NOTICE OF MEETING
VILLAGE OF FOX POINT
VILLAGE BOARD AMENDED AGENDA- CUP AMENDMENT MEETING

SCHWEMER HALL – MUNICIPAL BUILDING **Tuesday, July 14, 2026**
7200 N. SANTA MONICA BLVD **7:00 PM**
FOX POINT, WI 53217

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 PROCEDE 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, HOWEVER THERE IS NO LARGER RIGHT TO COMMENT REMOTELY OR IN WRITING THAN IN PERSON.

Zoom Participant
https://us02web.zoom.us/j/87335256142
Meeting ID: 873 3525 6142
Dial: (312) 626-6799

AGENDA

A. Roll Call

B. 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 zoning code amendment, as the appropriate time for such comments will be at the duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

C. Committee Reports

D. Public Hearing

a. Public Hearing on a Conditional Use Permit amendment application to allow a massage therapist to operate inside of an existing tanning and wellness facility, proposed for 8783 N Port Washington Rd, as required per Village Code Sections 745-18. (Pg. 5)

b. Public Hearing on a Conditional Use Permit to construct a commercial multitenant building including a restaurant (coffee shop) with drive-through, located at 8739 N Port Washington Road as required per Village Code Sections 745-18. (Pg. 6)

E. Consent Agenda

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

a. Approve the minutes of the June 9, 2026 Village Board meeting. (Pg. 7-16)

b. Approve payment of the bills in the amount of $675,553.72 for the period June 1, 2026 through June 30, 2026 per the report submitted by the Village Manager. (Pg. 17-30)

c. Accept the quote of Asphalt Contractors, Inc. in an amount not to exceed $133,180.30 for roadway patches at various locations in the Village and authorize the Village Manager to sign the agreement per the Director of Public Works' memorandum. (Pg. 31-33)

d. Accept the bid of Cudahy Roofing & Supply, Inc. in the amount of $58,400 for repairs to the Village Hall and DPW roof pursuant to the Director of Public Works' memorandum dated June 25, 2026. (Pg. 34-40)

e. Approve the Base Bid and Alternate Bid No. 2 from WSO Grading & Excavating in an amount not to exceed $141,005 for the Storm Sewer Replacement Project and authorize the Village President and Village Clerk/Treasurer to execute the contract. (Pg. 41-45)

f. Accept the bid of Compass Minerals in the amount of $85.61 per ton for sodium chloride. (Pg. 46-48)

g. Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group pursuant to the Director of Public Works' memorandum. (Pg. 49-50)

h. Approve the Local Roads Improvement Program (LRIP) State Municipal Agreement between the Wisconsin Department of Transportation and the Village of Fox Point and authorize the Village President and Village Clerk/Treasurer to sign the agreement. (Pg. 51-55)

i. Approval of Professional Services Agreement with E-Plan Exam for Commercial and Building Permit Plan Review Services. (Pg. 56-73)

F. Unfinished Business

a. Consideration of an F Institutional District & Outdoor Recreational Areas and Facilities Request by the Village of Fox Point Under Sections 745-20 and 745-10 for existing court areas at Indian Creek Park (generally located east of Indian Creek Parkway and south of Dean Road, on portions of Tax Keys 0600121000 and 0600122000, and Longacre Park (Tax Key 0969961000). (Pg. 74-96)

b. The Village Board will consider signage and striping options for pickle ball play at Longacre Park and Indian Creek Park and may take action to direct staff accordingly. (Pg. 97-98)

G. New Business

a. Consideration of a Conditional Use Permit to construct a commercial multitenant building including a restaurant (coffee shop) with drive-through, located at 8739 N Port Washington Road as required per Village Code Sections 745-18. (Pg. 99-128)

b. Consideration of a Conditional Use Permit amendment application to allow a massage therapist to operate inside of an existing tanning and wellness facility, proposed for 8783 N Port Washington Rd, as required per Village Code Sections 745-18. (Pg.129-135)

c. Consideration of a Resolution Authorizing the Issuance and Sale of $3,060,000 General Obligation Promissory Notes, Series 2026A. (Pg.136-156)

d. Consideration of an ordinance to amend Chapter 591 of the Village of Fox Point Municipal Code to clarify the regulation of Bicycles, Electric Bicycles and Electric Scooters. (Pg. 157-183)

e. Consideration of the Repeal and Replacement of Chapter 756 Concerning Building Construction. (Pg.184-241)

f. Consideration of an amendment to the Fox Point Fires and Fire Prevention Ordinance. (Pg. 242-263)

g. Fee Schedule Amendment Regarding Board of Appeals Application Fee. (Pg. 264-269)

h. Rescheduling of the August 11, 2026 Village Board meeting. (Pg. 270)

H. Future Agenda Items

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

I. 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

b. Trustee Ollman

c. Trustee Aelion

d. Trustee Freedman

e. Trustee Miller

f. Trustee Barry

g. Trustee McDonagh

h. Village Manager Kreklow

J. Adjournment

NEXT VILLAGE BOARD MEETING:

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: 7/9/2026

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Public Hearing on a Conditional Use Permit amendment application to allow a massage therapist to operate inside of an existing tanning and wellness facility, proposed for 8783 N Port Washington Rd, as required per Village Code Sections 745-18. (Pg. 5)

Overview
Yan Zhou of Amara Massage, on behalf of Stephanie Fett of Baja Tan, has applied for a conditional use amendment regarding a new user within existing business. The amendment of existing conditional use under Section 745-18D(1)(o) would allow a massage therapist business, Amara Massage, to operate in a portion of the existing Baja Tan, at 8783 N Port Washington Road in the D Business District. The tenant space is located in the Riverpoint Shopping Center.

Background

Request

Recommendation

Attachments
None

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager
Scott Brandmeier, DPW Director

Date: July 14, 2026

Re: Public Hearing on a Conditional Use Permit to construct a commercial multitenant building including a restaurant (coffee shop) with drive-through, located at 8739 N Port Washington Road as required per Village Code Sections 745-18. (Pg. 6)

Overview
Midland Management LLC, owner of Riverpoint Village Shopping Center, has submitted plans for a new multi-tenant retail building at 8739 Port Washington Road. The proposal involves the demolition of the former McDonald's freestanding restaurant and construction of a new approximately 4,485 square foot, single-story, two-tenant commercial building. The restaurant use is identified as a Starbucks, and the second tenant has not been identified.

Background

Request

Recommendation

Attachments
None

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
June 9, 2026

A. Roll Call

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, June 9, 2026 in Schwemer Hall, 7200 N. Santa Monica Boulevard. Village President Symchych called the meeting to order at 7:00 PM and asked the Village Clerk to take roll call. Roll Call of the Village Board present included:

Village President Christine Symchych
Trustee Greg Ollman
Trustee Elizabeth Aelion
Trustee Mark Freedman
Trustee David Miller
Trustee Max Barry
Trustee Mike McDonagh

Also present were Village Attorney Eric Larson, Village Manager Steve Kreklow, Public Works Director Scott Brandmeier, Village Clerk/Treasurer Jennifer Boehm, 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, as per 2015 Wisconsin Act 79 and as described in Village Ordinance Chapter 116-2, 116-2(C).

B. 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 zoning code amendment, as the appropriate time for such comments will be at the duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

a. Sharon Madnek, 8671 North Seneca Road, supports opportunities for enjoyment and recreational gatherings in the community.

b. Carol and Thomas Eling, 7405 North Seneca Road, spoke about their house flooding and options to resolve the problem.

c. Margaret Keehn, 8650 North Manor Court, spoke in favor of the pool.

d. Trey Harnden, 7060 North Yates Road, spoke in favor of the pool.

e. Olivia Zambrana Arias, 818 East Portage Road, spoke in support of the proposed use, noting that being outside makes people healthier and happier.

f. Jeanine Talsky, 7515 North Links Way, spoke in favor of the pool.

g. Beverly Riche, 8675 North Links Way, spoke in favor of the pool.

- Written comments were not read aloud, but are included with these minutes.

C. Committee Reports

a. Plan Commission

Trustee Miller reported that there were 3 items on the Plan Commission agenda. A Conditional Use Permit for Donuts Zone located at 8687 N Port Washington Road was recommended to the Village Board for approval. A request by St. Eugene's Congregation located at 7600 N Port Washington Road was recommended to the Village Board for approval. A motion was denied (3-2) to allow pickleball play at Longacre and Indian Creek because it was determined that not all the standards in the municipal code were met.

b. Centennial Committee (Pg. 6)

D. Public Hearing

a. Public Hearing on an F Institutional District Request by St. Eugene Congregation to allow a backup generator under Section 745-20 of the Village Code on the property located at 7600 N. Port Washington Road.

Motion by Village President Symchych, seconded by Trustee Aelion, and carried by roll call vote (7-0), to open the public hearing at 7:24p.m. regarding the Conditional Use Permit for St. Eugene Congregation located at 7600 N Port Washington Road, to allow a backup generator.

Public Comment - None

Motion by Village President Symchych, seconded by Trustee Aelion, and carried by roll call vote (7-0), to close the public hearing at 7:26p.m. regarding the Conditional Use Permit for St. Eugene Congregation.

b. Public Hearing on the Conditional Use Permit request for Donut Zone to operate a restaurant located at 8687 N Port Washington Road as required per Village Code Section 745-18

Motion by Village President Symchych, seconded by Trustee Aelion, and carried by roll call vote (7-0), to open the public hearing at 7:26p.m. for Donut Zone located at 8687 N Port Washington Road for a Conditional Use Permit.

Public Comment

Beth Gregg, 7414 North Boyd Way, spoke in favor of Donut Zone.

Motion by Village President Symchych, seconded by Trustee Aelion, and carried by

roll call vote (7-0), to close the public hearing at 7:27p.m. for Donut Zone.

c. Public Hearing on an F Institutional District & Outdoor Recreational Areas and Facilities Request by the Village of Fox Point Under Sections 745-20 and 745-10 for existing court areas at Indian Creek Park (generally located east of Indian Creek Parkway and south of Dean Road, on portions of Tax Keys 0600121000 and 0600122000, and Longacre Park (Tax Key 0969961000).

Motion by Village President Symchych, seconded by Trustee Aelion, and carried by roll call vote (7-0), to open the public hearing at 7:28p.m. for an F Institutional District & Outdoor Recreational Areas and Facilities Request by the Village of Fox Point Under Sections 745-20 and 745-10 for existing court areas at Indian Creek Park (generally located east of Indian Creek Parkway and south of Dean Road, on portions of Tax Keys 0600121000 and 0600122000, and Longacre Park (Tax Key 0969961000).

Public Comment

Steven Lubar, 7751 North Santa Monica Boulevard, spoke in opposition of the application at the public hearing due to the noise caused by pickleball play and the concern he has with the quiet enjoyment of his property.

Sharon Madnek, 8671 North Seneca Road, was neutral of the application at the public hearing. She supports opportunities for enjoyment and recreational gatherings in the community, but suggests further study is needed.

Amy Barth, 7815 North Boyd Way, spoke in opposition due to the noise caused by the courts, the decrease in home values, and the physical and mental health problems associated with the noise from pickleball play.

Jan Risnick, 7125 North Lombardy Road, spoke in support of the proposed use, stating that pickleball will be a joy and a gain to the community. She recommends that one-half of the court should be dedicated to pickleball and one-half dedicated to tennis.

Alan Babbitz, 1482 East Lilac Lane, spoke in support of the proposed use, stating that he is an avid pickleball player and would like pickleball courts in the community.

Mike Hupfauf, 503 Dean Road, spoke in support of the proposed use, stating that pickleball has grown by 23% and is one of the fastest-growing activities. The Village should expand its recreational activities to meet the growing demand.

Judy Perola, 7125 North Lombardy Road, spoke in support of the proposed use, noting that she enjoys watching people utilize the park and supports the use of recreational facilities such as pickleball.

Bruce Winter, 120 West Indian Creek Court, spoke in support of the proposed use, stating that it is great to see people outside enjoying themselves. Pickleball will help support outdoor activity.

Richard Winter, 7110 North Yates Road, spoke in support of the proposed use, as he

is an avid tennis and pickleball player. Pickleball supports an active and healthy lifestyle.

Mary Backus, 7221 North Lombardy Road, spoke in support of the proposed use and is a pickleball player. She explained that pickleball is for all ages and brings the community together.

Olivia Zombrana, 818 East Portage Road, spoke in support of the proposed use, noting that being outside makes people healthier and happier.

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to close the public hearing at 7:58p.m. regarding pickleball play at Longacre and Indian Creek.

E. 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 May 12, 2026 Village Board meeting. (Pg. 7-13)

b. Approve payment of the bills in the amount of $1,005,612,89 for the period May 1, 2026 through May 31, 2026 per the report submitted by the Village Manager. (Pg. 14-29)

c. Grant the renewals for two “Class A” Beer and Intoxicating Liquor Licenses; Walgreen Co, d/b/a, Walgreens #03125, PO Box 901, Deerfield, IL 60015, Amy Dean, premises to be licensed: 8615 N Port Washington Road, Fox Point, WI 53217; Wisconsin CVS Pharmacy, LLC, d/b/a, CVS Pharmacy #8770, One CVS Drive, M/C 1160, Woonsocket, RI 02895, Christine Fritch, Agent, premises to be licensed: 8661 N Port Washington Road, Fox Point, WI 53217, renewals for five “Class B” Beer and Intoxicating Liquor Licenses, Las Cazuelas Fox Point, d/b/a, Las Cazuelas Chilaquiles & Taco Bar, 8617 N Port Washington Rd, Sandy Hurtado, Agent, premises to be licensed: 8617 N Port Washington Road, Fox Point, WI 53217. The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd, Fox Point, WI 53217, Corrine L. Kuester, Agent, premises to be licensed: 7950 N Santa Monica Blvd, Fox Point, WI 53217. Ginza II Fox Point Inc, d/b/a, Ginza Sushi, 333 W Brown Deer Road, Suite O, Fox Point, WI 53217, Feidi Yang, Agent, premises to be licensed: 333 W Brown Deer Road, Suite O, Fox Point, WI 53217. Fazarri Hospitality Group, LLC, d/b/a, Calderone Club, 8001 N Port Washington Road, Fox Point, WI 53217, Carmelo Fazzari, Agent, premises to be licensed: 8001 N Port Washington Road, Fox Point, WI 53217. Maxfields, LLC d/b/a, Maxfields Pancake House, 333 W Brown deer Rd, Suite D, Fox Point, WI 53217, and renewal for one Class “B” fermented malt beverage license Wheel & Sprocket, Inc., d/b/a, Wheel & Sprocket, 6940 N Santa Monica Blvd, Fox Point, WI 53217, Amelia Lukic-Kegel, Agent, premises to be licensed: 6940 N Santa Monica Blvd, Fox Point, WI 53217, per the Village Deputy Clerk’s memo dated June 9, 2026, subject to any conditions as noted. (Pg. 30-31)

d. Grant the Cigarette and Tobacco Product Retail License to the establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road per the Village Deputy Clerk's memo dated June 9, 2026, subject to any conditions as noted. (Pg. 32)

e. Adopt Resolution 2026-08 Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2025 Sanitary Sewer Activities.

The Village Board may discuss and approve Resolution 2026-08, a resolution to approve and authorize submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2025 Sanitary Sewer Activities. (Pg. 33-43)

f. Accept Change Order No. 1 of Kapur & Associates for additional storm structure improvements
The Village Board will consider and may act on a proposal from the engineering firm Kapur & Associates in the amount of $7,940 for additional design of storm sewer improvements at Fox Lane (west of Gray Log). (Pg. 44-47)

g. Affirm agreement with Sunbelt Rentals for installation of temporary air conditioning units. (Pg. 48-49)

A motion by President Symchych, seconded by Trustee Barry, and carried by a role call vote (7-0) to approve the consent agenda.

F. Unfinished Business

a. Consideration and possible action on a request from the North Shore Environmental Health Consortium to Update Chapter 375, Food, Lodging and Recreational Safety and Licensing Code to align local code with current operational costs. (Pg. 50-54)

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to adopt the Ordinance to update Chapter 375, Food, Lodging and Recreational Safety and Licensing Code to align local code with current operational costs.

b. Consideration and Possible Action on a Resolution to Adopt Food, Lodging and Recreational Safety and Licensing Fees for the Village of Fox Point (Pg. 55-59)

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to adopt a Resolution to adopt Food, Lodging and Recreational Safety and Licensing Fees for the Village of Fox Point.

G. New Business

a. Resolution 2026-07 of Commendation and Appreciation – Village Forester John Gall

The Village Board will consider and may act on the adoption of the Resolution of Commendation and Appreciation for John Gall, Village Forester. (Pg. 60)

Motion by Village President Symchych, seconded by Trustee Barry, and carried by roll call vote (7-0), to Approve a Resolution of Commendation and Appreciation for Village Forester John Gall.

b. Consideration of a Conditional Use Permit Application for Donut Zone, Located at 8687 N. Port Washington Road. (Pg. 61-63)

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to Approve a Conditional Use Permit for Donut Zone located at 8687 N Port Washington Road.

c. Consideration of an F Institutional District Request by St. Eugene Congregation to allow a backup generator under Section 745-20 of the Village Code on the property located at 7600 N. Port Washington Road. (Pg. 64-67)

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to approve a backup generator under Section 745-20 of the Village Code on the property located at 7600 N. Port Washington Road per the ringings made by the Plan Commission that it meets our core standards.

With unanimous consent the Village Board moved up item i.

d. Consideration, in proprietary capacity, of whether to proceed with a proposal to allow pickleball at Indian Creek Park (generally located east of Indian Creek and South of Dean Road, on portions of Tax Keys 0600121000 and 0600122000), and Longacre Park (Tax Key 09699610000). (Pg. 68-69)

Motion by Trustee Freedman, seconded by Trustee Aelion, and carried by roll call vote (6-1, Ollman opposed), to approve the submittal of the application to allow pickleball at Indian Creek Park and Longacre Park.

e. Consideration of an F Institutional District & Outdoor Recreational Areas and Facilities Request by the Village of Fox Point Under Sections 745-20 and 745-10 for existing court areas at Indian Creek Park (generally located east of Indian Creek Parkway and south of Dean Road, on portions of Tax Keys 0600121000 and 0600122000, and Longacre Park (Tax Key 0969961000). (Pg. 70-82)

A motion by President Symchych, seconded by Trustee Aelion and carried by roll call vote (7-0) to direct staff to get cost estimates for striping the courts, nets, and a timeline and prepare a Conditional Use Permit to include the following: The Conditional Use approval is limited to the Petitioner for the property located at Longacre and Indian Creek for the following uses: construction and maintenance of pickleball courts, in accordance with plans, documents, and specifications presented to the Village of Fox Point on June 9, 2026, which must comply with the Village Recreational Facilities Ordinance.

The Conditional Use approval is subject to the hours of operation for pickleball activities being restricted to: 9:00 a.m. to 12:00 p.m. at Longacre and 4:00 p.m. to 7:00 p.m. at Indian Creek.

Pickleball play at Longacre and Indian Creek is prohibited on Wednesdays and Sundays.

Four pickleball courts are allowed at Longacre.

Two pickleball courts are allowed at Indian Creek.

Signage must be posted and the pickleball rules must be approved by the Village Board.

The Petitioner shall not install or use outdoor lights on the pickleball courts.

The pickleball courts shall only be used from May 1 through September 30 of each year.

With the exception of emergencies (such as storm warnings), there will be no sound amplification system used on or near the pickleball courts.

f. The Village Board will receive a report from the Director of Public Works on a proposal to evaluate storm water flooding and improvements throughout the Village and may authorize staff to proceed with solicitation of proposals to undertake the analysis. (Pg. 83-87)

Director of Public Works Scott Brandmeier gave a stormwater report.

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to direct staff to move forward to evaluate stormwater flooding and improvements throughout the Village and proceed with solicitation of proposals to undertake the analysis.

g. Accept the proposal of Kapur & Associates in an amount not to exceed $30,150 for the televising of approximately 5,000 linear feet of storm sewers and 50 structures and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated June 1, 2026. (Pg. 88-91)

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to approve the proposal of Kapur & Associates in an amount not to exceed $30,150 for the televising of approximately 5,000 linear feet of storm sewers and 50 structures and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated June 1,2026.

h. Report on Updated Pool Cost Estimates and Potential Property Tax Impact of Pool, and Consideration and Possible Action Concerning Next Steps. (Pg. 92-98)

Village Manager Steve Krewlow gave a report regarding the cost of the pool. Kate Battle asked for a referendum regarding funding the pool.
Citizen Comments:
Larry Booth, 220 East Clovernook Lane, spoke against the pool.
David Petering, 7229 North Santa Monica Blvd, spoke in favor of the pool.
Ben Seigel, 548 East Fox Dale Court, spoke in favor of the pool and asked for resources to be used year round as well.
Amy Barth, 7815 North Boyd Way, spoke against the pool.
Mary Beth Mills, 1811 East Dean Road, spoke in favor of the pool.
Kendra Angarola, 7111 North Lombardy Road, spoke in favor of the pool.
Ashley O'Connor, 385 East Daphne Road, spoke in favor of the pool.

The Board had a discussion about the pool. They conducted a straw vote on:

1. Reconsider lower-cost pool options. All voted no.
2. Analyze potential pool operating costs and revenues and calculate the associated property tax impact. All voted yes.
3. Explore possible partnerships for operation of a pool and identify financial implications. All voted yes.
4. Develop a plan for Village facilities on Santa Monica Boulevard, including analysis of logistics and staging for Village Hall replacement or expansion and pool construction to identify potential cost savings. Barry, Ollman, Aelion, Freedman voted no. Miller, Symchych, McDonagh voted yes.

5. Identify alternative recreational uses for the available space and develop conceptual cost estimates. Symchych, McDonagh voted yes. Barry, Ollman, Miller, Aelion, Freedman voted no.
6. Review the impact of a pool project, along with several upcoming large capital projects, on Village debt levels and the debt service levy. Aelion voted maybe. Barry, Ollman, Miller, Freedman, McDonagh, Symchych voted yes.

The Board would like to know the cost savings of eliminating up the drive garbage pick up and
what would it cost to enhance the community center portion of the pool plan.

i. Review and Possible Approval of a Site Plan for Exterior modifications at Las Cazuelos Restaurant at 8617 Port Washington Road. (Pg. 99-105)

Motion by Trustee Miller, seconded by Trustee Freedman, and carried by roll call vote (7-0), to approve a site plan for exterior modifications without string lighting at Las Cazuelos Restaurant located at 8617 Port Washington Road.

H. Future Agenda Items

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

None

I. 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

President Symchych meet President Bill Clinton and he thanked her for her service.

b. Trustee Ollman

Nicolet High School varsity baseball team is going to the state championship game.

c. Trustee Aelion

d. Trustee Freedman

The NorthShore Library has retained an interim COO.

e. Trustee Miller

Thanked the Board for a good discussion during the meeting.

f. Trustee Barry

He is excited about the Centennial on Saturday. There will be a farmers market and

free trees.

g. Trustee McDonagh

h. Village Manager Kreklow

The Fox Point Foundation was covered on What's Brewing Milwaukee Channel 4.

J. Adjournment

Motion by Village President Symchych, seconded by Trustee Miller, and carried by roll call vote (7-0), to adjourn the meeting at 11:22p.m.

This is to certify that the attached is true and correct list of bills due for a period from June 1-30, 2026, in the total amount of $675,553.72. 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.

Steven Kreklow
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on July 14, 2026.

Christine Symchych
Village President

Jennifer Boehm
Village Clerk/Treasurer
Village of Fox Point

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JUNE 2026	POLICE DUES	06/09/2026	540.00	06/12/2026
Total 10-21525 UNION DUES:					540.00	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR0604261	Deferred Comp ICMA-PRETAX	06/05/2026	50.00	06/05/2026
77	MissionSquare - 303753	PR0618261	Deferred Comp ICMA-PRETAX	06/16/2026	50.00	06/19/2026
375	NORTH SHORE BANK, FSB	PR0604262	Deferred Comp NORTH SHORE	06/05/2026	1,235.00	06/05/2026
375	NORTH SHORE BANK, FSB	PR0618262	Deferred Comp NORTH SHORE	06/16/2026	1,135.00	06/19/2026
814	GREAT-WEST TRUST COMPAN	PR0604261	Deferred Comp WI DEFER - PRE	06/05/2026	5,364.91	06/05/2026
814	GREAT-WEST TRUST COMPAN	PR0604261	Deferred Comp WI DEFER - RO	06/05/2026	1,123.00	06/05/2026
814	GREAT-WEST TRUST COMPAN	PR0618261	Deferred Comp WI DEFER - PRE	06/16/2026	5,384.91	06/19/2026
814	GREAT-WEST TRUST COMPAN	PR0618261	Deferred Comp WI DEFER - RO	06/16/2026	1,198.00	06/19/2026
Total 10-21530 DEFERRED COMPENSATION:					15,540.82	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	3415707	WORKERS COMP	06/15/2026	17,547.00	06/19/2026
Total 10-23000 WORKERS COMPENSATION:					17,547.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	05/18/2026	BARTENDER	06/05/2026	7.00	06/12/2026
Total 10-44120 LIQUOR/TOBACCO LICENSES:					7.00	
10-44500 ESTATE SALES PERMIT						
2571	MILLER, JULIE E	1.000062749	BOND	06/16/2026	500.00	06/19/2026
2574	MKE ESTATE SALES	1.000062747	BOND	06/16/2026	500.00	06/19/2026
Total 10-44500 ESTATE SALES PERMIT:					1,000.00	
10-44530 PEDDLER'S PERMIT						
727	WI DEPT. OF JUSTICE	06/05/2026	PEDDLERS	06/05/2026	49.00	06/12/2026
727	WI DEPT. OF JUSTICE	06/09/2026	PEDDLER	06/09/2026	7.00	06/12/2026
Total 10-44530 PEDDLER'S PERMIT:					56.00	
10-45100 FINES/FORFEITURES						
2567	RUFINO SILVANO, CARMONA V	18.006089	BN033967-3 OVERPAY	06/09/2026	3.00	06/12/2026
2568	CITY OF MILW. MUNICIPAL COU	26014967-WHITE	PARKING FINE	06/11/2026	15.00	06/12/2026
Total 10-45100 FINES/FORFEITURES:					18.00	
10-46710 PAVILION RENTALS						
745	JOOS, MARGARET M &	1.000062351	DEPOSIT REFUND FULL	06/01/2026	250.00	06/05/2026
2167	FOX POINT BAYSIDE PTO, INC	1.000062262	PAVILLION DEPOSIT	01/06/2026	250.00	06/05/2026
2563	KRUPSKI, JULIE	1.000062514	PAVILLION DEPOSIT	03/26/2026	50.00	06/05/2026
2577	LEAGUE, COURTNEY	1.000062412	PAVILLION DEPOSIT	02/26/2026	50.00	06/26/2026
2578	WETZEL, RACHEL	1.000062464	PAVILLION DEPOSIT	03/12/2026	50.00	06/26/2026
Total 10-46710 PAVILION RENTALS:					650.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	MAY 2026	JUNEDRIVERSUR/JAIL	06/03/2026	478.80	06/05/2026
552	WISCONSIN STATE OF - COURT	MAY 2026	MAY	06/03/2026	1,357.38	06/05/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51200-395 COUNTY COURT FEES:					1,836.18	
10-51300-211 LABOR ATTORNEY						
1692	VON BRIESEN & ROPER, S. C.	533782	PROFESSIONAL SRVCS	06/25/2026	3,516.25	06/26/2026
Total 10-51300-211 LABOR ATTORNEY:					3,516.25	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	17478	VLG ATTORNEY	06/02/2026	3,036.50	06/05/2026
535	MUNICIPAL LAW & LITIGATION	17785	VLG ATTORNEY	06/01/2026	4,401.75	06/05/2026
Total 10-51300-218 VILLAGE ATTORNEY:					7,438.25	
10-51410-191 EMPLOYEE RECOGNITION						
57	JPMORGAN CHASE BANK NA	05/27/2026	EMPLOYEE REG.	06/03/2026	97.97	06/05/2026
Total 10-51410-191 EMPLOYEE RECOGNITION:					97.97	
10-51410-321 PROFESSIONAL DUES/MEETINGS						
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	21.10	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	112.44	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	262.55	06/05/2026
Total 10-51410-321 PROFESSIONAL DUES/MEETINGS:					396.09	
10-51420-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	7.99	06/05/2026
Total 10-51420-310 SUPPLIES/EXPENSES:					7.99	
10-51420-322 TRAINING						
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	499.00	06/05/2026
Total 10-51420-322 TRAINING:					499.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
1088	USA TODAY CO.	0007699486	NOTICES	06/17/2026	225.00	06/19/2026
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					225.00	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	CD2154381	LICENSE	06/25/2026	509.22	06/26/2026
Total 10-51440-233 EQUIPMENT MAINTENANCE:					509.22	
10-51440-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	55.00	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	ELECTIONS	06/03/2026	43.69	06/05/2026
325	MILWAUKEE COUNTY ELECT C	MCE001370	SUPPLIES AND BALLOTS	06/19/2026	804.86	06/26/2026
Total 10-51440-310 SUPPLIES/EXPENSES:					903.55	
10-51440-321 DUES/TRAINING						
57	JPMORGAN CHASE BANK NA	05/27/2026	CLERK	06/03/2026	299.00	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	ELECTIONS	06/03/2026	499.00	06/05/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
	Total 10-51440-321 DUES/TRAINING:				798.00	
10-51600-210 CONTRACT SERVICES						
57	JPMORGAN CHASE BANK NA	05/27/2026	ZOOM	06/03/2026	40.00	06/05/2026
265	GREATAMERICAN FINANCIAL S	42281288	MONTHLY COPIER	06/23/2026	560.82	06/26/2026
477	TAYLOR COMPUTER SERVICES	29601	MANAGED SERVICES	06/16/2026	2,107.74	06/19/2026
789	DO IT NOW CLEANING LLC	1053	MONTHLY CLEANING	06/02/2026	1,583.37	06/05/2026
789	DO IT NOW CLEANING LLC	1063	MONTHLY CLEANING	06/25/2026	1,583.37	06/26/2026
1602	EXPAND COMMUNICATIONS LL	VFP1207	UPGRADE	06/01/2026	255.00	06/05/2026
2028	GENERAL CODE	GC00135416	ANNUAL MAINTENANCE	06/03/2026	1,295.00	06/05/2026
2461	CASELLE LLC	CM-0046	CREDIT	06/16/2026	150.00-	06/19/2026
2461	CASELLE LLC	INV-19801	SEMI ANNUAL	06/16/2026	9,782.60	06/19/2026
	Total 10-51600-210 CONTRACT SERVICES:				17,057.90	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	5/26/26	0702787382-00002	06/03/2026	136.73	06/05/2026
	Total 10-51600-220 GAS-HEAT:				136.73	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/11/2026	0702787382-00009	06/16/2026	21.39	06/19/2026
	Total 10-51600-221 ELECTRIC UTILITIES:				21.39	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	788299377	87619173	06/09/2026	.18	06/12/2026
	Total 10-51600-222 TELEPHONE UTILITIES:				.18	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	VH WATER AND SEWER	06/01/2026	859.49	06/05/2026
	Total 10-51600-223 WATER/SEWER UTILITIES:				859.49	
10-51600-234 VILLAGE HALL MAINTENANCE						
57	JPMORGAN CHASE BANK NA	05/27/2026	AMAZON	06/03/2026	130.61	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	AMAZON	06/03/2026	9.61	06/05/2026
892	SPECTRUM	06/07/2026	8348 10 012 0042231 VLG	06/23/2026	19.81	06/26/2026
1710	UP NORTH SERVICES	4929	PEST CONTROL VLG	06/01/2026	55.00	06/05/2026
2576	SUNBELT RENTALS, INC.	184240825-0001	RENTAL	06/22/2026	13,153.54	06/26/2026
	Total 10-51600-234 VILLAGE HALL MAINTENANCE:				13,368.57	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	AMAZON	06/03/2026	23.99	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	AMAZON	06/03/2026	69.99	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	AMAZON	06/03/2026	14.97	06/05/2026
	Total 10-51600-310 SUPPLIES/MISC EXPENSES:				108.95	
10-51600-396 VILLAGE OPEN HOUSE						
57	JPMORGAN CHASE BANK NA	05/27/2026	MISC	06/03/2026	220.00	06/05/2026
2455	HEARST MARKETING RESOUR	053126-01	CENTENNIAL MAILING/HANDO	06/04/2026	825.00	06/05/2026
2508	JAMES MAE RENTALS, LLC	2026BALANCE	CENTENNIAL	06/09/2026	45.00	06/10/2026
2519	WAM BAM ENTERTAINMENT	2026BALANCE	CENTENNIAL	06/09/2026	675.00	06/10/2026
2525	PATCH 22 LTD	BALANCE DUE	BALANCE DUE	06/09/2026	800.00	06/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2527	ROCKET CAT, LLC	2026BALANCE	BALANCE DUE	06/09/2026	1,125.00	06/10/2026
	Total 10-51600-396 VILLAGE OPEN HOUSE:				3,690.00	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	3415706	PKG C	06/15/2026	25,101.25	06/19/2026
	Total 10-51700-510 INSURANCE:				25,101.25	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	77	HEALTH INSURANCE REIMBUR	06/01/2026	391.38	06/05/2026
433	RESNICK, AMY	FINAL PAYMENT	HEALTH INSURANCE REIMBUR	06/23/2026	5,076.11	06/26/2026
435	RIES, DANIEL	93	HEALTH	06/01/2026	492.75	06/05/2026
520	WICHMAN, MICHELLE	38	MONTHLY	06/01/2026	408.51	06/05/2026
2194	OBREMSKI, DANIEL	42	SUPPLEMENTAL PAY	06/01/2026	408.51	06/05/2026
2246	BOTCHER, SCOTT	3	HEALTH REIMBURSEMENT	06/01/2026	374.29	06/05/2026
	Total 10-51700-511 GROUP HEALTH - RETIREES:				7,151.55	
10-52100-180 RECRUITMENT						
1069	ASCENSION MEDICAL GROUP/	429813	PRE EMPLOY	05/29/2026	545.00	06/05/2026
	Total 10-52100-180 RECRUITMENT:				545.00	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1710	UP NORTH SERVICES	4930	POLICE PEST CONTROL	05/29/2026	55.00	06/05/2026
5152	JAMES IMAGING SYSTEMS, IN	1706573	MONTHLY PD	06/18/2026	165.48	06/19/2026
5839	LEXISNEXIS	1100315735	MONTHLY FEE	06/04/2026	207.00	06/05/2026
	Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:				427.48	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	05/25/2026	0702787382-00008	06/02/2026	289.55	06/05/2026
	Total 10-52100-220 GAS UTILITIES:				289.55	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/25/2026	0702787382-00015	06/02/2026	38.47	06/05/2026
536	WE-ENERGIES	05/25/2026	0702787382-00006	06/02/2026	1,768.05	06/05/2026
	Total 10-52100-221 ELECTRIC UTILITIES:				1,806.52	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20260615OTA	8348 10 012 0041845 POLICE	06/18/2026	19.81	06/19/2026
892	SPECTRUM	238770901O660126	238770901	06/10/2026	599.00	06/12/2026
2101	IPITOMY COMMUNICATIONS LL	82389	SIP TRUNK 85995	06/04/2026	240.30	06/05/2026
	Total 10-52100-222 TELEPHONE UTILITIES:				859.11	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	POLICE WATER AND SEWER	06/01/2026	1,522.26	06/05/2026
	Total 10-52100-223 WATER/SEWER UTILITIES:				1,522.26	
10-52100-232 VEHICLE MAINTENANCE						
57	JPMORGAN CHASE BANK NA	05/27/2026	POLICE	06/03/2026	12.59	06/05/2026
631	FACTORY MOTOR PARTS	160-288496	POLICE DEPT	06/02/2026	175.55	06/05/2026
2006	10-33 VEHICLE SERVICES LLC	4515	REPAIR	06/11/2026	115.42	06/12/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
	Total 10-52100-232 VEHICLE MAINTENANCE:				303.56	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	05/27/2026	POLICE	06/03/2026	34.79	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	AXON	06/03/2026	376.35	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	POLICE	06/03/2026	94.29	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	POLICE	06/03/2026	200.00	06/05/2026
102081	GOODYEAR AUTO SERVICE CE	70197	TIRES	06/18/2026	250.00	06/19/2026
	Total 10-52100-233 EQUIPMENT MAINTENANCE:				955.43	
10-52100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	POLICE	06/03/2026	13.64	06/05/2026
	Total 10-52100-310 SUPPLIES/EXPENSES:				13.64	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1829700	RIMRODT	06/03/2026	351.90	06/05/2026
473	STREICHER'S	1830684	MORELLI	06/05/2026	64.00	06/12/2026
473	STREICHER'S	1831419	RIMRODT	06/10/2026	25.98	06/12/2026
473	STREICHER'S	1831710	BONEBRAKE	06/11/2026	59.99	06/12/2026
2557	SAFE LIFE DEFENSE	32555240	BELT	06/18/2026	89.10	06/19/2026
	Total 10-52100-330 CLOTHING ALLOWANCE:				590.97	
10-52100-334 JANITORIAL SUPPLIES						
2241	ITU ABSORB TECH INC	8743318	113971-006 POLICE TOWELS	06/18/2026	151.84	06/19/2026
2241	ITU ABSORB TECH INC	90097	113971-006 POLICE TOWELS	06/05/2026	117.32	06/12/2026
	Total 10-52100-334 JANITORIAL SUPPLIES:				269.16	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	0896158	TRAINING	06/03/2026	490.29	06/05/2026
1539	HYATT ON MAIN	46633548	DUBNICKA	06/03/2026	214.00	06/05/2026
	Total 10-52100-335 SCHOOL EXPENSES:				704.29	
10-52400-250 WEIGHTS & MEASURES INSPECTION						
197	WI DEPT. OF AGRICULTURE, TR	115-0000040022	M & W CONTRACT INSPECT	06/04/2026	750.00	06/05/2026
	Total 10-52400-250 WEIGHTS & MEASURES INSPECTION:				750.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	163593	GENERAL SVCS	05/29/2026	636.00	06/05/2026
	Total 10-53100-233 GIS MAINTENANCE:				636.00	
10-53200-400 MATERIALS						
327	MENARDS - MILWAUKEE	23976	MISC	06/08/2026	30.54	06/12/2026
327	MENARDS - MILWAUKEE	24288	MISC	06/15/2026	10.79	06/19/2026
327	MENARDS - MILWAUKEE	24682	MISC	06/22/2026	383.76	06/26/2026
	Total 10-53200-400 MATERIALS:				425.09	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	06/10/2026	0702787382-00013	06/23/2026	17.43	06/26/2026
536	WE-ENERGIES	06/11/2026	0702787382-00001	06/16/2026	174.15	06/19/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					191.58	
10-53300-405 STREET MATERIALS						
280	LIESENER SOILS INC.	0237444	SOIL	06/02/2026	715.00	06/05/2026
327	MENARDS - MILWAUKEE	23976	MISC	06/08/2026	10.78	06/12/2026
327	MENARDS - MILWAUKEE	24288	MISC	06/15/2026	10.78	06/19/2026
502	VILLAGE HARDWARE - VH	259152/1	BATTERY	06/23/2026	35.98	06/26/2026
502	VILLAGE HARDWARE - VH	259316/1	MISC	06/23/2026	11.84	06/26/2026
Total 10-53300-405 STREET MATERIALS:					784.38	
10-53300-485 BRIDGE MATERIALS						
625	MICHAEL BAKER INTERNATION	90163942	FOOT BRIDGE INSPECT	06/23/2026	5,900.00	06/26/2026
Total 10-53300-485 BRIDGE MATERIALS:					5,900.00	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
502	VILLAGE HARDWARE - VH	259209/1	MISC	06/22/2026	53.97	06/26/2026
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					53.97	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	06/10/2026	0702787382-00016	06/23/2026	15.23	06/26/2026
536	WE-ENERGIES	06/10/2026	0702787382-00005	06/23/2026	15.23	06/26/2026
536	WE-ENERGIES	06/11/2026	0702787382-00003	06/16/2026	17.08	06/19/2026
Total 10-53400-221 BUS STOP-ELECTRIC:					47.54	
10-53620-400 MATERIALS						
502	VILLAGE HARDWARE - VH	259040/1	MISC	06/15/2026	24.29	06/19/2026
4888	CARLIN SALES	3091912-00	MISC	06/12/2026	337.79	06/19/2026
Total 10-53620-400 MATERIALS:					362.08	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0001225-1996-0	MSW	06/09/2026	10,317.21	06/12/2026
Total 10-53630-370 LANDFILL FEES:					10,317.21	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0075924-2286-4	YARDWASTE	06/09/2026	1,185.30	06/12/2026
1298	WASTE MANAGEMENT OF WI-M	0076051-2286-5	YARDWASTE	06/23/2026	1,330.24	06/26/2026
Total 10-53642-400 MATERIALS:					2,515.54	
10-53700-300 MISCELLANEOUS EXPENSE						
327	MENARDS - MILWAUKEE	23480	MISC	06/01/2026	46.53	06/05/2026
2241	ITU ABSORB TECH INC	8736006	SHOP	06/01/2026	11.56	06/05/2026
2241	ITU ABSORB TECH INC	8743315	SHOP	06/11/2026	11.56	06/19/2026
2457	GFL ENVIRONMENTAL SVS USA	lq03524242	DISPOSAL	06/24/2026	56.23	06/26/2026
2546	NIPPON SANSO MATHESON, IN	0033489567	CYLINDER RENTAL	06/22/2026	54.25	06/26/2026
Total 10-53700-300 MISCELLANEOUS EXPENSE:					180.13	
10-53700-341 REPAIR PARTS						
436	RITTER TECHNOLOGY LLC	g53724-001	PARTS	06/01/2026	628.26	06/05/2026
436	RITTER TECHNOLOGY LLC	g59886-001	PARTS	06/22/2026	339.29	06/26/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
776	GRAINGER INC.	1588735789	MISC	06/22/2026	25.71	06/26/2026
976	GORDIE BOUCHER FORD OF M	864941	MISC PARTS	06/01/2026	12.80	06/05/2026
976	GORDIE BOUCHER FORD OF M	865009	MISC PARTS	06/02/2026	27.20	06/05/2026
2569	CURRAN, DANIEL	296	PLASMA CUT PIECES	06/15/2026	200.00	06/19/2026
2987	TEREX	7670354	SERVICE	06/09/2026	3,254.42	06/12/2026
5980	MILWAUKEE TRACTOR & EQUIP	IM19897	PARTS	06/01/2026	198.45	06/05/2026
	Total 10-53700-341 REPAIR PARTS:				4,686.13	
10-53700-343 FUEL						
57	JPMORGAN CHASE BANK NA	05/27/2026	FUEL	06/03/2026	57.52	06/05/2026
2179	EDWARD H. WOLF & SONS INC	493319	DEF	06/05/2026	849.50	06/12/2026
2179	EDWARD H. WOLF & SONS INC	555745	FUEL	06/01/2026	2,752.50	06/05/2026
2179	EDWARD H. WOLF & SONS INC	555755	FUEL	06/01/2026	2,684.18	06/05/2026
2179	EDWARD H. WOLF & SONS INC	570770	FUEL	06/12/2026	2,104.72	06/19/2026
2179	EDWARD H. WOLF & SONS INC	570785	FUEL	06/12/2026	903.65	06/19/2026
	Total 10-53700-343 FUEL:				9,352.07	
10-53700-346 MISC DPW SHOP TOOLS						
631	FACTORY MOTOR PARTS	160-289521	TOOLS	06/22/2026	1,399.00	06/26/2026
	Total 10-53700-346 MISC DPW SHOP TOOLS:				1,399.00	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	5/26/26	0702787382-00002	06/03/2026	136.72	06/05/2026
	Total 10-53800-220 GAS UTILITIES:				136.72	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/26/26	0702787382-00002	06/03/2026	1,315.51	06/05/2026
536	WE-ENERGIES	5/26/26	0702787382-00002	06/03/2026	1,315.52	06/05/2026
	Total 10-53800-221 ELECTRIC UTILITIES:				2,631.03	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	VH WATER AND SEWER	06/01/2026	859.48	06/05/2026
	Total 10-53800-223 WATER/SEWER UTILITIES:				859.48	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	05/27/2026	APPLE	06/03/2026	.99	06/05/2026
2136	VERIZON WIRELESS	614504698	787000169-00001	06/11/2026	17.62	06/12/2026
2136	VERIZON WIRELESS	87782	100000186946 GPS	06/02/2026	47.85	06/05/2026
5312	AT & T- VILLAGE	06152026	287334403697 VLG	06/23/2026	142.72	06/26/2026
	Total 10-53800-224 CELL PHONES:				209.18	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH INC	8736008	TOWELS/MATS	06/01/2026	432.79	06/05/2026
2241	ITU ABSORB TECH INC	8743317	TOWELS/MATS	06/11/2026	5.59	06/19/2026
2241	ITU ABSORB TECH INC	A000090061	TOWELS/MATS	06/09/2026	307.02	06/12/2026
	Total 10-53800-300 MISCELLANEOUS EXPENSE:				745.40	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	140458	ANNUAL SAFETY	06/05/2026	1,462.50	06/12/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53800-333 SAFETY PROGRAM:					1,462.50	
10-53900-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	MISC	06/03/2026	20.50	06/05/2026
Total 10-53900-310 SUPPLIES/EXPENSES:					20.50	
10-55200-435 PLAYGROUND MATERIALS						
280	LIESENER SOILS INC.	0237444	SOIL	06/02/2026	175.00	06/05/2026
502	VILLAGE HARDWARE - VH	258684/1	NUTS BOLTS	06/02/2026	1.62	06/05/2026
502	VILLAGE HARDWARE - VH	258794/1	PLAYGROUND	06/05/2026	8.07	06/12/2026
Total 10-55200-435 PLAYGROUND MATERIALS:					184.69	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	6.10.2026	LX CLUB FEES	06/12/2026	390.00	06/19/2026
Total 10-55400-430 LX CLUB MATERIALS:					390.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	06/10/2026	0702787382-00011	06/23/2026	54.80	06/26/2026
Total 10-55440-220 GAS UTILITIES:					54.80	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/10/2026	0702787382-00010	06/23/2026	101.36	06/26/2026
Total 10-55440-221 ELECTRIC UTILITIES:					101.36	
10-55440-450 SKATE RINK MATERIALS						
57	JPMORGAN CHASE BANK NA	05/27/2026	RINK	06/03/2026	130.61	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	RINK	06/03/2026	9.61	06/05/2026
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	L, ICE RINK	06/01/2026	121.47	06/05/2026
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	LONGACRE PAVILION	06/01/2026	1,102.40	06/05/2026
776	GRAINGER INC.	9947075660	BAGS	06/12/2026	69.70	06/19/2026
Total 10-55440-450 SKATE RINK MATERIALS:					1,433.79	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	169917	FORESTRY REQUESTS	06/01/2026	5,250.00	06/05/2026
Total 10-56100-125 FORESTRY CONSULTANT:					5,250.00	
10-56100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	05/27/2026	CONFLUENCE	06/03/2026	78.02	06/05/2026
Total 10-56100-310 SUPPLIES/EXPENSES:					78.02	
10-56100-465 TREE MAINTENANCE						
5933	WACHTEL TREE SCIENCE & SE	170275	SPRAY	06/03/2026	193.00	06/05/2026
Total 10-56100-465 TREE MAINTENANCE:					193.00	
10-59000-500 CONTINGENCY FUND						
574	UPI, LLC	1-2512	BEACH DR	06/04/2026	4,095.19	06/12/2026
5986	WSO GRADING & EXCAVATING	4380	APRIL FLOOD	06/05/2026	49,954.50	06/12/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-59000-500 CONTINGENCY FUND:					54,049.69	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	163593	GENERAL SVCS	05/29/2026	616.00	06/05/2026
Total 21-53100-233 GIS MAINTENANCE:					616.00	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	06/10/2026	0702787382-00004	06/23/2026	10.73	06/26/2026
Total 21-72000-220 GAS UTILITIES:					10.73	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/10/2026	0702787382-00004	06/23/2026	135.22	06/26/2026
536	WE-ENERGIES	06/10/2026	0702787382-00007	06/23/2026	20.38	06/26/2026
Total 21-72000-221 ELECTRIC UTILITIES:					155.60	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80239354	HOSTING SERV UNIT	05/28/2026	334.08	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	APPLE	06/03/2026	.49	06/05/2026
281	LINCOLN CONTRACTORS SUP	J96807	MARKING PAINT	06/08/2026	107.77	06/26/2026
2136	VERIZON WIRELESS	87782	100000186946 GPS	06/02/2026	47.85	06/05/2026
5312	AT & T- VILLAGE	06152026	287334403697 VLG	06/23/2026	87.64	06/26/2026
Total 21-73000-400 MATERIALS:					577.83	
21-91000-871 TELEVISING						
256	KAPUR & ASSOCIATES, INC.	140808	CCTV	06/11/2026	3,220.00	06/19/2026
Total 21-91000-871 TELEVISING:					3,220.00	
22-53650-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	17785	VLG ATTORNEY	06/01/2026	602.50	06/05/2026
1299	WASTE MANAGEMENT OF WI-M	8229445	RECYCLING	06/08/2026	3,267.00	06/12/2026
Total 22-53650-210 CONTRACT SERVICES:					3,869.50	
22-53800-310 SUPPLIES/EXPENSES						
2136	VERIZON WIRELESS	87782	100000186946 GPS	06/02/2026	47.85	06/05/2026
5312	AT & T- VILLAGE	06152026	287334403697 VLG	06/23/2026	87.64	06/26/2026
Total 22-53800-310 SUPPLIES/EXPENSES:					135.49	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	FEB-MAY 2026	POOL WATER AND SEWER	06/01/2026	435.75	06/05/2026
Total 23-55420-223 WATER/SEWER UTILITIES:					435.75	
24-44430 ELECTRICAL PERMIT						
1460	CURRENT ELECTRIC	E16482	REFUND PERMIT	06/09/2026	60.00	06/12/2026
2575	INCAN ELECTRIC	1.000062781	7839 N LINKS CIRCLE	06/19/2026	75.00	06/26/2026
Total 24-44430 ELECTRICAL PERMIT:					135.00	
24-44470 PLUMBING PERMIT						
2579	DS PROPERTY MAINTANCE	1.061748	8033 N REGENT	08/05/2025	100.00	06/26/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
	Total 24-44470 PLUMBING PERMIT:				100.00	
24-52400-210 CONTRACT SERVICES						
2549	NORTH SHORE INSPECTION S	MAY 2026	INSPECTION SERVICES	06/01/2026	22,866.06	06/05/2026
	Total 24-52400-210 CONTRACT SERVICES:				22,866.06	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	17785	VLG ATTORNEY	06/01/2026	145.40	06/05/2026
	Total 24-52400-218 VILLAGE ATTORNEY:				145.40	
25-53420-400 MATERIALS						
4888	CARLIN SALES	3091474-00	STAPLES	06/02/2026	76.99	06/05/2026
	Total 25-53420-400 MATERIALS:				76.99	
25-53420-483 LANDSCAPING						
280	LIESENER SOILS INC.	0237444	SOIL	06/02/2026	715.00	06/05/2026
	Total 25-53420-483 LANDSCAPING:				715.00	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	87782	100000186946 GPS	06/02/2026	47.85	06/05/2026
5312	AT & T- VILLAGE	06152026	287334403697 VLG	06/23/2026	25.61	06/26/2026
	Total 25-53800-210 CONTRACT SERVICES:				73.46	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	163593	GENERAL SVCS	05/29/2026	336.00	06/05/2026
	Total 25-53800-233 GIS MAINTENANCE:				336.00	
25-53800-234 GREEN INSFRASTRUCT MAINTENANCE						
2824	MAREK LANDSCAPING	6215	ANNUAL	06/18/2026	2,850.32	06/26/2026
	Total 25-53800-234 GREEN INSFRASTRUCT MAINTENANCE:				2,850.32	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	164037	INDIAN CREEK	06/18/2026	3,009.00	06/26/2026
776	GRAINGER INC.	9960126796	PET WASTE BAGS	06/24/2026	827.08	06/26/2026
	Total 25-91500-800 WPDES COMPLIANCE PROGRAM:				3,836.08	
25-91500-803 STORM SEWER - FEMA/AUG 2025						
256	KAPUR & ASSOCIATES, INC.	140806	FLOOD DAMAGE	06/11/2026	580.00	06/19/2026
256	KAPUR & ASSOCIATES, INC.	140829	GENERAL PROF	06/11/2026	1,065.40	06/19/2026
	Total 25-91500-803 STORM SEWER - FEMA/AUG 2025:				1,645.40	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	140803	YATES, BELL THORNE	06/09/2026	976.70	06/19/2026
256	KAPUR & ASSOCIATES, INC.	140804	BEACH	06/11/2026	2,566.25	06/19/2026
256	KAPUR & ASSOCIATES, INC.	140809	BEACH	06/11/2026	831.25	06/19/2026
535	MUNICIPAL LAW & LITIGATION	17478	VLG ATTORNEY	06/02/2026	885.50	06/05/2026
535	MUNICIPAL LAW & LITIGATION	17785	VLG ATTORNEY	06/01/2026	1,564.60	06/05/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
	Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:				6,824.30	
25-91500-835 STORM SEWER SYSTEM (MISC)						
256	KAPUR & ASSOCIATES, INC.	140812	STORM SEWER	06/11/2026	9,377.23	06/19/2026
1015	BRIDGETOWER OPCO LLC	745878679	PUBLIC NOTICE	06/23/2026	541.80	06/26/2026
5986	WSO GRADING & EXCAVATING	4382	SAW CUT	05/29/2026	5,400.00	06/05/2026
	Total 25-91500-835 STORM SEWER SYSTEM (MISC):				15,319.03	
40-91100-816 SMALL EQUIPMENT PURCHASES						
57	JPMORGAN CHASE BANK NA	05/27/2026	MISC	06/03/2026	46.40	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	MISC	06/03/2026	957.34	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	MISC	06/03/2026	74.75	06/05/2026
	Total 40-91100-816 SMALL EQUIPMENT PURCHASES:				1,078.49	
40-91200-801 SQUAD CARS						
2006	10-33 VEHICLE SERVICES LLC	4514	SET UP	06/11/2026	9,550.47	06/12/2026
2564	HOOPSTER PERFORMANCE G	7171	GRAPHICS	06/03/2026	1,485.00	06/05/2026
	Total 40-91200-801 SQUAD CARS:				11,035.47	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	140803	YATES, BELL THORNE	06/09/2026	976.60	06/19/2026
256	KAPUR & ASSOCIATES, INC.	140804	BEACH	06/11/2026	2,566.25	06/19/2026
256	KAPUR & ASSOCIATES, INC.	140809	BEACH	06/11/2026	831.25	06/19/2026
574	UPI, LLC	pay app 3 Beach Dr	BEACH DR	05/29/2026	64,442.33	06/05/2026
1588	UNION PACIFIC RAILROAD CO	90162441	SURFACE EXT	06/02/2026	214.31	06/05/2026
1588	UNION PACIFIC RAILROAD CO	90163942	SURFACE EXT	06/23/2026	3,123.02	06/26/2026
2016	BAXTER & WOODMAN INC.	285863^	BRADLEY RD	06/18/2026	1,504.09	06/26/2026
	Total 40-91500-801 STREET RESURFACING:				73,657.85	
40-91500-825 PROJECT MANAGEMENT						
39	RUEKERT MIELKE, INC.	164036	BRIC GRAN	06/18/2026	6,585.00	06/26/2026
	Total 40-91500-825 PROJECT MANAGEMENT:				6,585.00	
40-91600-800 STORMWATER ROAD PROJECT						
574	UPI, LLC	pay app 3 Beach Dr	BEACH DR	05/29/2026	13,221.00	06/05/2026
	Total 40-91600-800 STORMWATER ROAD PROJECT:				13,221.00	
40-91600-811 BEACH DRIVE JETTIES						
256	KAPUR & ASSOCIATES, INC.	140807	JETTIES IMPROV	06/11/2026	4,070.00	06/19/2026
2251	MICHELS CORP	pay app 1	BEACH DR SHORELIN	06/18/2026	212,657.81	06/26/2026
	Total 40-91600-811 BEACH DRIVE JETTIES:				216,727.81	
40-91600-821 BUILDING REPAIRS-GARAGE DOOR						
2160	PAUL REILLY COMPANY	138140	DOOR REPAIR	06/05/2026	2,925.33	06/12/2026
2160	PAUL REILLY COMPANY	138141	DOOR REPAIR	06/05/2026	2,820.33	06/12/2026
	Total 40-91600-821 BUILDING REPAIRS-GARAGE DOOR:				5,745.66	
40-91600-833 TREE REPLACEMENT						
280	LIESENER SOILS INC.	0237444	SOIL	06/02/2026	715.00	06/05/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2824	MAREK LANDSCAPING	6212	VEGETATION MAINTENANCE	06/09/2026	1,122.00	06/12/2026
5933	WACHTEL TREE SCIENCE & SE	169916	EAB	06/01/2026	495.00	06/05/2026
	Total 40-91600-833 TREE REPLACEMENT:				2,332.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	163593	GENERAL SVCS	05/29/2026	385.00	06/05/2026
	Total 50-53100-233 GIS MAINTENANCE:				385.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	122	MONTHLY	06/01/2026	26,519.25	06/05/2026
	Total 50-81000-601 SOURCE OF WATER SUPPLY:				26,519.25	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1363	MONTHLY MANAGEMENT FEE	06/03/2026	6,500.00	06/05/2026
	Total 50-81000-640 OPERATIONS LABOR WATER MAINS:				6,500.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
57	JPMORGAN CHASE BANK NA	05/27/2026	WATER DEPT	06/03/2026	16.99	06/05/2026
57	JPMORGAN CHASE BANK NA	05/27/2026	WATER DEPT	06/03/2026	35.94	06/05/2026
1179	MILWAUKEE RUBBER PRODUC	0130844-IN	COUPLERS	06/09/2026	44.98	06/26/2026
2546	NIPPON SANSO MATHESON, IN	0033447988	WATER DEPT	06/18/2026	42.00	06/26/2026
	Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:				139.91	
50-81000-651 MAINTENANCE OF MAINS						
280	LIESENER SOILS INC.	0237444	SOIL	06/02/2026	715.00	06/05/2026
281	LINCOLN CONTRACTORS SUP	J96807	MARKING PAINT	06/08/2026	107.77	06/26/2026
1000	GREAT LAKES POWER VAC, LL	13034	HYDRO TRUCK W/ TWO MEN	06/13/2026	2,289.58	06/26/2026
1273	WOLF PAVING CO. INC.	55185	4LT	06/02/2026	334.40	06/05/2026
1535	WISCONSIN UTILITY EXPOSUR	81535	WATERMAIN BREAK	01/31/2026	1,764.00	06/05/2026
2241	ITU ABSORB TECH INC	8736007	WATER	06/01/2026	48.60	06/05/2026
2241	ITU ABSORB TECH INC	8743316	WATER DEPT	06/11/2026	8.37	06/19/2026
	Total 50-81000-651 MAINTENANCE OF MAINS:				5,267.72	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	140803	YATES, BELL THORNE	06/09/2026	976.70	06/19/2026
574	UPI, LLC	pay app 3 Beach Dr	BEACH DR	05/29/2026	4,221.00	06/05/2026
	Total 50-81000-800 CAPITAL OUTLAY:				5,197.70	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80239354	HOSTING SERV UNIT	05/28/2026	334.09	06/05/2026
	Total 50-81000-903 SUPPLIES AND EXPENSE:				334.09	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
57	JPMORGAN CHASE BANK NA	05/27/2026	APPLE	06/03/2026	.50	06/05/2026
2136	VERIZON WIRELESS	614504698	787000169-00001	06/11/2026	17.62	06/12/2026
2136	VERIZON WIRELESS	87782	100000186946 GPS	06/02/2026	47.85	06/05/2026
5312	AT & T- VILLAGE	06152026	287334403697 VLG	06/23/2026	87.64	06/26/2026
	Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:				153.61	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	S7712	SYSTEM MEMBERSHIP RENEW	06/01/2026	575.00	06/12/2026
Total 50-81000-930 MISC GENERAL EXPENSE:					575.00	
70-12100 TAXES RECEIVABLES						
1249	KHAVANIN, M RAY	43275	OVERPAYMENT TAXES	06/02/2026	.60	06/12/2026
2561	GRAU, JULIE M	43201	OVERPAYMENT TAXES	06/01/2026	1,542.02	06/12/2026
2562	PICKART FAMILY TRUST	43151	OVERPAYMENT TAXES	06/01/2026	.05	06/05/2026
5558	SABITOV, RUSTEM	43200	OVERPAYMENT OF TAXES	06/01/2026	1,841.37	06/05/2026
Total 70-12100 TAXES RECEIVABLES:					3,384.04	
Grand Totals:					675,553.72	

Date Approved: _____

Village Manager: _____

Village Board: _____

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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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Accept the quote of Asphalt Contractors, Inc. in an amount not to exceed $133,180.30 for roadway patches at various locations in the Village and authorize the Village Manager to sign the agreement per the Director of Public Works' memorandum. (Pg. 31-33)

Overview

Background

During the course of the last year, Fox Point DPW staff have identified additional roads in need of substantial patching. Staff publicly bid the roadway patch project and opened the quotes on June 26, 2026. In addition to posting the bidding documents on the Village website and at Village Hall, the bid documents were submitted to seven contractors: Munson, Inc., BMCI, Merit Asphalt, Pablocki Paving, Parking Lot Maintenance, LLC, Asphalt Contractors, Inc. and Johnson & Sons Paving. Three of the seven submitted quotes by the required June 26, 2026 deadline – Pobloci Paving, Asphalt Contractors, Inc. and Munson, Inc. Of the three, Asphalt Contractors, Inc. submitted the lowest quote/bid in the amount of $133,180.30. Approximately $12,000 of the patching cost is related to water main break repairs.

Request

Recommendation
The Village has budgeted funds in the Capital Projects Fund and Water Utility Fund to patch roads in the Village. While Asphalt Contractors has not performed work in the Village previously, their superintendent has performed work in the Village when he worked for a different contractor. Given the superintendent's familiarity with the Village and the cost savings to the Village (Poblocki's bid was $147,992 and Munson's was $172,139), it is my recommendation that the Village Board award the contract to Asphalt Contractors, Inc. in an amount not to exceed $133,180.30 and authorize the Village Manager to sign the contract.

Attachments

1. Bid Comparison

2026 Road Patch Project - Bid Comparison

		Asphalt Contractors, Inc.	Poblocki Paving	Munson, Inc
Base Bid	item 1	$ 58,738.66	$ 62,626.00	$ 70,440.00
	Item 2	$ 13,333.32	$ 15,277.00	$ 18,393.00
	Item 3	$ 24,024.00	$ 28,720.00	$ 32,604.00
	Item 4	$ 9,189.18	$ 11,261.00	$ 14,702.00
	Item 5	$ 16,516.50	$ 18,235.00	$ 22,235.00
	Item 6	$ 4,282.62	$ 4,524.00	$ 4,929.00
	Item 7	$ 7,096.02	$ 7,349.00	$ 8,836.00
		$ 133,180.30	$ 147,992.00	$ 172,139.00
Altermate Bid	item 1	$ 18,018.00	$ 19,311.00	$ 26,986.00
	Item 2	$ 11,021.01	$ 12,771.00	$ 15,617.00
	Item 3	$ 5,885.88	$ 6,861.00	$ 9,812.00
		$ 34,924.89	$ 38,943.00	$ 52,415.00

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Accept the bid of Cudahy Roofing & Supply, Inc. in the amount of $58,400 for repairs to the Village Hall and DPW roof pursuant to the Director of Public Works' memorandum dated June 25, 2026. (Pg. 34-40)

Overview

Background
Village staff commissioned an updated report of the condition of the Village Hall and DPW facility which determined that, among other things, repair or replacement of the roof on the buildings should occur. During recent rain events, particularly last August, the leaks in the roof became more apparent and caused damage to ceiling tile in the administrative offices and leaked down into the work spaces in the DPW garage.

The Village budgeted $350,000 for replacement of the roof but staff met with a roof consultant (Tremco) who strongly suggested making repairs to the roof as opposed to replacing given that the Village may consider replacing the DPW and Village Hall facility in the near future. Tremco prepared specifications and bid documents for the repair project which was posted on the Village website. The bid documents were also sent to roofing contractors and quotes were due June 19, 2026.

Two contractors submitted quotes for the repair work:Cudahy Roofing and Supply, Inc. in the amount of $58,400 and Langer Roofing & Sheet Metal, Inc. in the amount of $60,000. Both also submitted quotes for the replacement of the shingles on the salt shed as an alternate bid item.

Request

Recommendation
Staff is recommending that the Village Board award the roof repair project to Cudahy Roofing & Supply, Inc. in the amount of $58,400. Staff is not recommending awarding the alternate bid item as the base bid includes repairs to the shingles on the salt shed and it is staff's opinion

that replacement of the shingles could be considered in approximately five years if action has yet to be taken on a new Village Hall and DPW facility. The Village budgeted $350,000 for replacement of the roof and there is adequate budget for the proposed repairs.

Attachments

1. Cudahy Roofing Recc letter, bid tab & bid

wti The Service Subsidiary of Tremco, Inc

TREMCO Construction Products Group

June 29th, 2026

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

Re: Village of Fox Point DPW Campus / Village Hall Offices – Roof Repair Bids

Mr. Brandmeier:

Pursuant to the bid proposals provided by responsive contractors on June 19th, 2026 for the "2026 Roof Repair Project", I have attached a Bid Tabulation Form showing the bids provided by the roofing contractors who met the requirements.

At this point, the recommendation we offer is to select the Cudahy Roofing Base Bid for $58,400.00. It is our opinion to delay the replacement of the salt shed roof. The shingle roof replacement costs may hold to be consistent over the next two – three years which will allow the Village the time needed to determine if the facility is needed rather than invest $22,400.00 on a potentially obsolete facility. Repair of the missing shingles for the salt shed roof are already included in the $58,400.00 sum. Additionally, an Allowance of the amount of $5,000.00 is also included in the Base Bid Proposal amount for any items that are unforeseen or required in addition to the specified repairs.

If it is determined at a later date the roof will need complete replacement, a separate contract can be procured for likely close to the same cost as a stand-alone project.

If there are any questions, or I can assist further, please contact me directly. Once the contract is issued, I will work with Cudahy Roofing to coordinate / schedule the project execution.

Sincerely,

Erik Krumholz

Erik Krumholz
Senior Consultant

Enclosure: Village of Fox Point 2026 Roof Repair Project Bid Tabulations

ekrumholz@tremcoinc.com • www.tremcoroofing.com

Village of Fox Point Roof Repair Project **ROOF PROJECT BID TABS / RESULTS** **June 19th, 2026**

BIDDING CONTRACTOR:	BASE BID AMOUNT	ALTERNATE BID AMOUNT	ADD #1 OF 1 CHECKED	HOURLY RATE (T & M Work Only)	MATERIALS MARK UP % (T & M Work Only)	5% Bid Bond
CUDAHY ROOFING	$ 58,400.00	$ 22,400.00	x	$ 125 / HOUR	10%	X
FJA CHRISTIANSEN ROOFING	NON RESPONSIVE					
LANGER ROOFING & SHEET METAL	$ 60,000.00	$ 23,400.00	x	$ 120 / HOUR	15%	X

*Note: Hourly Rate and % markup relate only to Time and Materials Work that is unforeseen (Allowances - Section 012100)

Recommendation is to accept the Bid from Cudahy Roofing for $58,400.00

BID PROPOSAL FORM

VILLAGE OF FOX POINT, WI - 2026 ROOF REPAIR PROJECT

Bids Close: 1:00 PM – FRIDAY, JUNE 19TH, 2026 (EMAILED)

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

We Cudahy Roofing & Supply, Inc. (a company) ~~(a partnership)~~ ~~(an individual)~~
(company name)

of P.O. Box 100525 / 4801 S. Whitnall Avenue, Cudahy, WI 53110 (414) 483-7100
(city) (state) (zip) (street) (telephone no.)

have examined the specifications entitled VILLAGE OF FOX POINT 2026 ROOF REPAIR PROJECT dated January 5th, 2026 as prepared by TREMCO Inc. of Sheboygan, Wisconsin, AND being familiar with the facility and proposed work, including availability of material, labor and equipment hereby agree to furnish all labor, equipment, tools and materials required to perform all work in the contract drawings and specifications, and dated June 3rd, 2026 to complete the roof replacement project in Milwaukee County, WI, and to execute in the amount specified. The Bidder acknowledges receipt of the following Addenda: #1 6/17/2026 #2 _____

VILLAGE OF FOX POINT – 2026 ROOF REPAIR PROJECT

Base Bid Amount: The amount to provide all related construction trade work and materials described herein, The lump sum cost below includes ALL LABOR, MATERIALS, ALLOWANCES, PERMITS AND REQUIRED BONDS as specified per the Project Specifications Manual and Project Drawings provided.

Bid Proposal does not include sales tax or freight costs of materials to be direct purchase at the directive of Contractor. The VILLAG OF FOX POINT is tax exempt in all cases and freight exempt if utilizing a Group Purchasing Cooperative.

BASE BID: ALL Worked Specified for Roofs #1, #2, #3, #4, #5A, #5B & #7 $ 58,400.00

ALTERNATE BID: Full Replacement of Roof #7 (shingles, underlayment) $ 22,400.00 **(ADD)**

Time and Materials Costs (Unforeseen items outside the project scopes)

Labor Rates: $ 125.00 / per hour – LABOR RATE

Percentage Markup of Extra Materials Required: 10 %

The undersigned agrees, if awarded the contract for work to commence the contract work upon written notice.

NAME: Adam Kielpinski

SIGNATURE: Adam Kielpinski

COMPANY: Cudahy Roofing & Supply, Inc.

DATE: 6/18/2026

RLI®
SURETY

P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: contract.surety@rlicorp.com
RLISURETY.COM

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, CUDAHY ROOFING & SUPPLY, INC.
of 4801 S WHITNALL AVENUE, CUDAHY, WI 53110
as Principal, and **RLI Insurance Company**, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of WISCONSIN, are held and firmly bound unto
Village of Fox Point, as Obligee, in the penal sum of
FIVE PERCENT (5%),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for 2026 Roof Repairs.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 18TH day of JUNE, 2026.

CUDAHY ROOFING & SUPPLY, INC.
Principal

By: Adam Kielpinski

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: T Catha
TOBIN G HARTMAN — Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
800-645-2402

C0006304-10,0

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tobin G. Hartman

in the City of New Berlin, State of Wisconsin its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 8th day of July, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 8th day of July, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18TH day of JUNE, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

4865701020212

A0058D19

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Approve the Base Bid and Alternate Bid No. 2 from WSO Grading & Excavating in an amount not to exceed $141,005 for the Storm Sewer Replacement Project and authorize the Village President and Village Clerk/Treasurer to execute the contract. (Pg. 41-45)

Overview

Background
Fox Point retained Kapur & Associates to assist with the development of plans and specifications for the replacement of three storm sewer segments in the Village. These include approximately 130 feet of pipe on Fox Lane to the west of Gray Log Lane, approximately 340 feet of pipe on Fox Lane west of Goodrich Lane, and approximately 100 feet of pipe on the east side of Lake Drive between Links Circle and Bradley Road. Considering the budget available for the storm sewer replacements and that the section west of Gray Log was added to the project as sink holes were discovered in the pipe, the project was separated into three bid items: the base bid being the segment on Fox west of Gray Log, Alternate Bid 1 being the storm sewer on Lake Drive and Alternate Bid 2 being the segment on Fox west of Goodrich.

Request

Recommendation
Bids were opened on June 30, 2026 and two contractors submitted bids to perform the work - one from All-Ways Contractors and the other from WSO Grading & Excavating. All-Ways submitted the low bid for the Base Bid but, when considered with the recommendation to also perform the work associated with Alternate Bid No. 2, WSO Grading and Excavating has the lower bid of the two as shown on the attached bid tabulation sheet and recommendation letter.

It is staff's recommendation that the Village approve the Base Bid and Alternate Bid No. 2 and award the work to WSO Grading & Excavating in the amount of $141,005. Staff is recommending the work be performed on Alternate Bid No. 2 as it is located approximately one-quarter mile east of the Base Bid location and the pipe is in need of replacement. Please

note the following:

1. Staff bid the project with a base bid and two alternates due to potential budgetary constraints. Based on the bids received, staff is comfortable proceeding with the Base Bid and Alternate Bid No. 2 and funding is available in the storm water utility fund.
2. Staff is not recommending that the work associated with Base Bid No. 1 be performed. The cost appears to be reasonable and is within the construction cost estimate range but the April storms have created damaged to the channel and retaining wall downstream of the storm sewer pipe. Staff is intending to address these damaged areas with a separate project to be bid early next spring.

Based on the foregoing, staff is also recommending that the Village Board authorize the Village President and Village Clerk/Treasurer be authorized to execute the contract on behalf of the Village.

Attachments
1. Stormwater improvement project recc letter 7.6.2026
2. Stormwater improvement project Bid comparison 7.7.26

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

July 6, 2026

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

RE: 2026 Storm Sewer Improvements Project

Dear Mr. Brandmeier,

Bids were received from two (2) Contractors to complete Storm Sewer Improvements Project: WSO Grading & Excavating LLC. and All-Ways Contractors, Inc.

After reviewing the bids, the following was determined:

- WSO Grading & Excavating LLC. – the total cost of Base Bid and Alternate Bids 1 & 2 are **$190,442.50**
- All-Ways Contractors, Inc. – the total cost of Base Bid and Alternate Bids 1 & 2 are **$211,736.00**

A calculation error was identified in All-Ways Bid Form. Please see highlighted bid item 25A in Alternate Bid 1. In the submitted bid the total amount for item 25A was $1,368.00, however, the correct total should be $3,648. Therefore, the total amount for Alternate Bid 1 should be $66,783.00 instead of the submitted $64,503.00, and the corrected total for the Base Bid and Alternates 1 and 2 should be $211,736.00 instead of $209,456.00.

Based on available 2025 capital budget Kapur & Associates, Inc. recommends the award of this project to WSO Grading & Excavating LLC. with Base Bid in amount of $58,180.00 and Alternate Bid 2 in amount of $82,825.00 or total **$141,005.00.**

WSO Grading & Excavating LLC. has performed this type of work on their previous projects, and is qualified to complete the work included in this contract.

A bid tabulation for all bidders is enclosed for your records. Should you have any comments or need additional information, please call me on (414) 313-4342.

Sincerely,

Yuriy Amelyan, P.E.
Associate/Project Manager

2026 STORM SEWER IMPROVMENTS PROJECT
Village of Fox Point, Wisconsin

BID OPENING: 10:00 am, Tuesday, June 30, 2026

				Wade St. Onge		All-Ways Contractors Inc	
				1210 Beechwood Dr		PO Box 798	
				Cedarburg, WI		Elm Grove, WI 53122	
				414-429-1002		414-412-5596	
I.	**UNIT PRICE BASE BID - Fox Lane & Gray Log Lane Area**						
ITEM #	**ITEM**	**QTY.**	**UNIT**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**
1	Removing Asphaltic Surface	70	SY	$ 36.00	$ 2,520.00	$ 18.00	$ 1,260.00
2	Base Aggregate Dense 1 1/4-Inch	30	TON	$ 63.00	$ 1,890.00	$ 56.00	$ 1,680.00
3	HMA Pavement 4 LT 58-28 S	20	TON	$ 195.00	$ 3,900.00	$ 218.00	$ 4,360.00
4	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	10	LF	$ 91.00	$ 910.00	$ 195.00	$ 1,950.00
5	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	15	LF	$ 91.00	$ 1,365.00	$ 198.00	$ 2,970.00
6	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	105	LF	$ 212.00	$ 22,260.00	$ 216.00	$ 22,680.00
7	Manholes 5-FT Diameter	2	EACH	$ 8,800.00	$ 17,600.00	$ 5,480.00	$ 10,960.00
8	Temporary Ditch Checks	20	LF	$ 6.00	$ 120.00	$ 10.00	$ 200.00
9	Traffic Control	1	LS	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00
10	Sawing Asphalt	140	LF	$ 4.75	$ 665.00	$ 3.50	$ 490.00
11	Neenah Frame and Grate R-1689 Low Profile	2	EACH	$ 465.00	$ 930.00	$ 600.00	$ 1,200.00
12	Landscaping Restoration - All disturbed areas by road and storm water-related work within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	320	SY	$ 17.25	$ 5,520.00	$ 9.40	$ 3,008.00
	BASE BID - Fox Lane & Gray Log Lane Subtotal:			**$**	**58,180.00**	**$**	**52,258.00**
II.	**ALTERNATE BID 1 - Links Circle & Lake Drive**						
ITEM #	**ITEM**	**QTY.**	**UNIT**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**
13A	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	15	LF	$ 200.00	$ 3,000.00	$ 281.00	$ 4,215.00
14A	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	100	LF	$ 212.00	$ 21,200.00	$ 298.00	$ 29,800.00
15A	Manhole 3-FT Diameter	1	EACH	$ 3,400.00	$ 3,400.00	$ 3,520.00	$ 3,520.00
16A	Manhole 4-FT Diameter	1	EACH	$ 3,700.00	$ 3,700.00	$ 3,940.00	$ 3,940.00
17A	Manholes 5-FT Diameter	1	EACH	$ 4,500.00	$ 4,500.00	$ 6,930.00	$ 6,930.00
18A	Temporary Ditch Checks	20	LF	$ 6.00	$ 120.00	$ 10.00	$ 200.00
19A	Silt Fence	150	LF	$ 4.50	$ 675.00	$ 4.00	$ 600.00
20A	Medium Rip Rap	20	TON	$ 145.00	$ 2,900.00	$ 100.00	$ 2,000.00
21A	Geotextile Type R	15	SY	$ 8.50	$ 127.50	$ 10.00	$ 150.00
22A	Traffic Control	1	LS	$ 500.00	$ 500.00	$ 6,980.00	$ 6,980.00
23A	Neenah Frame and Grate R-2464 Low Profile	3	EACH	$ 465.00	$ 1,395.00	$ 600.00	$ 1,800.00
24A	Salvage and Reinstall Existing Lannon Stone Endwall	2	EACH	$ 1,200.00	$ 2,400.00	$ 1,500.00	$ 3,000.00
25A	Landscaping Restoration - All disturbed areas by road and storm water-related work within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	320	SY	$ 17.25	$ 5,520.00	$ 11.40	$ 3,648.00
	ALTERNATE BID 1 - Links Circle & Lake Drive Subtotal:			**$**	**49,437.50**	**$**	**66,783.00**
III.	**ALTERNATE BID 2 - Fox Lane & Goodrich Lane**						

2026 STORM SEWER IMPROVMENTS PROJECT
Village of Fox Point, Wisconsin

BID OPENING: 10:00 am, Tuesday, June 30, 2026

				Wade St. Onge 1210 Beechwood Dr Cedarburg, WI 414-429-1002		All-Ways Contractors Inc PO Box 798 Elm Grove, WI 53122 414-412-5596	
ITEM #	**ITEM**	**QTY.**	**UNIT**	**UNIT $**	**TOTAL**	**UNIT $**	**TOTAL**
26A	Removing Asphaltic Surface	100	SY	$ 36.00	$ 3,600.00	$ 18.00	$ 1,800.00
27A	Base Aggregate Dense 1 1/4-Inch	35	TON	$ 63.00	$ 2,205.00	$ 56.00	$ 1,960.00
28A	HMA Pavement 4 LT 58-28 S	25	TON	$ 195.00	$ 4,875.00	$ 218.00	$ 5,450.00
29A	PVC Storm Sewer SDR 26 12-Inch	340	LF	$ 105.00	$ 35,700.00	$ 137.00	$ 46,580.00
30A	Nyloplast Drain Basin 24-Inch	5	EACH	$ 3,200.00	$ 16,000.00	$ 3,980.00	$ 19,900.00
31A	Nyloplast Frame and Grate 2499 CGS (Open Grate)	4	EACH	$ 450.00	$ 1,800.00	$ 500.00	$ 2,000.00
32A	Nyloplast Frame and Grate 2499 CGC (Closed Grate)	1	EACH	$ 450.00	$ 450.00	$ 500.00	$ 500.00
33A	Temporary Ditch Checks	20	LF	$ 6.00	$ 120.00	$ 10.00	$ 200.00
34A	Traffic Control	1	LS	$ 500.00	$ 500.00	$ 4,500.00	$ 4,500.00
35A	Sawing Asphalt	250	LF	$ 4.75	$ 1,187.50	$ 3.50	$ 875.00
36A	Landscaping Restoration - All disturbed areas by road and storm water-related work within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	950	SY	$ 17.25	$ 16,387.50	$ 9.40	$ 8,930.00
ALTERNATE BID 2 - Fox Lane & Goodrich Lane Subtotal:				**$**	**82,825.00**	**$**	**92,695.00**

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Accept the bid of Compass Minerals in the amount of $85.61 per ton for sodium chloride. (Pg. 46-48)

Overview

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

Request

This year, the unit price for the sodium chloride is $85.61 per ton, an increase of $2.41 per ton over last season's price and an increase of $6.37 over the price from two years ago. It is staff's intent to purchase the following quantities for Fox Point:

1. 50 tons of guaranteed early fill (delivered prior to December 1, 2026) at a cost of $4,280.50.
2. 600 tons of guaranteed seasonal fill (delivered prior to April 30, 2027) at a cost of $51,366.
3. 120 tons of vendor reserve (which may be delivered at the discretion of the Village between December 1, 2026, and April 30, 2027) at a cost of $10,273.20.

In 2026, the Village budgeted $65,000 for salt purchases and has approximately $5,000 remaining in the budget to cover the cost of the deliveries prior to the end of the year. During the budget process for 2027, DPW staff will recommend increasing the budget to $70,000 to

cover the cost of salt to be purchased under this contract as well as to purchase early fill salt as part of the 2027-28 contract. It is noted that the Village has previously budgeted $83,000 for salt purchases but DPW staff has been reducing salt usage throughout the Village and will begin treating roads with brine this winter season. The successful bidder was Compass Minerals from Overland Park, Kansas. Staff recommends the Village Board accept the bid of Compass Minerals that was negotiated by WisDOT and that the Village Board authorize the Director of Public Works to execute the Municipal Salt Agreement on behalf of the Village and submit the agreement to the State of Wisconsin Department of Transportation.

Recommendation

The successful bidder was Compass Minerals from Overland Park, Kansas. Staff recommends the Village Board accept the bid of Compass Minerals that was negotiated by WisDOT and that the Village Board authorize the Director of Public Works to execute the Municipal Salt Agreement on behalf of the Village and submit the agreement to the State of Wisconsin Department of Transportation.

Attachments

1. 2026-27 Rock Salt Bid

ATTACHMENT C **2026/2027 Rock Salt Bid**

PRICE SHEET

SOUTHEAST REGION

Line No.	Destination County	Municipality	Municipality Number	Guaranteed Early Fill	Guaranteed Seasonal Fill	Vendor Reserve	TOTAL QUANTITY	UNITS	UNIT PRICE	EXTENDED	Vendor
	Milwaukee	State of Wisconsin	40395	7,500	16,500	6,000	30,000				Compass
	Milwaukee	Milwaukee County	40000	0	5,400	1,080	6,480				Compass
	Milwaukee	Village of Bayside	40106	0	300	60	360				Compass
	Milwaukee	Village of Brown Deer	40107	0	1,000	200	1,200				Compass
	Milwaukee	Village of Fox Point	40126	50	600	120	770				Compass
	Milwaukee	Village of Greendale	40131	0	1,300	260	1,560				Compass
	Milwaukee	Village of Hales Corners	40136	0	400	80	480				Compass
	Milwaukee	Village of River Hills	40176	150	250	0	400				Compass
	Milwaukee	Village of Shorewood	40181	0	350	70	420				Compass
	Milwaukee	Village of Whitefish Bay	40192	100	700	140	940				Compass
	Milwaukee	City of Cudahy	40211	600	300	180	1,080				Compass
	Milwaukee	City of Franklin	40226	1,000	1,500	500	3,000				Compass
	Milwaukee	City of Glendale	40231	500	800	260	1,560				Compass
	Milwaukee	City of Greenfield	40236	0	2,100	420	2,520				Compass
	Milwaukee	City of Oak Creek	40265	500	3,300	760	4,560				Compass
	Milwaukee	City of Saint Francis	40281	60	520	116	696				Compass
	Milwaukee	City of South Milwaukee	40282	400	1,500	300	2,200				Compass
	Milwaukee	City of Wauwatosa	40291	0	3,400	680	4,080				Compass
	Milwaukee	City of West Allis	40292	0	1,500	300	1,800				Compass
	Milwaukee	Milwaukee County Transit		250	125	75	450				Compass
	Milwaukee	MMSD/Veolia Water Milwaukee LL	40900	60	300	72	432				Compass
	Milwaukee	Wisconsin State Fair Park	40910	110	25	25	160				Compass
	Milwaukee	West Allis School District		0	0	0	0	No salt needed 26/27			Compass
	Milwaukee	Milwaukee Public Schools		1,300	1,300	500	3,100				Compass
	Milwaukee	Dept of Military Affairs-128 Air	40951	10	70	16	96				Compass
00031	**Milwaukee**	**All Destinations in County**		**12,590**	**43,540**	**12,214**	**68,344**	**TONS**	**$ 85.61**	**$ 5,850,929.84**	Compass

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group pursuant to the Director of Public Works' memorandum. (Pg. 49-50)

Overview

Background

Under the Community Development Block Grant (CDBG) Program run by the US Housing and Urban Development (HUD) through Milwaukee County, municipalities have been required to inform elected officials of proposed projects for the 2027 CDBG program.

One recurring request is the reimbursement of lease costs for the LX Club which is an allowable cost under the CDBG program for eligible entities. The LX Club is an eligible entity as a senior citizen based organization and in the past was awarded up to $6,200 as reimbursement for lease expenses. As the Village of Fox Point reimburses the LX Club for their lease expenses, the Village is the appropriate entity to submit an application to Milwaukee County for these costs.

Request

Recommendation
It is staff's recommendation that the Village Board authorize the Director of Public Works to submit the appropriate application materials to the Milwaukee County Department of Community Development for reimbursement of lease expenses for the LX Club for the 2027 fiscal year in an amount of $6,200.

Attachments
None

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Approve the Local Roads Improvement Program (LRIP) State Municipal Agreement between the Wisconsin Department of Transportation and the Village of Fox Point and authorize the Village President and Village Clerk/Treasurer to sign the agreement. (Pg. 51-55)

Overview

Background

Last fall, staff submitted a Local Roads Improvement Program (LRIP) Supplemental grant application to the Department of Transportation for the Bradley Road project (road and storm sewer work). In April of this year, staff received correspondence from the DOT indicating that we had been awarded a $400,000 MSID grant for the reconstruction of Yates Road.

Request

Recommendation

Staff received the State Municipal Agreement on July 2, 2026 and it is my recommendation the Village Board approve the SMA subject to modifications as may be necessary pursuant to subsequent conversations with the DOT and as reviewed and approved by the Village Manager, Director of Public Works and Village Attorney.

Attachments

1. State Muni Project Agreement 7.1.1206

2026 - 2027

Local Roads Improvement Program (LRIP)

State Municipal Project Agreement

Date:	**July 01, 2026**	Program Type:	**MSID**
		CVT:	**40126**
LRIP Project Number:	**20116**	Project ID:	**39508802707**
County:	**Milwaukee**	Appropriation:	**27000**
Recipient:	**Village of Fox Point**	Account:	**8700140**

The signatory city, village, town or county, hereinafter called the Municipality, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the State, enter into this agreement, hereinafter called the Agreement, to accomplish the described project, hereinafter called the Project.

The authority for the Municipality and the State to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12).*

Improvement Type: **Reconstruction** Intended Construction Year: **2027**

Surface Type: **70 - Hot Mix Asphalt Pavement (HMAC)**

On Route 1:	**Yates Rd**
At Route:	**Santa Monica Blvd (Termini)**
Toward Route:	**Green Tree Rd**
Structure	**None**
Section Length	**2165 ft**

Need for Improvement: **Failed Asphalt Pavement**

Other Work: **Adjust manholes, Binder Mat, Clearing and grubbing, Culverts, Establish drainage, Pavement marking, Re-grade ditches, Sidewalk, Storm sewer, Undercutting, Water main***

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
5.00 in	**11 ft 0 in**	**1 ft 0 in**	**N**	**1 ft 0 in**	**N**

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	**$162,000.00**		
Right-of-Way Acquisition:	**$0.00**		
Construction:	**$1,084,000.00**		
Total Eligible Costs:	**$1,246,000.00**		
Total Ineligible Costs	**$784,000.00**		
Total Improvement Costs:	**$2,030,000.00**	**$400,000.00**	**$1,630,000.00**

This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson — July 01, 2026

Local Transportation Programs and Finance — Date

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSID	2026 - 2027	**June 30, 2031**	$400,000.00	July 01, 2026
				Total	$400,000.00	

Terms and Conditions

1. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

2. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

3. Contract modification: This Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this Agreement nor any of its attachments may be changed, waived or terminated orally.

4. Binding effects: All terms of this Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

5. Choice of law and forum: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

6. Non-appropriation of funds: With respect to any payment required to be made by the State under this Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this Agreement after providing written notice not less than thirty (30) days before the termination is to take effect. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])

7. The initiation and accomplishment of the Project will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of a Project is funded using federal funds, the entire Project will be subject to federal requirements. Any federally-funded portion of the Project is not eligible for reimbursement under this Agreement.

8. The construction of the Project will be in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the Project not constructed to standards will be the responsibility of the Municipality unless such exception is explicitly granted in writing by the State.

9. The Municipality will assume all responsibility for complying with all applicable environmental requirements for the Project.

10. The work, which is eligible for State participation, will be administered by the Municipality.

11. The Municipality agrees to comply with the relevant applicable statutes governing advertisements for bids. The Municipality is encouraged to advertise for greater than the minimum requirements to provide the widest possible coverage. The Municipality shall provide the State information regarding the source where the LRIP bid advertisements can be located no less than seven (7) days prior to the first week of advertisement. The Municipality must keep records of publication in the project file. All Municipal contracts for this Project will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of Wis. Stat. § 86.31(2) and all other Municipal bidding requirements.

12. State financing will be limited to up to 90 percent (90%) participation for eligible items for Supplemental projects and 50 percent (50%) participation for eligible items for Entitlement and Discretionary projects or to the limit approved for the Project - whichever is less.

13. Payments to the Municipality will be made after the Project is completed, and the contractor(s) is/are fully reimbursed.

14. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

15. The Municipality will keep records of the cost of the Project, letting documents, advertising information, itemized invoices, and contractor payment documentation and will have them available for inspection by representatives of the State and will furnish copies when requested.

16. By signing this Agreement, the Municipality certifies the estimated costs are provided in good faith based on information known at the time of the estimate creation and reflects an accurate estimate of anticipated costs.

17. The design and construction of the Project must be certified by a registered professional engineer, if the cost of the Project exceeds $65,000 per Wis. Stat. § 86.31(2)(e).

18. Federal Single Audits of Local Government Units:

a. The Municipality shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)

b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget and state single audit guidelines issued by the Wisconsin Department of Administration.

c. The Municipality will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the State within ten (10) years of project closing.

19. The Municipality will maintain, at its own cost and expense, all portions of the Project that lie within its jurisdiction and will make provision of such maintenance as long as the road remains open to traffic.

20. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennia. The sunset date of the funds is listed in the Project Funding table in this Agreement.

21. Nothing in this Agreement shall be deemed a waiver of the State's Sovereign Immunity.

22. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement and the remaining parts shall be enforced as if such invalid, illegal, or unenforceable part was not contained herein.

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

X Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality identified below and upon acceptance by the State shall constitute agreement between the Municipality and the State, subject to the terms and conditions above.

Recipient:	Village of Fox Point	**County:** Milwaukee		
Head of Government:	CHRISTINE SYMCHYCH	**Title:**	Head of Government	
Preparer:	Scott Brandmeier	**Title:**	Public Works Director/Municipal Engineer/Public Works Staff	**Date:** 10/30/2025
Reviewer:	Jeff Sponcia	**Title:**	County Highway Commissioner Assistant	**Date:** 01/08/2026

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Approval of Professional Services Agreement with E-Plan Exam for Commercial and Building Permit Plan Review Services. (Pg. 56-73)

Overview
Consideration of a professional service agreement with E-Plan Exam to provide plan review services

Background
Following the transition from Village employee-provided Building Inspection services to contracted Building Inspection, former Interim Manager Reynolds negotiated with E-Plan Exam to provide plan review services. E-Plan Exam is a statewide organization which provides plan review of commercial projects. Currently, Plan Review is a service provided by the State of Wisconsin; commercial building permits are received by Village staff and sent to Madison where review pipelines often last in excess of eight-to-ten weeks, bringing new construction and remodel projects to a standstill. The entirety of permit revenue under the current model goes to the State; however, under the proposed agreement, the Village retains a portion of the revenue.

Request
Transitioning to E-Plan Exam for commercial plan review will provide a higher level of service to applicants, allowing projects to be reviewed faster and more efficiently, and provide a small amount of revenue.

Recommendation
Staff recommends the Village Board approve the professional service agreement with E-Plan Exam.

Attachments
1. V2.0 - PSA - Fox Point - E-Plan Exam

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into by and between Village of Fox Point, a Wisconsin municipality ("Client") and EPLEX, LLC, a Wisconsin limited liability company (DBA E-Plan Exam) ("Consultant"), as of the date on which the last Party hereto executes this Agreement (as set forth on the signature page of this Agreement) (the "Effective Date"). Client and Consultant may each be referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS Client desires to retain Consultant to perform the services listed in **Exhibit A**, attached hereto (the "Services"), and Consultant is willing to perform the Services, in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

1. CERTAIN DEFINITIONS. In addition to other terms defined throughout this Agreement, the following capitalized terms used herein shall have the following meanings:

   a. "Accepted Project" means a Project for which Consultant has agreed to perform Services. Consultant shall be deemed to have agreed to perform Services for a Project if, and upon such time that, (i) Consultant has accepted such Project, (ii) Consultant is in receipt of all information and documentation required to perform the Services with respect to such Project (as determined in Consultant's sole discretion), (iii) Consultant has been paid all applicable Fees that are payable to Consultant with respect to such Project, and (iv) if such Project is a Client Reserved Project, Client has elected not to (or is deemed to have elected not to), perform plan reviews or other actions that would otherwise fall within the scope of the Services with respect to such Project in accordance with Section 3(a) (the date on which such acceptance occurs is the "Project Acceptance Date").

   b. "Base Fees" means, collectively, the Commercial Plan Base Fees, the Stormwater Base Fees, the Exterior Plumbing Base Fees and the Exterior Plumbing Base Fees (as such terms are defined on **Exhibit B**).

   c. "Client Reserved Project" means any Project described on **Exhibit C**. For the avoidance of doubt, no Client Reserved Project will include or consist of any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) unless expressly set forth on **Exhibit C**, listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code or (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems.

   d. "Consultant Exclusive Project" means any Project (i) involving any building or structure that exceeds any Project Review Threshold, (ii) listed in Table 382.20-2 of Section 382.20 of the Wisconsin Administration Code, (iii) involving the reviewing of plans for fire alarm and/or sprinkler systems, and/or (iv) that is not a Client Reserved Project.

e. "Department" means the Wisconsin Department of Safety and Professional Services.

f. "Project" means any individual construction, addition, relocation, alteration, change of occupancy and/or repair project with respect to any building, structure, parking lot, building component and/or building system within Client's jurisdictional boundary for which a plan review request is submitted to Consultant and that meets the definition and criteria of a "Place of Employment" or "Public Building" as such terms are defined in Wis. Stat. §§ 101.01(11) and 101.01(12), respectively.

g. "Project Review Threshold" means (i) with respect to any Project involving any new construction of a building or structure, 5,000 square feet of the floor area of such building or structure (as applicable), (ii) with respect to any Project involving an addition to an existing building or structure, 5,000 square feet of the floor area of such addition and (iii) with respect to any Project involving solely alteration work of an existing building or structure, 10,000 square feet of floor area of such building or structure (as applicable).

2. SCOPE OF SERVICES.

a. Consultant shall perform the Services for the Accepted Projects (i) using one or more service providers that are licensed in the State of Wisconsin and (ii) in accordance with industry-standard levels of competency in the state and municipality in which the Services are to be performed.

b. Subject to Section 4(e), Consultant shall complete the Services with respect to any Accepted Project within fifteen (15) business days following the Project Acceptance Date. For the avoidance of doubt, if Consultant requires additional documentation or information to complete the Services with respect to an Accepted Project (as determined in Consultant's sole discretion), then such fifteen (15) business day period may be tolled by Consultant and such period shall only resume once Consultant is in receipt of such additional documentation or information.

c. Client shall exclusively use Consultant to perform the Services with respect to any Consultant Exclusive Project, and Client agrees that it shall not perform (or engage any other person or entity to perform, other than the Department) any plan reviews or take any other action that would otherwise fall within the scope of the Services for any Consultant Exclusive Project.

d. Client is not required to accept Consultant's approval or disapproval of the plans for any Project for which Consultant performs Services hereunder. Notwithstanding the foregoing, Consultant will be entitled to retain all applicable Fees paid to Consultant hereunder with respect to the Services that Consultant performed.

e. Consultant, in addition to the commercial plan review services, will provide Fire Alarm and Fire Suppression Inspection Services to the Client for Commercial Structures. When notified of inspections, Consultant shall have three (3) business days to conduct the inspection of the premises. Consultant will handle all scheduling and resulting in a timely manner and will submit the inspection results to both the Client and the applicant promptly upon completion of the inspection.

3. CLIENT RESERVED PROJECTS.

a. Client shall have the right to independently perform plan reviews and take any other action that would otherwise fall within the scope of the Services with respect to any Client Reserved Project. Within five (5) business days following the submission of a plan review to Consultant for a Project that constitutes a Client Reserved Project, Consultant shall notify Client of such submission. Within five (5) business days following such notice, Client shall notify Consultant in writing whether Client elects to perform the plan review and/or any other action that would otherwise fall within the scope of the Services with respect to such Client Reserved Project. If Client either (i) fails to provide such notice within such five (5) business day period, or (ii) elects not to perform such plan review and/or other action. If Client elects to perform such plan review and/or other actions with respect to such Project, then Client shall be solely responsible and liable for all plan reviews and all other obligations, and Consultant shall have no obligations of any kind or nature, with respect to any Project that Client has elected to perform (and such Project shall not constitute an Accepted Project).

b. Notwithstanding anything to the contrary in this Agreement, Client may only perform plan reviews with respect to any Project if Client conducts such plan reviews using one or more qualified individuals that maintain the license(s) required to perform such plan reviews (without reliance on any of Consultant's or any of its personnel's licenses, or any requirement for Consultant to oversee such plan reviews) for the applicable Project and are in good standing with the applicable licensing authority.

c. Client may request that the Department perform any plan review with respect to any Project in lieu of Consultant, in which case Consultant shall have no obligations of any kind or nature with respect to such Project.

4. CLIENT OBLIGATIONS.

a. Client shall take all actions necessary to either (i) receive delegated authority from the Department to perform building inspection services, or (ii) become an appointed agent of the Department to examine plans and make inspections for building and alterations for Projects of unlimited size, in each case pursuant to the applicable provisions of Wis. Stat. § 101.12 (in either such case, an "Appointed Agent"). Client shall comply in all respects with all applicable statutes, codes and regulations pertaining to obtaining or maintaining its status as an Appointed Agent including, without limitation, adopting or amending any applicable ordinances. Consultant agrees to provide commercially reasonable assistance to Client with respect to obtaining Appointed Agent status, provided that (y) all out of pocket fees and expenses incurred by Consultant shall be promptly reimbursed by Client, and (z) Consultant shall have no obligation to commence or participate in any legal action or similar proceeding in connection therewith.

b. Client shall be solely responsible for determining the requirements for the commencement of any Project including, without limitation, any and all required documentation, approvals, permits, bonds, zoning compliance, historical review and architectural review board approvals with respect to any such Project.

c. Client shall provide (whether or not requested by Consultant), in a timely manner and (if applicable) promptly upon Consultant's request, all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation and information reasonably required to perform the Services.

d. Client shall employ or retain, at its sole cost and expense, a sufficient number of licensed and credentialed inspectors to the extent required by the Department to obtain, or maintain (as applicable), Appointed Agent status.

e. Notwithstanding anything to the contrary, any deadline for the performance of Services by Consultant shall be extended to the extent, and for the duration, that Client fails to comply with any provision of this Section 4.

5. FEES; INVOICES.

a. For Plan Review Services, Consultant shall collect all plan examination fees directly from Applicants. Consultant will then invoice Client on a monthly basis for Plan Review Services, provide all supporting documentation, and remit net payment back to Client on a monthly basis in accordance with the fee structure outlined in Exhibit A. All payments are due to Client within thirty (30) days of the invoice date. The Client may request additional information before approving an invoice, provided that the Client identifies the specific disputed item(s) and the reasons for any request. If additional information is requested, the appropriate party shall submit payment to the other party within thirty (30) days of resolution of the inquiry or dispute. For the avoidance of doubt, Consultant shall not be required to (i) initiate any litigation or collections proceeding against any Applicant, (ii) engage any collections agency or other third party, or (iii) otherwise incur any out-of-pocket fees or expenses of any kind or nature, in each case for the purpose of collecting any amounts owed by any Applicant.

b. For Inspection Services, all permit fees associated with such work will be collected by the Client. Consultant will invoice the Client on a monthly basis for Inspection Services and provide all supporting documentation. All payments are due to Consultant within thirty (30) days of the invoice date. The Client may request additional information before approving an invoice, provided that the Client identifies the specific disputed item(s) and the reasons for any request. If additional information is requested, the appropriate party shall submit payment to the other party within thirty (30) days of resolution of the inquiry or dispute. In connection with Inspection Services, Consultant will be entitled to receive net payment from Client as set forth in Exhibit A.

c. On each three (3) year anniversary of the Effective Date (each, a "Fee Escalation Anniversary"), Consultant and Client agree to negotiate in good faith a reasonable increase in the Base Fees. If Consultant and Client are unable to reach an agreement on a reasonable increase in the Base Fees within ninety (90) days following an applicable Fee Escalation Anniversary, the Base Fees shall remain unchanged unless and until both Parties mutually approve a written amendment to this Agreement.

d. Within fifteen (15) days following the end of each month during the term of this Agreement, Consultant shall deliver to Client an invoice (which shall include applicable supporting documentation) setting forth (i) the amount of Fees owed to Consultant for Inspection Services performed during the previous month, (ii) the amount of Fees actually collected by Consultant for Plan Review Services during the previous month, (iii) Client's portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month, (iv) the resulting net amount due between the Parties (such that if Plan Review collections exceed Inspection obligations Consultant shall remit payment to Client, and if Inspection obligations exceed Plan Review collections Client shall remit payment to Consultant), and (v) any incidental charges or out-of-pocket expenses that are reimbursable by Client in accordance with the terms of this Agreement and the Exhibits hereto (collectively, "Reimbursable Costs"). Client shall have the right to dispute any item set forth on any such invoice during the fifteen (15) day period following the date such invoice was issued, in which case the Parties agree to negotiate in good faith to attempt to resolve such dispute. If Client does not dispute any item on an invoice within such fifteen (15) day period, then Client shall be deemed to have waived its right to dispute such invoice.

e. Within forty-five (45) days following the date of such invoice, Consultant shall remit to Client any net portion of the Base Fees (as set forth on Exhibit A) actually collected by Consultant during the previous month in accordance with the written instructions of Client.

f. Within fifteen (15) days following Consultant's delivery of an invoice to Client, Client shall pay to Consultant the amount of any Reimbursable Costs set forth on such invoice.

6. DOCUMENT AND PLAN SUBMISSIONS. Client shall take all reasonable efforts necessary, including, without limitation, adopting any ordinances, to permit and enable the electronic submission of plans and other associated documents for review (collectively, "Submitted Documents") in .pdf format. If the electronic submission of Submitted Documents in .pdf format is not possible after Client has taken all such reasonable efforts, then the submission thereof in paper format shall be permissible. In such case, Client and Consultant shall create and implement a procedure for the shipping and handling of Submitted Documents to Consultant to enable Consultant to perform the Services with respect to such Submitted Documents. Any direct or indirect charges, fees or expenses associated with labor, material, or other costs arising from or in connection with the delivery of Submitted Documents to approved third party couriers to ship materials, whether to Consultant, Client or any third party, shall be the sole responsibility of Client, and shall be included in the Reimbursable Costs.

7. TERM. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year periods, unless a Party notifies the other Party in writing at least thirty (30) days prior to the date on which the term of this Agreement will renew of such Party's election not to renew this Agreement. Notwithstanding the foregoing, if the time for performance of any Services has not expired as of the date the term of this Agreement would otherwise expire,

then the term of this Agreement shall automatically extend to the date on which the time for performances of such Services expires.

8. TERMINATION.

   a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, with or without cause at any time.

   b. Each Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

      i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days after receipt of written notice of such breach; or

      ii. (I) becomes insolvent or admits its inability to pay its debts generally as they become due; (II) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

   c. In the event of termination, Consultant shall retain its portion of the Fees for Services completed up to and including the effective date of termination. In addition, Consultant shall have the right to return to Client or otherwise dispose of any Submitted Documents without comments or the performance of any Services with respect thereto.

   d. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 9 (Indemnification), 10 (Reserved), 14 (Ownership of Documents), 15 (Confidentiality), 19 (Dispute Resolution), 20 (Choice of Forum), 21 (Waiver of Jury Trial), 22 (Governing Law), and any other term or condition under this Agreement which by its nature should survive the termination or expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

9. INDEMIFICATION. Consultant shall be liable to and hereby agrees to indemnify, defend and hold harmless the Client, and its officers, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Client or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Consultant's and/or Subcontractor's acts or omissions in the performance of this Agreement.

10. Reserved. This section is reserved for future use.

11. SUBCONTRACTORS. Consultant shall have the right to subcontract all or portions of the Services without notice to Client; provided that Consultant shall not be relieved of any of its obligations under this Agreement. Upon completion of the Services for an applicable Project, Consultant shall provide Client a list of all personnel utilized in the completion of the Services (whether or not such personnel are subcontractors), including applicable license information for such personnel and the portion of the Services performed by such personnel.

12. INSURANCE.

    a. Consultant shall procure and maintain the following insurance policies with at least the minimum insurance coverages listed below:

        i. Commercial general liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate, which shall include coverage for all premises and operations of Consultant, bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.

        ii. Professional liability insurance with a combined single limit of one million dollars ($1,000,000.00) each occurrence and two million dollars ($2,000,000.00) general aggregate.

        iii. Umbrella insurance with a limit of five million dollars ($5,000,000).

    b. Consultant's insurance policies will not cover subcontractors as named insureds. Subcontractors that perform any Services shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their respective portion of the Services performed.

    c. Consultant shall provide certificates of insurance reflecting the above coverages to Client upon request.

13. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. The details of the method and manner for performance of the Services by Consultant shall be under its own control. Consultant shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services.

14. OWNERSHIP OF DOCUMENTS.

    a. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall be and remain the exclusive property of the Client. Consultant shall not use such materials for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client.

b. Upon expiration or termination of this Agreement for any reason, Consultant shall promptly deliver or export all project-related records, documents, and data maintained or stored in Consultant's proprietary or secure software systems into XLS, CSV, DOC, or PDF file at no additional cost to the Client. Such materials shall become the sole and exclusive property of the Client once Consultant has been compensated for the Services in accordance with this Agreement.

c. The Client shall retain the sole and exclusive rights to receive, use, reproduce, or distribute such materials in any manner it deems appropriate, including to satisfy its public records obligations under Wisconsin law.

d. The Client shall have the right to request access to any documents, papers and records that the Consultant has related to this project for audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

15. CONFIDENTIAL INFORMATION.

a. All non-public, confidential or proprietary information of Consultant ("Confidential Information"), including, but not limited to, information about Consultant's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Consultant to Client, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Client in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by Consultant in writing. Client shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this Agreement; (ii) is obtained by Client on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Client establishes by documentary evidence, was in its possession prior to Consultant's disclosure hereunder; (iv) was or is independently developed by Client without using any of the Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, in which case Client shall provide Consultant with prompt written notice thereof to permit Consultant an opportunity to appeal or challenge any such purportedly required disclosure.

b. Client shall be responsible for any breach of this Section 15 caused by any of its employees, contractors, agents, or representatives. At any time during or after the term of this Agreement, at Consultant's written request, Client shall promptly return to Consultant all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Consultant that the Confidential Information has been destroyed. Client's obligations under this Section 15 will survive termination or expiration of this Agreement for a period of three (3) years, except for Confidential Information that

constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

16. REQUIRED AUTHORIZATIONS. Each of the Parties represents that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email, personal delivery, nationally recognized overnight courier or certified or registered mail. A Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 18:

If to Client:	If to Consultant:
Name: Village of Fox Point Attn: _____ Address: _____ _____ Email: _____	EPLEX, LLC (d/b/a E-Plan Exam) Attn: David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005 Email: damattox@eplanexam.com

19. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), shall be submitted for negotiation and resolution to the President of Consultant (or to such other person of equivalent or superior position designated by Seller in a written Notice to Client) and to the recipient of Notices for Client (as set forth in Section 18, above), by delivery of written Notice (each, a "Dispute Notice") from either of the Parties to the other Party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve any Dispute within 90 days after delivery of the applicable Dispute Notice, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Sections 20, 21 and 22 hereunder.

20. CHOICE OF FORUM. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts of the State of Wisconsin and any appellate court from any thereof. Each Party agrees that a final judgment in any such action,

litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. WAIVER OF JURY TRIAL. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any [exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

22. GOVERNING LAW. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

23. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Consultant hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns; and (i) other similar events beyond the reasonable control of the impacted Party.

24. AMENDMENTS. Any changes to Services, and any other proposed amendments to this Agreement, exhibits, schedules, attachments, and appendices attached to this Agreement, shall be mutually agreed upon between the Parties and shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed (by both Parties) amendment to this Agreement.

25. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

26. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement, and any amendments hereto, may be executed by electronic means (e.g., via DocuSign, .portable document format or any other electronic signature) and in any number of counterparts, and each such counterpart and electronic executed copy hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

27. ASSIGNMENT. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section 27 shall be null and void. No

assignment or delegation shall relieve Client of any of its obligations under this Agreement. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Consultant's assets without Client's consent.

28. ENTIRE AGREEMENT. This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. The Parties expressly agree that no terms or conditions set forth in any form or document issued by Client and/or the Applicant shall be deemed to modify or amend the terms of this Agreement (all of which are hereby rejected by Consultant) unless expressly agreed to in writing by Consultant. The acceptance of any Accepted Project by Consultant is expressly made conditional on, and subject to, the acceptance of the terms and conditions set forth in this Agreement, notwithstanding any terms or conditions in any other form or document that may be different from, or in addition to, the terms and conditions set forth herein.

[*Signature Page Follows*]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client: Village of Fox Point	Consultant: EPLEX, LLC
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: David Adam Mattox
Title: _____	Title: President
Date: _____	Date: _____

Exhibit A – Services

1. PLAN REVIEW SERVICES
   Plan review is limited to Building, HVAC, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines for Accepted Projects.

2. PLAN REVIEW FEE:
   - Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler plan review Fees shall be based upon the fee schedule set forth on **Exhibit B**.
   - Base Fees will be split with Client as follows:
     - **97%** of Base Fees that are collected by Consultant are retained by Consultant and **3%** are remitted to Client, in each case in accordance with the terms of the Agreement.
       - Out of Consultant's retained Base Fees, Consultant shall be responsible for fees due to the Department as required by and set forth in the applicable provisions of Section SPS 302.31(g) and Section SPS 302.31(h) of the Wisconsin Administrative Code.

Exhibit B – Fees

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, relocated buildings, repairs & alteration plan review fees are computed per this table. Fees for Projects are calculated based on the total gross floor area of the structure.
2. A separate plan review fee is charged for each type of plan review.

Base Fee Schedule ("Commercial Plan Base Fees")

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 500 sf	$200	$150	$150	$150
501 sf - 2,500	$300	$180	$150	$150
2,501 - 5,000	$350	$250	$150	$150
5,001 – 7,500	$600	$350	$150	$150
7,501 - 10,000	$750	$400	$200	$200
10,001 – 15,000	$850	$500	$200	$200
15,001 - 20,000	$1,100	$550	$200	$200
20,001 - 30,000	$1,440	$650	$260	$260
30,001 - 40,000	$1,920	$1,040	$455	$455
40,001 - 50,000	$2,520	$1,430	$650	$650
50,001 - 75,000	$3,480	$1,820	$910	$910
75,001 - 100,000	$4,320	$2,600	$1,300	$1,300
100,001 - 200,000	$7,200	$3,380	$1,560	$1,560
200,001 - 300,000	$12,600	$7,930	$3,900	$3,900
300,001 - 400,000	$18,600	$11,440	$5,720	$5,720
400,001 - 500,000	$22,200	$14,040	$7,280	$7,280
Over 500,000	$24,000	$15,730	$8,320	$8,320

BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION FEE SCHEDULE NOTES

Note:	1. A Plan Entry Fee of $100.00 shall be paid to Consultant with each submittal of plans in addition to the plan review and inspection fees.
	2. Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Commercial Plan Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Floor Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Floor area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Permission to Start	In addition to the other Fees due hereunder, the plan review fee for permission to start construction shall be $150.00.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee relating to the minor revision shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by Consultant's Plan Examiner and Client's Inspection Services Department may result in additional charges as appropriate

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review Base Fees ("Stormwater Base Fees")	
Acres (area of drained to a plumbing system)	Fee
up to 5	$400.00
greater than 5 up to 10	$600.00
greater than 10 up to 15	$750.00
Each acre beyond 15 (rounded up)	$750.00 base plus $50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals Base Fees ("Exterior Plumbing Base Fees")	
$45.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee Base Fees ("Interior Plumbing Base Fees")	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	$250.00 + $4.00 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	$100.00
Resubmittals & revisions to approved plans	When deemed by Consultant's Plan Examiner to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as mutually determined by Consultant's Plan Examiner and Client's Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be $150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and Base Fees applied to a Project.

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
Upon mutual agreement of Client's Supervisor of Building Inspection and Consultant's Plans Examiner, Stormwater Base Fees, Exterior Plumbing Base Fees and/or Interior Plumbing Base Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as Required by Client:
   - The hourly rate for services not included in the Services that are requested in writing to be performed by Client, and agreed in writing to be performed by Consultant, shall be performed at $225.00 per hour, and the performance for which shall be subject to the terms and conditions of the Agreement in all respects.
     - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.
   - Fire Alarm and Fire Suppression inspection services on behalf of the Client for Alteration, Remodel, New Construction, Addition, or for System Removal shall be billed to the Client in the amount of $125.00 per hour with a two-hour minimum per inspection to any site within the Client.

4. PLAN REVIEW FEE – includes the following services:
   - ✓ One optional remote code consultation meeting after conclusion of the first review.
   - ✓ Consultation via phone during duration of Project regarding reviews performed.
   - ✓ Up to three (3) reviews of all disciplines to verify that all comments have been addressed.
     - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
   - ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
   - ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Client for the entirety of the duration of any Project reviewed by Consultant. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any Project reviewed or termination of this Agreement (whichever occurs first).

5. CONSULTANT CONTACT
   Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

   Plan Review Management Contact
   David Adam Mattox, P.E.
   414-635-3274
   damattox@eplanexam.com

Exhibit C – Client Reserved Projects

None

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 Kreklow, Village Manager

CC:

Date: July 14, 2026

Re: Consideration of an F Institutional District & Outdoor Recreational Areas and Facilities Request by the Village of Fox Point Under Sections 745-20 and 745-10 for existing court areas at Indian Creek Park (generally located east of Indian Creek Parkway and south of Dean Road, on portions of Tax Keys 0600121000 and 0600122000, and Longacre Park (Tax Key 0969961000). (Pg. 74-96)

Overview
The Village Board is asked to consider approval of pickle ball courts located on Village-owned property in the F Institutional District. If the Village Board determines that pickle ball is appropriate in these locations, the Board may also place conditions and/or restrictions on pickle ball play.

Background
The 2023 Adopted Budget included funding to add pickleball court striping to the Village's tennis courts at Longacre and Indian Creek. Pickleball lines were added to the Indian Creek courts; however, they have not yet been added to the Longacre courts. The Village Attorney determined that permitting pickleball play on the tennis courts requires formal approval through a Conditional Use Permit (CUP).

At its May 12, 2026 meeting, the Village Board referred the CUP application to the Plan Commission for review and recommendation. At its June 1, 2026 meeting, the Plan Commission reviewed the request and voted 3-2 to recommend that the Village Board deny the CUP application. During the discussion, Plan Commission members expressed concern that noise generated by pickleball play could create a nuisance for nearby residential properties.

Request

Recommendation
The recommendation from the Plan Commission is to deny this request.

Attachments

1. Conditional Use Order Pickleball
2. Pickleball Courts Staff Report - PC June 2026
3. Indian Creek Aerial
4. Indian Creek - Distance to Residential Property Lines
5. Longacre Aerial
6. Longacre - Distance to Residential Property Lines
7. EXHIBIT A - The Town Club - CUP Conditions

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

CONDITIONAL USE ORDER: GRANT
Pickleball Courts

June 9, 2026
Petitioner: The Village of Fox Point

FINDINGS OF FACT[1]

1. On May 12, 2026, the Village Board referred the Conditional Use Application to the Plan Commission for review and recommendation to allow pickleball play on Village of Fox Point tennis courts located at Longacre and Indian Creek Parks.

2. Pursuant to Sections 745-10(F) and 745-20(B)1 of the Village of Fox Point Zoning Code, the Petitioner's application included all required materials, and the filing fee required by Chapter 63 of the Village of Fox Point Code was paid at the time of filing the application.

3. At its June 1, 2026 meeting, the Plan Commission studied the Petitioner's application and considered the four standards in Section 745-20(B)(2) of the Village of Fox Point Zoning Code, which are as follows:

    a. Appropriate in the location proposed;

    b. Compatible with the neighborhood;

    c. Not detrimental to the property values of surrounding property; and

    d. In keeping with the residential character and quality of the Village.

4. Based on information presented at the June 1, 2026 meeting of the Plan Commission, the Plan Commission found that the standards of Section 745-20(B)(2) of the Village of Fox Point Zoning Code have not been met; in particular, Plan Commission members expressed concern that noise generated by pickleball play could create a nuisance for nearby residential properties.

[1] To the extent that the findings of fact shown herein represent conclusions of law, these shall be deemed to be conclusions of law. To the extent that conclusions of law shown herein represent findings of fact, these shall be deemed to be findings of fact. The heading under which the statements are made shall not be controlling.

5. Pursuant to Section 745-20(B)(7) of the Village of Fox Point Zoning Code, the Plan Commission voted 3-2 to recommend that the Village Board deny the conditional use permit.

6. Pursuant to Section 745-20(B)(4), the Village Board scheduled a public hearing on the Petitioner's application.

7. Upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 745-20(B)(5) of the Village of Fox Point Zoning Code, & Wisconsin Statutes Sections 61.35 & 62.23(7)(de), the Village Board held a public hearing on June 9, 2026, as required by Section 745-20(B)(6) of the Village of Fox Point Zoning Code.

8. The purpose of the scheduled Public Hearing was to consider said application.

9. Several residents spoke at the Public Hearing, with some expressing support and others expressing concerns about the proposed use.

    a. Steven Lubar, 7751 North Santa Monica Boulevard, spoke in opposition of the application at the public hearing due to the noise caused by pickleball play and the concern he has with the quiet enjoyment of his property.

    b. Sharon Madnek, 8671 North Seneca Road, was neutral of the application at the public hearing. She supports opportunities for enjoyment and recreational gatherings in the community, but suggests further study is needed.

    c. Amy Barth, 7815 North Boyd Way, spoke in opposition due to the noise caused by the courts, the decrease in home values, and the physical and mental health problems associated with the noise from pickleball play.

    d. Jan Risnick, 7125 North Lombardy Road, spoke in support of the proposed use, stating that pickleball will be a joy and a gain to the community. She recommends that one-half of the court should be dedicated to pickleball and one-half dedicated to tennis.

    e. Alan Babbitz, 1482 East Lilac Lane, spoke in support of the proposed use, stating that he is an avid pickleball player and would like pickleball courts in the community.

f. Mike Hupfauf, 503 Dean Road, spoke in support of the proposed use, stating that pickleball has grown by 23% and is one of the fastest-growing activities. The Village should expand its recreational activities to meet the growing demand.

g. Judy Perola, 7125 North Lombardy Road, spoke in support of the proposed use, noting that she enjoys watching people utilize the park and supports the use of recreational facilities such as pickleball.

h. Bruce Winter, 120 West Indian Creek Court, spoke in support of the proposed use, stating that it is great to see people outside enjoying themselves. Pickleball will help support outdoor activity.

i. Richard Winter, 7110 North Yates Road, spoke in support of the proposed use, as he is an avid tennis and pickleball player. Pickleball supports an active and healthy lifestyle.

j. Mary Backus, 7221 North Lombardy Road, spoke in support of the proposed use and is a pickleball player. She explained that pickleball is for all ages and brings the community together.

k. Olivia Zombrana, 818 East Portage Road, spoke in support of the proposed use, noting that being outside makes people healthier and happier.

10. The Village Board closed the public hearing and discussed the matter.

11. The Village Board discussed several conditions required for the use of pickleball on the subject property. These conditions include: hours of operation at Longacre are 9 am to noon and 4 pm to 7 pm at Indian Creek for pickleball play; pickleball play is prohibited at Longacre and Indian Creek on Wednesdays and Sundays; there will be four pickleball courts allowed at Longacre and two courts allowed at Indian Creek; pickleball signage must be posted with rules to be approved by the Board; no outdoor lighting is permitted; and no amplified music is permitted.

12. The Village of Fox Point is a primarily residential community. The mission of the Village of Fox Point is to protect and enhance the quality of life of its residents by providing cost-effective, efficient, and innovative services, preserving and maintaining Village neighborhoods and public amenities, fostering community pride and spirit, and encouraging active citizen participation.

13. The location of the proposed pickleball courts is adjacent to residential neighborhoods.

14. The Plan Commission's findings, based on information presented at its June 1, 2026 meeting, that the standards were not met is not binding on the Board. The Board must make its own determination as to whether the standards are met.

15. The Village Board finds that with the conditions set forth in this order, including limiting the hours and days of operation, requiring compliance with all other Village Ordinances, including the Village Noise Ordinance and Village Recreational Facilities Ordinance, the proposed use is appropriate in the location proposed, it is compatible with the neighborhood, it is not detrimental to surrounding property values, and is in keeping with the residential character and quality of the Village because these conditions will effectively eliminate any potential deleterious effects, and the proposed use will provide further recreational activities in the Village.

16. Ultimately, upon consideration of all of the information provided at the public hearing, the Village Board finds that the Petitioner has shown by substantial evidence that all standards of the Village of Fox Point Zoning Ordinance would be met and substantial evidence to the contrary has not been provided.

CONCLUSIONS OF LAW[2]

1. Section 745-20(B)(2)(a) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the proposed use is appropriate in the location proposed. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner owns Longacre and Indian Creek. The construction and use of pickleball courts is consistent with the other uses on the property, and is appropriate in the location proposed, provided the conditions noted below are met.

2. Section 745-20(B)(20)(b) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the proposed use is compatible with the neighborhood. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner owns Longacre and Indian Creek. The use of pickleball courts is consistent with the other uses on the property and is compatible with the surrounding

[2] See footnote 1.

neighborhood, provided the conditions noted below are met. With the exception of emergencies, no sound amplification equipment will be used on the pickleball courts, and the Petitioner's hours for use will be limited to specific hours noted in the conditions below.

3. Section 745-20(B)(2)(c) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is not detrimental to the property values of surrounding property. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner's use will not be detrimental to the property values of surrounding properties because any deleterious effects will be minimized by the prohibited use of sound amplification equipment, and the limited hours and days the pickleball courts can be used, provided the conditions noted below are met.

4. Section 745-20(B)(2)(d) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is consistent in keeping with the residential character and quality of the Village. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner's pickleball courts will provide further recreational activities to its property and residents of the Village. Recreational activities such as tennis, paddle ball, and pickleball are consistent with keeping the residential character and quality of the Village, as these activities increase the desirability of the Village and are ultimately a benefit to the quality of the Village, provided the conditions noted below are met.

5. Wisconsin Statutes Section 62.23(7)(de)2.b., states, in part: "The applicant must demonstrate that the application and all requirements and conditions established by the [Village] relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence." The Village Board finds that the petitioner made the required demonstration in support of the application.

6. This application has also been considered under Section 745.10 of the Village of Fox Point Village Code, concerning outdoor recreational areas and facilities. The Village Board makes the following conclusions in this regard:

    a. The game court is not located closer than 100 feet to an adjoining property line of a property in a residence district.

b. Section 745-10(A)(1) of the Village Code states: "No such use shall be permitted in any case where it shall create a nuisance, a hazard, or otherwise result in a substantial adverse effect on the surrounding property values or on the enjoyment of such property, or be in any other way detrimental to the general public welfare. Every reasonable effort shall be made to prevent such effect through control of lighting, attractive design and maintenance of structures, use of planting screens or attractive fences, careful placement on the site, and sensible regulation of use." The Village Board finds that substantial evidence has been presented to demonstrate compliance with this standard, and insufficient substantial evidence has been presented to the contrary, subject to ongoing compliance with the conditions stated herein.

c. Section 745-10(F)(4) of the Village Code states: "In acting on a request… Plan Commission shall….also consider whether or not the proposed use is compatible with the area, is in keeping with the unique residential character of the community, and would result in substantial adverse effect upon surrounding properties." The Village Board also must apply this standard per Section 745-10(F)(5)(a) of the Village Code. The Plan Commission considered this at its meeting of June 1, 2026, and recommended that the Village Board find these standards to not be met, expressing the concern that noise generated by pickleball play could create a nuisance for nearby residential properties. However, the Village Board finds that substantial evidence has been presented to demonstrate compliance with this standard, and insufficient substantial evidence has been presented to the contrary, subject to compliance with the conditions stated herein.

THEREFORE, IT IS ORDERED AS FOLLOWS:

CONDITIONS

Commencing on the date hereof, a Conditional Use Order for the Subject Property is hereby granted, and the outdoor recreational facility use for pickleball is approved. The Conditional Use granted applies only to the use of the Subject Property as described below and shall continue in existence only so long as the conditional use is operated in compliance with these conditions. The Conditional Use is subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. The Conditional Use approval is limited to the Petitioner for the property located at Longacre and Indian Creek for the following uses: construction and maintenance of pickleball courts, in accordance with plans, documents, and specifications presented to

the Village of Fox Point on June 9, 2026, which must comply with the Village Recreational Facilities Ordinance.

2. The Conditional Use approval is subject to the hours of operation for pickleball activities being restricted to: 9:00 a.m. to 12:00 p.m. at Longacre and 4:00 p.m. to 7:00 p.m. at Indian Creek.

3. Pickleball play at Longacre and Indian Creek is prohibited on Wednesdays and Sundays.

4. Four pickleball courts are allowed at Longacre.

5. Two pickleball courts are allowed at Indian Creek.

6. Signage must be posted and the pickleball rules must be approved by the Village Board.

7. The Petitioner shall not install or use outdoor lights on the pickleball courts.

8. The pickleball courts shall only be used from May 1 through September 30 of each year.

9. With the exception of emergencies (such as storm warnings), there will be no sound amplification system used on or near the pickleball courts.

10. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Site Plan/Plan of Operation permit with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, sound, dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.

11. All necessary permits are required prior to commencing the pickleball court construction work.

12. Other Conditions.

    a. 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 of Fox Point ordinance or other law.

b. This Conditional Use for pickleball hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Village of Fox Point Plan Commission as being in compliance with all pertinent ordinances.

c. Should the permitted pickleball Conditional Use be abandoned in any manner, or discontinued in use for eighteen (18) months, or continued other than in strict conformity with the conditions of the original approval, or should the Petitioner be delinquent in payment of any monies due and owing to 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 of Fox Point Plan Commission, pursuant to the enforcement provisions of this Conditional Use Order.

d. Any change, addition, modification, alteration and/or amendment of any aspect of this pickleball Conditional Use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a permit amendment or restated permit as set forth below and all procedures in place at the time must be followed.

e. Unless this pickleball Conditional Use Permit expressly states otherwise, plans that are specifically required by this Conditional Use Order may be amended upon the prior approval of the Village of Fox Point Plan Commission if the Village of Fox Point Plan Commission finds the plan amendment to be minor and consistent with the pickleball Conditional Use Permit. Any change in any plan that the Village of Fox Point Plan Commission feels, in its sole discretion, to be substantial, shall require a restated permit, and all procedures in place at the time must be followed.

f. 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.

g. If any aspect of this pickleball 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 pickleball Conditional Use, the more restrictive provision shall be controlling as determined by the Village of Fox Point Plan Commission.

The Petitioner provided substantial evidence of meeting or agreeing to meet these conditions. There was insufficient substantial evidence from opponents to the contrary.

Petitioner hereby acknowledges the conditions imposed on pickleball by the Conditional Use Order and agrees to comply with such conditions.

[signatures on following pages]

Dated this _____ day of _____, 2026.

VILLAGE OF FOX POINT

_____
Christine Symchych, Village President

Attest:

_____
Jennifer Boehm, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me on this this _____ day of _____, 2026, the above-named, Christine Symchych, Village President and Jennifer Boehm, Village Clerk, executed the foregoing instrument and acknowledged the same

NOTARY PUBLIC, STATE OF WI

_____
Print Name: _____
My Commission Expires: _____

This instrument was drafted by

Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI53186

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

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

To: Village Board

From: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager
Scott Brandmeier, DPW Director

Date: June 1, 2026

Re: Pickleball Use on Village-Owned Facilities – Recreational Use Approval

Overview

The Village Board is asked to consider approval of pickleball courts located on Village-owned property in the F Institutional District. Repair of Village-owned tennis courts were included in the 2023 capital plan and included striping of the courts to include lines for pickleball.

The Village Attorney has determined that the addition and operation of pickleball courts constitutes a public outdoor recreational use (conditional use) requiring formal approval under Section 745-10 (Outdoor Recreational Areas and Facilities) of the Municipal Code (LINK) and Section 745-20 (F Institutional District) (LINK).

Background

The adopted Village capital plan included restriping its existing municipal tennis courts at Longacre and Indian Creek to include pickleball court markings; though only Indian Creek was striped for pickleball play. The restriping did not involve expansion of the court footprint, installation of new structures, or modification of impervious surface area.

Shortly thereafter in 2023, a private club in the Village applied for conditional use approval to convert its tennis courts to pickleball courts. The Village Attorney determined that the conversion constituted a change of use requiring formal approval. After approval was granted, litigation was initiated and later resolved through settlement. Pickleball play on the striped Village courts (Indian Creek) has been prohibited until a use approval is granted.

The Village Attorney has advised that the Village Board should formally approve the municipal pickleball courts to ensure procedural consistency and full compliance with the Zoning Code.

Request

The Village Board has referred the investigation of approval for the existing municipal tennis courts to the Plan Commission to also allow for pickleball play as a public outdoor recreational facility pursuant to: Section 745-10 (Outdoor Recreational Areas and Facilities) and Section 745-20 (F Institutional District).

No physical expansion of the courts or installation of additional courts at either Longacre or Indian Creek are proposed. The request is limited to zoning authorization of pickleball use so that the existing four tennis courts at Indian Creek and the existing four tennis courts at Longacre be additionally striped for pickleball play.

Municipal Code

The subject properties are located in the F Institutional District under Section 745-20, which permits the following:

- Buildings and adjoining grounds for municipal purposes (Section 745-20A(2)(a))
- Community recreational purposes operated on a not-for-profit basis (Section 745-20A(2)(d))

Under Section 745-10B(1), the existing courts are owned and operated for public recreational use, they qualify as a Public Facility.

Section 745-10A requires that outdoor recreational facilities:

- Not create a nuisance or hazard
- Not result in substantial adverse effect on surrounding property values
- Not be detrimental to public welfare
- Include reasonable efforts to control lighting and provide appropriate screening
- Provide adequate off-street parking

Under Section 745-10F(4) and Section 745-20B(2), the Board must consider:

- Appropriateness in location;
- Compatibility with the neighborhood;
- Protection of surrounding property values;
- Consistency with the residential character of the Village.

Considerations

Trustees Miller and Symchych have requested that Staff include pickleball CUP conditions for other facilities in the Village. The request for these conditions is attached to this report as Exhibit A.

The Plan Commission may wish to discuss the following:

- Appropriateness of use
- Hours of pickleball play
- Months of pickleball play
- Days of pickleball play
- Mitigation of noise

Pickleball is functionally similar to tennis in land-use and physical footprint. Under a conditional use process, with reasonable conditions based upon substantial evidence, the Plan Commission and Village Board may find that the use of pickleball play is compatible with surrounding residential properties as it is located within municipal park space intended for public recreation.

Under section 745-10F(2), game courts may not be located closer than 100 feet to an adjoining property line of a property in a residence district. Both the park areas at Indian Creek and Longacre meet these criteria. Utilizing GIS mapping systems, the nearest residential property line to the nearest tennis courts

at Indian Creek is 105 feet and the nearest residential property line to the tennis courts at Longacre is 104 feet.

Park hours in the Village are generally restricted to 8AM – 30 minutes until dusk. Tennis courts seasonally are protected by wind screens, the Village does not own sound barriers.

The Village does not host leagues, tournaments, or other structured play on existing game courts. All play is intermittent and operated under first-come, first-served for those residents who wish to utilize courts.

Recommendation

At this time, absent investigation and discussion by the Plan Commission, Staff does not offer a recommendation on conditions at this time as the Plan Commission may wish to recommend its own set of conditions to Village Board.

However, should the Plan Commission wish to make a recommendation to the Village Board per the standards located within Sections 745-10 and Section 745-20 of the Fox Point Municipal Code, Staff recommend that the Plan Commission make the following findings regarding pickleball play in addition to conditions which arise from discussion:

- Section 745-10
    - The use does not create a nuisance, a hazard, or otherwise result in a substantial adverse effect on the surrounding property values or on the enjoyment of such property, or be in any other way detrimental to the general public welfare.
- Section 745-20
    - Appropriate in the location proposed;
    - Compatible with the neighborhood;
    - Not detrimental to the property values of surrounding property; and
    - In keeping with the residential character and quality of the Village.



Village of Fox Point GIS

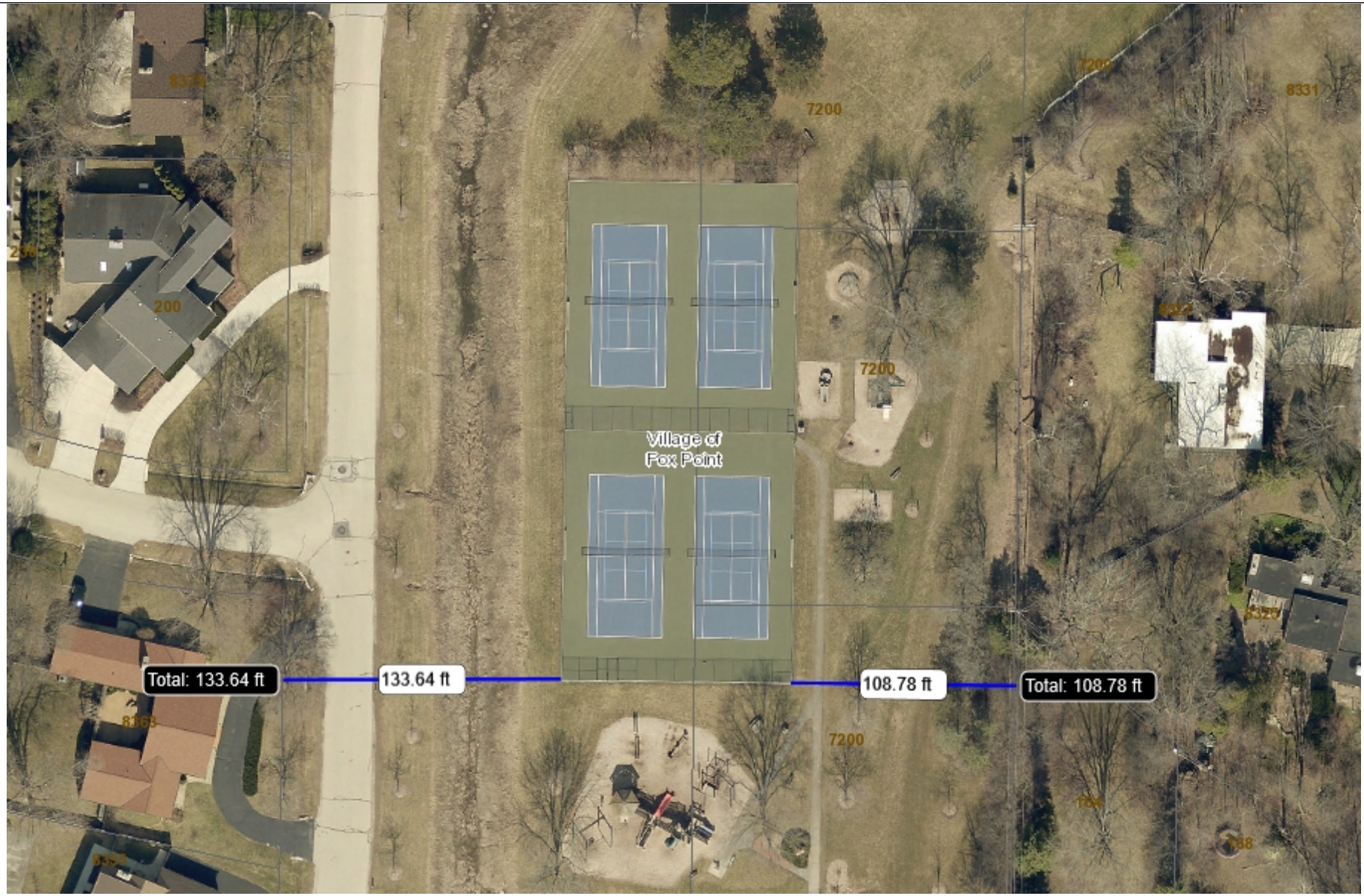
Indian Creek Park - Tennis Courts

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

SCALE: 1" = 188 '

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

Print Date: 5/28/2026



Village of Fox Point GIS

Indian Creek Park - Distance to Residential Property Lines

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

SCALE: 1" = 94 '

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

Print Date: 5/28/2026



Village of Fox Point GIS

Longacre Park - Tennis Courts

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SCALE: 1" = 188 '

VILLAGE OF FOX POINT
7200 North Santa Monica Blvd
Fox Point, WI 53217
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Print Date: 5/28/2026



Village of Fox Point GIS

Longacre Park - Distance to Residential Property Lines

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SCALE: 1" = 94 '

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

Print Date: 5/28/2026

EXHIBIT A
EXECUTED TOWN CLUB PICKLEBALL CUP
2025-10 CONDITIONS

1. The Conditional Use approval is (including Site Plan/Plan of Operation (SPPO) approval) limited to the Petitioner for the property located at 7950 North Santa Monica Boulevard, Fox Point, Wisconsin 53217 for the following uses: construction and creation of pickleball courts, in accordance with plans, documents, and specifications presented to the Village of Fox Point on January 9, 2024, which must comply with the Village Recreational Facilities Ordinance.

2. The Conditional Use approval is subject to the hours of operation for pickleball activities being restricted to: 10:00 a.m. to 6:00 p.m. Monday, Wednesday and Thursday; 10:00 a.m. to 8:00 p.m. Tuesday and Friday; and 9:00 a.m. to 4:00 p.m. Saturday and Sunday.

3. The Conditional Use approval shall not be in full force and effect until such time as the Petitioner satisfies the following conditions precedent:

    a. Sound Engineer Study. The Petitioner shall engage a sound engineer to conduct a pickleball sound study and make recommendations to reduce the noise from pickleball to no more than 55dB as measured at any residential property line, with a target of further reducing the noise to 50 dB as measured at any residential property line. The Petitioner shall submit the study and recommendations to the Village Manager. The Village retains the right to complete its own sound study at its own expense.

    b. Landscape Plan. The Petitioner shall submit to the Village of Fox Point Village Manager a landscape plan including sound screening surrounding all of the pickleball courts designed to reduce the sound from the pickleball courts as defined above, which incorporates the recommendations of the sound engineer. The plan shall depict the location of Arbor Vitae, or equivalent as approved by the Village Manager, which are required to be located along all west and south outer boundaries of the pickle ball courts to the extent practicable, and the east outer boundary to the extent allowed consistent with the existing railroad and utility rights of way, to screen the fence from the surrounding neighbors, along with a maintenance plan ensuring that screening vegetation continues in such locations for the duration of this conditional use permit.

    c. Sound Screens. The Petitioner's plan must also include details of the proposed sound screens, which are subject to Village Manager's approval, and are required to be installed and maintained for the duration of the conditional use permit to decrease sound coming from the property. The sound screens shall be depicted on the landscape plan. Should the sound screens become damaged or deteriorated they shall be replaced to ensure they remain as visually appealing and as effective as new for the duration of the conditional use permit, reasonable wear and tear excepted.

4. The pickleball courts shall only be used from May 1 through September 30 of each year.

5. The Petitioner shall not install or use outdoor lights on the pickleball courts.

6. With the exception of emergencies (such as storm warnings), there will be no sound amplification system used on or near the pickleball courts.

7. The Petitioner shall inform the Village of any complaints Petitioner receives regarding pickleball from surrounding neighbors or other Village of Fox Point residents in Petitioner's compliance report (See paragraph 16).

8. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Site Plan/Plan of Operation permit with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, sound, dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.

9. The Petitioner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.

10. The Petitioner shall allow Village of Fox Point representatives to inspect the premises upon reasonable notice for the purposes of determining compliance with this approval.

11. The Petitioner shall obtain all required permits from the Village of Fox Point prior to commencing the pickle ball court construction work.

12. This conditional use permit is subject to the Petitioner acknowledging receipt of this Conditional Use Order and agreeing to comply with all conditions imposed in writing, prior to the conditional use permit being effective.

13. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Fox Point for all costs and expenses of any type incurred by the Village of Fox Point in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village of Fox Point for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions. Additionally, any unpaid bills owed to the Village of Fox Point by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees or forfeitures owed to the Village of Fox Point must be paid on demand and prior to issuance of any permits and shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Village of Fox Point, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to Village of Fox Point, including possible cause for termination of the pickleball conditional use approval.

14. Uses previously approved for the Subject Property may continue. The Agreement and Plan of Operation dated November 30, 2006 between the Village and the Petitioner remains in effect and is unchanged by this Conditional Use Order.

15. The Petitioner shall be subject to review of the terms of this Conditional Use Order by the Village Board on the anniversary of the date the Conditional Use Order is granted. The Village Board may add additional pickleball sound attenuation measures in the event the decibel levels have been substantially and continuously exceeded by the Petitioner. The Village Board may also add other reasonable conditions and restrictions on pickleball as necessary to ensure compliance with the standards of the ordinances and the terms and conditions of this Conditional Use Order. The Petitioner shall file a compliance report and petition for the one-year review at least 30-days prior to the annual review date. The Petitioner will be notified of the date of the review by the Village at least 60-days prior to the review date. Pursuant to this review and any Village Board action, no public hearing shall be required unless the Village Board, in its sole discretion, determines that a substantial change will be made which will adversely impact the surrounding properties. The Village Board may, from time to time, request a meeting with the Town Club to review the implementation of the Club's pickleball sound study and pickleball sound management practices.

16. Other Conditions.

    a. 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 of Fox Point ordinance or other law.

    b. This pickleball Conditional Use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Village of Fox Point Plan Commission as being in compliance with all pertinent ordinances.

    c. Should the permitted pickleball Conditional Use be abandoned in any manner, or discontinued in use for eighteen (18) months, or continued other than in strict conformity with the conditions of the original approval, or should the Petitioner be delinquent in payment of any monies due and owing to 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 of Fox Point Plan Commission, pursuant to the enforcement provisions of this Conditional Use Order.

d. Any change, addition, modification, alteration and/or amendment of any aspect of this pickleball Conditional Use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a permit amendment or restated permit as set forth below and all procedures in place at the time must be followed.

e. Unless this Conditional Use Permit expressly states otherwise, plans that are specifically required by this Conditional Use Order may be amended upon the prior approval of the Village of Fox Point Plan Commission if the Village of Fox Point Plan Commission finds the plan amendment to be minor and consistent with the Conditional Use Permit. Any change in any plan that the Village of Fox Point Plan Commission feels, in its sole discretion, to be substantial, shall require a restated permit for pickleball, and all procedures in place at the time must be followed.

f. 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.

g. If any aspect of this pickleball 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 pickleball Conditional Use, the more restrictive provision shall be controlling as determined by the Village of Fox Point Plan Commission.

The Petitioner provided substantial evidence of meeting or agreeing to meet these conditions. There was insufficient substantial evidence from opponents to the contrary.

Petitioner hereby acknowledges the conditions imposed by the Conditional Use Order and agrees to comply with all such conditions.

[*signatures on following pages*]

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: Scott Brandmeier, DPW Director

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: The Village Board will consider signage and striping options for pickle ball play at Longacre Park and Indian Creek Park and may take action to direct staff accordingly. (Pg. 97-98)

Overview

Background

Request
The Village, acting as property owner of Longacre Park and Indian Creek Park, determined at the June 2026 Village Board meeting to proceed with allowing pickleball on the tennis courts at both parks.

The Village Board discussed the conditional uses that should be applied to Longacre and Indian Creek parks and, after much debate, the Board requested sample signage for the courts, hours of play, and days of play, among other things.

Staff obtained signage examples from both Thiensville and Whitefish Bay. Whitefish Bay is more similar to Fox Point in that the hours and days are restricted whereas there does not appear to be any hour or day restrictions in Thiensville (but for the normal park hours). The proposed signage is attached to this memo and reflects the hours of operation approved by the Board at the June meeting.

The Board also made the following decisions on the matter:

1. Pickleball play will be permitted May 1 through September 30.
2. Hours of play will be 9 am to 12 pm and 4 pm to 7 pm with play in the morning at Longacre and play in the afternoon at Indian Creek.
3. No play on Wednesdays and Sundays.
4. No lighting.
5. No amplified music.
6. Propose restrictions for use on the signage.

7. Convert two of the four tennis courts at Longacre to four pickleball courts. Consider temporarily striping Longacre with tape.
8. Maintain the existing striping at Indian Creek.
9. Provide a cost estimate for striping and portable pickleball nets.

Staff has not obtained a quote to manufacture the signs (as the language has not been approved) but expects each sign to be approximately $75.

Staff received a quote from Munson, Inc. to repaint and re-stripe Longacre in the amount of $48,410 which includes erecting a 4-foot chain link fence, repainting the courts, striping the courts for pickleball, and purchasing mobile nets for pickleball play. Given the cost of striping, staff requested a second quote from Munson, Inc. to simply re-stripe two of the courts at Longacre for pickleball play, similar to what exists at Indian Creek. In contrast to a complete repainting and re-striping of the Longacre tennis courts,Munson has submitted a quote in the amount of $1,944 to mask and stripe two pickleball courts overlaying the existing tennis courts at Longacre. Considering the Board views this as a test period, staff is recommending that only two courts be striped at Longacre as the cost is considerably lower. The signage being proposed reflects this recommendation.

Alternatively, if the Board is of the opinion the approximate $2,000 cost for striping Longacre is excessive, there are temporary options available to stripe the courts including the following:

- Magnetic portable court markings - approximately $150 each ($300 total) - see this link. The concern is whether this would be a tripping hazard.
- Temporary court lines that are taped down - approximately $70 each ($140 total). See this link. Similarly, there is a concern this would be a tripping hazard.
- Purchasing tape and marking the lines by using DPW staff - $20 per roll. Refer to this link.
- Placing tape down may be more practical but will likely wear over time and may need to be reapplied throughout the season. Purchasing the temporary courts seem to be more of a permanent solution of the temporary solutions but there is a concern that the court markings could be removed from the court quite easily, requiring staff to repurchase the items.

Recommendation

Attachments
None

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager
Scott Brandmeier, DPW Director

Date: July 14, 2026

Re: Consideration of a Conditional Use Permit to construct a commercial multitenant building including a restaurant (coffee shop) with drive-through, located at 8739 N Port Washington Road as required per Village Code Sections 745-18. (Pg. 99-128)

Overview
Midland Management LLC, owner of Riverpoint Village Shopping Center, has submitted plans for a new multi-tenant retail building at 8739 Port Washington Road. The proposal involves the demolition of the former McDonald's freestanding restaurant and construction of a new approximately 4,485 square foot, single-story, two-tenant commercial building. The restaurant use is identified as a Starbucks, and the second tenant has not been identified.

Background
The subject site is located within Riverpoint Village Shopping Center, a commercial development operating under a Brown Port Shopping Center Amended and Restated Development Agreement from 1994, between North Shore Centers Partners and the Village of Fox Point.
The Development Agreement and its recorded Memorandum constitute covenants running with the land, binding on all successors and assigns having an interest in the property. The signage standards applicable to the center were further developed through the Riverpoint Village master sign plan.

Process

Both proposed uses, a restaurant with drive-thru and a future commercial tenant, are considered Conditional Uses under Section 745-18(D)(1)(h) and (i) of the D Business District. The Plan Commission will study and investigate the application and make a recommendation to the Village Board. The Village Board will hold a public hearing prior to making a determination and issuing a Conditional Use Permit. At this time, the second tenant has not been identified; that user will need to return in the future for an amended CUP for its operations.

Request

The applicant proposes to demolish the existing vacant freestanding McDonald's building and construct a new two-tenant commercial building on the similar footprint area, oriented to face Port Washington Road. The building is designed as a single-story structure with a flat roof. Two tenant spaces are proposed:

- Restaurant (2,211 SF): Identified as Starbucks. Includes a drive-thru window on the south elevation, a drive-thru lane with queuing stacking through the site and a patio with outdoor seating.
- Retail (2,274 SF): General retail tenant space. Faces the shared parking area on the east elevation.

Operations

The Starbucks proposes general hours of operation from 5AM – 8 PM and includes an automobile drive-through, mobile order pickup, indoor seating area, and outdoor patio seating area.

Details of the drive through operations are not defined in the application such as volume of speaker box, and size and illumination of menu boards located along the north facade. Two directional signs, at the Northwest and Southeast entrances, state Stop/Do Not Enter. A formal sign package was not submitted with the application; however, the Riverpoint master sign plan does regulate some of the signage such as wall signs on the structure.

Drive-thru stacking indicates a queue line of eleven (11) automobiles with additional paved area in the parking lot. The Chief of Police does not have any concerns with the automobile queue and internal circulation.

Zoning Analysis

A single-story development is compliant with Section 745-18(F)(2). Both the restaurant use (Starbucks) and retail user require conditional use approval under Sections 745-18(D)(1)(h) and 745-18(D)(1)(i). The retail tenant will need to return in the future for any site plan alterations and for review of operations. The trash enclosure is screened per Section 745-18(F)(1)(c).

Setbacks

- Per the Section 745-18(F)(4), buildings must be set back from the centerline of each adjoining street not less than 15 feet plus one-half the width of the abutting road or area reserved for highway purposes. The submitted site plan shows the building set back substantially from the Port Washington Road right-of-way, with parking located between the building and the street, indicating the setback requirement is likely met.
    - The applicant should be required to provide an amended site plan noting the precise centerline dimension. Until such site plan is submitted, Staff cannot confirm the street setback, however, the indicated distance does appear compliant.
- Per the Section 745-18(F)(3), no building may be closer than 10 feet to any lot line. The

subject site is located within the Riverpoint Village shopping center. The rear and side yard lot line setbacks appear to be met at the internal lot lines within the shopping center.

Parking

- Per Section 745-18(F)(7), 5 parking stalls are required for every 1,000 sqft of non-storage area. The applicant has not identified storage space within the tenant spaces; absent further information, the development (4,485 total sqft) would be required to provide 23 stalls. Only 19 stalls and an ADA loading zone are accounted for. Given the transient nature of drive-through coffee and the availability of parking within the Riverpoint shopping center, a parking reduction may be permissible.
- Additional parking is shared with the rest of the development. Section 745-18(F)(7)(d) allows the Plan Commission to recommend a lesser number of stalls by taking into consideration the location, type and use of the building, and other parking areas available in close proximity, subject to Village Board approval.
- Loading area: the applicant should provide operational details of where/when loading and unloading will occur for both tenants.

Exterior Lighting

- Under the Exterior Upgrade portion of the Developer Agreement, Riverpoint shall "provide uniform exterior lighting for the building and parking lot." Section 670-58(C) provides for development agreements prior to May 21, 2008 whereby lighting may deviate from the Municipal Code. The proposal indicates the reuse of existing parking light poles (including the relocation of one pole which exceeds the 12 foot maximum height) as opposed to new poles lowering the height to 12 feet which would be allowed under the development agreement.
- Under Section 670-55, "In no case shall illuminance level from any outdoor light fixture(s), individually or combined, measure above 0.2 footcandle at any location beyond the property line."
    - Sheet E102 describes light trespass above this limitation in a number of locations. The property owner should be required to meet the requirement of Section 670-55. The pole heights appear to be permissible. Under the development agreement however, some fixtures may need to be shielded or angled to meet the light trespass requirement of the Municipal Code.

Consideration for Plan Commission

Staff recommends that the Plan Commission discuss the following with the applicant:

Operations

- Hours: Restaurant operations include an outdoor component. The Plan Commission may wish to discuss the appropriateness of proposed hours of operation for outdoor seating and outdoor dining, any heating elements, or amplified music.

- Deliveries: The Plan Commission may wish to discuss the applicant's plans for deliveries of materials and goods to/from the site.
- Drive-Through: The Plan Commission may wish to discuss typical peak-hour(s) circulation and how conflicts between drive-through traffic and parking lot will be managed. Is proposed queue depth adequate to prevent backup into shared Riverpoint shopping center or onto Port Washington Road?

Parking

- Minimum Stalls: The Plan Commission may wish to discuss with the applicant whether a parking reduction is justified.
    - Submitted parking estimates supply a lesser amount of parking (19 stalls) than the municipal code requires (see calculations above within Zoning Analysis).
- The Plan Commission may wish to discuss with the applicant whether inclusion of bicycle parking may be included to alleviate automobile parking during certain times of the year.
    - Inclusion of bicycle parking may encourage bicycle/pedestrian attendance; a goal of the Comprehensive Plan.

Recommendation
Should the Plan Commission address any issue that may be raised during discussion, Staff recommends that the Plan Commission recommend the Village Board approve the Conditional Use Permit following a mandatory public hearing, subject to the following conditions, in addition to any conditions raised during discussion:

Conditions

1. Establishing hours of operation. If noise complaints or early morning/late-night disturbance complaints are received, the applicant shall take corrective action to resolve those complaints to the satisfaction of the Village Manager.
2. Establishing hours of operation for outdoor dining/seating separate from indoor operations.
3. Establishing hours, location, amplification, and direction of any music.
4. Establishing whether a greater or lesser amount of parking is required on the site, and justification for that determination.
5. Establishing whether bicycle parking is appropriate on the site. Such plans will be submitted to the Director of Public Works.
6. Submitting an amended site plan noting the street yard precise centerline dimension.
7. A full sign plan shall be submitted to the Village Manager for review and approval, and must adhere to both Chapter 540 (Signs), and the approved Riverpoint master sign program.
8. Details of the drive-through speaker volume shall be submitted to the Village Manager.
9. Lighting must meet the requirements of Section 670-55. Details of such shall be submitted to the Director of Public Works.
10. The second tenant must return for Conditional Use approval.
11. Obtaining other required licenses, permits, and approvals. This includes but is not limited to site plan approval, building permits, Engineering/DPW permits completed to

the satisfaction of the Director of Public Works, Milwaukee County or State of Wisconsin approvals, and right-of-way agreements.

Attachments

1. River Point Starbucks - Application
2. Fox Point Starbucks - Renderings
3. Site and Civil
4. Drawings
5. 2026-05 - CUP Order - Starbucks Multitenant - DRAFT

Section 4

Applicant's specific interest in site Starbucks will be leasing their space from North Shore Centers Partners		
Describe in detail the business activity that will take place on site including products & services The facility will sell coffee, coffee flavored drinks, espresso and espresso-based drinks, tea or tea based drinks, blended beverages, pastries, and breakfast sandwiches. The facility will have a small warming and prep kitchen and will have seating for customers. There will be a drive through.		
Describe all **owned** fixtures, furniture, and equipment to be used on site Coffee brewing equipment, espresso equipment, warming ovens, refrigeration appliances, service counters, tables and chairs.		
Describe all **leased** fixtures, furniture, and equipment to be used on site		
Describe any alterations planned for the site **and** estimated cost of renovation The project is proposing to demolish the existing McDonald's and build a new structure for Starbucks. The estimated cost is $1.5 million.		
Person responsible for obtaining building permit (if required) Dan Beyer Architects		
Square footage of site 1,950 sf	# of employees Approximately 6	# of parking spaces to be used 20 Stalls
Days & hours of operation 5:00 am - 8:00 pm	Proposed date of occupancy March of 2027	

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)

Business Owner Signature _____ Printed Name _____ Date _____

Updated 01/24/2024



June 19, 2026

RIVERPOINT VILLAGE
MULTI-TENANT RETAIL BUILDING

DAN BEYER
ARCHITECTS



June 19, 2026

RIVERPOINT VILLAGE
MULTI-TENANT RETAIL BUILDING

DAN BEYER
ARCHITECTS



June 19, 2026

RIVERPOINT VILLAGE
MULTI-TENANT RETAIL BUILDING

DAN BEYER
ARCHITECTS


SIGNAGE
SIGNAGE
SIGNAGE
AK-279-AR
AK-279-AR

SITE CIVIL AND LANDSCAPE PLANS
FOR
RIVER POINT VILLAGE MULTI-TENANT
8739 N. PORT WASHINGTON
FOX POINT, WI

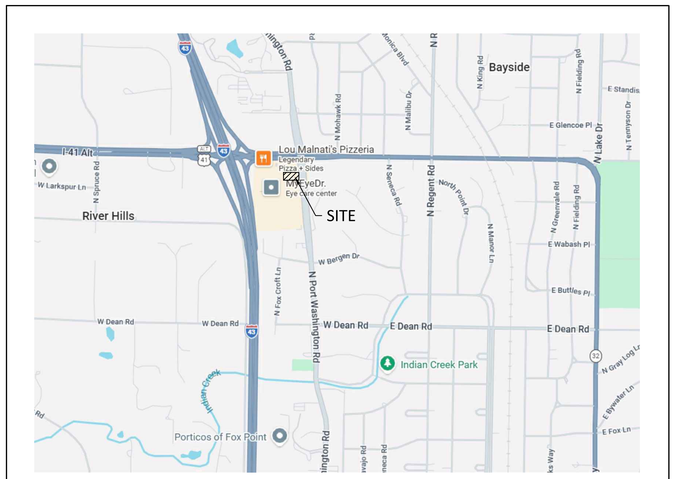
LEGEND
(PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- PROPOSED 18" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED ACCESSIBLE PAVEMENT MARKING
- VAN ACCSSSIBLE STALL
- PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- DOOR
- STRUCTURAL RETAINING WALL - (DESIGNED BY OTHERS)
- 869.5 — PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)
- 869 — PROPOSED 1-FOOT GRADE CONTOUR
- 875 — PROPOSED 5-FOOT GRADE CONTOUR
- 877.70 — PROPOSED SPOT GRADE
- (877.70) — PROPOSED TOP OF CURB
- 877.70 TW — PROPOSED FINISHED SURFACE GRADE ADJACENT TO TOP OF WALL
- 877.00 BW — PROPOSED FINISHED SURFACE GRADE ADJACENT TO BASE OF WALL
- PROPOSED EROSION CONTROL BALE TEMPORARY DITCH CHECK
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED TEMPORARY DIVERSION SWALE & BERM
- PROPOSED LEVEL SPREADER
- PROPOSED STONE TRACKING MAT
- PROPOSED PERMANENT TURF REINFORCEMENT MAT
- EROSION CONTROL BLANKET
- PROPOSED RIPRAP
- PROPOSED GAS LINE
- PROPOSED ELECTRIC LINE
- PROPOSED TELEPHONE LINE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

LEGEND

- ( ) INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- 1" DIA. IRON PIPE, 18" LONG–SET (UNLESS OTHERWISE NOTED)
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- A/C AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- –EDGE OF TREES
- –SANITARY SEWER
- –STORM SEWER
- –WATERMAIN
- –MARKED GAS MAIN
- –MARKED ELECTRIC
- –OVERHEAD WIRES
- –BUREAU ELEC. SERV.
- –MARKED TELEPHONE
- –MARKED CABLE TV LINE
- –MARKED FIBER OPTIC
- 780 — INDICATES EXISTING CONTOUR ELEVATION
- × 780.55 — INDICATES EXISTING SPOT ELEVATION
- –EXISTING PROPERTY LINE
- –EXISTING EASEMENT LINE

VICINITY MAP



N

PLAN INDEX

SHEET NO.	DESCRIPTION
C000	TITLE SHEET
SHEET 1 OF 1	TOPOGRAPHIC MAP
C100	DEMOLITION & EROSION CONTROL PLAN
C200	SITE PLAN
C300	GRADING PLAN
C400	UTILITY PLAN
C500	SITE DETAILS
C600	SPECIFICATIONS
L100	LANDSCAPE PLAN

ENGINEER AND LANDSCAPE ARCHITECT:

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PLAN DATE: 06/15/2026

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:

DAN BEYER ARCHITECTS
507 S. 2ND STREET, STE 125
MILWAUKEE WI, 53204
414-239-8267

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CONSULTANTS:

16745 W. Bluemound Road
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(262) 781-1000
rasmith.com
raSmith
CREATIVITY BEYOND ENGINEERING
raSmith
PROJECT NUMBER 3260076

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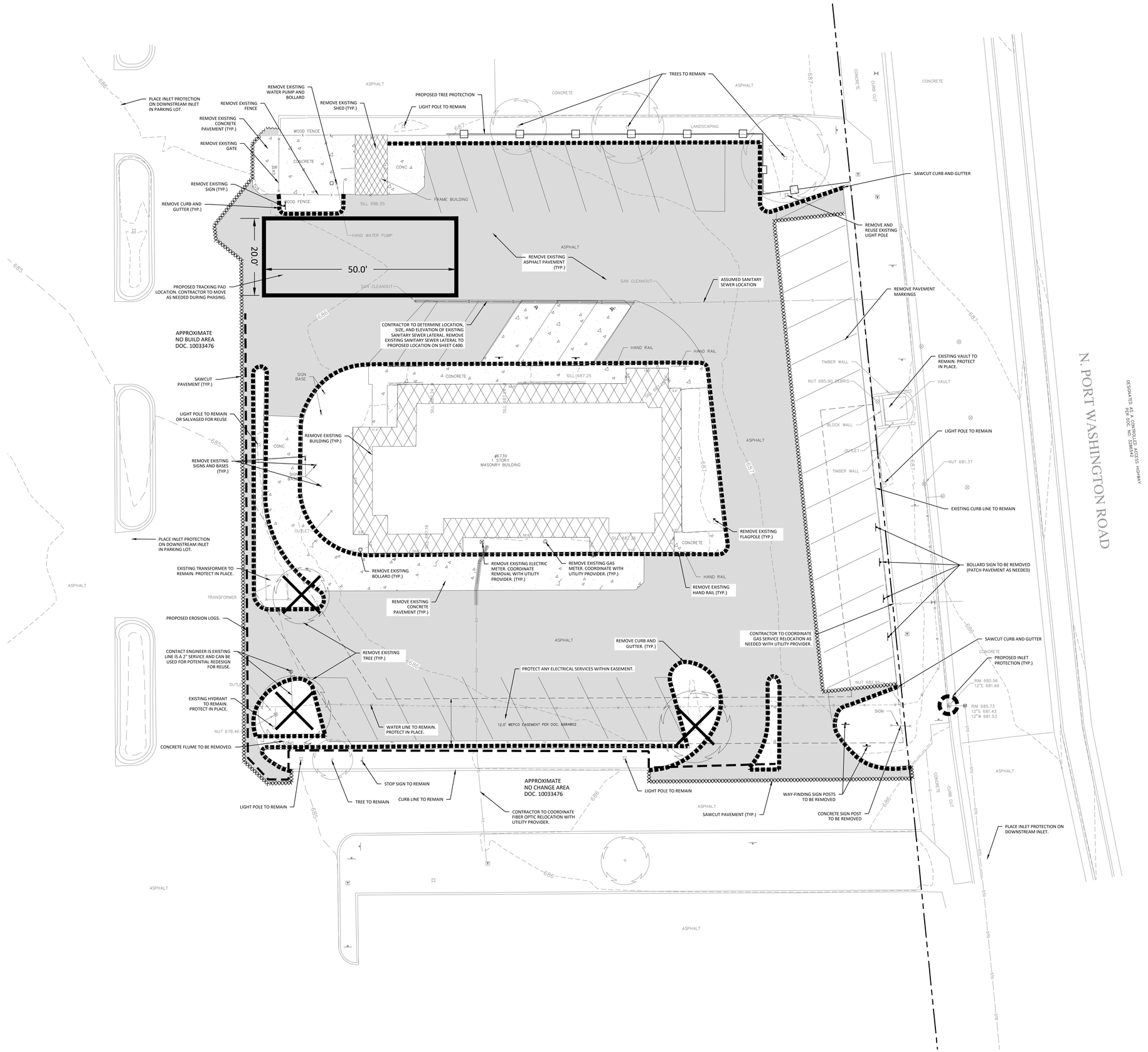
RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE: **TITLE SHEET**

REVISIONS:

SCALE	**N.T.S.**
PROJECT NUMBER	2603-005
SET TYPE	**DRAWING SET**
DATE ISSUED	**06/15/2026**
SHEET NUMBER	**C000**

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N

0 10 20
GRAPHIC SCALE
Feet

LEGEND

- PROPERTY LINE
- DEMO CURB & GUTTER
- SAW CUT PAVEMENT
- EROSION LOGS
- TREE PROTECTION
- UTILITY TO BE REMOVED
- 870 EXISTING CONTOUR
- EXISTING CATCH BASIN
- INLET PROTECTION
- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED

GENERAL NOTES:

1. EXISTING TOPOGRAPHY OBTAINED BY RASMITH ON 4/25/26
2. EXISTING ITEMS IN BOLD ARE TO BE REMOVED. DAMAGE TO ALL EXISTING CONDITIONS THAT WERE TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
3. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL SITE AND DEMOLITION PERMITS.
4. THE DEMOLITION CONTRACTOR SHALL PREPARE AND MAINTAIN A PROJECT SAFETY PLAN. ALL SITE SAFETY EQUIPMENT AND MEASURES, INCLUDING FENCING, FIRE PROTECTION, AND THE LIKE ARE THE SOLE RESPONSIBILITY OF THE DEMOLITION CONTRACTOR.
5. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC. CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC.
6. THE DEMOLITION CONTRACTOR SHALL DEVELOP, OBTAIN NECESSARY APPROVALS/PERMITS AND MAINTAIN TRAFFIC AND PEDESTRIAN CONTROL PLANS THROUGHOUT ALL PHASES OF DEMOLITION.
7. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION, ELEVATION, AND CONDITION OF ALL UTILITIES. CONTACT THE ENGINEER IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWING FOR POSSIBLE REDESIGN.
8. THE EROSION CONTROL PLAN IS IN ACCORDANCE WITH THE VILLAGE OF FOX POINT, WI MUNICIPAL AND STATE CODE, WHICHEVER IS MOST STRINGENT.
9. IF THE EROSION CONTROL PLAN IS REVISED DURING CONSTRUCTION, A COPY OF THE UPDATED PLAN SHALL BE PROVIDED TO THE VILLAGE WITHIN 3 BUSINESS DAYS OF THAT CHANGE.
10. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN DAYS MUST BE IMMEDIATELY RESTORED WITH SEED AND MULCH.

EROSION CONTROL SEQUENCE

1. INSTALL SILT FENCE.
2. INSTALL TRACKING PAD. THIS IS THE ONLY EXIT TO BE USED FOR ALL CONSTRUCTION ACTIVITIES. CONTRACTOR MAY ADJUST LOCATIONS TO FACILITATE CONSTRUCTION PHASING. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING (NOT FLUSHING) BEFORE THE END OF EACH WORK DAY
3. INSTALL STORM DRAIN INLET PROTECTION ON EXISTING INDICATED STORM INLETS.
4. REMOVE BUILDING AND PAVEMENT, STRIP TOPSOIL AND GRADE SITE IN INCREMENTS APPROPRIATE TO WORK WHILE MAINTAINING SEDIMENTATION AND EROSION CONTROL PRACTICES IN CONFORMANCE WITH LOCAL AND STATE GUIDELINES LISTED ABOVE.
5. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL BMPs WHEN SITE WORK AND GRADING ALLOWS.
6. CONSTRUCT UTILITIES AND INSTALL ADDITIONAL STORM DRAIN INLET PROTECTION TO INLETS AS SOON AS THEY ARE CONSTRUCTED.
7. PREPARE BUILDING FOUNDATION.
8. CONSTRUCT BUILDING.
9. PREPARE PARKING LOT SUBGRADE, INSTALL CURB AND GUTTER AND PAVE SITE.
10. APPLY SEED FERTILIZER AND MULCH TO LANDSCAPE LAWN AREAS AS SOON AS POSSIBLE.
11. FLUSH STORM SEWER.
12. CONSTRUCTOR SHALL REMOVE ALL REMAINING TEMPORARY EROSION CONTROL BMPs WHEN DISTURBED AREAS ARE STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSIONS.
13. ALL EXPOSED SOIL AREAS NOT DISTURBED FOR UP TO SEVEN CALENDAR DAYS MUST BE IMMEDIATELY RESTORED WITH SEED AND MULCH.

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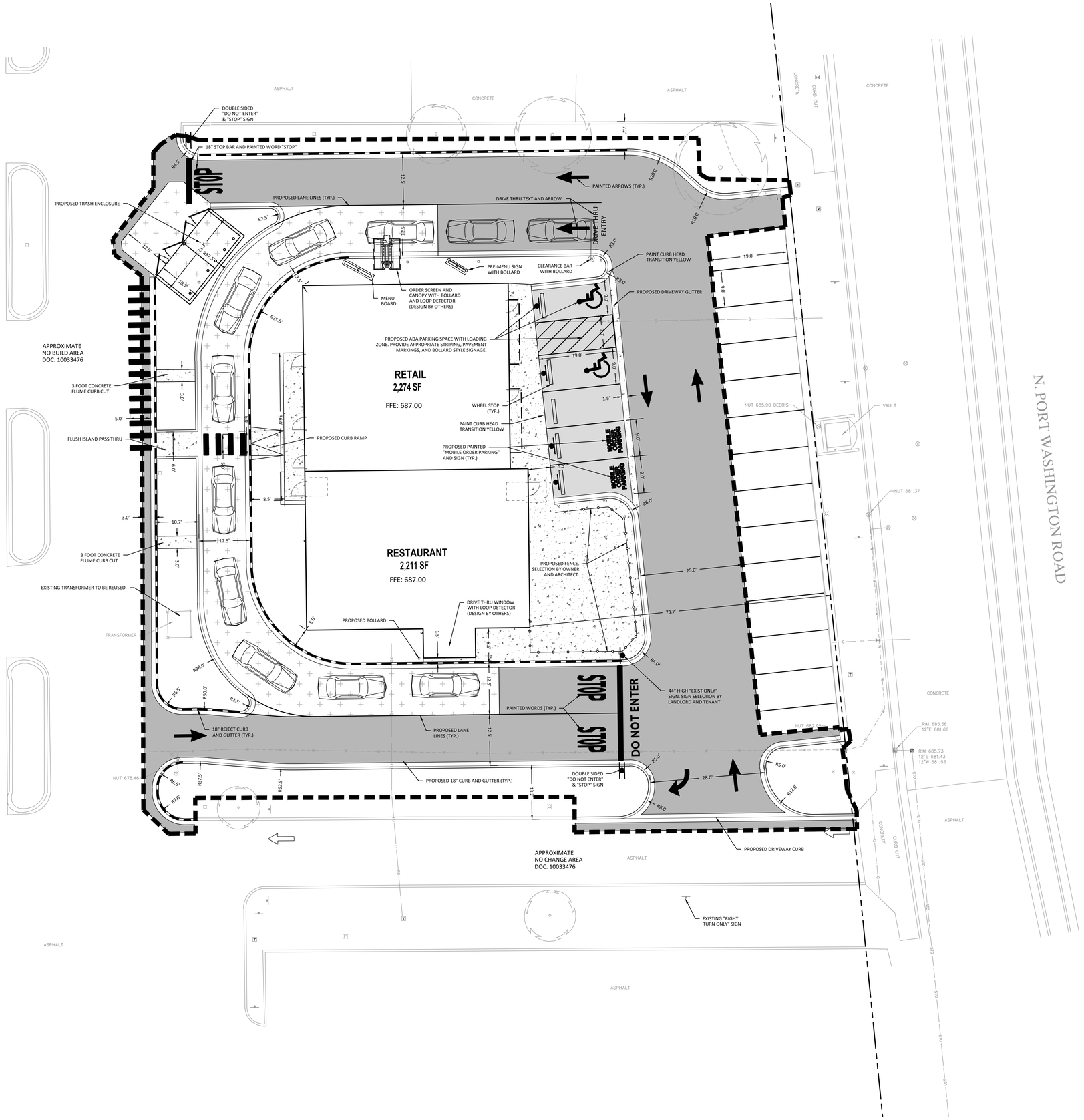
RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
DEMOLITION & EROSION CONTROL PLAN

REVISIONS:

SCALE	1" = 10'
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	C100

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GRAPHIC SCALE
Feet

LEGEND

- PROPERTY LINE
- PROPOSED 18" CURB & GUTTER
- PROPOSED 18" REJECT CURB & GUTTER
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK

SITE STATISTICS*

	SQ FT	AC	COVERAGE
PROJECT AREA	24,439	0.56	
EXISTING PERVIOUS	2,483	0.06	10.2%
EXISTING IMPERVIOUS	21,956	0.50	89.8%
PROPOSED PERVIOUS	4,365	0.10	17.9%
PROPOSED IMPERVIOUS	20,074	0.46	82.1%

*SITE STATISTICS ARE COMPLETED FOR LIMITS OF DISTURBANCE

PARKING STATISTICS

REQUIRED:

5 SPACE PER 1,000 SF
BUILDING AREA = 4,485 SF
TOTAL REQUIRED STALLS = 23

PROPOSED:	STANDARD STALLS	18
	ACCESSIBLE STALLS	2
	TOTAL STALLS	20*

*ADDITIONAL PARKING IS SHARED WITH THE REST OF THE DEVELOPMENT

GENERAL NOTES:

1. EXISTING SURVEY OBTAINED BY raSmith ON 04/25/2026.
2. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSION OF ENTRANCES, VESTIBULES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE VILLAGE OF FOX POINT EROSION CONTROL ORDINANCE AND STATE OF WISCONSIN TECHNICAL STANDARDS.
4. ALL DIMENSIONS AND CORRESPONDING HORIZONTAL CONTROL RELATED TO PAVING REPRESENT FACE OF CURB, ELEVATIONS AND CONTOURS REPRESENT FINISHED GRADES UNLESS OTHERWISE INDICATED. BUILDINGS ARE DIMENSIONED TO FACE OF BUILDING.
5. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE SIZE, LOCATION AND ELEVATION OF ALL UTILITIES.
6. ALL SITE SIGNAGE MUST COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

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rasmith.com
raSmith
CREATIVITY BEYOND ENGINEERING

raSmith
PROJECT NUMBER 3260076

NOT FOR CONSTRUCTION

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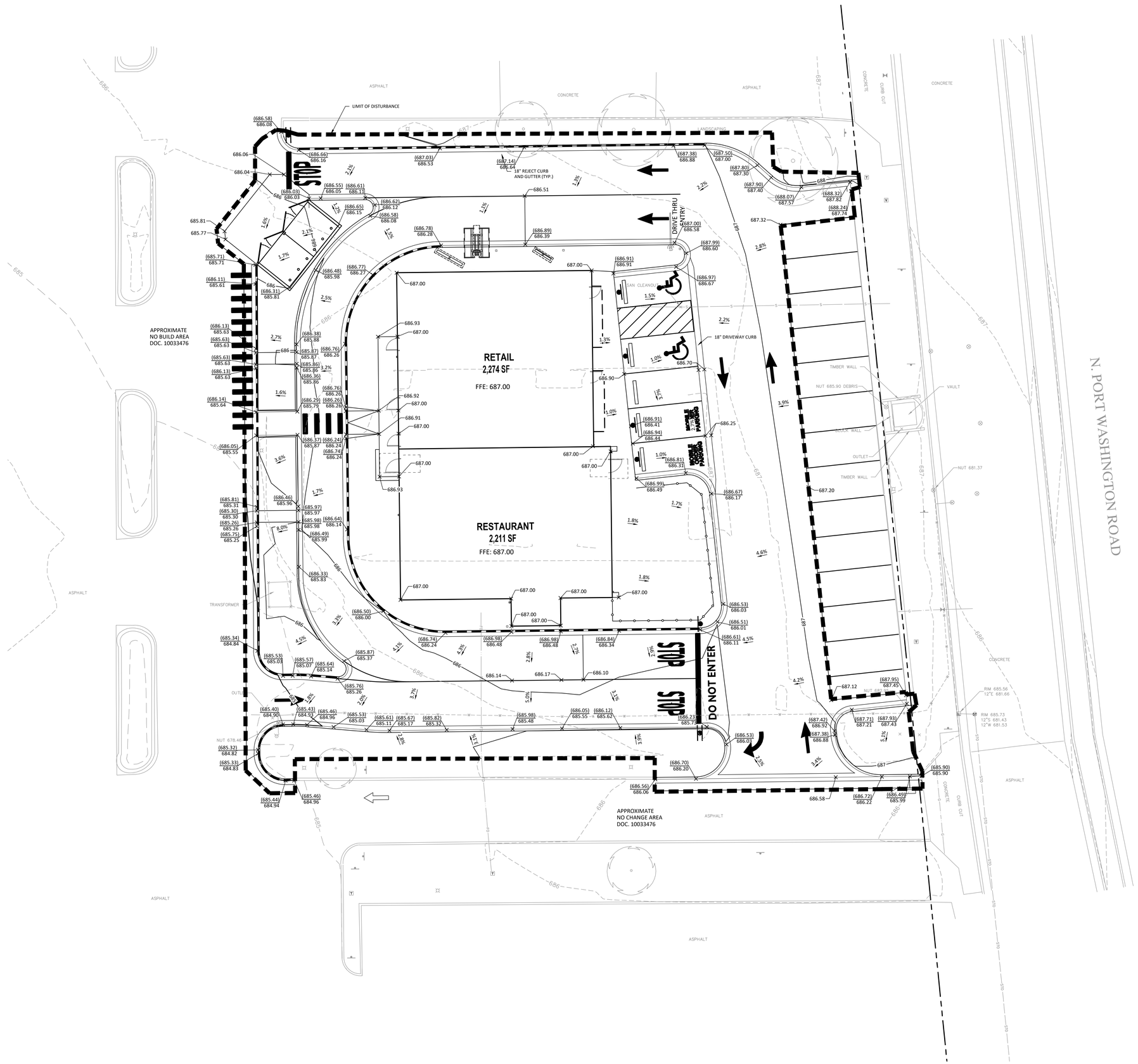
RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
SITE PLAN

REVISIONS:

SCALE	1" = 10'
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	C200

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N

0 10 20
GRAPHIC SCALE
Feet

LEGEND

- PROPERTY LINE
- LIMITS OF DISTURBANCE = 0.56 ACRES
- 869 — PROPOSED 1-FOOT GRADE CONTOUR
- 870 — PROPOSED 5-FOOT GRADE CONTOUR
- 780 — EXISTING CONTOUR ELEVATION
- 877.70 × — PROPOSED SPOT GRADE
- (877.70) — PROPOSED TOP OF CURB
- × 780.55 — EXISTING SPOT ELEVATION
- PROPOSED CATCH BASIN

GENERAL NOTES:

1. ALL SIDEWALKS TO BE SLOPED AT LESS THAN 5.0% AND NO MORE THAN 2.0% CROSS SLOPE
2. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE D.O.T. STANDARD SPECIFICATIONS, LOCAL ORDINANCES AND SPECIFICATIONS, AND RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.
3. **THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.**
4. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY. SEE SHEET C100 FOR PLACEMENT OF EROSION CONTROL FACILITIES.
5. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
6. GRADING SHALL CONSIST OF CLEARING AND GRUBBING EXISTING VEGETATION, STRIPPING TOPSOIL, REMOVAL OF EXISTING PAVEMENT OR FOUNDATIONS, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE AND ON-SITE EARTHWORK BALANCE, GRADING THE PROPOSED BUILDING PAD AND PAVEMENT AREAS, SCARIFYING AND FINAL COMPACTION OF THE PAVEMENT SUBGRADE, AND PLACEMENT OF TOPSOIL.
7. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.

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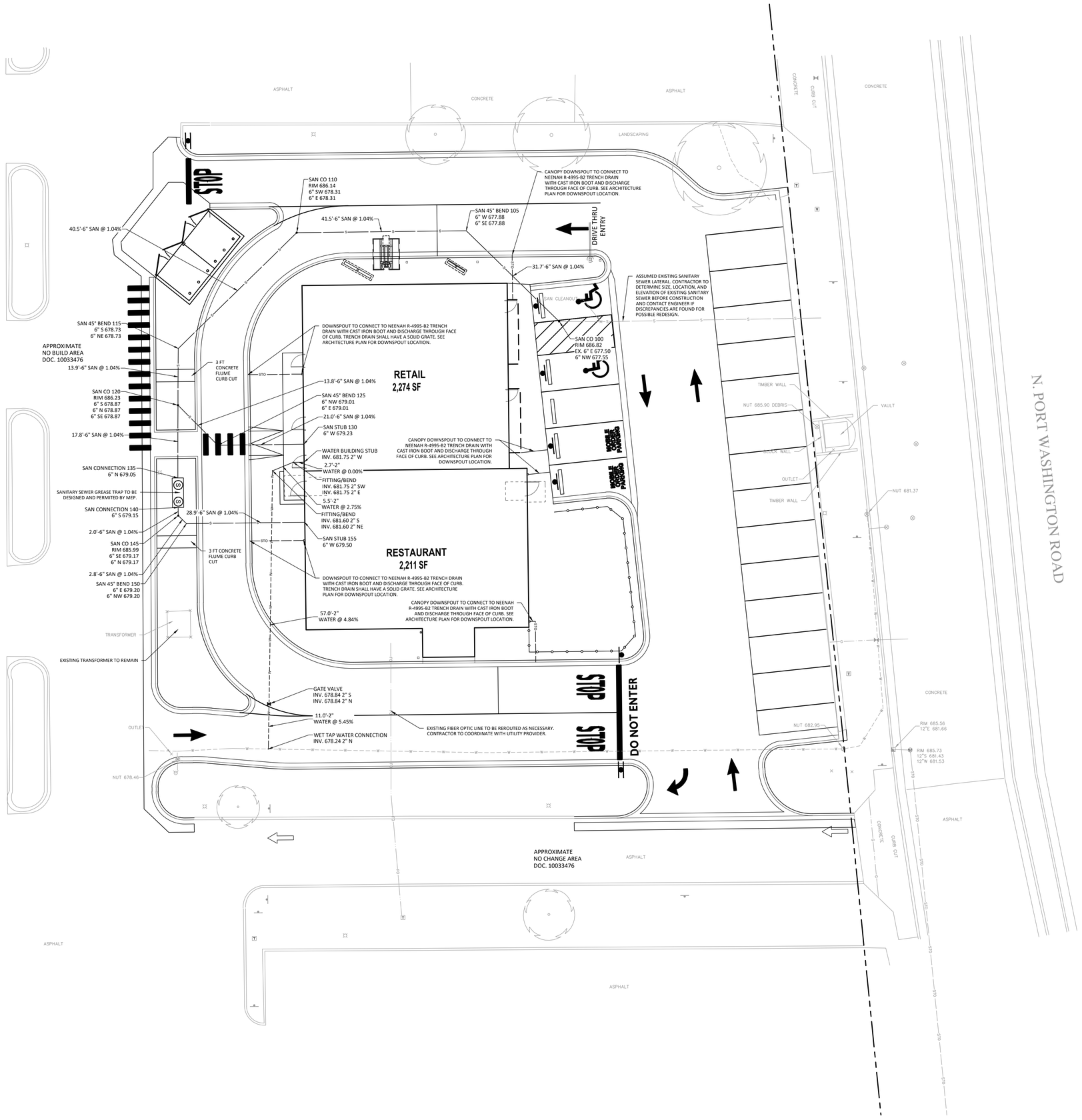
RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
GRADING PLAN

REVISIONS:

SCALE	1" = 10'
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	C300

P:\3260076\5Proj\Sheets\3260076-GP01.dwg, GRADING PLAN, 6/15/2026 12:45:37 PM, msf2



LEGEND

- PROPERTY LINE
- STO — EXISTING STORM SEWER
- S — EXISTING SANITARY SEWER
- W — EXISTING WATER MAIN
- T — EXISTING TELEPHONE
- E — EXISTING ELECTRIC
- G — EXISTING GAS
- STO — PROPOSED STORM SEWER
- S — PROPOSED SANITARY SEWER
- W — PROPOSED WATER MAIN
- EXISTING CATCH BASIN

GENERAL NOTES:

1. CONTRACTOR TO MAINTAIN MINIMUM 12" CLEARANCE WHEN WATER MAIN CROSSES ABOVE SEWER. CONTRACTOR TO MAINTAIN MINIMUM 18" CLEARANCE WHEN WATER SERVICE CROSSES BELOW SEWER.
2. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING REQUIRED CASTING IS COMPATIBLE WITH SPECIFIED STRUCTURE. IF NOT COMPATIBLE, CONTACT ENGINEER IMMEDIATELY.
4. WATER SERVICE MATERIAL TO BE COPPER PIPE.
5. CONTRACTOR TO CONFIRM AND VERIFY SITE LIGHTING PLAN WITH ARCHITECTURAL PLANS AND/OR MEP PLANS.
6. OVERALL SITE MUST BE WITHIN 4" OF FINAL GRADE BEFORE ELECTRIC CAN BE INSTALLED. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDER.
7. EVERYTHING BEYOND THE SERVICE VALVE, CONNECTING THE PRIVATE FACILITY TO THE PUBLIC FACILITY FOR WATER MAIN, IS PRIVATE AND TO BE MAINTAINED BY THE OWNER.

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PROJECT NUMBER 3260076

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RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING

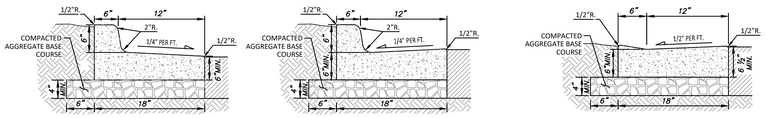
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
UTILITY PLAN

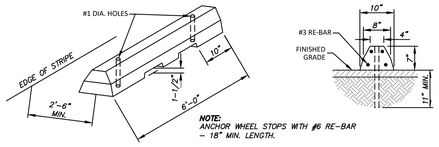
REVISIONS:

SCALE	1" = 10'
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	C400

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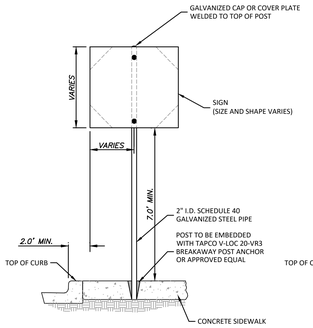


18" CONCRETE CURB & GUTTER DETAIL
(NOT TO SCALE)



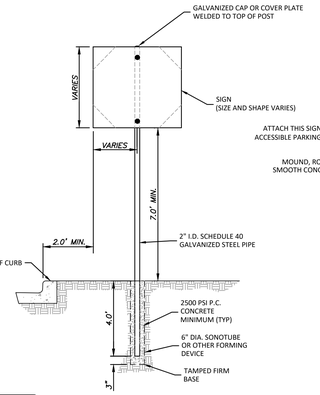
NOTE TO DESIGNER: VERIFY DETAILS WITH AVAILABLE SUPPLIERS

PRECAST CONC. WHEEL STOP
(NOT TO SCALE)

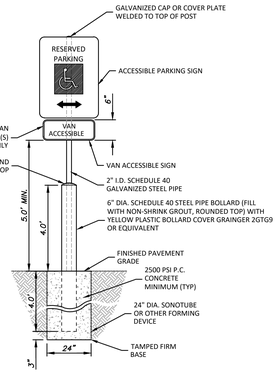


SIGN AND POST INSTALLATION – TYPE 1
FOR ALL SIGNS WITHIN THE CURB AROUND THE BUILDING
(NOT TO SCALE)

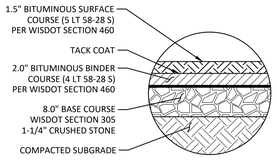
NOTES:
1. ALL SIGNS SHALL BE MOUNTED TO POSTS BY MEANS OF 5/16" BOLTS. HOLES 3/8" IN DIAMETER, DRILLED THROUGH BOTH SIDES OF POSTS PRIOR TO SIGN INSTALLATION.
2. ALL POST SHALL HAVE A GALVANIZED CAP OR COVER PLATE WELDED TO TOP OF POST.



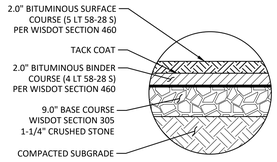
SIGN AND POST INSTALLATION – TYPE 2
FOR ALL SIGNS ON SITE, OUTSIDE THE BUILDING CURB
(NOT TO SCALE)



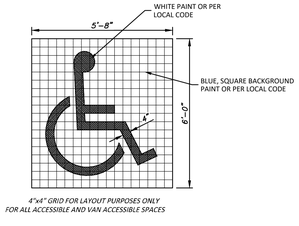
SIGN AND POST INSTALLATION – TYPE 3
FOR ALL ACCESSIBLE PARKING STALLS IN PAVEMENT AREAS
(NOT TO SCALE)



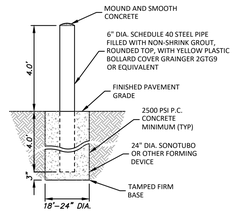
ASPHALT PAVEMENT SECTION (STANDARD DUTY)
(NOT TO SCALE)



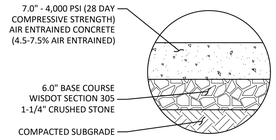
ASPHALT PAVEMENT SECTION (HEAVY DUTY)
(NOT TO SCALE)



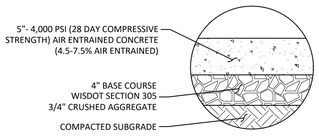
ACCESSIBLE PAINTED SYMBOL DETAIL
(NOT TO SCALE)



BOLLARD DETAIL
(NOT TO SCALE)

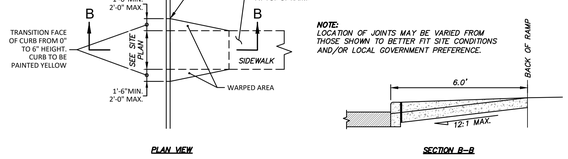


CONCRETE PAVEMENT SECTION (HEAVY DUTY)
(NOT TO SCALE)



CONCRETE SIDEWALK PAVEMENT SECTION
(NOT TO SCALE)

NOTE: ALL PAVEMENT SECTIONS ARE FOR REPRESENTATIVE PURPOSES ONLY. COORDINATE FINAL PAVEMENT SECTION SELECTIONS WITH OWNER.



FLARED END CURB RAMP (PRIVATE SITE)
(NOT TO SCALE)

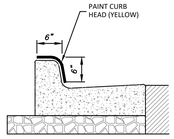


STOP SIGN TYPE R1-1
(NOT TO SCALE)

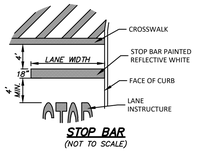


"DO NOT ENTER" SIGN TYPE R5-1
(NOT TO SCALE)

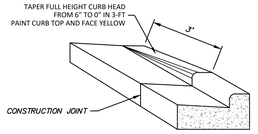
NOTES:
ALL SIGNS, POSTS AND FITTINGS SHALL BE PER MUTCD STANDARDS



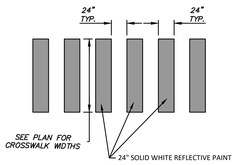
PAINTED CURB DETAIL
(NOT TO SCALE)



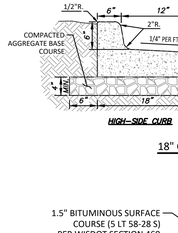
STOP BAR
(NOT TO SCALE)



CURB HEAD TAPER DETAIL
(NOT TO SCALE)



CROSSWALK STRIPING
(NOT TO SCALE)



CONSIDERATIONS:

1. TIRE WASHING AND TRACKING PAD TO CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1057.
2. VEHICLES TRAVELING ACROSS THE TRACKING PAD SHOULD MAINTAIN A SLOW CONSTANT SPEED.
3. THE BEST APPROACH TO PREVENTING OFF-SITE TRACKING IS TO RESTRICT VEHICLES TO STABILIZED AREAS.
4. IT IS ALWAYS PREFERABLE TO PREVENT SEDIMENT FROM BEING DEPOSITED UPON THE ROAD THAN CLEANING THE ROAD LATER. SEDIMENT ON A ROAD CAN CREATE A SAFETY HAZARD AS WELL AS A POLLUTION PROBLEM.
5. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, BEFORE THE END OF EACH WORKING DAY.

NOTES:

A. TRACKING PAD:

1. THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
2. THE AGGREGATE FOR THE TRACKING PAD SHALL BE HARD, DURABLE, ANGULAR STONE OR RECYCLED CONCRETE MEETING THE GRADATION OF TABLE 1 OF THE WISCONSIN DNR TECHNICAL STANDARD 1057. WHERE THIS GRADATION IS NOT AVAILABLE, MEET THE GRADATION IN WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) 2018 STANDARD SPECIFICATION, SECTION 312, SELECT CRUSHED MATERIAL.
3. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE, OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.
4. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM OF 50 FEET LONG.
5. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM TRACKING PADS OR CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, OR OTHER SIMILAR PRACTICES.

B. TIRE WASHING:

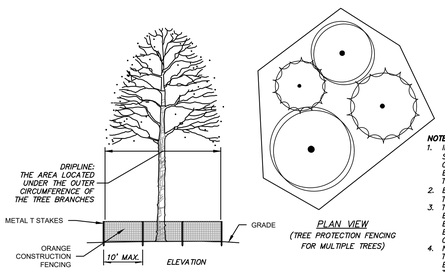
IF CONDITIONS ON THE SITE ARE SUCH THAT THE SEDIMENT IS NOT REMOVED FROM VEHICLE TIRES BY THE TRACKING PAD, THEN TIRES SHALL BE WASHED UTILIZING PRESSURIZED WATER BEFORE ENTERING A PUBLIC ROAD.

1. THE WASHING STATION SHALL BE LOCATED ON-SITE ON AN AREA THAT IS STABILIZED AND DRAINS INTO A SUITABLE SEDIMENT TRAPPING OR SETTLING DEVICE.
2. THE WASH RACK SHALL CONSIST OF A HEAVY GRATING OVER A LOWERED AREA. THE RACK SHALL BE STRONG ENOUGH TO SUPPORT THE VEHICLES THAT WILL CROSS IT.

C. MAINTENANCE

1. ROCKS LODGED BETWEEN THE TIRES IF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.
2. TRACKING PADS AND TIRE WASHING STATIONS SHALL, AT AT MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
3. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
4. A MINIMUM 12-INCH THICK PAD SHALL BE MAINTAINED.

STONE TRACKING PAD AND TIRE WASHING
(NOT TO SCALE)



NOTES:
1. INSTALL 4' HIGH ORANGE VINYL SNOW / CONSTRUCTION FENCING OR SIMILAR FENCING AT OR BEYOND THE DRIPLINE OF ALL TREES TO SAVE.
2. ERECT FENCE WITH 5' METAL T-STAKES AT LEAST EVERY 10'.
3. THE FENCING SHALL BE IN PLACE BEFORE CONSTRUCTION ACTIVITY BEGINS AND REMAIN UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.
4. NO CONSTRUCTION ACTIVITY SHALL TAKE PLACE NOR SHALL ANY EQUIPMENT BE STORED INSIDE OF THE FENCING.

TREE PROTECTION FENCING
(NOT TO SCALE)

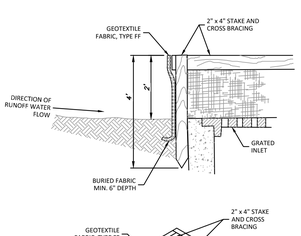
PARKING LOT TURNING ARROW
(NOT TO SCALE)

LANE INSTRUCTOR
(NOT TO SCALE)

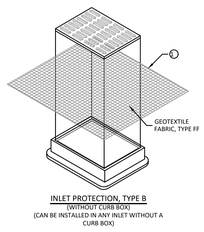
NOTES:
1. ALL LANE MARKINGS SHALL BE CENTERED ON DRIVE LANE.

PARKING LOT DIRECTIONAL ARROW
(NOT TO SCALE)

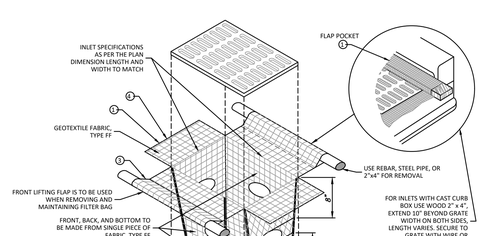
LANE INSTRUCTOR
(NOT TO SCALE)



INLET PROTECTION, TYPE A
(NOT TO SCALE)



INLET PROTECTION, TYPE B
(WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE D
(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX AS PER NOTE 2.)

*NOTE: DEPENDING ON EXPOSED SOIL TEXTURE, TYPE D-M OR TYPE D-HR INLET PROTECTION MAY BE USED IN PLACE OF TYPE D.

INLET PROTECTION, TYPE C (WITH CURB BOX)

1. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
2. FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4. THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING. SIDE FLAPS SHALL BE A MAXIMUM OF 2" LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.

GENERAL NOTES:

INLET PROTECTION DEVICES SHALL CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1060 AND BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WISDOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED IF ALLOWED BY ENGINEER.

TYPE A IS TO BE USED PRIOR TO PAVING AND INSTALLATION OF CURB AND GUTTER, AND TYPES B, C, AND D ARE TO BE USED AFTER PAVING IS PLACED.

TYPE A SHALL BE USED AROUND INLETS AND UNPAVED AREAS UNTIL PERMANENT STABILIZATION METHODS HAVE BEEN ESTABLISHED.

TYPE B SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON INLETS WITHOUT A CURB BOX WHEN TYPE D INLET DEVICES CANNOT BE USED.

TYPE C SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE, ON STREET INLETS WITH CURB HEADS.

TYPE D SHALL BE USED IN AREAS WHERE OTHER TYPES OF INLET PROTECTION ARE INCOMPATIBLE WITH ROADWAY AND TRAFFIC CONDITIONS (I.E. POSSIBLE SAFETY HAZARD IF PONDING OCCURS), OR WHERE MORE EFFECTIVE INLET FILTERING IS NEEDED.

TAPER BOTTOM OF BAG TO MAINTAIN 3" OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.

GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK, AND BOTTOM OF FILTER BAG BEING ONE PIECE.

INSTALLATION NOTES:

TYPE B & C:
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D:
DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

MAINTENANCE:

REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING DRAINAGE AREA IS STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS SURFACE.

INLET PROTECTION SHALL BE, AT A MINIMUM, INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.

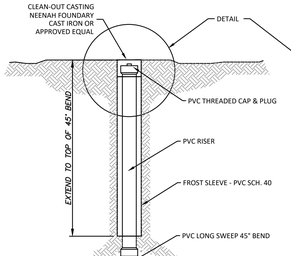
FOR TYPE A, B OR C INLET PROTECTION, SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED BETWEEN 1/3 TO 1/2 THE DESIGN DEPTH OF THE DEVICE, OR WHEN THE DEVICE IS NO LONGER FUNCTIONING AS DESIGNED.

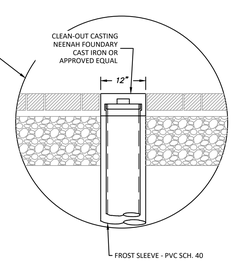
FOR TYPE D INLET PROTECTION (INCLUDING D-M AND D-HR), REMOVE SEDIMENT WHEN SEDIMENT ACCUMULATES TO WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES, OR WHEN STANDING WATER REMAINS WITHIN 6" OF THE BOTTOM OF THE OVERFLOW HOLES 24 HOURS AFTER A RUNOFF EVENT. HOLES IN THE TYPE FF FABRIC MAY BE REPAIRED BY STITCHING IF LESS THAN 2" IN LENGTH, BUT THE FABRIC SHOULD BE REPLACED IF THE HOLES ARE GREATER THAN 2" IN LENGTH IN THE TYPE FF FABRIC OR IF THERE ARE ANY HOLES IN THE TYPE HR FABRIC. THE FILTER MUST ALSO BE REPLACED IF THE FLAP POCKETS SUSTAIN DAMAGE THAT COMPROMISES FILTER INTEGRITY OR THE ABILITY TO PERFORM MAINTENANCE.

REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND STABILIZED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, DUE CARE SHALL BE TAKEN TO ENSURE SEDIMENT DOES NOT FALL INTO THE INLET AND IMPEDE THE INTENDED FUNCTION OF THE DEVICE. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

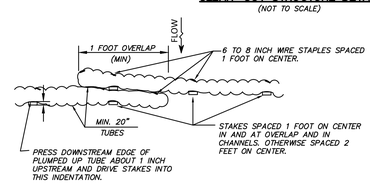
STORM DRAIN INLET PROTECTION
(NOT TO SCALE)



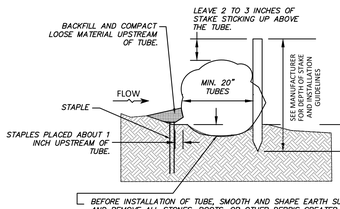


NOTES:
1. RISER PIPE SHALL BE EXTENDED ABOVE GROUND LEVEL INITIALLY & THEN IT MAY BE CUT BACK TO MATCH FINAL GRADE (BY OTHERS).
2. POSITION CLEAN-OUTS UPSTREAM OF BENDS, WHEN FEASIBLE.
3. REMOVABLE WATERTIGHT TOP ON FROST SLEEVES SUBJECT TO VEHICLE TRAFFIC SHALL BE CAST IRON.

CLEAN-OUT STRUCTURE DETAIL
(NOT TO SCALE)



PLAN



SECTION

EROSION LOGS
(NOT TO SCALE)

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RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
SITE DETAILS

REVISIONS:

SCALE	N.T.S.
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	C500

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DIVISION 1 - GENERAL REQUIREMENTS

01 41 00 - REGULATORY REQUIREMENTS

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED:
   a. WISCONSIN DEPARTMENT OF NATURAL RESOURCES (NDNR) STORM WATER TECHNICAL STANDARDS
   b. WISCONSIN EROSION CONTROL PRODUCT ACCEPTABILITY LIST
   c. STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (SSSWCW)
   d. WISCONSIN ADMINISTRATIVE CODE, SECTIONS SPS 381-387
   e. WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION
   f. WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) APPROVED PRODUCT LISTS (APL)
   g. FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
   h. WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (WMUTCD)
   i. UNITED STATES DEPARTMENT OF JUSTICE ADA STANDARDS
   j. UNITED STATES DEPARTMENT OF TRANSPORTATION ADA STANDARDS FOR TRANSPORTATION FACILITIES
   k. MUNICIPALITY DEVELOPMENT STANDARDS
   l. COUNTY DEVELOPMENT STANDARDS
2. THE OWNER, ENGINEER AND MUNICIPALITY SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL PERMITS AND FOR ABIDING BY ALL PERMIT REQUIREMENTS AND RESTRICTIONS.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK.
5. SHOP DRAWINGS AND/OR MANUFACTURER'S PRODUCT DATA SUBMITTALS ARE REQUIRED ONLY IF THE PRODUCT OR METHOD OF CONSTRUCTION IS DIFFERENT FROM THAT SPECIFIED OR IF REQUIRED BY THE MUNICIPAL ENGINEER.
   a. ALL DOCUMENTS SUBMITTED FOR REVIEW SHALL HAVE THE SPECIFIC MATERIAL, PART, SIZE, ETC. HIGHLIGHTED IN SOME FASHION. EXAMPLE: A FITTING CUT SHEET HAS MULTIPLE PRESSURE RATING FOR DIFFERENT SIZE BENDS. HIGHLIGHT THE PRESSURE CLASS & SIZE TO BE USED ON PROJECT. ALL SUBMITTALS NOT PROPERLY IDENTIFYING THE SPECIFIC MATERIAL BEING USED WILL BE REJECTED.
   b. CONTRACTOR SHALL SUBMIT A PDF COPY AND AN EXPLANATION AS TO HOW THE SUBSTITUTION MEETS THE PROPOSED DESIGN (PRODUCT SPECIFICATION SHEETS WITHOUT EXPLANATION WILL NOT BE ACCEPTED) TO THE OWNER'S REPRESENTATIVE OR ENGINEER FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL NOT PROCEED UNTIL THE OWNER'S APPROVAL IS GIVEN. IN PROJECT SCHEDULING CONTRACTOR SHALL ACCOUNT FOR 5 WORKING DAYS FOR SUBMITTAL REVIEW. IN THE EVENT SUCH SUBSTITUTION IS APPROVED, THE OWNER WILL REQUIRE FROM THE CONTRACTOR A CREDITED DEDUCTION FROM THE CONTRACT AMOUNT EQUAL TO ANY SAVINGS IN MATERIAL COST RESULTING FROM USE OF THE PROPOSED SUBSTITUTE.
6. THE CONTRACTOR SHALL ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR THE QUALITY OF WORK. IF CHANGES OR ADJUSTMENTS ARE RECOMMENDED BY THE CONTRACTOR, THEY MAY BE MADE ONLY UPON WRITTEN APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
   a. ALL WORK SHALL BE DONE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE OWNER OR THEIR REPRESENTATIVE SHALL DECIDE ALL QUESTIONS WHICH SHALL ARISE AS TO THE QUALITY AND ACCEPTABILITY OF MATERIALS FURNISHED, WORK PERFORMED, AND WORKMANSHIP. INTERPRETATION OF THE PLANS AND SPECIFICATIONS BY THE OWNER OR THEIR REPRESENTATIVE SHALL DETERMINE THE AMOUNT OF WORK PERFORMED AND MATERIALS FURNISHED.
   b. FAILURE OR NEGLIGENCE ON THE PART OF THE OWNER OR THEIR REPRESENTATIVE TO CONDEMN OR REJECT SUBSTANDARD OR INFERIOR WORK OR MATERIALS SHALL NOT BE CONSTRUED TO IMPLY AN ACCEPTANCE OF SUCH WORK OR MATERIALS. IT IT BECOMES EVIDENT AT ANY TIME PRIOR TO THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER. NEITHER SHALL IT BE CONSTRUED AS BARRING THE OWNER, AT ANY SUBSEQUENT TIME, FROM THE RECOVERY OF DAMAGES OR OF SUCH A SUM OF MONEY AS MAY BE NEEDED TO BUILD ANEW ALL PORTIONS OF THE SUBSTANDARD OR INFERIOR WORK OR REPLACEMENT OF IMPROPER MATERIALS WHEREVER FOUND.
   c. INSPECTORS EMPLOYED BY THE OWNER SHALL BE AUTHORIZED TO INSPECT ALL WORK DONE AND ALL MATERIAL FURNISHED. SUCH INSPECTION MAY EXTEND TO ALL OR ANY PART OF THE WORK AND TO THE PREPARATION, FABRICATION OR MANUFACTURE OF THE MATERIALS TO BE USED. THE INSPECTOR IS NOT AUTHORIZED TO REVOKE, ALTER OR WAIVE ANY REQUIREMENTS OF THE SPECIFICATIONS, NOR IS HE AUTHORIZED TO APPROVE OR ACCEPT ANY PORTION OF THE COMPLETED PROJECT. HE SHALL CALL THE ATTENTION OF THE CONTRACTOR TO ANY FAILURE OF THE WORK OR MATERIALS TO CONFORM TO THE SPECIFICATIONS AND CONTRACT, AND SHALL HAVE THE AUTHORITY TO REJECT MATERIALS. ANY DISPUTE BETWEEN THE INSPECTOR AND CONTRACTOR SHALL BE REFERRED TO THE OWNER OR THEIR REPRESENTATIVE. ANY ADVICE WHICH THE INSPECTOR MAY GIVE THE CONTRACTOR SHALL IN NO WAY BE CONSTRUED AS BINDING THE ENGINEER IN ANY WAY OR RELEASING THE CONTRACTOR FROM FULFILLING ANY OF THE TERMS OF THE CONTRACT.
   d. ALL MATERIALS AND EACH PART OF DETAIL OF THE WORK SHALL BE SUBJECT AT ALL TIMES TO INSPECTION BY THE OWNER OR HIS AUTHORIZED REPRESENTATIVE OR THE AUTHORITY HAVING JURISDICTION AND THE CONTRACTOR SHALL GIVE THE PROPER AND TRUE INTENT OF THE SPECIFICATIONS IN REGARD TO QUALITY OF MATERIALS, WORKMANSHIP, AND THE DILIGENT EXECUTION OF THE CONTRACT. SUCH INSPECTION MAY INCLUDE MILL, PLANT OR SHOP INSPECTION, AND ANY MATERIAL FURNISHED UNDER THESE SPECIFICATIONS IS SUBJECT TO SUCH INSPECTION. THE OWNER OR HIS REPRESENTATIVES SHALL BE ALLOWED ACCESS TO ALL PART OF THE WORK, AND SHALL BE FURNISHED WITH SUCH INFORMATION AND ASSISTANCE BY THE CONTRACTOR AS IS DETERMINED BY THE OWNER OR HIS REPRESENTATIVE, TO MAKE A COMPLETE AND DETAILED INSPECTION.
   e. ALL WORKMANSHIP SHALL CONFORM TO THE BEST STANDARD PRACTICE. UNLESS OTHERWISE SPECIFIED, THE SPECIFICATIONS OR RECOGNIZED ASSOCIATION OF MANUFACTURERS AND CONTRACTORS ON INDUSTRIAL MANUFACTURERS SHALL BE USED AS GUIDES FOR THE STANDARDS OF WORKMANSHIP.
   f. ALL EXPOSED ITEMS OF WORK SHALL PRESENT A NEAT WORKMANLIKE APPEARANCE AND SHALL BE AS TRUE TO SHAPE AND ALIGNMENT AS POSSIBLE TO OBTAIN WITH MEASURING OR LEVELING INSTRUMENTS GENERALLY USED IN THE RESPECTIVE TYPES OF WORK. ITEMS OF WORK SHALL BE SOUND AND FULLY PROTECTED AGAINST DAMAGE AND PREMATURE DETERIORATION. IT IS SPECIFICALLY UNDERSTOOD THAT IN ALL QUESTIONS OF QUALITY AND ACCEPTABILITY OF WORKMANSHIP, THE CONTRACTOR AGREES TO ABIDE BY THE DECISION OF THE OWNER OR THEIR REPRESENTATIVE.
   g. ALL MATERIALS AND WORKMANSHIP NOT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL BE CONSIDERED AS DEFECTIVE, AND ALL SUCH MATERIALS, WHETHER IN-PLACE OR NOT, SHALL BE REJECTED AND SHALL BE REMOVED FROM THE WORK BY THE CONTRACTOR AT HIS EXPENSE. UPON FAILURE ON THE PART OF THE CONTRACTOR TO COMPLY WITH ANY ORDER OF THE OWNER RELATIVE TO THE PROVISIONS OF THIS ARTICLE, THE OWNER SHALL HAVE THE AUTHORITY TO REMOVE AND REPLACE SUCH DEFECTIVE MATERIAL AND TO DEDUCT THE COST OF REMOVAL AND REPLACEMENT FROM ANY MONIES DUE OR WHICH MAY BECOME DUE THE CONTRACTOR.
   h. THE CONTRACTOR SHALL KEEP A LEGIBLE COPY OF THE PLANS, SPECIFICATIONS, AND ALL PERMITS AT THE SITE OF THE WORK AT ALL TIMES.
   i. AT THE COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL PROVIDE THE OWNER OR THEIR REPRESENTATIVE WITH A MARKED-UP SET OF DRAWINGS SHOWING ALL CHANGES OR VARIATIONS FROM THE ORIGINAL DRAWINGS. THESE CHANGES SHALL BE MADE ON A SET OF FIELD DRAWINGS AS THE WORK TAKES PLACE, NOT AFTER THE WORK IS COMPLETE. THIS SET OF DRAWINGS SHOULD BE KEPT CLEAN IN A LOCATION AT THE SITE WHERE THE OWNER OR THEIR REPRESENTATIVE MAY EXAMINE THEM.
   j. THE MARKED-UP DRAWINGS SHALL BE ACCURATE. ARBITRARY MARKINGS ARE OF NO VALUE. CAREFUL MEASUREMENTS SHALL BE MADE TO LOCATE UNDERGROUND EXTERIOR AND UNDERGROUND INTERIOR SEWERS, GAS LINES, WATER LINES, ELECTRICAL CONDUIT AND MISCELLANEOUS PIPING.
7. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, TRAFFIC CONTROL PLANS AND PERMITTING FOR ALL WORK TO BE COMPLETED ONSITE OR IN THE PUBLIC RIGHT-OF WAY.

01 70 00 - EXECUTION & CLOSEOUT REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE WITH THIS PLAN.
2. EXISTING UTILITY INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, BASED ON BEST AVAILABLE PUBLIC RECORDS, AS-BUILT DRAWINGS, AND FIELD OBSERVATIONS. NO RESPONSIBILITY IS ASSUMED BY THE OWNER OR ENGINEER FOR ACCURACY OR COMPLETENESS. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND NATURE OF EXISTING UTILITIES, AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
3. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, ELEVATIONS, AND SIZES OF EXISTING UTILITIES AND SHALL CHECK ALL PROPOSED UTILITY CONNECTIONS AND CROSSINGS PRIOR TO PROCEEDING WITH ANY WORK. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER SO REDESIGN MAY OCCUR IF NEEDED. COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND SUBSEQUENT RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF THE BENCHMARKS AND HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES, AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH ANY WORK.
6. SURVEY BENCHMARKS AND CONTROL POINTS SHALL BE MAINTAINED AND PROTECTED FROM DISTURBANCE.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED AT ALL TIMES. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR. THE COST OF RESTORATION IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED.
9. PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SITE SHALL BE LIMITED TO THE CONSTRUCTION ENTRANCE.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES, SHALL BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED, AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
11. REQUESTS FOR CLARIFICATION WILL BE INTERPRETED BY THE OWNER/ENGINEER PRIOR TO AWARD OF CONTRACT, AND WHEN NECESSARY, OFFICIAL WRITTEN RESPONSES WILL BE ISSUED. OFFICIAL WRITTEN RESPONSES SHALL BE BINDING TO THE WORK. IN NO WAY SHALL VERBAL DIALOGUE CONSTITUTE OFFICIAL RESPONSE.
12. SHOULD ANY DISCREPANCIES BE DISCOVERED BY THE CONTRACTOR AFTER AWARD OF CONTRACT, NOTIFY OWNER/ENGINEER IN WRITING IMMEDIATELY. CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES SHALL NOT COMMENCE OR CONTINUE UNTIL AN OFFICIAL WRITTEN RESPONSE IS ISSUED.
13. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE. THIS GUARANTEE SHALL INCLUDE ALL DEFECTS IN MATERIALS AND WORKMANSHIP.
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

DIVISION 31 - EARTHWORK

31 10 00 - SITE CLEARING & DEMOLITION

1. WORK SHALL CONSIST OF DEMOLITION, ABANDONMENT, AND REMOVAL OF EXISTING FOUNDATIONS, WALLS, SLABS, FENCES, PIPING, PAVEMENTS, AND OTHER MANMADE ITEMS INTERFERING WITH NEW CONSTRUCTION. WORK SHALL ALSO CONSIST OF CLEARING AND GRUBBING OF TREES, SHRUBS, VEGETATION, ROOTS, STUMPS, RUBBISH, AND OTHER PERISHABLE MATTER INTERFERING WITH NEW CONSTRUCTION.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. CALL 811 TO NOTIFY UTILITY PROVIDERS AND REQUEST FIELD LOCATION OF EXISTING UTILITIES WITHIN PROJECT LIMITS PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES.
4. INSTALL PERIMETER FENCING AS INDICATED PRIOR TO COMMENCING ANY CONSTRUCTION RELATED ACTIVITY.
5. CLEARLY IDENTIFY ALL VEGETATION TO BE PRESERVED AND/OR RELOCATED PRIOR TO CLEARING AND GRUBBING.
6. PROTECT EXISTING IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. ANY DAMAGED IMPROVEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION, OR AS OTHERWISE ACCEPTABLE TO THE OWNER.
7. REMOVE EXISTING ABOVE-GRADE AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
8. SAWCUT ALL PAVEMENT TO BE REMOVED IN STRAIGHT LINES TO FULL DEPTH.
9. DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS. BREAK UP CONCRETE SLABS THAT ARE 2 FEET OR MORE BELOW PROPOSED SUBGRADE TO PERMIT DRAINAGE.
10. DISCONNECT AND SEAL/CAP EXISTING UTILITIES TO BE REMOVED, RELOCATED, OR ABANDONED IN ACCORDANCE WITH REQUIREMENTS OF UTILITY PROVIDERS.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING OWNERSHIP OF AND COORDINATING NECESSARY REMOVAL AND/OR RELOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
12. DO NOT INTERRUPT UTILITY SERVICE TO EXISTING FACILITIES UNLESS PERMITTED BY THE OWNER.
13. VOIDS LEFT BY REMOVALS SHALL BE LEVELED TO PREVENT PONDING OF WATER.
14. REMOVE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS, TRASH, AND DEBRIS FROM THE PROJECT SITE. RUBBISH, TRASH, GARBAGE, AND LITTER SHALL BE PLACED IN SEALED CONTAINERS THROUGHOUT CONSTRUCTION.

31 20 00 - EARTH MOVING

1. WORK SHALL CONSIST OF STRIPPING AND STORAGE OF TOPSOIL, EXCAVATION, EMBANKMENT, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE LAND BALANCE, COMPACTION, FINISH GRADING, SUBGRADE PREPARATION, AND REPLACEMENT OF TOPSOIL.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND SUBSEQUENT RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION BASED ON FIELD CONDITIONS, AND THESE REQUIREMENTS. THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL GOVERN.
4. EXCAVATE TO SUBGRADE REGARDLESS OF THE CHARACTER OF SURFACE AND SUBSURFACE CONDITIONS ENCOUNTERED. EXCAVATED MATERIAL MAY INCLUDE ROCK AND UNCLASSIFIED OBSTRUCTIONS, WHICH IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE WORK.
5. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE COMPLETELY REMOVED FROM WITHIN AND A MINIMUM OF 10 FEET BEYOND BUILDING PAVED AREAS. ANY RESULTANT EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL.
6. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE REMOVED TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE WITHIN GREENSPACE AND PAVEMENT AREAS. ANY RELATED EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL MATERIAL.
7. AREAS SHALL BE GRADED TO WITHIN 1 INCH, MORE OR LESS, OF PROPOSED SUBGRADE. DEVIATIONS SHALL NOT BE CONSISTENT IN ONE DIRECTION.
8. DISKING, HARROWING, AND AERATION TECHNIQUES SHALL BE USED TO DRY SUBGRADE PRIOR TO PROOF ROLLING.
9. IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER, PROOF ROLL SUBGRADE BELOW BUILDING PAD AND PAVEMENT AREAS DURING DRY WEATHER WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK WHERE COHESIVE SOILS ARE PREDOMINANT, AND WITH A SMOOTH DRUMMED VIBRATORY ROLLER WHERE GRANULAR SOILS ARE PREDOMINANT. SUBGRADE IS OBSERVED TO NOT OR DEFLECT EXCESSIVELY SHALL BE UNDERCUT IN ACCORDANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER. DO NOT PROOF ROLL WET OR SATURATED SUBGRADE.
10. THE CONTRACTOR SHALL MAINTAIN POSITIVE SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING. SURFACE WATER AND GROUNDWATER SHALL BE PREVENTED FROM ENTERING EXCAVATIONS, PONDING ON PREPARED SUBGRADES, AND FLOODING PROJECT SITE AND/OR SURROUNDING AREAS.
11. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ALL EARTHWORK COMPUTATIONS AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
12. TOPSOIL REPLACEMENT DEPTH SHALL BE AS CALLED OUT ON THE CIVIL OR LANDSCAPE PLANS, OR A MINIMUM OF SIX INCHES IF NOT CALLED OUT ON LANDSCAPE PLANS.
13. TOPSOIL IN PARKING LANDS: ALL PARKING LOT ISLANDS TO BE BACKFILLED WITH TOPSOIL TO A MINIMUM DEPTH OF 18" BY GRADING CONTRACTOR TO INSURE LONG TERM PLANT HEALTH. CROWN ALL PLANTING ISLANDS A MINIMUM OF 6" TO PROVIDE PROPER DRAINAGE, UNLESS OTHERWISE NOTED.

31 25 00 - EROSION & SEDIMENTATION CONTROLS

1. WORK SHALL CONSIST OF INSTALLATION OF TEMPORARY AND PERMANENT PRACTICES FOR SEDIMENTATION CONTROL, EROSION CONTROL, SLOPE PROTECTION, AND REMOVAL OF PRACTICES UPON FINAL SITE STABILIZATION.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. INSTALLATION AND MAINTENANCE OF PRACTICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE WDNR TECHNICAL STANDARD, OR THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK IF A TECHNICAL STANDARD IS NOT AVAILABLE.
4. ALL PRACTICES SHALL BE INSTALLED PRIOR TO COMMENCING ANY LAND DISTURBING CONSTRUCTION RELATED ACTIVITY. EARTHWORK ASSOCIATED WITH INSTALLATION OF PRACTICES MAY OCCUR CONCURRENTLY.
5. ALL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT AND WARRANTY PERIOD IN CONFORMANCE WITH PERMIT REQUIREMENTS.
6. ALL PRACTICES SHALL BE ROUTINELY INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. THE CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND CONDUCT REPAIRS AS NEEDED.
7. ALL DISTURBED AREAS SHALL FOLLOW BEST MANAGEMENT PRACTICE AT ALL TIMES DURING CONSTRUCTION UNTIL FINAL STABILIZATION IS ACHIEVED. DEPENDING UPON HOW THE CONTRACTOR GRADES THE SITE, IT MAY BE NECESSARY TO INSTALL ADDITIONAL CONTROL PRACTICES IN VARIOUS LOCATIONS THROUGHOUT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL CONTROL PRACTICES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
8. ALL DISTURBED GROUND LEFT INACTIVE FOR 7 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED MIXTURE AND MULCH. THE TEMPORARY SEED MIXTURE SHALL BE IN ACCORDANCE WITH SECTION 630 OF WISDOT STANDARD SPECIFICATIONS. WINTER WHEAT OR RYE SHALL BE USED FOR TEMPORARY SEED AFTER SEPTEMBER 1.
9. DISTURBED AREAS THAT CAN NOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION DUE TO TEMPERATURE OR TIMING OF CONSTRUCTION SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM).
10. ALL ACTIVITIES ON THE PROJECT SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.
11. DUST GENERATED BY CONSTRUCTION RELATED ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING, OR OTHER APPROPRIATE MEASURES.
12. THE CONTRACTOR SHALL BE PREPARED FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTER BAGS ONSITE. ALL WATER FROM CONSTRUCTION DEWATERING SHALL BE TREATED PRIOR TO DISCHARGE FROM THE PROJECT SITE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT SITE AND PUBLIC ROADS DURING CONSTRUCTION. PUBLIC ROADS SHALL BE KEPT FREE OF SEDIMENT TRACKED FROM AREAS UNDER CONSTRUCTION BY DAILY SWEEPING OR OTHER APPROPRIATE MEASURES.
14. FINAL STABILIZATION OF LANDSCAPED AREAS SHALL BE IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN.
15. ALL SEEDED AREAS SHALL BE FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN TO MAINTAIN A VIGOROUS DENSE VEGETATIVE COVER.

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 00 - ASPHALT PAVING

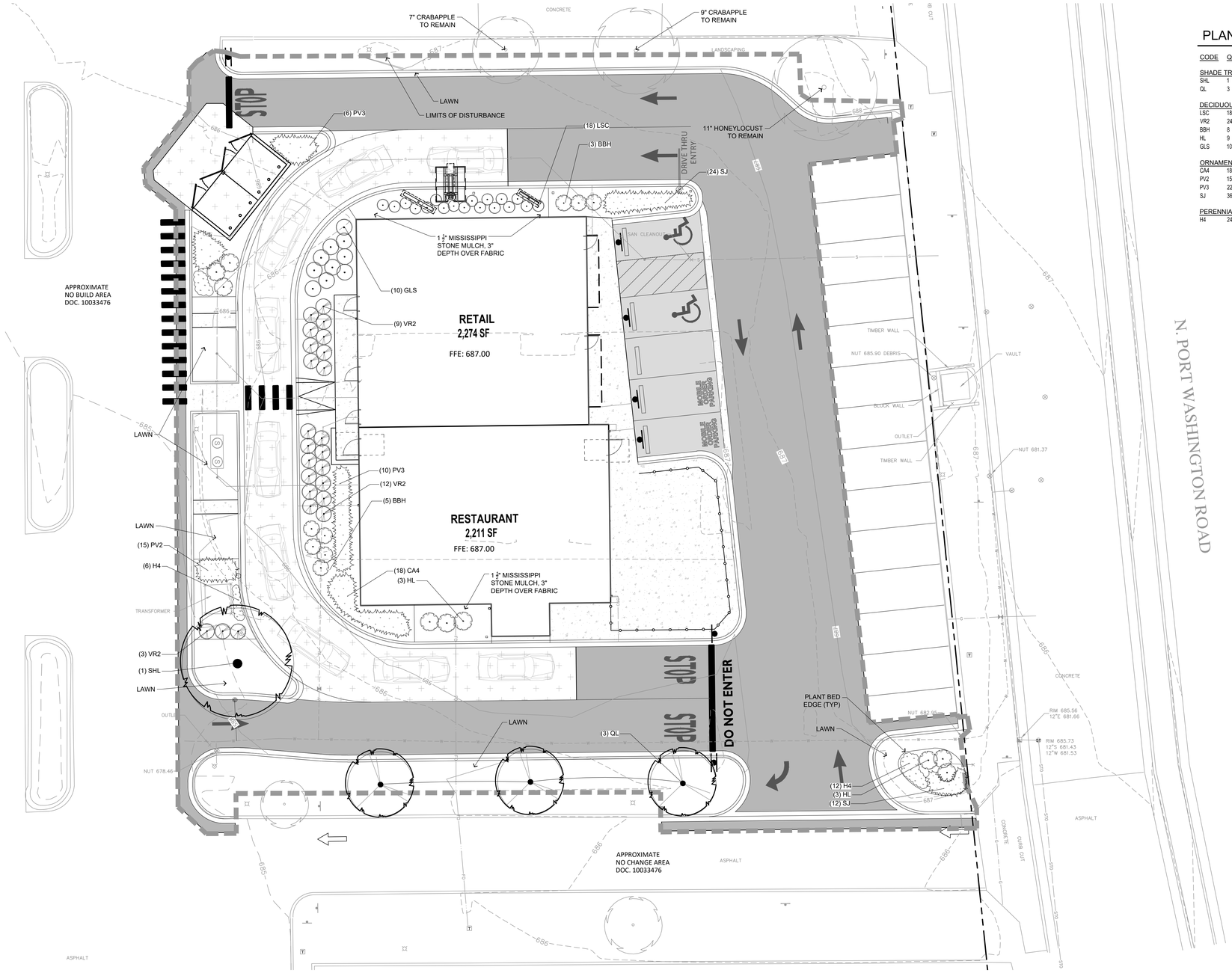
1. WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT OF CRUSHED STONE BASE, INSTALLATION OF HOT-MIX ASPHALT, PAVEMENT MARKING, SIGNAGE, AND CLEANUP.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. ASPHALT PAVEMENT MIX DESIGNS SUBMITTED FOR REVIEW SHALL BE FORMATTED USING WISDOT MIX DESIGN STANDARD DATA INPUT FORM/REPORT 249.
4. CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS.
5. ASPHALTIC MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 455 OF WISDOT STANDARD SPECIFICATIONS.
6. AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 460 OF WISDOT STANDARD SPECIFICATIONS.
7. DO NOT CONDUCT ASPHALT PAVING IF ANY OF THE FOLLOWING CONDITIONS EXIST: CRUSHED STONE BASE IS WET OR EXCESSIVELY DAMP; TEMPERATURE IS BELOW 30 DEGREES FAHRENHEIT AT TIME OF BINDER COURSE INSTALLATION; TEMPERATURE HAS BEEN BELOW 35 DEGREES FAHRENHEIT WITHIN 12 HOURS PRIOR TO TACK COAT APPLICATION; TEMPERATURE IS BELOW 40 DEGREES FAHRENHEIT AT TIME OF SURFACE COURSE INSTALLATION.
8. COMPACT ASPHALT IN ACCORDANCE WITH SECTION 450 OF WISDOT STANDARD SPECIFICATIONS. COMPACT ASPHALT TO PRODUCE THE THICKNESS INDICATED WITHIN PLUS/MINUS 1/4-INCH FOR BINDER COURSE, AND WITHIN PLUS 1/4-INCH FOR SURFACE COURSE (NO MINUS).
9. APPLY TACK COAT BETWEEN ASPHALT COURSES AT A MINIMUM RATE OF 0.25 GAL/SY.
10. NO TRAFFIC SHALL BE ALLOWED ON ASPHALT AFTER FINAL ROLLING UNTIL IT HAS COOLED AND HARDENED.
11. FINAL ASPHALT SURFACE SHALL BE WITHIN A 1/8-INCH TOLERANCE AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED LONGITUDINALLY OR TRANSVERSELY. REMOVE AND REPLACE ALL RAISED AND DEPRESSED AREAS EXCEEDING TOLERANCE.
12. A SLOPE NO GREATER THAN 2% IN ALL DIRECTIONS AT ADA PARKING STALLS AND ADJACENT UNLOADING AREAS IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
13. A SLOPE NO GREATER THAN 5% ALONG THE LENGTH OF THE ACCESSIBLE ROUTE IS REQUIRED. A SLOPE NO GREATER THAN 2% ACROSS THE WIDTH OF THE ACCESSIBLE ROUTE IS REQUIRED. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.

32 13 00 - CONCRETE PAVING

1. WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT OF CRUSHED STONE BASE, INSTALLATION OF CONCRETE, AND CLEANUP.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WISDOT STANDARD SPECIFICATIONS.
4. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH WISDOT STANDARD SPECIFICATIONS:
   a. SECTION 405- COLORED AND STAMPED CONCRETE PAVING
   b. SECTION 415- CONCRETE PAVEMENT
   c. SECTION 416- CONCRETE PAVEMENT REPAIR
   d. SECTION 601- CONCRETE CURBING
   e. SECTION 602- CONCRETE SIDEWALK AND PATIO PAVING
5. CONCRETE SHALL BE GRADE A AIR-ENTRAINED IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
6. AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS.
7. WATER SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM C94 / C94M.
8. AIR-ENTRAINING SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND ASTM C260.

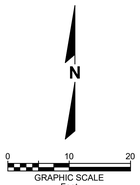
DIVISION 32 - EXTERIOR IMPROVEMENTS

9. RETARDING, WATER-REDUCING, AND NON-CHLORIDE ACCELERATING ADMIXTURES SHALL BE IN ACCORDANCE WITH SECTION 501 OF WISDOT STANDARD SPECIFICATIONS AND AASHTO M194.
10. LIQUID CURING COMPOUND SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS AND AASHTO M 148.
11. CONCRETE FORMS SHALL REMAIN IN PLACE AT LEAST 24 HOURS AFTER CONCRETE INSTALLATION AND SHALL BE CLEANED AFTER EACH USE. CONCRETE FORMS SHALL BE COATED WITH RELEASE AGENT TO ALLOW SEPARATION WITHOUT DAMAGE TO CONCRETE.
12. CONSTRUCTION AND CONTRACTION JOINTS SHALL BE IN ACCORDANCE WITH SECTION 415 OF WISDOT STANDARD SPECIFICATIONS. JOINT PATTERN SHALL FOLLOW ARCHITECTURAL PLANS IF AVAILABLE.
13. ISOLATION JOINTS SHALL CONSIST OF PREFORMED JOINT FILLER STRIPS ABUTTING CURBING, INLETS, CATCH BASINS, MANHOLES, STRUCTURES, AND OTHER FIXED OBJECTS.
14. EDGES OF CONCRETE PAVEMENT, CURBING, SIDEWAL



PLANT SCHEDULE SITE

CODE	QTY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	ROOT	SPACING	MATURE SIZE
SHADE TREES							
SHL	1	Shademaster Locust	Gleditsia triacanthos inermis `Shademaster`	2 1/2" CAL	B&B	Spacing as shown	50' x 35'
QL	3	Regal Prince® Oak	Quercus robur x bicolor 'Long'	2 1/2" CAL	CONT	Spacing as shown	45' x 18'
DECIDUOUS SHRUBS							
LSC	18	Low Scape® Mound Chokeberry	Aronia melanocarpa "UCONNAM165'	15" HT	CONT	Spacing as shown	1.5' x 2.5'
VR2	24	Kodiak® Black Honeysuckle	Diervilla rivularis 'SMNDRSF'	18" HT	CONT	Spacing as shown	3' x 4'
BBH	8	BoBo® Hydrangea	Hydrangea paniculata 'ILVOBO''	18" HT	CONT	Spacing as shown	3' x 3.5'
HL	9	Little Quick Fire® Hydrangea	Hydrangea paniculata 'SMHPLQF'	18" HT	CONT	Spacing as shown	4' x 4'
GLS	10	Gro-Low Fragrant Sumac	Rhus aromatica `Gro-Low'	18" SPD	CONT	Spacing as shown	2.5' x 6'
ORNAMENTAL GRASSES							
CA4	18	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora `Karl Foerster'	1 GAL	CONT	24" Spacing	5' x 2'
PV2	15	Cheyenne Sky Switch Grass	Panicum virgatum `Cheyenne Sky`	1 GAL	CONT	18" Spacing	2.5' x 1.5'
PV3	22	Heavy Metal Switch Grass	Panicum virgatum `Heavy Metal'	2 GAL	CONT	30" Spacing	5' x 2.5'
SJ	36	Jazz Little Bluestem	Schizachyrium scoparium 'Jazz'	1 GAL	CONT	18" Spacing	2' x 1.5'
PERENNIALS							
H4	24	Happy Returns Daylily	Hemerocallis x `Happy Returns`	1 GAL	POT	18" Spacing	1.5' x 1.5'

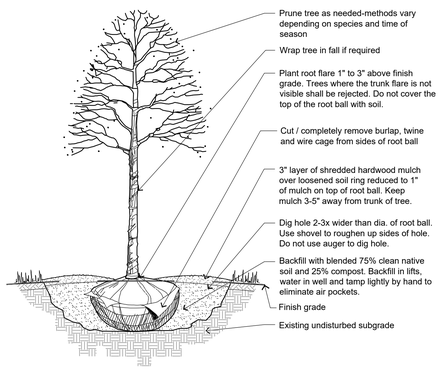


GENERAL LANDSCAPE NOTES

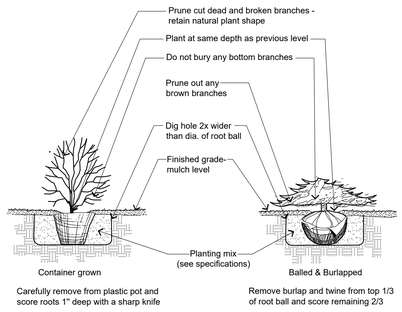
1. Contractor responsible for contacting public and private underground utility locating service to have site marked prior to any digging or earthwork.
2. Contractor to verify all plant quantities shown on plant list and verify with plan. Report any discrepancies immediately to general contractor.
3. All plantings shall comply with standards as described in American Standard of Nursery Stock - ANSI Z60.1 (latest version). General contractor or owner's representative reserves the right to inspect and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged.
4. Any potential plant substitutions must be submitted in writing to the general contractor and approved by the owner's representative or landscape architect prior to installation. All plants must be installed as per sizes and quantities shown on plant material schedule, unless approved by the owner's representative or landscape architect. Any potential changes to sizes shown on plan and appropriate cost credits / adjustments must be submitted in writing to the general contractor and approved by the owner's representative or landscape architect prior to installation.
5. The subsequent requirements regarding topsoil should be coordinated between the general contractor, grading contractor and landscape contractor.
6. Subgrade areas shall be graded to within 1", more or less, of proposed subgrade. Deviations shall not be consistent in one direction.
7. Topsoil shall be placed to meet proposed finished grade. Planting islands to be backfilled with clean topsoil free of debris (per note below) to a minimum depth of 18" by general / grading contractor to insure long term plant health. All other landscaped areas to receive a minimum depth of 6" of clean topsoil (per note below).
8. Topsoil shall be: screened existing stockpiled topsoil, existing in-place soil, or screened soil from an off-site source that will support plant growth, and meets the following requirements. Clean topsoil shall be free of rocks, coarse fragments, gravel, sticks, trash, roots, debris over 3/4" and any substances harmful to plant growth. It also must be free of plants or plant parts of any noxious weeds. Topsoil shall contain 3 to 5 percent decomposed organic matter and a pH between 5.5 and 7.0.
9. Planting beds and parking lot islands: Landscape contractor is responsible for ensuring that unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) has been removed from the topsoil and for the fine grading of all landscaped areas. The fine grading of planting beds and parking lot islands may require additional topsoil to bring to finish grade, allowing for mulch depth. Crown all planting islands and planting beds not adjacent to buildings, a minimum of 6" to provide proper drainage, unless otherwise specified. All other finished landscaped areas to be smooth, uniform and provide positive drainage away from structures and pavement.
10. Seeded areas: to receive a settled minimum depth of 6" of blended, prepared and non-compacted topsoil. Landscape contractor is responsible for excavation and removal of unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) to the specified depth, supplementing with additional topsoil (if necessary) and the fine grading of all seeded areas.
11. Tree planting (see planting detail): plant all trees slightly higher than finished grade at root flare. Remove excess soil from top of root ball, if needed. An auger is not an acceptable method of digging tree planting holes. Scarify side walls of tree pit prior to installation. Once tree has been placed into the hole, is at the correct depth and vertical alignment and will no longer be moved; brace root ball by tamping soil around the lower portion of the root ball. Remove and discard twine / rope, burlap and support wire from the sides of root ball. Backfill pit with 75% existing soil removed from excavation and 25% compost blended prior to backfilling holes, in six-inch lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. Do not over compact or use mechanical or pneumatic tamping equipment. Discard any gravel, heavy clay or stones. When hole has been backfilled to three-quarters of its depth, pour water around the root ball and allow to soak into soil to settle the soil. Continue backfilling until soil is brought to grade level.

    Provide a 3" deep, 4 ft. diameter shredded hardwood bark mulch ring around all trees in lawn areas, reduced to 1" deep on top of root ball. Keep mulch 3"- 5" away from trunk of tree. Trees that are installed incorrectly will be replaced at the time and expense of the landscape contractor. Trees too large for two people to lift in and out of holes, shall be placed with sling. Do not rock the trees in holes to raise them.
12. Shrub planting (see planting detail): all shrubs to be pocket planted with a mix of 75% existing soil removed from excavation and 25% compost, blended prior to backfilling holes. When hole is two-thirds full, shrubs shall be watered thoroughly and water left to soak in before proceeding.
13. Mulching: all tree and shrub planting beds to receive a 3" deep layer of high-quality shredded hardwood bark mulch, except where stone mulch is indicated (not enviromulch or wood chips). Mulch shall be uniform in size, color, quality and overall appearance. Mulch shall be free of debris, large wood chunks, soil, rocks, weeds, invasive plant parts or seeds and any other material injurious to plant growth. All perennial and ornamental grass planting areas to receive a 2" layer and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
14. Edging: edge all planting beds with a 4" deep spaded edge (shovel cut or mechanical). Bedlines are to be cut crisp, as per plan. A clean definition between lawn area and plant bed is required.
15. Plant bed preparation: the soil in all perennial, ornamental grass, annual and groundcover areas shall be amended with compost prior to plant installation. Spread a 2" layer of compost (per note below) on top of clean topsoil and rototill to a depth of approximately 8".
16. Compost shall be stable, and weed-free organic matter. It shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth. The compost shall contain no pathogens or other chemical contaminants and meet the requirements of WisDNR S100 Compost Specification.
17. Lawn installation for all seeded turfgrass areas: remove / kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil and seed bed by removing all surface stones 1" or larger and grading lawn areas to finish grade. Apply a starter fertilizer and specified seed, ensure good seed to soil contact, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer mix information to general contractor prior to installation. Erosion control measures are to be used in swales and on steep grades, where applicable. Methods of installation may vary at the discretion of the landscape contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind damage. Marsh hay containing reed canary grass is not acceptable as a mulch covering.

    An acceptable quality turf is defined as having no more than 5% of the total area with bare spots larger than 1/2 square foot and uniform coverage throughout all turf areas.
18. Seed mix for lawn areas - use only a premium quality seed mix. Premium blend seed mix (or equivalent): 50% blended bluegrass, 25% creeping red fescue, 25% perennial rye applied at 5 lbs per 1,000 SF or at recommended rates from supplier. Provide seed specifications to general contractor prior to installation.
19. Lawn installation for all sodded turfgrass areas: remove / kill off any existing unwanted vegetation prior to sodding. Prepare the topsoil and sod bed by removing all surface stones 1" or larger and grading lawn areas to finish grade, allowing for thickness of sod. Use only premium sod blend according to TPI (revised 1995) and ASPA standards. Install sod uniformly with staggered joints, laid tightly end to end and side to side. Roll sod with a walk behind roller and water immediately upon installation to a 3" depth. Stake any sod installed on steep slopes or in swales, etc. Landscape contractor is responsible to provide a smooth, uniform, healthy turf. Landscape contractor shall repair and re-sod any eroded, sunken or bare spots (larger than ½ square foot) until acceptance by owner.
20. The landscape contractor is responsible for the watering and maintenance of all landscape areas at time of planting and throughout construction until the substantial completion of the installation and acceptance by the owner. This includes all trees, shrubs, evergreens, perennials, ornamental grasses, and seeded turf grass areas. Maintenance includes mowing, weeding, watering, mulching, edging, pruning, deadheading, raking leaves / debris, sweeping up grass clippings, fertilizing and maintaining turf areas (including applying pre and post emergent herbicides), and any other needs that are required to keep the landscape healthy and well maintained.
21. Substantial Completion of Landscape: after the landscape has been installed, the landscape contractor is responsible to conduct a final review with the owner's representative and the general contractor to ensure that all plans and specifications have been met. After this review, the landscape will be considered to be installed in substantial completion unless otherwise noted by the owner's representative and/or general contractor. Any items missing or incomplete, shall be corrected within 30 days. The landscape contractor shall provide written watering and maintenance instructions for the new plantings and lawn to the owner.
22. Warranty and replacements: All plants (trees, evergreens, shrubs, perennials, ornamental grasses and groundcovers) shall be warranted by the landscape contractor to be in healthy and flourishing condition for a period of one year from the date of substantial completion. This assumes the owner performs required maintenance (i.e. regular watering) after substantial completion of the landscape. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Replacements shall be plants of the same variety specified on the plan and closely match adjacent specimens in size. The landscape contractor is responsible for keeping a documented record of which plants have been replaced during the warranty period.
23. The landscape contractor shall provide a design / build irrigation construction plan to the owner and municipality (if required) that complies with State and local code requirements for review and approval prior to construction. Irrigation plan to be coordinated with general contractor.
    - The Irrigation designer shall be certified by The Irrigation Association as a Commercial Irrigation Designer and have at least 5 years' experience designing irrigation systems of similar size and scope.
    - The Irrigation system shall be metered to meet the requirements of the State and local codes; be fully automatic utilizing a weather-based controller with rain/moisture sensors; zoned to water the turf with minimum over throw on hardscapes, buildings and other structures; coverage of all plant / turf areas with head-to-head watering and be operational from a domestic water source provided by the owner.
    - Turf areas shall be irrigated with pop-up rotary heads and all shrub / perennial beds shall be irrigated with a drip system.
    - Contractor may use the following approved manufacturers Hunter, Rainbird or Toro. Provide first year winterization and following spring startup.
    - Landscape contractor shall provide a complete set of "As-Built" plans of the installed irrigation system to the owner in a reproducible format.



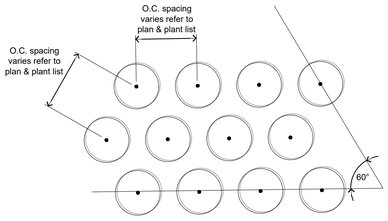
1 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



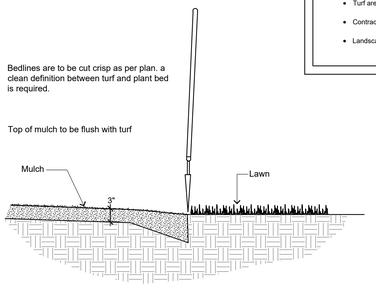
Carefully remove from plastic pot and score roots 1" deep with a sharp knife

Remove burlap and twine from top 1/3 of root ball and score remaining 2/3

2 SHRUB PLANTING DETAIL
NOT TO SCALE



3 PLANTING LAYOUT
NOT TO SCALE
P-PL-PLO-01



4 SHOVEL CUT PLANT BED EDGING DETAIL
NOT TO SCALE
P-PL-BDEG-01

Know what's **below.** **Call** before you dig.

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PROJECT NUMBER 3260076

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RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
SITE LANDSCAPE PLAN

REVISIONS:

SCALE	1" = 10'
PROJECT NUMBER	2603-005
SET TYPE	DRAWING SET
DATE ISSUED	06/15/2026
SHEET NUMBER	**L100**

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RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING

8739 N PORT WASHINGTON
FOX POINT, WI 53217

PLAN COMMISSION

07/06/2026

DBA PROJECT # 2603-005

OWNER:
MIDLAND MANAGEMENT LLC
555 W. BROWN DEER ROAD, SUITE 220
MILWAUKEE, WI 53127

ARCHITECT:
DAN BEYER ARCHITECTS

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CIVIL ENGINEER AND LANDSCAPE ARCHITECT:
RASMITH

CONTACT: CHRISTOPHER WHITE
16745 W. BLUEMOUND ROAD
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SITE LIGHTING:
KORNACKI AND ASSOCIATES INC.

CONTACT: DAVID KORNACKI
5420 SOUTH WESTRIDGE DRIVE
NEW BERLIN, WI 53151
TEL. (262) 784-3323

SHEET INDEX

T000 TITLE SHEET

CIVIL
SEE INDIVIDUAL SUBMITTAL

LANDSCAPE
SEE INDIVIDUAL SUBMITTAL

ARCHITECTURAL
A200 NEW WORK PLAN AND ROOF PLAN
A400 EXTERIOR ELEVATIONS AND BUILDING SECTIONS
A500 BUILDING SECTION AND EXTERIOR WALL SECTIONS

SITE LIGHTING
E100 ELECTRICAL SITE PLAN
E101 PHOTOMETRIC SITE PLAN
E102 PROPERTY LINE PHOTOMETRIC SITE PLAN
E200 SYMBOLS & NOTES



3 SOUTHEAST AXON
FOR REFERENCE ONLY



2 NORTHEAST AXON
FOR REFERENCE ONLY



1 SITE LOCATOR PLAN
Scale: 1" = 50'-0"

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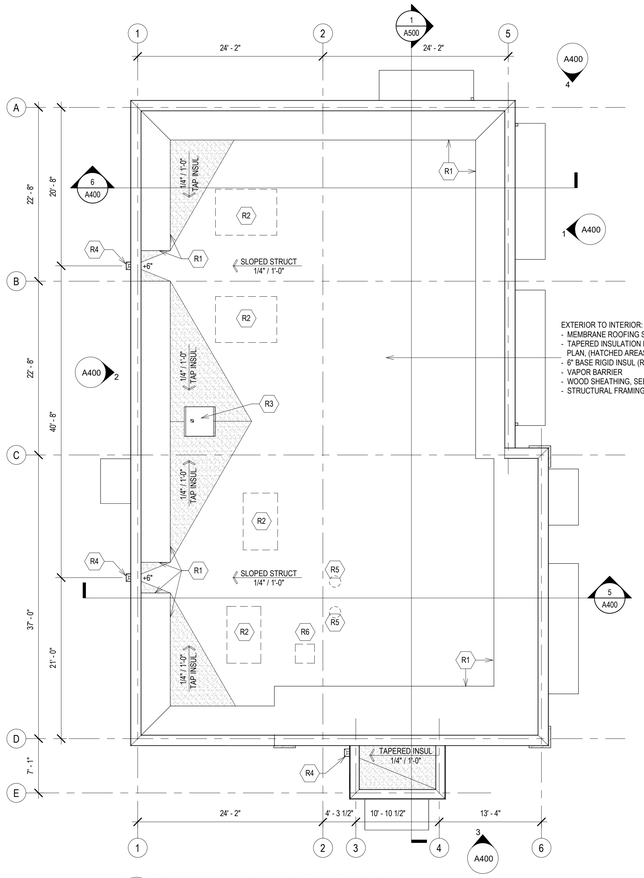
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RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
TITLE SHEET

REVISIONS:

SCALE	VARIES
PROJECT NUMBER	2603-005
SET TYPE	**PLAN COMMISSION**
DATE ISSUED	**07/06/2026**
SHEET NUMBER	**T000**



EXTERIOR TO INTERIOR:
- MEMBRANE ROOFING SYSTEM
- TAPERED INSULATION PER PLAN, (HATCHED AREAS)
- 6" BASE RIGID INSUL (R30C.I. MIN)
- VAPOR BARRIER
- WOOD SHEATHING, SEE STRUCT
- STRUCTURAL FRAMING, SEE STRUCT

3 NEW WORK PLAN - ROOF
Scale: 1/8" = 1'-0"

GENERAL ROOF PLAN NOTES TO CONTRACTOR

1.	ROOFING CONTRACTOR TO PROVIDE FLASHINGS AND CRICKETS AT ALL EXTERIOR EQUIPMENT PENETRATIONS AND SUPPORT POSTS, ETC. REFER TO MECHANICAL DRAWINGS FOR DETAILS AND EXTENTS.
2.	ROOFING CONTRACTOR TO PROVIDE MAINTENANCE WALK-OFF PADS AT ALL EXTERIOR EQUIPMENT LOCATIONS. REFER TO MECHANICAL DRAWINGS FOR EXTENTS.

NEW WORK ROOF PLAN LEGEND

RD	ROOF DRAIN
OD	OVERFLOW DRAIN
	OVERFLOW SCUPPER. SEE DETAIL X/AXXX.
	DIRECTION OF DOWNWARD DRAINAGE FLOW
+X	INDICATES INSULATION THICKNESS ABOVE ROOF DECK
	TAPERED INSULATION

(RX) NEW WORK ROOF KEYNOTES

SEE PROJECT GENERAL CONDITIONS AND SPECIFICATIONS THAT ARE USED IN ASSOCIATION WITH THESE NOTES.
ROOF PLAN KEY NOTES APPLY TO ALL NEW WORK DRAWINGS AND MAY NOT BE USED ON EVERY SHEET.

R1	LINE OF OUTRIGGERS AT PARAPET, SEE STRUCTURAL.
R2	ROOF TOP UNIT. GC TO COORDINATE SIZE AND LOCATION. PROVIDE CRICKETS AT EQUIPMENT AS REQUIRED FOR POSITIVE DRAINAGE.
R3	STEEL ROOF HATCH AND LADDER.
R4	OVERFLOW SCUPPER AND DOWNSPOUT. SEE CIVIL DRAWINGS FOR TERMINATION.
R5	EXHAUST FAN. GC TO COORDINATE SIZE AND LOCATION. PROVIDE CRICKETS AT EQUIPMENT AS REQUIRED FOR POSITIVE DRAINAGE.
R6	ICE MACHINE CONDENSER. GC TO COORDINATE SIZE AND LOCATION. PROVIDE CRICKETS AT EQUIPMENT AS REQUIRED FOR POSITIVE DRAINAGE.

GENERAL REFLECTED CEILING PLAN NOTES TO CONTRACTOR

1. THIS PLAN SHALL BE USED TO ESTABLISH THE LOCATIONS OF THE MAJOR CEILING PENETRATIONS INCLUDING: LIGHTING, HVAC, ACCESS PANEL, SPRINKLERS, SPEAKERS, ETC. SEE M.E.P. DRAWINGS FOR MORE SPECIFIC INFORMATION REGARDING EACH DISCIPLINE. IF CONFLICTS ARE DISCOVERED REGARDING LOCATION OF CEILING PENETRATIONS, CONTACT ARCHITECT FOR FURTHER INFORMATION.
2. ALL DEVICES SHOWN IN CEILING TILE SHALL BE LOCATED IN THE CENTER OF THAT TILE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS TO CEILING FIXTURES ARE TO CENTER OF FIXTURE.

REFLECTED CEILING PLAN KEY

	GYPSUM WALL BOARD CEILING SEE ROOM FINISH SCHEDULE AND SPECIFICATIONS FOR MORE INFORMATION
	2X2 ACOUSTICAL CEILING TILE SEE ROOM FINISH SCHEDULE AND SPECIFICATIONS FOR MORE INFORMATION
	EXPOSED CEILING SEE ROOM FINISH SCHEDULE
	EXIT SIGN
	SUPPLY MECH DIFFUSER SEE MECHANICAL DRAWINGS
	MECH RETURN DIFFUSER SEE MECHANICAL DRAWINGS
	MECH EXHAUST SEE MECHANICAL DRAWINGS

(CX) REFLECTED CEILING PLAN KEYNOTES

SEE PROJECT GENERAL CONDITIONS AND SPECIFICATIONS THAT ARE USED IN ASSOCIATION WITH THESE NOTES.
REFLECTED CEILING PLAN KEY NOTES APPLY TO ALL NEW WORK DRAWINGS AND MAY NOT BE USED ON EVERY SHEET.

C1	PROVIDE ROOF HATCH.
C2	ROOF TOP UNIT. GC TO COORDINATE SIZE AND LOCATION.

LIGHT FIXTURE SCHEDULE

SCHEDULE IS GENERIC LIGHTING LAYOUT TO BE USED FOR DESIGN INTENT ONLY. ELECTRIC DESIGN BUILD CONTRACTOR IS RESPONSIBLE FOR DESIGNING THE LIGHTING WITH ADEQUATE LIGHT LEVELS, AND FIXTURES THAT ARE APPROVED BY OWNER.

GENERAL FLOOR PLAN NOTES TO CONTRACTOR

1.	THIS DRAWING IS FURTHER SUPPORTED BY INFORMATION CONTAINED IN THE SPECIFICATIONS.
2.	THE CIVIL AND STRUCTURAL DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE INFORMATION CONTAINED IN ALL THE DRAWINGS BEFORE THE INSTALLATION OF ALL WORK.
3.	DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO COMMENCING CONSTRUCTION.
4.	FINISH FLOOR ELEVATIONS ARE TO THE TOP OF THE FINISHED FLOOR MATERIAL UNLESS OTHERWISE NOTED.
5.	CONTRACTORS SHALL JOINTLY PROVIDE AND INSTALL ALL STIFFENERS, BRACING, BACKING PLATES, WALL BLOCKING AND SUPPORTING BRACKETS REQUIRED FOR THE INSTALLATION OF CASEWORK, TOILET ACCESSORIES, PARTITIONS, MILLWORK, AND ALL WORK MOUNTED OR SUSPENDED BY ALL TRADES.
6.	ALL MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION WORK IS DESIGN BUILD BY GENERAL CONTRACTOR. GC IS RESPONSIBLE FORCOORDINATING WORK OF ALL SUB CONTRACTORS.

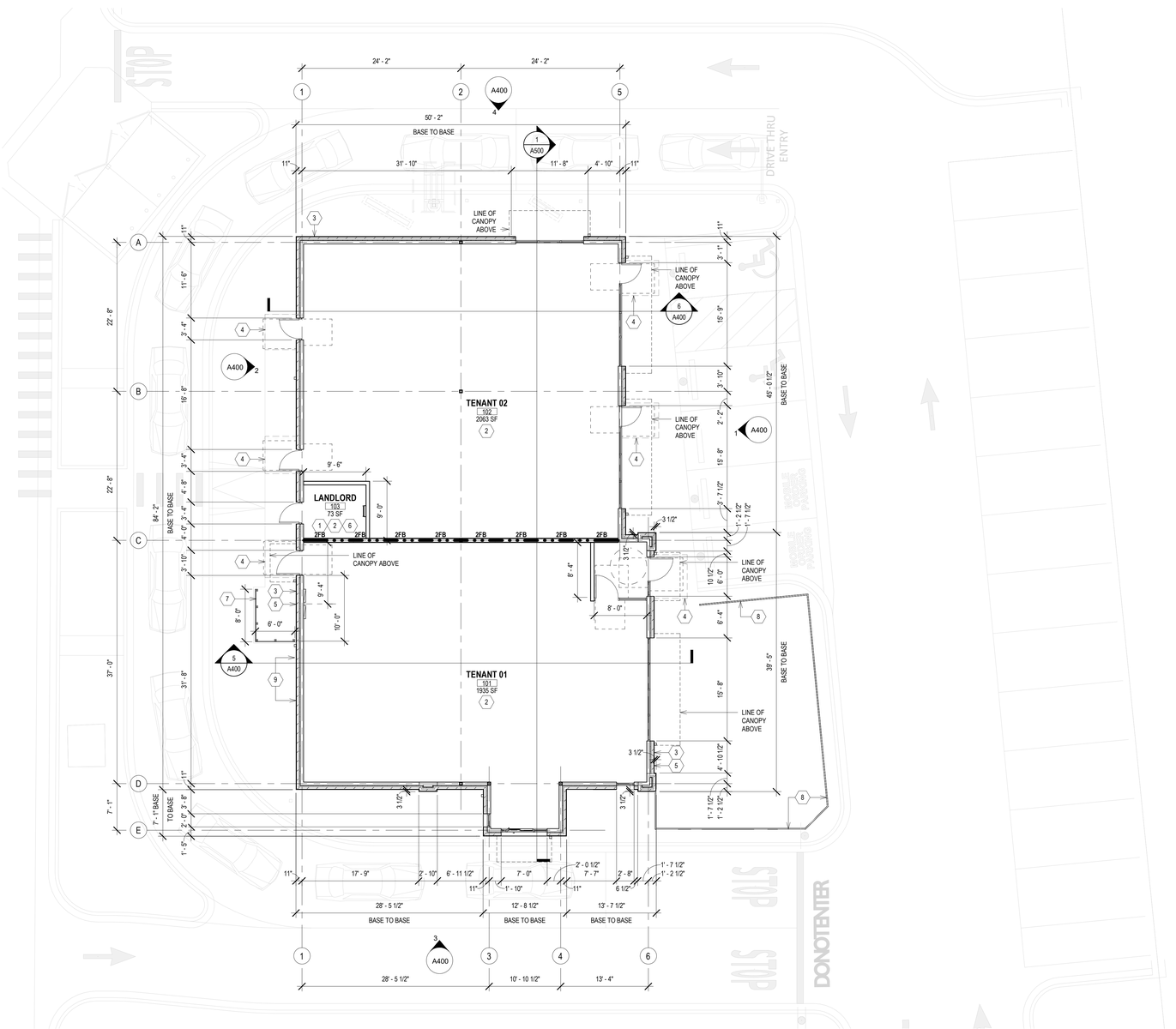
NEW WORK PLAN LEGEND

	EXISTING, TO REMAIN
	MASONRY PARTITION, SEE PARTITION TYPES FOR DETAILS
	METAL STUD PARTITION, SEE PARTITION TYPES FOR DETAILS.

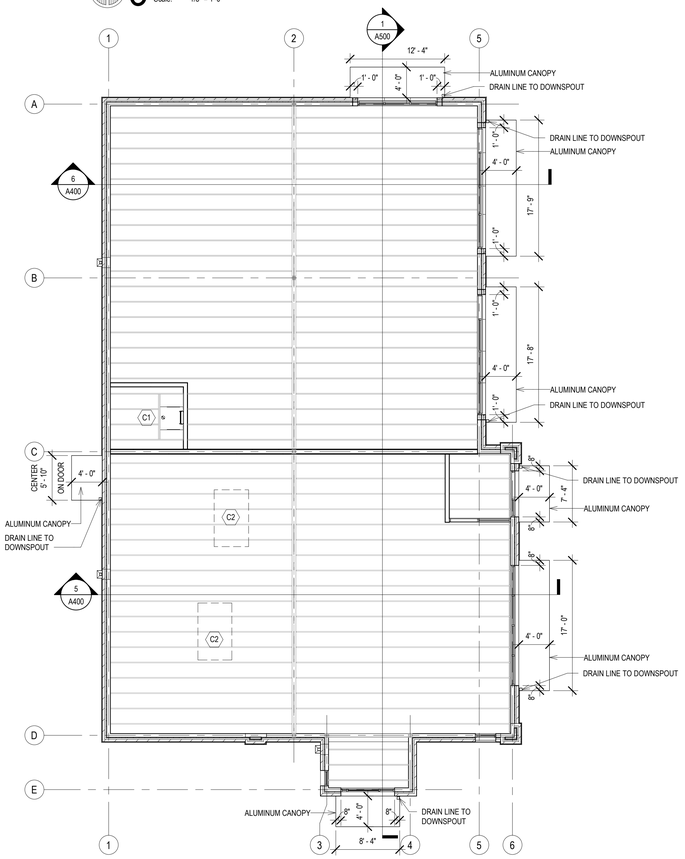
(X) NEW WORK PLAN KEYNOTES

SEE PROJECT GENERAL CONDITIONS AND SPECIFICATIONS THAT ARE USED IN ASSOCIATION WITH THESE NOTES.
NEW WORK PLAN KEY NOTES APPLY TO ALL NEW WORK DRAWINGS AND MAY NOT BE USED ON EVERY SHEET.

1	METERS AND BUILDING EQUIPMENT LOCATED IN LANDLORD ROOM.
2	PROVIDE CONCRETE SLAB.
3	PROVIDE LOCKABLE, RECESSED, FROST FREE HOSE BIBB.
4	PROVIDE CONCRETE STOOP.
5	PROVIDE COVERED EXTERIOR GFCI ELECTRICAL OUTLET.
6	PROVIDE WALL MOUNTED LADDER TO ROOF HATCH, EAST PARTITION.
7	4'-0" HIGH SCREEN WALL
8	3'-6" HIGH METAL GUARDRAIL
9	PROPOSED LOCATION OF ELECTRICAL SERVICE, GAS SERVICE, AND WATER METER.



1 NEW WORK PLAN - LEVEL 01
Scale: 1/8" = 1'-0"



2 REFLECTED CEILING PLAN - LEVEL 01
Scale: 1/8" = 1'-0"

DAN BEYER ARCHITECTS
507 S. 2ND STREET, STE 125
MILWAUKEE WI, 53204
414-239-8267

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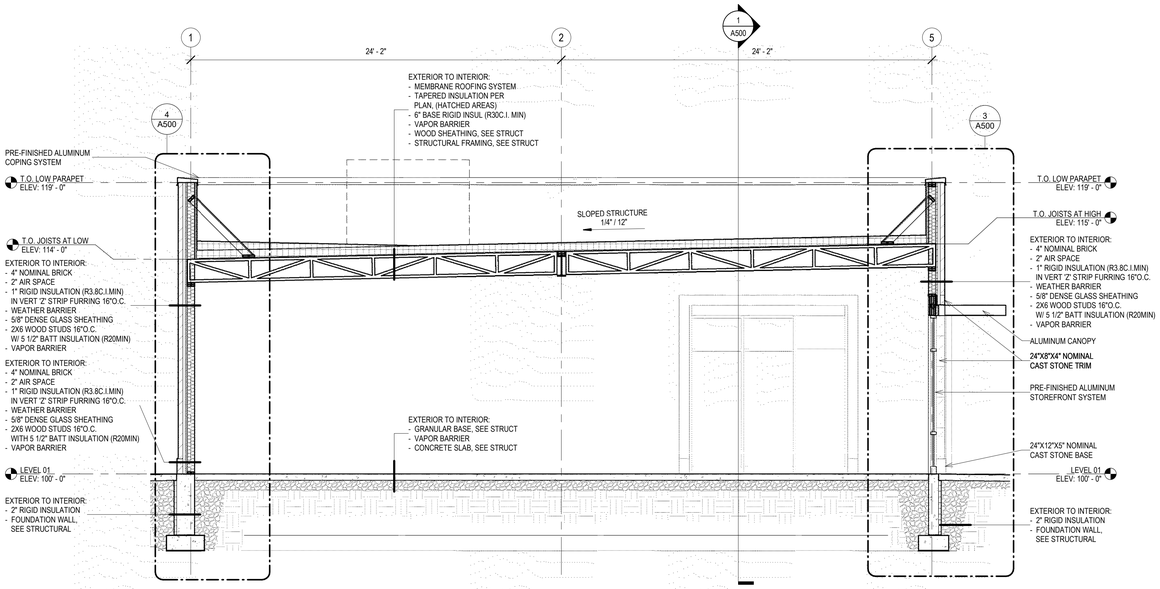
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FOX POINT, WI 53217

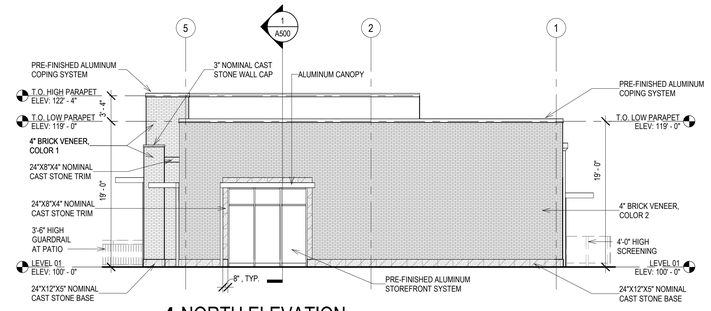
SHEET TITLE:
NEW WORK PLAN AND ROOF PLAN

REVISIONS:

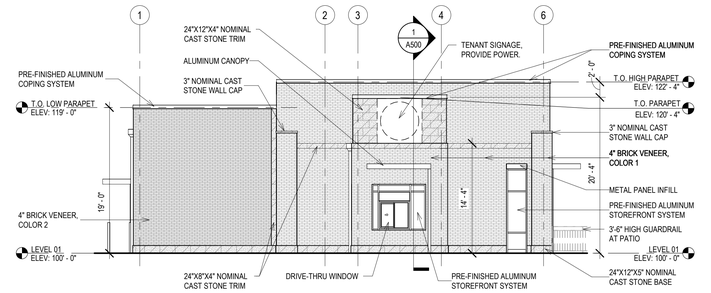
SCALE	VARIES
PROJECT NUMBER	2603-005
SET TYPE	**PLAN COMMISSION**
DATE ISSUED	**07/06/2026**
SHEET NUMBER	**A200**



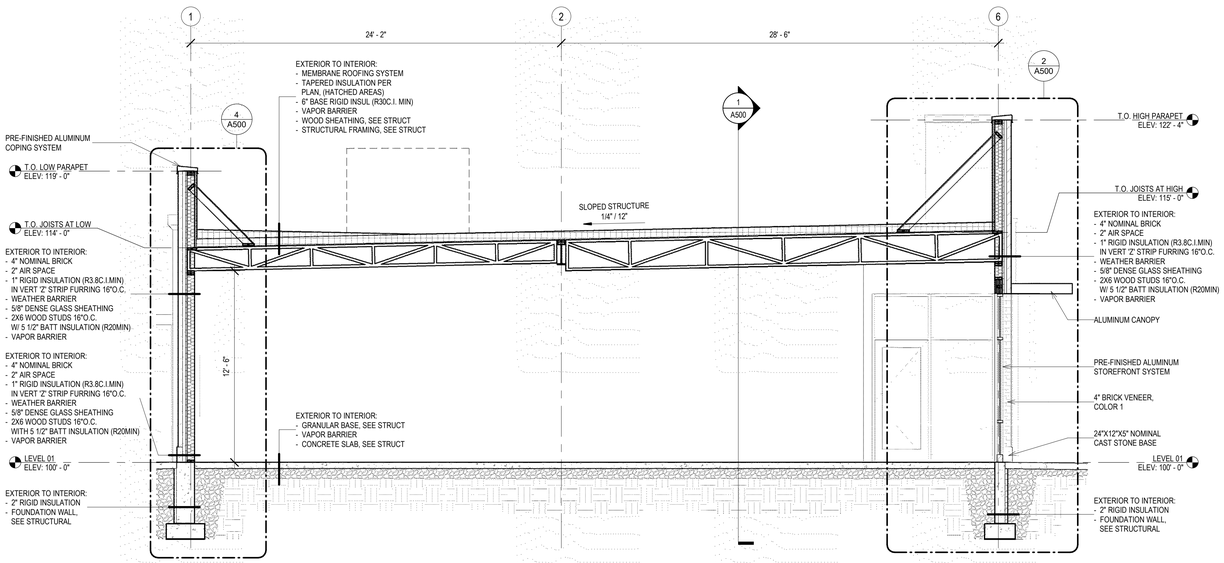
6 E/W BUILDING SECTION AT NORTH
Scale: 1/4" = 1'-0"



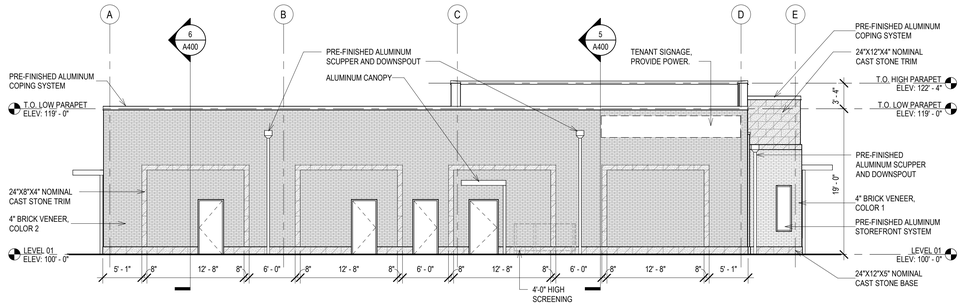
4 NORTH ELEVATION
Scale: 1/8" = 1'-0"



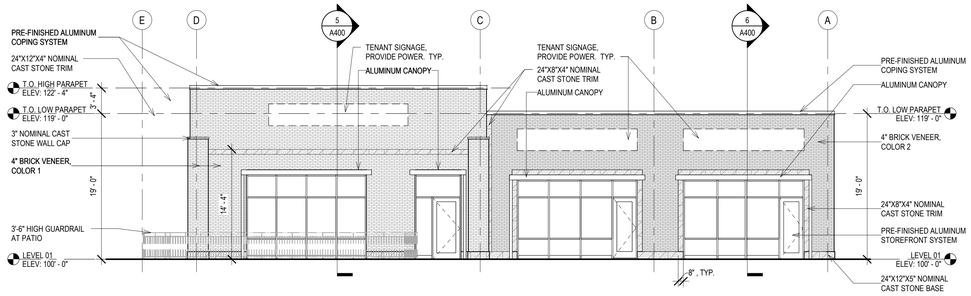
3 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



5 E/W BUILDING SECTION AT SOUTH
Scale: 1/4" = 1'-0"



2 WEST ELEVATION
Scale: 1/8" = 1'-0"



1 EAST ELEVATION
Scale: 1/8" = 1'-0"

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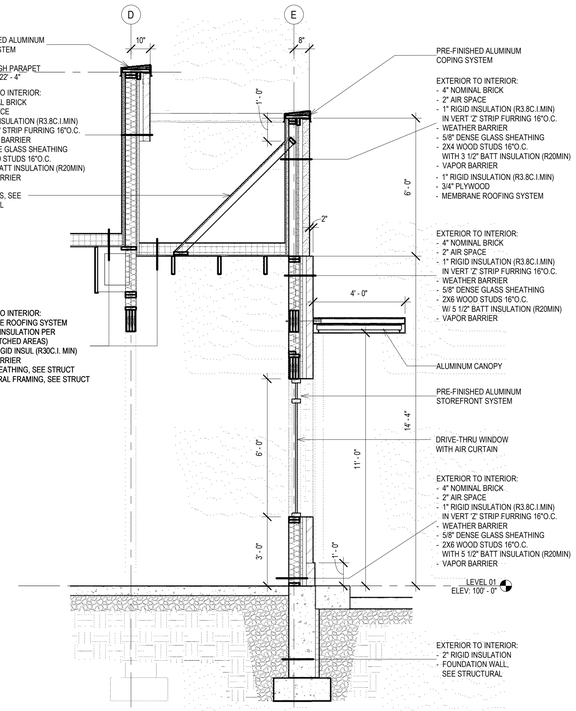
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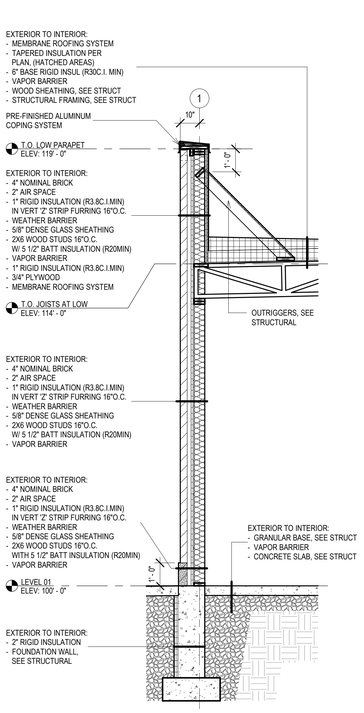
SHEET TITLE:
EXTERIOR ELEVATIONS AND BUILDING SECTIONS

REVISIONS:

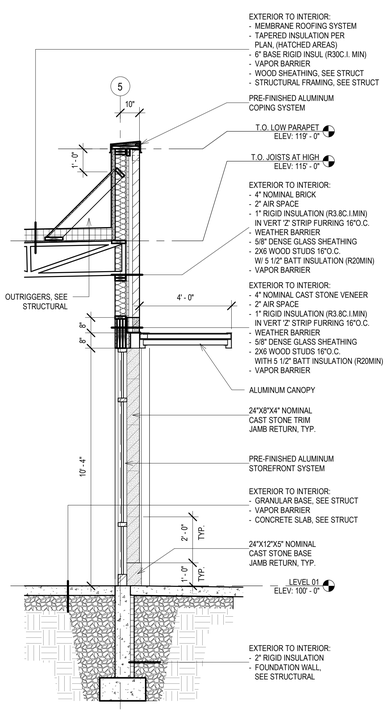
SCALE	VARIES
PROJECT NUMBER	2603-005
SET TYPE	**PLAN COMMISSION**
DATE ISSUED	**07/06/2026**
SHEET NUMBER	**A400**



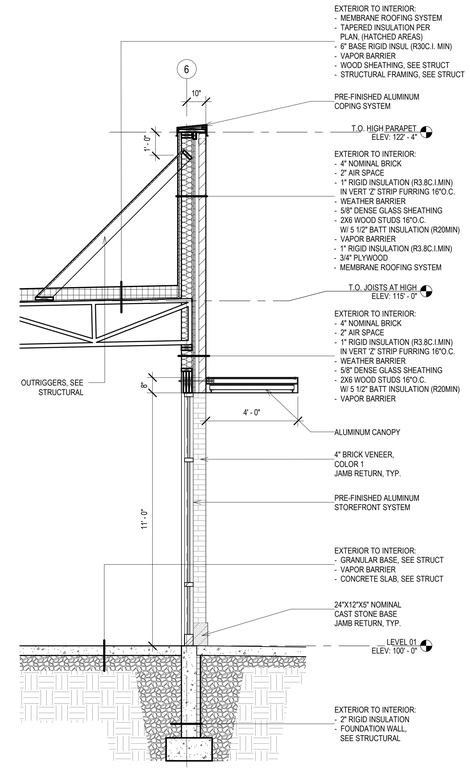
5 SECTION AT DRIVE-THRU WINDOW
Scale: 3/8" = 1'-0"



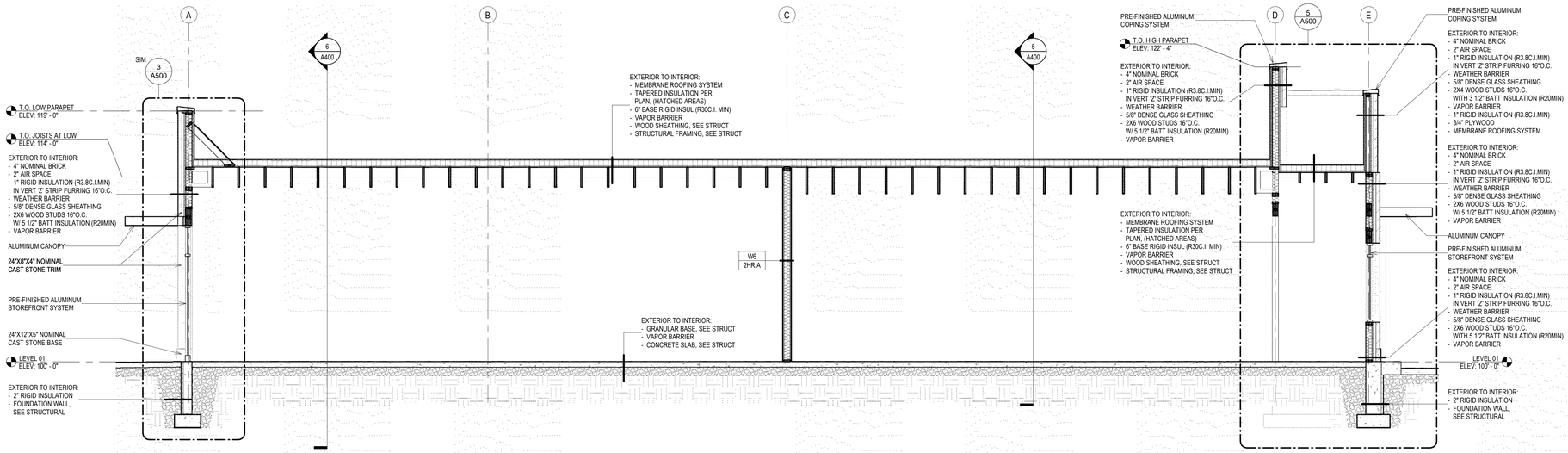
4 SECTION AT BRICK - LOW
Scale: 3/8" = 1'-0"



3 SECTION AT ALUMINUM CANOPY
Scale: 3/8" = 1'-0"



2 SECTION AT STOREFRONT - HIGH
Scale: 3/8" = 1'-0"



1 N/S BUILDING SECTION
Scale: 1/4" = 1'-0"

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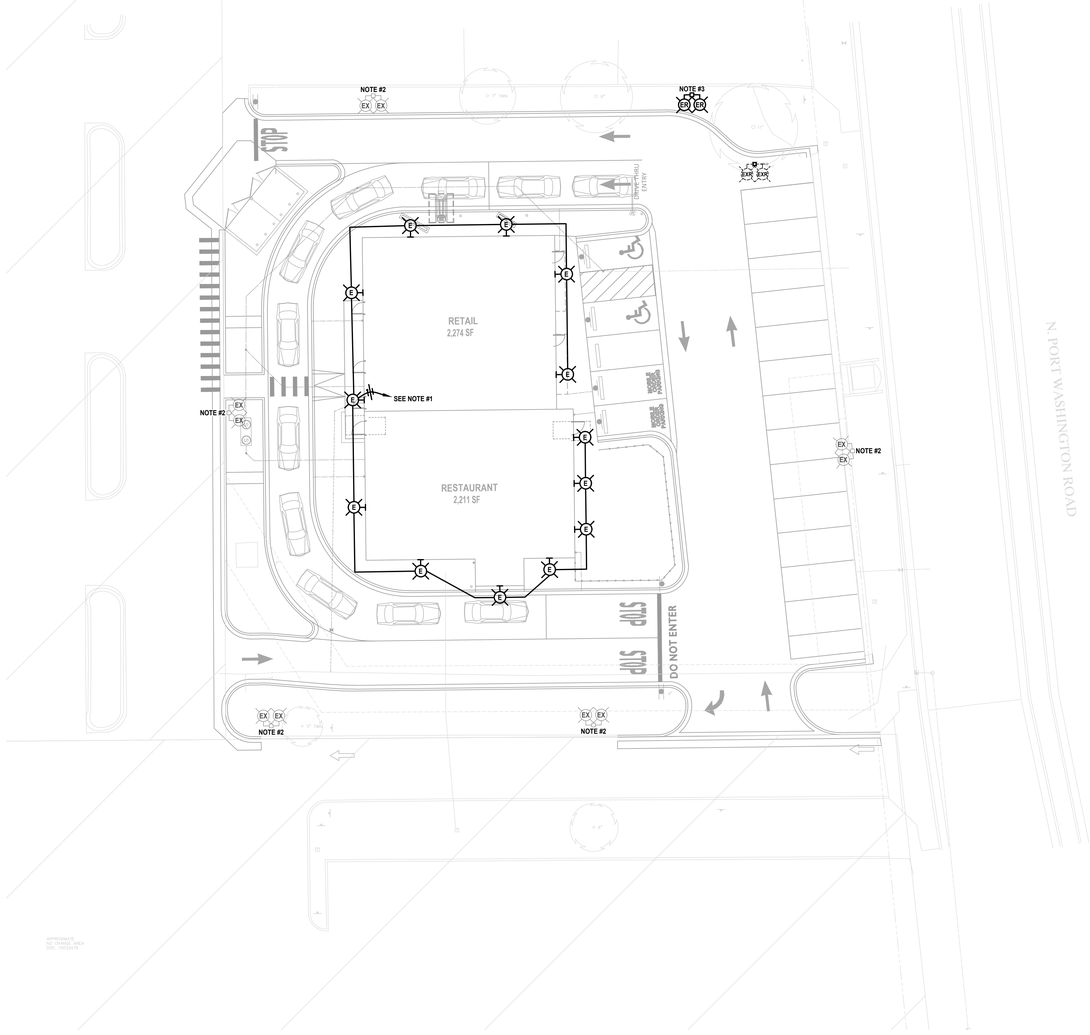
SHEET TITLE:
BUILDING SECTION AND EXTERIOR WALL SECTIONS

REVISIONS:

SCALE	VARIES
PROJECT NUMBER	2603-005
SET TYPE	**PLAN COMMISSION**
DATE ISSUED	**07/06/2026**
SHEET NUMBER	**A500**

NOTES:

1. 2 #8 THWN & 1 #8 GND. IN 3/4" C. TO LIGHTING PANEL VIA PHOTOCELL-ON, TIMECLOCK-OFF. PER CITY CODE THE LIGHTS ARE TO BE TURNED OFF WHEN THE LAST PERSON LEAVES THE BUILDING.
2. POLE & LUMINAIRES, AND WIRING ARE EXISTING TO REMAIN. PROVIDE NEW CONTROLS AS REQUIRED BY TENANT/CITY.
3. EXTEND EXISTING WIRING AS REQUIRED TO NEW LOCATION.



ELECTRICAL SITE PLAN
SCALE: 1/16"=1'-0"

DAN BEYER ARCHITECTS
225 E ST. PAUL AVE, STE 303
MILWAUKEE WI, 53202
414-239-8267

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CONSULTANTS:

KORNACKI & ASSOCIATES, INC.
Electrical Design Consultants
262-784-3323
2845 S. Moorland Rd., New Berlin, WI 53151
Corporation Registration #33120-6-1K10672

WISCONSIN
DAVID B. KORNACKI
E-33120-6
NEW BERLIN
WI
PROFESSIONAL ENGINEER

Date: 06/19/26

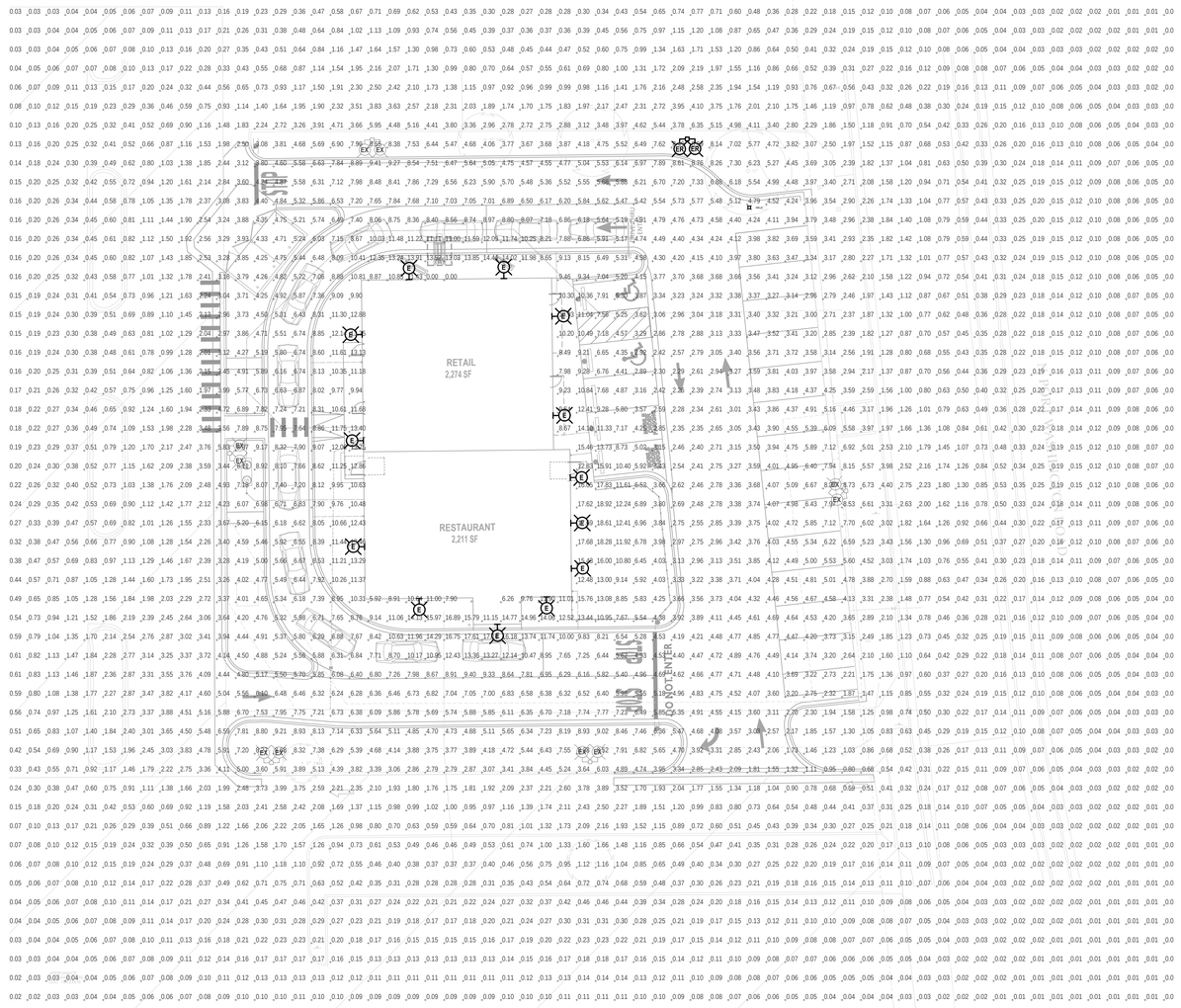
RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING

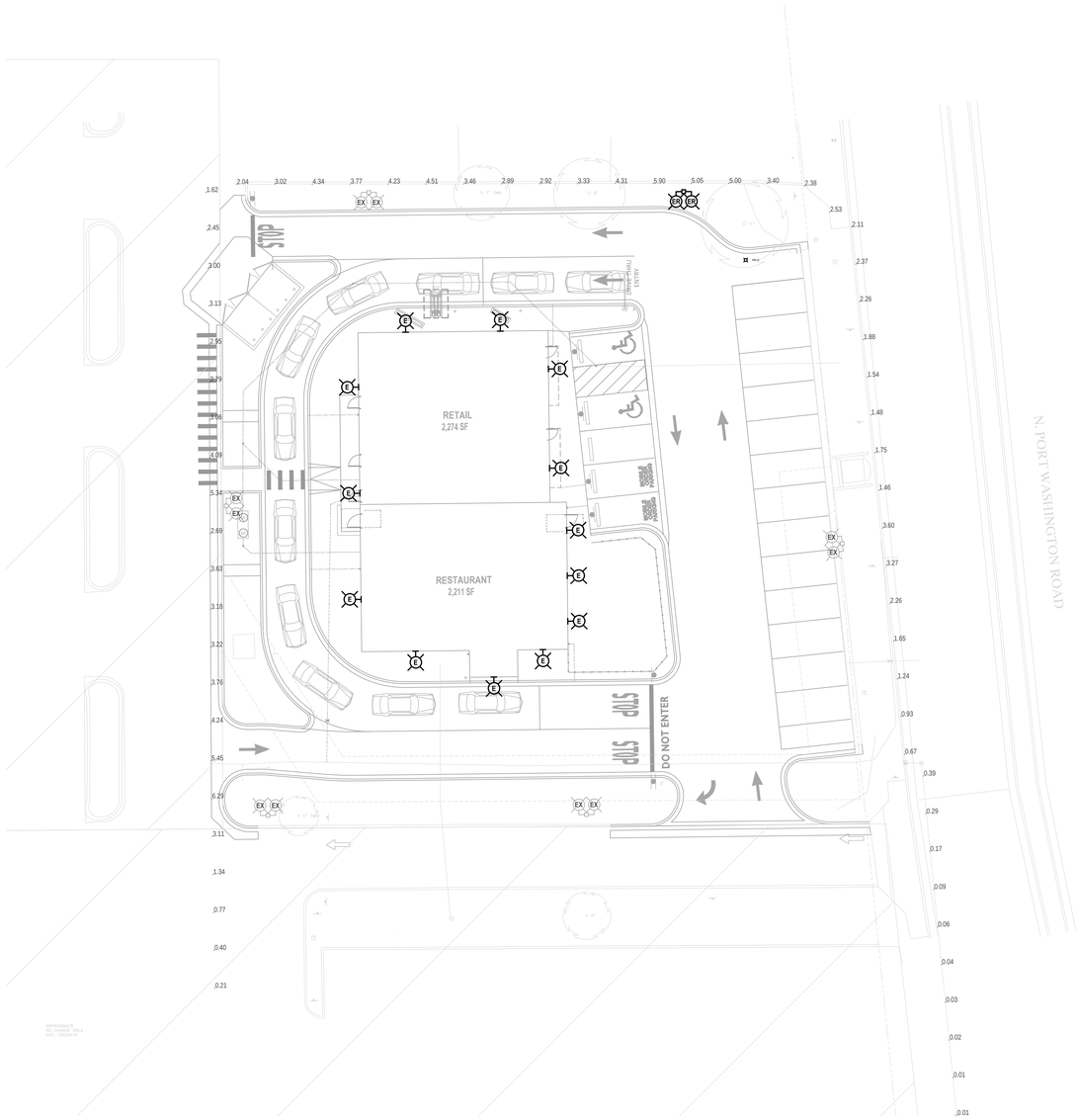
8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
ELECTRICAL SITE PLAN

REVISIONS:

SCALE	AS NOTED
PROJECT NUMBER	2603-005 (26101)
SET TYPE	**PLAN COMMISSION SUBMITTAL**
DATE ISSUED	**06/19/2026**
SHEET NUMBER	**E100**


RETAIL
2,274 SF
RESTAURANT
2,211 SF
EX
EX
EX



PROPERTY LINE PHOTOMETRIC SITE PLAN

SCALE: 1/16"=1'-0"

LIGHTING ANALYSIS NOTES:

1. **LIGHTING AT THE PROPERTY LINE IS EXISTING TO REMAIN. THE LIGHT LEVELS WILL REMAIN UNCHANGED FROM CURRENT CONDITIONS ON SITE TODAY.**

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WI
PROFESSIONAL ENGINEER

Date: 06/19/26

RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING

8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
PROPERTY LINE PHOTOMETRIC SITE PLAN

REVISIONS:

SCALE	AS NOTED
PROJECT NUMBER	2603-005 (26101)
SET TYPE	**PLAN COMMISSION SUBMITTAL**
DATE ISSUED	**06/19/2026**
SHEET NUMBER	**E102**



WPX LED
Wall Packs

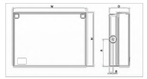
Catalog Number

Notes

Type **'E'**

Hit the tab key or mouse over the page to see all interactive elements.

Specifications



Front View Side View

Luminaire	Height (H)	Width (A)	Depth (D)	Side Conduit Location		Weight
				Side Conduit Location		Weight
WPX1	8.1" (20.6 cm)	11.1" (28.1 cm)	3.2" (8.1 cm)	4.0" (10.1 cm)	0.6" (1.6 cm)	6.1 lbs (2.8kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	0.7" (1.7 cm)	8.2 lbs (3.7kg)
WPX3	9.5" (24.1 cm)	13.0" (33.0 cm)	5.5" (13.7 cm)	4.7" (12.0 cm)	0.7" (1.7 cm)	11.0 lbs (5.0kg)

Introduction

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing solutions for both HID wall pack replacement and new construction opportunities. Available in three sizes, the WPX family delivers 1,550 to 9,200 lumens with a wide, uniform distribution.

The WPX full cut-off solutions fully cover the footprint of the HID glass wall packs that they replace, providing a neat installation and an upgraded appearance. Reliable IP66 construction and excellent LED lumen maintenance ensure a long service life. Photocell and emergency egress battery options make WPX ideal for every wall mounted lighting application.

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series		Color Temperature		Voltage		Options		Finish	
WPX1 LED P1	1,550 Lumens, 11W[1]	30K	3000K	MVOLT	120V - 277V	(blank)	None	DDBXD	Dark bronze
WPX1 LED P2	2,900 Lumens, 24W	40K	4000K	347	347V[2]	E4WH	Emergency battery backup, CEC compliant (4W, 0°C min)[3]	DWHXD	White
WPX2 LED	6,000 Lumens, 47W	50K	5000K			E14WC	Emergency battery backup, CEC compliant (14W, -20°C min)[3]	DBLXD	Black
WPX3 LED	9,200 Lumens, 69W					PE	Photocell[1]	**Note:** For other options, consult factory.	

Note: The lumen output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

NOTES
1. All WPX wall packs come with 6kV surge protection standard, except WPX1 LED P1 package. WPX1 LED P1 comes with 4kV surge protection standard. Add SPD6KV option to get WPX1 LED P1 with 6kV surge protection.
   Sample nomenclature: WPX1 LED P1 40K MVOLT SPD6KV DDBXD
2. Battery pack options only available on WPX1 and WPX2.
3. Battery pack options not available with 347V or PE options.

FEATURES & SPECIFICATIONS

INTENDED USE
The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution. WPX is rated for -40°C to 40°C.

CONSTRUCTION
WPX feature a die-cast aluminum main body with optimal thermal management that both enhances LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs and LED lumen maintenance of 70,000 hours. Correlated color temperature (CCT) of 3000K, 4000K or 5000K with minimum CRI of 70. Electronic drivers ensure system power factor >90% and THD <20%. All luminaires have 6kV surge protection (Note: WPX1 LED P1 package comes with a standard surge protection rating of 2.5kV. It can be ordered with an optional 6kV surge protection).
All photocell (PE) operate on MVOLT (120V - 277V) input.

INSTALLATION
The WPX is surface mounted directly over a standard electrical junction box. Three 1/2 inch conduit ports on three sides allow for surface conduit wiring. A port on the back surface allows poke-through conduit wiring on surfaces that don't have an electrical junction box. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards. The WPX is intended for installation on flat wall surfaces. Other applications may void warranty.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International Dark Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

1 Acuity Way • Decatur, Georgia 30035 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

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FIXTURE SCHEDULE

26101

TYPE	INPUT WATTS	VOLTS	LUMENS	COLOR TEMP	CRI 70+	CRI 80+	CRI 90+	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	BUG RATING	SHIELDING	FINISH	MOUNTING	CONTROLS INTEGRAL	CONTROLS REMOTE	SEE NOTES
E	47	120	5719	3000K	●			EXTERIOR WALL BRACKET	LITHONIA	WPX2 LED-30K-MVOLT	001	ACRYLIC	SBA	WALL 12'-0"		PHOTO ON TC OFF	#1
EX								EXISTING POLE & (2) LUMINAIRES TO REMAIN									

SYMBOLS / ABBREVIATIONS

	WALL BRACKET/WALL SCONCE FIXTURE - SEE FIXTURE SCHEDULE
	SURFACE/PENDANT FIXTURE - SEE FIXTURE SCHEDULE
	RECESSED DOWNLIGHT FIXTURE - SEE FIXTURE SCHEDULE
	POLE & LUMINAIRE(S) FIXTURE - SEE FIXTURE SCHEDULE
——	SWITCHED CIRCUIT
— —	BRANCH CIRCUIT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFI	ARC FAULT INTERRUPTER
AMP	AMPERES/AMPERAGE
AV	AUDIO VISUAL
BB	BATTERY BACKUP
BFC	BELOW FINISHED CEILING
BOL	BUILT-IN OVERLOAD
BRKR	BREAKER
BWE	BAKED WHITE ENAMEL
CBA	COLOR BY ARCHITECT
CP	CONTROL PANEL
CRCT	CIRCUIT
CTL	CONTROL
DCP	DOCK EQUIPMENT CONTROL PANEL
DISC	DISCONNECT
EC	ELECTRICAL CONTRACTOR
EM	EMERGENCY
ER	EXISTING RELOCATED
ETC	ELECTRONIC TIME CLOCK CONTROL
EX	EXISTING TO REMAIN
EXD	EXISTING TO BE DEMO'D
EXR	EXISTING TO BE RELOCATED
EWC	ELECTRIC WATER COOLER
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPS
FLSW	FLOAT SWITCH
FPC	FIRE PROTECTION CONTRACTOR
FURN	FURNISHED
GC	GENERAL CONTRACTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
HOA	HAND-OFF-AUTOMATIC SWITCH
HP	HORSEPOWER
HVAC	HEATING AND VENTILATING CONTRACTOR
IG	ISOLATED GROUND
INT	INTEGRAL
IR	IN ROOM
IU	IN UNIT
JB	JUNCTION BOX
KW	KILOWATTS
LCP	LIGHTING CONTROL PANEL
LOC	LOCATION
LT	LOW TEMPERATURE
LTSW	LIGHT SWITCH
LVT	LOW VOLTAGE THERMOSTAT
MAG	MAGNETIC STARTER
MAN	MANUAL STARTER
MCA	MINIMUM CIRCUIT AMPS
MSPL	MANUAL STARTER WITH PILOT LIGHT
NL	NIGHT LIGHT
NU	NEAR UNIT
OHP	OVERHEAT PROTECTION
OS	OCCUPANCY SENSOR
OU	ON UNIT
PB	PUSH BUTTON
PC	PLUMBING CONTRACTOR
PESW	PNEUMATIC ELECTRIC SWITCH
PHOTO	PHOTOCELL
PW	PREWIRED
RC	REFRIGERATION CONTRACTOR
RCC	REFRIGERATION CONTROL CONTRACTOR
RECEPT	RECEPTACLE
SBA	SELECTED BY ARCHITECT
SC	SEPARATE CIRCUIT
SPSW	SPEED SWITCH
SS	SOFT START
ST	SHUNT TRIP
SW	SWITCH
T	LINE VOLTAGE THERMOSTAT
TBD	TO BE DETERMINED
TC	TIME CLOCK
TCC	TEMPERATURE CONTROL CONTRACTOR
TCP	TEMPERATURE CONTROL PANEL
UM	UNIT MANUFACTURER
UNO	UNLESS NOTED OTHERWISE
VFD	VARIABLE FREQUENCY DRIVE
W	WATTS
WP	WEATHER PROOF ("WHILE-IN-USE")
XFMR	TRANSFORMER

FIXTURE SCHEDULE NOTES:

1. **ALL LIGHTING IS TO BE TURNED OFF WHEN THE LAST PERSON LEAVES THE BUILDING FOR THE NIGHT AND SHALL NOT BE TURNED BACK ON UNTIL THE FIRST PERSON ARRIVES AT THE BUILDING.**

DAN BEYER ARCHITECTS
225 E ST. PAUL AVE, STE 303
MILWAUKEE WI, 53202
414-239-8267

© COPYRIGHT 2022 DAN BEYER ARCHITECTS

CONSULTANTS:

KORNACKI & ASSOCIATES, INC.
Electrical Design Consultants
262-784-3323
2845 S. Moorland Rd., New Berlin, WI 53151
Corporation Registration #33120-6-1K10672

WISCONSIN
DAVID B. KORNACKI
E-33120-6
NEW BERLIN
WI
PROFESSIONAL ENGINEER

Date: 06/19/26

RIVERPOINT VILLAGE - MULTI-TENANT RETAIL BUILDING

8739 N PORT WASHINGTON
FOX POINT, WI 53217

SHEET TITLE:
SYMBOLS & NOTES

REVISIONS:

SCALE	AS NOTED
PROJECT NUMBER	2603-005 (26101)
SET TYPE	**PLAN COMMISSION SUBMITTAL**
DATE ISSUED	**06/19/2026**
SHEET NUMBER	**E200**

Conditional Use Order

WHEREAS, an application has been filed by **Starbucks** (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 the property located at **8739 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. **Starbucks will operate a restaurant with automobile drive through. Dining will occur in the interior of the tenant space and in the approved outdoor seating area.**
   a. **Hours of operation are allowed 5AM – 8PM Monday through Sunday. If noise complaints or early morning/late-night disturbance complaints are received, the applicant shall take corrective action to resolve those complaints to the satisfaction of the Village Manager.**
   b. **Any hours, location, amplification, and direction of any music must be submitted to the Village Manager.**
   c. **A parking reduction to 19 (Nineteen) stalls is permitted.**
   d. **Details of bicycle parking shall be submitted to the Director of Public Works.**
   e. **A full sign plan shall be submitted to the Village Manager for review and approval, and must adhere to both Chapter 540 (Signs), and the approved Riverpoint master sign program.**
   f. **Details of the drive-through speaker volume shall be submitted to the Village Manager.**
   g. **Lighting must meet the requirements of Section 670-55. Details of such shall be submitted to the Director of Public Works.**
   h. **The second tenant must return for Conditional Use approval.**
   i. **Obtaining other required licenses, permits, and approvals. This includes but is not limited to site plan approval, building permits, Engineering/DPW permits completed to the satisfaction of the Director of Public Works, Milwaukee County or State of Wisconsin approvals, and right-of-way agreements.**

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.

DRAFT

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 _____, 2026, *nunc pro tunc* the _____ day of _____, 2026.

BY THE FOX POINT VILLAGE BOARD:

_____
Christine Symchych, Village President

Attest:

_____
Jennifer Boehm

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 _____, 2026.

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 _____, 2026.

APPLICANT:

By: _____
Authorized Signatory

Title:_____

DRAFT

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Consideration of a Conditional Use Permit amendment application to allow a massage therapist to operate inside of an existing tanning and wellness facility, proposed for 8783 N Port Washington Rd, as required per Village Code Sections 745-18. (Pg.129-135)

Overview
Yan Zhou of Amara Massage, on behalf of Stephanie Fett of Baja Tan, has applied for a conditional use amendment regarding a new user within existing business. The amendment of existing conditional use under Section 745-18D(1)(o) would allow a massage therapist business, Amara Massage, to operate in a portion of the existing Baja Tan, at 8783 N Port Washington Road in the D Business District. The tenant space is located in the Riverpoint Shopping Center.

Background
Baja Tan is an existing business located at 8667 N Port Washington Road which received CUP approval (CUP #2025-06) for relocation of its business in September 2025.

Request
The applicant intends to operate by appointment only within a portion of the existing Baja Tan space offering massage therapy services. Hours of operation are proposed from 9AM – 8PM Monday through Saturday, and 9AM – 3PM on Sunday.
Sufficient parking within the Riverpoint Shopping Center exists to accommodate patrons.

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

Attachments
1. Baja Tan Application
2. 2026-06 - CUP Order - Baja Tan - DRAFT

Section 4

Applicant's specific interest in site To allow subleasing of Room #8 inside the salon to Yan Zhou of Amara Massage LLC		
Describe in detail the business activity that will take place on site including products & services Professional massage therapy in Baja Tan's Room #8		
Describe all **owned** fixtures, furniture, and equipment to be used on site N/A		
Describe all **leased** fixtures, furniture, and equipment to be used on site N/A		
Describe any alterations planned for the site **and** estimated cost of renovation N/A		
Person responsible for obtaining building permit (if required) Stephanie Fett		
Square footage of site 70	# of employees 1	# of parking spaces to be used 1
Days & hours of operation Monday-Saturday 9am-8pm, Sunday 9am-3pm	Proposed date of occupancy 7/15/2026	

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)

	Stephanie Fett	6/18/2026
Business Owner Signature	Printed Name	Date

Updated 01/24/2024

Midland Management, LLC

555 W. Brown Deer Road, Suite 220, Milwaukee, Wisconsin 53217

June 15, 2026

Village Plan Commission
Village of Fox Point
7200 N. Santa Monica Boulevard
Fox Point, WI 53217

Plan Commission Members:

The purpose of this correspondence is to provide evidence of our authorization for Baja Tan to sublet a portion of their space at 8783 N Port Washington Road to Yan Zhou for massage therapy at the Riverrpoint Village Shopping Center, Fox Point, Wisconsin.

If there should be any questions pertaining to this matter or if any additional information should be needed about the leasing of this space to The Donut Zone, please don't hesitate to contact me at 414-928-3974 or ssanders@midlandmgtllc.com.

Thank you.

Sincerely,

Sheila S. Sanders
Asset Manager
Midland Management, LLC
Managing Agent for North Shore Centers Partners

Conditional Use Order

WHEREAS, an application has been filed by **Baja Tan** (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 the property located at **8783 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. **Baja Tan will operate a tanning and wellness facility with massage therapy services. All business operations will occur in the interior of the tenant space. The hours of operation shall be limited to 9:00 AM until 8:00 PM, Monday through Saturday, and 9:00 AM until 3:00 PM on Sunday**.

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.

DRAFT

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 _____, 2026, *nunc pro tunc* the _____ day of _____, 2026.

BY THE FOX POINT VILLAGE BOARD:

_____
Christine Symchych, Village President

Attest:

_____
Jennifer Boehm, 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 _____, 2026.

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 _____, 2026.

APPLICANT:

By: _____
Authorized Signatory

Title:_____

DRAFT

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 Kreklow, Village Manager

CC:

Date: July 14, 2026

Re: Consideration of a Resolution Authorizing the Issuance and Sale of $3,060,000 General Obligation Promissory Notes, Series 2026A. (Pg.136-156)

Overview

Background
At the May meeting, the Village Board approved a resolution initiating the issuance of debt for 2026 capital projects. Following that approval, village staff worked with our financial advisor (RW Baird) and our bond counsel (Quarles & Brady), on the preparation of a Preliminary Official Statement and other issuance related documents. In addition, Moody's reviewed the Village's finances and maintained our rating of Aaa.

RW Baird facilitates a bid process for the sale of our debt on the day of the Board meeting. They will analyze the bid results, and recommend an award at the meeting.

I have attached a draft resolution to give final approval to the sale. The blanks will be filled on July 14th.

Request

Recommendation
Approve the sale of $3,060,000 to the financial institution recommended by RW Baird.

Attachments
1. Fox Point, V of - 26A GOPNs -Resolution

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $3,060,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS, on May 12, 2026, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2026A (the "Notes") for public purposes, including paying the cost of capital projects including, but not limited to, municipal building and facility improvements, street improvements, public safety, municipal equipment and vehicles, and tree management (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Baird, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on July 14, 2026;

WHEREAS, the Village Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on July 14, 2026;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. Baird has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

DRAFT

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the Village and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION SIXTY THOUSAND DOLLARS ($3,060,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of $3,060,000; shall be dated August 4, 2026; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on April 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2026 through 2035 for the payments due in the years 2027 through 2036 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A, dated August 4, 2026" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies

in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section

141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section

67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk

shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

DRAFT

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 14, 2026.

_____
Christine Symchych
President

ATTEST:

_____
Jennifer Boehm
Village Clerk

(SEAL)

DRAFT

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on April 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

DRAFT

EXHIBIT E

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

MILWAUKEE COUNTY

NO. R-___ VILLAGE OF FOX POINT $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	August 4, 2026	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the Village of Fox Point, Milwaukee County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $3,060,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects including, but not limited to, municipal building and facility improvements, street improvements, public safety, municipal equipment and vehicles, and tree management, as authorized by a resolution adopted on July 14, 2026. Said resolution is recorded in the official minutes of the Village Board for said date.

DRAFT

The Notes maturing on April 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Fox Point, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF FOX POINT
MILWAUKEE COUNTY, WISCONSIN

By: _____
Christine Symchych
President

(SEAL)

By: _____
Jennifer Boehm
Village Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Fox Point, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By_____
Authorized Signatory

DRAFT

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

DRAFT

MEMORANDUM

POLICE DEPARTMENT
VILLAGE OF FOX POINT

TO: STEVE KREKLOW; VILLAGE MANAGER

FROM: CHIEF CHRISTOPHER FREEDY

DATE: MARCH 13, 2026

REGARDING: ORDINANCE UPDATE

The Village of Fox Point has a long history of being pedestrian and bicycle friendly as a community; however, we have also insured that regulations exist related to the activities. The village ordinance related to bicycles, Chapter 591, was adopted in 1961 as Chapter 23 and has incurred minimal adjustments over the years.

Recently, the advent of electric bicycles and electric powered scooters have become prevalent in the community and have resulted in an increased number of calls for service. Both electric bicycles and electric scooters are regulated by state statute; however, having a village ordinance provides additional tools for ensuring public safety and a single point of information for residents related to the regulations, as well as an enforcement tool at the local level for violations.

I have reviewed the requested changes with the Village Manager and Village Attorney for legal compliance. We have also identified a multi-pronged approach to address the concerns that are being brought forward by staff and members of the community related to unsafe operation of bicycles. The approach includes education, enforcement, and legislation, most of which have been implemented in the community. The changes to the ordinance are the last step and fall under the third prong of the plan.

As a note for the board members, the changes being presented already exist within state statute and are being codified into ordinance as written in statute. The ordinance does not include any new local restrictions or additions, nor does it ban electric bicycles, instead it modernizes our ordinance to include the classifications of electric bicycles and electric scooters. The intent is to improve enforceability and address riding behavior while preserving legitimate transportation and recreation.

A brief slide deck will be shared with the board and members of the community during the regular monthly meeting explaining the updates (see attached). I am requesting a review of the ordinance and consideration for implementation by the Board of Trustees. These changes will provide guidance to the residents for legal operation of electric scooters and electric bicycles, as well as an additional enforcement tool for the officers.

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. ____

AN ORDINANCE TO AMEND CHAPTER 591 OF THE VILLAGE OF FOX POINT MUNICIPAL CODE TO CLARIFY THE REGULATIONS OF BICYCLES, ELECTRIC BICYCLES AND ELECTRIC SCOOTERS

WHEREAS, the Village of Fox Point currently regulates the use and operation of bicycles; and

WHEREAS, the Village Board finds it appropriate to amend Chapter 591 to update its regulations in this chapter and to regulate the use of electric bicycles, electric scooters, and play vehicles.

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

SECTION 1. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-1 entitled "Equipment and bicycles" is hereby repealed and recreated as follows:

§ 591-1 Equipment of bicycles.

A. As referenced in this section, the terms bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle have the following definitions:[1]

1. Bicycle: a bicycle is legally defined as a vehicle propelled by feet or hands acting upon pedals or cranks, featuring wheels with at least two of them being 14 inches or more in diameter.

2. Electric Bicycle (E-Bike): a bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less and that meets the requirements of any of the following classifications:

i. Class 1 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

ii. Class 2 Electric Bicycle: Equipped with a motor that may be powered solely by the motor and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

[1] As defined win Wisconsin §340.01

~~i.~~iii. Class 3 Electric Bicycle: Equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

3. Electric Scooter: a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Electric scooter" does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

~~2.~~4. Motor Bicycle: a bicycle to which a power unit that is not an integral part of the vehicle has been added to permit the vehicle to travel at a speed of not more than 30 miles per hour with a 150-pound rider on a dry, level, hard surface with no wind and having a seat for the operator. "Motor bicycle" does not include an electric bicycle.

B. No person may operate a bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle upon a roadway, pedestrian walk, or bicycle way during hours of darkness unless the bicycle or motor bicycle is equipped with or the operator is wearing a lamp emitting a white light visible from a distance of at least 500 feet to the front of the bicycle or motor bicycle. A bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle shall also be equipped with a red reflector that has a diameter of at least two inches of surface area on the rear so mounted and maintained as to be visible from all distances from 50 to 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red or flashing amber light visible from a distance of 500 feet to the rear may be used in addition to but not in lieu of the red reflector.

C. No person may operate a bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle upon a roadway, pedestrian walk, or bicycle way unless it is equipped with a brake in good working condition, adequate to control the movement of and to stop the bicycle or motor bicycle whenever necessary.

D. No bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle may be equipped with nor may any person riding upon a bicycle, electric bicycle (e-bike), electric scooter, or motor bicycle use any siren or compression whistle.

SECTION 2. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-2 entitled "Rules for operation of bicycles" is hereby repealed and recreated as follows:

§ 591-2 Rules for operation of bicycles, electric bicycle (e-bike), or electric scooter~~.~~

A. No parent or guardian of any child shall authorize or knowingly permit such child to violate any of the provisions of this section.

B. In this section, "substandard width lane" means a lane that is too narrow for a bicycle, electric bicycle (e-bike), or electric scooter and a motor vehicle to travel safely side by side within the lane.

C. Special rules applicable to bicycles, electric bicycle (e-bike), and electric scooters. Whenever a bicycle, electric bicycle (e-bike), or electric scooter is operated upon a highway, bicycle lane or bicycle way, the following rules apply:

1. A person propelling a bicycle or electric bicycle (e-bike) shall not ride other than upon or astride a permanent and regular seat attached thereto.

2. Except as provided in Subsection C(3), no bicycle, electric bicycle (e-bike), or electric scooter may be used to carry or transport more persons at one time than the number for which it is designed.

3. In addition to the operator, a bicycle or electric bicycle (e-bike) otherwise designed to carry only the operator may be used to carry or transport a child seated in an auxiliary child's seat or trailer designed for attachment to a bicycle or electric bicycle (e-bike) if the seat or trailer is securely attached to the bicycle or electric bicycle (e-bike) according to the directions of the manufacturer of the seat or trailer.

4. No person operating a bicycle shall carry any package, bundle or article which prevents the operator from keeping at least one hand upon the handlebars.

5. No person riding a bicycle, electric bicycle (e-bike), or electric scooter shall attach himself or herself or his or her bicycle, electric bicycle (e-bike), or electric scooter to any vehicle upon a roadway.

6. No person may ride a moped or motor bicycle with the power unit in operation upon a bicycle way.

7. Any person operating a bicycle, electric bicycle (e-bike), or electric scooter upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand edge or curb of the unobstructed traveled roadway, including operators who are riding two or more abreast, where permitted, except:

   a. When overtaking and passing another vehicle proceeding in the same direction.

   b. When preparing for a left turn at an intersection or into a private road or driveway.

   c. When reasonably necessary to avoid unsafe conditions, including fixed or moving objects, parked or moving vehicles, pedestrians, animals, surface hazards or substandard width lanes that make it unsafe to ride along the right-hand edge or curb.

8. Notwithstanding Subsection C(7), any person operating a bicycle, electric bicycle (e-bike), or electric scooter upon a one-way highway having two or more lanes available for traffic may ride as near the left-hand edge or curb of the roadway as practicable.

9. Any person operating a bicycle, electric bicycle (e-bike), or electric scooter upon a roadway shall exercise due care when passing a standing or parked vehicle or a vehicle proceeding in the same direction, allowing a minimum of three feet between the bicycle, electric bicycle (e-bike), or electric scooter and the vehicle, and shall give an audible signal when passing a bicycle, electric bicycle (e-bike), or electric scooter rider proceeding in the same direction.

10. Persons riding bicycles, electric bicycles (e-bike), or electric scooters upon a roadway may ride two abreast if such operation does not impede the normal and reasonable movement of traffic. Bicycle, electric bicycle (e-bike), or electric scooter operators riding two abreast on a two-lane or more roadway shall ride within a single lane.

11. Persons riding a bicycle, ~~s~~ electric bicycle (e-bike), or electric scooter upon a roadway may not ride more than two abreast except upon any path, trail, lane or other way set aside for the exclusive use of bicycles, electric bicycles (e-bike), or electric scooters.

12. No person may operate a bicycle, electric bicycle (e-bike), or electric scooter upon a roadway, pedestrian walk or bicycle way where a sign is erected indicating that bicycles are prohibited.

13. Every rider of a bicycle, electric bicycle (e-bike), or electric scooter shall, upon entering on a highway, yield the right-of-way to motor vehicles.

14. Every person operating a bicycle, electric bicycle (e-bike), or electric scooter upon a bicycle or pedestrian way shall:

    a. Exercise due care and give an audible signal when passing a bicycle, electric bicycle (e-bike), or electric scooter rider or a pedestrian proceeding in the same direction.

    b. Obey each traffic signal or sign facing a roadway which runs parallel and adjacent to a bicycle way.

15. Every person operating a bicycle, electric bicycle (e-bike), or electric scooter upon a bicycle way open to two-way traffic shall ride on the right side of the bicycle way.

16. Every operator of a bicycle, electric bicycle (e-bike), or electric scooter entering a bicycle way shall yield the right-of-way to all bicycles, electric bicycles (e-bike), or electric scooters and pedestrians in the bicycle way.

17. Riders must be at least 16 years of age to operate a Class 3 electric bicycle, as per Wisconsin Statute Section 346.806(4).

D. Applicability of state law. Every person using a bicycle, electric bicycle (e-bike), or electric scooter or motor bicycle upon public roadways shall be subject to the provisions of all ordinances and state laws applicable to the operator of any vehicle, except those provisions with reference to equipment of vehicles and except those provisions which by their nature would have no application

SECTION 3. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-3 entitled "Registration of bicycles" is hereby repealed in its entirety.

SECTION 4. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-4 entitled "Damaging license tag" is hereby repealed in its entirety.

SECTION 5. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-5 entitled "Locking requirement" is hereby repealed and recreated as follows:

Every bicycle, electric bicycle (e-bike), or electric scooter in the Village which is unattended, other than on or at a private residence, shall at all times be securely locked to prevent the theft of the bicycle, electric bicycle (e-bike), or electric scooter.

SECTION 6. Chapter 591 of the Village of Fox Point Municipal Code entitled "Bicycles, Play Vehicles and Pedestrians," Section 591-6 entitled "Skateboards, roller skates and roller skis" is hereby repealed and recreated as follows:

A. No person shall ride, push or travel upon a play vehicle,[2] skateboard, roller skates, or roller skis upon the following listed premises:

1. Any Village street except while crossing a roadway at a crosswalk.

2. All off-road premises held out to the public for use of their motor vehicles, whether such premises are publicly or privately owned and whether or not a fee is charged for the use thereof.

3. Any sidewalk or pedestrian way within any shopping center in the Village.

4. All tennis courts on public property within the Village.

5. In or upon any property without the express permission of a person in authority at such place, or where the owner or person in charge of such property has posted signs thereto that operation of such is prohibited.

6. On the portion of and the pedestrian path adjacent to North Beach Drive known as Beach Drive Hill, which is located between North Lake Drive and 7619 North Beach Drive.

[2] Play Vehicle has the definition provided in Wisconsin § 340.01(43m).

B. Operators or riders of play vehicles, skateboards, roller skates, and roller skis shall yield the right-of-way to other pedestrians using pedestrian ways and shall not otherwise endanger or interfere with pedestrian traffic on those pedestrian ways.

C. This section does not apply to in-line skates as defined in § 340.01(24m), Wis. Stats.

SECTION 7. SEVERABILITY**.** The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this_____day of 2026.

Village of Fox Point

_____
Christine Symchych, Village President

ATTEST:

_____
Sara Bruckman, Village Clerk/Treasurer

milwaukee journal sentinel

PERSPECTIVES | Opinion *This piece expresses the views of its author(s), separate from those of this publication.*

A properly fitted helmet should be part of every e-bike ride | Opinion

Behind these statistics are children with broken teeth and broken bones, internal bleeding, concussions and traumatic brain injuries, requiring surgery and intensive care.

Emma Strode and Shelby Terrell Special to Milwaukee Journal Sentinel

July 7, 2026, 5:04 a.m. CT

Our team recently cared for a child who suffered a skull fracture with multiple brain bleeds after an electric scooter crash. What started as a fun afternoon with friends ended in a crowded trauma bay at Children's Wisconsin Emergency Department, where emergency medicine physicians and nurses, trauma and neurosurgeons worked together to treat a traumatic brain injury. The child was not wearing a helmet.

Unfortunately, this story isn't unique. As e-bikes and e-scooters become more common, more powerful and increasingly accessible to children, our emergency department and emergency departments across the country are seeing a growing number of serious injuries. *Higher speeds turn small mistakes into serious injuries.* Between 2017 and 2022, U.S. emergency departments treated more than 235,000 e-bike and e-scooter related injuries. This is a 30-fold increase in e-bike injuries and 7-fold increase in e-scooter injuries in just four years!

Behind these statistics are children with broken teeth and broken bones, internal bleeding, concussions, and traumatic brain injuries, requiring surgery and intensive care. As pediatric specialists, it's not uncommon for us to care for at least one child with an e-bike or e-scooter-related injury during a single emergency department shift. What makes these injuries especially difficult to witness and care for is that most could have been prevented, or their severity reduced, with simple discussions

about e-scooter and e-bike safety or even more simply, by wearing a properly rated helmet.

Simple, consistent safety practices can help protect kids

As pediatricians, it's our job to prevent injuries and create safe environments so children can grow up protected and healthy. We have seen how simple, consistent safety practices, like wearing seat belts in cars or life jackets on boats, save lives because the risk of serious injury from car accidents and drowning is too great to ignore.

Need a news break? Check out the all new PLAY hub with puzzles, games and more!

Opinion: Motorcyclists deserve right to repair what they own

Yet today, more and more children and teens are riding e-bikes and e-scooters capable of speeds up to 28 miles per hour, that mix with traffic in neighborhoods and busy roads, often without the most basic protection: a helmet. Unlike traditional bikes, e-bikes and e-scooters introduce higher speeds and greater forces in a crash. That increased speed means the potential for serious injury, especially a head injury, is significantly increased.

Research shows that wearing a helmet can reduce the risk of serious head injury by up to 60% and cut the risk of traumatic brain injury nearly in half. When the consequence of a crash can result in a life altering brain injury or even death, choosing not to wear a helmet carries risks that are simply too high.

Many parents and e-bike users may not realize that helmet recommendations surrounding e-bikes differ from those of traditional bicycles. This includes the use of a high-speed rated helmet that must meet a particular standard and contain a special label on the inside liner approved by the Consumer Product Safety Commission. Motorized bikes and scooters that go up to or even above 20 mph, which includes all three classes of e-bikes, require helmets similarly rated for motorcycles. This

knowledge gap can increase the risk of head injuries for children and adolescents involved in these crashes.

The popularity of e-bikes outpaces safe riding habits

We know that these devices have opened up new freedom and independence for kids and teens, but this popularity is outpacing safe riding habits, making it essential that safety efforts evolve just as quickly as the technology itself. This is where parents, caregivers and the broader community play a critical role. Just as we would never allow a child to ride in a car without a seat belt, we should not allow a child to ride an e-bike or e-scooter without a helmet designed for the speed and use.

Opinion: Wastewater system treatment claims are not true

A properly fitted, well-certified helmet should be a non-negotiable part of every ride. And we urge parents to talk with their pediatrician on safety expectations and ensure your kid is ready before they are allowed on an e-bike or e-scooter. Lastly, we ask parents to teach their children about road safety and enforce helmet use.

No single measure can prevent every injury, but we know from decades of public health experience that consistent safety practices save lives. Helmets are one of the simplest and most effective tools we have to protect children from devastating head injuries. Let’s commit to reinforcing expectations, supporting safety information and normalizing helmet use so that it becomes as routine as putting on a seat belt.

Dr. Emma Strode and Dr. Shelby Terrell are physicians in the Children's Wisconsin Emergency Department.

Understanding Electric Bicycles in Wisconsin



VILLAGE OF FOX POINT
POLICE DEPARTMENT

WHY THIS MATTERS



Growth of electric mobility continues across Wisconsin.



Increased crashes, injuries, and community complaints.



Important to understand the difference between legal e-bikes and unregulated electric vehicles.



Wisconsin Act 34 (2023) created clear definitions and classifications.

Wis. Stat. § 340.01 et seq.

VILLAGE OF FOX POINT
POLICE DEPARTMENT

WISCONSIN DEFINITION OF AN ELECTRIC BICYCLE

- Has fully operable pedals.
- Has an electric motor not to exceed 750 watts.
- Falls into one of three statutory classes (Class 1, 2, or 3).
- Has all rights and is subject to all duties applicable to a bicycle.



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CLASS 1 ELECTRIC BICYCLE

CLASS 1 **PEDAL ASSIST ONLY**

- Pedal assist only.
- Motor assistance ends at 20 mph.
- No throttle.
- Common for commuting and recreation.



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POLICE DEPARTMENT

Wisconsin 340.01 (15ph)(a)

CLASS 2 ELECTRIC BICYCLE

CLASS 2 THROTTLE CAPABLE

- Equipped with a throttle in addition to pedal assist.
- Motor assistance ends at 20 mph.
- Common for delivery and utility use.



VILLAGE OF FOX POINT
POLICE DEPARTMENT

Wisconsin 340.01 (15ph)(b)

CLASS 3 ELECTRIC BICYCLE

CLASS 3 **PEDAL ASSIST ONLY**

- Pedal assist only.
- Motor assistance ends at 28 mph.
- Speedometer required.
- Operators must be at least 16 years old.



VILLAGE OF FOX POINT
POLICE DEPARTMENT

Wisconsin 340.01 (15ph)(c)

ELECTRIC BICYCLE CLASS COMPARISON

FEATURE	CLASS 1	CLASS 2	CLASS 3
Pedal Assist	✓	✓	✓
Throttle	No	Yes	No
Max Assisted Speed	20 mph	20 mph	28 mph
Speedometer Required	No	No	Yes
Minimum Operator Age	None	None	16 years

EQUIPMENT REQUIREMENTS FOR ELECTRIC BICYCLES

- Manufacturer label with classification (Class 1, 2, or 3).
- Front white light visible from 500 feet.
- Rear red reflector visible from 600 feet.
- Pedals must be operable.
- Motor must stop assisting when brakes are applied or when pedaling stops.
- Class 3 requires a speedometer.







Wis. Stat. § 347.489

VILLAGE OF FOX POINT
POLICE DEPARTMENT

WHAT IS NOT A LEGAL WISCONSIN ELECTRIC BICYCLE?

- Electric motorcycles (Sur-Ron, Talaria, etc.).
- Modified e-bikes that exceed statutory limits.
- Vehicles with a motor greater than 750 watts.
- Vehicles capable of motor assistance above statutory speed limits.
- Vehicles without operable pedals.



These are generally considered motor vehicles and must be registered, titled, and operated in accordance with state law.

VILLAGE OF FOX POINT
POLICE DEPARTMENT

EXAMPLES OF PROHIBITED OR MISREPRESENTED VEHICLES



SUR-RON
Light Bee X



TALARIA
Sting R MX4



E RIDE PRO
SS 3.0



Invanti EB16

VILLAGE OF FOX POINT
POLICE DEPARTMENT

ELECTRIC SCOOTERS

- Defined separately from electric bicycles.
- Designed to be stood or sat upon and propelled by an electric motor.
- Maximum speed of 20 mph.
- Weigh less than 100 pounds.
- Have handlebars.
- Not an electric bicycle.



VILLAGE OF FOX POINT
POLICE DEPARTMENT

340.01(15ps)

ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES (EPMD)



- Self-balancing device.
- Two wheels in contact with the ground.
- Controlled by the operator leaning or similar means.
- Maximum speed of 15 mph.
- Not an electric bicycle.

VILLAGE OF FOX POINT
POLICE DEPARTMENT

340.01(15pm)

PLAY VEHICLES

Examples of vehicles designed for recreation and play


SKATEBOARD


ROLLER SKATES


GO KART


UNICYCLE


RIDE-ON TOY VEHICLE


SLED

VILLAGE OF FOX POINT
POLICE DEPARTMENT

Education and Enforcement

- All Stormonth students participate in bicycle safety education
- Officers are currently providing education and information during community engagement
- Officers are currently issuing citations for state statute violations

VILLAGE OF FOX POINT
POLICE DEPARTMENT

Next Steps

- Ordinance adoption will provide a different enforcement tool to officers
- Continued education to youth and adults at community engagement events
- Enforcement of violations
- Outreach through schools and community publications.

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POLICE DEPARTMENT

Resources

- https://wisconsindot.gov/Pages/dmv/motorcycles/mc-how-aply/cycle.aspx
- https://wisconsinbikefed.org/e-bike-resources/

VILLAGE OF FOX POINT
POLICE DEPARTMENT

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Consideration of the Repeal and Replacement of Chapter 756 Concerning Building Construction. (Pg.184-241)

Overview
The Village Code is not fully in compliance with applicable State laws and regulations as Wisconsin Statute Section 66.0109 states that municipalities must comply with the Uniform Dwelling Code.

Background
In order to comply with State laws and regulations, and to provide plan review through E-Plan Exam, the Village must update its Building Code.

Request

Recommendation
Staff recommends that the Village Board adopt an Ordinance for the repeal and replacement of Chapter 756.

Attachments
1. AN ORDINANCE TO REPEAL AND CREATE CHAPTER 756 OF THE VILLAGE OF FOX POINT MUNICIPAL CODE CONCERNING BUILDING CONSTRUCTION revised 6.8.26

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. ____

AN ORDINANCE TO REPEAL AND CREATE CHAPTER 756 OF THE VILLAGE OF FOX POINT MUNICIPAL CODE CONCERNING BUILDING CONSTRUCTION

WHEREAS, the Village Board finds that it is in the best interest of the health, general welfare, and safety of the Village of Fox Point to recreate the Village's Building Code to align with state law, including but not limited to, Wisconsin Chapter 101 and Wisconsin Administrative Codes SPS 305, 316 and 324.

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

SECTION 1. Chapter 756 of the Village of Fox Point Municipal Code entitled "Building Construction," is hereby repealed and recreated as follows:

CHAPTER 276 BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

§ 756-1. Penalty.

Any person who shall violate any provision of this chapter or any order, rule or regulation issued under this chapter shall be subject to a penalty as provided in section 1-4 of the Village Code.

§ 756-2. Construction Standards.

A. *Portions of state code adopted.* The following provisions, so far as applicable, are adopted by reference and made a part of this section. A violation of any of the provisions thereof shall constitute a violation of this section. Department of safety and professional services (SPS).

(1) Uniform Dwelling Code: Wis. Adm. Code chs. SPS 320-325 including Chapter SPS 325 Appendix A, B and C are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this chapter.

(2) Commercial Building Code, Wis. Adm. Code chs. SPS 361—366 including Chapter SPS 366 Appendix A and B are hereby adopted and made a part of this chapter with respect to those classes of buildings to which this Building Code specifically applies.

(3) Rental unit energy efficiency, Wis. Adm. Code ch. SPS 367 are hereby adopted and by reference made a part of this chapter as if fully set forth herein.

(4) Buildings Constructed Prior to 1914, Wis. Adm. Code ch. SPS 375—379 are hereby adopted and by reference made a part of this chapter as if fully set forth herein.

(5) Camping Units as governed under Wis. Adm. Code ch. SPS 327 are hereby adopted and by reference made a part of this chapter as if fully set forth herein.

B. *Dwelling defined.* The term "dwelling," as used in this section, includes every building occupied exclusively as a residence by not more than two families.

C. *Sidewalk installation.* The construction of a new home or business shall require the developer or owner of record of the property during development and/or construction to install, at his expense, a Village approved sidewalk. Final occupancy permits shall not be issued until the sidewalk is installed defect free, unless weather does not allow installation until the spring, in which case, the sidewalk shall be installed by June 15th the following year. The director of planning and development or their designee may also, at its own discretion, delay indefinitely such sidewalk installation for its own street planning and design purposes. Delay for any purpose or reason will require prior to the issuance of an occupancy permit a fee paid by the developer/owner to the Village equal to the value of the required sidewalk installation as determined by the Village based on current construction standards and costs. This fee will be refunded to the developer/owner upon his successful completion of the sidewalk as determined by the Village, or retained by the Village if sidewalk is completed by the Village .

§ 756-3. Permit required.

No building or any part thereof shall be erected within the Village or ground broken for such building except as provided in this chapter, until a permit therefor shall first have been obtained from the building inspector by the owner or his authorized agent. The term "building," as used in this section, shall include any building or structure, and any enlargement, alteration, heating or ventilating installation, moving or demolishing or anything affecting the fire hazards or safety of any building or structure.

§ 756-4. Building permit fees.

The fees for building permits shall be adopted by resolution by the Village Board.

§ 756-5. Sump pump and drain tile.

As a condition for approval of preliminary plats or issuance of a building permit, the building inspector in the case of building permits, and the Village Board in the case of preliminary plats, shall require sump pumps or drainage tile to be installed in the following manner:

(1) Perimeter footing drain tile or tube connected to a finished sump hole. Sump pump to be determined by building inspector.

(2) An approved system of drainage tile in a drainage field approved by the plumbing inspector.

(3) Appropriate plumbing from the sump hole to the outside of the building.

(4) All other conditions as identified in Section 825-11 of the Village of Fox Point Municipal Code.

§ 756-6. Application for building permit.

Application for a building permit shall be made in writing upon a form furnished by the building inspector and shall state the name and address of the owner of the land, and also the owner of the building if different, and the legal description of the land upon which the building is to be located and shall contain such other information as the building inspector may require for effective enforcement of this chapter.

§ 756-7. Plans.

With an application for a permit, there shall be submitted two complete sets of plans and specifications, including a plot plan showing:

- The location and dimensions of all buildings and improvements on the lot, both existing and proposed
- Dimensions of the lot and all building setbacks
- Proposed grade of the structure (to Village datum), grade of the lot and abutting street
- Grade and setback of adjacent buildings (if adjacent lot is vacant, submit elevation of nearest buildings on the same side of the street)
- Type of monuments at each corner of the lot
- Any watercourses, existing drainage ditches, easements, or other property restrictions
- Seal and signature of the surveyor or a certificate signed by the applicant
- A construction site erosion control plan detailing proposed information and procedures for managing soil erosion, surface water runoff, and sediment disposition

Plans, specifications, and plot plans shall be drawn to a minimum scale of 1/4 inch = 1 foot (fireplace details to 3/4 inch = 1 foot). One approved set shall be returned to the applicant; the second shall be filed with the Village Building Inspector.

Plans for buildings subject to the Wisconsin Commercial Building Code shall bear the approval stamp of either the Wisconsin Department of Safety and Professional Services (DSPS) or the Village's Delegated Agent plan review consultant (for commercial buildings only). After electronic approval, one hard copy of the approved and stamped plan shall be submitted to the Village for permanent records prior to permit issuance.

All plans and specifications shall be signed by the designer. Plans for all new one- and two-family dwellings shall comply with § SPS 320.09(4), Wis. Adm. Code. A plan review fee shall be required for all plan submissions under this section. All plan review fees shall be paid in accordance with the Village of Fox Point's adopted fee schedule.

(1) Commercial Plan Review Responsibilities
The Village of Fox Point has adopted Delegated Agent Municipality status under SPS 361.60 and SPS 382 of the Wisconsin Administrative Code, exclusively for commercial plan review purposes. The review and approval of one- and two-family dwellings (UDC) remains solely with the Village of Fox Point.

a) Responsibilities

As part of this delegation, the Village shall assume the following responsibilities on behalf of the Department of Safety and Professional Services (DSPS):

1. Provide inspection of commercial buildings using certified commercial building inspectors.
2. Provide plan examination of commercial buildings using certified commercial building inspectors, performed by the Village's designated plan review consultant.

b) Plan Examination Scope

Drawings, specifications, and calculations for all commercial buildings and structures, regardless of size, located within the Village limits shall be submitted for plan review if the project involves any of the following:

1. Construction of a new building or structure.
2. An addition to a building, structure, or building system such as a fire alarm, sprinkler, plumbing, or HVAC system.
3. An alteration to an existing building or building system, including the replacement of equipment or fixtures within those systems.
4. A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project, type of project, or components thereof. In such cases, plans and specifications shall be submitted to the Department of Safety and Professional Services (DSPS) for review and approval.
5. The Department may waive its jurisdiction for the plan review of a specific project, where agreed to by the Village of Fox Point, in which case plans and specifications shall be submitted to the Village for review and approval.

c) Plan Submission Procedures

For all applicable commercial buildings, structures, additions, and alterations, applicants shall submit:

1. A Village building permit application
2. An application for plan review using the appropriate State of Wisconsin form (or municipal equivalent), based on the trade being reviewed
    - Fees per the Village's adopted municipal fee schedule
    - Fees apply to all commercial projects
3. One complete electronic set of signed and sealed plans in compliance with SPS 361.31 or SPS 382, including:
    - One set of specifications
    - Component and system plans
    - Calculations showing code compliance
    - Any other trade-specific and/or project-specific application forms, supplemental information, reports, or other supporting documentation (i.e. Soil report, Energy Conservation Compliance, Grade Plane Work Sheets, etc.)
4. One hard copy of the approved and stamped plans must be submitted to the Village , bearing the official approval stamp of either the Department of Safety and Professional Services (DSPS) or the Village's delegated plan review consultant, prior to permit issuance.

§ 756-8. Waiver of plans.

If the building inspector finds that the character of the work is sufficiently described in the building permit application, he may waive the filing of plans for alterations, repairs or moving, provided the cost of such work does not exceed $2,000.00.

§ 756-9. Approval of plans; issuance of building permit.

(a) If the building inspector determines that the proposed building will comply in every respect with all ordinances of the Village and all applicable laws and orders of the state, he shall officially approve and stamp one set of the plans and return it to the owner, and shall issue a building permit therefor which shall be kept and displayed at the site of the proposed building. After being approved, the plans and specifications shall not be altered in any respect which involves any of the ordinances, laws and orders referred to in this subsection, or which involves the safety of the building or occupants, except with the written consent of the building inspector.

(b) The building inspector shall not issue a permit, including, but not limited to, building, plumbing, electrical, heating and sign, to any person who has any kind of delinquent financial claim outstanding to the Village, including, without limitation due to enumeration in this subsection, unpaid taxes, assessments, delinquent municipal utility charges or unpaid ordinance violation convictions.

(c) Repairs ordered by the building inspector will be an exception to subsection (b) of this section.

(d) The building inspector shall not issue an occupancy permit for any new construction (i.e., commercial building, multifamily building or single-family home, etc.) on a lot in a new subdivision in which curb and gutter and, at a minimum, the binder coat of bituminous concrete is not in place or conditions that are acceptable for the passage of emergency vehicles as determined by the building inspector.

§ 756-10. Minor repairs.

The building inspector may authorize minor repairs or alterations valued at less than $300.00 which change the occupancy, area, structural strength, fire protection, exits, light or ventilation of the building without issuing a building permit.

§ 756-11. Inspection of work.

The builder shall notify the building inspector when ready and the building inspector shall inspect all buildings upon completion of the foundation forms, or before the foundation is laid, and again when ready for drywalling or lath and plaster or before paneling is applied. After completion, he shall make a final inspection of all new buildings and alterations. There shall be no occupancy of new construction until the building inspector has certified that the construction has been completed and is fit for occupancy and use.

§ 756-12. Fire detection devices.

(a) Each unit shall have installed in each hallway, and in each basement of every residential building containing four dwelling units or more in an approved location per Wis. Adm. Code ch. SPS 314, an approved smoke or ionization fire detection device which may be operated by a battery or electricity.

(b) All fire protection devices shall be maintained in working order at all times by the owner of the structure, and the fire inspector is authorized to enter upon the premises where the fire protection devices are installed at all reasonable times to make tests in order to determine their workability and efficiency.

Cross reference(s)—Fire prevention and protection, ch. 781.

§ 756-13. Fire extinguishers.

(a) *Where required.* In all structures containing four or more dwelling units, a Wis. Adm. Code ch. SPS 314 approved fire extinguisher shall be installed in an accessible location in each first floor hallway and in the principal hallway of each floor of the building or structure; or, each unit shall contain a Wis. Adm. Code ch. SPS 314 approved fire extinguisher.

(b) *Maintenance.* All fire extinguishers required shall be maintained in working order by the owner of the structure and the fire inspector is authorized to enter upon the premises at all reasonable times to make tests in order to determine their workability and efficiency. Annual certifications by approved sources may be substituted for annual inspections by the fire department. Proof of proper maintenance must be furnished upon request by the Village.

(c) *Inspection fees.* Inspection by the fire department will be done for a minimum fee set by the Village Board. There will be a fee set by the Village Board for each additional fire extinguisher inspected at each location.

(d) *Penalty.* Whoever shall violate any of the provisions of this section shall be subject to a penalty as prescribed by section 1-4.

Cross reference(s)—Fire prevention and protection, ch. 781.

§ 756-14. Unsafe buildings.

Whenever the building inspector finds any building or part thereof within the Village to be in his judgment so old, dilapidated or so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation, occupancy or use, and so that it would be unreasonable to repair the building, the building inspector shall order the owner to raze and remove at the owner's option. Such order and proceedings shall be as provided in Wis. Stats. § 66.0413(1)(i).

~~ARTICLE II. ELECTRICAL~~

Commented [EL1]: Removed Article II since Chapter 770 of the Village Code already regulates electrical matters.

~~**§ 756-15. State electrical code adopted.**~~

~~Wis. Stats. § 101.86, Wis. Adm. Code chs. SPS 305, and 316, and 324, electric code, are adopted and made a part of this section with the same force and effect as if set out in this section in full, and failure to comply with any of these provisions shall constitute a violation of this section.~~

~~(1) The provisions of Wis. Admin. Code ch. SPS 324 are hereby adopted by reference and made a part of this chapter and shall apply to the construction and inspection of new one- and two-family dwellings and additions or modifications to existing one- and two-family dwellings.~~

~~(2) Subject to the exceptions set forth in this chapter, the Electrical Code, Wis. Admin. Code ch. SPS 316, is hereby adopted by reference and made a part of this chapter and shall apply to all buildings, except those covered in subsection (1) of this section. Any further amendments, revisions and modifications of said Wisconsin Statutes and Administrative Code herein are intended to be made part of this chapter.~~

§ 756-16. Electrical inspector.

(a) There is created the office of electrical inspector. The person chosen to fill the office of electrical inspector shall have such qualifications as set up by the Village Board.

(b) The electrical inspector shall be appointed by the mayor and confirmed by the Village Board. The electrical inspector shall be appointed for a term of one year from May 1.

(c) The electrical inspector shall enforce the provisions of this article and keep records of all permits issued and inspections made and all other official work performed under this article.

(d) The electrical inspector may appoint, subject to the approval of the administration, deputies vested with the authority of the electrical inspector.

(e) The electrical inspector or his assistants may, during reasonable hours, enter any public or private building or premises in the discharge of their official duties.

(f) The electrical inspector may discontinue all electrical currents to any equipment which is found to be in an unsafe condition, and may discontinue electrical service in case of emergency where such electrical currents are dangerous to life, property or interfere with the work of the fire department. No person shall reconnect any equipment thus discontinued, until written permission is given by the electrical inspector.

(g) The electrical inspector or his deputy may periodically inspect all the electrical installations and apparatus in any factory, commercial building, mill or shop within the Village , and when such installation or apparatus is found to be defective, not in compliance with this article or in dangerous condition, the electrical inspector shall notify the person owning, using, operating or installing the installation or apparatus to place them in a safe condition and in compliance, within 15 days. Any noncompliance shall be subject to the penalties provided in this chapter. Inspections may be made after a tenant moves from a property and all electrical wiring approved before another occupancy.

(h) The electrical inspector shall not issue any license or permit to any person who has any kind of delinquent financial claim outstanding to the Village , including, without limitation due to enumeration in this subsection, unpaid taxes, assessments, delinquent municipal utility charges or unpaid ordinance violation convictions.

(i) The exception to subsection (h) of this section is repairs ordered by the electrical inspector.

§ 756-17. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice electrician means any person who submits evidence of enrollment in a state approved indentured apprenticeship program who shall be considered a certified beginner electrician in accordance with the provisions of this article. As in the case of indentured apprentices serving under the continuous and personal supervision of and being directly responsible to a certified journeyman, certified master electrician or a licensed electrical contractor who shall be constantly on the premises where an apprentice is performing such electrical construction.

Certified beginner electrician means any person certified by the state as a beginner electrician and meets the requirement of Wis. Adm. Code. Comm. Certified beginner electricians shall provide the Village electrical inspector proof of continuing education each year

prior to June 1. The required continuing education shall be six hours each year. In no case shall a certified beginner electrician do electric work in the Village unless under the direct constant supervision of a certified journeyman, certified master electrician or a licensed electrical contractor who shall be responsible in accordance with the provisions of this article.

Certified electrical contractor means any person certified by the state as an electrical contractor and meets the requirements of Wis. Adm. Code. Comm.

Certified journeyman electrician means any person certified by the state as a journeyman electrician and meets the qualifications described in Wis. Adm. Code. Comm. In no case shall a certified journeyman electrician do electric work in the Village unless under the supervision of a licensed electrical contractor who shall be responsible in accordance with the provisions of this article. A certified journeyman, licensed electrical contractor or state certified master electrician shall be constantly on the premises where an indentured apprentice or certified beginner electrician is conducting electrical construction.

Certified master electrician means any person certified by the state as a master electrician and meets the qualifications described in Wis. Adm. Code. Comm.

Continuing education means, but shall be limited to the electrical industry and a required minimum of six hours per year. Evidence of continuing education shall be submitted to the electrical inspector prior to June 1 of each calendar year. Electricians that are required to attend continuing education to renew in the state certification program are not required to file with the Village evidence of education.

Electrical contractor restricted means any person certified by the state as an electrical contractor restricted and meets the requirements of Wis. Adm. Code. Comm. Electrical contractor restricted shall provide the Village electrical inspector proof of continuing education each year prior to June 1. The required continuing education shall be six hours each year. All electricians currently licensed as either journeymen or contractors by the Village prior to September 1, 1996, shall be allowed to apply to the state for this electrical contractor restricted certification and apply for the Village's electrical contractor's license.

Electrical work means the installation, supervision or inspection of electrical wiring and equipment for the production, electrical construction, modification, regulation, control, distribution, utilization or safeguarding of electrical energy for mechanical, chemical, heating, lighting or similar purposes.

Licensed electrical contractor means any person skilled in the installation, planning, supervision or inspection of electrical wiring and equipment and who is certified by the state as a master electrician, electrical contractor restricted or an electrical contractor as defined in Wis. Adm. Code. Comm. ch. 5 or other applicable chapters having obtained from the Village clerk an electrical contractor's license and meets the provisions of this article.

§ 756-18. Electrical certification.

Certification required. No person shall supervise, inspect, alter, install or repair electrical wires and apparatus for the utilization of electrical current for heat, light or power in the Village, except in the usual operations of the public utility company, without first having procured an electrical certification from the state as provided in this article, except that owner occupied structures may install or repair electrical wiring as allowed by Wisconsin Statutes.

§ 756-19. Electrical permits.

(a) *Issuance of permits.* The electrical inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper applications, which shall be made on forms furnished by the electrical inspector and shall prescribe the nature of the work as well as such other information as may be required for inspection. Permits shall be issued only to licensed electrical contractors or an owner of an owner occupied unit (UDC dwelling). In no case shall any electrical construction be done, unless the permit has been obtained, except as provided in subsection (b) of this section. A permit shall be required for electrical construction in those facilities for which no license or certification is required. Owner occupant of the property shall be allowed only to install branch circuits in compliance to applicable codes.

(b) *Exemptions.*

(1) No permit shall be required for the usual operation of the local utility company or the Village.

(2) No certification or license shall be required for an assembled machine installation and repairs made necessary for the proper maintenance or correction of an existing installation except for the actual power hookup to the power source.

(3) No certification or licensing shall be required for power feed wiring pertaining to equipment for industrial plants employing more than 50 employees in the Village.

(c) *Permit fees.* Fees for permits for electrical installation shall be as follows:

(1) The minimum fee for any permit shall be as set by the Village Board ; for all work over an amount set by Village Board, the fee shall be as follows:

Permit fee. Approved by resolution and adjusted yearly by C.P.U.

(2) Fees may be assessed where additional inspections for defective, incomplete, or non-compliant for electrical work.

(3) All permit fees shall be paid to the Village treasurer and credited to the general Village fund, and no permit shall be issued or held valid unless approved by the electrical inspector and fee paid to the Village treasurer in the amount required for such permit.

(4) Permits shall be obtained before electrical work has been started, except in emergencies, and then only after notifying the electrical inspector verbally or in writing, not later than the next working day, the total fees for such permit shall be double the regular fee provided for in this section.

(5) No additional permits can be issued unless all lawful orders of the electrical inspector shall have been complied with.

(d) *Temporary electrical construction.* Temporary electric work shall comply with all state and local codes.

(e) *Emergency electrical work.* Emergency electric work shall comply with all state and local codes.

§ 756-20. Electrical inspection.

Upon the completion of the wiring of any buildings or before any wiring is hidden from view, the person performing the work shall notify the electrical inspector within 48 hours of the time

such notice is received, unless previous arrangements are made with the electrical inspector. Concealment of electrical work before inspection or failure to comply with the orders of the electrical inspector shall constitute a violation. The owner shall furnish a ladder on the premises to the electrical inspector.

§ 756-21. Materials and fittings.

Approved material and fittings. All material and appliances used or designated to be used in connection with the utilization of electricity for light, heat or power must be listed for the use.

ARTICLE III. PLUMBING[1]

Commented [EL2]: Removed Article III as Chapter 825 of the Village Code already regulates Plumbing.

§ 756-22. State plumbing code adopted.

The state plumbing code, Wis. Adm. Code chs. SPS 381—384 and Wis. Stats. ch. 145 are hereby made a part of this chapter by reference and shall extend over and govern the installation of all plumbing installed, altered or repaired in the Village. Such code and rules and regulations adopted by the utility director or the Village Board shall apply to all plumbing and drainage in the Village.

§ 756-23. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Plumbing means:

(1) All piping, fixtures, appliances and appurtenances in connection with the water supply and drainage systems within a building and to a point from three feet to five feet outside the building.

(2) The construction and connection of any drain or waste pipe carrying domestic sewage from a point within three feet to five feet outside the foundation walls of any building with the wastewater and sanitary sewer service lateral at the curb or other disposal, terminal, including private domestic sewage treatment and disposal systems and the alteration of any such system, drain or waste pipe, except minor repairs to faucets, valves, pipes, appliances and removing of stoppages.

(3) The water service piping from a building to the mains in the street, alley or other terminal and the connecting of domestic hot water storage tanks, water softeners and heaters with the water supply system.

(4) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement and to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals or retard the discharge from plumbing fixtures or permit wastewater and sanitary sewer air to escape into the building.

[1]Cross reference(s)—Plumbing, ch. 825.

§ 756-24. Plumbing inspector.

(a) *Appointment.* The director of utilities, or such other person or official as the Village Board may designate, shall act as plumbing inspector under the direction of the board of public works.

(b) *Records and reports.*

(1) The plumbing inspector shall prepare suitable forms for applications and permits required, keep in his office a proper daily record of all transactions of his office and file a monthly and yearly report covering these transactions with the Village Board.

(2) The yearly report shall cover the period closing December 31 and be filed on or before April 1 next thereafter. The yearly report shall show the total amount of fees earned and a summary of the work of the plumbing inspector's office during this period.

§ 756-25. Permits.

(a) No plumbing shall be done in the Village except in case of repairing leaks or stoppages or work done by or under contract with the Village without a permit being first issued therefor by the plumbing inspector and the paying of the proper fees as required in this article. The applicant for a plumbing permit shall file with the plumbing inspector, when necessary, a plan and application showing in detail the work to be done. Before the plumbing inspector shall issue such permit, he shall approve the application filed with him and issue to the applicant a statement showing the fees to be paid for such permit. This statement shall be filed with the Village treasurer and the fees therein indicated paid to the Village treasurer who shall issue a receipt therefor. Upon presentation to the plumbing inspector of the receipt of the Village treasurer showing the payment of all legal fees, the plumbing inspector shall issue the permit for the work set forth in the application.

(b) The plumbing inspector shall not issue a plumbing permit to any person who has any kind of delinquent financial claim outstanding to the Village, including, without limitation due to enumeration in this subsection, unpaid taxes, assessments, delinquent municipal utility charges or unpaid ordinance violation convictions.

(c) The exception to subsection (b) of this section is repairs ordered by the plumbing inspector.

§ 756-26. Plumber's licenses.

No person shall engage in the business of plumbing or perform such work within the Village unless licensed by the State Department of Safety and Professional Services; except that any person may do repairs and replacements of plumbing fixtures, not including water softeners and water heaters, or remove stoppages in waste pipes or repair valves, in a single-family building owned and occupied by such person.

§ 756-27. Report of existing unsanitary installation.

Whenever it shall be reported to the health officer by the plumbing inspector that the plumbing in any building is contrary to ordinance or is of faulty construction and liable to breed disease or sickness or is a menace to health, or when upon complaint made to the health officer by any person that the plumbing in any building is defective as aforesaid, such officer shall direct the plumbing inspector to examine all the plumbing in such building and report his findings, in writing, to the health officer suggesting such changes as are necessary to put the

plumbing in proper sanitary condition. The health officer thereupon shall direct such changes to be made as he deems necessary and fix the time for doing such changes.

§ 756-28. Authority to enter premises.

The plumbing inspector may, at all reasonable times for any proper purpose, enter upon the private or public premises and make inspection thereof and may require of any person doing plumbing or drainlaying work the production of the license and permit therefor. No person shall obstruct any lawful exercise of authority by the plumbing inspector.

§ 756-29. Notice for inspection.

(a) Whenever any work is ready for inspection, the plumbing inspector shall be notified by the plumber in charge or the person receiving the permit specifying by the plan or permit number the work which is being done. The plumbing inspector shall notify the plumber in charge or the owner of the property at what time the inspection will be made and shall proceed at that time to make the inspection. Unless otherwise especially permitted by the plumbing inspector, all work shall be left uncovered for examination until examined and approved by the plumbing inspector.

(b) The plumber in charge or the owner shall make such arrangements as will enable the plumbing inspector to reach all parts of the building readily and shall have present the proper apparatus and appliances for making the tests as required by the plumbing inspector.

§ 756-30. Replacing street surface.

When opening any street surface or other public way all material for paving or ballasting shall be removed with the least possible loss of surfacing material and, together with the excavated material from the trenches or otherwise, shall be placed where it will cause the least inconvenience to the public, and all such materials shall be so placed that they will admit free passage of water along the gutters. As little as possible of the trench must be dug until the slant or junction piece to the wastewater and sanitary sewer is found. The backfilling shall be puddled and the paving and ballast shall be replaced in as nearly the original condition as possible and to the satisfaction of the street commissioner. When the sides of the trench will not stand perpendicular, sheathing and braces shall be used to prevent caving. When caving occurs, all the street surface thus disturbed shall be restored in the same careful manner as though it were an excavation or a trench.

§ 756-31. Backfilling.

(a) Backfilling must be made with due care in a workmanlike manner according to approved standards and methods to prevent the settling of the drain or wastewater and sanitary sewer. Backfill of all trenches for wastewater and sanitary sewer, water, gas or other excavations between the curbline and lot line or other places designated by the street commissioner shall be of gravel material.

(b) Whenever excavated material is used for backfilling, there shall be replaced into the excavation the original local earth omitting large boulders, timbers, ashes, slag, refuse, broken pavement or other materials encountered which will not make a satisfactory backfill.

(c) In backfilling, the earth or gravel shall be kept at the same height on both sides of the pipe; in throwing earth or gravel from the top of the trench, great care must be taken not to

disturb the pipes by walking on them or by the sides of the trench caving before a covering of at least two feet of earth has been placed by hand over the top of the pipe. All filling, whether earth or gravel, shall be thoroughly compacted by flushing as directed by the street commissioner. Enough material may be heaped on top of the trench to allow for settlement, but any depression permitted to remain after settling shall constitute a nuisance. In street excavations, the roadway shall be made passable for travel.

§ 756-32. Protection of the public.

Every plumber shall enclose each opening which he may make in the streets or public ways with sufficient barriers. Red lights shall be kept burning from sunset to sunrise, one red light to be placed at each end of openings in streets and the other lights to be placed at intervals of ten feet. All necessary precautions shall be taken to guard the public effectually from accidents or damage to persons or property from the beginning to end of the work. Plumbers will be held liable for all damages including costs incurred by the Village in defending any action brought against it for damages and costs of an appeal that may result from the neglect of his employees or himself of any necessary precaution against injury or damage to person or property.

§ 756-33. Record of drain junctions.

The plumbing inspector shall keep a record of all wastewater and sanitary sewer connections and make maps showing locations of such connections, position of all house drains, connections, junctions and other data necessary for the efficient services of his department.

§ 756-34. Location of drain junctions.

(a) No person except a licensed plumber shall tap or make connections with the general sewerage system or any part thereof.

(b) Such information as the plumbing inspector may have with regard to the location of wastewater and sanitary sewer junction or slants will be furnished to plumbers, the Village assuming no risk as to the accuracy of the information. When in accordance with the measurements furnished by the plumbing inspector the junction is not found, a slant connection and one-eighth bend shall be used and such connection shall be made under the directions of the plumbing inspector.

§ 756-35. Drain for each building.

(a) Whenever practicable, the sewerage and drainage system of every house or building in the Village shall be separately and independently connected with the street and wastewater and sanitary sewer, except where a building stands in the rear of another on the same lot, the house drain from the building may be extended to the rear building, private garage, or barn and the whole will be considered as one house drain.

(b) No connection of a building drain shall be made to any wastewater and sanitary sewer unless it is protected with a backwater valve as specified in Wis. Adm. Code. Comm. § 82.30(11)(b)2.

~~**§ 756-36. Quality and weight of materials.**~~

~~The drain pipe extending from the main wastewater and sanitary sewer to within three to five feet of the outside wall of residences of not more than two stories shall be constructed of six-inch vitrified clay pipe or five-inch standard iron pipe. In all other cases, drains extending from the main wastewater and sanitary sewer to the outside or to the area wall must be constructed of six-inch vitrified clay pipe or six-inch standard or extra heavy iron pipe.~~

~~**§ 756-37. Defective or inferior pipe prohibited.**~~

~~No person shall lay and connect with any public wastewater and sanitary sewer a pipe that is cracked, damaged or of inferior make or quality. Should any property owner or agent thereof furnish pipe of an inferior make or quality for laying the pipe to connect with a public wastewater and sanitary sewer, the plumber shall refuse to lay and connect with the pipe and immediately shall notify the plumbing inspector of all the circumstances connected therewith in writing.~~

~~**§ 756-38. Sizes and grade of drains.**~~

~~All drains outside of a building from wastewater and sanitary sewer to lot line and designed to receive solid substances must be at least five inches in diameter and must have a grade of one-quarter inch or more per foot if possible. In no case shall the grade be less than one-eighth inch per foot, provided underground house drains for residences or other small buildings, if not more than two stories in height, may from the lot line be made of four-inch cast iron pipe.~~

~~**§ 756-39. Additional grade permitted.**~~

~~Where the main wastewater and sanitary sewer in the street has sufficient depth or where a lot is three feet or more above grade line, the drain between the curbline and lot line may receive such greater inclination as in the judgment of the plumbing inspector may be deemed necessary.~~

~~**§ 756-40. Drains' ends and connections guarded.**~~

~~The ends of all wastewater and sanitary sewer and drain pipes not immediately connected shall be securely closed to prevent the introduction of sand or earth. Where the end of the wastewater and sanitary sewer or drain pipe is connected with a temporary catchbasin for draining a foundation during the erection of any buildings, or for other purposes, the drainlayer shall guard the drain pipe against the introduction therein of sand or earth.~~

~~**§ 756-41. Construction of joints.**~~

~~All joints of wastewater and sanitary sewer and drain pipes must be pointed carefully on the outside and the pipe left clean and smooth on the inside by drawing through it a swab or scraper. Along the entire length of the drain or wastewater and sanitary sewer, the joints must be securely and completely bedded and covered in good, quick-setting cement to prevent the escape of water, sewage or air. The mortar shall consist of one part cement and two parts clean sharp sand which are to be mixed dry and wetted only in small quantities as used. The use of tempered cement in any case is prohibited.~~

§ 756-42. Change of direction and alignment.

All wastewater and sanitary sewer and drain pipes are to be laid carefully in a trench with perfect alignment where the bottom is trimmed to a perfect grade. Any deviation or change of direction from a straight run must be made by the use of proper curves and Y's. No wastewater and sanitary sewer or drain pipes shall be clipped where proper fittings can be used for a change of direction.

§ 756-43. Catchbasins and receptacles.

All wastewater and sanitary sewer and drain pipes that must be left open to drain cellars, areas, yards, gardens or other places must be connected with suitable catchbasins of brick, vitrified cement pipe, concrete or other suitable substances, the bottom of which must not be less than 2½ feet below the bottom of the outlet pipe. Every such catchbasin or receptacle must be placed inside the lot line of the lot to be drained and be properly trapped.

§ 756-44. Old pipe or drain.

Whenever necessary to disturb a drain or wastewater and sanitary sewer in actual use, the drain or wastewater and sanitary sewer shall not be obstructed or disconnected without special permission of the plumbing inspector and it shall be unlawful to make any new connections with or extensions to any old drain without permission of the plumbing inspector.

§ 756-45. Drain when constructed.

Where the courses of any wastewater and sanitary sewer or drain are obstructed by water, gas, steam or other pipes or conduits, the question of passing over or under such obstruction of or the raising or lowering thereof to permit the construction and installation of the wastewater and sanitary sewer or drain shall be determined by the plumbing inspector.

§ 756-46. Permit to connect during freezing weather.

No openings in the streets for making connection with a main wastewater and sanitary sewer will be permitted when the ground is frozen, except when in the judgment of the plumbing inspector, such connection is absolutely necessary, and if such permission is granted the work shall be done as directed by the granting of such permit.

§ 756-47. Protect pipes against frost, injury or settling.

All water, wastewater and sanitary sewer, drain, gas conduits or other piping must be protected from injury, frost or settling to the satisfaction of the plumbing inspector.

§ 756-48. Protect wastewater and sanitary sewers and drains.

No person shall permit any earth, sand or other solid material to enter into any main wastewater and sanitary sewer during the progress of any work in laying drains or wastewater and sanitary sewers, making alterations, extensions or repairs to the drains or wastewater and sanitary sewers, or in connecting such drains or wastewater and sanitary sewers with the main wastewater and sanitary sewers of the Village.

§ 756-49. Drains conveying industrial waste.

No person shall connect any factory, brewery, distillery, stockyard, slaughterhouse, tannery or other building or establishment by any drain or wastewater and sanitary sewer with the main wastewater and sanitary sewer through which it is intended or designed to discharge any offal, garbage, filth or other solid refuse, or through which substances may be discharged into the main wastewater and sanitary sewer unless such installations are provided with an adequate intercepting appliance.

§ 756-50. Drains discharging obnoxious liquids.

No person shall connect any premises with any drain or wastewater and sanitary sewer entering into any main wastewater and sanitary sewer through which any obnoxious, explosive or odorous or unhealthful liquids or substances may be discharged into the main public wastewater and sanitary sewers. Rain and surface water shall be excluded from the wastewater and sanitary sewers of the Village.

§ 756-51. Adequate flush for drains.

No person shall connect any water closet with any drain or wastewater and sanitary sewer unless means are provided and employed for the abundant and adequate flushing of the water closet with clear water every time it is used. Every such water closet or similar appliance shall be properly connected with the Village or private water supply system.

§ 756-52. Steam or hot water blow-offs.

No exhausts or blow-offs from steam boilers or engines shall be connected with any drain or wastewater and sanitary sewer but must be discharged only into catchbasins in the manner provided in the state plumbing code.

§ 756-53. Intentionally, willfully or maliciously injuring plumbing or drainage.

No person shall intentionally, willfully or maliciously injure or obstruct any wastewater and sanitary sewer, house drain, cesspool, catchbasin or any plumbing fixtures or apparatus, pipes or other parts of any plumbing in actual use, or any wastewater and sanitary sewer, water or gas pipe or any parts or apparatus connected therewith, laid or constructed in the streets, alleys or other public places or under any sidewalks of the Village.

§ 756-54. Draining of roof water into wastewater and sanitary sewers.

No person shall permit rainwater, surface water, underground water, spring water or other clear water from the roof of any building, from cistern overflows, building foundation drains or other methods to drain into the wastewater and sanitary sewer systems of the Village. All new construction must waterproof exterior subgrade walls to prevent infiltration of surface water into the wastewater and sanitary sewer system.

§ 756-55. Draining of roof water into storm sewers.

No person shall permit rainwater from the roof of any building in any area within the Village where storm sewer laterals are installed except through a rainwater conductor or pipe connecting the storm sewer system of the Village.

ARTICLE IV. EROSION CONTROL AND STORMWATER MANAGEMENT

§ 756-56. Authority.

This article is adopted under the authority of Wis. Stats. § 62.234.

§ 756-57. Definitions.

As used in this article:

Affected means that a regulated activity has significantly:

(1) Caused negative impacts on water quality or the use or maintenance of land or business; or

(2) Endangered health, safety or general welfare.

Agricultural facilities and practices has the meaning in Wis. Stats. § 281.16(1).

Average annual rainfall means a typical calendar year of precipitation as determined by the department for users of models such as SLAMM, P8, or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality.

Bank erosion means the removal of soil or rock fragments along the banks or bed of a stream channel resulting from high flow after rain events.

Best management practice (BMP) means a practice, technique or measure that is an effective, practical means of preventing or reducing soil erosion or water pollution, or both, from runoff both during and after land development activities. These can include structural, vegetative or operational practices.

Village means the Village of Fox Point, Wisconsin.

Closed watershed means an area that does not have a surface outlet, with water only able to leave through evaporation, infiltration, or mechanical means. For the purposes of this article, the following are considered closed watersheds:

(1) Internally drained watersheds that are at least 20,000 square feet in area and at least one foot in depth from invert to lowest surface outlet.

(2) Watersheds with no surface outlet discharges from a two-year, 24-hour design storm.

(3) Areas that have historically not drained through surface outlets, as determined by the local approval authority.

Cold water community means surface waters capable of supporting a community of cold water fish and other aquatic life, or serving as a spawning area for cold water fish species (section NR 102.04(3)(a), Wis. Admin. Code).

Connected imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Construction site erosion control means preventing or reducing soil erosion and sedimentation from land disturbing activity.

Department means the Department of Natural Resources.

Design storm means a hypothetical rainstorm that occurs with a specified recurrence interval in Dane County. For example, a ten-year, 24-hour design storm defines a rainstorm that occurs

Commented [EL3]: I removed Article IV as Chapter 285 of the Village Code already addresses erosion control and stormwater management.

over 24 hours, with a recurrence interval of ten years. The amounts associated with these storms are further defined as follows:

(1) One-year, 24-hour design storm = 2.49 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

(2) Two-year, 24-hour design storm = 2.84 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

(3) Ten-year, 24-hour design storm = 4.09 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

(4) One-hundred-year, 24-hour design storm = 6.66 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

(5) Two-hundred-year, 24-hour design storm = 7.53 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

(6) Five-hundred-year, 24-hour design storm = 8.94 inches over 24 hours' duration using the MSE4 NRCS Rainfall Distribution.

Development means any of the following:

(1) Structural development, including construction of a new building or other structure;

(2) Expansion or alteration of an existing structure that results in an increase in the ground surface dimensions of the building or structure;

(3) Land disturbing activity; or

(4) Creation or expansion of impervious surfaces.

Direct conduits to groundwater means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, nonmetallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

Director means the Village of Fox Point Director of Planning and Development or his or her designee.

Easement means an interest in land owned by another that creates a nonpossessory right to enter and use the land of another and obligates the owner not to interfere with the uses authorized by the easement.

Easement holder means the holder of a legally enforceable easement that authorizes the activity on the land for which a permit is sought under this article, including all required maintenance and access obligations.

Effective infiltration area means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pre-treatment.

Erosion and soil erosion means the detachment and movement of soil or rock fragments by water, wind, ice or gravity.

Excavation means any act by which organic matter, earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed and shall include the resulting conditions.

Existing development means buildings and other structures and impervious area existing prior to August 22, 2001.

Fill means any act by which earth, sand, gravel, rock or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved to a new location and shall include the resulting conditions.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established with a density of at least 70 percent has been established.

Financial security instrument means a surety bond, performance bond, maintenance bond, irrevocable letter of credit or similar guarantees submitted to the local approval authority to ensure that requirements of this article are carried out in compliance with approved plans.

Green infrastructure means practices that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, storm water harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate storm water and reduce flows to sewer following practices: rainwater harvesting/reuse, rain gardens, bio retention systems, infiltration basins, platers that are connected to roof drainage, vegetates swales, permeable pavement, green roofs, and rain barrels.

Gully erosion means a severe loss of soil caused by or resulting in concentrated flow of sufficient velocity to create a defined flow channel.

Heavily disturbed site means a site where an area of land is subjected to significant compaction due to the removal of vegetative cover or earthmoving activities, including filling.

Hydrologic soil group (HSG) has the meaning used in the runoff calculation methodology promulgated by the United States Natural Resources Conservation Service Engineering Field Manual for Conservation Practices.

Impervious surface means any land cover that prevents rain or melting snow from soaking into the ground, such as roofs (including overhangs), roads, sidewalks, patios, driveways and parking lots. For purposes of this article, all road, driveway or parking surfaces, including gravel surfaces, shall be considered impervious, unless specifically designed to encourage infiltration and approved by the local approval authority.

Infiltration, for the purposes of this article, means any precipitation that does not leave the site as surface runoff. Also known as "stay on."

Infiltration system means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices such as swales or road side channels designed for conveyance and pollutant removal only.

Land conservation committee or *LCC* means the county land conservation committee created under Wis. Stats. § 92.06.

Land disturbing activities means any land alterations or disturbances that may result in soil erosion, sedimentation or change in runoff including but not limited to removal of ground cover, grading, excavating and filling of land.

Lightly disturbed site means a site where an area of land is subjected to minor compaction due to the limited removal of vegetative cover or earthmoving activities.

Local approval authority means the municipal staff, agency or contracted entity charged by the local unit of government with responsibility for enforcing stormwater and erosion control ordinances, and specifically includes the Village planning department.

Local land division ordinance means any county, city, village or town ordinance adopted under Wis. Stats. ch. 236 to regulate the division of land.

Local zoning ordinance means any county, city, village or town ordinance adopted under Wis. Stats. §§ 59.69, 59.692, 59.693, 60.61, 60.62, 61.351, 61.354, 62.23, 62.231, or 62.234 to regulate the use of land.

Maximum extent practicable (MEP) means a level of implementing best management practices in order to achieve a performance standard specified in this chapter which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet performance standards and may vary based on the performance standard and site conditions.

New development means development that results in the cumulative increase of 20,000 square feet of impervious surface to a site since August 21, 2001. Sites may be a combination of new development and redevelopment.

Nonerosive velocity means a rate of flow of stormwater runoff, usually measured in feet per second, that does not erode soils. Nonerosive velocities vary for individual sites, taking into account topography, soil type and runoff rates.

NR means Natural Resources Wis. Admin. Code.

Peak flow means the maximum rate of flow of water at a given point in a channel, watercourse, or conduit resulting from the predetermined storm or flood.

Permittee means a land owner or easement holder who has applied for a permit under this article and is responsible for the requirements of the permit.

Pervious surface means any land cover that permits rain or melting snow to soak into the ground.

Plan means an erosion control plan required by section 756-60. or a stormwater management plan required by section 756-61.

Plan review agency means the municipal staff, agency or qualified contracted entity charged by the local unit of government with responsibility for reviewing stormwater and erosion control plans under the local stormwater and erosion control ordinance.

Plat review officer means the municipal staff, agency or contracted entity charged by the local unit of government with responsibility for reviewing land divisions, certified survey maps or subdivision plats or any combination thereof under Wis. Stats. ch. 236.

Post-construction site means a construction site following the completion of land disturbing activity and final site stabilization.

Post development means the extent and distribution of land cover types after proposed site development.

Pre-development means the extent and distribution of land cover types present before the initiation of the proposed land development, assuming that all land uses prior to land disturbing activity are in "good" condition as described in the Natural Resources Conservation Service Technical Release 55, "Urban Hydrology for Small Watersheds" (commonly known as TR-55). Where the cumulative impervious surface created after August 21, 2001 exceeds 20,000 square feet, the pre-development condition shall be that prior to August 21, 2001.

Recharge means the portion of the average annual rainfall that infiltrates the soil and becomes groundwater. Recharge does not include evaporation, transpiration, or runoff from the site.

Redevelopment means development that replaces existing impervious surfaces or results in the cumulative increase of less than 20,000 square feet of impervious surface to a site since August 21, 2001 on sites predominately developed as commercial, industrial, institutional or multifamily. Sites may be a combination of new development and redevelopment.

Runoff curve number (RCN) has the meaning used in the runoff calculation methodology promulgated by the United States Natural Resources Conservation Service Engineering Field Manual for Conservation Practices.

Sediment means solid earth material, both mineral and organic, that is in suspension, is being transported or has been moved from its site of origin by air, water, gravity or ice, and has come to rest on the earth's surface at a different site.

Sedimentation means the deposition of eroded soils at a site different from the one where the erosion occurred.

Sheet and rill erosion means a loss of soil caused by sheet flow or shallow concentrated flow, and characterized by an absence of channeling or a relatively uniform loss across the exposed upper layer of the soil or shallow irregular scouring of the soil surface.

Site means the bounded area described in an erosion control plan or stormwater management plan.

Slope means the net vertical rise over horizontal run, expressed as a percentage, which represents a relatively homogeneous surface incline or decline over the area disturbed.

Soil loss rate means the rate, usually measured in tons per acre per year, at which soil is transported beyond the perimeter of a given control site and which occurs as a result of sheet and rill erosion. The term "soil loss rate" does not apply to soil movement resulting from concentrated flow such as gully or bank erosion.

Storm events means the precipitation amounts that occur over a 24-hour period that have a specified recurrence interval for the county. For example, one-year, two-year, ten-year and 100-year storm events mean the precipitation amounts that occur over a 24-hour period that have a recurrence interval of one, two, ten and 100 years, respectively.

Stormwater means the flow of water which results from, and which occurs during and immediately following, a rainfall, snow melt or ice melt event.

Stormwater management means any measures taken to permanently reduce or minimize the negative impacts of stormwater runoff quantity and quality after land development activities.

Stormwater runoff means the waters derived from rains falling or snow melt or ice melt occurring within a drainage area, flowing over the surface of the ground and collected in channels, watercourses or conduits.

Street reconstruction means removal and replacement of the road subgrade, where existing stormwater conveyance systems are modified.

Structure means any human made object with form, shape and utility, either permanently or temporarily attached to, placed upon, or set into the ground, stream bed or lake bed.

Transportation facility means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b). "Transportation facility" does not include

building sites for the construction of public buildings and buildings that are places of employment that are regulated by the department pursuant to Wis. Stats. § 281.33.

Unnecessary hardship means that circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with regulations unnecessarily burdensome or unreasonable in light the purposes of this article.

§ 756-58. Legislative findings.

(a) The Village Board finds that construction site erosion and uncontrolled stormwater runoff from land disturbing and land development activities have significant adverse impacts upon regional water resources and the health, safety, property and general welfare of the community, and diminish the public enjoyment and use of natural resources. Specifically, soil erosion and stormwater runoff can:

(1) Carry sediment, nutrients, pathogens, organic matter, heavy metals, toxins and other pollutants to regional lakes, streams and wetlands;

(2) Diminish the capacity of water resources to support recreational and water supply uses and a natural diversity of plant and animal life;

(3) Clog existing drainage systems, increasing maintenance problems and costs;

(4) Cause bank and channel erosion;

(5) Increase downstream flooding;

(6) Reduce groundwater recharge, which may diminish stream base flows and lower water levels in regional lakes, ponds and wetlands;

(7) Contaminate drinking water supplies;

(8) Increase risk of property damage and personal injury; and

(9) Cause damage to agricultural fields and crops.

(b) The Village Board also finds that effective sediment and stormwater management depends on proper planning, design and timely installation of conservation and management practices and their continuing maintenance.

§ 756-59. Purpose and intent.

(a) The purpose of this article is to set forth the minimum requirements for construction site erosion control and stormwater management that will diminish threats to public health, safety, public and private property and natural resources of the Village.

(b) This article is intended to regulate construction site erosion and stormwater runoff, to accomplish the following objectives:

(1) Promote regional stormwater management by watershed;

(2) Minimize sedimentation, water pollution from nutrients, heavy metals, chemical and petroleum products and other contaminants, flooding and thermal impacts to the water resources of the Village;

(3) Promote infiltration and groundwater recharge;

(4) Protect functional values of natural water courses and wetlands;

(5) Provide a single, consistent set of performance standards that apply to all developments within the Village and are consistent with the standards set forth by the county;

(6) Achieve an 80 percent reduction in sediment load rates to the county waters compared to no controls for all new development, a 40 percent reduction in sediment load rates compared to no controls for all redevelopment and street reconstruction and a 20 percent reduction in sediment load rates compared to no controls for existing developments;

(7) Ensure no increase in temperature of stormwater post-construction in order to protect cold water communities;

(8) Ensure no increase in the rate of surface water drainage from sites during or after construction; and

(9) Protect public and private property from damage resulting from runoff or erosion.

§ 756-60. Applicability of requirement for erosion control permits.

Unless expressly exempted by section 756-61, an erosion control permit under section 756-63 shall be required and all construction site erosion control provisions of this article shall apply to any of the following activities in the Village:

(1) Land disturbing activity in excess of 4,000 square feet.

(2) Land disturbing activity that involves the excavation or filling, or a combination of excavation and filling, in excess of 400 cubic yards of material.

(3) Land disturbing activity that disturbs more than 100 lineal feet of road ditch, grass waterway or other land area where surface drainage flows in a defined open channel; including the placement, repair or removal of any underground pipe, utility or other facility within the cross section of the channel.

(4) Any new public or private roads or access drives longer than 125 feet.

(5) Development that requires a plat, as defined in the applicable local land division ordinance(s).

(6) Land disturbing activity that disturbs less than 4,000 square feet of land, including the installation of access drives, that the local approval authority determines to have a high risk of soil erosion or water pollution, or that may significantly impact a lake, stream or wetland area. Examples of activities with a high risk of soil erosion or water pollution may include, but are not limited to, land disturbance on erodible soil or disturbance adjacent to lakes, rivers, streams or wetlands. All such determinations made by the local approval authority shall be in writing, unless waived by the applicant.

§ 756-61. Applicability of requirement for stormwater control permits.

Unless otherwise exempted by section 756-62, a stormwater control permit under section 756-64 shall be required and all stormwater management provisions of this article shall apply to any of the following activities within the Village:

(1) Any development after August 22, 2001, that results in the cumulative addition of 20,000 square feet of impervious surface to the site;

(2) Any development that requires a plat, as defined in the applicable local land division ordinance(s);

(3) Any development that requires a certified survey map, as defined in the applicable local ordinance(s); for property intended for commercial or industrial use;

(4) Land disturbing activity in excess of 4,000 square feet on sites developed as commercial, industrial, institutional or multifamily;

(5) Notwithstanding the exemptions in section 756-62, other land development activities, including, but not limited to, redevelopment or alteration of existing buildings and other structures, that the local approval authority determines may significantly increase downstream runoff volumes, flooding, soil erosion, water pollution or property damage or significantly impact a lake, stream or wetland area. All such determinations shall be made in writing unless waived by the applicant.

§ 756-62. Exemptions and clarifications.

(a) The following activities are exempt from all requirements of this article:

(1) Agricultural activities. Stormwater discharges from the planting, growing, cultivating and harvesting of crops for human or livestock consumption and pasturing or yarding of livestock, including sod farm and tree nurseries are not regulated by this section. This exemption does not include the construction of structures such as barn, manure storage facilities or barnyard runoff control systems.

(2) Silviculture activities, including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

(3) Projects specifically exempted from local erosion control ordinances under state or federal statute. It is the responsibility of the landowner to demonstrate such exemption with documentation acceptable to the local approval authority.

(b) The following activities are exempt from the construction site erosion control provisions of section 756-60:

(1) One-family and two-family dwelling units regulated under the Wisconsin Uniform Dwelling Code. Land disturbing activities in excess of one acre, or not associated with the construction of a dwelling, or less than one acre but part of a larger common plan of development or sale under jurisdiction of the Village, are not exempt from this article.

(2) Projects subject to an approved shoreland erosion control permit under chapter 285.

(3) Soil conservation, stream and adjacent wetland protection and restoration practices such as terraces, run-off diversions, grassed waterways, cattle and equipment crossings, cattle watering access, water control structures, dikes, ditch plugs, tile breaks and sediment removal catchments, when implemented according to plans and designs approved by the Natural Resources Conservation Service or U.S. Fish & Wildlife Service of the U.S. Department of the Interior, Wisconsin Department of Natural Resources or the Dane County Land and Water Resources Department, provided that any such project involving land disturbing activity equal to or greater than one acre shall also comply with the performance standards in subsection § 756-65(c).

(c) The following activities are exempt from the runoff rate control standards of subsection 756-62(a)(3):

(1) Redevelopment.

(2) Municipal road or county highway projects not exempted under subsection 756-62(a)(3) where all of the following conditions are met:

a. The purpose of the project is only to meet current state or federal design or safety guidelines;

b. Proposed impervious areas are within existing public right-of-way;

c. All other requirements of section 756-66 are met; and

d. The project does not include the addition of new driving lanes.

(d) The following activities are exempt from the infiltration standards described in subsection 756-66(a)(6):

(1) Redevelopment.

(b) New development with less than ten percent connected imperviousness, provided the cumulative area of all impervious surface is less than one acre.

(c) Agricultural facilities and practices.

(d) Areas where the infiltration rate of the soil is less than 0.6 inches/hour measured at the bottom of the proposed infiltration system where the soil layer is not easily removed or manipulated.

(e) Expansion of municipal or county roads.

§ 756-63. Preliminary review letter.

(a) *Purpose and intent.* A preliminary review letter provides a potential permit applicant with an initial simple evaluation of whether erosion and stormwater control standards can be met for a proposed site, lot layout and construction design. This review is intended to assist applicants in preparing general site plans and other submittals necessary to obtain an erosion control and stormwater permit. A preliminary review letter does not guarantee that an erosion or stormwater control plan will be approved or that a permit will be issued. Erosion and stormwater control plans and permit applications must meet all applicable standards and criteria for approval.

(b) *Application procedure.*

(1) The local approval authority may charge a fee to compensate for provision of the cost of the preliminary review letter process.

(2) Any person may apply for a preliminary review letter by submitting an application that contains the information required by the local approval authority.

(3) The local approval authority may require a preliminary review letter prior to accepting a petition for rezoning or conditional use application under applicable ordinances, or Village planning staff may require a preliminary review letter prior to accepting an application for a certified survey map under applicable ordinances where the following apply:

a. The proposal would involve one or more acres within either the current or proposed boundaries of a commercial or industrial zoning district;

b. The proposed lot or rezone area configuration would necessitate driveways, access roads or other construction that would clearly require an erosion control plan and/or stormwater management plan under section 756-61 and/or 756-62;

c. Natural features of the site including, but not limited to slope, soils, wetlands, or hydrology are such that, in the opinion of the Village planning staff or a designated authority, substantial risk of erosion, flooding or other environmental or public safety hazard exists;

(4) Unless expressly waived by the applicant, decisions by the local approval authority to require a preliminary review letter shall be made in writing and shall detail the reasons why the authority believes there to be a substantial risk of erosion, flooding or hazard.

§ 756-64. Erosion and stormwater control permits and administration.

(a) No activity meeting the criteria described in section 756-61 or section 756-62 shall occur and no building permits may be issued, until an erosion control and stormwater control permit is issued by the local approval authority.

(b) *Application requirements.* The applicant must provide the following when requesting a permit:

(1) Completed application form signed by the landowner or easement holder. If the applicant is not the landowner or easement holder, a notarized statement authorizing the applicant to act as agent on behalf of the landowner or easement holder must be provided. By signing the statement, the permittee shall be bound by all requirements of this section and the terms of any permit issued to the applicant. If the applicant is an easement holder or an agent of an easement holder the landowner must be given notice and a copy of the permit application and all supporting documentation. Proof of such notice must be provided with the application. The local approval authority shall provide the landowner with copies of all permits and notifications issued regarding permit applications;

a. Fees as required by section 756-72;

b. Copy of preliminary review letter, as described in section 756-63, if applicable.

c. If required by section 756-61, an erosion control plan meeting all the requirements of section 756-65;

1. Simplified plan materials, described in section 756-63(b), may be provided for sites with land disturbance less than 20,000 square feet, slopes steeper than six percent disturbed for less than 15 days, and slopes flatter than six percent disturbed for less than six months.

d. If required by section 756-62, a stormwater management plan meeting all of the standards of section 756-66 and a draft maintenance agreement as described in section 756-66(a)(10).

(5) Copies of permits or permit applications or approvals required by any other governmental entity.

(6) A proposed timetable and schedule for completion and installation of all elements of approved erosion control and stormwater management plans and a detailed schedule for completion of construction.

(7) An estimate of the cost of completion and installation of all elements of the approved erosion control and stormwater management plans.

(8) Evidence of financial responsibility to complete the work proposed in the plan. The local approval authority may require a financial security instrument sufficient to guarantee completion of the project.

(9) A plan to manage solid waste on construction sites such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste to reduce adverse impacts from stormwater runoff.

(c) *Approval process.*

(1) The local approval authority shall verify that the permit application is complete under subsection (b) of this section. The local approval authority or applicant shall forward the plan to the plan review agency for review and approval. The plan review staff shall review the plan for compliance with the standards identified in sections 756-65 and 756-66.

(2) The plan review staff shall either approve the submitted plan or notify the local approval authority of any deficiencies. Staff engaged in this review and approval process shall be certified where appropriate by the state Department of Safety and Professional Services for this purpose.

(3) The local approval authority shall notify the applicant in writing of any deficiency in the proposed plan and the applicant shall be given an opportunity to correct any deficiency.

(4) Where installed stormwater practices will be implemented, an affidavit which describes the property by legal description, notifying future prospective purchasers of the existence of a stormwater permit issued under this article and applicable plan, timetables and potential liability imposed by subsection (h)(3) of this section for failure to bring the property into compliance with this article after notification, shall be recorded with the county register of deeds prior to issuance of an erosion and stormwater control permit. Such information shall also be noted on every plat and certified survey map.

(5) Upon approval of the plan review agency, the erosion control or stormwater management permit shall be issued by the local approval authority after the applicant has met all other requirements of this article.

(d) *Permit requirements.*

(1) The erosion control plan shall be implemented prior to the start of any land disturbing activity and shall be maintained over the duration of the project. Stormwater components of the plan shall be maintained in perpetuity.

(2) The permittee is responsible for installation of all BMPs as identified in the approved erosion control plan and stormwater management plan.

(3) The permittee is responsible for successful completion of the erosion control plan and the stormwater management plan. The permittee shall be liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with an approved plan.

(4) Application for a permit shall constitute express permission by the permittee and landowner for the local approval authority to enter the property for purposes of inspection under subsection (e) of this section or curative action under subsection

(h)(3) of this section. The application form shall contain a prominent provision advising the applicant and landowner of this requirement.

(5) All incidental mud-tracking off-site onto adjacent public thoroughfares shall be cleaned up and removed by the end of each working day using proper disposal methods.

(6) A copy of the approved permit and erosion control plan shall be kept on the project site, in a place readily accessible to contractors, engineers, local approval authority, inspection staff and other authorized personnel.

(e) *Inspections.*

(1) Application for a permit under this article shall constitute permission by the applicant and landowner for the local approval authority to enter upon the property and inspect during the construction phase prior to the inspections pursuant to subsections (e)(4) and (e)(6) of this section, as necessary to confirm compliance with the requirements of this article.

(2) As part of the plan approval process, the local approval authority shall determine the minimum number of inspections required to ensure compliance. The site of any regulated land disturbing activity shall be inspected once every 30 days, or more frequently as determined by the local approval authority during the construction phase with assistance from the plan review agency staff.

(3) The permittee shall notify the local approval authority within ten days after installation of all practices in an approved erosion control plan and achievement of soil stabilization. The permittee shall inspect the site weekly, prior to every forecasted rain fall of one-half inch or greater, and within 24 hours following a rainfall of one-half inch or greater. Written documentation of each inspection shall be maintained at the construction site and shall include the time, date and location of inspection, the phase of land disturbance at the construction site, person conducting the inspection, assessment of control practices, and a description of any erosion or sediment control measure installation or maintenance performed in response to the inspection.

(4) The local approval authority shall inspect the property to verify compliance with the erosion control plan within ten days of notification of soil stabilization.

(5) Within ten days after installation of all practices in an approved stormwater management plan, the permittee shall notify the local approval authority and submit drawings documenting construction. A professional engineer shall submit as-built certification to ensure that constructed stormwater management practices and conveyance systems comply with the specifications included in the approved plans. At minimum, as-built certification shall include a set of drawings comparing the approved stormwater management plan with what was constructed. Other information shall be submitted as required by the local approval authority.

(6) The local approval authority shall inspect the property to verify compliance within ten days of notification.

(7) Maintenance is the responsibility of the owner and facilities are subject to inspection and orders for repairs.

(f) *Permit transfers.*

(1) When a permittee and landowner act to transfer an interest in property subject to an approved plan prior to completion of the proposed steps to attain soil stabilization, the permittee must secure approval from the local approval authority.

(2) When a permittee and landowner transfer ownership, possession or control of real estate subject to either or both an uncompleted erosion control and a stormwater management plan, the successor in interest to any portion of the real estate shall be responsible to control soil erosion and runoff and shall comply with the minimum standards provided in this article.

(3) When ownership, possession or control of property subject to an uncompleted erosion control or stormwater management plan, or both, is transferred, the former owner (seller) shall notify the new owner (buyer) as to the current status of compliance with notice to the authority and provide a copy of the erosion control plan or stormwater management plan, or both.

(4) Transfers of interest in real estate subject to an approved, uncompleted plan may be conducted consistent with this article under any of the following arrangements:

a. The transferee shall file a new, approved erosion control or stormwater management plan, or both, with the authority.

b. The transferee shall obtain an approved assignment from the authority as subpermittee to complete that portion of the approved plan regulating soil erosion and runoff on the transferee's property.

c. The permittee shall provide the authority with a duly completed and executed continuing surety bond or certified check in an amount sufficient to complete the work proposed in the approved plan; at the time of transfer, the permittee may seek to reduce the surety bond or certified check to the appropriate amount to complete remaining work. If the transferor enters into escrow agreements with transferees to complete an approved plan, these funds shall be available to the authority to attain plan compliance. When an approved erosion control plan and, if required, a stormwater management plan is or are not completed as proposed, the authority may use the surety bond to complete remaining work to achieve plan compliance.

(g) *Plan or permit amendments.* Any proposed modifications to approved plans, construction schedules or alterations to accepted sequencing of land disturbing site activities shall be approved by the local approval authority in consultation with the plan review agency prior to implementation of such changes. One permit revision is allowed at no charge. The second and subsequent revisions cost $50.00 each.

(h) *Violations and enforcement:*

(1) Stop work order.

a. Whenever the local approval authority finds any noncompliance with the provisions of this article, the local approval authority shall attempt to communicate with the owner or person performing the work to obtain immediate and voluntary compliance if such person is readily available. If the owner or person performing the work is not readily available, that person refuses to voluntarily comply immediately or the noncompliance presents an immediate danger or will cause or threatens to cause bodily injury or damage to off-site property including, but not limited to off-site runoff, the local approval authority shall post in a conspicuous place on the premises, a stop work order which shall cause all activity not necessary to correct the noncompliance to cease until noncompliance is corrected.

b. The stop work order shall provide the following information:

1. Date of issuance;

2. Reason for posting;

3. The signature of the inspector posting the card; and

4. The address or legal description of the property.

c. It shall be a violation of this article for the unauthorized removal of the stop work order from the premises.

(2) In addition to posting a stop work order, the local approval authority shall provide notification to the owner or contractor by personal service, written notice by certified mail, electronic mail or facsimile transmission.

a. The permittee, landowner and contractor shall have 24 hours from the time and date of notification by the local approval authority to correct any noncompliance with the plan when notification is by either personal communication of noncompliance to the owner or contractor or their respective agents or written notice sent by certified mail to the owner or the contractor.

b. If notice is not provided under subsection (h)(2)a of this section, the permittee and landowner shall have 72 hours to correct any noncompliance with the plan when notification is by posting notice in a conspicuous place on the site or sending notice by facsimile transmission to the owner or contractor.

(3) If any noncompliance is not corrected within the time periods specified in subsection (h)(2)a or (h)(2)b of this section, the permittee and landowner authorize the local approval authority to take any action, to perform any work or commence any operations necessary to correct conditions upon the subject property where notice of noncompliance has been issued to bring the property into conformance with plan requirements. The permittee and landowner further consent to reimburse the authority for the total costs and expenses of such actions and such reimbursement may be collected as a special charge upon the property for current services rendered as provided by law.

(4) If the permittee has filed an appeal under subsection 756-69(a)(1) prior to the expiration of the time for compliance under subsection (h)(2) of this section, the local approval authority may take action, perform work or correct conditions only to the extent necessary to protect against or correct an imminent hazard or a condition that will cause or threatens to cause personal injury or damage to off-site property.

(i) *Penalties.*

(1) Any person, firm, company or corporation, owner, occupant or other user of the premises who violates, or refuses to comply with, or resists the enforcement of, any of the provisions of this article shall be subject to a forfeiture of not less than $200.00 nor more than $1,000.00 and costs of prosecution. Each day that a violation exists shall constitute a separate offense, and such violations shall be prosecuted in municipal court.

(2) Any person who has the ability to pay any forfeiture entered against him under this article, but refuses to do so may be confined in the county jail until such forfeiture is paid, but in no event to exceed 30 days. In determining whether an individual has the ability to pay a forfeiture, all items of income and all assets may be considered regardless of whether or not such income or assets are subject to garnishment, lien or attachment by creditors.

(j) *Timeframe and expiration.*

(1) Erosion control plan timetables and construction schedules must begin within one year of the date of the application for permit is submitted.

(2) All applications for permit shall expire:

a. One year from the date the applicant is notified of an application deficiency, if the applicant has not submitted additional information to adequately address the deficiency within one year; or

b. Three years from the date of application.

(3) Erosion control permits shall expire:

a. Upon the stabilization date included in the approval plan; or

b. Three years after permit issuance, whichever is sooner.

§ 756-65. Erosion control plan requirements.

(a) *Plan materials.* Erosion control plans required under section 756-60 may include consideration of adjoining landowners' cooperative efforts to control transport of sediment and, except as specifically exempted in this section, shall include, at a minimum, the information required in section NR 216.46, Wis. Admin. Code, including the following information:

(1) Property lines, lot dimensions, and limits of disturbed area including disturbed areas within five feet of the property line;

(2) Limits of impervious area including buildings. Include all public and private roads, interior roads, driveways, parking lots, and indicate type of paving and surfacing material;

(3) All natural and artificial water features including, but not limited to, lakes, ponds, streams (including intermittent streams), and ditches; and areas of natural woodland or prairie. The plan must show ordinary high-water marks of all navigable waters, 100-year flood elevations and delineated wetland boundaries. A certified flood zone determination and/or wetland delineation may be required at the applicant's expense;

(4) Cross sections of and profiles of channels, swales, and road ditches;

(5) Culvert sizes;

(6) Direction of flow of runoff;

(7) Watershed size for each drainage area;

(8) Design discharge for ditches and structural measures;

(9) Runoff velocities;

(10) Fertilizer and seeding rates and recommendations;

(11) Time schedules for stabilization of ditches and slopes;

(12) Description of methods by which sites are to be developed and a detailed land disturbance schedule including time schedules for stabilization of ditches and slopes;

(13) Provision for sequential steps mitigating erosive effect of land disturbing activities to be followed in appropriate order and in a manner consistent with accepted erosion

control methodology suitable to proposed sites and amenable to prompt revegetation, including runoff calculations as appropriate;

(14) Provisions to prevent mud-tracking off-site onto public thoroughfares during the construction period;

(15) Provisions to disconnect impervious surfaces, where feasible;

(16) Provisions to prevent sediment delivery to, and accumulation in, any proposed or existing stormwater conveyance system;

(17) Copies of permits or permit applications required by any other unit of government or agency;

(18) Existing and proposed elevations (referenced to the National Geodetic Vertical Datum of 1929) and existing and proposed contours in the area, where deemed necessary; and

(19) Any other information necessary to reasonably determine the location, nature and condition of any physical or environmental features of the site.

(b) *Simplified plan materials.* Sites meeting the conditions described in subsection may instead provide, at a minimum, the following information:

(1) Narrative describing the project;

(2) Site plan of known scale that includes property lines, disturbed area limits, impervious area limits (existing and proposed), natural and artificial water features, 100-year flood plain, delineated wetland boundaries, and location of all proposed erosion control practices;

(3) Contours (existing and proposed);

(4) Watershed size for each drainage area, including areas draining to the site;

(5) Provisions to prevent tracking sediment onto public roads;

(6) Provisions to prevent sediment delivery to, and accumulation in, any proposed or existing stormwater conveyance systems;

(7) Proposed erosion control practices;

(8) Construction schedule that includes dates of erosion control practice installation, start of land disturbance and site stabilization;

(9) Culvert sizes (existing and proposed);

(10) Any other information necessary to reasonable determine the location, nature and conditions of any physical or environmental features of the site.

(c) *Erosion control performance standards.* Proposed design, suggested location and phased implementation of effective, practicable erosion control measures for plans shall be designed, engineered and implemented to achieve the following results:

(1) Prevent gully and bank erosion;

(2) Limit total off-site permissible annual aggregate soil loss for exposed areas resulting from sheet and rill erosion to an annual, cumulative soil loss rate not to exceed five tons sediment yield per acre annually, as determined using the U.S. Natural Resources Conservation Service Technical Guide. Erosion control measures for plan

approval need not attempt to regulate soil transportation within the boundaries of the applicant's site; and

(3) Provide stable outlet capable of carrying designed flow as required in subsection 756-66(b)(3), at a non-erosive velocity. Outlet design must consider flow capacity and flow duration. This requirement applies to both the site outlet and the ultimate outlet to stormwater conveyance or waterbody.

(4) Prevent or reduce all of the following:

a. The deposition of soil from being tracked onto streets by vehicles.

b. The discharge of sediment from disturbed areas into on-site storm water inlets.

c. The discharge of sediment from disturbed areas into adjacent waters of the state.

d. The discharge of sediment from drainage ways that flow off the site.

e. The discharge of sediment by dewatering activities.

f. The discharge of sediment eroding from soil stockpiles existing for more than seven days.

g. The transport by runoff of chemicals, cement and other building compounds and materials on the construction site during the construction period.

(d) *Implementation.* The BMPs used to comply with this section shall be implemented as follows:

(1) Erosion and sediment control practices shall be constructed or installed before land disturbing activity begins.

(2) Erosion and sediment control practices shall be maintained until final stabilization.

(3) Final stabilization activity shall commence when land disturbing activity ceases and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land disturbing activity has temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed.

(e) *Grading within five feet of property line.* Except as authorized in this section, the topography within five feet of any property line at the commencement of any development shall remain unchanged.

(1) When land disturbing activities associated with development occur within five feet of any property line, finished grades in that area shall be restored to the topography in existence before the land disturbing activity began. A positive slope of one-half inch vertical per one foot horizontal within five feet of the property line is allowed to provide proper drainage away from a one- or two-family residence.

(2) The established grade of the adjoining property shall determine the finished grade at the property line for any development. The owner of the property under development bears the burden of proof as to the established grade at the property line and the topography within five feet of the property line. The director of planning and development may require detailed site grading plans of existing and proposed conditions to be submitted before commencement of land disturbing activities.

(3) Existing drainage ways and drainage easements along property lines shall be maintained including, but not limited to, natural watercourses and stormwater management areas shown on subdivision plats and certified survey maps.

(4) Development in floodplain districts requiring fill to comply with chapter 30 is exempt from this subsection.

(5) Upon written application, the director of planning and development may authorize exceptions resulting in changes to the existing topography at and within five feet of any property line that would promote the purposes stated in this section, if the following are provided:

a. The intent of the grading and an explanation of its necessity; and

b. Documentation showing that stormwater runoff will not negatively affect adjacent properties.

§ 756-68. Stormwater management plan requirements.

(a) *Plan materials.* Stormwater management plans required under section 756-61 shall satisfy all of the requirements in subsection (b) of this section, and shall address at a minimum the following information:

(1) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; and person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility to another party.

(2) A narrative describing the proposed project, including an implementation schedule for planned practices;

(3) Identification of the entity responsible for long-term maintenance of the project;

(4) A map showing drainage areas for each watershed area;

(5) A summary of runoff peak flow rate calculations, by watershed area, including:

a. Pre-existing peak flow rates;

b. Post-development peak flow rates with no detention;

c. Post-development peak flow rates with detention;

d. Assumed runoff curve numbers (RCNs); and

e. Time of concentration (Tc) used in calculations;

(6) A complete site plan and specifications, signed by the person who designed the plan. All plans shall be drawn to an easily legible scale, shall be clearly labeled and shall include, at a minimum, all of the following information:

a. Property lines and lot dimensions, including all existing and proposed buildings and setbacks;

b. All public and private roads, interior roads, driveways and parking lots. Show traffic patterns and type of paving and surfacing material;

c. All natural and artificial water features, including but not limited to lakes, ponds, streams (including intermittent streams), and ditches. Show ordinary high-water

marks of all navigable waters, 100-year flood elevations and delineated wetland boundaries, if any. If not available, appropriate flood zone determination or wetland delineation, or both, may be required at the applicant's expense;

d. Depth to bedrock;

e. Depth to seasonal high water table;

f. The extent and location of all soil types as described in the Dane County Soil Survey, slopes exceeding 12 percent, and areas of natural woodland or prairie;

g. Existing and proposed elevations (referenced to the North American Vertical Datum of 1988, where available) and existing and proposed contours in the area requiring a grading and filling permit;

h. Elevations, sections, profiles and details as needed to describe all natural and artificial features of the project;

i. Soil erosion control and overland runoff control measures, including runoff calculations as appropriate;

j. Detailed construction schedule;

k. Copies of permits or permit applications required by any other governmental entities or agencies;

l. Any other information necessary to reasonably determine the location, nature and condition of any physical or environmental features;

m. Location of all stormwater management practices;

n. All existing and proposed drainage features;

o. The location and area of all proposed impervious surfaces;

p. The limits and area of the disturbed area; and

q. All buildings and outdoor uses, existing and proposed, including all dimensions and setbacks;

(7) Engineered designs for all structural management practices;

(8) A description of methods to control oil and grease or written justification for not providing such control;

(9) If required under subsection (b)(6) of this section, a description and plans to control temperature of runoff;

(10) A maintenance plan and schedule for all permanent stormwater management practices as recorded on the affidavit required in subsection 756-64(c)(4).

(11) A summary of infiltration calculations including:

a. Pre-developed infiltration volume;

b. Calculated infiltration volume goal;

c. Achieved post development infiltration volume;

d. Flood elevation for the 200-year design storm and proposed minimum opening elevation.

(b) *Stormwater management performance standards.* Proposed design, suggested location and phased implementation of effective, practicable stormwater management measures for plans shall be designed, engineered and implemented to achieve the following results:

(1) Sediment control.

a. For new development, design practices to retain soil particles greater than five microns on the site (80 percent reduction) resulting from a one-year design storm, according to approved procedures and assuming no sediment resuspension;

b. For redevelopment resulting in exposed surface parking and associated traffic areas, design practices to retain soil particles greater than 20 microns on the entire site (40 percent reduction) resulting from a one-year design storm, according to approved procedures and assuming no sediment resuspension. Under no circumstances shall the site's existing sediment control level or trapping efficiency be reduced as a result of the redevelopment.

1. For redevelopment with proposed impervious surface area greater than 80 percent of existing, the first 0.5 inches of runoff from impervious surfaces must be captured using green infrastructure.

(2) Oil and grease control. For all commercial or industrial development and all other uses where the potential for pollution by oil or grease, or both, exists, the first 0.5 inches of runoff will be treated using the best oil and grease removal technology available. This requirement may be waived by the plan reviewer only when the applicant can demonstrate that installation of such practices is not necessary.

(3) Runoff rate control.

a. For new development, design practices to maintain pre-development peak runoff rates for the one-, two-, ten-, 100-, and 200-year, 24-hour design storms.

b. The maximum runoff curve number (RCN) used in such calculations shall be those shown in Table 1. The TR-55 specified curve numbers for other land uses shall be used. Heavily disturbed sites will be lowered one permeability class for hydrologic calculations. Lightly disturbed areas, or areas where practices have been implemented to restore soil structure to pre-developed conditions, require no modification.

Table 1. Maximum Pre-development Runoff Curve Numbers

Runoff Curve Number	Hydrologic Soil Group*			
	A	B	C	D
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	51	68	78	83
*When dual HSG are specified, the drained condition shall be assumed				

(4) Outlets. Provide stable outlet capable of carrying designed flow as required in subsection 756-66(b)(3), at a non-erosive velocity. Outlet design must consider flow capacity and flow duration. This requirement applies to both the site outlet and the ultimate outlet to stormwater conveyance or waterbody.

(5) Infiltration.

a. For new development, design practices to infiltrate sufficient runoff volume so that post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based upon average annual rainfall.

b. The maximum runoff curve number (RCN) used in such calculations shall be those specified in Table 1.

c. If, when designing appropriate infiltration systems, more than two percent of the site is required to be used as effective infiltration area, the applicant may alternately design infiltration systems and pervious surfaces to meet or exceed the annual pre-development recharge rate. The annual pre-development recharge rate shall be determined from the Wisconsin Geological and Natural History Survey's 2009 report, Groundwater Recharge in Dane County, Estimated by a GIS-Based Water-Balanced Model, or subsequent updates to this report, or by a site specific analysis using other appropriate techniques. If this alternative design approach is taken, at least two percent of the site must be used for infiltration.

d. Pre-treatment. Before infiltrating runoff, pre-treatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial, and institutional areas that will enter an infiltration system. The pre-treatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality.

e. Separation distances. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 2:

Table 2. Separation Distances and Soil Characteristics

Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 Feet or More	Filtering Layer
Residential Arterial Roads	5 Feet or More	Filtering Layer
Roofs Draining to Subsurface Infiltration Practices	1 Foot or More	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	
All Other Impervious Source Areas	3 Feet or More	Filtering Layer

f. Prohibitions. Infiltration systems may not be installed in any of the following areas:

1. Areas associated with tier 1 industrial facilities identified in section NR 216.21(2)(a), Wis. Admin. Code, including storage, loading, rooftop and parking.

2. Storage and loading areas of tier 2 industrial facilities identified in section NR 216.21(2)(b), Wis. Admin. Code.

3. Fueling and vehicle maintenance areas.

4. Areas within 1,000 feet up gradient or within 100 feet down gradient of direct conduits to groundwater.

5. Areas with runoff from industrial, commercial and institutional parking lots, roads and residential arterial roads with less than five feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock.

6. Areas within 400 feet of a community water system well as specified in section NR 811.16(4), Wis. Admin. Code, for runoff infiltrated from commercial, industrial and institutional land uses or regional devices for residential development.

7. Areas where contaminants of concern, as defined in section NR 720.03(2), Wis. Admin. Code, are present in the soil through which infiltration will occur.

g. Alternate use of runoff. Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this section.

h. Minimizing groundwater pollution. According to ch. NR 151, Wis. Admin. Code, infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with ch. NR 140, Wis. Admin. Code. However, if site-specific information indicates that compliance with the preventive action limit is not achievable, the infiltration system may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

(6) Thermal control.

a. The stormwater management plan shall include provisions and practices to reduce the temperature of runoff for sites located within the watershed of a river or stream identified by the state department of natural resources as:

1. A cold water community as identified through sections NR 102.04(3)(a), NR 104, Wis. Admin. Code, and class I, class II, and class III trout streams identified in "Wisconsin Trout Streams," DNR publication PUB-FH-806-2002 or its successor.

2. Rivers or streams proposed by the state department of natural resources as cold water communities and class I, II, and III trout streams.

b. The stormwater management plan does not have to meet the requirement in section 756-66(b)(5) of this section if the applicant can justify by use of a model approved by the county conservationist that practices are not necessary because the temperature increase of runoff from the site post-development will be zero.

c. A current list and maps of affected watersheds shall be available for reference at the office of the local approval authority and/or the plan review agency.

(7) Closed watersheds. Pre-development modeling must include closed watersheds areas. Sites within closed watersheds must be designed to achieve 90 percent stay-on without exemption. Sites with areas subject to inundation (ground elevations below the watershed outlet elevation) must include:

a. A stable outlet capable of handling overflow events.

b. An emergency drawdown or pumping plan.

c. Storage capacity for back-to-back 100-year storm events.

(c) *Stormwater management goals.* The following standards shall be met whenever possible, and proposed design, suggested location and implementation of practices to meet these goals shall be included in plans:

(1) For existing development, design practices to retain soil particles greater than 40 microns on the site (20 percent reduction) resulting from a one-year 24-hour storm event, according to approved procedures, and assuming no sediment resuspension.

(2) For street reconstruction, design practices to retain soil particles greater than 20 microns on the site (40 percent reduction) resulting from a one-year 24-hour storm event, according to approved procedures, and assuming no sediment resuspension.

§ 756-69. Off-site stormwater management.

Off-site stormwater management is allowed, provided that provisions are made to manage stormwater by an off-site facility, and provided that all of the following conditions for the off-site facility are met:

(1) The facility is in place;

(2) The facility is designed and adequately sized to provide a level of stormwater control that at least meets the requirement standards of the ordinance; and

(3) The local approval authority is satisfied that the facility has a legally obligated entity responsible for its long-term operation and maintenance.

§ 756-70. Technical standards and specifications.

The design of all best management practices designed to meet the requirements of this article shall comply with the following technical standards:

(1) Natural Resources Conservation Service's "Wisconsin Field Office Technical Guide, Chapter 4" or its successor.

(2) Applicable construction or erosion control or stormwater management standards by the Wisconsin Department of Natural Resources;

(3) Any other technical methodology approved by the Dane County conservationist.

§ 756-71. Appeals and variances.

(a) *Appeals.*

(1) Any person aggrieved by any decision of the local approval authority pursuant to this article may appeal to the public works committee. Such appeal shall be taken within 30 days after the challenged decision. Notice of appeal setting forth the specific grounds for the appeal shall be filed with the local approval authority and the Village clerk. The zoning administrator shall provide to the public works committee the record upon which the action appealed from was taken.

(2) The public works committee shall fix a reasonable time for the hearing of the appeal and publish a class 2 notice thereof under Wis. Stats. ch. 985, as well as give due notice to the parties in interest, and decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney.

(3) The public works committee may, in conformity with the provisions of this article, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made and shall have all the powers of the officer from whom the appeal is taken.

(4) The concurring vote of a majority of the public works committee shall be necessary to reverse the decision of the local approval authority.

(b) *Variances.*

(1) An applicant may include in the application a request for a variance from the requirements of section 756-65 or section 756-66. No variance shall be granted unless the applicant demonstrates and the local approval authority, after consultation with the Dane County conservationist, finds that all of the following conditions are present:

a. Enforcement of the standards set forth in this article will result in unnecessary hardship to the landowner;

b. The hardship is due to exceptional physical conditions unique to the property;

c. Granting the variance will not adversely affect the public health, safety or welfare, nor be contrary to the spirit, purpose and intent of this article;

d. The project will have no impact upon any of the stated purposes as set forth in section 756-58;

e. The applicant has proposed an alternative to the requirement from which the variance is sought that will provide equivalent protection of the public health, safety and welfare, the environment and public and private property;

f. The net cumulative effect of the variance will not impact downstream conditions; and

g. Existing regional facilities are shown to meet the performance standards of this article.

(2) If all of the conditions set forth in subsection (b)(1) of this section are met, a variance may only be granted to the minimum extent necessary to afford relief from the unnecessary hardship, with primary consideration to water quality and impact downstream conditions.

(3) A variance from the provisions of subsections 756-66(b)(1), (b)(2) and (b)(6) may only be granted if:

a. The applicant has met the requirements of subsection (b)(1) of this section; and

b. The applicant will be denied all reasonable and beneficial use of the property if the variance is denied.

(4) A person aggrieved by a variance determination by the local approval authority may appeal the decision to the public works committee pursuant to subsection (a) of this section.

(5) A person aggrieved by a decision of the public works committee regarding a variance may appeal that decision to the board of appeals.

§ 756-72. Permit fees.

(a) The erosion control and stormwater management permit fee shall be $475.00.

(b) The fee for a preliminary review letter shall be $200.00. If a preliminary approval letter has been obtained, the erosion control and stormwater management base fee shall be waived.

(c) For sites required to obtain an erosion control permit under section 756-60, there shall be an additional fee of $0.7 per square foot of disturbed area.

(d) For sites required to obtain a stormwater control permit under section 756-61, there shall be an additional fee of $0.020 per square foot of impervious area and $0.020 per square foot of redeveloped impervious area.

(e) The Village Board authorizes Village administrative staff to modify the permit and fee amounts listed in this erosion control and stormwater management ordinance on January 1 of each year following the adoption of this article, based upon the CPI-U for the Midwest Region, size "d" as prepared by the Federal Department of Labor, so long as the cumulative interim percentage of inflation warrants an increase of $5.00 or more on a round dollar amount and an increase to the next whole cent on amounts expressed in hundredths of a dollar. These amounts may also be modified by future Village Board action.

(f) *Late filing fee.* When an applicant or landowner begins work requiring a permit before obtaining the permit or appropriate approvals, the fees shall be doubled.

(g) *Additional costs.* Additional costs incurred by the Village over the permit fee amount will be billed to the applicant or property owner.

§ 756-73. Prohibited stormwater discharge and connection.

(a) *Purpose:* The purpose of this section is to provide for the health, safety, and general welfare of the citizens of the Village and to protect waters of the state through the regulation of illicit discharges to the municipal separate storm sewer system as required by federal and state law. This section establishes methods for controlling the discharge of pollutants into the municipal separate storm sewer system owned or operated by the Village in order to comply with the requirements of the Clean Water Act, Chapter 283.33, Wis. Stats., and the Wisconsin Pollutant Discharge Elimination System municipal storm water discharge permit program under Chapter NR 216, Wis. Adm. Code.

The objectives of this section are:

(1) To regulate the contribution of pollutants to the municipal separate storm sewer system associated with discharges from any user of the municipal storm sewer system.

(2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.

(3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this section.

(b) *Definitions:* For the purposes of this section, the following definitions are applicable:

Authorized agency means employees or designees of the director or directors of the municipal agency or agencies of the Village designated to administer or enforce this section.

Illicit connection means any drain or conveyance, whether on the surface or subsurface, which allows the discharge of sanitary waste to the municipal separate storm sewer and any connections to the municipal separate storm sewer system from indoor drains and sinks.

Illicit discharge means any discharge to the municipal separate storm sewer system that is not composed entirely of storm water except discharges with a Wisconsin Pollutant Discharge Elimination System permit or other discharges allowed locally.

Municipal separate storm sewer or MS4 means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets the following criteria:

a. Owned or operated by the Village of Fox Point.

b. Designed or used for collecting or conveying stormwater.

c. Which is not a combined sewer conveying both sanitary wastewater and stormwater.

d. Which is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

Non-stormwater discharge means any discharge to the municipal separate storm sewer system that is not composed entirely of stormwater.

Stormwater means surface runoff and drainage of rainfall and snow or ice melt.

Waters of the state means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, water courses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within the state or under its jurisdiction, except those waters which are entirely confined and retained completely upon the property of a person.

(c) *Applicability and enforcement:* This section shall apply to all discharges to the MS4 and to all activities that can reasonably be expected to result in a discharge to the MS4. The Village shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the authorized agency may be delegated in writing by the mayor to persons or entities acting in the beneficial interest of or in the employ of the Village.

(d) *Minimum standards:* The standards set forth herein and promulgated pursuant to this section are minimum standards; therefore, this section does not intend nor imply that compliance by any person will ensure that there will be no contamination, or pollution, nor unauthorized discharges.

(e) *Discharge prohibitions:*

(1) *Prohibition of illicit discharges.* No person shall discharge or cause to be discharged into the MS4 or waters of the state located within the Village any materials, including, but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illicit discharge to the MS4 is prohibited. The following non-stormwater discharges or flows are generally not considered illicit discharges if done in a non-polluting manner: water line flushing, landscape irrigation, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool water, street wash water and fire fighting.

(2) *Prohibition of illicit connections.*

a. The construction, use maintenance or continued existence of illicit connections to the MS4 is prohibited.

b. This prohibition expressly includes, without limitation, the continued use of illicit connections made prior to the adoption of this section, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

c. A person is considered to be in violation of this section if the person connects a line conveying sanitary waste to the MS4, or allows such a connection to continue.

(f) *Monitoring of discharges and access to facilities:* The authorized agency shall be permitted to enter and inspect private or public facilities, subject to regulation under this section, as often as may be necessary to determine compliance with this section. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized agency.

(g) *Notification of spills:* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the MS4, or water of the state, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release that includes hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release including only non-hazardous materials, said person shall notify the authorized agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the authorized agency within three business days of the phone notice.

(h) *Enforcement:* It shall be unlawful for any person to violate any provision of this section. Any person who fails to comply with the provisions of this section shall forfeit no less than $100.00 nor more than $500.00 and also pay fees and disbursements incurred in the prosecution of such violations. Each and every day during which a violation continues shall constitute a separate offense. The Village may also institute appropriate action or proceedings to enjoin violations of this section.

(i) *Severability:* The provisions of this section are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this section or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this section.

ARTICLE V. RENTAL PROPERTIES AND ROOMINGHOUSES

DIVISION 1. GENERALLY

§ 756-74. Definitions.

(a) *General definitions.* For purposes of this article, the following definitions shall apply:

Basement means a portion of a building located partly or wholly underground.

Dwelling means any building which is wholly or partly used or intended to be used for living or sleeping by human occupants; provided that temporary housing shall not be regarded as a dwelling.

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the building inspector.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, operating purposes, excluding bathrooms, water closet compartments, kitchens, laundries, pantries, foyers or communicating corridors, closets and storage spaces.

Infestation means the presence, within or around a dwelling, of any insects, rodents or other pests.

Multiple dwelling means any dwelling containing more than two dwelling units.

Occupant means any person over one year of age living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let.

Ordinary minimum winter conditions means the temperature 15 degrees Fahrenheit above the lowest recorded temperature for the previous ten-year period.

Owner means any person who, alone, jointly or severally with others:

(1) Shall have legal title to any dwelling or dwelling units with or without accompanying actual possession thereof; or

(2) Shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or an executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owners shall be bound to comply with the provisions of this article and of rules and regulations adopted pursuant thereto, to the same extent as the owner.

Person means any individual, firm, corporation, association or partnership.

Plumbing means all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures together with all connections to water, wastewater and sanitary sewer or gas lines.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.

Roominghouse means any dwelling, or that part of any dwelling containing one or more units, in which space is let by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rubbish means combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

Supplied means paid for, furnished or provided by or under the control of the owner or operator.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 30 consecutive days.

(b) *Meaning of certain words.* Whenever the terms "dwelling," "dwelling unit," "roominghouse," "rooming unit," and "premises" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."

§ 756-75. Application of article.

This article shall apply to all dwellings, dwelling units, rooming units and premises except for single-family owner-occupied dwellings in which no portion of the premises is let by the owner to a person not a member of the owner's immediate family.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

§ 756-76. Inspection of dwellings, dwelling units, rooming units and premises.

Upon written complaint of any citizen to the police department, mayor, Village Board member or building inspector, the building inspector is authorized and directed to seek issuance of a search warrant from the municipal judge to make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the Village in order that he may perform his duty of safeguarding the health and safety of the occupants of dwellings and of the general public. For the purpose of making such inspection, examination and survey, every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit, or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this article.

§ 756-77. Enforcement; service of notices and orders; hearings.

(a) *Notice of violation.* Whenever the building inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this article which affects the health of the occupants of any dwelling, dwelling unit or rooming unit, or the health of the general public or whenever the building inspector determines that there are reasonable grounds to believe that there has been a violation of any such provision which affects the safety of any such occupants or the safety of the general public, the building inspector shall give notice of such alleged violation to the person responsible therefor and to any known agent or such person as provided in this article. Such notice shall:

(1) Be put in writing;

(2) Include a statement of the reasons why it is being issued;

(3) Allow 60 days for the performance of any act it requires;

(4) Be served upon the owner or his agent, or the occupant, as the case requires, provided that such notice shall be deemed to be properly served upon such owner or agent, or upon such occupant, if a copy thereof is served upon him personally, or if a copy thereof is sent by registered mail to his last known address; or if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice; or if he is served with such notice by any other method authorized or required under law.

(5) Such notice must contain an outline of remedial action which, if taken, will effect compliance with the provision of this article.

(b) *Hearing.* Any person affected by any such notice issued by the building inspector may request and shall be granted a hearing on the matter before the board of appeals, provided that such person shall file in the office of the department of planning and development within ten days after service of the notice, a written statement of the grounds therefor. Upon receipt of such petition, the department of planning and development shall arrange a time and place for such hearing and shall give the petitioner written notice thereof. Such hearing shall be held as soon as practicable after the receipt of request therefor. At such hearing, the petitioner shall be given an opportunity to be heard and to show cause why such notice should not be complied with.

(c) *Determination by board of appeals.* After such hearing, the board of appeals shall sustain, modify or withdraw the notice, depending upon its findings as to whether the provisions of this article have been complied with. If the board shall sustain or modify such notice, it shall be deemed to be an order. Any notice served pursuant to subsection (a) of this section shall automatically become an order if a written petition for a hearing is not filed in office of the department of planning and development within ten days after such notice is served. After a hearing in the case of any notice suspending any permit required by this article, when such notice has been sustained by the board, the permit shall be deemed to have been revoked. Any such permit which has been suspended by a notice shall be deemed to be automatically revoked if a petition for hearing is not filed in the office of the department of planning and development within ten days after such notice is served.

(d) *Record of proceedings; appeal.* The proceedings at such hearing, including the findings and decision of the board of appeals, shall be summarized, reduced to writing and entered as a matter of public record in the offices of the department of planning and development. Such record shall also include a copy of every notice or order issued in connection with the matter. Any person aggrieved by the decision of the board of appeals may seek relief therefrom in any court of competent jurisdiction as provided by law.

(e) *Emergency actions and orders.* Whenever the building inspector finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this article, such order shall be effective immediately, but upon petition to the building inspector, the affected person shall be afforded a hearing as soon as possible, in the manner provided in subsection (b) of this section. After such hearing, depending upon the findings as to whether the provisions of this article have been complied with, the board of appeals shall continue such order in effect, modify it or revoke it.

§ 756-78. Designation of unfit dwelling and legal procedure of condemnation.

The designation of dwellings or dwelling units as unfit for human habitation and the procedure of condemnation and placarding of such unfit dwellings or dwelling units shall be carried out in compliance with the following requirements:

(1) Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the building inspector:

a. One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants or of the public.

b. One which lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.

c. One which because of its general condition or location is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.

(2) Any dwelling or dwelling unit condemned as unfit for human habitation and so designated and placarded by the building inspector, shall be vacated within a reasonable time as ordered by the building inspector.

(3) No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from and such placard is removed by the building inspector. The building inspector shall remove such placard whenever the defects upon which the condemnation and placarding action were based have been eliminated.

(4) No person shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in subsection (3) of this section.

(5) Any person affected by any notice or order relating to the condemning and placarding of a dwelling or dwelling unit as unfit for human habitation may request and shall be granted a hearing on the matter before the board of appeals, under the procedure set forth in section 756-77.

§ 756-79. Abatement of nonconforming uses.

(a) *Generally.* All dwellings, dwelling units, rooming units and premises existing on November 28, 1978, which are in violation of any provisions of this article are declared to be nonconforming uses and shall be brought into conformance within three months after such dwelling, dwelling unit, rooming unit or premises becomes a nonconforming use.

(b) *Exceptions.* Subsection (a) of this section shall not apply to any nonconforming use which fails to conform solely to the following requirements:

(1) The window size requirements of subsections 756-81(1) and (2).

(2) The requirements of subsection 756-83(3).

DIVISION 3. MINIMUM STANDARDS

§ 756-80. Minimum standards for basic equipment.

No person shall, as owner, let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking or eating therein which does not comply with the following requirements:

(1) Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to a water and wastewater and sanitary sewer system approved by the building inspector.

(2) Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to a water and wastewater and sanitary sewer system approved by the building inspector.

(3) Every dwelling unit shall contain, within a room which affords privacy to a person within such room, a bathtub or shower in good working condition and properly connected to a water and wastewater and sanitary sewer system approved by the building inspector.

(4) Every kitchen sink, lavatory basin and bathtub or shower required under the provisions of subsections (1), (2) and (3) of this section shall be properly connected with both hot and cold water lines.

(5) Every dwelling unit shall be supplied with adequate rubbish storage facilities, the type and location of which are approved by the building inspector.

(6) Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, type and location of which are approved by the building inspector.

(7) Every dwelling shall have supplied water-heating facilities which are properly installed, are maintained in safe and good working condition, are properly connected with the hot water lines required under the provisions of subsection (4) of this section and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating facilities shall be capable of meeting the requirements of this subsection when the dwelling or dwelling unit heating facilities required under the provisions of subsection 756-81(5) are not in operation.

(8) Every dwelling unit shall have safe, unobstructed means of egress leading to safe and open space at ground level as required by the rules of the state Department of Safety and Professional Services.

§ 756-81. Minimum standards for light, ventilation and heating.

No person shall, as owner, let to another for occupancy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be ten percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face

directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight type window, in the top of such room, the total window area of such skylight shall equal at least 15 percent of the total floor area of such room.

(2) Every habitable room shall have at least one window or skylight which can easily be opened or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to at least 45 percent of the minimum window area size or minimum skylight type window size as required in subsection (1) of this section, except where there is supplied some other device affording adequate ventilation and approved by the building inspector.

(3) Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms contained in subsection (2) of this section, except that no window or skylight shall be required in adequately ventilated bathrooms and water closet compartments equipped with a ventilation system which is kept in continuous operation and approved by the building inspector.

(4) Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets, or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room and public hall shall contain at least one ceiling or wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition and shall be connected to the source of electric power in a safe manner.

(5) Every dwelling shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least 67 degrees Fahrenheit, at a distance three feet above floor level, under ordinary minimum winter conditions.

(6) Every public hall and stairway in every multiple dwelling containing five or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to dwelling occupancy and containing not more than four dwelling units may be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on when needed, instead of full-time lighting.

(7) During that portion of each year when the building inspector deems it necessary for protection against mosquitoes, flies and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied screens and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens. However, such screens shall not be required during such period in rooms deemed by the building inspector to be located high enough in the upper stories of buildings to be free from such insects and in rooms located in areas of the Village which are deemed by the building inspector to have so few such insects as to render screens unnecessary.

(8) Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement which might provide an entry for rodents shall be supplied with a screen or such other device as will effectively prevent their entrance.

§ 756-82. General requirements relating to the safe and sanitary maintenance of parts of dwellings and dwelling units.

No person shall, as owner, let to another for occupancy any dwelling or dwelling unit for the purpose of living therein, which does not comply with the following requirements:

(1) Every foundation floor, wall, ceiling and roof shall be reasonably weathertight, watertight and rodentproof; shall be capable of affording privacy; and shall be kept in good repair.

(2) Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof; and shall be kept in sound working condition and good repair.

(3) Every inside and outside stair, every porch and every appurtenance thereto shall be constructed to be safe to use and capable of supporting any load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair.

(4) Every plumbing fixture and water and wastepipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstructions.

(5) Every water closet compartment floor surface and bathroom floor surface shall be constructed and maintained to be reasonably impervious to water and to permit such floor to be easily kept in a clean and sanitary condition.

(6) Every supplied facility, piece of equipment or utility which is required under this article shall be constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

(7) No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this article to be removed or shut off from or discontinued for any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process or during temporary emergencies when discontinuance of service is approved by the building inspector.

(8) No owner shall let to any other occupant any vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.

§ 756-83. Minimum space, use and location requirements.

No person shall let to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not comply with the following requirements:

(1) Every dwelling unit shall contain at least 15 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the basis of total habitable room area.

(2) In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant thereof.

(3) No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room; nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment.

(4) At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven feet; and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

(5) No basement space shall be used as a habitable room or dwelling unit unless:

a. The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness;

b. The total of window or skylight area in each room is equal to at least the minimum window or skylight area sizes as required in subsection 756-81(1).

c. Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and

d. The total of openable window area in each room is equal to at least the minimum as required under subsection 756-81(2), except where there is supplied some other device affording adequate ventilation and approved by the building inspector.

§ 756-84. Roominghouses.

No person shall operate a roominghouse or shall let to another for occupancy any rooming unit in any roominghouse except in compliance with the provisions of this article except the provisions of sections 756-80 and 756-81 shall not apply to roominghouses.

(1) No person shall operate a roominghouse unless he holds a valid roominghouse permit issued by the building inspector in the name of the operator and for the specific dwelling or dwelling unit. The operator shall apply to the building inspector for such permit, which shall be issued by the building inspector upon compliance by the operator with the applicable provisions of this article and of any rules and regulations adopted pursuant thereto. This permit shall be displayed in a conspicuous place within the roominghouse at all times. No such permit shall be transferable. Every person holding such a permit shall give notice in writing to the building inspector within 24 hours after having sold, transferred, given away or otherwise disposed of interest in or control of any roominghouse. Such notice shall include the name and address of the persons succeeding to the ownership or control of such roominghouse. Every roominghouse permit shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as provided in this section.

(2) Any person whose application for permit to operate a roominghouse has been denied may request and shall be granted a hearing on the matter before the building inspector under the procedure provided by section 756-77.

(3) Whenever upon inspection of any roominghouse the building inspector finds that conditions or practices exist which are in violation of any provisions of this article or of any rule or regulation adopted pursuant thereto, the building inspector shall give

notice in writing to the operator of such roominghouse that unless such conditions or practices are corrected within a reasonable period, to be determined by the building inspector, the operator's roominghouse permit will be suspended. At the end of such period, the building inspector shall reinspect such roominghouse, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing to the operator that the latter permit has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such roominghouse and no person shall occupy for sleeping or living purposes any rooming unit therein.

(4) Any persons whose permit to operate a roominghouse has been suspended, or who has received notice from the building inspector that his permit is to be suspended unless existing conditions or practices at his roominghouse are corrected, may request and shall be granted a hearing on the matter before the building inspector under the procedure provided by section 756-77, provided that if no petition for such hearing is filed within ten days following the day on which such permit was suspended, such permit shall be deemed to have been automatically revoked.

(5) At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and wastewater and sanitary sewer system approved by the building inspector and in good working condition, shall be supplied for each seven persons or fraction thereof residing within a roominghouse, including members of the operator's family wherever they share the use of the facilities; provided that in a roominghouse where rooms are let only to males, flush urinals may be substituted for just more than one-half of the required number of water closets. All such facilities shall be located within the dwelling to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the building inspector.

(6) The operator of every roominghouse shall change supplied bed linen and towels therein at least once each week and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(7) Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of floor space and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor space for each occupant thereof.

(8) Every rooming unit shall have safe, unrestricted means of egress leading to safe and open space at ground level, as required by law and this Village.

(9) The operator of every roominghouse shall be responsible for the sanitary maintenance of all walls, floors and ceilings and for maintenance of a sanitary condition in every other part of the roominghouse; and he shall be further responsible for the sanitary maintenance of the entire premises where the entire structure of the building is located or occupied by the operator.

(10) Every provision of this article which applies to roominghouses shall also apply to hotels, except to the extent that any such provision may be found in conflict with law or with the lawful regulations of any state board or agency.

ARTICLE VI. MINIMUM MAINTENANCE STANDARDS AND OUTDOOR STORAGE[2]

Commented [EL4]: I removed Article VI as we currently regulate property maintenance in Chapter 681 of the Village Code.

§ 756-85. Property maintenance requirements.

(a) *Purpose.* The purpose of this section is to promote the general welfare and economic well-being of the Village by establishing minimum standards for the maintenance of outdoor areas within, and exterior and structural components of structures on, lands within the Village of Fox Point.

(b) *Applicability.* This section applies to all public and private lands and structures located in the Village. Nothing in this section limits the applicability of other sections of Code to lands, buildings and structures in the Village of Fox Point.

(c) *Property maintenance requirements.* All lands and structures located in the Village of Fox Point shall be maintained in accordance with the following minimum standards and requirements:

(1) *Drainage.* Courts, yards and other outdoor areas shall be graded to divert stormwater away from buildings. Ground surface areas shall be sloped away from buildings at a grade of at least one-half inch per foot for a minimum of five feet where possible, or by alternative means such as eaves, troughs or downspout extensions. Additionally, stormwater shall not be diverted towards neighboring properties.

(2) Reserved.

(3) Reserved.

(4) *Fences and walks.* All private fences and walks shall be maintained in a safe and sanitary manner and kept in good condition. Additionally, private outdoor walkways serving multiple dwellings shall be kept free from snow, ice and other hazardous conditions.

(5) *Exterior surfaces.* All exterior surfaces of buildings, fences and other structures that are not inherently resistant to deterioration, including, but not limited to, exterior surfaces of windows and doors, shall be treated with a protective coating of paint or other suitable preservative that will provide protection from weathering and maintain an attractive appearance. Exterior surfaces treated with paint or other preservative shall be maintained so as to prevent chipping, cracking, or other deterioration of the exterior surface or the surface treatment and to present an attractive appearance.

(6) *Yard areas.* All excavation and land filling operations shall be leveled off to permit mowing of grass and weeds. Vacant land shall be planted with grass or otherwise landscaped in a manner that will effectively prevent soil erosion, and in compliance with any applicable approved site plan, landscaping plan or zoning requirements. Outdoor storage shall conform to the requirements of section 756-86.

(7) *Structural requirements.* Every foundation, exterior wall, roof, canopy, overhang and chimney shall be weather tight, watertight, rodent proof and shall be kept in good repair, and free from any condition that could cause structural degradation of the building. Any sagging or bulging portion of a building shall be repaired to a stable condition that is, to the extent practicable, level and plumb. All chimneys and

breaching shall be constructed and maintained so that they safely and properly remove the products of combustion from the building.

(8) *Windows and doors.* Windows, doors, and basement hatchways shall be weather tight, watertight, and rodent proof, and kept in good repair. All door and window hardware shall be installed and maintained in proper working condition.

(9) *Outdoor stairs and porches.* Outdoor stairs, porches and appurtenances thereto shall be constructed in accordance with applicable building code requirements, and maintained to be safe, in good repair, and attractive.

(10) *Outdoor displays and furniture.* Street furniture, outdoor display areas and other temporary furnishings and material shall be maintained in an orderly and attractive manner, and in conformance with Village approvals and all other required permits and regulations.

(11) *Waste containers and dumpsters.* Waste containers and dumpsters shall be maintained in good repair and must be maintained to prevent overflow of waste. Waste container enclosures shall be kept in good repair and attractive.

(12) *Vegetative buffers and other vegetation.* Vegetative buffers shall be maintained in such a manner as to comply with any applicable screening height, density, opacity or other requirements. Vegetative buffers and other vegetation shall be trimmed, watered and cared for in such a manner as to stay in a healthy and attractive condition.

(13) *Driveway, parking and loading areas.* All driveway, parking, loading and outside storage areas shall be a paved surface and maintained in accordance with Village standards, including any site plan or landscaping plan to which the land is subject. Paved surfaces shall be kept in good repair, and shall be repaired or replaced when any deterioration occurs to the extent that the rock or sub-base is visible.

(14) *Signage.* Permitted signs shall be maintained in good repair, and in conformance with Village standards. Exterior surfaces of signs treated with paint or other preservative shall be maintained so as to prevent chipping, cracking, or other deterioration of the exterior surface or the surface treatment and to present an attractive appearance.

(15) *Lighting.* Lawful exterior lighting shall be maintained in the permitted and constructed condition and in good working order.

(16) *Rodent or insect infestation.* Where rodent or insect infestation exists in a dwelling unit or in the shared or public parts of any dwelling containing two or more dwelling units, where caused by the owner's failure to maintain the dwelling in a rodent proof or reasonably insect proof condition, the owner shall be responsible for extermination.

(d) *Responsibility for compliance.* Owners of lands in the Village shall be responsible for maintaining or causing maintenance of their lands in compliance with this section.

(e) *Enforcement and penalties.*

(1) *Enforcement authority.* This section may be enforced by the department of planning and development staff or other person(s) authorized by the Village Board.

(2) *Opportunity to correct violations.* Before initiating legal action to recover forfeitures or obtain injunctive or other relief for violations of this section, the department of planning and development staff, or other person authorized by the Village Board, shall notify the owner of the violation or violations, and order the owner to correct the violation or violations within such time as the applicable Village official deems appropriate under the circumstances. The applicable Village official may enter into an agreement with

the owner, providing for correction of the violation or violations. An order to correct violations may be appealed to the Village Board by filing a notice of appeal with the Village clerk within ten days after the order is issued. An appeal shall stay the order. If the owner corrects the violation or violations in accordance with an order or agreement under this section, the owner shall not be subject to forfeitures for such violation or violations. If the owner fails to correct the violation or violations in accordance an order or agreement under this section, the Village may recover forfeitures for each day of noncompliance, beginning with the first day of noncompliance. Notwithstanding any of the foregoing, if the applicable Village official determines that the violation or violations presents an imminent risk of harm or damage to any historic structure, historic site, or the public health or safety, the applicable Village official may take immediate legal action to enforce this section, and there shall be no right to appeal such action to the Village Board

(3) *Forfeitures.* Violations of this section shall be subject to a forfeiture of not less than $50.00 nor more than $1,000.00, together with the costs of prosecution and applicable penalty assessments, fees and surcharges. Each day of violation or noncompliance shall constitute a separate offense.

(4) *Injunctions.* As a substitute for or in addition to forfeiture actions, the Village may institute a court action seeking injunctive relief to enforce the provisions of this section. It shall not be necessary for the Village to take corrective action or prosecute for forfeiture before seeking injunctive relief.

(5) *Corrective action.* If maintenance or other work is done to a structure in the Village of Fox Point in violation of this section, chapter 78, or Title 36 Code of Federal Regulations 67.7, the department of planning and development staff may order the owner of the subject land to take such corrective action as the staff person deems appropriate to restore the building to the condition it would have been in if the work had been done in compliance with this section, chapter 78, and Title 36 Code of Federal Regulations 67.7. An order by the department of planning and development staff to take corrective action may be appealed to the Village Board, within 30 days after the order is issued, for a de novo review. On appeal, the Village Board may order the owner of the subject property to take such corrective action as the Village Board deems appropriate to restore the building to the condition it would have been in if the work had been done in compliance with this section, chapter 78 and Title 36 Code of Federal Regulations 67.7.

§ 756-86. Outdoor storage.

(a) *Applicability.* This section applies to all private lands located in the Village of Fox Point. Nothing in this section limits the applicability of other sections of this Code to lands, buildings and structures in the Village of Fox Point.

(b) *Restrictions on outdoor storage.* No person may store or keep any of the following items outside of a fully enclosed structure on any private land in the Village, unless outdoor storage of such item is expressly authorized by the zoning regulations applicable to such land use:

(1) Inoperative or unlicensed vehicles, boats or aircraft.

(2) Junk or machinery.

(3) Building or construction materials not being used in an active, ongoing and lawful building or construction project.

(4) Landscaping materials, unless those materials are incorporated as an integral part of the landscaping on the property, or unless those materials are in the process of being incorporated in an active, ongoing and lawful landscaping project.

(5) Commercial trucks, tractors or trailers.

(6) Appliances, including, but not limited to, furnaces, hot water heaters, or water softeners, stoves, refrigerators, dishwashers, washers, dryers, except that an operable gas or charcoal grills may be kept outside.

§ 756-87. Abatement of nonconforming uses.

All dwellings, dwelling units, premises and uses existing on January 23, 1979, which are in violation of any provisions of this article are nonconforming uses which shall be abated by February 23, 1979.

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

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this_____day of 2026.

Village of Fox Point

_____
Christine Symchych, Village President

ATTEST:

_____
Sara Bruckman, Village Clerk/Treasurer

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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Consideration of an amendment to the Fox Point Fires and Fire Prevention Ordinance. (Pg. 242-263)

Overview
Updates to the Fire Prevention Code coincide with changes to State Law and allow the Village to appropriately delegate authority for fire plan review and inspection services

Background
Village ordinances are out of compliance with Act 270 and the Uniform Dwelling Code. Proposed changes by the Building Inspector and North Shore Fire Chief bring the code into compliance and appropriately designate North Shore Fire Department to perform plan review and provide inspections for fire alarm/suppression.

Request

Recommendation
Staff recommend the Village Board adopt an Ordinance to amend the Fox Point Fires and Fire Prevention Ordinance

Attachments
1. Fires and Fire Prevention draft Ordinance 6.16.26

Chapter 781

FIRES AND FIRE PREVENTION

ARTICLE I
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§ 781-2. Authority to Provide Fire Protection.
§ 781-32. Conflicting provisions.
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§ 781-54. Governing authority.
§ 781-65. Time of applicability.

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§ 781-12-101. Connection to water system; required fire hydrants.
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§ 781-13. Pre- and postconstruction requirements.
§ 781-14. Waste material.
§ 781-15. Oily waste and materials.
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§ 781-17. Carrying fires and open flame lights and devices.
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Access to Roofs and Attics

§ 781-20. Access to attics and roof required.

ARTICLE V
Appeals; Penalties

§ 781-21. Appeals.
§ 781-22. Violations and penalties.

[HISTORY: Adopted by the Village Board of the Village of Fox Point as Ch. 11 of the 1961 Code. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. 756.

Electrical standards — See Ch. 770.

Plumbing — See Ch. 825.

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ARTICLE I
Adoption of Codes

§ 781-1. Codes adopted.

All orders, rules and regulations of the Department of Safety and Professional Services, as are set forth in the Wisconsin Administrative Code and from time to time as amended, are hereby adopted. This includes but is not limited to the Commercial Building Code, the Fire Prevention Code, the Electrical Code, and all Administrative Codes not listed. ~~The Fire Prevention Code (NFPA, most recent edition), the Life Safety Code (NFPA, most recent edition) and all standards actually referenced in Chapters 1 to 31 of NFPA 1, and listed in Chapter 32 of NFPA 1, and only such standards as actually referenced in Chapters 3 to 42 of NFPA 101, and listed in Chapter 2 of NFPA 101 are also incorporated herein by reference and adopted as part of this Fire Code.[1]~~

§ 781-2. Authority to Provide Fire Protection.

Pursuant to Wis. Stats. §§ 61.65(2)(a)3 and 66.0301, the Fire Department protecting and operating for the benefit of the Village of Fox Point shall be the North Shore Fire Department. It shall be the duty of the Fire Chief and the Chief's authorized assistants to enforce all laws, orders, regulations and all other ordinances set forth in this chapter.

§ 781-3~~2~~. Conflicting provisions.

In cases of conflict between local, state and national code provisions, the most restrictive provisions shall govern, except as listed by § SPS 361.03, Application, Subsection (5), Local Ordinances, Wis. Adm. Code.

§ 781-4~~3~~. ~~North Shore Fire Department.~~Definitions.

In this Chapter, the following definitions shall apply:

(a) "Code" means the municipal code of ordinances for the Village of Fox Point.

(b) "Fire Chief" means the Chief of the North Shore Fire Department and the chief's designees or authorized assistants.

(c) "Fire Department" means the North Shore Fire Department.

~~(d)~~

~~(e)~~(d) "Governing authority" means the Village of Fox Point.

~~(f)~~(e) "Hazardous Materials" means any materials of a solid, liquid, gaseous or semi-solid form which, because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment. Such material includes, but is not limited to, material which is toxic, carcinogenic, or flammable or other material set forth in § 144.01(4m) Wis. Stats., as amended from time to time. Such material also includes irritants and strong oxidizers or materials, which generate pressure because of decomposition or heat. Toxic material includes containers and receptacles previously used in transportation, storage, use or application of material described herein as hazardous material.

~~(g)~~(f) "Municipality" means the Village of Fox Point.

~~(h)~~(g) "Open Burning" means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or chimney.

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~~(i)~~(h) "Outdoor burning" means open burning or burning in an outdoor wood-fire furnace.

~~(j)~~(i) "SPS" means the Wisconsin Department of Safety and Professional Services.

(j) "Refuse" means any waste material.

~~The term "fire department" as used within this chapter shall mean the North Shore Fire Department, and the term "fire chief" or "chief of the fire department" shall mean the Chief of the North Shore Fire Department and the chief's designees or authorized assistants.~~

§ 781-54. Governing authority.

~~The term "governing authority" shall mean the Village of Fox Point.~~ The Village of Fox Point shall determine what items it wants to control by permit, establish the procedures for plan reviews, establish fees, as well as the steps that will be followed for noncompliance or appeals.

§ 781-65. Time of applicability.

The provisions of this chapter shall not be applied retroactively to building construction or a project that was in conformity with the codes and regulations in effect at the time of the grant of the building permit

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1. **Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).**

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ARTICLE II
Fire Inspections

§ 781-~~7~~6. Duty and authority of Chief of Fire Department.

A. General Authority. Fire Chief or his/her designee shall have charge of fire-suppression operations and emergency response within the Village and shall exercise the authority granted by Wis. Stat. § 213.095 during an active fire or emergency. The Fire Chief shall enforce the Fires and Fire Prevention Code and for such purposes shall have the full powers granted pursuant to Wis. Stat. § 101.14.

B. Fire Inspector. The Fire Chief shall hold the office of Fire Inspector with the power to appoint one or more Deputy Fire Inspectors, who shall perform the same duties and shall have the same powers as the Fire Inspector.

~~A. It shall be the duty of the Chief of the Fire Department to inspect or cause to be inspected as often as may be necessary all buildings and premises except the interior of private dwellings for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of the provisions of this chapter at least once in each non-overlapping 6-month period per calendar year except as provided in SPS 330(13)(b)(5) and 96) for which those inspections may be conducted once per calendar year provided the interval does not exceed 15 months..~~ Fire Inspection Frequency. It shall be the duty of the Fire Inspector or his/her designee to inspect all buildings and premises at least once per calendar year pursuant to Wis. Admin. Code § SPS 314.01(13)(b)7.a., except the interiors of dwelling units, as often as may be deemed necessary for the purpose of ascertaining and causing to be corrected, any conditions liable to cause fire or any violation of any state law or ordinance relating to fire hazards, or to the prevention of fire. In no event shall the period between inspections exceed fifteen (15) months.

(1) Whenever any such inspector shall find in any building or upon any premises combustible waste material or explosive matter, which is so situated as to endanger property, or shall find in any building or structure obstructions to or on fire escapes, stairs, passageways, doors or windows liable to interfere with the operations of the Fire Department or egress of occupants in case of fire, the inspector may order the same to be removed or remedied.

(2) Whenever any such inspector shall find any building or other structure that, for want of repairs, lack of sufficient fire escapes, automatic or other fire alarm apparatus, or fire extinguishing equipment, or by reason of age or dilapidated conditions, or from any other cause, is especially liable to cause or support fire and which is so situated as to endanger other property or the occupants thereof, and whenever such inspector shall find in any building combustible waste material, explosive matter or flammable conditions dangerous to the safety of such building or the occupants thereof, the inspector may order such dangerous conditions or materials to be removed or remedied.

(3) If in any existing building or structure because of its use or occupancy additional exits are required or repairs to existing exits are necessary or where repairs to any structural part of such building or structure are required, the inspector will notify the Building Inspector who may reinspect such building or structure, thereafter instituting the proper remedies as may be required.

C. Securing fire scene. The Fire Chief or his/her designee may prescribe limits in the vicinity of any fire or emergency scene which no persons, other than firefighters, police officers or those admitted by the order of the Fire Department, shall enter.

D. Right of entry. Any firefighter while acting under the direction of the Fire Chief or his/her designee, may enter the premises adjacent to any building or other property for the purpose of extinguishing a fire.

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E. Removal and destruction of property. The Fire Chief or his/her designee may order the removal, relocation, or destruction of property as necessary to prevent the spread of fire, protect adjoining property, or facilitate fire-suppression operations, including the disconnection of utilities or removal of obstructions.

F. Complaints. Upon receipt of a complaint concerning fire-safety conditions in an occupied building or premise, the Fire Chief or his/her designee may inspect the premises as is deemed necessary.

~~The Chief of the Fire Department is hereby empowered to order compliance with the regulations of this chapter and all other lawful orders or laws relating to fire prevention and fire protection in all existing buildings and structures. Further, the Chief of the Fire Department is hereby empowered to close any building or structure and order it vacated whenever violations of any of the regulations of this chapter are found and are not corrected within the time stipulated by the Chief or the chief's authorized representative. Where the public is exposed to immediate danger, the Chief is hereby empowered to order the closing and vacating of the building at once. This section shall apply to all buildings, structures and premises in the Village of Fox Point.~~

~~B.~~G. The Fire Chief and the chief's designees are authorized to issue citations for violations of this chapter.[2]

§ 781-~~8~~7. ~~Notice.~~Correction process.

A. The Chief of the Fire Department is hereby empowered to order compliance with the regulations of this chapter and all other lawful orders or laws relating to fire prevention and fire protection in all existing buildings and structures. Further, the Chief of the Fire Department is hereby empowered to close any building or structure and order it vacated whenever violations of any of the regulations of this chapter are found and are not corrected within the time stipulated by the Chief or the chief's authorized representative. Where the public is exposed to immediate danger, the Chief is hereby empowered to order the closing and vacating of the building at once. This section shall apply to all buildings, structures and premises in the Village of Fox Point.

~~A.~~B. Any orders shall be provided in writing to the occupant and owner of the premises. In case the owner or occupant of the premises cannot be found, such written order shall be affixed in a conspicuous place on the entrance door to such building or structure or on the premises. Thereafter, a copy of such order shall be mailed to the owner or occupant addressed to their last known post office address. It shall be unlawful for any person to remove such affixed notice without the written consent of the Fire

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2. Editor's Note: Original Sec. 11.02(1)(D), Providing a fee for third and subsequent inspections, which immediately followed this subsection, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

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Chief.

~~B.~~C. Any such order shall forthwith be complied with by the owner and occupant of such building, structure, or premises. The owner or occupant may within 24 hours appeal to the Fire Chief for a review of such order, and who shall thereafter as soon as possible file his decision. Unless such order is revoked or modified by the Chief of the Fire Department, it shall remain in full force and be complied with within the time fixed in said order.

§ 781-~~9~~8. Right of entry.

A. The Chief of the Fire Department, or any fire inspector, may, at all reasonable hours, enter any public buildings, public structures, or enter upon any public premises or portions thereof, for the purpose of routine preventative inspections, in order to ascertain whether conditions exist which are liable to cause fire, or whether any violation of any law or order relating to fire hazards or fire prevention exists or has occurred. The owner, agent, or occupant of any such public premises who refuses to permit or prevents or interferes with any entry into or upon the public premises by such fire inspector, or interferes with any such fire inspection, shall be deemed guilty of violating this section.

B. The Chief of the Fire Department, or any fire inspector, may, at all reasonable hours, enter any buildings, structures, premises or areas in the Village of Fox Point, or portions thereof, with the consent of the owner or the owner's authorized agent, for the purpose of routine preventative inspection, in order to ascertain whether conditions exist which are liable to cause fire or whether any violation of any law or order relating to fire hazards or prevention of fires exists or has occurred. No consent is needed in case of an emergency.

C. Without consent, and in cases other than emergencies, the Chief of the Fire Department, or in the chief's absence, the officer in charge of said department, shall obtain a warrant from the Municipal Judge of the Municipal Court of the Village of Fox Point, or from any judge of a court of record in Milwaukee County, prior to entering any building, structure, or premises or any portion thereof, other than those portions open to the public, in accordance with § 66.0119, Wis. Stats., for the purpose of inspection as referred to in Subsection B hereof.

§ 781-~~10~~9. Investigation of fires; police powers.

A. The Fire Department may investigate the origin and cause and circumstances of fires occurring in the Village by which property has been destroyed or damaged and, so far as possible, determine whether the fire is the result of arson, carelessness, or design. Such investigations may begin immediately upon the occurrence of such a fire, and if it appears to the officer making such an investigation that such fire is of suspicious origin, the Chief of the Fire Department shall be immediately notified of the facts. The Chief shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. The Fire Department ~~A member of the Fire Investigation Team in charge of such fire~~ shall file a written report of damage associated with every fire in a timely manner. It shall contain a statement of all facts relating to the origin and cause and circumstances of such fire and other information as may be required.

B. The Village Attorney and any other department of the Village, upon request of the Fire Chief, shall assist in the investigation of any fire that, in the chief's opinion, is of suspicious origin.

C. The Fire Chief or officers in command at any fire are hereby vested with full and complete police authority. Any officer of the Fire Department may cause the arrest of any person failing to give the

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right-of-way to the Fire Department in responding to a fire.

D. The Fire Chief or officers in command may prescribe certain limits in the vicinity of any fire within which no persons, excepting fire fighters and police officers and those admitted by order of any officer of the Department, shall be permitted to enter.

E. The Fire Chief or officers in command shall have the power to cause the removal of any property whenever it is deemed necessary and prudent for the preservation of such property or to prevent the spread of fire or to protect any adjoining property. During the progress of any fire, they shall have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the Department during the progress of a fire.

§ 781-11~~0~~. Permits and Fees.

The North Shore Fire Department shall have the ability and authority to establish, charge and collect fees for items such as fire alarm and fire suppression plan review and inspections associated with them and other items as directed by the Chief of the North Shore Fire Department.

~~Plans and permits shall be secured from the North Shore Fire Department prior to the start of any new, alteration, addition or remodeling work in commercial buildings.~~

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ARTICLE III
Fire Prevention

§ 781-~~10~~121~~1~~. Connection to water system; required fire hydrants.

A. It is the intent of this section to insure an adequate water supply for firefighting purposes to structures or buildings that are located on private property at extended distances from Village hydrants.

B. All buildings or parts thereof to be used for residential or commercial must be fully equipped with all necessary plumbing and piping for water and sewer service and the same shall be connected adequately with Village water and sewer systems.

C. Any building hereafter erected or structurally altered to increase the floor area by 50% or more shall provide, at the owner's expense, an approved water hydrant when such building is set back more than 150 feet from a Village hydrant. Hydrants shall be freestanding and shall be installed not more than 50 feet nor less than 25 feet from the building. One hydrant shall be located at the main entrance to such building. Additional hydrants shall be provided around the perimeter of the building so that no hydrant is more than 250 feet from any other approved hydrant measured by normal access routes. All such hydrants shall be incorporated as part of a grid water main system connected from two or more water mains.

D. An approved water hydrant shall mean a water hydrant connected to the Village water mains, and such hydrant shall have a four-and-one-half-inch discharge connection. The connecting water line between the Village water mains and the approved water hydrant shall not be less than eight inches. All water hydrants shall be approved by the Chief of the Fire Department or the chief's designee and shall be installed in compliance with the standards of the Village Water Utility. All water hydrants shall be installed in such a manner and location so as to be accessible at all times to the Fire Department.[3]

~~**§ 781-11. Automatic sprinkler systems.**~~

~~A. Intent. The intent of this section is to provide a standard means for the automatic extinguishing of fires in buildings that, because of their size, construction or occupancy or lack of suitable protective equipment, constitute a special fire hazard to life or property.~~

~~B. Definitions.~~

~~(1) For the purpose of this section, the following definitions shall be applicable:~~

~~APPROVED As applied to automatic fire sprinkler systems, means the approval of equipment and installation by the North Shore Fire Department applying recognized national fire codes and industry testing standards as to manufacture and installation. All sprinkler installations shall be installed to the appropriate NFPA standard. The edition of that standard shall be the most current printed edition unless specifically identified otherwise. The Authority Having Jurisdiction shall provide all local approvals.~~

~~AREA The entire space within the surrounding exterior walls not to include vent shafts or courts. For purposes of calculating egress, two-hour walls meeting the design of horizontal exits can be used to limit area.~~

~~AUTHORITY HAVING JURISDICTION (AHJ) As used in this chapter and in all NFPA~~

~~3. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).~~

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documents, shall mean the Chief of the North Shore Fire Department or the chief's designee. The AHJ shall be responsible for the enforcement of the Fire Code as well as approving all sprinkler and fire alarm plans.

AUTOMATIC FIRE SPRINKLER EQUIPMENT — A system of piping connected to a water supply or other recognized suppression agent provided with approved automatic fire sprinklers and/or devices so arranged and located as to discharge water or other recognized suppression agent automatically to control or suppress a fire.

BASEMENT — That portion of a building or structure that is partially or completely below the level of exit discharge.

CLASSES OF CONSTRUCTION — The classes of construction referenced are set forth in the International Building Code.

Type I	A or B
Type II	A or B
Type III	A or B
Type IV	HT
Type V	A or B

EXISTING OCCUPANCY — All buildings or portions of buildings occupied at the time this chapter is adopted.

SUBBASEMENT — Any level below a basement. This level is entirely below grade.

(2) Occupancy definitions. The following are the occupancy classifications and their definitions that will be used to determine the building, structure or tenant use of any given space. The following are referenced from the International Building Code.

(a) Assembly:

Group A-1	Assembly uses with seating for the production or viewing of motion pictures or viewing performing arts.
Group A-2	Assembly uses intended for the consumption of food or drink.
Group A-3	Assembly uses intended for worship, recreation or amusement (uses not classified elsewhere in Group A).
Group A-4	Assembly uses intended for viewing indoor sports events with spectator seating.
Group A-5	Assembly uses intended for participation in or viewing outdoor.

(b) Business:

Group B	The use of a building or portion thereof for office, professional or service type transactions.

(c) Educational:

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Group E — The use of a building or structure for educational purposes by six or more persons at any one time through the 12th grade.

Day care used for the education, supervision or personal care of more than five children over the age of 2 1/2 shall be part of this group.

(d) Factory and industrial:

Group F-1 — Factory or industrial uses which pose a moderate hazard (all uses not fitting the F-2 category).

Group F-2 — Factory or industrial uses that involve the fabrication or manufacturing of noncombustible materials and the processing or packaging of the finished product does not pose a significant fire hazard.

(e) High hazard:

Group H-1 — Buildings or structures that contain materials that pose a threat of detonation.

Group H-2 — Buildings or structures that contain materials that present a deflagration hazard or hazard from accelerated burning.

Group H-3 — Buildings or structures that contain materials that readily support combustion or present a physical hazard.

Group H-4 — Buildings or structures that contain materials that contain materials that are health hazards.

Group H-5 — Semiconductor fabrication facilities and comparable research and development.

(f) Institutional:

Group I-1 — Buildings or structures or portions thereof housing more than 16 persons on a twenty-four-hour basis because of age, mental disease or other reasons live in a supervised residential care environment (persons in this group can respond to emergencies without physical assistance).

Group I-2 — Buildings or structures or portions thereof used for medical, surgical, psychiatric, nursing or custodial care on a twenty-four-hour basis of five or more persons not capable of self-preservation.

A facility that provides child care on a twenty-four-hour basis to more than five children 2 1/2 years of age or less or part of this group.

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Group I-3 Buildings or structures or portions thereof that are inhabited by more than five persons who are under restraint or security. Persons in this group are usually incapable of self-preservation because of security measures.

Group I-4 Buildings or structures or portions thereof occupied by persons of any age who receive custodial care for less than 24 hours by persons other than family in a place other than the home of the person being cared for.

(g) Mercantile:

Group M Buildings or structures or portions thereof for the display and sale of merchandise (involves stocks of goods, wares or merchandise incidental to such purposes and accessible to the public).

(h) Residential:

Group R-1 Residential occupancies where the occupants are primarily transient (less than 30 days).

Group R-2 Residential occupancies containing more than 2 dwelling units where occupants are permanent in nature.

Group R-3 Residential occupancies are permanent in nature where buildings do not contain more than 2 dwelling units or adult or child care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.

Group R-4 Residential occupancy buildings for residential care/assisted living for more than five but not more than 16 persons.

(i) Storage:

Group S-1 Moderate hazard storage.

Group S-2 Low-hazard storage of noncombustible items (can be on combustible surface).

(j) Utility and miscellaneous:

Group U Covers all buildings and structures not covered in any other occupancy chapter.

C. Where required. An approved automatic fire sprinkler system shall be installed and maintained per the requirements of the Life Safety Code, NFPA 101. Where conflicts arise between this section and any other code section, the most restrictive requirements shall apply. Nothing in this section shall apply to one and two family dwellings.

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~~(1) Special structures and high-rise buildings:~~

~~(a) Open structures (occasional occupants): provide automatic, manual or other protection that is appropriate for the hazard.~~

~~(b) Towers (occasional occupants): provide automatic, manual or other protection that is appropriate for the hazard.~~

~~(c) Water-surrounded structures (occasional occupants): provide automatic, manual or other protection that is appropriate for the hazard.~~

~~(d) Piers: protection dependent on use of pier.~~

~~(e) Vehicles and vessels: where immobile, check specific occupancy use chapter for requirements.~~

~~(f) Underground and windowless structures: approved automatic sprinkler system (occupant load of 50 or more).~~

~~(g) High-rise buildings: protected throughout by an approved automatic sprinkler system.~~

~~(h) Permanent membrane structures: portable fire extinguishers.~~

~~(i) Temporary membrane structures: portable fire extinguishers.~~

~~(j) Tents: portable fire extinguishers.~~

~~(2) Assembly. Throughout buildings with assembly occupant load of 300 or more. Throughout the story containing the assembly occupancy. Throughout all stories below the story containing the assembly use. In cases where the assembly use is located below the level of exit discharge, then all intervening stories including the level of exit discharge.~~

~~(3) Educational: all levels below the level of exit discharge.~~

~~(4) Day care: check size for special requirements.~~

~~(5) Health care: buildings containing health care occupancies throughout.~~

~~(6) Ambulatory health care: check occupancy chapter.~~

~~(7) Detention and correction occurrences:~~

~~(a) Use Condition I: check occupancy chapter.~~

~~(b) Use Condition II: throughout.~~

~~(c) Use Condition III: throughout.~~

~~(d) Use Condition IV: throughout.~~

~~(e) Use Condition V: throughout.~~

~~(8) Lodging or rooming house: throughout.~~

~~(9) Hotels and dormitories: throughout.~~

~~(10) Apartment building: throughout.~~

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(11) Residential board and care occupancies: throughout.

(12) Mercantile occupancies: throughout, if:

(a) All mercantile occupancies three or more stories in height.

(b) All mercantile occupancies exceeding 12,000 square feet in gross area.

(c) Stories below the level of exit discharge where such stories have an area exceeding 2,500 square feet us for the sale, storage, or handling of combustible goods and merchandise.

(13) Business occupancies: check occupancy chapter.

(14) Industrial occupancies:

(a) General industrial (check size and use).

(b) Special purpose (check special processes or equipment for additional protection requirements).

(c) High hazard: throughout.

(15) Storage occupancies. Special provisions for certain types of storage uses.

D. Hazardous properties or special concerns. Throughout every building which by reason of its construction or the highly combustible nature of its occupancy involves a severe hazard to the life of its occupants or, in the judgment of the authority having jurisdiction, constitutes a fire hazard which by its very nature may more directly affect adjoining properties.

E. How installed. All required fire extinguishing and fire alarm systems shall be installed in accordance with current editions of the National Fire Protection Association, hereinafter referred to as "NFPA" Fire Protection Code or Codes, or other standards, which substantially meet or exceed NFPA standards as approved by the Fire Chief.

F. Maintenance. The owner or occupant of a building or structure containing any required automatic sprinkler system shall maintain that system in an operative condition at all times which includes periods where the building may not be occupied. The occupant of the building shall notify the Fire Chief immediately in case the sprinkler protection is rendered out of service for any reason. All sprinkler systems shall be tested to meet the requirements of NFPA 25. A person(s) or company holding testers credentials issued by the State of Wisconsin shall perform the tests.

§ 781-12. Fire extinguisher systems.

A. Automatic fire extinguisher cooking systems.

(1) Definitions. For the purposes of this section, the following definitions shall be applicable:

ACCEPTED — All provisions of this section have been complied with and have been approved in writing by the Fire Department.

APPROVED AUTOMATIC FIRE EXTINGUISHING SYSTEM — A package unit as listed by the Underwriters Laboratories Inc. (or other nationally recognized testing laboratory), fire protection equipment list in effect at the date of installation, for the extinguishing of fires in hoods, filters and ducts used for the ventilation of cooking equipment, or a system individually designed to the appropriate applicable standard.

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COOKING EQUIPMENT — Ranges, ovens, broilers, deep fryers, grills and other cooking appliances or devices designed for use in preparing food.

DUCT SYSTEMS — Metal enclosures or pipes attached to the hood and leading to the outside for the purpose of venting and dissipating cooking vapors and residues.

ESTABLISHMENT — A building or portion of a building, room, public or private, where food is prepared for consumption by customers either on or off the premises, patients, members or inmates of such building. Included in this definition are schools, churches, hospitals, nursing homes, lodges, hotels, motels, cafeterias, restaurants, food kitchens and places of detention.

HOOD — The portion of the cooking equipment usually installed above the cooking equipment and designed for the primary collection of cooking vapors and residues, constructed of materials listed and approved for that use.

PACKAGE UNIT — A complete automatic fire extinguishing system as designed by the manufacturer, listed by a testing organization and installed in compliance with the manufacturer's instructions and recommendations. Systems designed for individual installation by competent authority and approved by the Fire Department shall be deemed to be in compliance with this section.

(2) Where required.

(a) A hood and duct system shall be installed in any restaurant, and over all other equipment used for frying, cooking and similar preparation of food in all establishments, shall be equipped with or have immediately available, an approved automatic fire extinguishing system designed for manual and automatic operation, or with a system approved by the Fire Department which will safeguard the premises, occupants and frequenters thereof.

(b) All establishments affected by the requirements of Subsection A(2)(a) hereof shall comply with the requirements of this subsection. All new installations shall comply before the Building Inspector shall grant a certificate of occupancy.

(3) Installation requirements.

(a) All equipment shall conform to the appropriate NFPA standard. The equipment shall be either a "package unit" as listed in the Underwriters Laboratories, Inc., Fire Protection Equipment List, for the extinguishment of fires in hoods, filters, and ducts used for ventilation of restaurant cooking equipment or a system individually designed ("engineered systems") to the applicable NFPA standard for the type of extinguishing equipment. A manual actuation control which is accessible to kitchen personnel shall be provided. The control shall be located near the hood not more than five feet above the floor, readily accessible and not obstructed by cabinets or any other objects, permanent or temporary that would affect a persons ability to see the device. Instructions on operation of the manual control system shall be posted. A visual indicating device shall be provided and so located that at any time it can readily be determined if the system's extinguishing agent has discharged. An automatic fuel shutoff device shall be provided on all gas-fired appliances.

(b) No fuel shutoff device is required for electric appliances except electrically operated deep fat fryers. The installation shall conform to NFPA No. 96, Ventilation of Cooking Equipment. Package units shall be installed in conformance with the limitations in the Underwriters' Laboratories, Fire Protection Equipment List as established by tests for the

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~~various unit sizes and nozzle arrangements. In the ventilating system, all areas that are enclosed or partly enclosed shall be protected, including areas behind filters, duct work, including in some cases fresh air intakes, and enclosed air intakes ahead of filters. All hood systems shall be engineered regardless of size.~~

~~(c) Plans. A dimensional drawing or sketch showing the hood and ducts and the extinguishing system shall be prepared together with a form showing the size of the hood and ducts, the area of the protected surface, the model, size and number of package units, the size and length of piping, the number and type of fittings and the number of nozzles and distance of nozzles above the cooking surface, if protected.~~

~~(4) Maintenance requirements. All extinguishing systems shall be inspected and maintained at least semiannually by a factory authorized representative, and the unit shall have a certification tag of the inspection which shall be attached to the extinguishing agent.~~

§ 781-~~13~~132. Pre- and postconstruction requirements.

A. Access for firefighting.

(1) Access for use of heavy firefighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is completed.

(2) Free access from the street to fire hydrants, and to outside connections for standpipes, sprinklers or other fire extinguishing equipment, whether permanent or temporary, shall be provided and maintained at all times. No material or construction shall be placed within 10 feet of such hydrants or connections, nor between it and the center line of the street.

(3) During building operations, free access to permanent, temporary, or portable first aid fire equipment shall be maintained at all times.

(4) In all buildings over 50 feet in height, at least one stairway shall be provided in usable condition at all times. This stairway shall be extended upward as each floor is installed.

(5) Arrangements shall be made so that fire fighters will have access to the premises when called to a fire.

B. Supervision and watch service.

(1) A capable person having the necessary authority shall be placed in charge of fire protection. That person's responsibilities shall include maintenance and location of fire protective equipment, general supervision of safeguards and location of salamanders or portable heating equipment, and the establishment and maintenance of safe cutting and welding operations.

(2) No owner or occupant of any building or any person or corporation engaged, either as a contractor, worker or in any other capacity, in any work upon any building, shall maintain a fire in any building within this Village in a stove, salamander, or other similar contrivance without having some person at all times present in such building to attend such fire unless a fireproof substance is at all times maintained immediately under such stove, salamander or other similar contrivance and unless the same is connected with the outside of said building by means of a noncombustible pipe or chimney in such manner that all of the smoke and gases arising from such fire are conducted directly to outside of said buildings.

C. Cutting and welding operations. A permit system to be administered by the Fire Department shall be

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used for cutting and welding operations on the job site under the supervision of the construction superintendent or the person in charge of fire protection. This permit system shall be applicable to subcontractors' personnel as well as the contractors. A permit shall not be issued until:

(1) It has been determined that cutting and welding can be safely conducted at the desired location;

(2) Combustibles have been moved away or safely covered; and

(3) A fire watchman with extinguisher is posted for the duration of the work, and for 30 minutes thereafter, to see that sparks or drops of hot metal do not start fires.

~~D. Fire stopping.~~

~~(1) Concealed spaces. In the construction of new buildings or structures involving structural or substantial alterations amounting to more than 50% of the assessed valuation of the building or structure, any concealed space in which materials having a flame-spread rating greater than Class A are exposed, shall be effectively fire-stopped as hereinafter provided with materials approved by the Fire Department.~~

~~(a) Every interior and exterior wall and partition shall be fire-stopped at each floor level, at the top story ceiling level and at the level of support for roofs.~~

~~(b) Every unoccupied attic space shall be subdivided by fire stops into areas not to exceed 3,000 square feet.~~

~~(c) Any concealed space between the ceiling and the floor or the roof above shall be fire-stopped for the full length of the space along the line of support for the floor or roof structural members and if necessary, to be determined by the Fire Department, at other locations, to form areas not to exceed 1,000 square feet for any space between the ceiling and the floor, and 3,000 square feet for any space between the ceiling and the roof.~~

§ 781-~~14~~13. Waste material.

A. No owner or owners, agent or occupants of any buildings situated within the Village shall allow any wastepaper, hay, straw, rags, or other waste material of combustible nature to accumulate or to remain in any building or on any premises more than 24 hours unless stored as provided in Subsection D of this section.

B. The Chief of the Fire Department may order the immediate removal of such accumulated combustible waste material from any building or premises when in his opinion such storage would create a fire hazard. Ashes, when kept in basements in buildings under this section, shall be placed in fireproof tins, areas or containers.

C. Every person who violates the provisions of this section shall be deemed guilty of a separate offense for every 24 hours such violations shall continue and shall be subject to a separate penalty for each and every offense.

D. Combustible cuttings, disposal of waste, cloth, paper, or other waste combustible cuttings shall be cleared up and removed from the building at the close of each day's work and shall be stored in a separate fireproof storage building, or in a metal container with cover or in a metal-lined box with cover or in a fireproof vault or room.

§ 781-~~15~~14. Oily waste and materials.

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A. Oily waste and oily rags, when not in actual use, during the day, shall be kept in approved, standard, self-closing metal waste cans, set firmly on three-inch legs. One such waste can shall be installed for every 2,500 square feet of floor area, on each floor, where oily waste or oily rags are used. The contents of all such waste cans shall be destroyed, burned or removed from the building at the close of each day's work.

B. Sweeping compounds within buildings shall be kept and stored in covered metal drums or containers.

C. Sweepings shall be immediately burned or deposited in approved metal receptacles.

D. Oily or greasy clothing shall not be allowed to remain on wooden floors or work benches, nor placed in wooden lockers, or hung against wooden walls or partitions. All such items shall be stored in a properly listed storage locker or container.

E. It shall be unlawful for any owner or occupant of any building or premises to store or permit the storage in any building or on any premises any loose or baled hay, straw, hemp, flax, tow, shavings, sawdust or any other combustible materials of like nature.

§ 781-~~16~~15. Burning materials. [Amended 8-11-2015 by Ord. No. 2015-02A; 6-12-2018 by Ord. No. 2018-03]

A. Prohibition; exceptions. Open burning, outdoor burning and refuse burning are prohibited, subject to the exceptions in this § 781-1~~5~~6. **[Amended 6-14-2022 by Ord. No. 2022-03]**

B. Grilling exception. Fires using charcoal, wood, propane or natural gas in cooking or grilling appliances are allowed if located in approved locations as follows: No hibachi, gas-fired grill, charcoal grill, electric grill or other similar device used for cooking shall be used or kindled above grade level on any balcony or under any overhanging portion or within 10 feet of any structure, any combustible material, combustible wall or partition, exterior window opening, exit access or exit.

C. Community event exception. Fires using wood or other natural materials may be allowed by the Village Manager on public property in the Village, for recreational purposes during a community event that is open to the public. The Village Manager, in the Manager's discretion, is authorized to determine whether to allow such fires, in consideration of all facts and circumstances which may include the location, the number of participants expected, weather conditions, impacts upon surrounding areas and precautions taken. The Village Manager may impose limitations or conditions upon the approval of any fire approved pursuant to this section. **[Added 10-14-2021 by Ord. No. 2021-06]**

D. Permanent gas-fire feature exception. Permanent outdoor gas-fire features may be utilized for open burning upon compliance with all applicable codes and standards. Fuel for this type of fire shall only be those designated for the appliance. The appliance shall have an enclosure that is permanently anchored to the exterior of the fire feature. Fire features shall not be located closer than 10 feet from the nearest building, accessory structure, fence, deck or any other combustible surface and shall be used on a noncombustible, safe and level surface. No combustible materials shall be allowed within five feet of the appliance. Features must be located a minimum of 10 feet from building air intakes or other openings. Any open burning of this type shall be constantly attended and supervised by competent persons of at least 18 years of age; this includes the time from ignition until the fire is extinguished. These persons shall have readily available for use such fire-extinguishing equipment as may be necessary for the total control and extinguishment of the fire. The igniter shall be secured to prevent unauthorized persons from igniting the burner. A visible emergency shut-off shall be provided within reach.

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E. Prescribed burning allowed with a permit. A prescribed burn is the controlled burning of invasive weeds, grasses, and brush that is planned and conducted by a professional environmental consulting or engineering firm demonstrating adequate proof of insurance, for the purpose of restoring native prairie plant species and improving wildlife habitat. **[Added 6-14-2022 by Ord. No. 2022-03[4]]**

(1) Adequate proof of insurance for the professional environmental consulting or engineering firm conducting the prescribed burn shall be shown through certificate of insurance and shall be at least $1,000,000 in commercial liability and general liability coverage for injury to both property and person, and any other coverage as required by the North Shore Fire Department.

(2) Prescribed burning permits will be reviewed and issued by the North Shore Fire Department in accordance with their standards. Contractors receiving a permit will be required to notify the Bayside Communications Center on the day of the prescribed burn event prior to commencing the burning activity.

F. Negligent handling prohibited. Notwithstanding the foregoing exceptions, whoever handles burning materials in a highly negligent manner is subject to the penalties hereinafter enumerated. Burning material is handled in a highly negligent manner if, under the circumstances, the person should realize that it creates an unreasonable risk and high probability of death or great bodily harm to another or serious damage to another's property.

§ 781-~~17~~16. Carrying fires and open flame lights and devices.

A. No persons shall carry, keep or maintain any fire in, through, or upon any public thoroughfare or premises, except within an approved, closed, secure pan, vessel or vehicle.

B. No open flame candles or other open flame fixture, whether equipped with a guard or not, shall be used in any place of assembly, except within duly constituted church or lodge buildings. Such open flame candles or other flame fixtures, whether equipped with a guard or not, shall not be used in auditoriums of church or lodge buildings, except when such candles or fixtures are actually held by persons seated, standing, or in procession in such auditorium. Such candles or fixtures need not be held by persons in the auditorium if they are securely supported on noncombustible bases and the flame is at least seven feet above the floor; are so located as to avoid danger of ignition of combustible material; are under constant observation and supervision by a responsible person designated for each aisle; are kept lighted only when necessary during the ceremony or ritual; and are extinguished before the occupants leave the auditorium.

C. Open flame devices used for the warming of food may be used in restaurants and dining areas, provided such devices and their location are approved by the Fire Department.

D. Open flame devices may be used on stages where a necessary part of theatrical performances, provided adequate precautions, satisfactory to the Fire Department, are taken to prevent ignition of any combustible materials.

E. The use of other open flame lights and devices, not herein regulated, may be permitted by the Chief of the Fire Department, or the chief's designees, under such restrictions as in their judgment is necessary to avoid danger of ignition of combustible material or injury to persons.

4.~~3.~~ Editor's Note: This ordinance also renumbered former Subsection E as Subsection F.

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§ 781-~~18~~17. Smokers.

Any person who by attempting to light or to smoke cigarettes, cigars, pipes, tobacco products of any type, or any smoking materials in any manner in which lighters or matches are employed, shall set fire whether willfully or wantonly or not to any bedding, furniture, curtains, drapes, house or any house hold furnishings or any part of a building shall be guilty of violating this section.

§ 781-~~19~~18. Fuel storage.

A. The keeping or storing of fuel for internal combustion engines is prohibited within a dwelling or dwelling unit, excepting garages.

B. Subject to the provisions of Subsection A hereof, the storage of more than 10 gallons of fuel for internal combustion engines on any property in the Village is prohibited, excepting here from such fuels stored in factory installed and attached fuel tanks of motor vehicles and power equipment and filling station storage tanks.

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ARTICLE IV
Access to Roofs and Attics

§ 781-~~20~~19. Access to attics and roof required.

A. In every commercial or multifamily building and structure, there shall be provided a permanent means of access to the attic or roof.

B. All attics and roofs of commercial and multifamily buildings and structures shall be accessible by means of a stairway or scuttle. If the scuttle opening in the attic floor is provided in lieu of a stairway, the same shall be located in a public hallway situated below the attic floor and shall be provided with an approved fixed ladder or balanced stairway to such opening, securely anchored in place.

C. Roof and ceiling scuttles of commercial and multifamily buildings and structures shall be at least two feet by three feet, and roof scuttles shall be located immediately above the attic stairway or ceiling scuttle or in a location approved by the Fire Department or the Building Inspector. The roof scuttle cover shall be covered with noncombustible material and shall be held in place by means approved by the Fire Department or the Building Inspector.

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ARTICLE V
Appeals; Penalties

§ 781-~~21~~20. Appeals.[5]

Any person aggrieved by any order or ruling of the Chief of the Fire Department, or any of the chief's subordinate inspectors may appeal from such ruling to the Fox Point Board of Appeals. Such appeal shall be in writing designating with particularity the relief which is sought and the remedy proposed and shall be submitted to the Village Clerk/Treasurer within 30 calendar days of the ruling, order or decision. The fee for appealing in each case shall be as provided in Chapter 63, Fees.

§ 781-~~22~~21. Violations and penalties.

In addition to any other penalties assessed in this chapter, any person, corporation, or legally cognizable entity, violating, or allowing or contributing to the violation of the provisions of this chapter shall, upon conviction, be subject to all penalties as set forth in § 1-4 of the Village Code.

~~5.~~4. **Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).**

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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: Kevin Ausman, Assistant Village Manager

CC: Steve Kreklow, Village Manager

Date: July 14, 2026

Re: Fee Schedule Amendment Regarding Board of Appeals Application Fee. (Pg. 264-269)

Overview
Consideration of a Fee Schedule amendment regarding the Board of Appeals

Background
The Board of Appeals (BoA) is established in the Municipal Code (with some powers described under state law) to hear special exception or variance requests, appeals of administrative decisions, or appeals of permit denials. The vast majority of BoA hearings are optional, or matters of choice, where an applicant is requesting a non-mandated service (such as providing for elections) where standards set by ordinance or State law must be met. Fixed costs for the Village to host the meeting continue to rise involving postage, Staff time, and contracted services.

The current $200 application fee for the Board of Appeals has not been changed in some time and the Village of Fox Point currently charges the lowest application fee of all North Shore communities:

- Fox Point $200
- Shorewood $250
- Bayside $500
- Whitefish Bay $350
- River Hills $300
- Glendale $300
- Brown Deer $350

Costs
Many requests, such as variances or special exceptions, require first class mailing notices to all subject properties within 500ft of the applicant. On average, over the last two years, the Village sends 44 mailers per meeting at a postage cost of $32.70.

Staff time to administer the meetings, typically performed by one member of Village Hall Staff, involving public hearing notices, mailers, agenda packets, minutes, and acting as meeting secretary is currently performed by the Assistant Village Manager (at a loaded wage of $60.13/hr). Other Staff members serving this role have previously been the Clerk, Deputy Clerk, and Building Inspector. Staff time is harder to estimate as various applications require different investment of time, and meetings of the BoA often last multiple hours. Further, the transition from a Village Staff Building Inspector to contracted professional service, contractually compensates the Building Inspector to appear at evening meetings at a cost of $100/hr.

Finally, the largest fixed cost related to BoA is the hourly pay of the Village Attorney currently at $221/hr, and who is contractually obligated to appear at Village Board, Plan Commission, Board of Review, and Board of Appeals meetings. Legal fees billed by the Village Attorney regarding work associated with preparation and appearance at the BoA from 2024 through 2025 are attached. The Village Attorney bills monthly and not per-meeting as work on the BoA may occur over multiple meetings or months. While the hours of Village Staff time may be more intangible or estimates at best, it is clear that the costs related to work performed by the Village Attorney, often exceeding $1,000, measurably cost the Village taxpayer well in excess over the offsetting revenue generated in the application fee.

Request
Staff do not intend to generate revenue from application fees; rather, the intention is to offset or mitigate the significant costs associated with hosting the BoA.

Recommendation
Staff recommend the Village Board adopt a fee schedule amendment setting the Board of Appeals application fee at $1,000.

Attachments
1. BoA Fee Schedule Amendment 6.25.26
2. Attorney BoA Legal Fees

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE BOARD OF APPEALS
APPLICATION FEE IN CHAPTER 63

WHEREAS, the Village of Fox Point administers various fees that are set forth in Chapter 63 of the Village of Fox Point Village Code; and

WHEREAS, the Village of Fox Point Village Board finds that amending the applicable Board of Appeals application fee in Section 63-8(H) will ensure that this fee more accurately reflects the resources required to provide the corresponding services and will be a benefit to the health, general welfare, and safety of the Village of Fox Point.

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

SECTION 1: Chapter 63 of the Village of Fox Point Village Code entitled, “Fees,” Section 63-8 entitled, “Zoning Code fees,” Subsection H entitled, “Board of Appeals application” is hereby repealed and recreated as follows:

> Board of Appeals application. The fees required for applications made to the Board of Appeals as described within § 745-36 of this Code, including such amendments and renumbering as may be made thereto from time to time, shall be $1,000~~200~~.

SECTION 2: SEVERABILITY

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

SECTION 3: EFFECTIVE DATE

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of _____, 2026.

Village of Fox Point

_____
Christine Symchych, Village President

ATTEST:

_____
Jennifer Boehm, Village Clerk/Treasurer

Date	Hours	Activity Category	Description	Billable ($)	Monthly Total
1/2/2024	1	Review Document	Village Clerk / 01242024 BOA Agenda.docx	$ 30	
1/2/2024	1	Review Document	Village Clerk / V Fox Point Board of Appeals Applications and Notices (1)	$ 30	
1/2/2024	1	Review Document	Village Clerk / V Fox Point Board of Appeals Applications and Notices (2)	$ 30	
1/2/2024	1	Review Document	Village Clerk / V Fox Point Board of Appeals Applications and Notices - attachment	$ 30	
1/2/2024	1	Letter	Village Clerk / V Fox Point Board of Appeals Applications and Notices	$ 35	
1/3/2024	1	Review Document	Village Clerk / 01242024 BOA Agenda.docx	$ 30	
1/3/2024	1	Letter	Village Clerk / 01242024 BOA Agenda.docx	$ 35	
1/15/2024	1	Review Document	Village Clerk / BOA Meeting January 24 2024 - Case 2024-01 and 2024-02	$ 30	
1/15/2024	1	Review Document	Village Clerk / BOA Meeting January 24 2023 - Please Respond	$ 30	
1/17/2024	1	Review Document	Village Clerk / BOA Case 2023-12 Continuation	$ 30	
1/17/2024	1	Letter	Village Clerk / BOA Case 2023-12 Continuation	$ 35	
1/24/2024	0.3	Meeting preparation	Board of Appeals / regular	$ 65	
1/24/2024	4.2	Meeting	Board of Appeals / regular	$ 907	
1/25/2024	0.3	Research	Village Clerk / Fox Point / Board of Appeals	$ 65	$ 1,382
2/1/2024	1	Review Document	Village Clerk / Request for Record Board of Appeals Meeting 1/25/24	$ 30	
2/1/2024	1	Letter	Village Clerk / Request for Record Board of Appeals Meeting 1/25/24	$ 35	
2/6/2024	0.3	Phone Conference	Attorney Marcuvitz / variance issue	$ 65	
2/7/2024	1	Phone call	Deputy Clerk/Treasurer / minutes	$ 35	
2/14/2024	1	Letter	Village Clerk / Board of Appeals	$ 35	
2/14/2024	1	Letter	Village Clerk / BOA March Application	$ 35	
2/15/2024	1	Review Document	Village Clerk / Board of Appeals (1)	$ 30	
2/15/2024	1	Review Document	Village Clerk / Board of Appeals (2)	$ 30	
2/15/2024	1	Letter	Village Clerk / Special Meeting Agenda	$ 35	
2/15/2024	1	Letter	Village Clerk / Board of Appeals	$ 35	
2/16/2024	1	Review Document	Village Clerk / Special Meeting Agenda	$ 30	
2/16/2024	1	Review Document	Village Clerk / Village of Fox Point - Special Board of Appeals February 29, 2024	$ 30	
2/19/2024	1	Review Document	Village Clerk / Board of Appeals	$ 30	
2/19/2024	0.4	Research	Village Clerk / Board of Appeals	$ 86	
2/19/2024	1	Letter	Village Clerk / Board of Appeals	$ 35	
2/19/2024	1	Letter	Village Clerk / Board of Appeals attachment	$ 35	
2/20/2024	1	Review Document	Village Clerk / Board of Appeals (1)	$ 30	
2/20/2024	1	Review Document	Village Clerk / Personal and Confidential - Board of Appeals Decision - Case 2024-02	$ 30	
2/20/2024	1	Review Document	Village Clerk / Amended Special Board of Appeals February 29, 2024 - Village of Fox Point	$ 30	
2/20/2024	1	Review Document	Village Clerk / Board of Appeals (2)	$ 30	
2/20/2024	1	Letter	Village Clerk / Board of Appeals (1)	$ 35	
2/20/2024	1	Letter	Village Clerk / Board of Appeals (2)	$ 35	
2/22/2024	1	Review Document	Village Clerk / BOA January Minutes	$ 30	
2/28/2024	1	Review Document	Village Clerk / February 29 Board of Appeals Meeting	$ 30	
2/29/2024	1	Review Document	Village Clerk / March BOA Notice and Agenda	$ 30	
2/29/2024	1	Review Document	Village Clerk / February 29 Board of Appeals Meeting	$ 30	
2/29/2024	1	Letter	Village Clerk / March BOA Notice and Agenda	$ 35	
2/29/2024	1	Letter	Village Clerk / February 29 Board of Appeals Meeting	$ 35	$ 991
3/1/2024	1	Review Document	Village Clerk / 2024.02.29 - BOA Minutes - Draft	$ 30	
3/1/2024	1	Review Document	Village Clerk / March 27 BOA Notice	$ 30	
3/12/2024	1	Review Document	Village Clerk / case 2024-03	$ 30	
3/12/2024	1	Letter	Village Clerk / case 2024-03	$ 35	
3/22/2024	1	Review Document	Village Clerk / How many members do we need present for the BOA meeting?	$ 30	
3/22/2024	1	Letter	Village Clerk / How many members do we need present for the BOA meeting?	$ 35	
3/27/2024	0.3	Meeting preparation	Board of Appeals / regular	$ 65	
3/27/2024	3.4	Meeting	Board of Appeals / regular	$ 734	$ 989
4/11/2024	1	Phone call	Village Clerk / agenda for meeting	$ 35	
4/11/2024	1	Letter	Village Clerk / 04172024 BOA Agenda	$ 35	
4/22/2024	1	Review Document	Village Clerk / BOA Application 8064 N Beach Drive	$ 30	
4/22/2024	1	Review Document	Village Clerk / 8064 N Beach Drive, application	$ 30	
4/22/2024	1	Review Document	Village Clerk / 8064 N Beach Drive, gate permit plan	$ 30	
4/22/2024	1	Review Document	Village Clerk / 8064 N Beach Drive, special exception	$ 30	
4/23/2024	1	Review Document	Village Clerk / BOA Application 8566 Regent Road	$ 30	
4/23/2024	1	Review Document	Village Clerk / 8566 Regent Road, application	$ 30	
4/23/2024	1	Review Document	Village Clerk / 8566 Regent Road, permit plan	$ 30	
4/23/2024	1	Review Document	Village Clerk / 8566 Regent Road, variance	$ 30	
4/23/2024	0.3	Research	Village Clerk / BOA Application 8566 Regent Road	$ 65	
4/23/2024	1	Letter	Village Clerk / BOA Application 8566 Regent Road	$ 35	$ 410
5/14/2024	1	Review Document	Village Clerk / 05222024 BOA Agenda	$ 30	
5/14/2024	1	Letter	Village Clerk / 05222024 BOA Agenda	$ 35	
5/15/2024	1	Review message	Clerk / Agenda	$ 30	
5/15/2024	0.3	Review Document	Clerk / Agenda	$ 65	
5/22/2024	0.5	Meeting preparation	BOA / Prepare for Hearings	$ 108	
5/22/2024	3	Meeting	BOA / Attend Hearings	$ 648	$ 916

8/13/2024	1	Initial research	Village Clerk / Fox Point / Board of Appeals	$	35	
8/20/2024	0.9	Research	Village Clerk / Board of Appeals Continuing Education packet	$	194	$ 229
9/6/2024	0.9	Draft Documents	Village Clerk / Updated Board of Appeals Continuing Education packet	$	194	
9/9/2024	0.4	Research	Assistant Village Manager / Board of Appeals Procedure	$	86	
9/9/2024	1	Letter	Assistant Village Manager / Board of Appeals Procedure	$	35	
9/11/2024	1	Review Document	Assistant Village Manager / Board of Appeals Procedure	$	30	
9/11/2024	0.4	Research	Assistant Village Manager / Board of Appeals Procedure	$	86	
9/11/2024	1	Letter	Assistant Village Manager / Board of Appeals Procedure	$	35	
9/13/2024	1	Review Document	Assistant Village Manager / Board of Appeals	$	30	
9/14/2024	1	Review Document	Assistant Village Manager / Board of Appeals	$	30	
9/18/2024	1	Letter	Village Manager, Assistant Village Manager / Board of Appeals	$	35	
9/19/2024	1	Phone call	Village Manager, Assistant Village Manager	$	35	
9/19/2024	1	Review Document	Assistant Village Manager / Board of Appeals	$	30	
9/24/2024	1	Phone call	Village Manager / training, and hearing	$	35	
9/25/2024	0.3	Meeting preparation	Board of Appeals / regular	$	65	
9/25/2024	4	Meeting	Board of Appeals / regular	$	864	
9/30/2024	1	Phone call	Village Manager, Village Clerk / notice issues	$	35	$ 1,626
10/1/2024	1	Draft Documents	Board of Appeals / Initial rough draft of proposed findings, conclusions, determination and c	$	216	
10/1/2024	1	Review Document	Village Clerk / October 9, 2024 Special Board of Appeals Packet	$	30	
10/1/2024	1	Letter	Village Clerk / 10092024 BOA Agenda	$	35	
10/2/2024	4	Draft Documents	Board of Appeals / research and draft proposed findings, conclusions, determination and or(	$	864	
10/2/2024	1	Letter	Village Clerk / proposed findings, conclusions, determination and order document per the di	$	35	
10/2/2024	1	Review Document	Village Clerk / Supplemental Information for Board of Appeals	$	30	
10/9/2024	0.3	Meeting preparation	Board of Appeals / special meeting	$	65	
10/9/2024	2.3	Meeting	Board of Appeals / special meeting	$	497	
10/17/2024	1	Review Document	Village Clerk / Board of Appeals Training - October 23	$	30	
10/23/2024	1	Phone call	Village Manager / meeting	$	35	
10/23/2024	1	Meeting preparation	Board of Appeals / training materials, hypotheticals	$	216	
10/23/2024	2.8	Meeting	Board of Appeals / training materials, hypotheticals	$	605	
10/24/2024	1	Review Document	Assistant Village Manager / Board of Appeals / training / procedures	$	30	
10/24/2024	1	Letter	Assistant Village Manager, Village Clerk / Board of Appeals / training / procedures	$	35	$ 2,722
1/20/2025	0.4	Research	Board of Appeals / packet materials for 1/22/25	$	88	
1/20/2025	1	Letter	Village Deputy Clerk/Treasurer / Board of Appeals	$	35	
1/21/2025	1	Letter	Village Deputy Clerk/Treasurer / Board of Appeals	$	35	
1/21/2025	1	Review Document	Assistant Village Manager / Board of Appeals Jan 22	$	30	
1/21/2025	1	Review Document	Deputy Clerk / Board of Appeals	$	30	
1/22/2025	0.2	Meeting preparation	Board of Appeals / regular	$	44	
1/22/2025	2.5	Meeting	Board of Appeals / regular	$	553	$ 815
5/28/2025	1.5		Reviewed and BOA Agenda, Attachments and Relevant Procedures and Ordinances for Heari	$	332	
5/28/2025	2		Driving to and From Village Hall in Fox Point	$	442	
5/28/2025	1.2		Attended Board of Appeals Meeting 5/28/25.	$	265	$ 1,039
7/15/2025	1	Letter	Assistant Village Manager / BOA	$	35	
7/16/2025	0.2		Email Exchange with Administrator Regarding Next Hearing Meeting and Initial Review of Ag	$	44	
7/18/2025	0.2		Email Exchange with Village Manager Ausman Regarding BOA Agenda.	$	44	
7/22/2025	0.5		Email Correspondence and Phone Call with Kevin Regarding BOA Agenda 7/23/25.	$	111	
7/23/2025	1.8		Drive to BOA Meeting 7/23/25 and Home.	$	398	
7/23/2025	3		Attend BOA Meeting 7/23/25.	$	663	$ 1,295
8/11/2025	1.2		Drafting of Initial Findings of Fact and Conclusions of Law for Brian Read Appeal July 23, 202	$	265	$ 265
9/4/2025	0.8		Reviewed Audio of Read Hearing July 23, 2025.	$	177	
9/4/2025	0.5		Edits Made to Findings of Fact and Conclusions of Law for Brian Read Hearing July 23, 2025.	$	111	
9/9/2025	0.7		Revising Findings of Fact and Conclusions of Law for Brian Read Appeal.	$	155	
9/10/2025	0.8		Final Edits to FFCL for Brian Read.	$	177	
9/11/2025	0.4		Sent Finalized Draft and Email to Kevin Ausman Regarding Review and Next Meeting.	$	88	
9/11/2025	1	Review message	Asst. Village Manager / BOA Hearings 9/24	$	30	
9/11/2025	1	Letter	Asst. Village Manager / BOA Hearings 9/24	$	35	
9/23/2025	0.3	Review Document	BOA / Review Agenda	$	66	
9/24/2025	1	Review message	Asst. Village Manager / BOA Agenda Packet	$	30	
9/24/2025	0.7	Meeting preparation	ZBOA / Prepare for Meeting	$	155	
9/24/2025	4	Meeting	ZBOA / Attend Hearings	$	884	
9/24/2025	0.4	Review Document	Asst. Village Manager / BOA Agenda Packet	$	88	
9/26/2025	0.2		Email Exchange with Kevin Ausman Regarding Read FFCL and Approval of Minutes.	$	44	
9/26/2025	1	Review message	Asst. Village Manager / Wick Findings of Fact and Decision	$	30	
9/26/2025	1	Review Document	Assistant Village Manager / Brian Read FFCL	$	30	
9/26/2025	1	Review Document	Assistant Village Manager / Brian Read FFCL (2)	$	30	
9/26/2025	1	Letter	Asst. Village Manager / Wick Findings of Fact and Decision	$	35	
9/26/2025	1	Review message	Asst. Village Manager / Meeting Minutes	$	30	
9/29/2025	0.2		Email Exchange with Kevin Ausman Regarding Read FFCL Approval and Disposition.	$	44	
9/29/2025	1	Review message	Asst. Village Manager / Board Decision Approval	$	30	
9/29/2025	0.5	Draft Documents	Asst. Village Manager / Begin to Draft Decision and Findings, Wick	$	111	
9/29/2025	0.5	Draft Documents	Asst. Village Manager / Review and Analyze Staff Report, Village Code and State Statutes, W	$	111	
9/30/2025	0.3		Research on Notice and Email Exchange with Kevin A. Regarding Providing Signed and Apprc	$	66	
9/30/2025	1	Review message	Asst. Village Manager / Read Decision	$	30	
9/30/2025	1	Review Document	Assistant Village Manager / Brian Read FFCL	$	30	
9/30/2025	1	Review Document	Attorney Staffaroni / Brian Read FFCL	$	30	$ 2,646

10/1/2025	0.5	Draft Documents	ZBA / Continue Drafting Wick Decision re Legal Nonconforming Status	$	111	
10/2/2025	1	Letter	Asst. Village Manager / Wick Draft Decision and Findings	$	35	
10/2/2025	1.5	Draft Documents	Asst. Village Manager / Continue to Draft Decision and Findings, Wick	$	332	
10/8/2025	1	Review Document	Assistant Village Manager / Wick - ZBA Decision	$	30	
10/8/2025	1	Review message	Asst. Village Manager / Wick Decision Draft	$	30	
10/8/2025	0.3	Research and Advise	Asst. Village Manager / Review Wis. Stat re Public Records	$	66	
10/8/2025	1	Letter	Asst. Village Manager / Wick Decision Draft	$	35	
10/8/2025	1	Review message	Asst. Village Manager / Wick Decision Draft Request Response	$	30	
10/10/2025	1	Review Document	Assistant Village Manager / Wick - ZBA Decision	$	30	
10/16/2025	1	Review Document	Assistant Village Manager / November Board of Appeals	$	30	
10/16/2025	0.3	Research	Assistant Village Manager / November Board of Appeals	$	66	
10/16/2025	1	Letter	Assistant Village Manager / November Board of Appeals	$	35	
10/16/2025	1	Review message	Asst. Village Manager / BOA Fence Code	$	30	
10/21/2025	1	Letter	Asst. Village Manager / BOA Fence Code	$	35	
10/21/2025	1	Letter	Asst. Village Manager / Meeting to Discuss Fencing Code Discrepancies	$	35	
10/21/2025	1	Review message	Asst. Village Manager / Meeting to Discuss Fencing Code Discrepancies	$	30	
10/21/2025	1	Letter	Asst. Village Manager / Meeting Availability	$	35	
10/21/2025	1	Review message	Building Inspector / Meeting Availability	$	30	
10/21/2025	1	Review message	Asst. Vill. Manager / Meeting Availability of BOR Chair	$	30	
10/22/2025	1	Review message	Asst. Village Manager / Sideyard Discussion	$	30	
10/23/2025	1	Review Document	Assistant Village Manager / Wick - BoA Variance Request	$	30	
10/23/2025	1	Review message	Asst. Village Manager / Wick Variance Request	$	30	
10/23/2025	1	Review message	Asst. Village Manager / Wick Variance Request Survey	$	30	
10/24/2025	1.2	Meeting	BOA Chair, Village Administrator, Village Building Inspector / corner lot interpretation	$	265	
10/24/2025	1	Meeting	Asst. Village Manager, Building Inspector, ZBA Chair / Discussion Regarding Code Interpretat	$	221	
10/24/2025	0.5	Meeting preparation	Asst. Village Manager, Building Inspector, ZBA Chair / Prepare for Call Regarding Code Interp	$	111	$ 1,771
11/11/2025	1	Research	Assistant Village Manager, BOA Chair / outline of procedures for fence permit applications o	$	227	
11/12/2025	1	Draft Documents	Assistant Village Manager, BOA Chair / outline of procedures for fence permit applications o	$	227	
11/12/2025	0.4	Research	BOA Chair / Fence Ordinance	$	91	
11/12/2025	0.6	Draft Documents	BOA Chair / Outline explaining how to analyze fences on corner lots	$	136	
11/12/2025	1	Letter	BOA Chair / Legal recommendations re: fences on corner lots	$	35	
11/12/2025	1	Review Document	BOA Chair / corner lot procedural outline / draft	$	30	
11/12/2025	0.2	Research	BOA Chair / corner lot procedural outline / draft	$	45	
11/12/2025	1	Letter	BOA Chair / corner lot procedural outline / draft	$	35	
11/12/2025	1	Letter	Assistant Village Manager, BOA Chair / corner lot procedural outline / draft	$	35	
11/13/2025	1	Review Document	Assistant Village Manager / November Board of Appeals	$	30	
11/13/2025	1	Letter	Assistant Village Manager / November Board of Appeals	$	35	
11/13/2025	1	Review message	Asst. Village Manager / November Meeting Date	$	30	
11/14/2025	1	Review Document	Assistant Village Manager / corner lot procedural outline / draft	$	30	
11/16/2025	1.5	Draft Documents	Board of Appeals / questions and responses regarding fences on corner lots	$	341	
11/16/2025	1	Letter	BOA Chair / corner lot procedural outline / draft	$	35	
11/17/2025	1.2	Research	BOA Chair / corner lot issues, continued, further revisions	$	272	
11/17/2025	1.5	Research	BOA Chairman / Additional questions/concerns re: fences on corner/irregular lots	$	332	
11/17/2025	0.8	Draft Documents	BOA Chairman / Revisions to outline re: fences on corner/irregular lots	$	177	
11/17/2025	1	Letter	BOA Chairman / Legal recommendations re: fences on corner/irregular lots	$	35	
11/17/2025	1	Review Document	BOA Chair / corner lot procedural outline / draft	$	30	
11/17/2025	1	Review Document	BOA Chair / corner lot procedural outline / draft (2)	$	30	
11/17/2025	1	Letter	BOA Chair / corner lot procedural outline / draft	$	35	
11/19/2025	0.2	Meeting preparation	Board of Appeals / regular	$	45	
11/19/2025	3.8	Meeting	Board of Appeals / regular	$	863	
11/20/2025	1	Initial research	Fox Point BOA	$	35	$ 3,216
12/1/2025	0.5	Research	BOA / Elizabeth Wick Board of Appeals Denial	$	114	
12/1/2025	1	Draft Documents	BOA / Findings of Fact, Decision and Order	$	227	
12/1/2025	1	Letter	BOA / Legal recommendations re: Wick Findings of Fact, Decision and Order	$	35	
12/1/2025	1	Review Document	BOA Chair / Board of Appeals meeting schedule	$	30	
12/8/2025	1	Review Document	Assistant Village Manager / Elizabeth Wick - Findings of Fact, Decision and Order of the Zoni	$	30	
12/10/2025	1	Letter	Assistant Village Manager, Michael Rakow / Elizabeth Wick - Findings of Fact, Decision and C	$	35	
12/30/2025	1	Review Document	Assistant Village Manager / Elizabeth Wick - Findings of Fact, Decision and Order of the Zoni	$	30	$ 501

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:

CC:

Date: July 14, 2026

Re: Rescheduling of the August 11, 2026 Village Board meeting. (Pg. 270)

Overview

Background
The Village Board meeting, regularly scheduled for the second Tuesday in August, falls on the same day as the statewide partisan primary. Our Clerk and Deputy Clerk will be fully occupied with election activities on the 11th and the Board will be filled with election equipment as it is the location for our central count activities. Village Board bylaw A1001-1 allows the meeting to be moved stating, "…a regular meeting may be held on another day or at another time pursuant to a motion duly adopted by the Village Board."

Request

Recommendation
Staff recommends that the Village adopt a motion to move the August 2026 Board meeting from August 11th to August 18th at 7:00 PM.

Attachments
None