).
 - 1.6 ALL DIMENSIONAL LUMBER, BLOCKING AND NAILERS TO BE FIRE RETARDANT. ALL WOOD TO BE NO. 2 HEM-FIR-SPRUCE OR NO. 2 SOUTHERN YELLOW PINE, UTILITY GRADE BOARDS TO COMPLY W/ PS-20.
 - 1.7 ALL PAINT FINISH WOOD TRIM TO BE GRADE NUMBER ONE POPLAR. SMOOTH SANDED WITH TIGHT JOINTS, SCRAPPED HORIZONTAL, GLUED AND NAILED. NO BUTT JOINTS WILL BE ACCEPTED.
 - 1.8 ALL MILLWORK CASES TO BE INSTALLED BY GENERAL CONTRACTOR.
 - 1.9 PLYWOOD & MDF FOR GENERAL INTERIOR CARPENTRY SHALL BE 3/4" APA TRADEMARK C-D PLUGGED UL LABELED CLASS A FIRE-RETARDANT TREATED EXPOSURE I PANELS COMPLYING W/ PS-1 PROVIDE TREATMENT THAT YIELD A FLAME SPREAD RATING NOT GREATER THAN 25 (PER ASTM E-84).
- 1.10 ALL BOLTS, CLIPS, HANGERS, NAILS, ETC. SHALL BE HOT DIPPED GALVANIZED.

2.0 DRYWALL:

- 2.1 RESERVED.
- 2.2 ALL DRYWALL JOINTS SHALL BE TAPED, FINISHED AND SANDED TO ACHIEVE A LEVEL 5 FINISH. METAL TRIMS SHALL BE USED AT ALL OUTSIDE CORNERS AND ALL EDGES NOT CONCEALED BY OTHER CONSTRUCTION UNLESS OTHER TREATMENT IS SPECIFICALLY INDICATED. VISIBLE JOINTS ARE NOT ACCEPTABLE.
- 2.3 ALL INTERIOR PARTITIONS AND CEILINGS, TO BE 5/8" TYPE "X" GYPSUM BOARD. USE 5/8" WATER RESISTANT GYPSUM BD. IN WASHROOM (REFER TO WALL TYPES ON PLANS).
- 2.4 ALL FIRE-RATED PARTITIONS TO BE 5/8" TYPE "X" GYPSUM BD. TO THE UNDERSIDE OF DECK ABOVE IN COMPLIANCE W/ ALL APPLICABLE CODES. UNLESS NOTED OTHERWISE ANY ADDITIONAL WORK TO BRING NEW OR EXISTING PARTITIONS TO CODE SHALL BE INCLUDED IN BASE BID.
- 2.5 ACOUSTICAL INSULATION TO BE UNFACED CLASS 1 FIBERGLASS, BATT CUT TO FIT & NON-COMBUSTIBLE AS PER ASTM E136.
- 2.6 CEILING FINISH TO BE UNIFORM AND FREE OF ANY VARIATIONS, TOOL MARKS, AND/OR RIDGES.
- 2.7 PROVIDE SEISMIC SPACES AND BRIDGES TO RESIST SEISMIC LOAD IN CONFORMITY OF APPLICABLE BUILDING CODES.

3.0 FINISHES:

- 3.1 **PAINTING:**
 - 3.1.1 CONTRACTOR TO CONFIRM SUITABILITY OF ALL WALLS TO RECEIVE PAINT. GENERAL CONTRACTOR TO CONTACT ARCHITECT AND TENANT IF ANY EXISTING WALLS ARE NOT ACCEPTABLE TO RECEIVE FINISH AS SPECIFIED. POOR APPLICATION OVER UNSUITABLE SURFACES IS THE PAINTING CONTRACTOR'S RESPONSIBILITY. INCLUDE NECESSARY PREP WORK IN BASE BID.
 - 3.1.2 RESERVED (NOT USED)
 - 3.1.3 RESERVED
 - 3.1.4 PAINTED SURFACES TO BE SMOOTH ROLLED OR BRUSHED W/ NO SKIPS LAPs OR STREAKS. SEE FINISH LEGEND FOR MANUFACTURER'S DESIGNATIONS.
 - 3.1.5 ALL HVAC DIFFUSERS TO MATCH CEILING FINISH IN WHICH THEY OCCUR, UNLESS OTHERWISE NOTED ON REFLECTED CEILING PLAN.
 - 3.1.6 PAINTING CONTRACTOR TO FILL AND TOUCH-UP ALL NAILS HOLES IN WOOD TRIM AND FINISH TO MATCH TRIM.

3.0 FINISHES: (CONT'D)

- 3.3 **MILLWORK:**
 - 3.3.1 ALL MILLWORK AND CASEWORK TO COMPLY W/ 1994 AIA QUALITY STANDARDS FOR FINISH CARPENTRY & ARCHITECTURAL WOODWORKING CUSTOM GRADE OR BETTER.
 - 3.3.2 SOME FIELD CUTTING & ASSEMBLY OF MILLWORK IS REQUIRED. FOLLOW SHOP DRAWINGS. ALL FIELD ASSEMBLY WORK TO BE SCRIPED & JOINED ACCURATELY.
- 3.4 **TILE:**
 - 3.4.1 GENERAL CONTRACTOR SHALL INSURE THAT SURFACE IS CLEAN, LEVEL, FREE OF CRACKS AND READY TO RECEIVE NEW FINISH. GENERAL CONTRACTOR SHALL REPAIR AND / OR PREPARE SURFACE AS REQUIRED TO INSURE PROPER INSTALLATION OF TILE.
 - 3.4.2 GENERAL CONTRACTOR SHALL USE AN APPROVED MASTIC, LATITCRETE OR EQUIVALENT. ACCORDING TO INDUSTRY STANDARDS.
 - 3.4.3 TILE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
 - 3.4.4 TILE WALL BASE TO BE APPLIED TO EXPOSED WALL SURFACES ONLY. DO NOT INSTALL BEHIND MILLWORK.
- 3.10 **ACOUSTICAL TILE CEILING:**
 - 3.10.1 PROVIDE ACCESSORIES TO RESIST SEISMIC LOAD IN CONFORMITY OF APPLICABLE BUILDING CODES.
- 4.0 **SIGNAGE:**
 - 4.1 LANDLORD CRITERIA: SIGNAGE MANUFACTURER IS RESPONSIBLE FOR OBTAINING MALL SIGNAGE CRITERIA FROM GENERAL CONTRACTOR OR MALL, AND FOR COMPLIANCE WITH ALL MALL REQUIREMENTS REGARDING FABRICATION, FASTENER DETAILING, INSTALLATION, ETC., OF FINISHED SIGN. FINAL INSTALLATION MUST BE APPROVED BY LANDLORD.
 - 4.2 SHOP DRAWINGS: SIGNAGE MANUFACTURER TO PROVIDE SHOP DRAWINGS FOR ALL SIGNAGE INCLUDING MAIN STOREFRONT SIGN AND GLASS APPLIED VINYL LETTERING. SHOP DRAWING SUBMITTAL TO CONFIRM ALL DIMENSIONS, POSITIONING, FASTENINGS, FINISHES, COLORS, ETC. ... SIGNAGE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING ARCHITECT APPROVED SHOP DRAWINGS TO LANDLORD FOR APPROVAL PRIOR TO FABRICATION.
 - 4.3 NEW STOREFRONT SIGN PROVIDED AND INSTALLED BY OWNER. GENERAL CONTRACTOR TO COORDINATE SIGN INSTALLATION W/ SIGN MANUFACTURER.
 - 4.4 MISCELLANEOUS INTERIOR SIGNAGE IS PROVIDED BY OWNER AND INSTALLED BY GENERAL CONTRACTOR AS SHOWN ON DRAWINGS.
 - 4.5 VINYL DIE CUT DECALS PROVIDED & INSTALLED BY SIGN MANUFACTURER ON THE INSIDE OF THE STOREFRONT GLAZING (AS SHOWN ON DRAWINGS).
 - 4.6 TOILET SYMBOL: G.C. TO PROVIDE APPROVED ACCESSIBILITY SYMBOL, FOR UNISEX TOILET TO BE MOUNTED ON FACE OF TOILET DOOR. TRIANGLE WITH 12" SIDES MOUNTED ON 12" DIAMETER CIRCLE. BOTH OF 1/4" THICK MATERIAL. CONTRAST COLOR TO DOOR. PROVIDE SHOP DRAWINGS FOR VERIFICATION OF REQUIREMENTS AND MOUNTING HEIGHTS, ETC.
 - 4.7 RESERVED (NOT USED)
 - 4.8 **STOREFRONT SIGN SHALL BE UNDER A SEPARATE BUILDING PERMIT.**
 - 4.9 SIGN CONTRACTOR RESPONSIBLE TO APPLY AND OBTAIN SIGN PERMIT AS REQUIRED.

5.0 STOREFRONT:

- 5.1 PROVIDE STRUCTURAL FRAMING AT STOREFRONT AS REQUIRED.
- 5.2 PROVIDE STRUCTURAL LINTEL AT GLASS LINE. VERIFY DETAILS W/ ARCHITECT.
- 5.3 G.C. IS RESPONSIBLE TO SUPPLY AND INSTALL FULL STOREFRONT SYSTEM, DOORS AND HARDWARE. REFER TO STOREFRONT PAGES & DOOR SCHEDULE FOR SPECIFICATIONS.

6.0 MECHANICAL AND ELECTRICAL SERVICES:

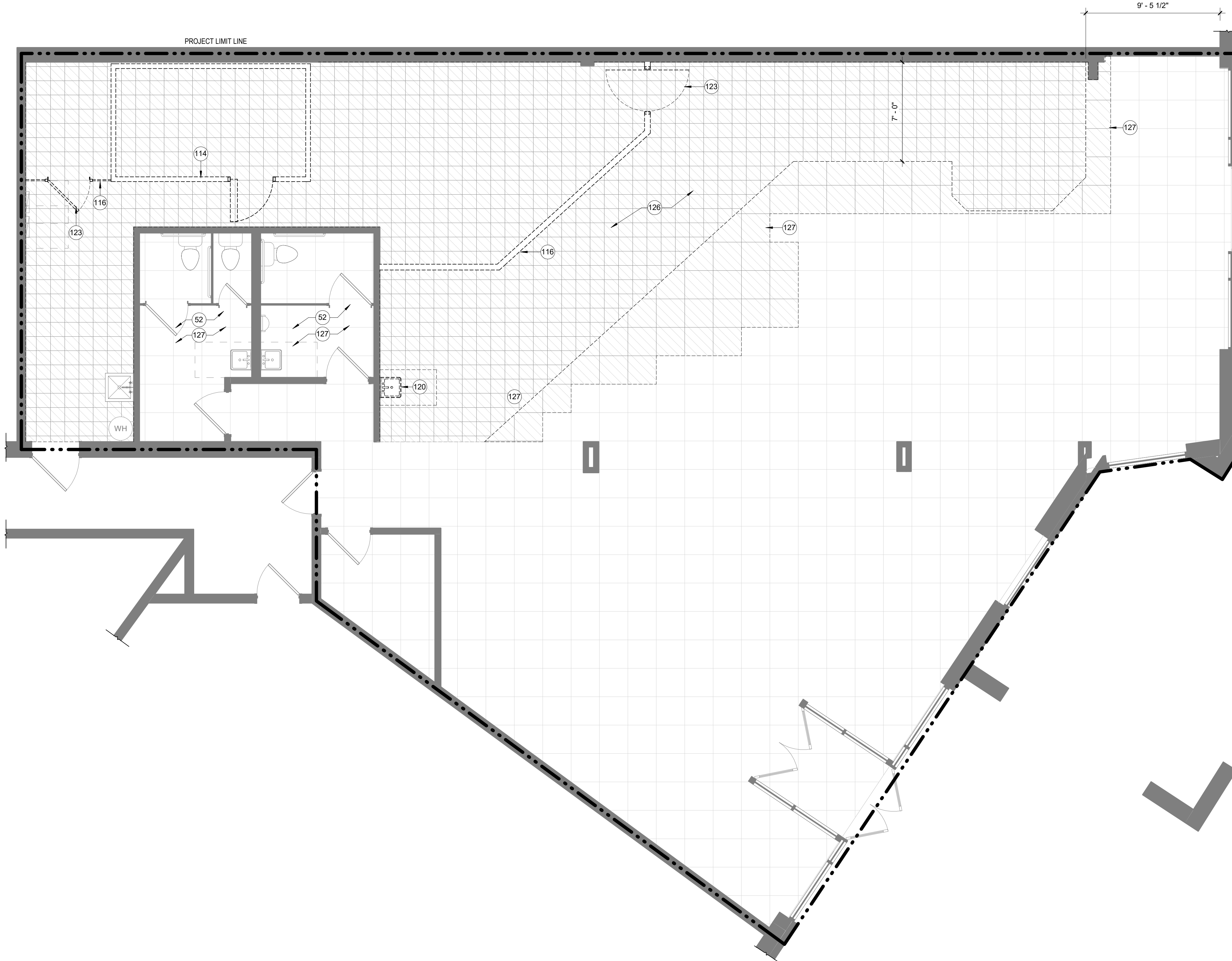
REFER TO ENG. DRAWINGS

7.0 MECHANICAL AND PLUMBING SERVICES:

REFER TO ENG. DRAWINGS

8.0 ELECTRICAL:

REFER TO ENG. DRAWINGS



SHEET NOTES:

- PRIOR TO START OF WORK VERIFY SCOPE OF DEMOLITION INDICATED. ADJUST SCOPE OF DEMOLITION AS NEEDED TO ALLOW FOR PRIOR INSTALLATION OF NEW WORK.
- DEMO ITEMS INDICATED IN THEIR ENTIRETY TO SUBSTRATE. DEMO CONDUIT, CONDUCTORS, HANGERS, PIPING AND SIMILAR WORK TO SOURCE
- PROTECT EXISTING WORK INDICATED TO REMAIN FROM DAMAGE DURING PERFORMANCE OF THE WORK. RESTORE DAMAGED WORK TO ORIGINAL CONDITION IN MANNER TO ELIMINATE EVIDENCE OF REPAIR.
- DASHED LINES ON DEMOLITION PLANS REPRESENT ITEMS TO BE DEMOLISHED/REMOVED.

KEYNOTES:

KEY #	KEYNOTE TEXT
52	RESTROOM FINISHES AND FIXTURES TO REMAIN. GC TO CLEAN.
114	DEMO WALK IN COOLER.
116	DEMO NON-LOAD BEARING PARTITIONS AS INDICATED. PATCH & REPAIR EXISTING SURFACES DAMAGED BY DEMOLITION. PATCH & PREP TO RECEIVE NEW FINISHES AS SCHEDULED.
120	DEMO SINK TO BE DEMOLISHED. CAP PLUMBING LINES PER CODE.
123	DOOR AND FRAME TO BE DEMOLISHED. SEE FLOOR PLAN FOR ADDITIONAL INFORMATION.
126	DEMO ALL EXISTING COUNTERTOPS.
127	DEMO FLOORING INDICATED. COORDINATE WITH NEW WORK. PREPARE SURFACE FOR INSTALLATION OF NEW SIMILAR TILE.

LANDLORD NOTES:



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#	Description	Date
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DEMOLITION FLOOR PLAN

Project # 68423-WI01

Issue Date 12/5/2024

Scale AS INDICATED

Drawn by BJK

Checked by CAF

A1.0

#	Description	Date
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DEMOLITION REFLECTIVE
CEILING PLAN

<i>Project #</i>	68423-WI01
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Issue Date 12/5/2024

Scale AS INDICATED

Drawn by BJK

Checked by CAP

A1.1

- PRIOR TO START OF WORK VERIFY SCOPE OF DEMOLITION INDICATED. ADJUST SCOPE OF DEMOLITION AS NEEDED TO ALLOW FOR PRIOR INSTALLATION OF NEW WORK.
- DEMO ITEMS INDICATED IN THEIR ENTIRETY TO SUBSTRATE. DEMO CONDUIT, CONDUCTORS, HANGERS, PIPING AND SIMILAR WORK TO SOURCE
- PROTECT EXISTING WORK INDICATED TO REMAIN FROM DAMAGE DURING PERFORMANCE OF THE WORK. RESTORE DAMAGED WORK TO ORIGINAL CONDITION IN MANNER TO ELIMINATE EVIDENCE OF REPAIR.
- DASHED LINES ON DEMOLITION PLANS REPRESENT ITEMS TO BE DEMOLISHED/REMOVED.

KEY #	KEYNOTE TEXT
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110	DEMO PORTION OF CEILING. REFERENCE NEW WORK PLANS FOR LOCATION OF FIXTURES AND WALLS.
111	DEMO SOFFIT AND LIGHTING.
112	DEMO LIGHTING FIXTURE. TYP.
113	RELOCATE CEILING FIXTURE. COORDINATE WITH REFLECTED CEILING PLAN.
118	CEILING TILES, GRID AND LIGHTING TO REMAIN.

LANDLORD NOTES:

S1 DEMOLITION REFLECTED CEILING PLAN

$1/4" = 1'-0"$





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FLOOR & FINISH PLAN

Project # 68423-WI01

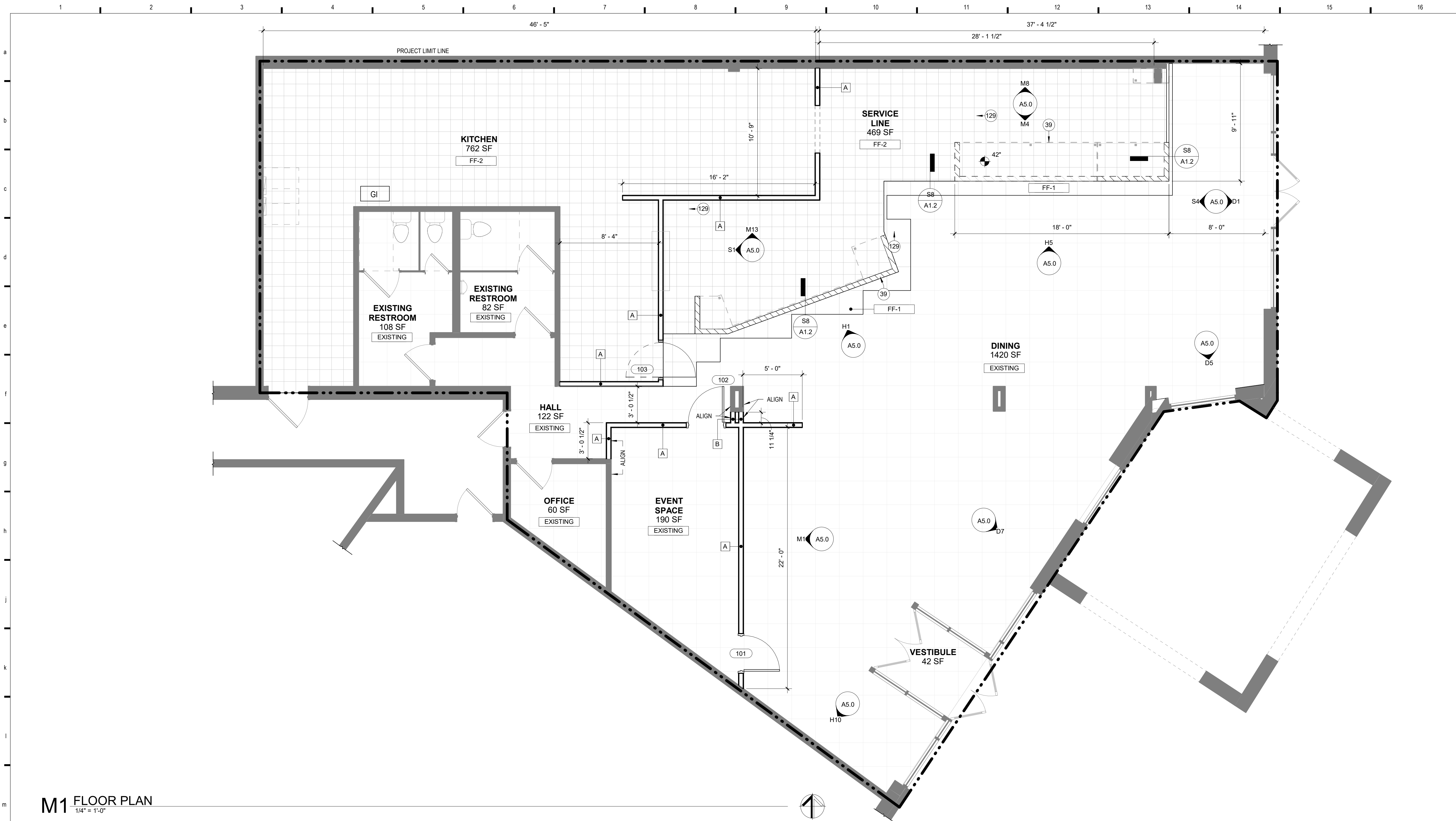
Issue Date 12/5/2024

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Checked by CAP

A1.2



M1 FLOOR PLAN
1/4" = 1'-0"

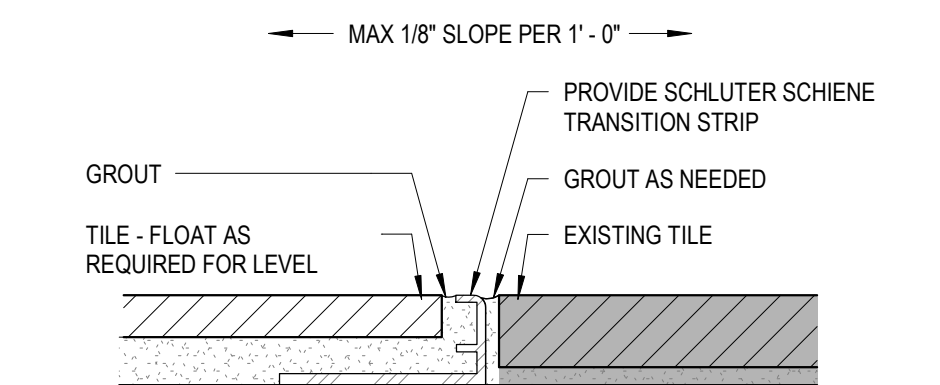
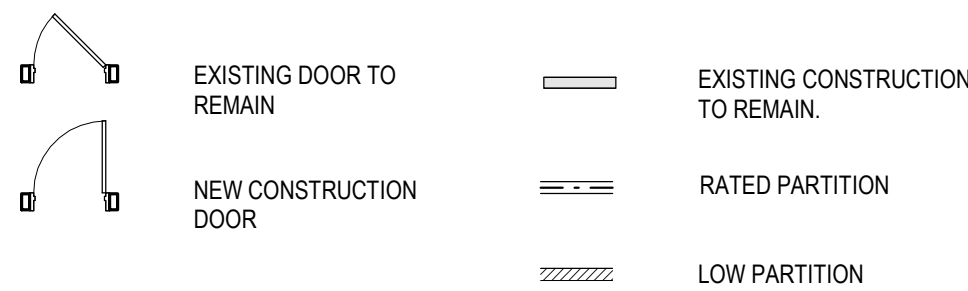
KEYNOTES:

KEY #	KEYNOTE TEXT
39	OUTLINE OF COUNTER TOP/MILLWORK. SEE MILLWORK PLAN FOR ADDITIONAL INFORMATION.
129	INFILL FLOOR TILE WITH SIMILAR FLOOR TILE.

SHEET NOTES:

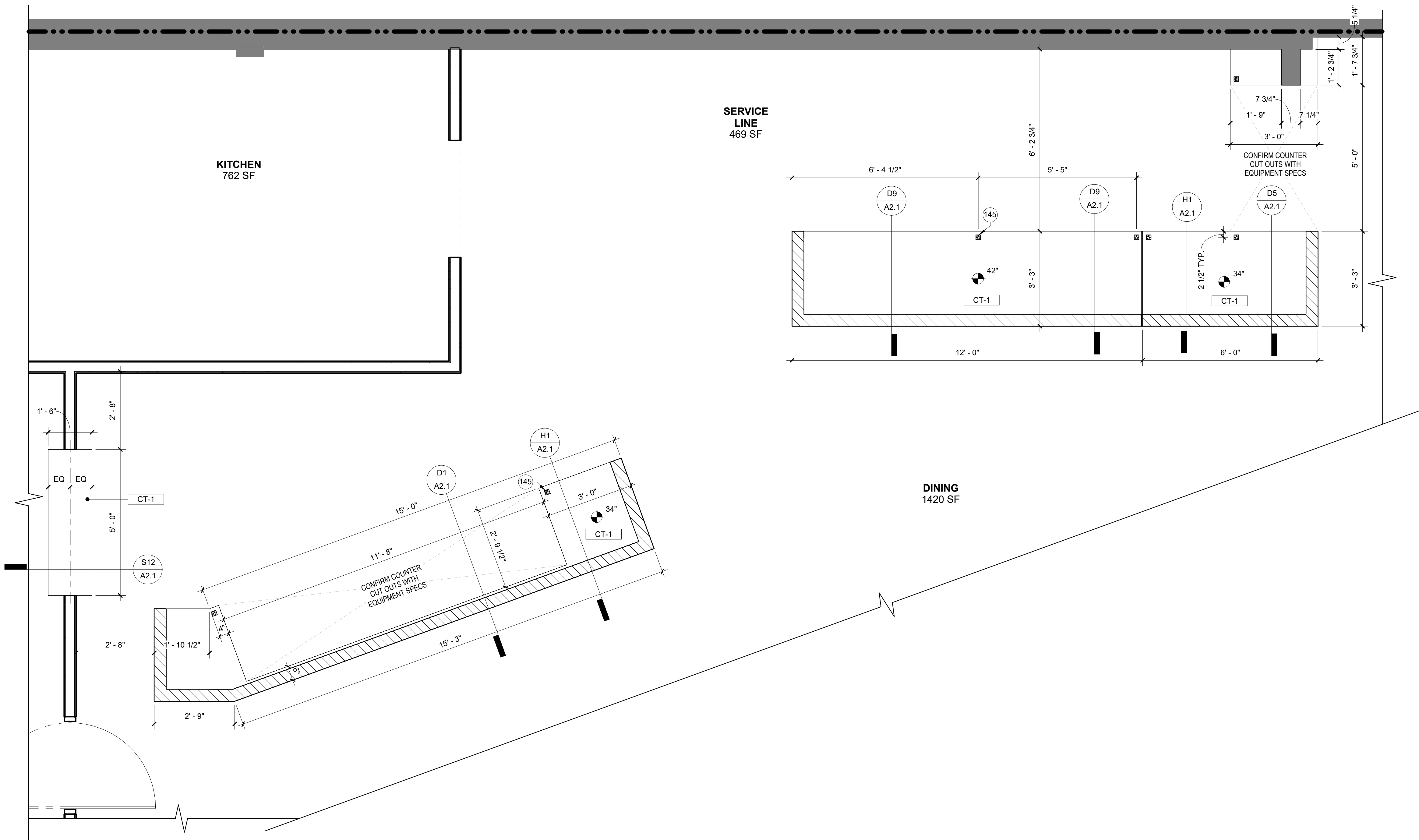
- NO PAINTING OR INTERIOR FINISHING SHALL BE DONE UNDER CONDITIONS WHICH WILL JEOPARDIZE THE QUALITY OR APPEARANCE OF SUCH WORK. ENSURE FLAME SPREAD IS CLASS 1.
- PATCH AND REPAIR SURFACES EXPOSED TO VIEW IN MANNER TO ELIMINATE EVIDENCE OF REPAIR WORK. FINISH GYP. BD. EXPOSED TO VIEW TO LEVEL 4. PREPARE SURFACES IN ACCORDANCE WITH FINISH MATERIAL MANUF. INSTRUCTIONS AND RECOMMENDATIONS PRIOR TO APPLYING FINISH MATERIAL.
- SEE FINISH PLAN, ELEVATIONS AND DETAILS FOR CLARIFICATION OF FINISHES.
- ALL VERTICAL SURFACES UNO SHALL RECEIVE WALL BASE.
- ALLOW FOR DELIVERY LEAD TIMES FOR ALL CUSTOM FINISHES WITHIN THE CONSTRUCTION SCHEDULE. CONFIRM ALL DELIVERY TIMES. NOTIFY ARCHITECT OF ANY EXCESSIVE LEAD TIMES IMMEDIATELY.
- EXAMINE ALL FINISH SURFACES AFTER COMPLETION OF WORK AND "TOUCH-UP" AS REQUIRED.
- UPON COMPLETION, REMOVE ALL PAINT FROM WHERE IT HAS SPILLED, SPLASHED OR SPLATTERED ON EXPOSED SURFACES.
- ALL INTERSECTIONS OF FLOOR FINISH MATERIALS SHALL BE LOCATED DIRECTLY UNDER CENTER OF DOOR, WHERE OCCURS. UNO
- SEE PARTITION TYPES AND DOOR AND FRAME TYPES
- SEE FINISH SCHEDULE FOR FINISH INFORMATION

WALL / DOOR LEGEND

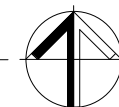


S8 FLOORING TRANSITION DETAIL
1/2" = 1'-0"

NINO'S FINISH SCHEDULE							
Tag	Material	Manufacturer	Series/Product #	Color	Location	Dimensions	Additional Information
Floors							
FF-1	SLATE	EXISTING TO REMAIN / DAL TILE	NATURAL STONE...	CALIFORNIA GOLD...	Dining Room	16x16	SPEC LISTED IS CLOSE MATCH TO EXISTING. SEE FINISH SCOPE NOTES BELOW BID ALTERNATE: IF FRONT OF HOUSE FLOORING CANNOT BE CLEANED, USE THIS REPLACEMENT SPEC FOR ALL NEW FRONT OF HOUSE FLOORING. MAPEI KERAPOXY CQ GROUT 5007 CHOCOLATE (OR EQUAL). 3" BULLNOSE TILE AVAILABLE FOR WALL BASE.
FF-1 ALT	PORCELAIN	DAL TILE	SLATE ATTACHE	MULTI BROWN		12x24	
FF-2	QUARRY TILE	AMERICAN OLEAN	QUARRY NATURALS	SHADOW GRAY	Service Line and Kitchen	6x6	MAPEI KERAPOXY CQ GROUT 5011 SAHARAH BEIGE (OR EQUAL)
Wall Base							
WB-1	TILE	EXISTING BLACK TILE BASE TO REMAIN			Dining		GC TO PROVIDE NEW BLACK TILE BASE TO MATCH EXISTING AT NEW CONSTRUCTION WALLS.
WB-2	QUARRY TILE	AMERICAN OLEAN	QUARRY NATURALS	SHADOW GRAY	Service Line and Kitchen	5x6 3/8" COVE BASE	MAPEI KERAPOXY CQ GROUT 5011 SAHARAH BEIGE (OR EQUAL)
Wall Covering							
WT-1	CERAMIC TILE	DAL TILE	COLOR WHEEL CLASSICS	ARCTIC WHITE 0190	Service line, front counters	3x6x5/16	USE METAL EDGING TRIM AT ALL OUTSIDE CORNERS AND EDGES OF TILE (SCHLUTER OR EQUAL). MAPEI KERAPOXY CQ GROUT 5011 SAHARAH BEIGE (OR EQUAL)
FRP-1	FIBER REINFORCED...	MARLITE (OR EQUAL)	PEBBLED	P100 WHITE	BOH Walls	4x8	
Paint							
PT-1	PAINT	SHERWIN WILLIAMS	LOW VOC	SW6155 RICE GRAIN	EXPOSED GYP WALLS AND CEILINGS		SATIN FINISH FOR ALL CUSTOMER AREA GYP WALLS AND CEILINGS; SEMI-GLOSS FOR ALL FOOD PRODUCTION AREA GYP WALLS AND CEILINGS
PT-2	PAINT	SHERWIN WILLIAMS	LOW VOC	SW6096 JUTE BROWN	ACCENT WALLS		SATIN
Counters							
CT-1	SOLID SURFACE	CORIAN	SOLID SURFACE	SAVANNAH	MAIN FOH COUTNER TOPS		
CT-2	QUARTZ	CORIAN	QUARTZ	CALACATTA NATURA	COUNTER TOPS EXPOSED TO HEAT		



L1 MILLWORK & COUNTERTOP PLAN



SHEET NOTES:

- NO PAINTING OR INTERIOR FINISHING SHALL BE DONE UNDER CONDITIONS WHICH WILL JEOPARDIZE THE QUALITY OR APPEARANCE OF SUCH WORK. ENSURE FLAME SPREAD IS CLASS 1.
- PATCH AND REPAIR SURFACES EXPOSED TO VIEW IN MANNER TO ELIMINATE EVIDENCE OF REPAIR WORK. FINISH GYP. BD. EXPOSED TO VIEW TO LEVEL 4. PREPARE SURFACES IN ACCORDANCE WITH FINISH MATERIAL MANUF. INSTRUCTIONS AND RECOMMENDATIONS PRIOR TO APPLYING FINISH MATERIAL.
- SEE FINISH PLAN, ELEVATIONS AND DETAILS FOR CLARIFICATION OF FINISHES.
- ALL VERTICAL SURFACES UNO SHALL RECEIVE WALL BASE.
- ALLOW FOR DELIVERY LEAD TIMES FOR ALL CUSTOM FINISHES WITHIN THE CONSTRUCTION SCHEDULE. CONFIRM ALL DELIVERY TIMES. NOTIFY ARCHITECT OF ANY EXCESSIVE LEAD TIMES IMMEDIATELY.
- EXAMINE ALL FINISH SURFACES AFTER COMPLETION OF WORK AND "TOUCH-UP" AS REQUIRED.
- UPON COMPLETION, REMOVE ALL PAINT FROM WHERE IT HAS SPILLED, SPLASHED OR SPATTERED ON EXPOSED SURFACES.
- ALL INTERSECTIONS OF FLOOR FINISH MATERIALS SHALL BE LOCATED DIRECTLY UNDER CENTER OF DOOR, WHERE OCCURS. UNO
- SEE PARTITION TYPES AND DOOR AND FRAME TYPES
- SEE FINISH SCHEDULE FOR FINISH INFORMATION

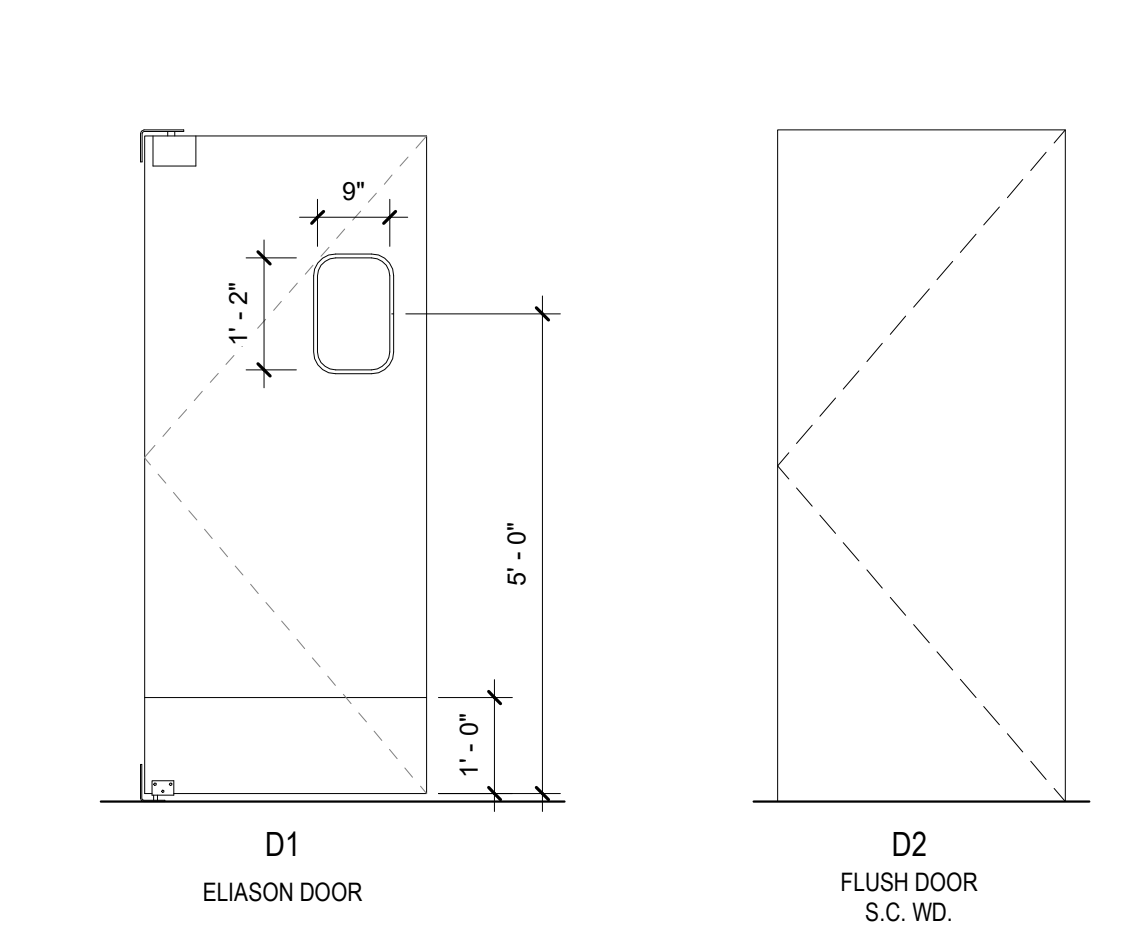
KEYNOTES:

KEY #	KEYNOTE TEXT
145	2" x 2" STAINLESS STEEL SUPPORT LEG PROVIDED AND INSTALLED BY GC. GC TO ANCHOR IN PLACE AFTER EQUIPMENT INSTALLATION.

DOOR SCHEDULE

MARK	HEIGHT	WIDTH	DOORS			HARDWARE	FRAMES		NOTES
			TYPE	FINISH			TYPE	FINISH	
101	7' - 0"	3' - 0"	D2	PT-1		SET B	F1	PT-1	
102	7' - 0"	3' - 0"	D2	PT-1		SET B	F1	PT-1	
103	6' - 8"	3' - 0"	D1	SATIN ANO		SET A	F2	PT-1	

DOOR TYPES



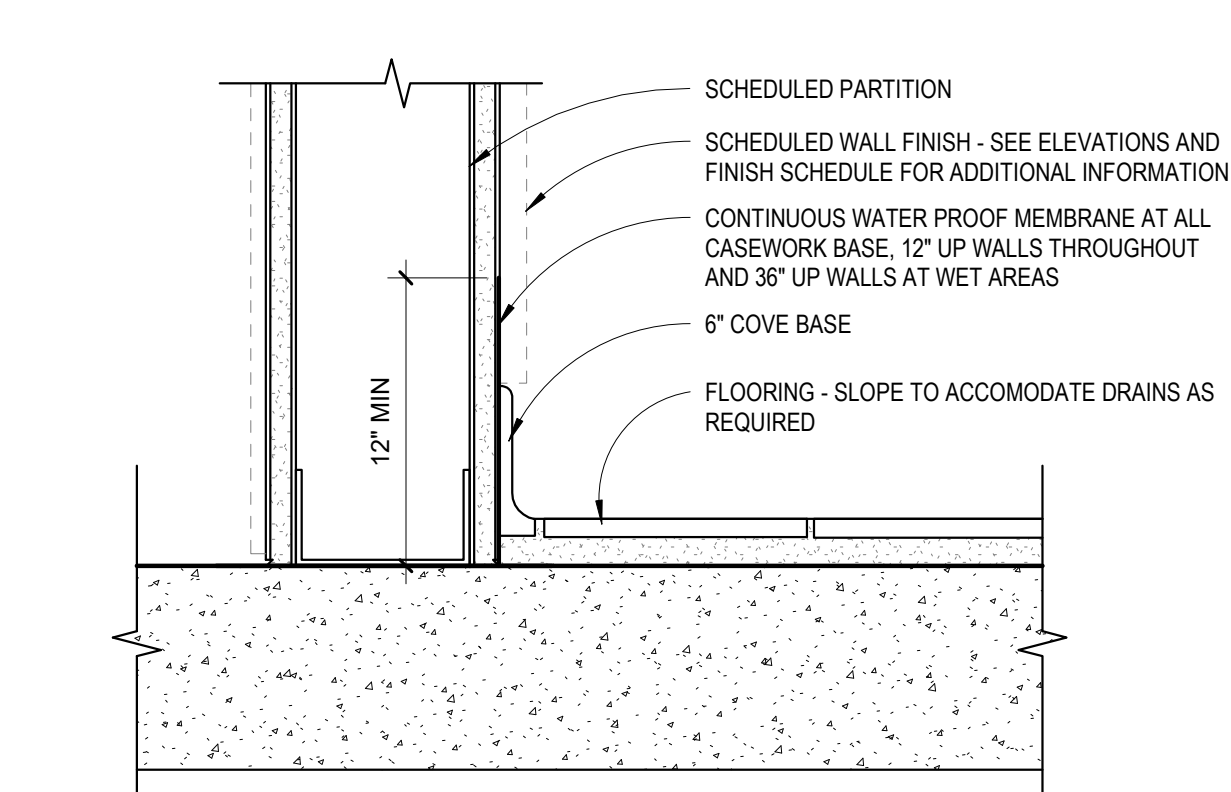
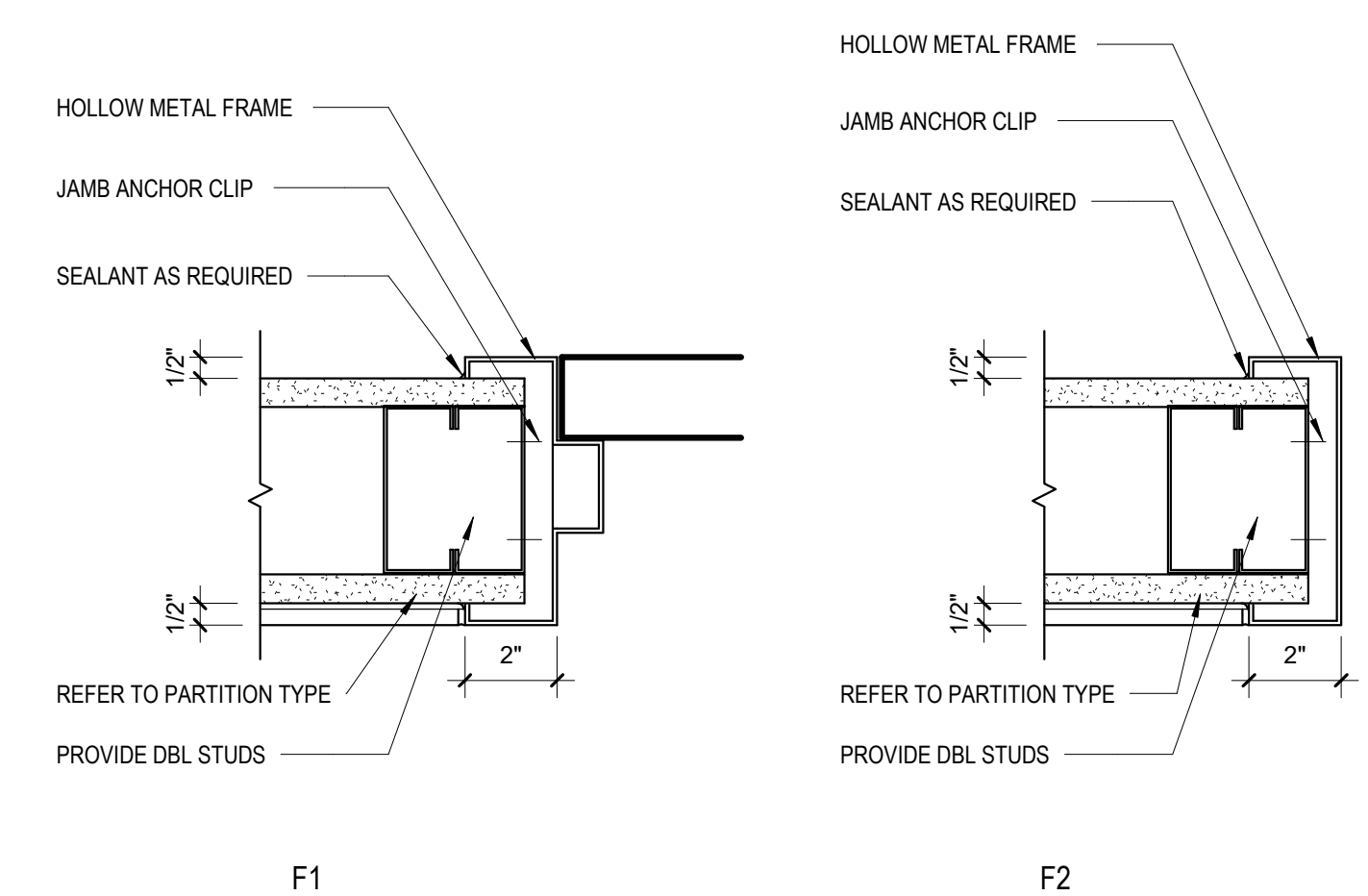
HARDWARE SETS

SET A:
DOOR: ELIASON CORPORATION SWING DOOR
MODEL #LWP-3
FINISH: STANDARD FINISH - SATIN ANODIZED
KICKPLATE: 12" STANDARD STAINLESS STEEL BOTH SIDES

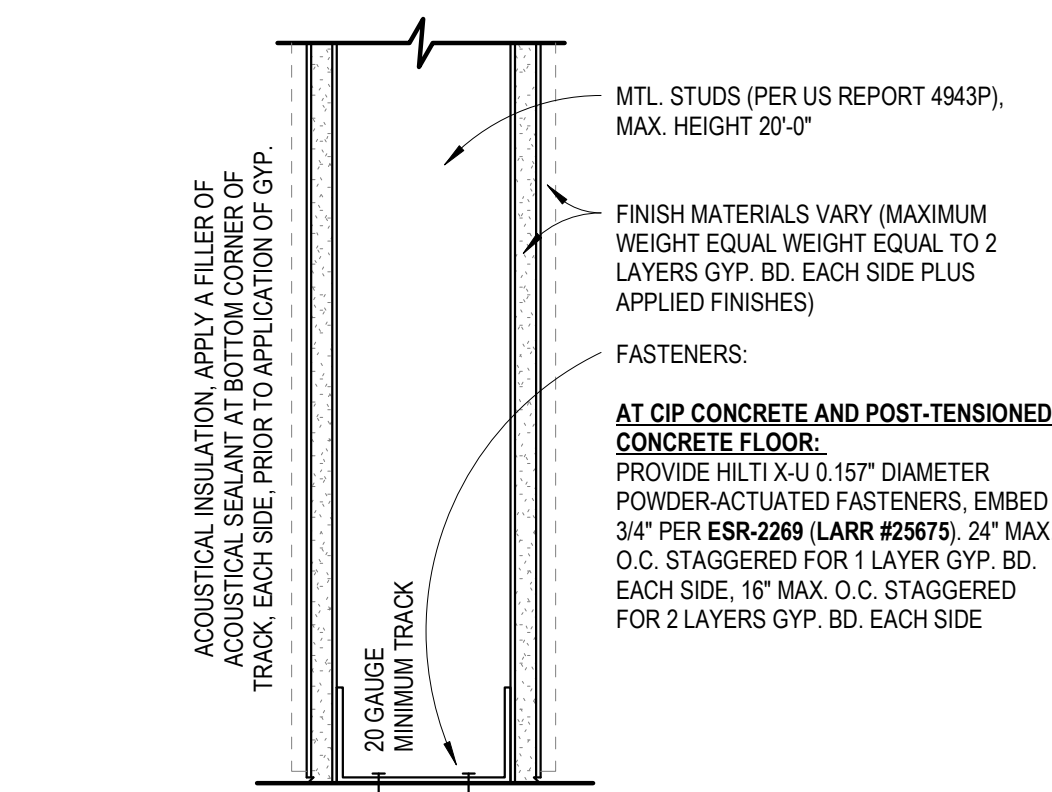
SET B:
ADA LEVER HARDWARE EQUIV TO SCHLAGE RHODES
PRIVACY LOCKSET: ANSI F76, GRADE 1, EQUIV TO SCHLAGE ND40
HARDWARE FINISH: #626 SATIN CHROME (26D)
AUTO-CLOSER: ANSI A156.4, GRADE 1, EQUIV TO LCN 4041
WALL-BUMPER: GLYNN-JOHNSON 50C AT HANDLE
PLATES: 8" H x 16 GA S/S KICK PLATE AT BOTH SIDES OF DOOR

HARDWARE NOTES:
1. PRODUCTS EQUAL TO ITEMS SPECIFIED WILL BE ALLOWED PER APPROVAL.
2. ANY EXISTING "THUMBTURN" OR "KEYED" CYLINDER LOCK FROM THE INSIDE TO BE EXTENDED-LENGTH "ACCESSIBLE" LEVERS.
3. GO TO VERIFY ALL EXISTING DOOR HARDWARE IS IN WORKING ORDER IN LIKE NEW CONDITION AND REPLACE ANY DAMAGED COMPONENTS WITH NEW OF EQUAL OR GREATER QUALITY.

FRAME TYPES

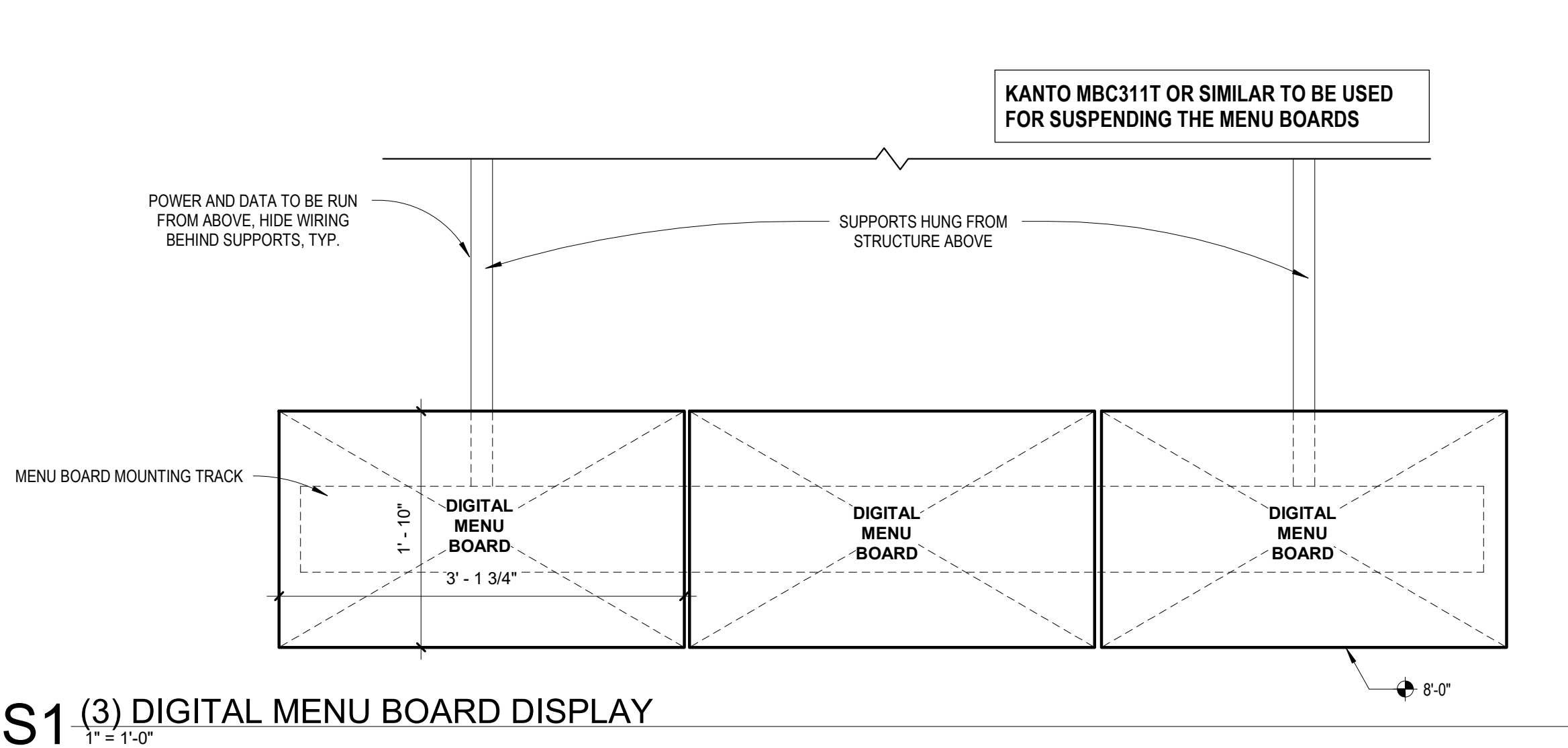


H9 COVE BASE DETAIL - TYPICAL
1 1/2" = 1'-0"

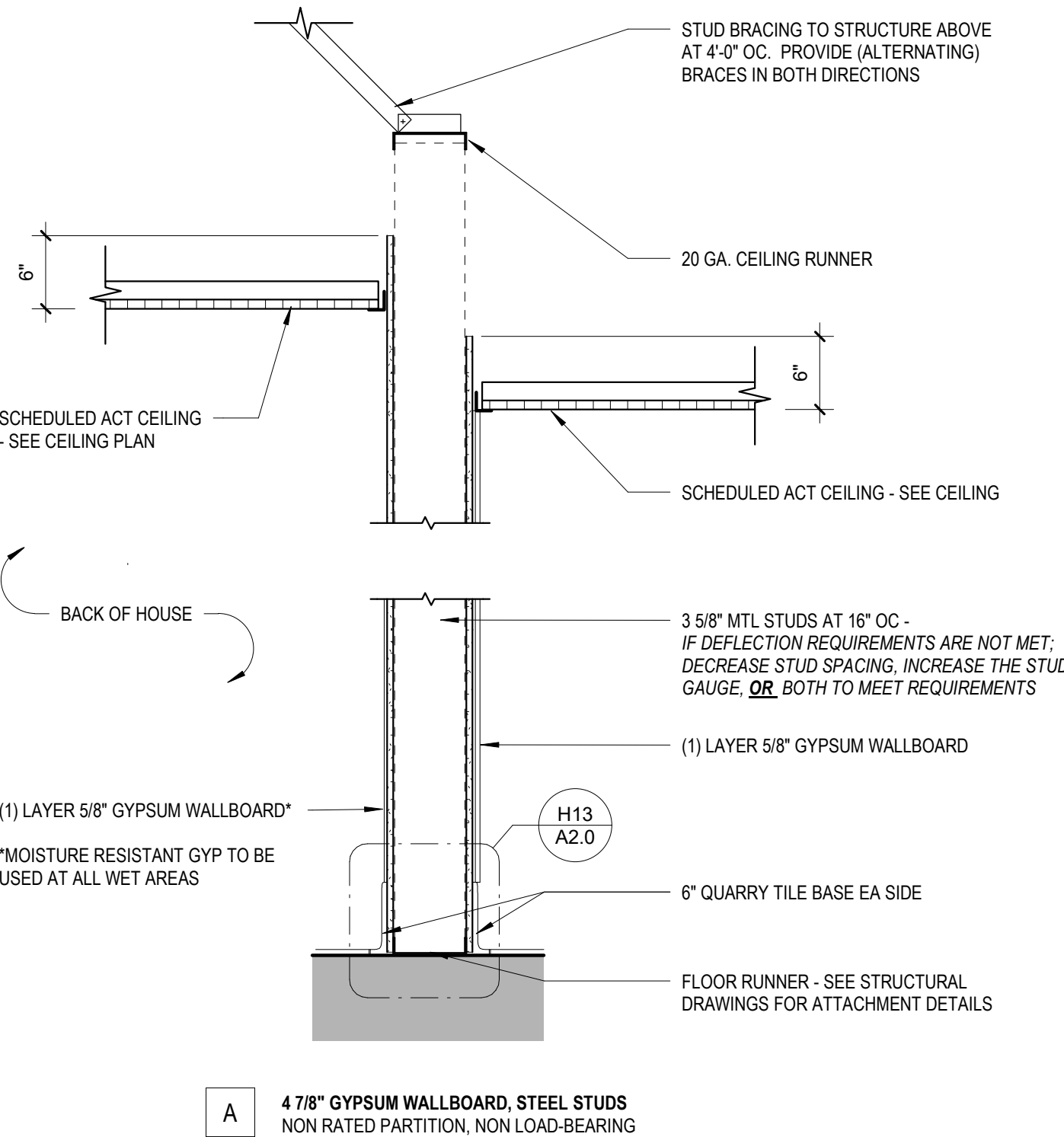
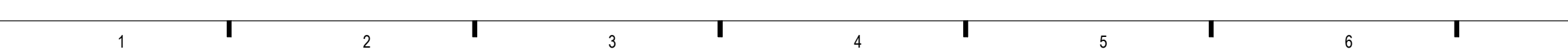


H13 PARTITION BASE
1 1/2" = 1'-0"

M1 (2) DIGITAL MENU BOARD DISPLAY
1" = 1'-0"



S1 (3) DIGITAL MENU BOARD DISPLAY
1" = 1'-0"



A NON-RATED PARTITION
NOT TO SCALE



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PARTITION TYPES & DOOR TYPES

Project # 68423-WI01

Issue Date 12/5/2024

Scale AS INDICATED

Drawn by BJK

Checked by CAP

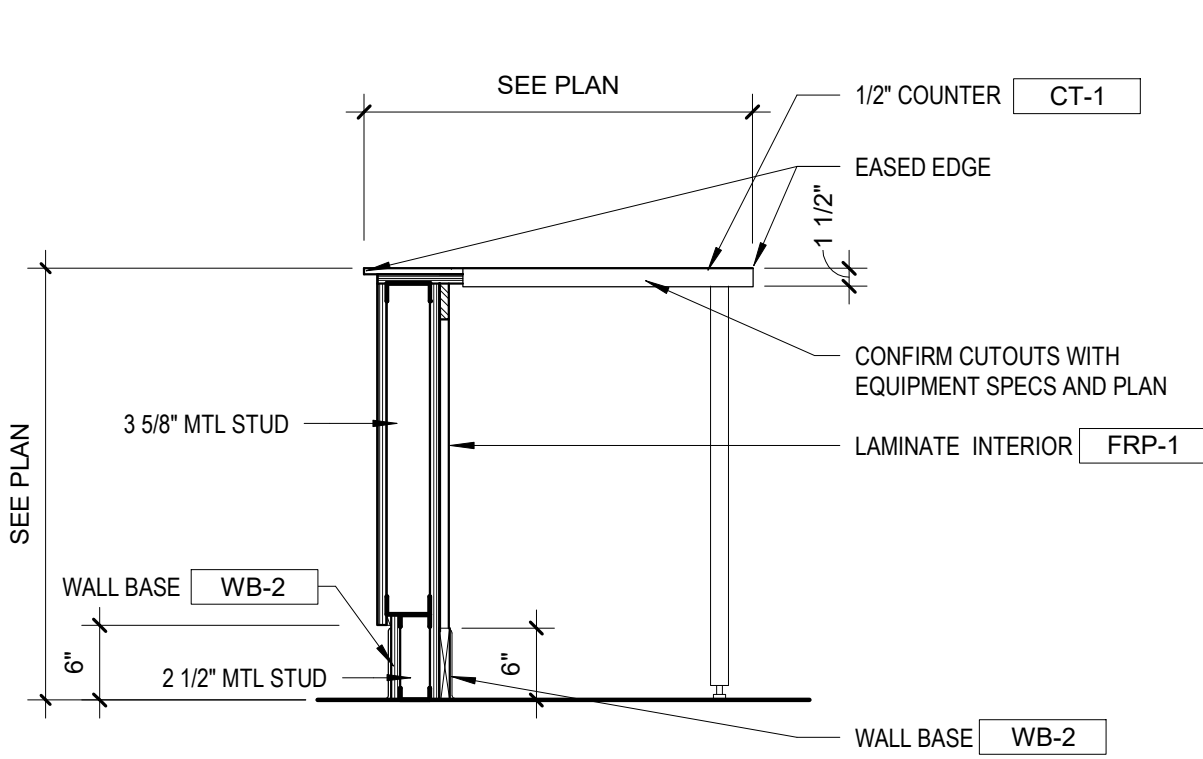
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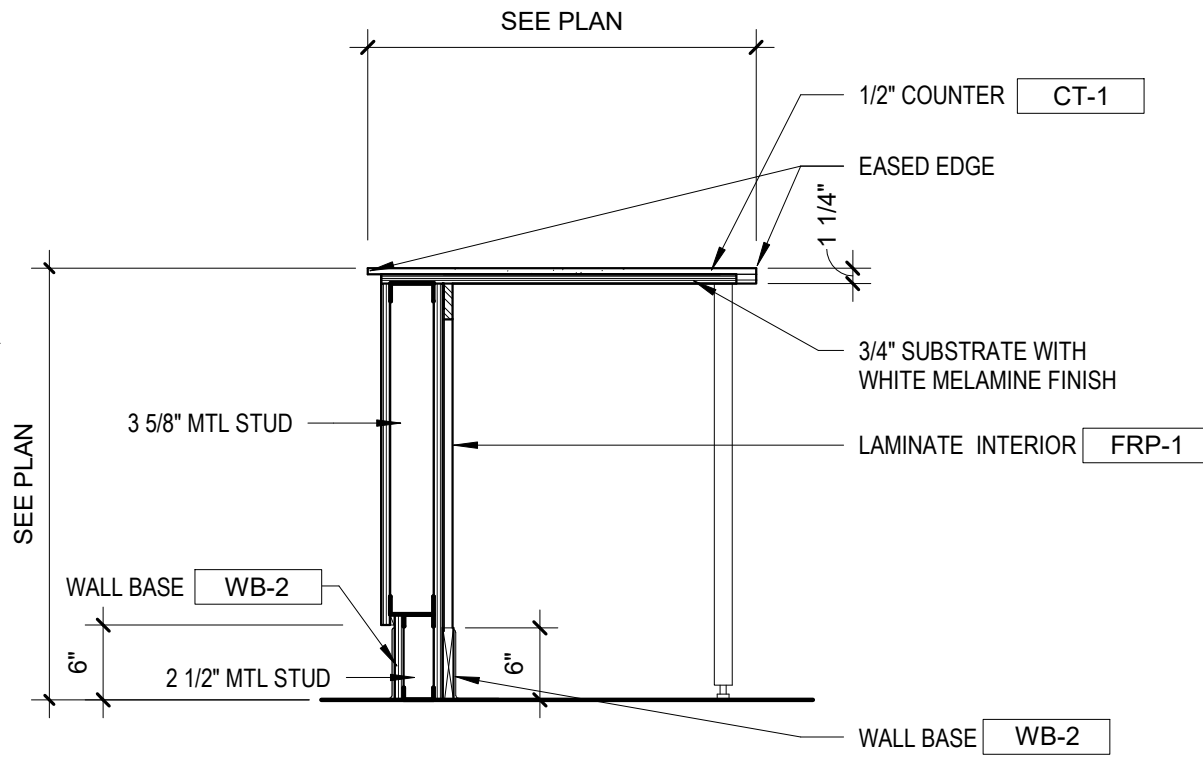
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MILLWORK NOTES:

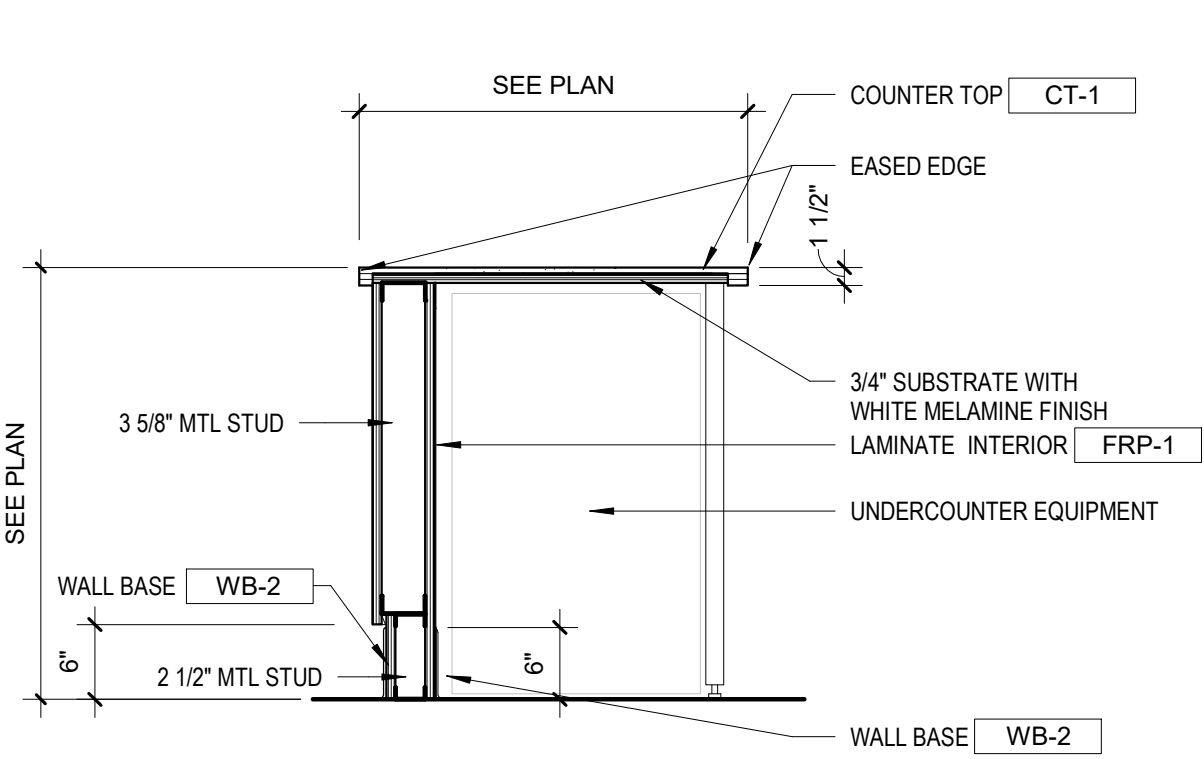
- ALL WOOD BLOCKING TO BE FIRE RETARDANT TREATED WOOD.
 - REFER TO ELEVATIONS AND TO FINISHES LEGEND ON FOR FINISH DESIGNATIONS.
 - FINISH ALL EXPOSED SURFACES OF CABINETS WITH FINISH INDICATED IN ELEVATION AND SECTION.
 - GC TO PROVIDE ALL ADJUSTABLE STAINLESS STEEL SUPPORT LEGS
 - CABINETRY/CASEWORK CONTRACTOR TO PROVIDE SIDE AND BACK SPLASHES AT ALL COUNTERS - PROVIDE ACCESS INTO ALL CORNER CABINETS - DO NOT CREATE ANY 'DEAD END' CABINETS
 - ALL EQUIPMENT TO BE PROVIDED BY EQUIPMENT VENDOR INSTALLED BY GC - SEE EQUIPMENT PLANS AND EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION
 - ALL ELECTRICAL OUTLETS FOR COUNTER TOP EQUIPMENT ARE TO BE LOCATED ABOVE BACKSPLASH HEIGHT WHEN POSSIBLE. ALL POWER FOR UNDER COUNTER EQUIPMENT TO BE LOCATED BELOW COUNTER. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION
- NOTE: WATER PROOFING MEMBRANE TO TURN/WRAP UP ALL CASEWORK BEHIND INDICATED 6" BASE FINISH



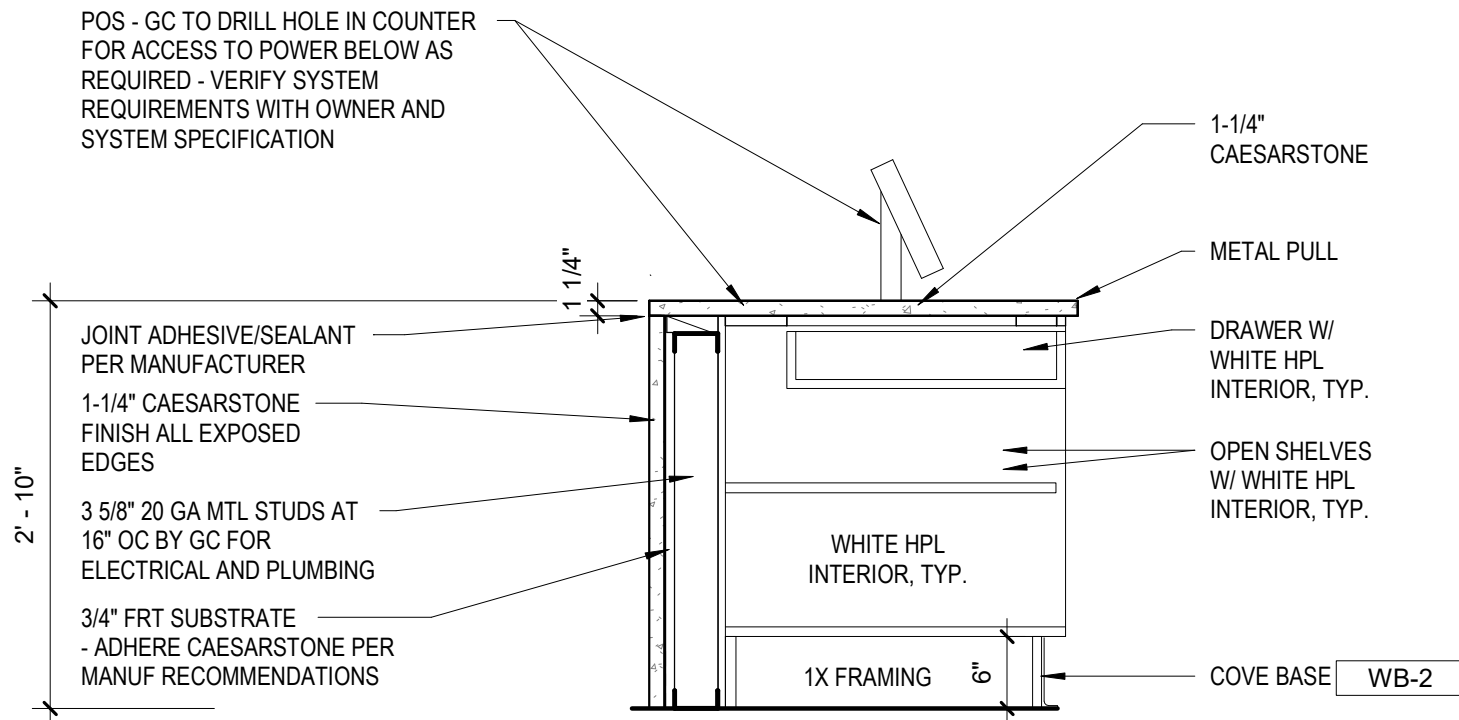
D1 SECTION @ BUFFET COUNTER
3/4" = 1'-0"



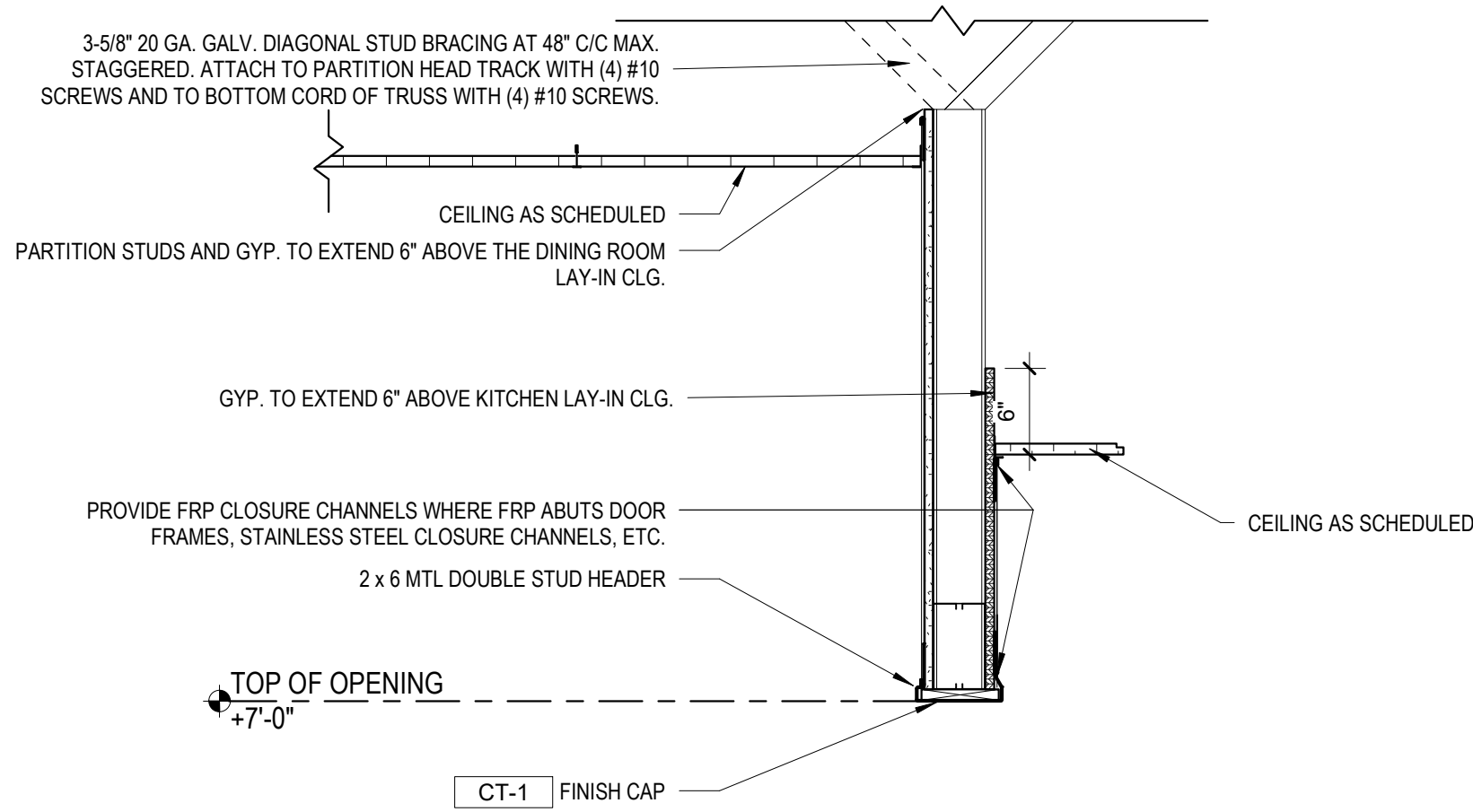
D5 SECTION @ FRONT COUNTER
3/4" = 1'-0"



D9 SECTION @ UNDER COUNTER FRIDGE
3/4" = 1'-0"



H1 SECTION @ POS
3/4" = 1'-0"



S12 PASS THRU COUNTER SECTION
1" = 1'-0"



FOX POINT

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FOX POINT, WI 53217

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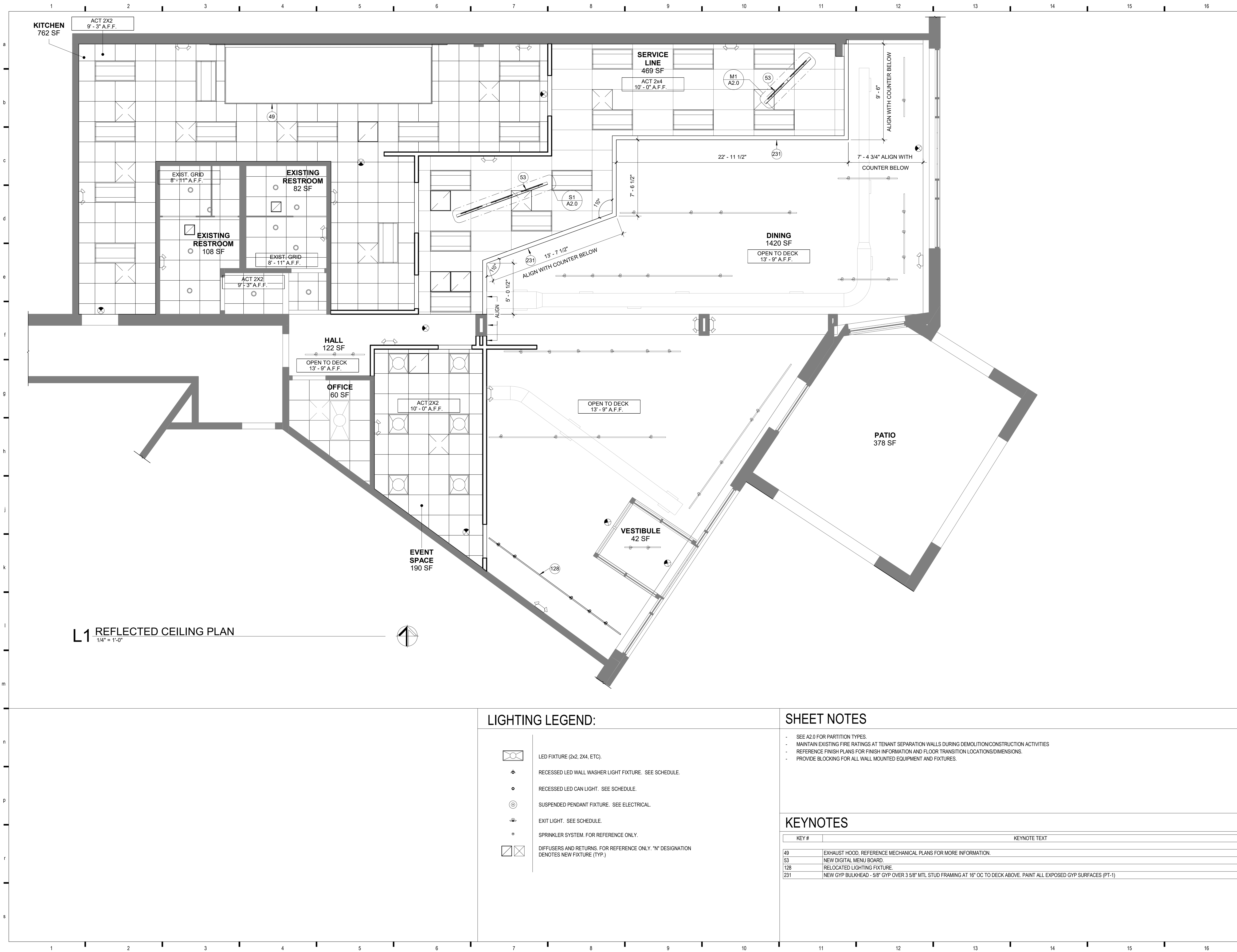
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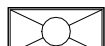
MILLWORK DETAILS

Project # 68423-WI01
Issue Date 12/5/2024
Scale AS INDICATED
Drawn by BJK
Checked by CAP

A2.1



LIGHTING LEGEND:



LED FIXTURE (2x2, 2x4, ETC).



RECESSED LED WALL WASHER LIGHT FIXTURE. SEE SCHEDULE.



RECESSED LED CAN LIGHT. SEE SCHEDULE.



SUSPENDED PENDANT FIXTURE. SEE ELECTRICAL.



EXIT LIGHT. SEE SCHEDULE.



SPRINKLER SYSTEM. FOR REFERENCE ONLY.



DIFFUSERS AND RETURNS. FOR REFERENCE ONLY. "N" DESIGNATION DENOTES NEW FIXTURE (TYP.)

SHEET NOTES

- SEE A2.0 FOR PARTITION TYPES.
- MAINTAIN EXISTING FIRE RATINGS AT TENANT SEPARATION WALLS DURING DEMOLITION/CONSTRUCTION ACTIVITIES
- REFERENCE FINISH PLANS FOR FINISH INFORMATION AND FLOOR TRANSITION LOCATIONS/DIMENSIONS.
- PROVIDE BLOCKING FOR ALL WALL MOUNTED EQUIPMENT AND FIXTURES.

KEYNOTES

KEY #	KEYNOTE TEXT
49	EXHAUST HOOD, REFERENCE MECHANICAL PLANS FOR MORE INFORMATION.
53	NEW DIGITAL MENU BOARD.
128	RELOCATED LIGHTING FIXTURE.
231	NEW GYP BULKHEAD - 5/8" GYP OVER 3 5/8" MTL STUD FRAMING AT 16" OC TO DECK ABOVE. PAINT ALL EXPOSED GYP SURFACES (PT-1)



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REFLECTED CEILING PLAN

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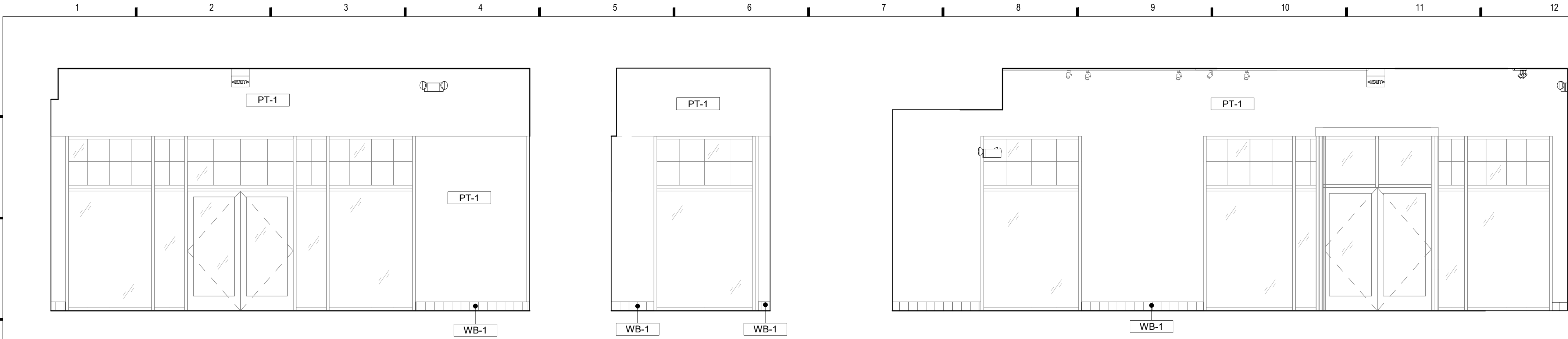
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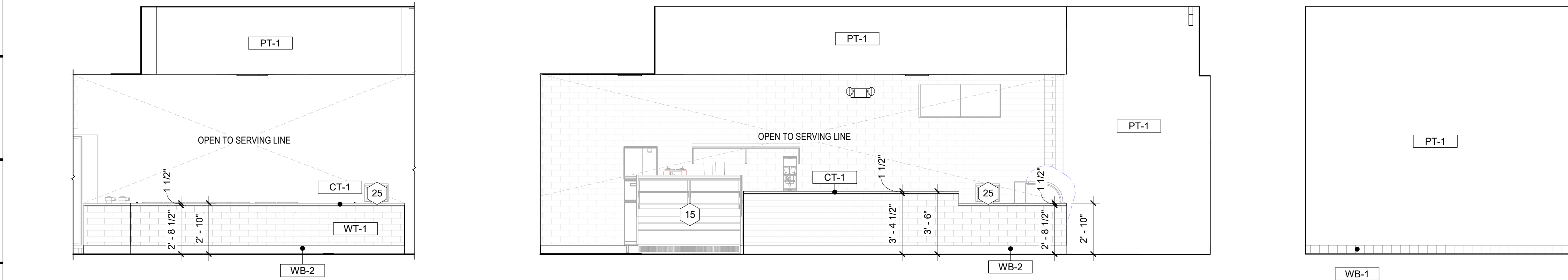
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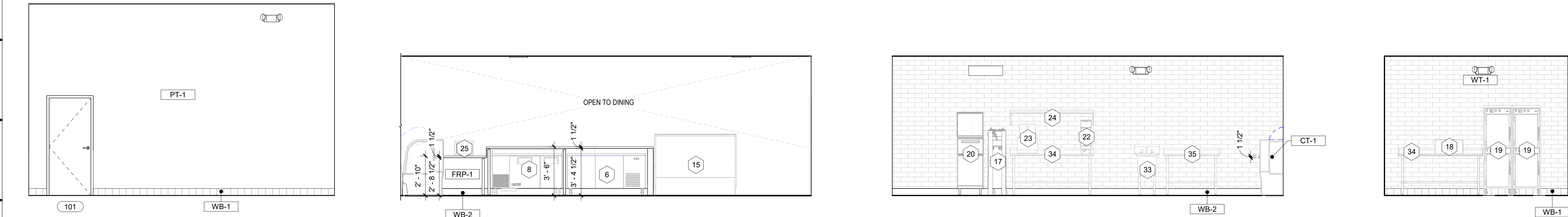
A3.0



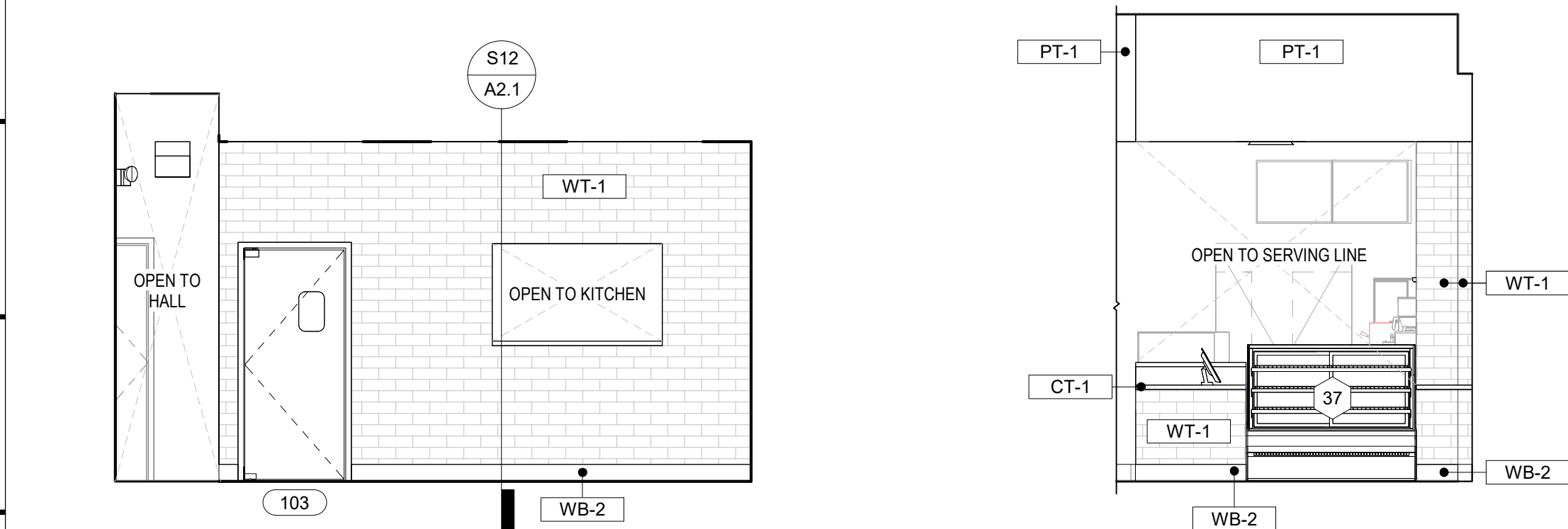
D1 DINING (STOREFRONT) - EAST 1/4" = 1'-0" D5 DINING (SHORT WALL) - SE 1/4" = 1'-0" D7 DINING (STOREFRONT) - SOUTHEAST 1/4" = 1'-0"



H1 DINING (BUFFET COUNTER) - NORTHWEST 1/4" = 1'-0" H5 DINING (DESSERTS) - NORTH 1/4" = 1'-0" H10 DINING - SOUTHWEST 1/4" = 1'-0"



M1 DINING - WEST 1/4" = 1'-0" M4 SERVICE LINE (DESSERTS) - SOUTH 1/4" = 1'-0" M8 SERVICE LINE (DESSERTS) - NORTH 1/4" = 1'-0" M13 SERVICE LINE (BUFFET) - NORTH 1/4" = 1'-0"



S1 SERVICE LINE (BUFFET) - WEST 1/4" = 1'-0" S4 SERVICE LINE (DESSERTS) - WEST 1/4" = 1'-0"

SHEET NOTES:

- ALL WOOD BLOCKING TO BE FIRE RETARDANT TREATED WOOD.
- REFER TO ELEVATIONS AND FINISHES LEGEND FOR FINISH DESIGNATIONS.
- FINISH ALL EXPOSED SURFACES OF CABINETS WITH FINISH INDICATED IN ELEVATION AND SECTION.
- PROVIDE ALL ADJUSTABLE STAINLESS STEEL SUPPORT LEGS.
- CABINETRY/CASEWORK CONTRACTOR TO PROVIDE SIDE AND BACK SPLASHES AT ALL COUNTERS - PROVIDE ACCESS INTO ALL CORNER CABINETS - DO NOT CREATE ANY 'DEAD END' CABINETS.
- ALL EQUIPMENT TO BE PROVIDED BY EQUIPMENT VENDOR INSTALLED BY GC - SEE EQUIPMENT PLANS AND EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.
- ALL ELECTRICAL OUTLETS FOR COUNTER TOP EQUIPMENT ARE TO BE LOCATED ABOVE BACKSPLASH HEIGHT WHEN POSSIBLE. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

LANDLORD NOTES:



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ELEVATIONS

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A5.0



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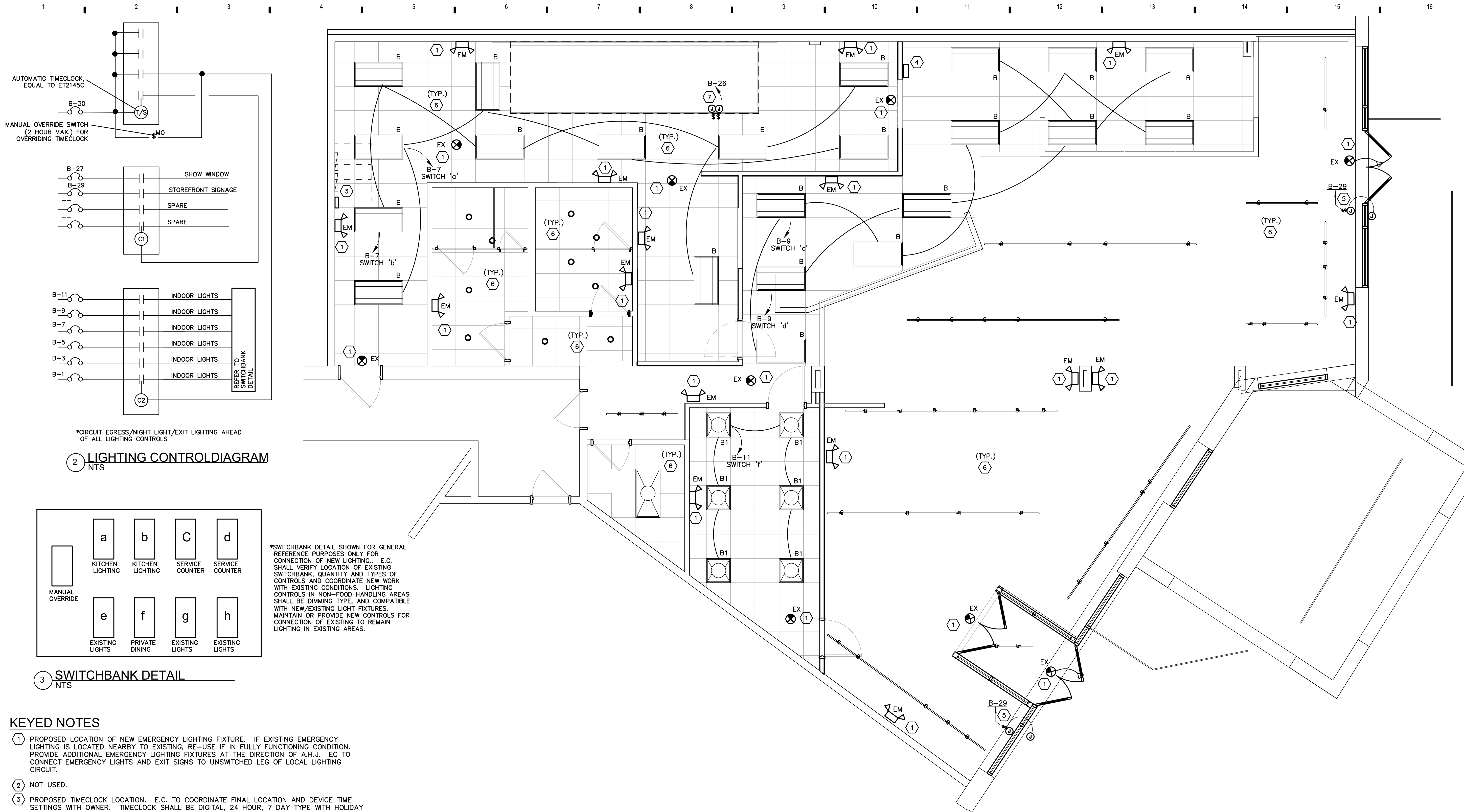
Issue Date 12/11/2024

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Checked by

E101



1 LIGHTING PLAN

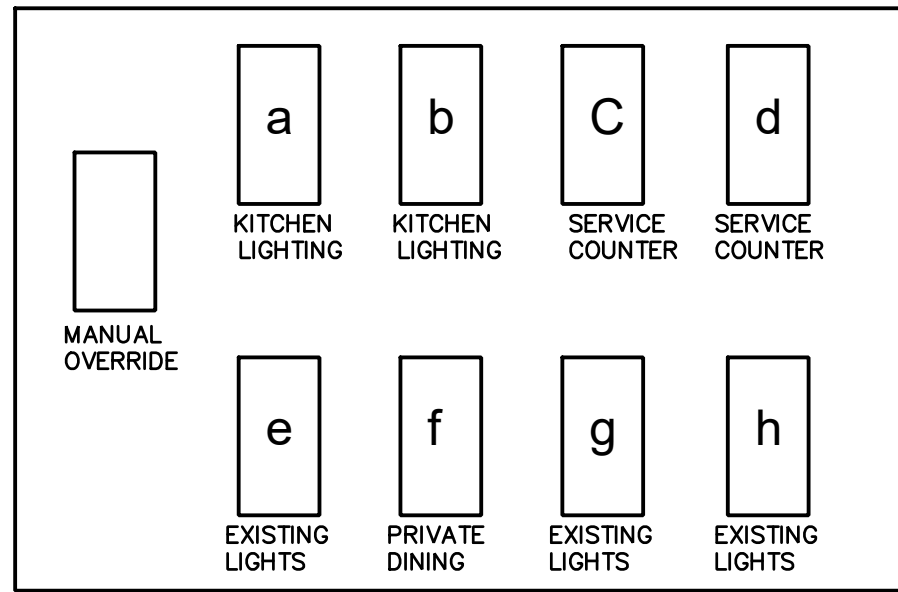
Scale: 1/4" = 1'-0"

LUMINAIRE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MODEL	HOUSING/MOUNTING	LAMP TYPE	COMMENTS	VOLTS	INPUT	WATTS
B	2'x4' LAY-IN LIGHT	PLT SOLUTIONS	PLT-20295	LAY-IN	LED	-	120	50	
B1	2'x2' LAY-IN LIGHT	NORA LIGHTING	PLT-90294	LAY-IN	LED	-	120	35	
EX	EM/EXIT COMBO W/ OPT. REMOTE HEAD	DUAL LITE	CLSCSRW-3 (OPTION 'RC' FOR REMOTE HEAD)	SURFACE	LED	#CRH - REMOTE HEAD	120	5W	MAX
EM	EMERGENCY LTG	DUAL LITE	CCU2	SURFACE	LED		120	5W	MAX

*CIRCUIT EGRESS/NIGHT LIGHT/EXIT LIGHTING AHEAD OF ALL LIGHTING CONTROLS

2 LIGHTING CONTROL DIAGRAM
NTS

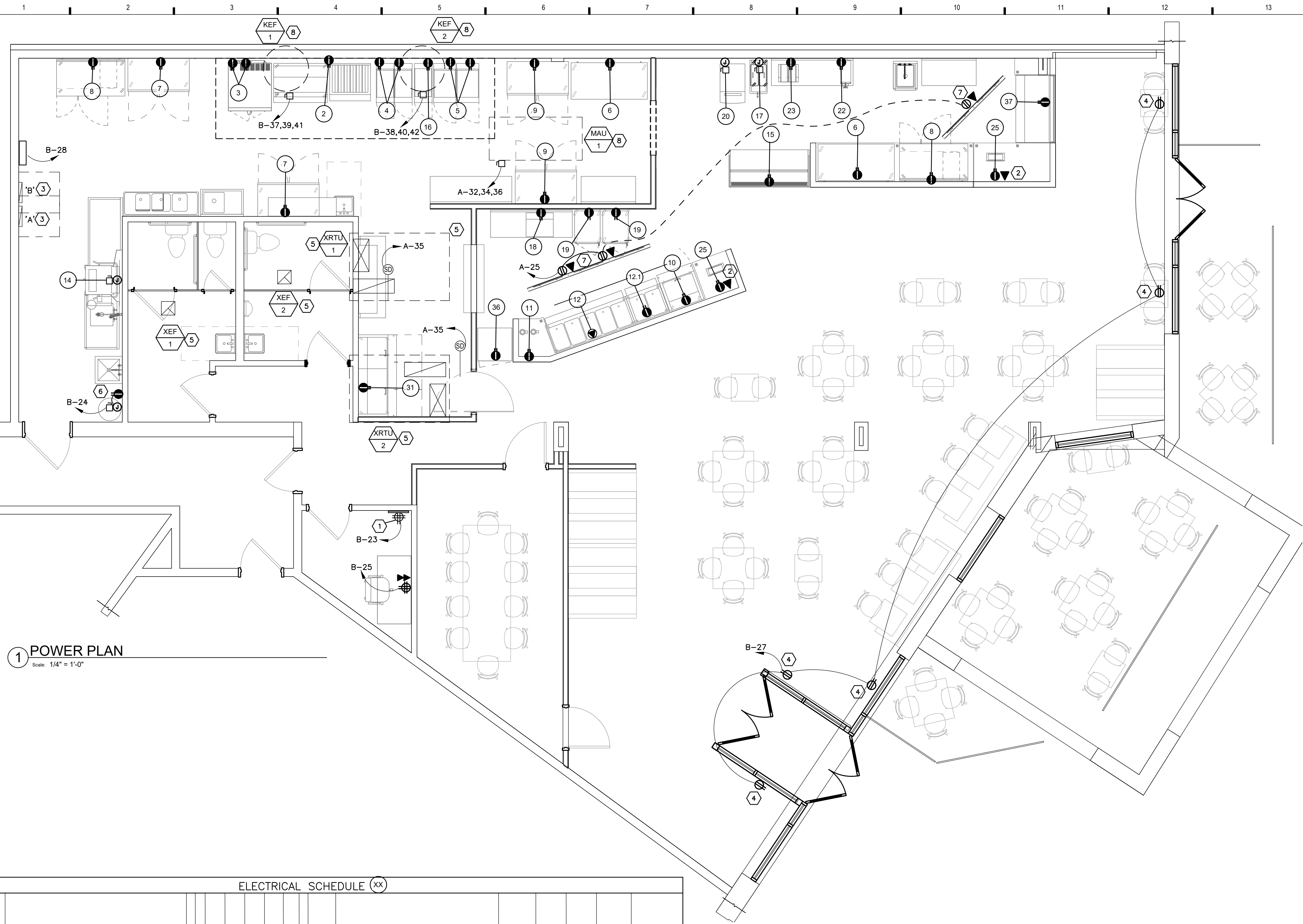


3 SWITCHBANK DETAIL
NTS

*SWITCHBANK DETAIL SHOWN FOR GENERAL REFERENCE PURPOSES ONLY FOR CONNECTION OF NEW LIGHTING. E.C. SHALL VERIFY LOCATION OF EXISTING SWITCHBANK, QUANTITY AND TYPES OF CONTROLS AND COORDINATE NEW WORK WITH EXISTING CONDITIONS. LIGHTING CONTROLS IN NON-FOOD HANDLING AREAS SHALL BE DIMMING TYPE, AND COMPATIBLE WITH NEW/EXISTING LIGHT FIXTURES. MAINTAIN OR PROVIDE NEW CONTROLS FOR CONNECTION OF EXISTING TO REMAIN LIGHTING IN EXISTING AREAS.

KEYED NOTES

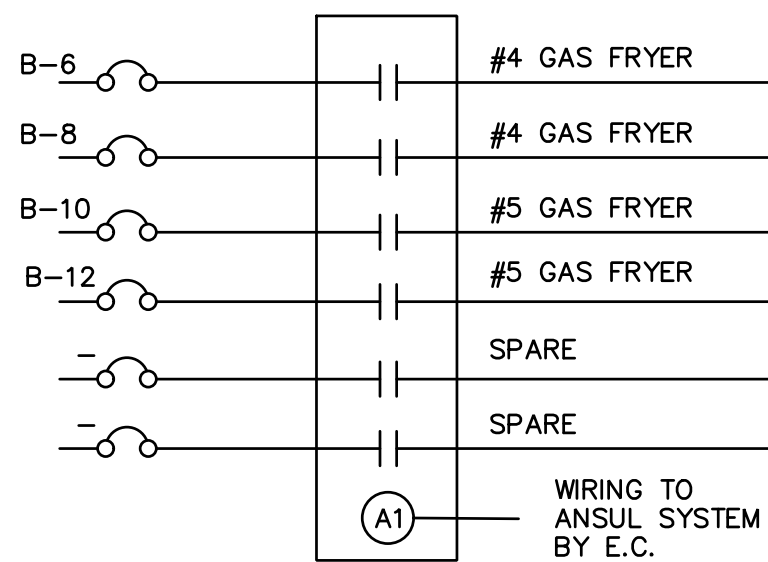
- 1 PROPOSED LOCATION OF NEW EMERGENCY LIGHTING FIXTURE. IF EXISTING EMERGENCY LIGHTING IS LOCATED NEARBY TO EXISTING, RE-USE IF IN FULLY FUNCTIONING CONDITION. PROVIDE ADDITIONAL EMERGENCY LIGHTING FIXTURES AT THE DIRECTION OF A.H.J. EC TO CONNECT EMERGENCY LIGHTS AND EXIT SIGNS TO UNSWITCHED LEG OF LOCAL LIGHTING CIRCUIT.
- 2 NOT USED.
- 3 PROPOSED TIMECLOCK LOCATION. E.C. TO COORDINATE FINAL LOCATION AND DEVICE TIME SETTINGS WITH OWNER. TIMECLOCK SHALL BE DIGITAL, 24 HOUR, 7 DAY TYPE WITH HOLIDAY OVERRIDE, BATTERY BACK-UP AND MANUAL CONTROL.
- 4 VERIFY EXISTING SWITCHBANK LOCATION. IF EXISTING SWITCHBANK IS ON A SURFACE TO BE DEMO'D OR WOULD BE INACCESSIBLE DUE TO NEW WORK, RELOCATE IN COORDINATION WITH G.C.. LOCATE IN COORDINATION WITH OWNER, G.C. PRIOR TO ROUGH-IN. SEE DETAILS THIS SHEET FOR ADDITIONAL INFORMATION.
- 5 COORDINATE WITH OWNER, ARCHITECTURAL DRAWING FOR INSTALLATION OF EXTERIOR SIGNAGE. PROVIDE OUTDOOR WET LOCATION RATED JUNCTION BOX FOR SIGN CONNECTION AS DETERMINED BY SIGN VENDOR, AND 20A, SINGLE POLE DISCONNECT SWITCH INDOORS FOR SHUT-OFF. SIGN TO BE CONNECTED TO TENANT'S LIGHTING CONTROL SYSTEM.
- 6 LIGHTING FIXTURES NOT PROVIDED WITH A FIXTURE TAG ARE EXISTING TO REMAIN. CLEAN AND RE-LAMP FIXTURES. NEW LAMPS SHALL BE EQUAL OR LESSOR WATTAGE OF EXISTING, THE SAME COLOR TEMPERATURE AS EXISTING AND OF THE SAME BASE AND LAMP SHAPE AS EXISTING. E.C. SHALL RE-CONNECT EXISTING CIRCUITS TO NEW PANEL 'B', CIRCUITS 'B-1', 'B-3', 'B-5'. COMBINE CIRCUITS WHERE POSSIBLE AND PROVIDE ADDITIONAL CIRCUITS WHERE NECESSARY.
- 7 PROVIDE CONNECTION TO HOOD LIGHTING AND CONTROLS IN COORDINATION WITH HOOD VENDOR DRAWINGS. VERIFY LOCATION OF ROUGH-IN PRIOR TO ANY WORK.



1 POWER PLAN
Scale: 1/4" = 1'-0"

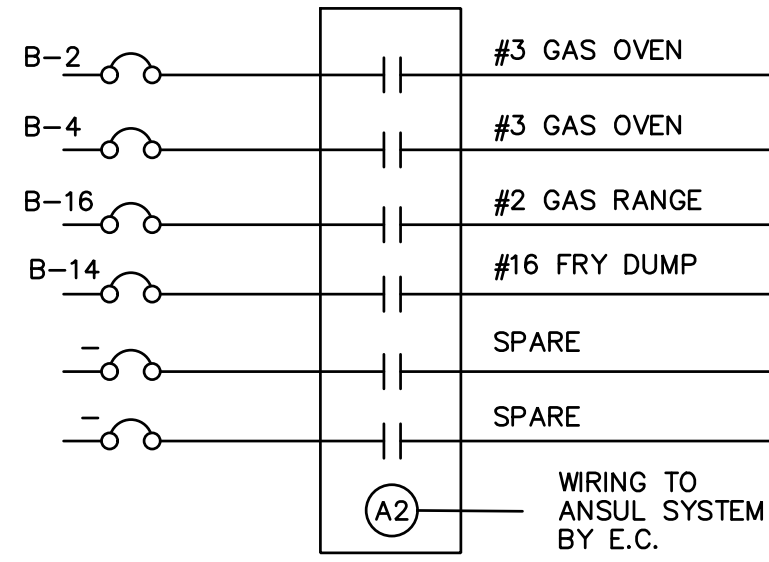
ELECTRICAL SCHEDULE (XX)

ELECTRICAL SCHEDULE (XX)																
ITEM NO	EQUIPMENT CATEGORY	DIRECT PLUG	AMPS	KW	HP	VOLTS	CYCLE	PHASE	NEMA	ELEC REMARKS	CIRCUIT POLES	WIRE SIZE	GND SIZE	CONDUIT SIZE	CIRCUIT NO.	
#2	GAS RANGE - ATOSA #AGR-BB-NG	X	1.5	0.18		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-16
#3	GAS OVEN - FALCON EQUIPMENT #ACO-2	X	4.0	0.48	1/2	120	60	1	5-15R	ELECTRICAL DATA NOT AVAILABLE, E.C. SHALL VERIFY PRIOR TO ROUGH-IN. 2 CIRCUITS REQ.	15	1	2 #12	12	3/4"	B-2 B-4
#4	GAS FRYER - PITCO FRIALATOR #45-C+S	X	5.0	0.6		120	60	1	5-15R	ENGINEER COULD NOT VERIFY POWER REQUIRED, E.C. SHALL VERIFY PRIOR TO ROUGH-IN	15	1	2 #12	12	3/4"	B-6 B-8
#5	GAS FRYER - PITCO FRIALATOR #65-C+S	X	5.0	0.6		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-10 B-12
#6	WORKTOP FRIDGE - TRUE #AWT-60F	X	2.9	0.35		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-13 B-15
#7/9	REACH-IN FREEZER - TRAULSEN #G20010-032	X	7.9	0.95		120	60	1	5-20R		20	1	2 #12	12	3/4"	A-8 A-10 A-12 A-13
#8	WORKTOP FRIDGE - TRUE #TWT-60-32-HC	X	1.7	0.2		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-17 B-18
#10	WORKTOP FRIDGE - TRUE #TTF-32-12M	X	3.3	0.4		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-21
#11	FOOD WARMER - VOLLRATH #46060	X	1.9	0.23		120	60	1	5-15R	CONNECT (2) DEVICES ON ONE CIRCUIT	15	1	2 #12	12	3/4"	B-20
#12	HOT FOOD WELL - VOLLRATH #38005	X	20.0	2.4		120	60	1	5-30R		30	1	2 #10	10	3/4"	A-14
#12.1	HOT FOOD WELL - VOLLRATH #38002	X	8.0	0.96		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-23
#14	DISHWASHER - CMA DISH MACHINE #CMA-180-VL-FL	X	49.0	17.64		208	60	3		PROVIDE 100A, 3-POLE, NEMA 4X STAINLESS STEEL DISCONNECT, VERIFY EQUIPMENT NAMEPLATE DATA	70	3	3 #4	8	1"	A-2,4,6
#15	REFRIGERATED CASE- FALCON EQUIPMENT #ADC-163	X	4.8	0.58		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-24
#16	FRY DUMP STATION - PITCO FRIALATOR #SSHNB55	X	6.3	0.76		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-14
#17	SOFT SERVE MACHINE - TALOR #C723-33	X	25.0	9.0		208	60	3		PROVIDE 30A, 3-POLE, NEMA 4X STAINLESS STEEL DISCONNECT, VERIFY EQUIPMENT NAMEPLATE DATA	30	3	3 #10	10	3/4"	A-7,9,11
#18	HOT CUTTING BOARD - VOLLRATH #46670	X	4.2	0.50		120	60	1	5-15R		15	1	2 #12	12	3/4"	B-22
#19	HEATED CABINETS - ALTO-SHAAM #1000-UP-QS	X	16.0	1.92		120	60	1	5-20R		20	1	2 #12	12	3/4"	A-15 A-17
#20	ICE MACHINE - SCOTSMAN #C0522MA-1	X	13.5	1.62		120	60	1		PROVIDE 20A, SINGLE POLE DISCONNECT SWITCH	20	1	2 #12	12	3/4"	A-16
#22	COFFEE BREWER - BUNN #23001.0006	X	11.4	1.37		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-18
#23	DRINK DISPENSER - CRATHCO #D25-4	X	6.0	0.72		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-19
#25	P.O.S. REGISTER - NO MANUFACTURER/MODEL GIVEN	X	5.0	0.60		120	60	1	5-20R		20	1	2 #12	12	3/4"	A-20 A-22
#31	COLD FOOD TABLE - TRUE #TTF-72-30M-D-6	X	5.1	0.61		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-21
#36	REFRIG. MERCHANDISER - FALCON EQUIP. #AGM-22	X	2.88	0.35		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-26
#37	REFRIG. DISPLAY CASE - FEDERAL INDUSTRIES #CGHS-1	X	12.0	1.44		120	60	1	5-15R		15	1	2 #12	12	3/4"	A-30



EC TO PROVIDE SIX POLE CONTACTOR AND WIRING TO ANSUL SYSTEM TO SHUTDOWN CIRCUITS NOTED UPON ACTIVATION OF ANSUL SYSTEM. EC TO VERIFY CONTROL COIL VOLTAGE WITH HOOD SYSTEM SUPPLIER

2 ANSUL CONTACTOR DETAIL
Scale: 1/4" = 1'-0"



EC TO PROVIDE SIX POLE CONTACTOR AND WIRING TO ANSUL SYSTEM TO SHUTDOWN CIRCUITS NOTED UPON ACTIVATION OF ANSUL SYSTEM. EC TO VERIFY CONTROL COIL VOLTAGE WITH HOOD SYSTEM SUPPLIER

3 ANSUL CONTACTOR DETAIL
Scale: 1/4" = 1'-0"

KEYED NOTES (XX)

- EC TO PROVIDE 24"x36", 3/4" PLYWOOD TELEPHONE TERMINATION BOARD TREATED WITH FIRE RETARDANT PAINT FOR TERMINATION OF TELECOMMUNICATIONS EQUIPMENT. PROVIDE GROUND BAR MOUNTED TO TTB WITH (1)#6 GROUND WIRE PROVIDED IN 1/2" CONDUIT TO SERVING PANELBOARD, CONNECT TO EQUIPMENT GROUNDING TERMINAL IN PANEL.
- E.C. TO PROVIDE CONDUIT BENEATH CASEWORK FOR POWER AND DATA TO REGISTERS. PROVIDE MIN. (2) 3/4" CONDUIT FOR POWER AND (1) 1" EMPTY CONDUIT W/ PULL STRING FOR DATA LINES. COORDINATE ROUTING IN FIELD.
- LOCATION OF NEW/EXISTING ELECTRICAL PANELBOARDS, SEE RISER DIAGRAM AND PANEL SCHEDULE SHEET E301 FOR DETAILS.
- PROVIDE SHOW WINDOW RECEPTACLES AS MEETING N.E.C. 210.62
- FIELD VERIFY CONDITIONS OF EXISTING HVAC EQUIPMENT. VERIFY EXISTING HVAC RECEPTACLES IN WEATHERPROOF WHILE-IN-USE COVERS AT RTU'S. IF NOT EXISTING THEN PROVIDE NEW GFCI RECEPTACLES AND WEATHERPROOF WHILE-IN-USE COVERS. PROVIDE ANY ELECTRICAL REPAIRS TO DISCONNECTS, CONNECTIONS, OUTLETS, ETC. AS REQUIRED FOR CODE COMPLIANCE AND PROPER EQUIPMENT FUNCTIONALITY. WHERE NOT EXISTING, PROVIDE CONNECTION TO NEW DUCT SMOKE DETECTORS AS PROVIDED BY MECHANICAL CONTRACTOR, AND ALL WIRING TO REMOTE TESTING DEVICES AS LOCATED BY A.H.J.
- COORDINATE ELECTRICAL WORK FOR CONNECTION OF NEW GAS WATER HEATER WITH PLUMBING CONTRACTOR. PROVIDE 20A, SINGLE POLE DISCONNECT SWITCH. PROVIDE GFCI RECEPTACLE FOR CONNECTION OF NEW RECIRCULATION PUMPS IN COORDINATION WITH PLUMBING CONTRACTOR, VERIFY HEIGHT AND LOCATION PRIOR TO ROUGH-IN.
- PROVIDE POWER/DATA IN CEILING FOR CONNECTION OF MENUBOARDS. CONCEAL RECEPTACLES WHERE POSSIBLE, COORDINATE FINAL LOCATION W/ G.C. PRIOR TO ROUGH-IN.
- E.C. TO PROVIDE #12 CONDUCTORS TO MANUFACTURER INSTALLED DISCONNECT SWITCH FOR CONNECTION OF MAU-1, KEF-1, KEF-2, AND . COORDINATE WITH HOOD VENDOR DRAWINGS AND MECHANICAL CONTRACTOR FOR CONTROL WIRING AND REQUIREMENTS.

GENERAL NOTES:

- EXACT LOCATION, CUT-OUTS AND MOUNTING HEIGHTS FOR WIRING DEVICES IN CASEWORK SHALL BE COORDINATED WITH OWNER'S REPRESENTATIVE PRIOR TO ROUGH-IN.
- VERIFY EXACT LOCATIONS OF ALL MILLWORK POWER AND DATA LOCATIONS IN FIELD WITH MILLWORK VENDOR.
- VERIFY HEIGHTS OF RECEPTACLES SERVING SERVING KITCHEN/TELECOM EQUIPMENT OR WHERE LOCATED AROUND MILLWORK.
- THE ELECTRICAL CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BID TO FAMILIARIZE THEMSELVES AND VERIFY EXISTING CONDITIONS. THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE TENANT'S REPRESENTATIVE OF ANY DIFFERENCES PRIOR TO BIDDING. NO EXTRAS OR CHANGE ORDERS SHALL BE GIVEN FOR CONTRACTOR'S FAILURE TO VERIFY SITE CONDITIONS PRIOR TO BIDDING.
- VERIFY THE VOLTAGE/PHASE/AMPERAGE NAMEPLATE INFORMATION OF ALL EQUIPMENT DELIVERED TO THE SITE PRIOR TO CONNECTION. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DIFFERENCES BETWEEN THE PLANS AND EQUIPMENT DELIVERED PRIOR TO PERFORMANCE OF ANY WORK.



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Project # 68423-WI01

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PANEL BOARD A									
120/208VOLTS 3 PHASE				SURFACE MOUNTED		RATING 10,000 AIC RATED			
CIRCUIT BREAKER TYPE 400A MLO				LOAD - V. A.		WIRE 400 AMP. BUS		FED FROM	
								METER	
OCT. NO.	EQUIP. NO.	TRIP NO. AMP/POLE	BRK. OPT.	LOAD SERVED	A#	B#	C#	LOAD SERVED	BRK. OPT.
1	#14	70	3	DISHWASHER	5880	5892		PANEL 'B' SUB-FEED	3 100
3					5880	5892			
5					5880	5892			
7	#17	30	3	SOFT SERVE MACHINE	3000	948		REACH-IN FRIDGE	GFCI 1 20
9					3000	948		REACH-IN FRIDGE	GFCI 1 20
11					3000	948		REACH-IN FRIDGE	GFCI 1 20
13	#9	20	1	GFCI REACH-IN FRIDGE	948	2400		HOT FOOD WELL	GFCI 1 30
15	#19	20	1	GFCI HEATED CABINETS	1820	1820		ICE MACHINE	GFCI 1 20
17	#19	20	1	GFCI HEATED CABINETS	1820	1820		COFFEE BREWER	GFCI 1 15
19	#23	15	1	GFCI DRINK DISPENSER	720	600		P.O.S. REGISTER	GFCI 1 20
21	#31	15	1	GFCI COLD FOOD TABLE	612	800		P.O.S. REGISTER	GFCI 1 20
23	#12.1	15	1	GFCI HOT FOOD WELL	590	590		REFRIGERATED CASE	GFCI 1 15
25		20	1	GFCI DIGITAL MENUBOARDS	1000	348		REFRIG. MERCHANDISER	GFCI 1 15
27		30	2	SPARE				SPARE	1 20
29								REFRIG. DISPLAY CASE	GFCI 1 15
31		20	1	SPARE	1140			MAU-1	3 15
33		20	1	SPARE				9.5A MCA	
35		20	1	DUCT SMOKE DETECTORS					
37		60	3	EXISTING RTU-2	6144	5508		EXISTING RTU-1	3 50
39					6144	5508			
41					5508				
				345263411835054		TOTAL VA PER PHASE			
				103698		TOTAL VA			

LOAD DESCRIPTION	DEMAND FACTOR	CONNECTED	DEMAND
LIGHTING	D.F. 1.25	6110	7638
RECEPTACLES	N.E.C. 10K+50% REMAINING	2250	2250
MOTORS	N.E.C. 25%	0	0
KITCHEN EQUIPMENT	N.E.C. 65%	35078	22801
REFRIGERATION/MISC. EQUIP	1.00	18428	18428
WATER HEATER	1.00	0	0
HVAC EQUIPMENT	1.00	41832	41832
TOTAL =		103698	92348
PANELBOARD LOAD =		V.A.92948	
FULL LOAD AMPS =		A. 258	

Breaker Options:	
AS	Powerlink AS Breaker
LO	Handle lock-on device
ST	Shunt Trip Type
AUX	Auxiliary Contacts
PA	Handle Padlock Attachment
GFCI	Ground Fault Circuit Interrupter
HACR	Heating, A/C & Refrigeration
SF	Subfeed
AFCI	Arc Fault Circuit Interrupter

L/O=PROVIDE LOCK-ON DEVICE
C/P=CIRCUIT VIA CONTROL PANEL

PANEL BOARD B									
120/208VOLTS 3 PHASE				SURFACE MOUNTED		RATING 22,000 AIC RATED			
CIRCUIT BREAKER TYPE 100A MCB				LOAD - V. A.		WIRE 100 AMP. BUS		FED FROM EXISTING PANEL 'A'	
OCT. NO.	EQUIP. NO.	TRIP NO. AMP/POLE	BRK. OPT.	LOAD SERVED	A#	B#	C#	LOAD SERVED	BRK. OPT.
1		20	1	EXISTING LTG CIRCUIT	800	480		GAS OVEN	GFCI 1 15
3		20	1	EXISTING LTG CIRCUIT	800	480		GAS OVEN	GFCI 1 15
5		20	1	EXISTING LTG CIRCUIT	800	800		GAS FRYER	GFCI 1 15
7		20	1	KITCHEN LIGHTING	550	800		GAS FRYER	GFCI 1 15
9		20	1	SERVICE COUNTER LTG	550	600		GAS FRYER	GFCI 1 15
11		20	1	PRIVATE DINING ROOM	210	600		GAS FRYER	GFCI 1 15
13	#6	15	1	GFCI WORKTOP FRIDGE	348	758		FRY DUMP	GFCI 1 15
15	#6	15	1	GFCI WORKTOP FRIDGE	348	180		GAS RANGE	GFCI 1 15
17	#8	15	1	GFCI WORKTOP FRIDGE	204	204		WORKTOP FRIDGE	GFCI 1 15
19		20	1	SPARE	456			FOOD WARMERS	GFCI 1 15
21	#10	15	1	GFCI WORKTOP FRIDGE	396	540		HEATED CUTTING BOARD	GFCI 1 15
23		20	1	DATA RACK	500	250		WATER HEATER/RECIRC.	GFCI 1 20
25		20	1	MANAGER'S DESK	250			HOOD LIGHTS/CONTROLS	1 20
27		20	1	SHOW WINDOW REC.	1200	500		HOOD ANSUL SYSTEM	1 20
29		20	1	STOREFRONT SIGN	1200	250		TIMECLOCK	1 20
31		20	1	SPARE				SPARE	1 20
33		20	1	SPARE				SPARE	1 20
35		20	1	SPARE				SPARE	1 20
37		15	3	KEF-1	578	578		KEF-2	3 15
39					578	578			
41					578	578			
				5892 6746 5970		TOTAL VA PER PHASE			
				18608		TOTAL VA			

LOAD DESCRIPTION	DEMAND FACTOR	CONNECTED	DEMAND
LIGHTING	D.F. 1.25	6110	7638
RECEPTACLES	N.E.C. 10K+50% REMAINING	1250	1250
MOTORS	N.E.C. 25%	0	0
KITCHEN EQUIPMENT	N.E.C. 65%	5292	3440
REFRIGERATION/MISC. EQUIP	1.00	2500	2500
WATER HEATER	1.00	0	0
HVAC EQUIPMENT	1.00	3456	3456
TOTAL =		18608	18283
PANELBOARD LOAD =		V.A.18283	
FULL LOAD AMPS =		A. 51	

Breaker Options:	
AS	Powerlink AS Breaker
LO	Handle lock-on device
ST	Shunt Trip Type
AUX	Auxiliary Contacts
PA	Handle Padlock Attachment
GFCI	Ground Fault Circuit Interrupter
HACR	Heating, A/C & Refrigeration
SF	Subfeed
AFCI	Arc Fault Circuit Interrupter

L/O=PROVIDE LOCK-ON DEVICE
C/P=CIRCUIT VIA CONTROL PANEL

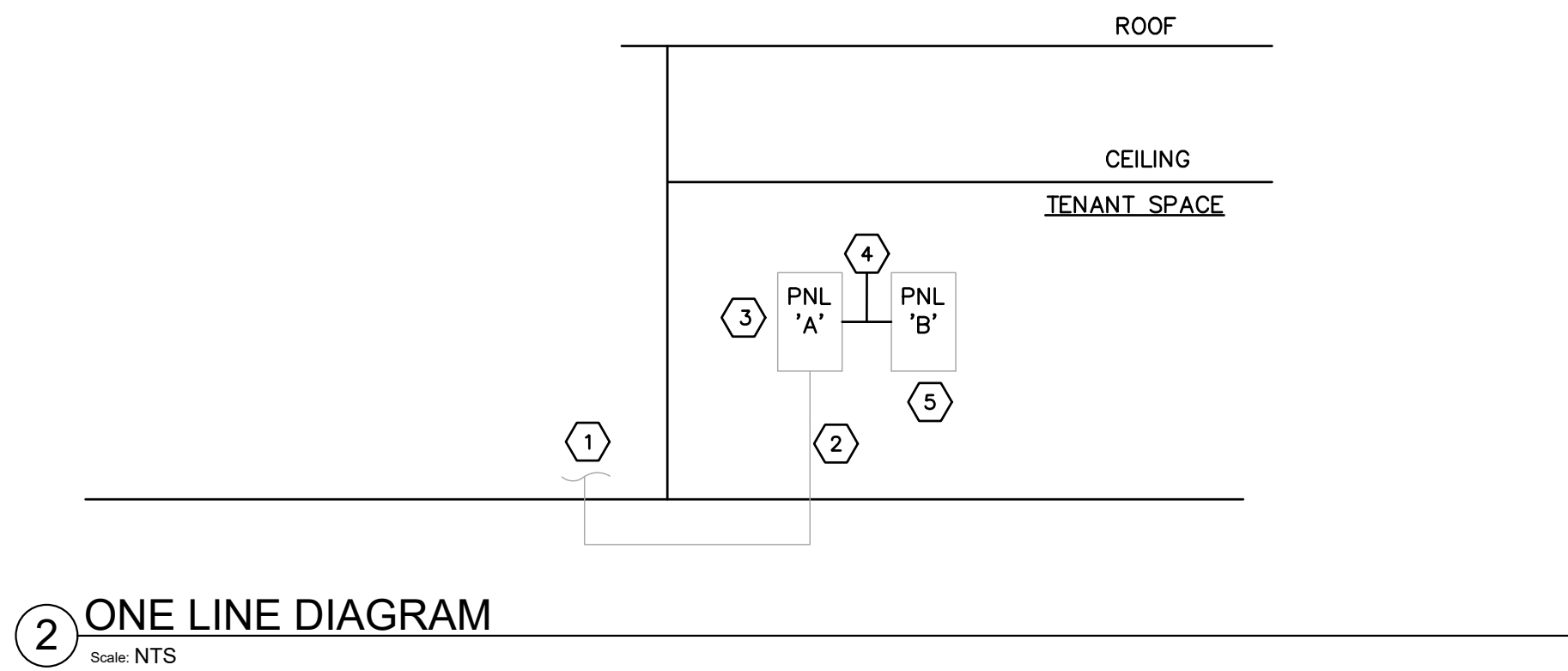
PANEL NOTES:

- EC TO PROVIDE HANDLE TIE ON ALL MULTIWIRE BRANCH CIRCUITS PER N.E.C. 210.4(B).
- ALL SPARE CIRCUIT BREAKERS AND DISCONNECT SWITCHES SHALL BE LEFT IN THE OFF POSITION.
- 'GFCI' NOTATIONS IN PANELBOARD SCHEDULE ARE USED TO IDENTIFY WHAT CIRCUIT REQUIRES GFI PROTECTION. WHERE A GFCI BREAKER IS UNABLE TO BE PROVIDED OR INSTALLED, PROTECTION SHALL BE PROVIDED EITHER AT THE CONNECTED LOAD VIA A GFCI RECEPTACLE (WHERE READILY ACCESSIBLE) OR VIA A DEAD-FRONT GFCI DEVICE LOCATED IN A READILY ACCESSIBLE LOCATION.
- INFORMATION REGARDING THE EXISTING UTILITY SERVICE TO THE BUILDING COULD NOT BE FULLY DETERMINED AT THE TIME OF DESIGN. THE E.C. SHALL FIELD VERIFY CONDITIONS PRIOR TO ANY BID. IF THE VOLTAGE AND AMPERAGE DOES NOT MATCH THAT INDICATED, NOTIFY THE ARCHITECT OF RECORD, ENGINEER OF RECORD PRIOR TO BID.
- NEW BREAKERS IN EXISTING PANELS SHALL BE OF THE SAME MANUFACTURER OF THE EXISTING PANELBOARD, BE OF A LETTER TYPE LISTED BY THE MANUFACTURER TO MAINTAIN THE 'UL' LISTING OF THE EXISTING PANELBOARD, AND SHALL MEET OR EXCEED THE FAULT CURRENT RATING OF EXISTING BREAKERS IN THE PANELBOARD. SEE KEY NOTE #3 BELOW FOR ADDITIONAL INFORMATION.
- TEXT IN THE PANEL SCHEDULE INDICATED IN A LIGHT COLORED OR 'GRAY' FONT IS WHERE EXISTING WORK IS INTENDED TO REMAIN IN PLACE, AND AN EXISTING CIRCUIT OR BREAKER IS TO BE MAINTAINED IN THE SAME POSITION. TEXT IN DARK FONT IS WHERE NEW WORK IS TO BE PROVIDED, AND A NEW CIRCUIT OR BREAKER IS TO BE PROVIDED.

ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
GC	GENERAL CONTRACTOR
EC	ELECTRICAL CONTRACTOR
MC	MECHANICAL CONTRACTOR
WP	WEATHERPROOF
NL	NIGHT LIGHT (CONNECT TO UNSWITCHED LEG OF CIRCUIT NOTED)
ST	SHUNT TRIP CIRCUIT
AFF	ABOVE FINISHED FLOOR
UNO	UNLESS NOTED OTHERWISE
TTB	TELEPHONE TERMINAL BOARD
PROVIDE	FURNISH AND INSTALL COMPLETE
Ⓜ	JUNCTION BOX, MOUNTING HEIGHT
Ⓜ	20A, 1P, 125V, GROUNDING TYPE DUPLEX RECEPTACLE (+18" AFF UNO)
Ⓜ	20A, 1P, 125V, GFCI TYPE DUPLEX RECEPTACLE (+18" AFF UNO)
Ⓜ	20A, 1P, 125V, GROUNDING TYPE DOUBLE DUPLEX RECEPTACLE
Ⓜ	SPECIAL NEMA RECEPTACLE - REFER TO DRAWING NOTES
Ⓜ	CEILING MOUNTED EXHAUST FAN
Ⓜ	DISCONNECT SWITCH: 30 AMP, NON-FUSED, 3 POLE
\$	LIGHT SWITCH
\$3	LIGHT SWITCH (3 WAY)
\$4	LIGHT SWITCH (4 WAY)
\$os	WALL MOUNTED OCCUPANCY SENSOR SWITCH AT 3'-6" AFF TO CENTERLINE (WATT STOPPER #WS250-WH)
Ⓜ	CEILING MOUNTED OCCUPANCY SENSOR SWITCH (WATT STOPPER #DT-355)
Ⓜ	DAYLIGHTING SENSOR
Ⓜ	DIMMER SWITCH
Ⓜ	COMMUNICATIONS JUNCTION BOX FOR DATA/COMM. DEVICE PLATE. EC TO ROUTE 3/4" CONDUIT WITH PULL STRING TO 6" ABOVE ACCESSIBLE CEILING AND BEND AT 90° TOWARDS TTB. EC TO PROVIDE PLASTIC BUSHING ON END OF CONDUIT.
+12"	12" ABOVE FINISHED FLOOR TO CENTERLINE
F Ⓜ	LIGHTING FIXTURE SWITCHING DESIGNATION - LETTER 'F' INDICATES THE FIXTURE TYPE (SEE FIXTURE SCHEDULE) THE NUMBER 'S' INDICATES THE CIRCUIT IN THE PANEL NOTED AND THE LOWER CASE LETTER 'o' INDICATES THE SWITCH LEG TO CONNECT THE FIXTURE TO.
CL2	CURRENT LIMITING DEVICE, THE NUMBER DESIGNATES THE DESIGN AMPERAGE RATING AS DESIGNATED BY THE TRACK MANUFACTURER.
Ⓜ	ELECTRICAL PANELBOARD - INSTALLED SUCH THAT BOTTOM OF ENCLOSURE IS MIN. 24" FROM THE FLOOR, AND THAT TOP OF PANELBOARD DOES NOT EXCEED 64". SEE PANEL SCHEDULE DETAILS FOR AMPERAGE, VOLTAGE AND CIRCUITS.
Ⓜ	MOTORIZED DAMPERS AS INDICATED BY MECHANICAL DRAWINGS.
Ⓜ	DUCT MOUNTED SMOKE DETECTION DEVICE AS INDICATED BY MECHANICAL DRAWINGS

- NOTES:
- ALL SWITCHES, COVER PLATES, RECEPTACLES SHALL BE 'WHITE' OR AS DIRECTED BY OWNER IN CUSTOMER FACING AREAS. COVER PLATES SHALL BE STAINLESS STEEL IN KITCHEN OR BAR AREAS.
 - TELEPHONE SERVICE SHALL BE THREE (3) LINE SERVICE AS FOLLOWS:
LINE 1 SHALL BE PRIMARY TELEPHONE LINE.
LINE 2 SHALL BE ROLLOVER TELEPHONE LINE & FAX LINE.
LINE 3 SHALL BE FAX & DATA LINE.
 - SIGNAGE INSTALLATION:
THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE MOUNTING OF THE TRANSFORMERS AND FINAL ELECTRICAL CONNECTION OF THE OWNER PROVIDED EXTERIOR BUILDING AND INTERIOR SIGNAGE. ALL SIGNS SHALL BE ON INDIVIDUAL DEDICATED CIRCUITS W/DEDICATED GROUNDS.



KEYED NOTES

- EXISTING SERVICE ENTRANCE EQUIPMENT TO REMAIN. INFORMATION REGARDING THE SERVICE ENTRANCE, METERING, ANY LANDLORD EQUIPMENT, LOCATION OF EQUIPMENT, AND SERVICE AMPERAGE WAS UNKNOWN AT THE TIME OF DESIGN. VERIFY EXISTING CONDITIONS AND COORDINATE WORK WITH LANDLORD AND UTILITY COMPANY.
- ELECTRICAL FEEDERS SERVING TENANT ELECTRICAL PANEL ARE EXISTING TO REMAIN.
- EXISTING PANELBOARD 'A' TO REMAIN, PROVIDE ANY ELECTRICAL REPAIRS AND REPLACEMENTS REQUIRED. E.C. SHALL VERIFY AVAILABLE FAULT CURRENT PRIOR TO ANY WORK AS PART OF POWER SYSTEMS STUDY. IF THE AVAILABLE FAULT CURRENT EXCEEDS 10KAIC AT THE PANELBOARD, E.C. SHALL PROVIDE NEW BREAKERS RATED TO WITHSTAND THE AVAILABLE FAULT CURRENT. IF AVAILABLE FAULT CURRENT EXCEEDS 22KAIC AT THE PANELBOARD, E.C. SHALL PROVIDE A SERIES RATED SYSTEM BETWEEN THE PANELBOARD AND THE UPSTREAM OVERCURRENT PROTECTIVE DEVICE, EITHER BY COMBINATION OF BREAKERS OR FUSES, TO SERIES RATE DOWN TO 22KAIC.
- E.C. SHALL INTERCEPT EXISTING CONDUCTOR AND EXTEND TO NEW PANELBOARD 'B'. NEW CONDUCTORS AND CONDUIT SHALL BE EQUAL TO EXISTING.
- PROVIDE NEW ELECTRICAL PANELBOARD 'B' IN PLACE OF EXISTING. PROVIDE NEW CONDUIT AND WIRE AS REQUIRED TO EXTEND AND RE-CONNECT EXISTING LIGHTING CIRCUITS TO NEW PANEL 'B'.



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#	Description	Date
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12/11/2024

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Client Approval

Project # 68423-WI01

Issue Date 12/11/2024

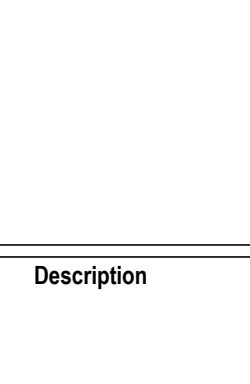
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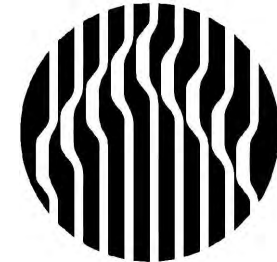
Drawn by

Checked by

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MECHANICAL SPECIFICATIONS

- | | | | |
|--|---|--|---|
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CERTIFICATE OF AUTHORITY NO. 4554-11</div> </div> </div> <div>  <div> <div>Nino's Southern Ideas</div> </div> </div> <div>  <div> <div>MATTHEW R. CASE</div> <div>49681</div> <div>ST. LOUIS</div> <div>MO</div> <div>PROFESSIONAL ENGINEER</div> </div> </div> <div> <div>12/11/2020</div> <div>These drawings/specifications are the property of Oculus Inc. They are loaned as contract documents only. The seal(s) and signature(s) apply only to the documents to which they are affixed, and do not constitute a warranty or certification of the performance of the products and materials beyond those provided by their respective manufacturers.</div> <div>© 2020 Oculus Inc.</div> </div> </div> | <div> <div> <div>CONSTRUCTION, PROVIDE FILTERS IN EQUIPMENT AND ON RETURN AIR DUCT THROUGH ROOF WITH ALUMINUM PIPE HOOD, PATE CURB MODEL "PHA-2" WITH 14" TALL MODEL "PC-2" CURB. SEAL PIPE THROUGH CURB WEATHER-TIGHT.</div> <div>ROUTE PIPE THROUGH ROOF WITH ALUMINUM PIPE HOOD, PATE CURB MODEL "PHA-2" WITH 14" TALL MODEL "PC-2" CURB. SEAL PIPE THROUGH CURB WEATHER-TIGHT.</div> <div>ON HYDRONIC PIPING, PROVIDE MANUAL AIR VENTS AT ALL HIGH POINTS TO ALLOW BLEEDING OF AIR FROM THE SYSTEM, AND BALL VALVES WITH HOSE END DRAIN FITTINGS AT ALL LOW POINTS TO ALLOW DRAINING THE SYSTEM.</div> <div>PRIOR TO INSTALLING EQUIPMENT/APPLIANCES, CAREFULLY CONSIDER FILL REQUIREMENTS OF CONDENSATE DRAIN PIPE. PROVIDE MINIMUM 1/8" / FOOT SLOPE. EXTEND CONDENSATE DRAIN PIPE TO AN APPROVED RECEPTOR AND TERMINATE VIA AN INDIRECT CONNECTION.</div> <div>ALL HOLES REQUIRED THROUGH EXISTING FLOORS AND MASONRY WALLS SHALL BE CORE DRILLED.</div> </div> <div> <div>COMPLETION OF WORK</div> <div>UPON COMPLETION OF WORK, INSPECT INSTALLATION OF ALL EQUIPMENT AND SYSTEMS. OPEN ALL ACCESS COVERS ON EQUIPMENT. REMOVE ALL SURPLUS MATERIALS AND DEBRIS AND PROPERLY DISPOSE OF SAME.</div> </div> <div> <div>TESTING, ADJUSTING, & BALANCING</div> <div>PRIOR TO EQUIPMENT START-UP, REMOVE COVERS, CAPS, OR PLUGS ON DUCT AND PIPING.</div> <div>UPON COMPLETION OF WORK, MC SHALL PROVIDE HVAC TESTING: <ul style="list-style-type: none"> AFTER INSTALLING EQUIPMENT AND AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, TEST UNITS FOR COMPLIANCE WITH REQUIREMENTS. INSPECT FOR AND REMOVE SHIPPING BOLTS, BLOCKS, AND TIE-DOWN STRAPS. OPERATIONAL TEST: AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, START UNITS TO CONFIRM PROPER MOTOR ROTATION, BELT TENSION, DAMPER FUNCTION, COOLING FUNCTION, HEATING FUNCTION, AND UNIT OPERATION. TEST AND ADJUST CONTROLS AND SAFETIES. REPLACE DAMAGED AND MALFUNCTIONING CONTROLS AND EQUIPMENT. REMOVE AND REPLACE MALFUNCTIONING UNITS AND RETEST AS SPECIFIED ABOVE. SUBMIT TESTING REPORT TO ARCHITECT (ENGINEER). </div> <div>UPON COMPLETION OF WORK, PROVIDE AN HVAC TESTING, ADJUSTING, AND BALANCING REPORT PERFORMED BY AN INDEPENDENT CONTRACTOR CERTIFIED BY AABC, NEBB, OR TABB. BALANCE SYSTEMS WITHIN 10% OF DESIGN FLOW. TAB SHALL BE PERFORMED IN STRICT ACCORDANCE WITH SMACNA'S "TAB PROCEDURAL GUIDE". LATEST EDITION. MC SHALL BE PRESENT DURING TAB SHOULD ANY CORRECTIONS BE REQUIRED.</div> </div> </div> | <div> <div> <div>CLOSEOUT - AT CONSTRUCTION COMPLETION AND PRIOR TO TURNOVER TO OWNER (TENANT)</div> <div>PROVIDE FINAL MARK-UPS IN PDF (DWG) FORMAT TO ARCHITECT AND ENGINEER.</div> <div>PROVIDE A SIGNED CERTIFICATE OF INSPECTION AT THE PROJECT COMPLETION.</div> <div>PROVIDE THE OWNER WITH A BOUND OWNER'S MANUAL. THE MANUAL SHALL CONSIST OF A THREE-RING LOOSE-LEAF BINDER CONTAINING ALL PRINTED MATERIAL FOR INSTALLED EQUIPMENT INCLUDING BUT NOT LIMITED TO: WARRANTY INFORMATION, SERVICE AND CLEANING INSTRUCTIONS, NOTICES TO OWNER, OPERATING MANUALS, AND MAINTENANCE INSTRUCTIONS.</div> <div>TRAIN THE OWNER IN THE THERMOSTATS FUNCTIONS AND OPERATING THE EQUIPMENT USING THE THERMOSTATS. CONTRACTOR SHALL PROGRAM THE THERMOSTATS PER THE OWNER'S TIME SCHEDULES AND SETPOINTS.</div> </div> <div> <div>WARRANTY</div> <div>ON ALL WORK INCLUDED IN THIS CONTRACT, PROVIDE ONE (1) YEAR UNCONDITIONAL WRITTEN WARRANTY FOR LABOR, EQUIPMENT, AND MATERIALS TO REPLACE ALL FAULTY MATERIALS AND/OR LABOR, AT NO COST TO OWNER, BEGINNING ON DATE OF ACCEPTANCE BY OWNER.</div> <div>WITHIN THE WARRANTY PERIOD, DURING THE OPPOSITE SEASON (HEATING/COOLING) FROM THAT IN WHICH THE INITIAL ADJUSTMENTS WERE MADE, THIS CONTRACTOR SHALL MAKE AN INSPECTION OF THE INSTALLED BUILDING SYSTEMS. AT THIS INSPECTION, WITH SYSTEMS OPERATING, THIS CONTRACTOR SHALL MAKE ANY NECESSARY MODIFICATIONS TO THE INITIAL ADJUSTMENTS REQUIRED TO PRODUCE OPTIMUM OPERATION OF THE SYSTEM COMPONENTS, TO PRODUCE THE PROPER CONDITIONS IN EACH SPACE.</div> </div> </div> | <div> <div> <div>END OF SPECIFICATIONS --</div> </div> </div> |
| | | | |
| <div> <div>GENERAL CONDITIONS OF THE GENERAL SPECIFICATIONS, AND ALL APPLICABLE INSTRUCTIONS TO BIDDERS SHALL BE PART OF THESE SPECIFICATIONS.</div> <div>"PROVIDE" AS USED HEREIN MEANS TO FURNISH AND INSTALL COMPLETE.</div> <div>"FURNISH" AS USED HEREIN MEANS TO PURCHASE AND DELIVER TO THE PROJECT SITE IN UNDAMAGED CONDITION, WHERE APPLICABLE, SUBMIT FOR REVIEW AND APPROVAL AND COORDINATE WITH THE CONTRACT DOCUMENTS.</div> <div>"INSTALL" AS USED HEREIN MEANS TO STORE AND PROTECT FROM DAMAGE, INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS, AND MAKE ALL CONNECTIONS COMPLETE.</div> <div>THE TERM "CONTRACTOR" AS USED HEREIN MEANS ANY CONTRACTOR OR SUBCONTRACTOR CONTRACTED TO PERFORM WORK INCLUDED IN AND DEFINED BY THIS SECTION.</div> <div>MECHANICAL WORK SHALL BE PROVIDED IN STRICT COMPLIANCE WITH THE WISCONSIN MECHANICAL CODE 2015, AND ALL APPLICABLE LOCAL ORDINANCES, STATE LAWS AND FEDERAL LAWS.</div> </div> | <div> <div> <div>REQUEST CLARIFICATION IN A WRITTEN "REQUEST FOR INFORMATION" (RFI). RFI SHALL BE ISSUED WITHOUT DELAY AND PRIOR TO PROCEEDING WITH ANY RFI-SUBJECT WORK. RFI NOT CLARIFIED PRIOR TO BID SHALL BE PROVIDED PER THE ARCHITECT (ENGINEER) IN STRICT ACCORDANCE WITH THE MOST STRINGENT MATERIALS, EQUIPMENT, AND SCOPE OF WORK, AT NO ADDITIONAL COST TO THE OWNER.</div> <div>PROVIDE ASSISTING FOR ALL MATERIALS AND EQUIPMENT FURNISHED AND/OR INSTALLED, IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL RULES AND REGULATIONS.</div> <div>INSTALL ALL WORK AND EQUIPMENT RIGID, DEAD LEVEL, PLUMB, AND TRUE-TO-LINE, UNLESS NOTED OTHERWISE, SUPPORT AND MOUNTING OF EQUIPMENT, DUCT, PIPING, ETC., ARE THIS CONTRACTOR'S MEANS AND METHODS. THE CONTRACTOR SHALL UNDERSTAND THE SPECIFIED AND SCHEDULED EQUIPMENT AND MATERIALS AND MEANS AND METHODS OF INSTALLATION. THIS CONTRACTOR SHALL PROVIDE ALL ACCESSORIES REQUIRED FOR PROPER SUPPORT WHEN SHOWN ON THE DRAWINGS OR NOT. IF SUPPORTS ARE REQUIRED, CONTRACTOR SHALL SUBMIT DRAWINGS TO THE ARCHITECT FOR APPROVAL.</div> <div>PROVIDE ACCESSORY MOUNTING HARDWARE INCLUDING BUT NOT LIMITED TO STRUCTURAL STEEL, STRUT SYSTEMS, ALL THREAD RODS, AND BRACES, AS REQUIRED TO MOUNT EQUIPMENT. PROVIDE STEEL SHAPES AND FRAMES TO SUPPORT EQUIPMENT WHERE NEEDED. ALL SYSTEMS SHALL BE SUPPORTED INDEPENDENT OF AND ISOLATED FROM EQUIPMENT VIBRATION.</div> <div>PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' PRINTED INSTALLATION AND MAINTENANCE LITERATURE. COMPONENTS REQUIRING PERIODIC MAINTENANCE OR ADJUSTMENTS SHALL BE INSTALLED AS TO PERMIT ACCESS WITHOUT DAMAGE TO STRUCTURE, FINISHES, OR OTHER EQUIPMENT.</div> <div>PROVIDE ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED FOR THE REINSTALLATION AND RE-SUPPORT OF EXISTING SERVICES (DUCTWORK, ELECTRICAL CONDUIT, PIPING, EXISTING EQUIPMENT, ETC.) DISTURBED BY THE INSTALLATION OF NEW WORK UNDER THIS CONTRACT, INCLUDING THE WORK OF OTHER TRADES.</div> <div>DEMOLITION: REFER TO THE ARCHITECTURAL DRAWINGS FOR THE GENERAL SCOPE OF DEMOLITION. THIS CONTRACTOR SHALL DISCONNECT AND CAREFULLY REMOVE ALL EXISTING HVAC EQUIPMENT LOCATED IN DEMOLISHED AREAS INCLUDING ROOF, PLENUMS, CEILING, WALLS, AND FLOORS. U.N.O., DISCONNECT AND REMOVE EXISTING HVAC SYSTEMS INCLUDING EQUIPMENT, CURBS, DUCTS, INSULATION, AIR DEVICES, AND PIPING LOCATED IN THESE AREAS, ALL HVAC SYSTEM COMPONENTS INCLUDING AIR TERMINAL UNITS, FANS, MOTORS, CONTROL DEVICES AND SENSORS, DAMPERS, ACTUATORS, HANGERS, RESTRAINTS, MOUNTING HARDWARE, ETC., SHALL BE REMOVED AND LEGALLY DISPOSED OF BY THIS CONTRACTOR.</div> <div>UNLESS NOTED OTHERWISE, ABANDONMENT IN PLACE (AIP) IS NOT ACCEPTABLE. UNUSED EQUIPMENT, DUCT, PIPING, AND OTHER COMPONENTS WITHIN OR SERVING AREAS BEYOND GENERAL SCOPE MUST BE REMOVED TO POINT OF ORIGIN. ENDS OF SYSTEMS BEYOND GENERAL SCOPE OF DEMOLITION MAY BE ABANDONED ONLY WITH WRITTEN APPROVAL OF ARCHITECT (ENGINEER), WHERE THESE ABANDONED ENDS TERMINATE, TRIM CLEANLY AND PROPERLY CAP OR SEAL IN AN APPROVED MANNER, LEAVING TERMINATION SAFE AND SECURE BEHIND NEW FINISHES. MAINTAIN SYSTEM CONTINUITY TO ALL SYSTEMS SERVING AREAS BEYOND GENERAL DEMOLITION, AS NEEDED. THIS INCLUDES BUT IS NOT LIMITED TO REMOVAL, MODIFICATION AND/OR REINSTALLATION OF EQUIPMENT, AS NEEDED. COMPLETION OF THIS PROJECT SHALL INCLUDE RETURNING THESE ADJACENT AREAS TO FULLY FUNCTIONING OPERATION.</div> <div>CONTRACTOR SHALL PROVIDE DAILY CLEAN-UP, REMOVAL AND LEGAL DISPOSAL OF ALL RUBBISH GENERATED BY THIS WORK.</div> <div>AS-BUILT DRAWINGS: DURING CONSTRUCTION, AS WORK PROCEEDS, MAINTAIN AS-BUILT MARK-UPS OF ACTUAL INSTALLATION. AT CONSTRUCTION COMPLETION AND PRIOR TO TURNOVER TO OWNER, PROVIDE FINAL MARK-UPS IN PDF AND DWG FORMAT TO ARCHITECT AND ENGINEER.</div> <div>PROVIDE FINAL CONNECTIONS TO EQUIPMENT FURNISHED/PROVIDED BY OTHERS, AS NOTED (GAS FIRED EQUIPMENT, COMMERCIAL KITCHEN EQUIPMENT, LAUNDRY EQUIPMENT, ETC.).</div> <div>DO NOT ROUTE ANY PIPING OR DUCTWORK ABOVE ELECTRICAL PANELS.</div> <div>UNLESS NOTED OTHERWISE, ALL DUCT AND PIPE SHALL BE RUN PARALLEL TO OR AT RIGHT ANGLES TO WALLS, BEAMS, OR COLUMNS. PIPE SHALL BE RUN AS DIRECT AS POSSIBLE - AVOID UNNECESSARY OFFSETS AND MAXIMIZE HEADROOM.</div> <div>PRIOR TO ORDERING EQUIPMENT, THIS CONTRACTOR SHALL PROVIDE FINAL COORDINATION OF ELECTRICAL POWER REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.</div> <div>CONTRACTOR SHALL MAINTAIN ACTIVITIES WITHIN AREA APPROVED BY OWNER OR GC. CONTRACTOR'S ACTIVITIES SHALL NOT INTERFERE WITH THE OWNER'S OPERATIONS, EXCEPT AS APPROVED.</div> <div>EXCEPT THOSE COORDINATED AND APPROVED BY THE G.C., CONTINUITY OF ALL BUILDING SERVICES AND UTILITIES SERVING BUILDING FACILITIES SHALL BE MAINTAINED UNINTERRUPTED AT NO ADDITIONAL COST. PROVIDE ALL NECESSARY CROSS CONNECTIONS AND TEMPORARY CONNECTIONS REQUIRED TO PERFORM THE CONSTRUCTION, AS DETERMINED BY THE G.C., AND NEEDED TO MAINTAIN CONTINUITY OF THE BUILDING SERVICE(S). THIS CONTRACTOR SHALL SCHEDULE WORK SUCH THAT ANY AND ALL CONNECTIONS, AND/OR REARRANGEMENT OF EXISTING EQUIPMENT, PIPING, ETC., SHALL ASSURE FULL RESUMPTION OF SERVICE(S) AT THE G.C.'S DESIGNATED TIME.</div> </div> </div> | <div> <div> <div>MATERIALS AND WORKMANSHIP</div> <div>ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE NEW U.N.O., FREE OF DEFECTS, AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS AND DETAILS, AND INDEPENDENTLY TESTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY - UNDERWRITERS LABORATORIES (UL) OR INTERTEK (ETL). ALL LIKE MATERIALS USED SHALL BE OF THE SAME MANUFACTURE AND QUALITY U.N.O.</div> <div>ALL MATERIALS WITHIN PLENUMS SHALL BE NONCOMBUSTIBLE OR SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE DEVELOPED INDEX OF NOT MORE THAN 50 WHEN TESTED IN ACCORDANCE WITH ASTM E84 OR UL 723. ALL MATERIALS INSTALLED IN PLENUM SPACES SHALL BE LISTED AND LABELED FOR SUCH APPLICATION.</div> <div>ALL WORK SHALL BE SUPERVISED BY THE INSTALLING CONTRACTOR'S COMPETENT AND SKILLED FOREMAN. ALL WORK SHALL BE PERFORMED BY COMPETENT AND SKILLED WORKERS, WITH ALL TRADE AND MANUFACTURER REQUIRED TRAINING, AND EXECUTED IN A NEAT AND WORKMANLIKE MANNER. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE BEST QUALITY STANDARDS OF THE TRADE AND IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL CODES AND STANDARDS, INCLUDING APPLICABLE OSHA REGULATIONS. PROPERLY PROTECT WORK DURING CONSTRUCTION. AT CONSTRUCTION COMPLETION, THOROUGHLY CLEAN WORK AND REMOVE ALL DEBRIS FROM THE PREMISES.</div> </div> <div> <div>PROTECTION OF WORK AND PROPERTY</div> <div>PROTECT ALL WORK FROM DAMAGE AND PROTECT THE OWNER'S PROPERTY FROM DIRT, DAMAGE, OR LOSS ARISING FROM CONTRACTOR WORK.</div> <div>COMPLY WITH OSHA REQUIREMENTS AND TAKE ALL NECESSARY PRECAUTIONS FOR EMPLOYEE SAFETY.</div> <div>PROTECT ALL OPEN PIPING, DUCT, AND EQUIPMENT EXISTING AND NEW FROM CONSTRUCTION DIRT AND DUST. COVER, CAP, OR PLUG OPEN ENDS OF PIPING AND DUCT. KEEP EQUIPMENT CLOSED OR COVER AND SEAL EQUIPMENT OPENINGS. ANY MECHANICAL SYSTEMS, NEW AND/OR EXISTING OPERATED DURING CONSTRUCTION SHALL BE PROTECTED BY COVERING EACH RETURN AIR DUCT OPENING WITH MERV 8 FILTERS AND INSTALLING MERV 8 FILTER(S) IN EQUIPMENT FILTER RACK. PRI</div></div></div> | |



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MECHANICAL FLOOR PLAN

Project # 68423-WI01

Issue Date 12/11/2024

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Drawn by

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MECHANICAL SYMBOLS LEGEND	
	THERMOSTAT
	FLEXIBLE DUCT
	VOLUME DAMPER
	FIRE DAMPER
	CEILING SUPPLY AIR DIFFUSER
	CEILING RETURN AIR GRILLE
	SIDEWALL AIR DIFFUSER OR GRILLE
	NEW DUCTWORK
	EXISTING DUCTWORK
	CONDENSATE DRAIN
	GAS PIPING
	PIPE TURNING DOWN
	PIPE TURNING UP
	BALL VALVE
	GATE VALVE
	CONNECTION OF NEW TO EXISTING
	CHECK VALVE
	GAS COCK
	UNION
	PRESSURE GAUGE
	STRAINER
	ABOVE FINISHED FLOOR
	AIR DEVICE #
	CFM
	TURNING VANES
	S - SUPPLY
	R - RETURN
	E - EXHAUST

KEYED NOTES

- EXISTING 7-DAY PROGRAMMABLE THERMOSTAT AND RELATED WIRING TO REMAIN. VERIFY EXACT LOCATION AND OPERATION IN FIELD.
- WALL MOUNTED REMOTE ZONE TEMPERATURE SENSOR SHALL BE MOUNTED AT 48" AFF, AND WIRED BACK TO RESPECTIVE PROGRAMMABLE THERMOSTAT. COORDINATE PLACEMENT WITH WALL DECOR AND EQUIPMENT. FIELD VERIFY WITH THE OWNER'S REPRESENTATIVE FOR THE FINAL LOCATION PRIOR TO INSTALLATION.
- PROVIDE GALVANIZED STEEL DUCTWORK, SIZES AS NOTED ON DRAWINGS. DUCTWORK SIZES ARE SHEET METAL SIZES. CONCEALED DUCTWORK TO BE INSULATED WITH A MINIMUM OF R-8 INSULATION. ALL EXPOSED ROUND DUCT SHALL BE SPIRAL GALVANIZED SHEET METAL, DOUBLE WALL, SEPARATED WITH 1" THICK INSULATION, INNER WALL SHALL BE PERFORMED.
- MAXIMUM FIVE (5) FEET OF FLEXIBLE DUCT. FLEX DUCT SHALL NOT BE USED IN LIEU OF RIGID ELBOWS OR FITTINGS.
- IF NOT EXISTING PROVIDE R.A. DUCT MOUNTED SMOKE DETECTOR. SMOKE DETECTOR SHALL BE INTERLOCKED TO DE-ENERGIZE UNIT UPON DETECTION OF SMOKE. POWER WIRING BY ELECTRICAL CONTRACTOR. COORDINATE WITH ELECTRICAL DRAWINGS/ CONTRACTOR.
- EXISTING DUCTWORK IN THIS AREA TO BE REUSED. MECHANICAL CONTRACTOR SHALL VERIFY EXISTING DUCTWORK DIMENSIONS. NOTIFY ENGINEER OF DEFICIENCIES. PATCH AND SEAL ALL UNUSED OPENINGS IN DUCTWORK WITH INSULATED BLANKS.
- EXISTING AIR DEVICE TO REMAIN. REBALANCE TO CFM INDICATED. CLEAN AND PROVIDE MAINTENANCE AS REQUIRED FOR PROPER OPERATION. PROVIDE NEW BRANCH DUCTWORK IF REQUIRED.
- EXISTING ROOF TOP UNIT (XRTU-1,2) TO REMAIN. VERIFY PROPER OPERATION AND LOCATION IN FIELD.
- EXISTING BATHROOM EXHAUST FAN (XEF-1,2) TO REMAIN. CLEAN TO LIKE NEW CONDITION AND REBALANCE TO CFM SHOWN.
- 22"x10" EXHAUST RISER UP FROM HOOD COLLAR. EXTEND TYPE 1 EXHAUST DUCTWORK, FULL SIZE OF RISER, UP TO EXHAUST FAN ON ROOF. REFER TO DETAIL EXHAUST FAN AND TYPE 1 DUCT DETAILS. REFER TO HOOD PLANS FOR ADDITIONAL INFORMATION. MECHANICAL CONTRACTOR TO UTILIZE TYPE-1 WELDED EXHAUST DUCT AND 2-HR FIRE BARRIER DUCT WRAP.
- SUPPLY DUCT RISER UP FROM 140" DUCT COLLAR (TYPICAL OF 6), EXTEND DUCT TO MAIN SUPPLY DUCT, AND BALANCE TO CFM INDICATED ON SHEET H1-01.
- EXHAUST HOOD TO BE FURNISHED BY OWNER, INSTALLED BY MECHANICAL CONTRACTOR. SEE DETAILS AND HOOD DRAWINGS FOR ADDITIONAL INFORMATION. VOLUME OF EXHAUST PER U.L. LISTING FOR HOOD. SEE ARCHITECTURAL DRAWINGS FOR HOOD MOUNTING LOCATION AND DIMENSIONS.
- PROVIDE FIRE SUPPRESSION SYSTEM FOR HOOD. MECHANICAL CONTRACTOR SHALL INSTALL NEW FIRE SUPPRESSION GAS VALVE AND MAKE ALL ELECTRICAL CONNECTIONS. GC TO PROVIDE FINAL FIRE SYSTEM HOOKUP.
- 18"x16" MAKE-UP AIR SUPPLY DUCT UP THROUGH ROOF TO MAKE-UP AIR UNIT LOCATED ON ROOF.

PLAN
NORTH

1 MECHANICAL FLOOR PLAN
1/4" = 1'-0"





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MECHANICAL ROOF PLAN

Project # 68423-WI01

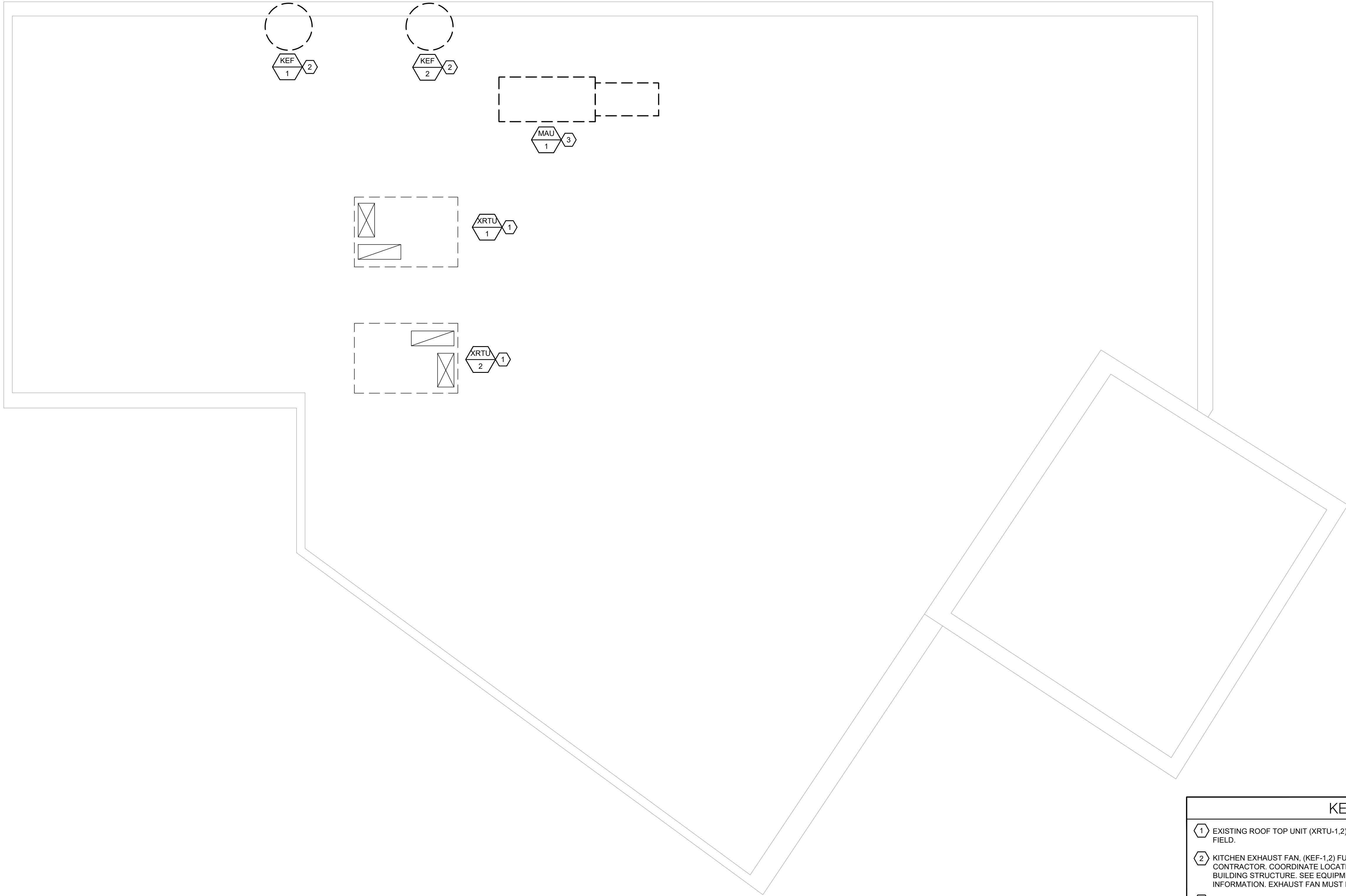
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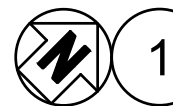
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PLAN
NORTH



MECHANICAL ROOF PLAN

1/4" = 1'-0"



MECHANICAL UNIT SUPPORT

RELATED TO STRUCTURAL SUPPORT:
ALL NEW, REPLACEMENT, AND/OR RELOCATED MECHANICAL UNIT(S), KITCHEN EXHAUST HOOD(S), MAKE-UP AIR UNIT(S), ELECTRICAL TRANSFORMER(S), WATER HEATER(S), INCLUDING ANY CURB(S) AND/OR CURB ADAPTOR(S)/TRANSITION CURB(S) (WHERE APPLICABLE), ARE SHOWN FOR "REFERENCE-ONLY".

ADEQUACY OF THE STRUCTURE'S ABILITY TO SUPPORT ANY OR ALL OF THESE SYSTEMS OR COMPONENT WEIGHTS, INCLUDING THE EFFECTS OF DEFLECTION, POTENTIAL FOR PONDING, SNOW DRIFTING (AS APPLICABLE), WIND LOADING AND SEISMIC LOADING HAS NOT BEEN EVALUATED BY CASE ENGINEERING, INC. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUACY AND CODE COMPLIANCE OF EXISTING STRUCTURE TO SUPPORT PROPOSED NEW EQUIPMENT.

KEYED NOTES

- EXISTING ROOF TOP UNIT (XRTU-1,2) TO REMAIN. VERIFY PROPER OPERATION AND LOCATION IN FIELD.
- KITCHEN EXHAUST FAN, (KEF-1,2) FURNISHED BY OWNER, INSTALLED BY MECHANICAL CONTRACTOR. COORDINATE LOCATION OF EXHAUST FAN WITH ARCHITECTURAL DRAWINGS AND BUILDING STRUCTURE. SEE EQUIPMENT SCHEDULE, AND HOOD DRAWINGS FOR ADDITIONAL INFORMATION. EXHAUST FAN MUST BE AT LEAST 10'-0" FROM ALL OUTDOOR AIR INTAKES.
- MAKE UP AIR UNIT, (MAU-1), FURNISHED BY OWNER, INSTALLED BY MECHANICAL CONTRACTOR. COORDINATE LOCATION IN FIELD WITH ARCHITECTURAL DRAWINGS AND STRUCTURAL DRAWINGS. SEE EQUIPMENT SCHEDULE AND FANHOOD DETAILS FOR ADDITIONAL INFORMATION.

AIR DEVICE SCHEDULE							
PLAN MARK	MANUFACTURER	MODEL	MATL	NECK SIZE	FRAME TYPE	PANEL SIZE	REMARKS
S1	TITUS	OMNI	ST	SCHED	LAY-IN	24"x24"	1,2
S2	TITUS	300FL	ST	12"x8"	DUCT MOUNTED	14"x10"	2,3
S3	TITUS	PAS	ST	SCHED	LAY-IN	24"x24"	1,2
R1	TITUS	PAR	ST	22"x22"	LAY-IN	24"x24"	2
T1	TITUS	350RL	ST	12"x12"	FLANGED	14"x14"	2
XS	EXISTING	-	-	-	-	-	4
1. BRANCH DUCT SAME DIAMETER AS GRILLE NECK SIZE. 2. TO BE PAINTED AS NOTED ON ARCH SHEETS. 3. PROVIDE WITH FACTORY BALANCING DAMPER IN GRILLE NECK. 4. EXISTING AIR DEVICE TO REMAIN. SEE FLOOR PLAN, CONTRACTOR SHALL CLEAN AIR DEVICE TO LIKE NEW CONDITION AND BALANCE TO SCHEDULED AIRFLOW. PROVIDE NEW ACCESSORIES AS REQUIRED.							

DIFFUSER NECK SIZE SCHEDULE	
NECK SIZE	CFM
6"Ø	0 - 100
8"Ø	110 - 250
10"Ø	260 - 400
12"Ø	410 - 600
14"Ø	610 - 1000
16"Ø	1010 - 1400

FAN SCHEDULE											
				ESP	MOTOR					WEIGHT	REMARKS
MARK	MAKE	MODEL	CFM	IN.W.G.	SONES	DRIVE	RPM	HP	V/PH/Hz	LBS.	
XEF-1,2	EXISTING	-	150	-	-	-	-	-	-	EXISTING	1
KEF-1,2	CAPTIVEAIRE	NCA16FA	2350	0.7	10.3	-	869	1.0	208/3	150	2,3
1. EXISTING TO REMAIN, CLEAN TO LIKE NEW CONDITION AND BALANCE TO CFM INDICATED. VERIFY PROPER OPERATION IN FIELD AND PROVIDE MAINTENANCE AS NECESSARY. 2. SEE HOOD DRAWINGS FOR OPTIONS AND ACCESSORIES, AND MORE INFORMATION. 3. KITCHEN EXHAUST FAN FURNISHED BY OWNER, INSTALLED BY MECHANICAL CONTRACTOR. INTERLOCK WITH MAU-1 FOR SIMULTANEOUS OPERATION.											

AIR BALANCE SCHEDULE	
UNIT MARK	CFM
XRTU-1 (OA)	+900
XRTU-2 (OA)	+1000
MAU-1 (OA)	+1000
XEF-1	-150
XEF-2	-150
KEF-1	-75
BLDG. TOTAL	325 CFM

ROOFTOP UNIT SCHEDULE																		
MARK	MFR	MODEL NO.	TONS	CFM	O.A. CFM	ESP	HP	COOLING				HEATING		ELECTRICAL		EER/ SEER	WEIGHT (LBS)	REMARKS
								MBH TTL/SEN	EDB/EWB (°F)	LDB/LWB (°F)	AMB (°F)	GAS MBH IN/OUT	LT (°F)	MCA/MOCP	V/PH			
XRTU-1	CARRIER	48TFE012---501GA	10.0	4000	1000	1.0	-	120/96	77.9/65.6	55.67/55.2	95	224/179.2	90.8	45.9/50	208/3	-/-	EXISTING	1,2,3
XRTU-2	CARRIER	48TJE012---501GA	10.0	3500	900	1.0	-	120/96	77.7/65.4	55.47/54.9	95	220/176	91.58	51.2/60	208/3	-/-	EXISTING	1,2,3
1. EXISTING RTU TO REMAIN. CLEAN EVAPORATOR AND CONDENSER COILS, CHECK REFRIGERANT CHARGE, ADD REFRIGERANT, AS REQUIRED, ADJUST AND/OR REPLACE BELTS, AS REQUIRED, REPLACE ALL FILTERS. EXISTING PIPING AND VALVES TO REMAIN. VERIFY VOLTAGE AND PROPER OPERATION IN FIELD. COORDINATE EXACT LOCATION IN FIELD. 2. HVAC CONTRACTOR SHALL FIELD VERIFY EXISTING CONTROLS, VALVES, AND CONNECTIONS. PROVIDE ADDITIONAL CONTROLS AND ACCESSORIES, AS REQUIRED TO MEET DESIGN INTENT. 3. FIELD VERIFY ALL ELECTRICAL REQUIREMENTS AND VOLTAGES WITH ELECTRICAL CONTRACTOR.																		

MAU SCHEDULE														
MARK	MAKE	MODEL	MAX CFM	ESP IN W.G.	COOLING		HEATING		MOTOR				WEIGHT LBS.	REMARKS
					TOT. MBH	SEN. MBH	GAS (MBH) IN/OUT	TEMP RISE	SONES	RPM	HP	V/PH/Hz	FLA	
MAU-1	CAPTIVEAIRE	A2-D.500-G15	4000	0.45	-	-	441/405	95°F	14.3	874	3	208/3/60	9.5	823 1,2,3
1. MAKEUP AIR UNIT FURNISHED BY OWNER, INSTALLED BY MECHANICAL CONTRACTOR. INTERLOCK MAU-1 WITH KEF-1 AND KEF-2. 2. SEE HOOD DRAWINGS FOR MORE INFORMATION.														



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MECHANICAL SCHEDULES

Project # 68423-WI01

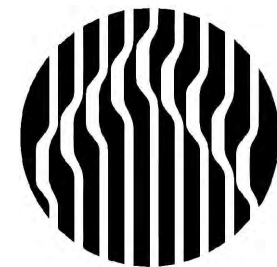
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MECHANICAL DETAILS

Project # 68423-WI01

Issue Date 12/11/2024

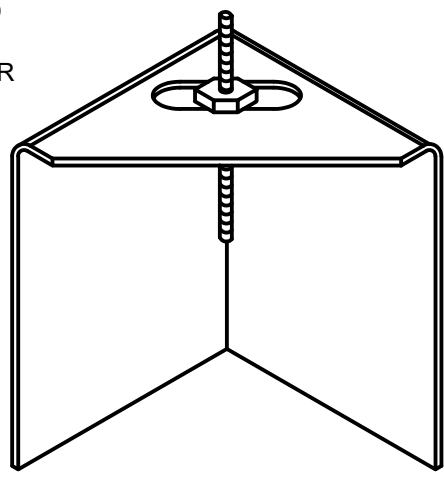
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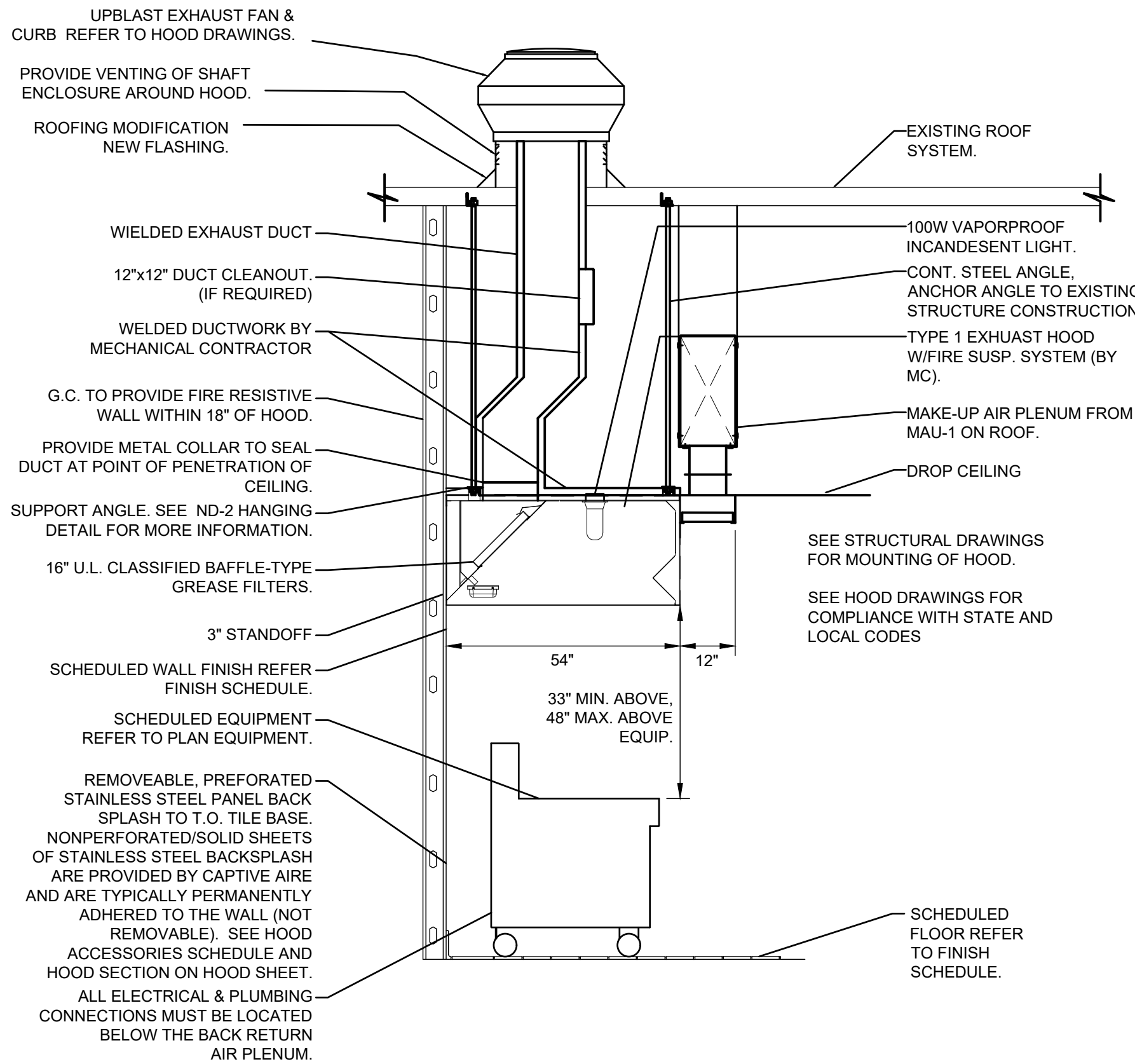
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1/2" DIA. ALL THREAD ROD
CONNECTED TO ROOF
JOIST THROUGH ANOTHER
HANGING ANGLE

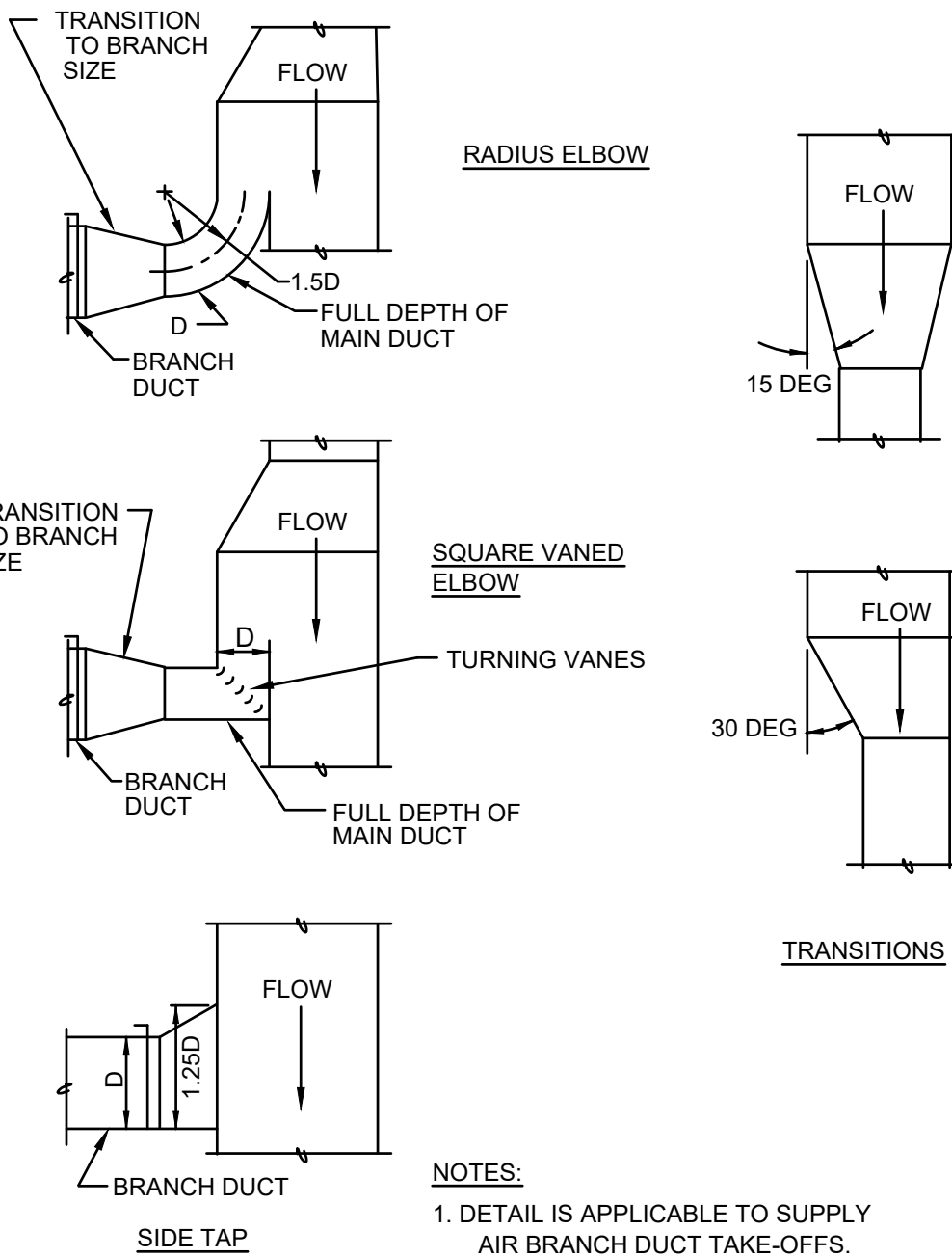


*HANGING RODS AND NUTS TO BE SUPPLIED BY HOOD INSTALLER. HANGING ANGLE IS PRE-PUNCHED AT FACTORY

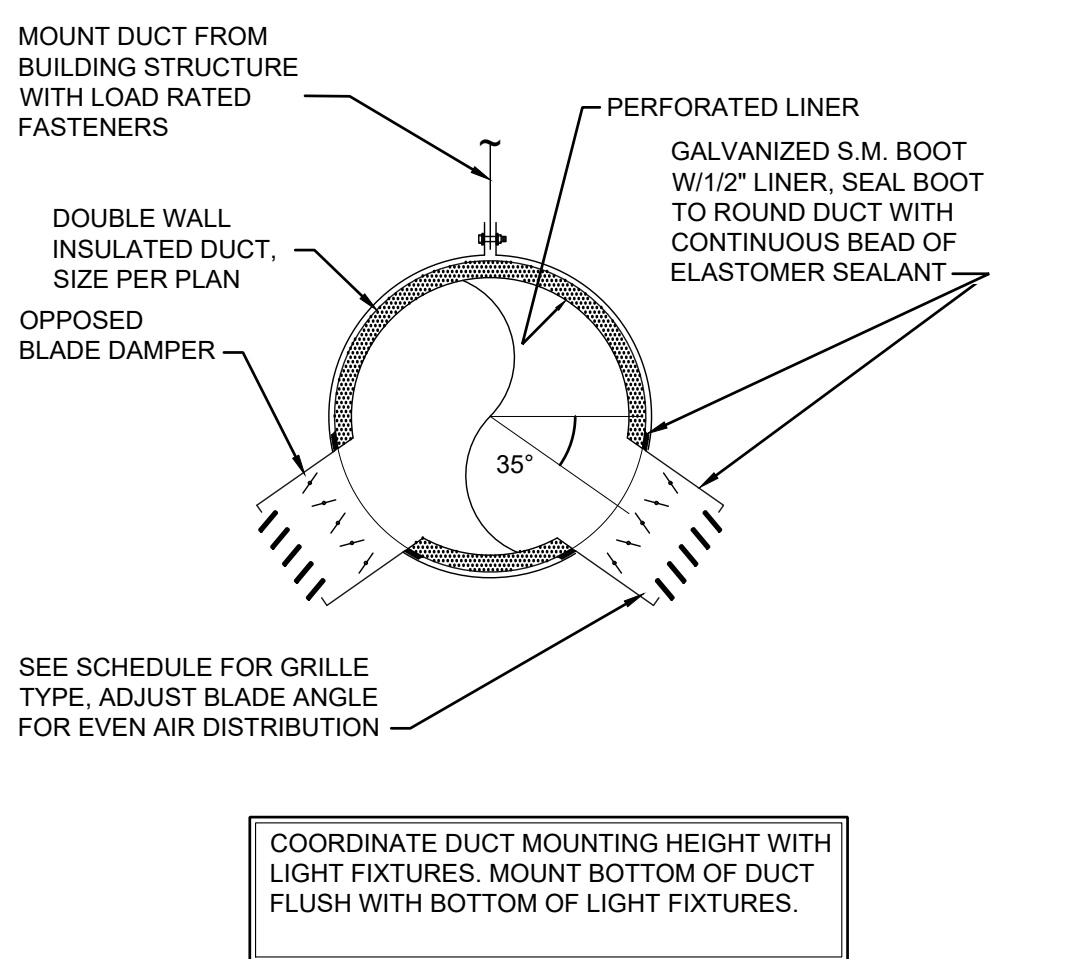
ND-2 HANGING ANGLE DETAIL
NO SCALE



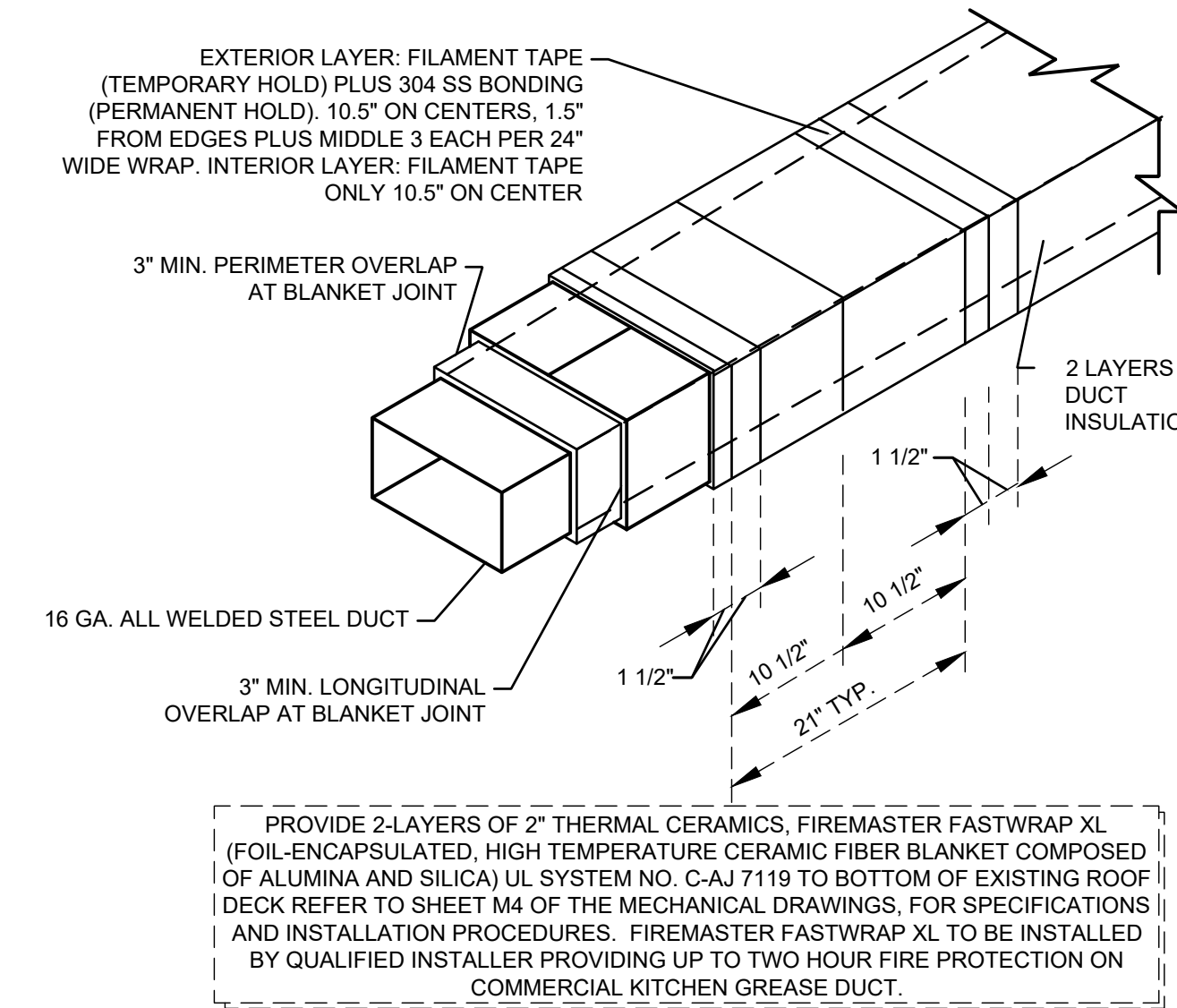
EXHAUST HOOD DETAIL
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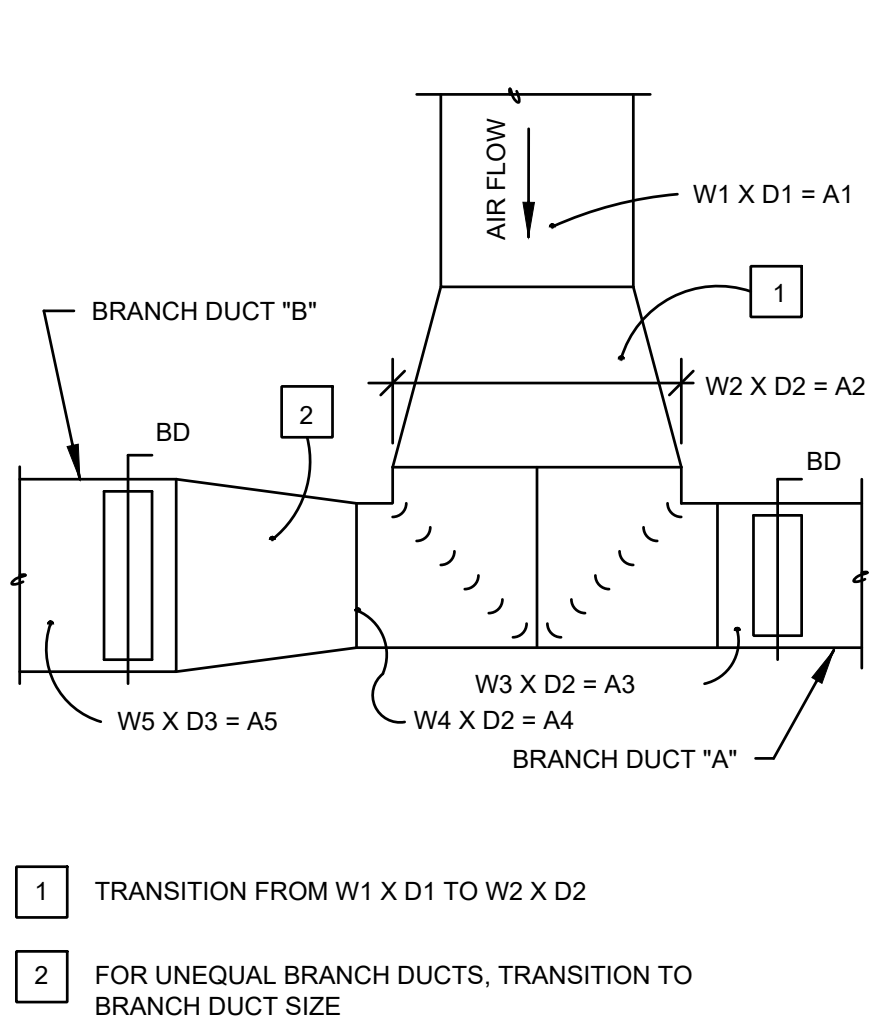
BRANCH DUCT TAKEOFFS AND TRANSITIONS
NO SCALE



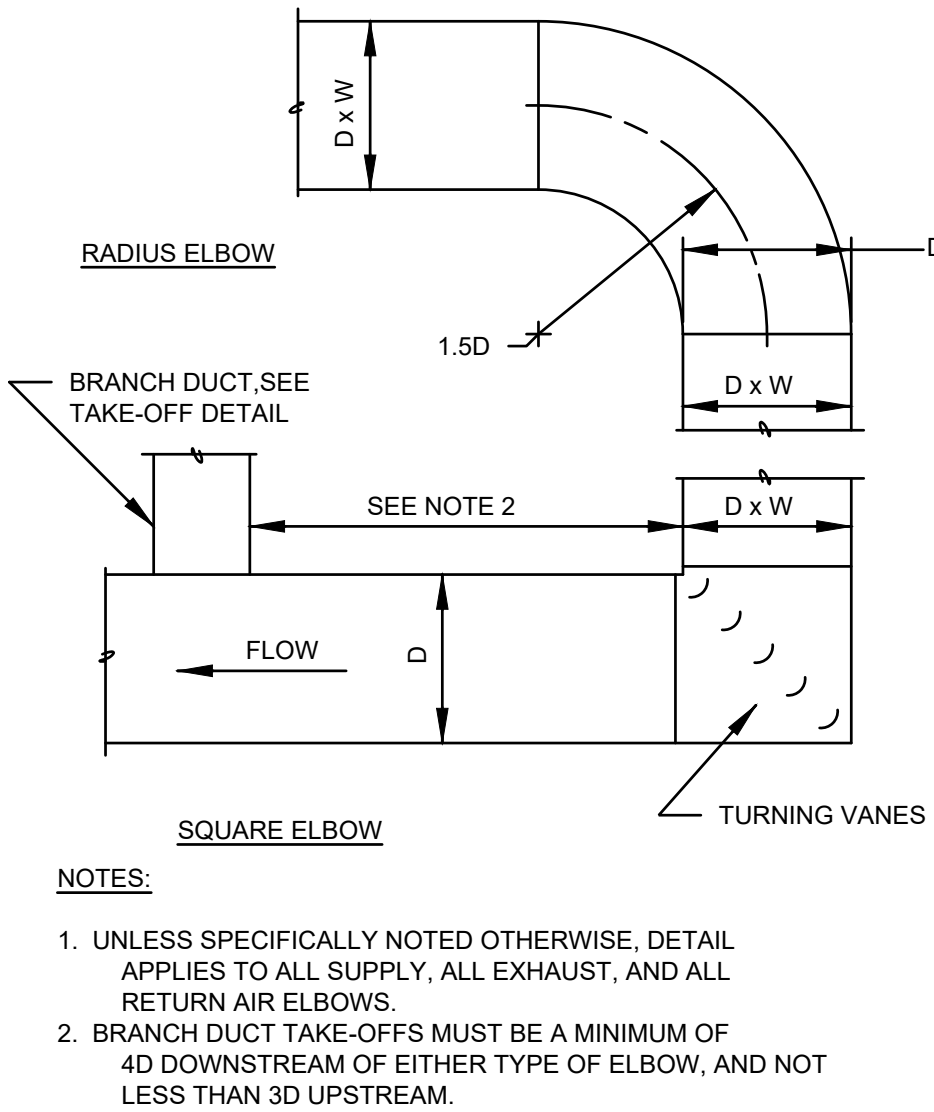
EXPOSED ROUND DUCT DETAIL
NO SCALE



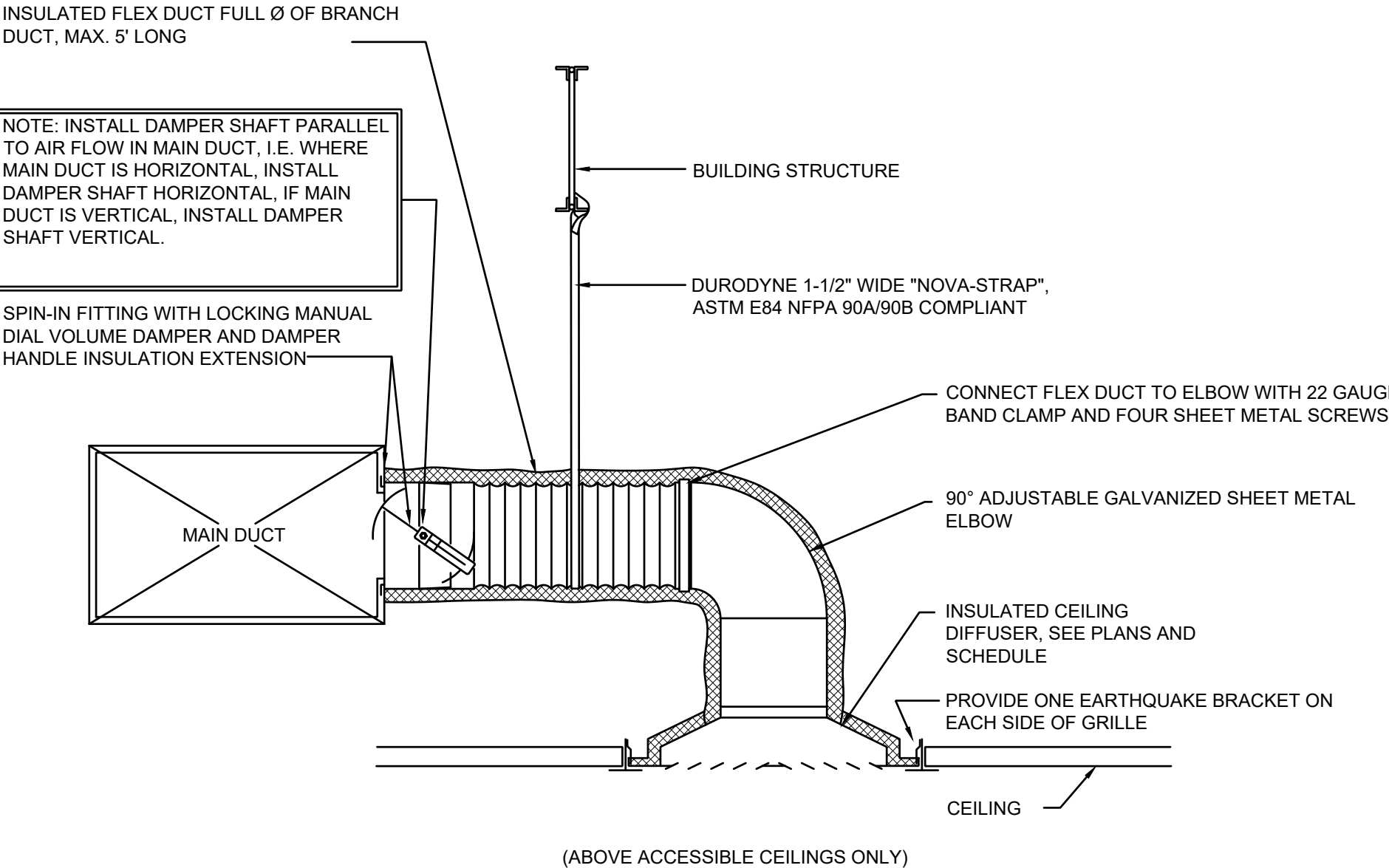
TYPE I EXHAUST DUCT DETAIL
NO SCALE



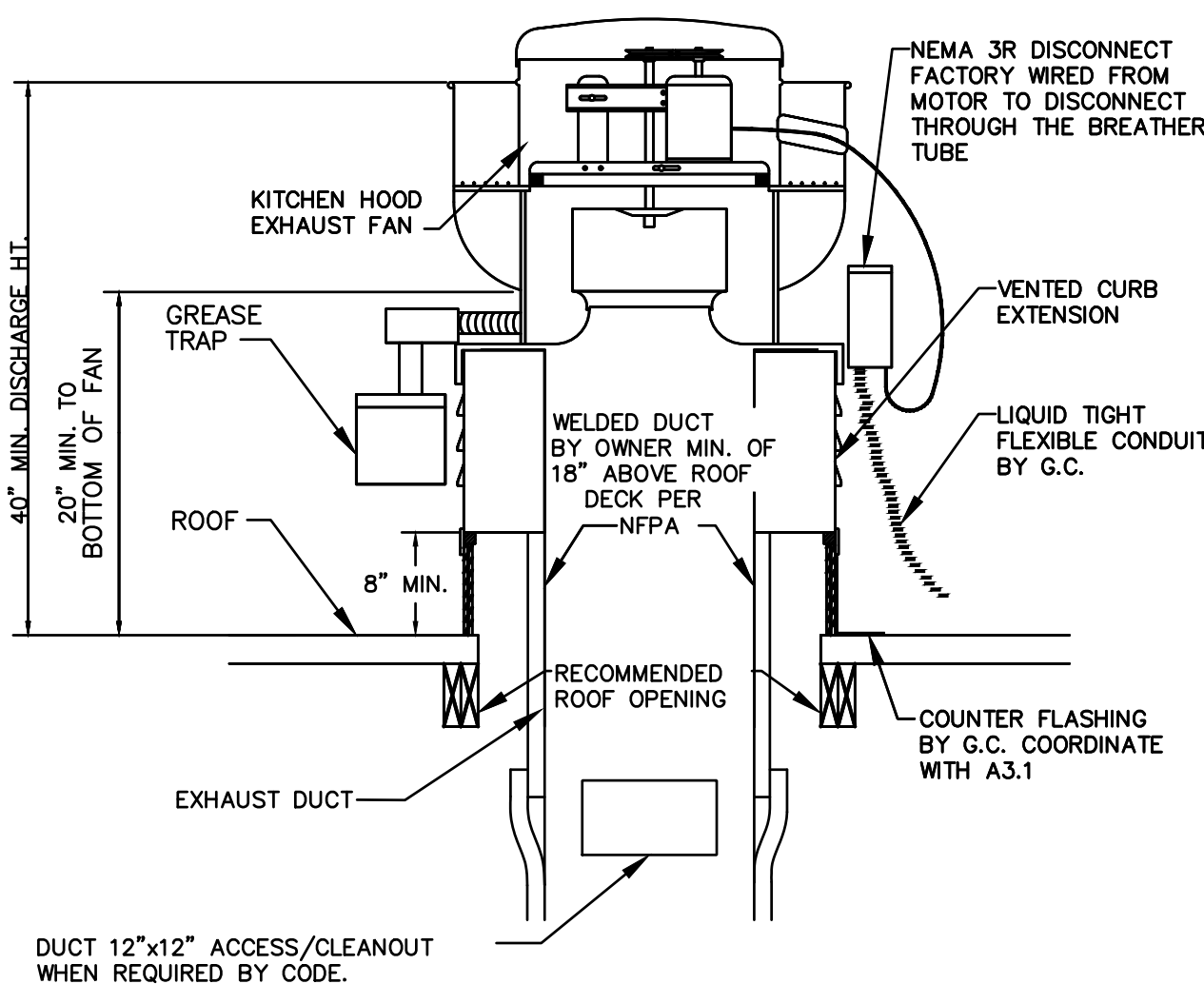
DUCT TEE FITTING
NO SCALE



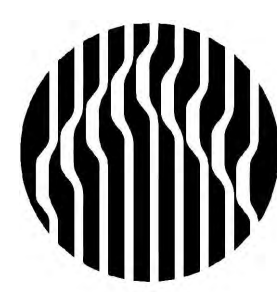
DUCT ELBOW
NO SCALE



BRANCH DUCT - AIR GRILLE DETAIL
NO SCALE



RANGE HOOD EXHAUST FAN DETAIL
NO SCALE



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CONTRACTOR

ZIG'S HEATING & A/C
2831 SOUTH 13th STREET
MILWAUKEE, WISCONSIN

PROJECT

KITCHEN VENTILATION for
NINO'S SOUTHERN SIDES
8775 N. PORT WASHINGTON ROAD
FOX POINT, WISCONSIN



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HOOD DETAILS

Project # 68423-WI01

Issue Date 12/11/2024

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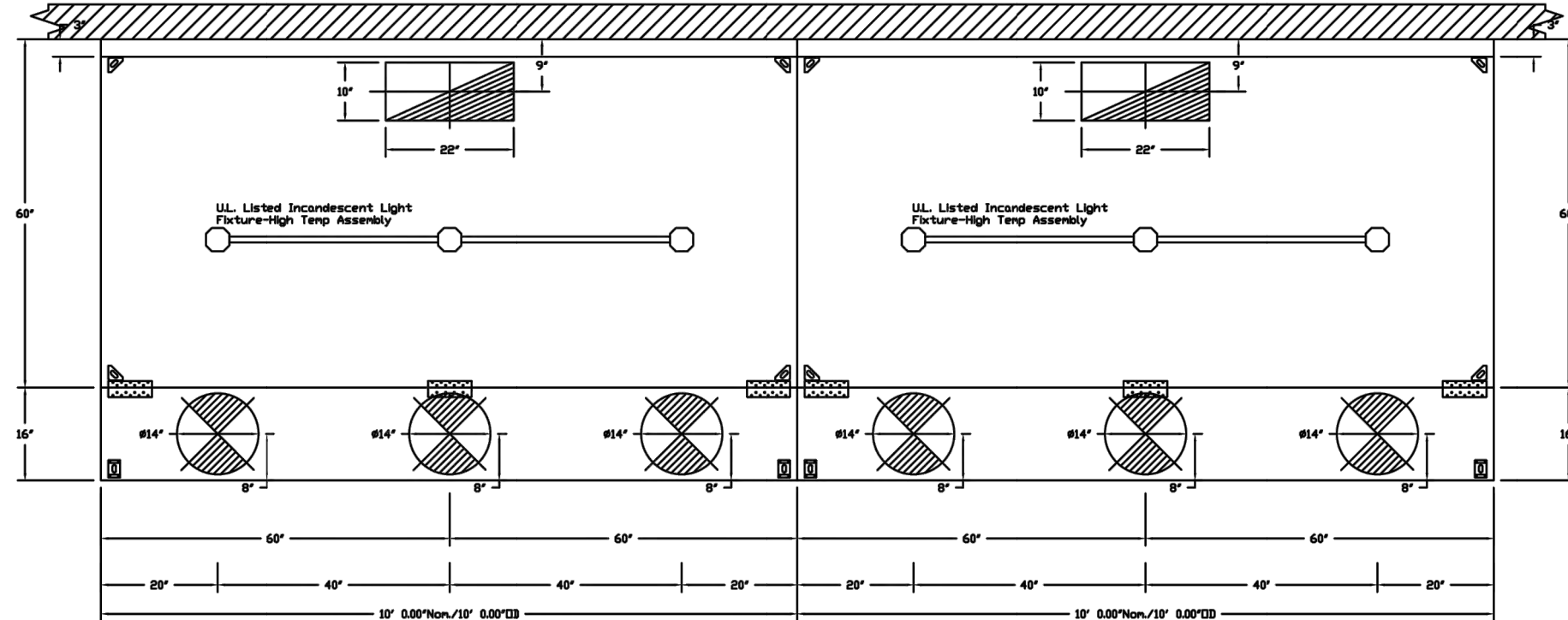
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HOOD INFORMATION - Job#1873815											
HOOD NO.	TAG	MODEL	LENGTH	MAX. COOKING TEMP.	TOTAL EXH. CFM	EXHAUST SYSTEM			TOTAL SUPPLY CFM	HOOD CONSTRUCTION	END TO END
						WIDTH	DEPTH	S.P.			
1	Left	6024	10' 0.00'	600 Deg.	2350	10"	22"	2350 -0.49%	1645	430 SS	LEFT ALONE
2	Right	6024	10' 0.00'	600 Deg.	2350	10"	22"	2350 -0.49%	1645	430 SS	RIGHT ALONE

HOOD INFORMATION											
HOOD NO.	TAG	TYPE	FILTER(S)		LIGHT(S)		WIRE GUARD	LOCATION	FIRE SYSTEM		HOOD HANGING WEIGHT
			QTY	HEIGHT	QTY	TYPE			TYPE	SIZE	
1	Left	SS Baffle with Handles	6	16"	20"	Incandescent	NO				459 LBS
2	Right	SS Baffle with Handles	6	16"	20"	Incandescent	NO				459 LBS

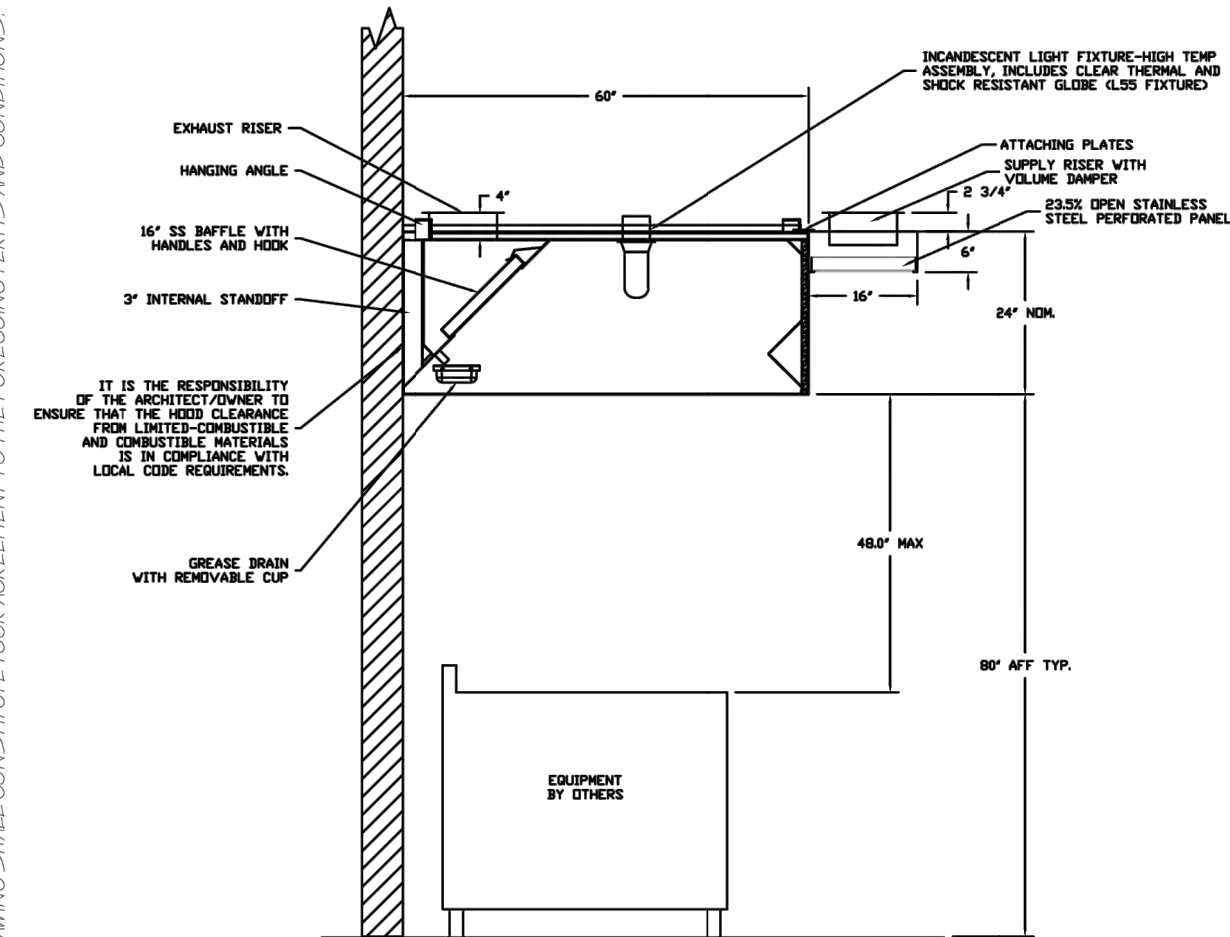
PERFORATED SUPPLY PLNUM(S)											
HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	WIDTH	LENGTH	DIA.	CFM	S.P.
1	Left	Front	120"	16"	6"	MUA		14"	3/8"	3250	
2	Right	Front	120"	16"	6"	MUA		14"	3/8"	3250	



PLAN VIEW - Hood #1 (Left)
10' 0.00' LONG 6024ND-2-PSP-F

PLAN VIEW - Hood #2 (Right)
10' 0.00' LONG 6024ND-2-PSP-F

ELECTRICAL PACKAGES - Job#1873815											
NO.	TAG	PACKAGE #	LOCATION	SWITCHES		OPTION	FANS CONTROLLED				
				LOCATION	QUANTITY		TYPE	#	HP	VOLT	FLA
1		SC-2B110FP	Wall Mount In SS Box	SS Wall Mount Box	1 Light 1 Fan	Smart Controls Thermostatic Control	Supply	3	3.000	208	9.5
							Exhaust	3	1.000	208	3.3



SECTION VIEW - HOOD#1, 6024ND-2-PSP-F
HOODS - #1 (Left), #2 (Right)

PRELIMINARY
NOT FOR CONSTRUCTION
10.15.24

EXHAUST FAN INFORMATION - Job#1873815											
FAN UNIT NO.	TAG	FAN UNIT MODEL #	CFM	ESP.	RPM	HP.	#	VOLT	FLA	WEIGHT	CLBS-ONES
1		NCM6FA	2350	0.700	869	1.000	3	208	3.3	150	10.3
2		NCM6FA	2350	0.700	869	1.000	3	208	3.3	150	10.3

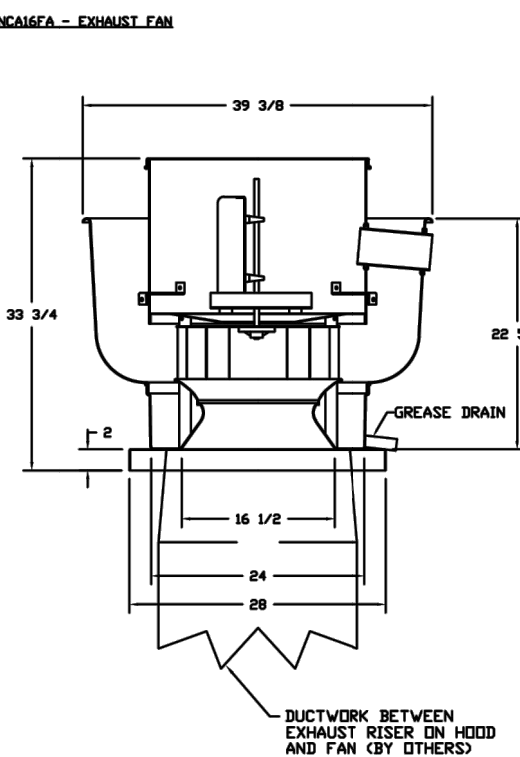
MUA FAN INFORMATION - Job#1873815											
FAN UNIT NO.	TAG	FAN UNIT MODEL #	BLOWER	HOUSING	CFM	ESP.	RPM	HP.	#	VOLT	FLA
1		A2-D500-GIS	GIS-FB	A2-D500	4000	0.450	874	3.000	3	208	9.5
2		A2-D500-GIS	GIS-FB	A2-D500	4000	0.450	874	3.000	3	208	9.5

GAS FIRED MAKE-UP AIR UNIT(S)											
FAN UNIT NO.	TAG	ACTUAL AIR IDENTITY	INPUT BTUS	TEMP. RISE	REQUIRED INPUT GAS PRESSURE	GAS TYPE					
1		YES	441120	405B40	95 deg F	7 in. w.c. - 14 in. w.c.	Natural				

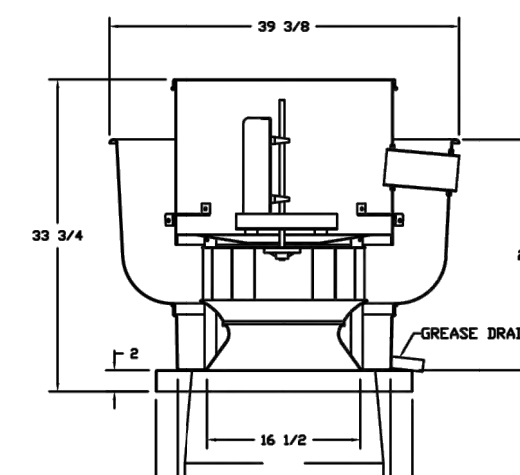
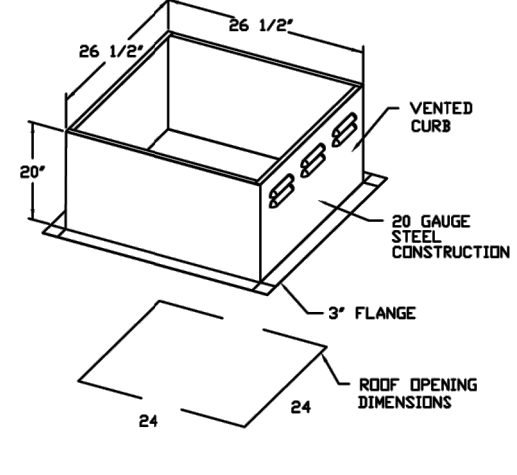
FAN OPTIONS											
FAN UNIT NO.	TAG	OPTION (Qty. - Descr.)									
1		1 - Inlet Pressure Gauge, 0-35"									
2		1 - Manifold Pressure Gauge, -5 to 15" w.c.									
3		1 - Motorized Building's Bumper For A2-D500 Housing									
4		1 - Low Fire Start									
5		1 - Grease Box									

FAN ACCESSORIES											
FAN UNIT NO.	TAG	EXHAUST			SUPPLY						
		GREASE CLIP	GRAVITY DAMPER	WALL MOUNT	SIZE DISCHARGE	GRAVITY DAMPER	MOTORIZED DAMPER	WALL MOUNT			
1		YES					YES				
2		YES					YES				

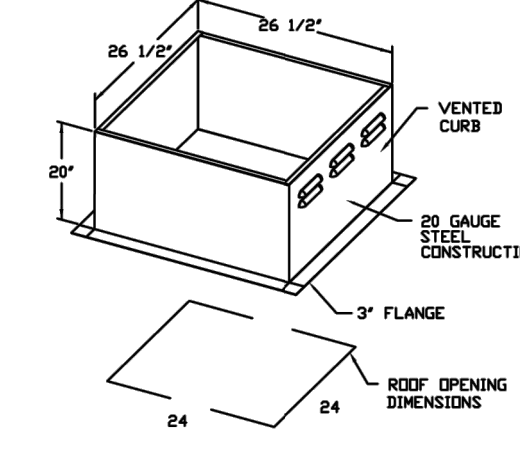
CURB ASSEMBLIES											
NO.	IN	FAN	WEIGHT	ITEM	SIZE						
1	# 1		76 LBS	Curb	30.000"V x 79.000"V x 20.000"V	Insulated					
2	# 2		41 LBS	Curb	26.500"V x 26.500"V x 20.000"V	Insulated Vented Hinged					
3	# 3		41 LBS	Curb	26.500"V x 26.500"V x 20.000"V	Insulated Vented Hinged					



- FEATURES:
- ROOF HEATED FANS
 - RESTAURANT MODEL
 - UL759 AND UL780
 - ANCA SOUND AND AIR CERTIFIED
 - VIBING FROM MOTOR TO DISCONNECT SWITCH
 - WEATHERPROOF DISCONNECT
 - HIGH HEAT OPERATION MEET CAPDO
 - GREASE CLASSIFICATION TESTING
- NORMAL TEMPERATURE TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING AIR AT 200°F CAPDO UNTIL ALL FAN PARTS HAVE REACHED THERMAL EQUILIBRIUM AND WITHOUT ANY INTERFERING EFFECTS TO THE FAN WHICH WOULD CAUSE UNSAFE OPERATION.
- ABNORMAL FLAME-UP TEST
EXHAUST FAN MUST OPERATE CONTINUOUSLY WHILE EXHAUSTING BURNING GREASE VAPORS AT 600°F CAPDO FOR A PERIOD OF 15 MINUTES WITHOUT THE FAN BECOMING DAMAGED TO ANY EXTENT THAT COULD CAUSE AN UNSAFE CONDITION.
- DEFINING
GREASE BOX



- FEATURES:
- ROOF HEATED FANS
 - RESTAURANT MODEL
 - UL759 AND UL780
 - ANCA SOUND AND AIR CERTIFIED
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- DEFINING
GREASE BOX





COMcheck Software Version 4.1.5.5

Interior Lighting Compliance Certificate

Project Information

Energy Code: 2015 IECC
Project Title: Nino's Southern Sides
Project Type: Alteration

Construction Site:
Fox Point, WI

Owner/Agent:

Designer/Contractor:
Case Engineering Inc.
796 Merus Court
Fenton, MO 63026

Allowed Interior Lighting Power

A Area Category	B Floor Area (ft ²)	C Allowed Watts / ft ²	D Allowed Watts (B X C)
1-Common Space Types:Dining Area - Family Restaurant	206	0.89	183
2-Common Space Types:Food Preparation	1381	1.21	1671
Total Allowed Watts =			1854

Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
<u>Common Space Types:Dining Area - Family Restaurant (206 sq.ft.)</u>				
LED 1: B1: 2'x2' Lay-in: Other:	1	6	35	210
<u>Common Space Types:Food Preparation (1381 sq.ft.)</u>				
LED 2: B: 2'x4' Lay-in: Other:	1	22	50	1100
Total Proposed Watts =				1310

Interior Lighting PASSES

Interior Lighting Compliance Statement

Compliance Statement: The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.1.5.5 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Name - Title

Signature



12/11/2024

Date



COMcheck Software Version 4.1.5.5

Inspection Checklist

Energy Code: 2015 IECC

Requirements: 100.0% were addressed directly in the COMcheck software

Text in the "Comments/Assumptions" column is provided by the user in the COMcheck Requirements screen. For each requirement, the user certifies that a code requirement will be met and how that is documented, or that an exception is being claimed. Where compliance is itemized in a separate table, a reference to that table is provided.

Section # & Req.ID	Plan Review	Complies?	Comments/Assumptions
C103.2 [PR4] ¹	Plans, specifications, and/or calculations provide all information with which compliance can be determined for the interior lighting and electrical systems and equipment and document where exceptions to the standard are claimed. Information provided should include interior lighting power calculations, wattage of bulbs and ballasts, transformers and control devices.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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Section # & Req.ID	Rough-In Electrical Inspection	Complies?	Comments/Assumptions
C405.2.1 [EL15] ¹	Lighting controls installed to uniformly reduce the lighting load by at least 50%.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.2.1 [EL18] ¹	Occupancy sensors installed in required spaces.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.2.1, C405.2.2, 3 [EL23] ²	Independent lighting controls installed per approved lighting plans and all manual controls readily accessible and visible to occupants.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.2.2.1 [EL22] ²	Automatic controls to shut off all building lighting installed in all buildings.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.2.3 [EL16] ²	Daylight zones provided with individual controls that control the lights independent of general area lighting.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Exception: Sidelight zones on first floor in Group A-2 and M occupancies.
C405.2.3, C405.2.3.1, C405.2.3.2 [EL20] ¹	Primary sidelighted areas are equipped with required lighting controls.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Exception: Sidelight zones on first floor in Group A-2 and M occupancies.
C405.2.3, C405.2.3.1, C405.2.3.3 [EL21] ¹	Enclosed spaces with daylight area under skylights and rooftop monitors are equipped with required lighting controls.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Exception: Requirement does not apply.
C405.2.4 [EL4] ¹	Separate lighting control devices for specific uses installed per approved lighting plans.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.2.4 [EL8] ¹	Additional interior lighting power allowed for special functions per the approved lighting plans and is automatically controlled and separated from general lighting.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.3 [EL6] ¹	Exit signs do not exceed 5 watts per face.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.

Additional Comments/Assumptions:

1	High Impact (Tier 1)	2	Medium Impact (Tier 2)	3	Low Impact (Tier 3)
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Section # & Req.ID	Final Inspection	Complies?	Comments/Assumptions
C303.3, C408.2.5.2 [FI17] ³	Furnished O&M instructions for systems and equipment to the building owner or designated representative.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C405.4.1 [FI18] ¹	Interior installed lamp and fixture lighting power is consistent with what is shown on the approved lighting plans, demonstrating proposed watts are less than or equal to allowed watts.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	<i>See the Interior Lighting fixture schedule for values.</i>
C408.2.5.1 [FI16] ³	Furnished as-built drawings for electric power systems within 90 days of system acceptance.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.
C408.3 [FI33] ¹	Lighting systems have been tested to ensure proper calibration, adjustment, programming, and operation.	☐ Complies ☐ Does Not ☐ Not Observable ☐ Not Applicable	Requirement will be met.

Additional Comments/Assumptions:

1 High Impact (Tier 1) 2 Medium Impact (Tier 2) 3 Low Impact (Tier 3)

Conditional Use Order

WHEREAS, an application has been filed by **Nino's Southern Sides** (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as **8775 N Port Washington Road, Fox Point, Wisconsin**.

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

1. **Use Restricted.** **Nino's Southern Sides will operate a restaurant. Dining will occur in the interior of the tenant space and in the seasonal outdoor space identified in the application. The hours of operation for both indoor and outdoor dining shall be limited to 9:00 AM until 8:00 PM, Sunday through Saturday.**
2. **Presentation Compliance.** All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. **Not Transferable.** This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. **Applicant and Owner Agreement.** As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. **Other Uses Prohibited.** Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. **No Nuisances, and Compliance with Applicable Laws.** No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. **Subject Property Only.** This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. **Abandonment.** Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.
9. **Amendments.** Any change, addition, modification, alteration and/or amendment of any aspect of

this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.

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

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

Signed this _____ day of _____, 2025, *nunc pro tunc* the _____ day of _____, 2025.

BY THE FOX POINT VILLAGE BOARD:

Christine Symchych, Village President

Attest:

Sara A Bruckman, CMC/WCMC, Village Clerk/Treasurer

APPROVAL

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

Dated this _____ day of _____, 2024.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

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

Dated this _____ day of _____, 2024.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

VILLAGE OF FOX POINT

ARBOR DAY PROCLAMATION



WHEREAS; April 25, 2025, marks the 153rd Anniversary of Arbor Day, the 143rd year of celebration by Wisconsin school children; and

WHEREAS; the Village of Fox Point has been recognized as a TREE CITY USA for **36** consecutive years by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

WHEREAS; trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS; trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS; trees in our Village increase property values, enhance the economic vitality of commercial areas, and beautify our community; and

WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW THEREFORE; The Village Board of Fox Point does hereby proclaim Friday, April 25th, 2025 as



in the Village of Fox Point, and urges all citizens to support the efforts to protect our trees and woodlands and to support our Village's urban forestry program; and

FURTHER; the Village Board urges all citizens to plant and care for trees to gladden hearts and promote the well-being of present and future generations.

DATED this _____ day of _____ in the year _____

Village President _____
Christine Symchych

National Library Week 2025 Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “**Drawn to the Library**”;

NOW, THEREFORE, be it resolved that I, Christine Symchych, Fox Point Village President, proclaim April 6–12, 2025, as National **Library Week**. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library draws us together as a community.