



Wauwatosa, WI

Board of Public Works

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Monday, February 5, 2024

8:30 AM

Zoom Only:
<https://servetosa.zoom.us/j/89415047159>,
Meeting ID: 894 1504 7159

Regular Meeting

VIRTUAL MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of Minutes from the January 16, 2024 Regular Meeting [24-0145](#)

NEW BUSINESS

1. Request to accept dedication of public water main improvements on Watertown Plank Road from 118th Street in Wauwatosa to Church Street in the Village of Elm Grove [24-0150](#)
Recommendation: Common Council
2. Request for the acceptance of an Easement for Water Main at 3900 N. 124th Street [24-0119](#)
Recommendation: Common Council
3. Consideration of request from the Engineering Division to approve an intermunicipal agreement between the City of Brookfield and the City of Wauwatosa to upgrade pedestrian facilities and associated traffic controls at the 124th Street and Lisbon Road intersection to Americans with Disabilities Act (ADA) standards due to pathway construction along Lisbon Road in the City of Brookfield [24-0151](#)
Recommendation: Common Council
4. Declaration of the City's intent to perform street and alley improvements during the 2024 construction season and to request the Common Council assess neighboring property owners and set a public hearing date of February 20, 2024 [24-0176](#)

- Recommendation:* Common Council
5. Request for approval of the attached 2024 paving assessment resolution [24-0161](#)
- Recommendation:* Common Council
6. Request for award of Emulsion and Street Patching Bids for the Spring/Summer 2024 repair season [24-0126](#)
- Recommendation:* Common Council
7. Request for award of Contract 24-01 W Potter Road and N 109th Street Utilities and Paving [24-0154](#)
- Recommendation:* Common Council
8. Request for award of contract 24-43 Washington Highlands Railings Replacement Project [24-0152](#)
- Recommendation:* Common Council
9. Request for award of contract 24-19 2024 Sidewalk Repair Program [24-0144](#)
- Recommendation:* Common Council
10. Contract 20-12 / Project 1019 & 1104A - Center Street Roadway and Retaining Wall Final Payment [24-0141](#)
- Recommendation:* Common Council
11. Consideration of ratification of project partial payments for work completed pursuant to the terms of the contract [24-0122](#)
12. Project Updates [24-0123](#)

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY

Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.



Staff Report

File #: 24-0150

Agenda Date: 2/5/2024

Agenda #: 1.

Request to accept dedication of public water main improvements on Watertown Plank Road from 118th Street in Wauwatosa to Church Street in the Village of Elm Grove

Submitted by:

David Simpson

Department

Public Works

A. Issue

The City of Wauwatosa has agreed to serve a portion of the Village of Elm Grove with retail water service through privately funded water main extensions. A portion of that water main extension is now ready to be dedicated to the City of Wauwatosa.

B. Background/Options

In early 2022 the City of Wauwatosa and the Village of Elm Grove entered into an agreement that allows Wauwatosa to serve a portion of Elm Grove with retail water service. In late 2022 Wauwatosa entered into an agreement with the Developer of the School Sisters of Notre Dame site in which the Developer agreed to construct water main improvements at their cost and to dedicate those improvements to the City. At this time a significant portion of the water main improvements have been completed and are ready for dedication (see Exhibit B of the attachment). The remaining portion of the water main improvements will be completed this spring once weather allows at which time I will formally acknowledge and accept the remaining dedication of improvements if authorized by the Board and Common Council in conjunction with this dedication.

At this time I am recommending that the City accept dedication of the public water main improvements as shown on the attached document.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

D. Fiscal Impact

No cost to the City. The City will be receiving millions of dollars of replacement and new water infrastructure as part of the dedication process.

E. Recommendation

Accept dedication of public water main improvements on Watertown Plank Road from 118th Street in Wauwatosa to Church Street in the Village of Elm Grove as outlined in the attached document.

Recommendation: Common Council

**DEDICATION OF IMPROVEMENTS
LOCATED ALONG WATERTOWN PLANK
ROAD BETWEEN 118TH STREET
IN THE CITY OF WAUWATOSA,
MILWAUKEE COUNTY, WISCONSIN
AND CHURCH STREET IN THE
VILLAGE OF ELM GROVE,
WAUKESHA COUNTY, WISCONSIN**

THIS DEDICATION OF IMPROVEMENTS (this “**Dedication**”) is executed as of February, ____, 2024 (the “**Effective Date**”) by **CAROLINE HEIGHTS APARTMENTS LLC**, a Wisconsin limited liability company (the “**Dedicator**”) and the **CITY OF WAUWATOSA**, a Wisconsin municipal corporation (the “**Municipality**”).

RECITALS

- A. The Dedicator is the fee holder of certain real property in the Village of Elm Grove, Waukesha County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the “**Property**”).
- B. The Dedicator and the Municipality have entered into an Agreement Between City of Wauwatosa and Caroline Heights Apartments LLC to Provide for the Construction of a Water Extension for a Water System dated October 7, 2022 (the “**Water Agreement**”) pursuant to which Dedicator constructed those certain improvements within the public right-of-way known as Watertown Plank Road near and adjacent to the Property, as further described in the Water Agreement (the “**Improvements**”).
- C. The Municipality and the Village of Elm Grove entered into an Agreement between the City of Wauwatosa and the Village of Elm Grove to Allow a Water Extension for a Water System (the “**Municipality Agreement**”) pursuant to which the Village of Elm Grove has agreed to grant the Municipality the necessary interests in the land underlying the Improvements for the City’s access to, construction, and maintenance of the Improvements.
- D. Pursuant to the terms of the Water Agreement, Dedicator has constructed certain Improvements and Dedicator wishes to dedicate and convey the Improvements to the Municipality. Improvements completed and dedicated with approval of this agreement are shown on Exhibit B. Dedication and acceptance of the remaining water main and appurtenances contemplated in the Water Agreement shall be finalized upon written approval by the City of Wauwatosa Director of Public Works.

DEDICATION

In consideration of the mutual agreements contained herein and in the Water Agreement, the parties hereto agree as follows:

- 1. **Dedication of Improvements.** Dedicator hereby conveys and dedicates all of Dedicator’s interests in and to the Improvements to the Municipality. Dedicator represents and warrants that the Improvements are free and clear of all construction liens related to the work performed on behalf of Dedicator.

2. **Acceptance by Municipality.** The Municipality hereby accepts the dedication of the Improvements from Dedicator. The Municipality represents and warrants that all obligations of Dedicator for design and construction of the Improvements, as described in the Water Agreement, have been completed to the satisfaction of the City Engineer and the Improvements comply with City of Wauwatosa and Wisconsin Department of Transportation standards. As further set forth in the Water Agreement, Municipality hereby agrees to perform (i) all necessary operation, maintenance, repair and replacement activities on the Improvements so that the Improvements will be maintained in a neat and workmanlike manner and in accordance with the Water Agreement and the Municipality Agreement, (ii) all future capital improvements associated with the Improvements, and (iii) all other Municipality responsibilities set forth under the Water Agreement and the Municipality Agreement (collectively, the “**Municipality Responsibilities**”). From and after the Effective Date hereof, the Municipality shall be solely responsible for the operation, maintenance, repair and replacement of the Water Distribution Facilities as defined in the Water Agreement.
3. **Easement and Access Rights.** The Municipality and Dedicator hereby acknowledge and agree that Municipality shall have such rights of access and easements to the Improvements as may be set forth in the Municipality Agreement or as may be otherwise agreed by the Municipality and the Village of Elm Grove.
4. **Governing Law.** This Dedication shall be construed and enforced in accordance with the laws of the State of Wisconsin.
5. **Counterparts.** This Dedication may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Dedication to be duly executed, under seal, and delivered as of the date set forth above.

DEDICATOR:

CAROLINE HEIGHTS APARTMENTS LLC

By: Mandel/Caroline Heights Apartments LLC
Its: Manager

By: BR Mandel LLC
Its: Manager

By: _____
Barry R. Mandel, Manager

(Signature Page for Dedicator)
CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024, personally appeared Barry R. Mandel, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be Manager of BR Mandel LLC, the manager of Mandel/Caroline Heights Apartments LLC, the manager of CAROLINE HEIGHTS APARTMENTS LLC, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said corporation.

Notary Public, State of Wisconsin
My commission _____

MUNICIPALITY:

CITY OF WAUWATOSA,
a Wisconsin municipal corporation

By: _____
Dennis McBride, Mayor

By: _____
Steven Braatz, City Clerk

Approved as to form and execution.

Alan R. Kesner, City Attorney

MUNICIPALITY ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by Dennis McBride, Mayor
of the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by Steven Braatz, City
Clerk for the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF DEDICATOR'S PROPERTY

LOT 2 OF CERTIFIED SURVEY MAP NO. 12401, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON DECEMBER 14, 2022, IN VOLUME 128 OF CERTIFIED SURVEY MAPS, PAGES 144-151, AS DOCUMENT NO. 4702106, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, IN THE VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN.

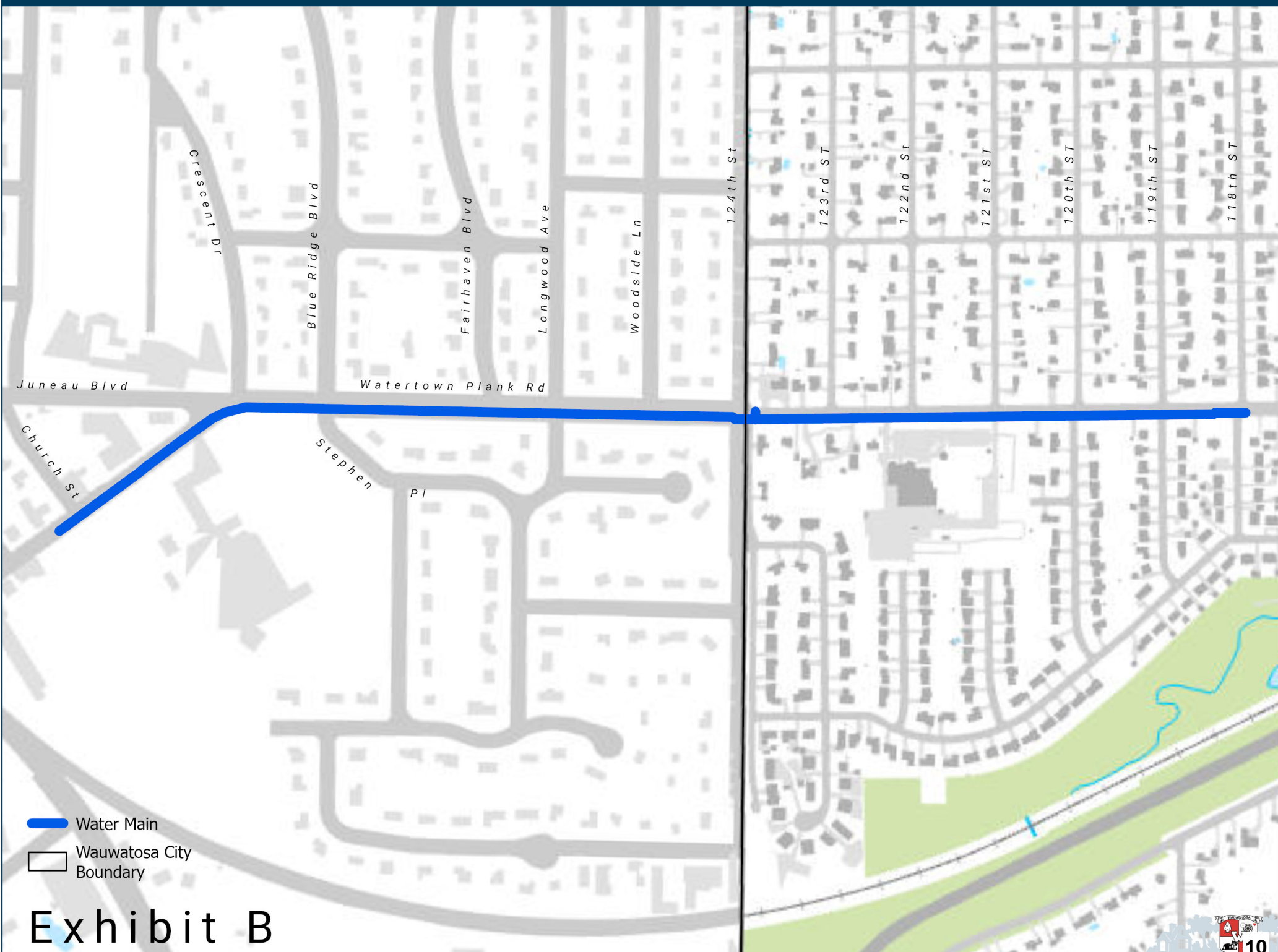


Exhibit B



Staff Report

File #: 24-0119

Agenda Date: 2/5/2024

Agenda #: 2.

Request for the acceptance of an Easement for Water Main at 3900 N. 124th Street

Submitted by:

Jennifer Stilling

Department

Public Works (Engineering Services Division)

A. Issue

The Engineering Services Division is requesting acceptance of an Easement for Water Main at 3900 N. 124th Street.

B. Background/Options

In 2009 a 12- inch public water main was installed on the north and west sides of the Target building at 3900 N. 124th Street as part of the redevelopment of the site at that time. Neither the City nor the property owner have records that the proposed 20-foot-wide easement was accepted by the City or recorded at the County. The water main and hydrants within this proposed easement are current City assets and are maintained as such. This document will formalize a public easement within this property.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

D. Fiscal Impact

No impact to the City.

E. Recommendation

Staff recommends acceptance of the easement for water main.

Recommendation: Common Council

EASEMENT FOR WATER MAIN	
Document Number	Document Title
Recording Area Name and Return Address: TARGET CORPORATION Target Properties 1000 Nicollet Mall, TPN-12 Minneapolis, MN 55403 Attn: Real Estate Portfolio Management/T-2586 Wauwatosa, WI	
Parcel Identification Number (PIN) 258-0001-009	

Drafted by:
Nikki J. Aden
Target Corporation
TPS-3100
1000 Nicollet Mall
Minneapolis, MN 55427

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE

EASEMENT FOR WATER MAIN

THIS EASEMENT FOR WATER MAIN (the "Agreement") is made as of the ____ day of _____, 2024, by TARGET CORPORATION, a Minnesota corporation ("Grantor") to the City of Wauwatosa, Wisconsin, a municipal corporation (the "City").

RECITALS:

A. Grantor is the owner of certain real property located at 3900 N. 124th St., Wauwatosa, WI 53222, as more particularly described on the attached and incorporated Exhibit A ("Grantor's Property").

B. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby quitclaim unto the City, subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("Easement") for the specific purpose of permitting the City the right to operate, maintain, repair, remove and replace an existing water main (collectively called the "Facilities") under the surface of a portion of Grantor's Property being ten (10) feet on either side of the center line of the currently existing Easement, approximately located in the area as shown on the site plan attached hereto, legally described, and made a part hereof as Exhibit B ("Easement Area"), together with the right of reasonable and necessary ingress and egress to and from the Easement Area in connection with the exercise of the rights granted herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true, correct, and incorporated herein and made a part of this Agreement.

2. Indemnification. The City shall indemnify and hold harmless Grantor, their tenants, invitees, designees, assignees, and licensees from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons, property, or business that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on Grantor's Property. The City shall also require that all its agents or contractors have adequate insurance for the purpose of indemnifying and holding Grantor harmless from such agents' or contractors' negligence in the use, operation, installation, repair, replacement and maintenance of the Easement in the Easement Area.

3. Consistent Uses Allowed. Except as currently in existence or contemplated at the time of this Agreement, Grantor shall not at any time erect or maintain in or upon the Easement Area any permanent or temporary buildings or any similar structure without express written permission of the City and shall not unreasonably interfere with the City's enjoyment of the rights granted in this Agreement. The City shall exercise reasonable efforts and coordinate its activities with Grantor and their invitees to minimize disruption to the Grantor's Property, the Easement Area, and the businesses

operated thereon.

4. Conduct of Work and Notification. Any maintenance, replacement, repair and/or removal of the Facilities performed by the City, its agents and employees must be performed (i) at the City's sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency) and after thirty (30) days' notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice). In addition, the City, its agents and employees must (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible.

5. Repairs; Restoration of Surface. The City, at its sole cost and expense, shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement Area such that any improvements, infrastructure, or landscaping so disturbed are restored to a level consistent with the surrounding improvements, infrastructure, or landscaping. Notwithstanding the foregoing, the City shall not be required to replace or repair extraordinary improvements, such as electronic signage, that was not identified in the plans for Grantor's Property as of the date of this Agreement, is built directly over the water main, and which is not practical to avoid while undertaking the work. For example, if the curb line is removed or damaged in part of the area, the curb line will be replaced or repaired to at least the same level or condition as the existing curb line. However, if a new electronic pylon sign not previously included in the plans is placed in the Easement Area, the City would only be required to restore the basic infrastructure.

6. Prohibition Against Liens. The City must not permit any mechanics', materialmen's or other liens to be filed against Grantor's Property or any part thereof for work or materials furnished the City in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and the City and their respective successors and assigns, provided however, any liability or obligation of Grantor under this Agreement will terminate with respect to future facts or circumstances arising upon the transfer of its fee simple interest in the Easement Area.

8. Recording; Term. This Easement shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. The term of this Easement shall commence on the date that it is filed of record in the Register of Deeds and shall continue in perpetuity.

9. Non-Use. Non-use or limited use of the Easement Area rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement Area rights to the fullest extent authorized in this Agreement.

construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public.

17. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

[The rest of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and effective as of the date last written below.

CITY:

CITY OF WAUWATOSA

By: _____
Dennis McBride, Mayor

By: _____
Steven A. Braatz, Jr., City Clerk

Approved as to form:

Alan Kesner, City Attorney

(City acknowledgements appear on next page)

Signature Page for the City

CITY ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by
Dennis McBride, Mayor of the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on _____, 2024 by
Steven A. Braatz, Jr., City Clerk for the City of Wauwatosa.


Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)


This instrument was acknowledged before me on _____, 2024 by
Attorney Alan Kesner, City Attorney for the City of Wauwatosa.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Acknowledgement Page for the City

By: 
Name: James L. Tucker
Its: Sr. Director

[illegible]

 **TESS LUZIE MICHALETZ**
Notary Public-Minnesota
My Commission Expires Jan. 31, 2027

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EXHIBIT A

Legal description of Grantor's Property

[see attached]

EASEMENT DESCRIPTION

A 20.00 foot wide easement for watermain purposes lying over, under and across that part of Parcel 1, CSM #6506, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 21, 1998 in Volume 4291 of Certified Survey Maps, at pages 907-910, as document number 7520429, being a redivision of Parcel 1 of Certified Survey Map No. 4440, being a part of the Northwest Quarter of the Northwest Quarter of Section 7, Township 7 North, Range 21 East, in the City of Wauwatosa, State of Wisconsin, the centerline of which is described as follows:

Commencing at the most southeasterly corner of said Parcel 1; thence South 89 degrees 32 minutes 00 seconds West, assumed bearing along the southerly line of said Parcel 2, a distance of 26.63 to the point of beginning of the centerline to be described; thence North 00 degrees 32 minutes 26 seconds West, a distance of 9.71 feet to a point hereinafter known as Point "A"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 261.80 feet to a point hereinafter known as Point "B"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 237.62 feet to a point hereinafter known as Point "C"; thence continuing North 00 degrees 32 minutes 26 seconds West, a distance of 21.10 feet; thence North 44 degrees 59 minutes 31 seconds West, a distance of 22.94 feet; thence North 89 degrees 58 minutes 47 seconds West, a distance of 306.56 feet to a point hereinafter known as Point "D" thence North 89 degrees 19 minutes 44 seconds West, a distance of 11.64 feet; thence North 00 degrees 40 minutes 16 seconds East, a distance of 2.09 feet to a point hereinafter known as Point "E"; thence North 45 degrees 53 minutes 57 seconds West, a distance of 59.37 feet; thence North 04 degrees 00 minutes 46 seconds West, a distance of 25.01 feet more or less to the North line of said Parcel 1 and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the Southerly line of said Parcel 1, the North line of said Parcel 1.

AND

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "A" North 90 degrees 00 minutes 00 seconds East, a distance of 20.05 feet;

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "B" North 90 degrees 00 minutes 00 seconds East, a distance of 20.00 feet;

TOGETHER WITH

A 10.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "C" North 90 degrees 00 minutes 00 seconds East, a distance of 20.00 feet;

TOGETHER WITH

A 20.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "D" South 44 degrees 20 minutes 03 seconds West, a distance of 25.05 feet;

TOGETHER WITH

A 20.00 foot wide Watermain Easement, the centerline of which is described as follows:

Beginning at the aforementioned Point "E" North 00 degrees 40 minutes 16 seconds East, a distance of 23.24 feet.

K:\0001351.00\DWG\1351V-EASE.DWG

CHECKED:	MW
DRAWN:	UL
FIELD CREW:	
FIELD WORK DATE:	

**WATERMAIN
EASEMENT**
WAUWATOSA, WI

Westwood

Phone (820) 253-9495 1900 Medical Arts Ave S, Suite 100
Fax (820) 358-2001 Sarileh, MN 56377
Toll Free (800) 270-9455 www.westwoodps.com
Westwood Professional Services, Inc.

**EASEMENT
EXHIBIT**

SHEET NUMBER:

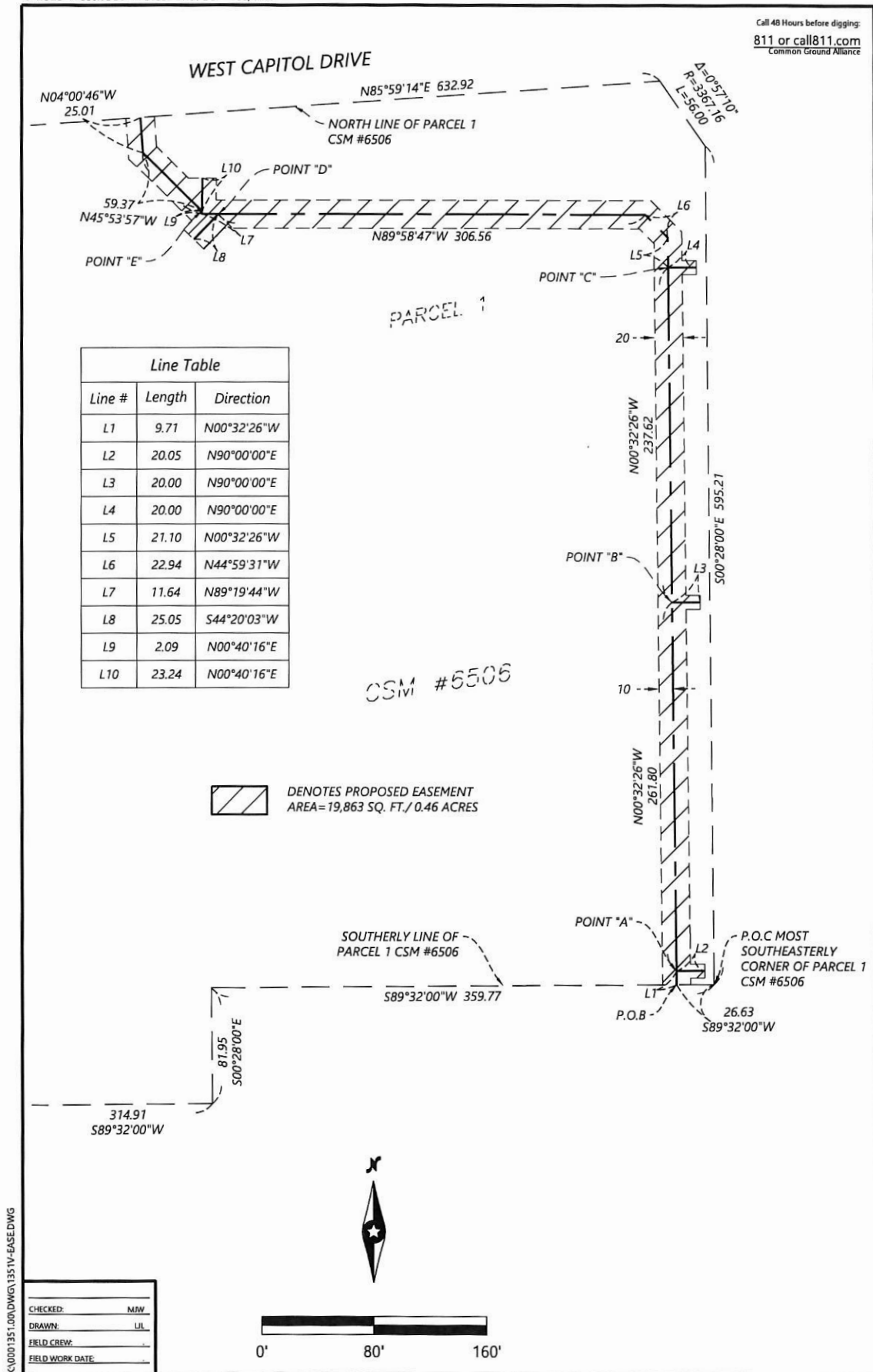
2 OF 2
DATE: 9/12/2023

0001351.00

EXHIBIT B

Site Plan

[see attached]



**WATERMAIN
EASEMENT**
WAUWATOSA, WI

Westwood

Phone (320) 253-9495 1900 Medical Arts Ave S, Suite 100
 Fax (320) 358-2001 Sartell, MN 56377
 Toll Free (800) 270-9495 westwoodps.com
 Westwood Professional Services, Inc.

**EASEMENT
EXHIBIT**

SHEET NUMBER:

1 OF 2
DATE: 9/12/2023

0001351.00



Staff Report

File #: 24-0151

Agenda Date: 2/5/2024

Agenda #: 3.

Consideration of request from the Engineering Division to approve an intermunicipal agreement between the City of Brookfield and the City of Wauwatosa to upgrade pedestrian facilities and associated traffic controls at the 124th Street and Lisbon Road intersection to Americans with Disabilities Act (ADA) standards due to pathway construction along Lisbon Road in the City of Brookfield

Submitted by:

Michael May, PE, PTOE, RSP1

Department:

DPW - Engineering Division

A. Issue

Curb ramps, landings, and traffic signal upgrades are required at the 124th Street and Lisbon Avenue intersection to comply with ADA standards due to pathway construction along Lisbon Road in the City of Brookfield.

B. Background/Options

124th Street is bifurcated with the City of Wauwatosa on the east and City of Brookfield on the west. On September 22, 1999, Wauwatosa and Brookfield entered into an agreement for the installation, ownership, liability, maintenance and operation of traffic signals at the 124th Street and Lisbon Road intersection (attached). The agreement requires the Wauwatosa to make any necessary equipment additions or revisions deemed necessary by changed laws or changed traffic conditions, with a 50/50 cost-share from Brookfield for any equipment, additions, or revisions necessary to comply with changed laws or traffic conditions.

Brookfield is planning to add a pathway along the south side of Lisbon Road, west of 124th Street, as part of a pavement project on Lisbon Road. The addition of sidewalk requires the addition of curb ramps, landings, and traffic signal upgrades at the 124th Street and Lisbon Road intersection to comply with ADA standards.

Brookfield requested that Wauwatosa enter into an intermunicipal agreement to allow for the intersection upgrades to be designed and constructed through Brookfield's Lisbon Road project in Year 2024 (attached). Under the agreement, each city will pay 50/50 for traffic signal equipment, additions, or revisions necessary to comply with changed laws or traffic conditions. Additionally, each city will pay for modifications to access ramps and landings within their municipality. Brookfield will pay up front costs and invoice for Wauwatosa's share of the project cost upon performance of their contractor's obligations. The intermunicipal agreement will be satisfied upon project completion and the terms of the 1999 agreement will continue.

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2. Proactively address pedestrian, bicycle, and vehicular safety.

Priority 3: Infrastructure, Goal 2. Ensure the City's infrastructure supports public health through multimodal transportation and recreation opportunities.

D. Fiscal Impact

The estimated project cost for the City of Wauwatosa is \$105,215.

E. Recommendation

Approve the intermunicipal agreement between the City of Brookfield and the City of Wauwatosa to upgrade pedestrian facilities and associated traffic controls at the 124th Street and Lisbon Road intersection to Americans with Disabilities Act (ADA) standards due to pathway construction along Lisbon Road in the City of Brookfield.

Recommendation: Common Council

INTERMUNICIPAL AGREEMENT
BETWEEN THE CITY OF WAUWATOSA AND THE CITY OF BROOKFIELD
FOR THE MAINTENANCE AND OPERATION OF
TRAFFIC CONTROL SIGNALS, AND MARKING AND SIGNING IN
NORTH 124TH STREET AT WEST LISBON ROAD

This agreement is made and entered into by and between the City of Wauwatosa, a Municipal Corporation, hereinafter called "Wauwatosa", and the City of Brookfield, a Municipal Corporation, hereinafter called "Brookfield", relating to the installation, ownership, liability, maintenance, and operation of traffic control signals and related traffic control facilities at the intersection of North 124th Street and West Lisbon Road.

NOW, THEREFORE, in consideration of the mutual promises of each governmental agency made to the other, the fulfillment of terms and conditions, agreements and understandings hereinafter set forth and pursuant to §66.30 of the Wisconsin Statutes;

IT IS MUTUALLY AGREED, by and between the parties, that it is considered desirable and in the best interests of public safety and convenience that traffic signals be installed at the intersection of North 124th Street and West Lisbon Road along with other traffic related facilities as approved by the State of Wisconsin Department of Transportation and as shown on the Plan of Proposed Signalization attached hereto and made a part of this agreement.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

1. Wauwatosa hereby agrees:

- a) That it or its agents will pay the total cost of installation for the traffic signals.
- b) That it will, through its Electrical Maintenance Unit, or agents, assume all routine maintenance responsibility including, but not limited to, lamp replacement, cleaning, lens replacement, traffic control signal and control cabinet painting and controller services.
- c) That it or its agents will make all necessary repairs and install replacements on equipment which fails to function properly as a result of normal wear and deterioration and that it will pay the full cost for such repair and/or replacement.
- d) That it or its agents will make all necessary repairs and replacements to equipment damaged by accident, vandalism, or act of God and will pay the full cost of such repairs.

- e) That it will pay for any subsequent modifications to the traffic signal installation due to future alterations of the intersection geometry within the corporate limits of Wauwatosa after the initial installation is complete.
- f) That it or its agents will pay the full cost of operation (electrical energy) of the said traffic signals.
- g) That it or its agents will make any necessary equipment additions or revisions deemed necessary by changed laws or changed traffic conditions, and will pay for one-half of said work after obtaining concurrence from Brookfield prior to equipment additions or revisions.
- h) That it will maintain the design, installation and operation of the traffic control signals in compliance with the regulations of the State of Wisconsin and the Federal Uniform Manual of Traffic Control Devices.
- i) That it will operate and adjust the traffic signal timing and equipment in such manner as to best meet prevailing traffic conditions and as mutually agreed to by Brookfield.

2. Brookfield hereby agrees:

- a) To permit the City of Wauwatosa or its agents to enter the public rights of way in the City of Brookfield at no fee for the purpose of operating and maintaining the signal and related equipment.
- b) To pay one-half of the cost of any equipment, additions, or revisions necessary to comply with changed laws or traffic conditions.
- c) That Wauwatosa will perform all work related to maintenance and operation of the traffic control signals at the subject intersection, including engineering, except such immediate emergency measures as may need to be taken, should Wauwatosa forces not be present and where the public safety may be in jeopardy, and Brookfield officers or employees deem such measures necessary. Costs for such emergency action will be reimbursed to Brookfield upon receipt of an invoice.
- d) That it agrees to notify Wauwatosa through its Public Works or Police Department of any observed damage, lamp outage, lens breakage, or seeming malfunction of traffic control signal equipment or related traffic control devices.
- e) To reimburse Wauwatosa for any future costs incurred in modifying traffic control signals and related equipment due to alterations of the intersection geometry within the corporate limits of Brookfield after the initial

- installation is completed.
3. Ownership: All equipment shall be owned equally.
 4. Payments: All payments due under this agreement shall be paid within forty-five (45) days after receipt of invoice of same.
 5. Brookfield and Wauwatosa hereby agree that all necessary pavement marking and signing on North 124th Street at West Lisbon Road located within the corporate boundaries of each municipality respectively shall be by and at the expense of the municipality in which such signing and marking is located.
 6. Liability: Wauwatosa shall request layouts of Brookfield's underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. Wauwatosa shall take precautionary measures to avoid damage to such underground facilities. Brookfield shall supply Wauwatosa with a complete record of the existing underground material structure at the intersection and median crossover and of changes or revisions thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged negligent maintenance of the traffic control facilities covered by this agreement, Wauwatosa shall defend against such claim(s) and shall be responsible for the payment of any claim(s) for injury (or death) of any person(s) or for damage or destruction of any property. In the event that person or persons make claim for personal injury (including death) or damage or destruction of property arising out of the installation or operation of the traffic control facilities covered by this agreement which does not arise out of negligent maintenance of the traffic control facilities covered by this agreement, both municipalities shall defend against such claim(s) and, if liability and consequential damages are awarded to any person or persons from such a claim, each governmental body shall pay that portion of said claim as it may be found liable therefore. In the event that any claim by person or persons is based on a street defect (§81.15 of the Wisconsin Statutes, 1969), the defense and the liability therefore shall be the obligation of the municipality which has maintenance responsibility for that roadway.

7. Duration: This agreement shall continue and be in force indefinitely unless terminated by a six (6) month advance written notice from either municipality to the other.

IN WITNESS WHEREOF, the undersigned on behalf of the City of Wauwatosa affix their hands and seals this 8TH day of SEPTEMBER, 1999.

CITY OF WAUWATOSA, a municipal corporation

Bernadette E. Ehlert
Mayor

Signed and Sealed in the
presence of :

Carla A. Pedersen
City Clerk

Bernadette A. Williams

Paul J. Brown
Comptroller

Ellen E. Steenke

Approved as to form :
Jan 23 1999

IN WITNESS WHEREOF, the undersigned on behalf of the City of Brookfield affix their
hands and seals this 22nd day of September, 1999.

CITY OF BROOKFIELD, a municipal corporation

Kathryn C. Bloomley
Mayor

Signed and Sealed in the
presence of:

Kurtis A. Schmidt
City Clerk

Renee J. Janych

INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF BROOKFIELD AND THE CITY OF WAUWATOSA.

This Intermunicipal Agreement (this “Agreement”), dated as of January 16, 2024 (the “Effective Date”), is made pursuant to Wis. Stat. § 66.0301, and by and between the City of Brookfield (“Brookfield”) and the City of Wauwatosa (“Wauwatosa”), both municipal corporations organized and existing under the laws of the State of Wisconsin.

WHEREAS, on September 22, 1999, Wauwatosa and Brookfield entered into an Agreement for the installation, ownership, liability, maintenance and operation of traffic control signals at the intersection of North 124th Street and West Lisbon Road (the “1999 Agreement”);

WHEREAS, under the 1999 Agreement, the parties agreed to construct and operate traffic signals at the intersection of North 124th Street and West Lisbon Road located in both Wauwatosa and Brookfield, which is depicted on the map attached to this Agreement as **Exhibit A** (the “Intersection”);

WHEREAS, as of the Effective Date, the Intersection, in part, includes traffic control signals, relocated traffic control facilities, and pedestrian facilities;

WHEREAS, the pedestrian facilities and associated traffic controls require upgrades to Americans with Disabilities Act (ADA) standards (the “Project”), due to reconstruction and pathway construction along Lisbon Road;

WHEREAS, the parties desire to enter into this Agreement to establish the phasing and sharing of costs for the Project in accordance with the conditions of the 1999 Agreement and as further described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Project Bidding and Construction. The Project bidding documents shall be approved by Brookfield and Wauwatosa. Upon approval of the bidding documents, Brookfield will post and administer the bidding process for the Project in compliance with Wis. Stat. § 62.15. Wauwatosa shall execute any necessary documents to assist Brookfield in carrying out the posting and administering of the bidding process. If a bid is approved and the contract with the bidder is successfully executed, Brookfield shall be responsible for the design and supervision of the Project.

2. Cost Share. In accordance with the 1999 Agreement, the parties shall share in the total actual cost of the Project as further described on the Cost Sharing Schedule attached as **Exhibit B** (the “Cost Schedule”) and incorporated herein. The parties acknowledge that the Cost Schedule is only an estimate. If the cost for a portion of the Project exceeds the amount identified on the Cost Schedule, then the party responsible for payment of that portion of the Project must pay the additional cost.

3. Payment. Brookfield will pay both parties' Project costs upfront and make regular payments to the contractor awarded the Project bid upon performance of contractor's obligations under such contract. Wauwatosa will reimburse Brookfield for Wauwatosa's share of the Project Cost upon 45 days of receipt of an invoice from Brookfield. Brookfield will send invoices to Wauwatosa at NAME AND EMAIL.

4. Phasing. The Project is anticipated to be completed as described on the Project Schedule attached to this Agreement as **Exhibit C** (the "Project Schedule").

5. Miscellaneous. This Agreement may not be amended or terminated without the written consent of the parties. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Any dispute arising out of or relating to this Agreement must be commenced in Waukesha County Circuit Court and must be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Dated as of the Effective Date.

CITY OF BROOKFIELD

By: _____

Name: Steven V. Ponto, Mayor

Date: _____

ATTEST: _____

Michelle Luedtke, Clerk

CITY OF WAUWATOSA

By: _____

Name: _____









Date: _____

ATTEST: _____

EXHIBIT A

Project Location Map

This aerial map shows the intersection of W Capitol Dr and W Capitol Dr. A red circle highlights the project location at the intersection, labeled "Project Location (the 'Intersection')". The map includes various lot numbers and street names. The intersection is located at the intersection of W Capitol Dr and W Capitol Dr. The map shows a large parking lot to the right of the intersection, and several commercial buildings and parking lots to the left. The map also shows the intersection of W Capitol Dr and W Capitol Dr.

Historic Lot Line		Tax Parcels		Blue: Band_3
Tie		City Limits	2022 Ortho Image	
Curve	IM22_5K-3_2485_400.tif			Red: Band_1
Parcel Dimensions		Red: Band_1		Green: Band_2
ROW		Green: Band_2		Blue: Band_3

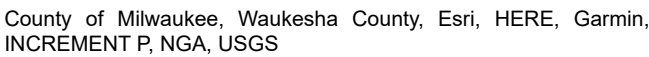


EXHIBIT B

Cost Schedule

Exhibit B - Cost Schedule

North 124th Street and Lisbon Road Pedestrian Facilities Improvements

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL	COSTS			
						BROOKFIELD		WAWATOSA	
1	Pedestrian Access Ramps (1)(2)	EACH	13	\$5,000	\$65,000	54%	\$34,970	46%	\$29,965
2	Median Nose Adjustments (1)(3)	EACH	2	\$5,000	\$10,000	50%	\$5,000	50%	\$5,000
3	Miscellaneous Curb and Lawn Restoration (4)	LS	1	\$7,000	\$7,000	50%	\$3,500	50%	\$3,500
4	Upgrade Signal/Push Buttons (4)	LS	1	\$50,000	\$50,000	50%	\$25,000	50%	\$25,000
5	Pavement Marking (4)	LS	1	\$3,000	\$3,000	50%	\$1,500	50%	\$1,500
6	Traffic Control (4)	LS	1	\$15,000	\$15,000	50%	\$7,500	50%	\$7,500
SUB-TOTAL					\$150,000		\$77,470		\$72,465
25% Contingency (4)					\$37,500	50%	\$18,750	50%	\$18,750
Design Engineering (4)					\$28,000	50%	\$14,000	50%	\$14,000
Construction Inspection (4)					\$10,000	50%	\$5,000	50%	\$5,000
TOTAL ESTIMATED COST					\$215,500		\$110,220		\$105,215

NOTES:

- (1) Each City pays 100% for the work completed in their respective City.
- (2) Assumes six and seven access ramps in Brookfield and Wauwatosa, respectively.
- (3) Assumes each City has one median nose adjustment.
- (4) 50% 50% cost split

EXHIBIT C

Project Schedule

EXHIBIT C - PROJECT SCHEDULE

North 124th Street and Lisbon Road Pedestrian Facilities Improvements (1)(2)		
	Start	Finish
2024 PROJECT SCHEDULE	10/28/23	11/1/23
Bid Document Preparation	10/28/23	3/21/24
Design Services Begin	9/13/23	10/28/23
Design Services (30% Design)	10/28/23	12/6/23
Design Services (60% Design)	12/6/23	3/7/24
Review & Address Coments (95% Design)	3/7/24	3/21/24
Bid Docs Completed	3/21/24	3/21/24
Bidding	3/19/24	4/16/24
Submit Ad for Bid informaton to local paper	3/19/24	3/19/24
Project Bidding	3/21/24	4/4/24
Bid Opening	4/4/24	4/4/24
Award Memo Submitted for WSB packets	4/4/24	4/4/24
WSB Recommendation	4/9/24	4/9/24
Resolution of Award Submitted for Council	4/10/24	4/10/24
Project Contract Award	4/16/24	4/16/24
Contracts	4/17/24	5/17/24
Prepare Contracts	4/17/24	4/19/24
Send Contracts out to Contractor for Signatures	4/22/24	5/3/24
Internal Contract Review and Signatures	5/6/24	5/17/24
Construction	5/20/24	10/29/23
Pre-con Meeting & Submittals	5/20/24	5/24/24
Notice to Proceed	5/24/24	5/24/24
Construction	5/27/24	10/15/23
Punchlists & Final Inspection	10/15/23	10/29/23
Project Closeout	11/1/23	11/1/23

NOTES:

(1) Consultant Design

(2) Includes Roadway (124th to Lilly) and Pathway (124th to Hampton)



Staff Report

File #: 24-0176

Agenda Date: 2/5/2024

Agenda #: 4.

Declaration of the City's intent to perform street and alley improvements during the 2024 construction season and to request the Common Council assess neighboring property owners and set a public hearing date of February 20, 2024

Submitted by:

Bill Wehrley, City Engineer

Department

Public Works - Engineering Division

A. Issue

Declaration of the City's intent to perform street and alley improvements during the 2024 construction season and to request the Common Council assess neighboring property owners and set a public hearing date of February 20, 2024

B. Background/Options

It has been the City of Wauwatosa's long-standing practice to issue special assessments for public construction projects. This board resolution declares the City's intent to special assess for 2024 paving projects as planned in the 2024 Capital Budget and start the special assessment process.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

D. Fiscal Impact

Special assessments for 2024 paving projects are included in the 2024 Capital Budget

E. Recommendation

Request the Common Council assess neighboring property owners and set a public hearing date of February 20, 2024

Recommendation: Common Council

BE IT RESOLVED, by the Common Council of the City of Wauwatosa, Wisconsin, that

Section 1. The Common Council of the City of Wauwatosa, Wisconsin hereby declares its intention to exercise its police power, under Section 66.0703 of the Wisconsin Statutes, to levy special assessments upon property in the City of Wauwatosa within the following described area for the benefits conferred upon such property by the repaving of:

<u>Street & Location</u>	<u>Ald. Dist.</u>	<u>Exist & (Prop.) Width</u>	<u>Pavement Construction Type</u>	<u>Assessed Sidewalk Work</u>
N. 109 th St. from Wisconsin Ave. to Potter Rd.	3	36 (36)	C-Asph	No
N. 115 th St. from Park Hill Ave. to Blue Mound Rd.	3	30 (30)	D-Asph	No
Center St. from N. 114 th St. to N. 117 th St.	7	52 (52)	D-Asph	Yes
Colonial Dr. from Auer Ave. to Concordia Ave.	8	30 (30)	D-Asph	Yes
Sarasota Pl. from N 95 th St to N. 100 th St.	8	30 (30)	D-Asph	Yes

Section 2. Said public improvement shall include the following work to be done during the 2023 construction season:

Reconstruction: Type “A” (Asph.) or (Conc.) Completely removing existing curb and gutter and existing pavement, placing new concrete curb and gutter (excluding alleys), and asphalt or concrete pavement surface on a new base.

The above repaving type also includes placing necessary water and sewer service pipes and storm sewer and appurtenances; relaying sanitary sewer and storm sewer as required; relocating existing street lighting system where necessary; constructing new concrete driveway approaches; and replacing concrete sidewalks which are disturbed by other construction, which are defective, or which have a hazard potential.

Repaving Type “B” (Asph.) Completely removing existing curb and gutter, milling the existing asphalt pavement as required, and placing new concrete curb and gutter and asphalt pavement surface on the existing road base.

The above repaving type also includes placing necessary water and sewer service pipes and storm sewer and appurtenances; relaying sanitary sewer and storm sewer as required; relocating existing street lighting system where necessary; constructing new concrete driveway approaches; and replacing concrete sidewalks which are disturbed by other construction, which are defective, or which have a hazard potential.

Repaving: Type “C” (Asph) Milling the existing pavement as required, repairing curbs (and abutting approaches and sidewalks where necessary), and surfacing with asphalt pavement. Also included is the placing of necessary water and sewer service pipes and storm sewer and appurtenances, and relaying sanitary sewer and storm sewer as required.

Repaving: Type “D” Replacing defective curb and gutter, removing, milling and/or pulverizing the existing pavement surface as required, and surfacing with new asphalt pavement. Also included is the placing of necessary water and sewer service pipes and storm sewer and appurtenances, and relaying sanitary sewer and storm sewer as required.

Repaving: Type “E” Replacing minimal defective curb and gutter, minor pavement milling, overlay existing pavement with asphalt pavement. Also included is the placing of necessary water and sewer service pipes and storm sewer and appurtenances, and relaying sanitary sewer and storm sewer as required.

Section 3. The total amount assessed shall be upon a reasonable basis as determined by the Common Council.

Section 4. That the owners of the respective parcels of land fronting or abutting the street improvements, on which a public hearing has been held and preliminary assessments have been confirmed, shall have payment of the special assessments scheduled as follows:

- (a) Each special assessment and special charge, pursuant to Section 66.0703 of the Wisconsin Statutes, levied in an amount of \$200 or less against any parcel of land in the City of Wauwatosa shall be entered in the tax rolls in one installment.
- (b) Each special assessment for improvements levied in an amount exceeding \$200 against any parcel of land in the City of Wauwatosa shall be entered in the tax rolls in five equal annual installments of principal together with interest at the rate of twelve percent (12%) per year or the percentage rounded out to the next highest whole percentage number above the interest rate paid by the City for the sale of corporate purpose bonds, which include the project which is the subject of the special assessment, whichever figure is less, on the unpaid balance of said assessment. Individual assessments shall run concurrently except as provided under Section 3.08.040 of the City Code.
- (c) Each special assessment levied against any parcel of land in the City of Wauwatosa for the installation of sanitary sewer main or water main or construction of permanent street pavement shall not be entered in the tax roll until all installments of special assessments for sanitary sewer or water main or construction of permanent street pavement levied previously against the same parcel of land have been entered into the tax rolls and have been paid. Such subsequent special assessment shall be deferred and only interest at the rate of twelve percent (12%) per year, or the percentage rounded out to the next highest whole percentage number above the interest rate paid by the City for the issuance of General Obligation Debt, which include the project which is the subject of the special assessment, whichever figure is less, on such subsequent special assessment shall be carried into the tax rolls in addition to the scheduled installments of such prior assessments. After the last installment of such prior special assessment has been entered in the tax rolls, installments of the subsequent special assessment shall, beginning with the next subsequent tax roll, be entered in the tax rolls pursuant to Section 3.08.030 of the City Code.
- (d) Whenever special assessments are levied against the frontage and side of a corner parcel of land in the City of Wauwatosa for the installation of sanitary sewers or water mains or construction of permanent pavements arising out of the same public works project, such special assessments levied against a corner parcel of land shall be deemed to be two separate special assessments, and the special assessment levied against the frontage of the corner parcel of land shall first be scheduled on the tax rolls for payment as provided in Section 3.08.030 of the City Code and the special assessment levied against the side of the corner parcel of land shall be scheduled on the tax rolls pursuant to (c) above, following such scheduling of the special assessment levied against the frontage of the corner parcel of land.

(e) Notwithstanding the provisions of (c) and (d) above, any owners of parcels of land assessed may at their option elect to pay both the scheduled installments of prior assessments as well as scheduled installments of subsequent special assessments on the same tax rolls as entered on those tax rolls pursuant to Section 3.08.030 of the City Code.

(f) If, after special assessments have been placed on the tax rolls in installments or otherwise, the taxpayer fails to pay the same within the time allowed for payment of general taxes, the same shall become delinquent and shall be treated in the same manner and subject to the same laws as delinquent general property taxes.

Section 5. The properties against which the assessments are proposed are benefited. Such benefits may include, but are not necessarily limited to, enhancement of value or marketability, improved drainage, improved pedestrian safety (walks), improved vehicular access, improved skid resistance and cross sectional elements.

Section 6. The City Engineer has prepared a report consisting of:

- a) Preliminary and/or final plans and specifications for said improvements
- b) An estimate of the entire cost of the proposed improvements
- c) A schedule of the proposed assessments in connection therewith upon a reasonable basis as determined by the Board of Public Works.

The City Engineer is directed to file a copy of these in the City Clerk's Office for public inspection.

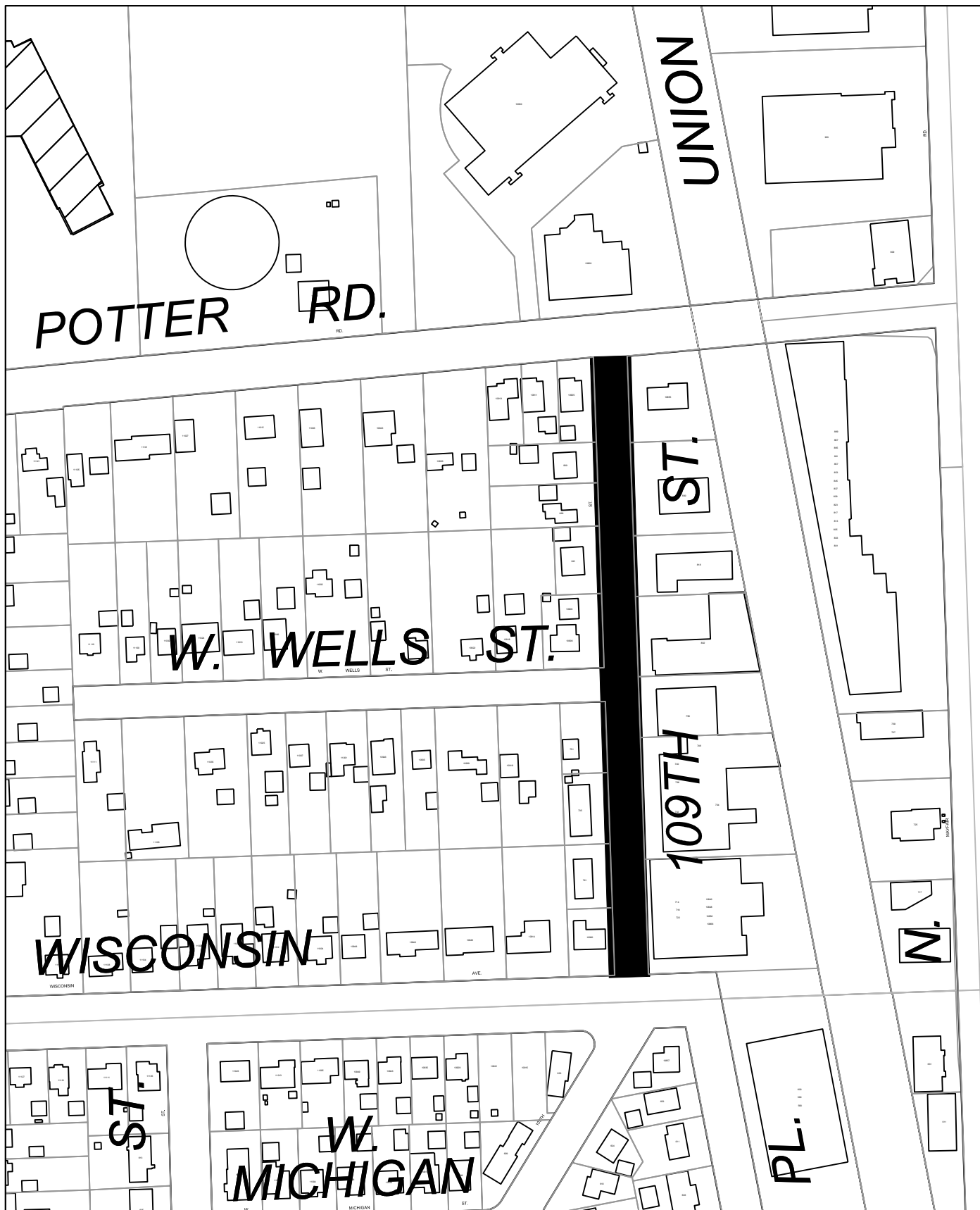
BE IT FURTHER RESOLVED, By the Common Council of the City of Wauwatosa, Wisconsin, that the City Clerk is directed to give notice, as by law provided, of a public hearing to all owners, to be assessed for the proposed improvements herein before listed, and to publish notice of the hearing at least once in the official newspaper at least ten days and not more than 40 days before the time set for the hearing; and

BE IT FURTHER RESOLVED, that the Common Council be requested to schedule the public hearing to be held before the Common Council both in-person in the Council Chambers and virtually via use of the Zoom platform, at 7:30 P.M., on Tuesday, February 20th, 2024 at which time all persons interested, or their agents or attorneys, concerning matters contained in the resolution and report, including the proposed assessment of benefits will be heard.

2024 Street and Alley Paving Assessments Report

Prepared by:
City of Wauwatosa
Engineering Services Division

Schedule A: Preliminary Plans and Specs

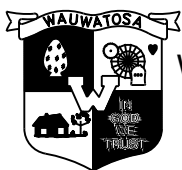


**CITY OF
WAUWATOSA**

ENGINEERING
SERVICES
DIVISION

109TH ST
(WISCONSIN AVE. TO POTTER RD.)
TYPE C - ASPHALT

PROJ. NO:	24-01	DRAWN BY:	JMS
DESIGN YEAR:	2023	CHECKED BY:	JMS
CONST. YEAR:	2024	SCALE:	1"=200'

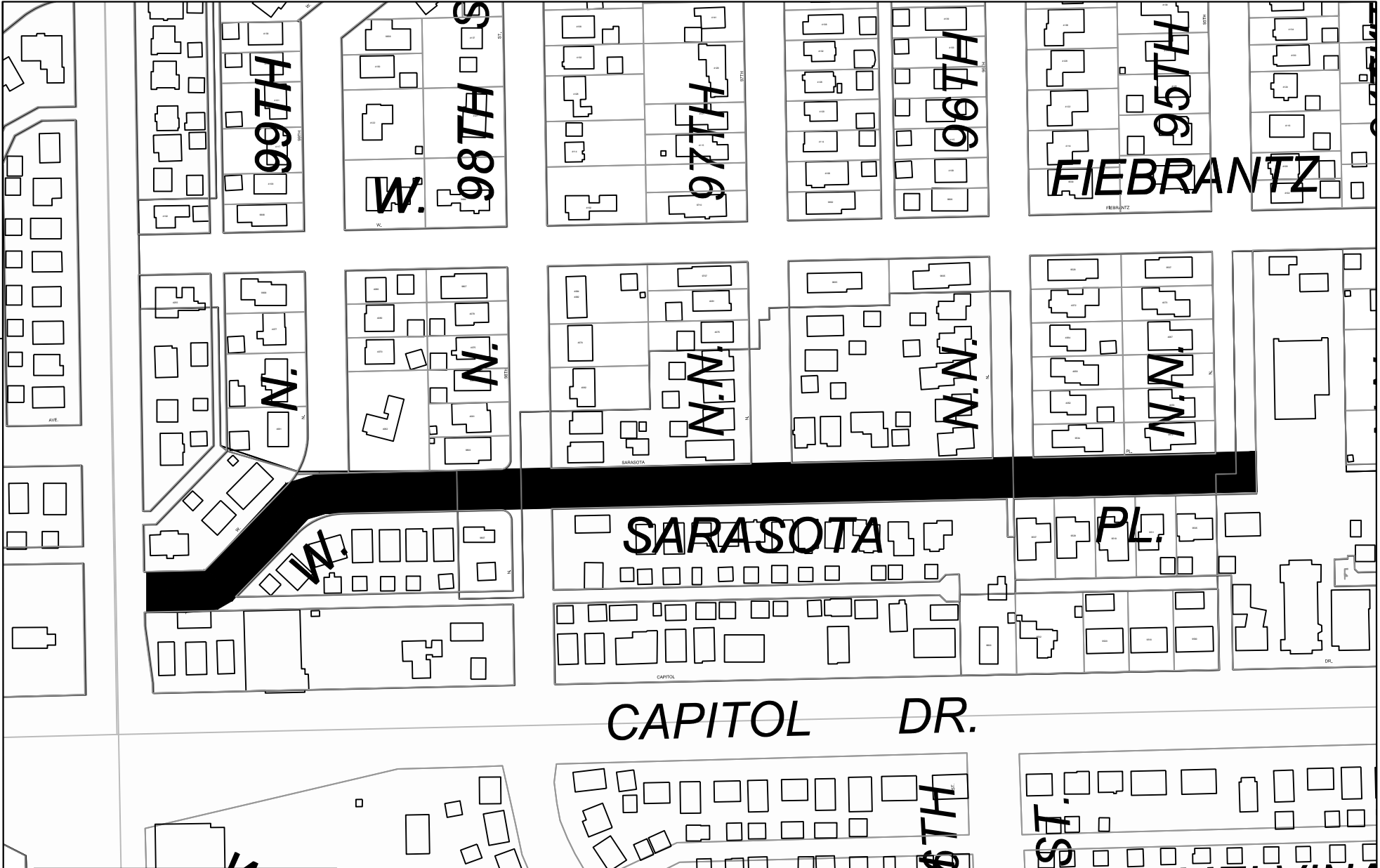


**CITY OF
WAUWATOSA**

ENGINEERING
SERVICES
DIVISION

115TH ST
(PARK HILL AVE TO BLUE MOUND RD)
TYPE D - ASPHALT

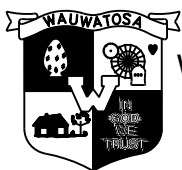
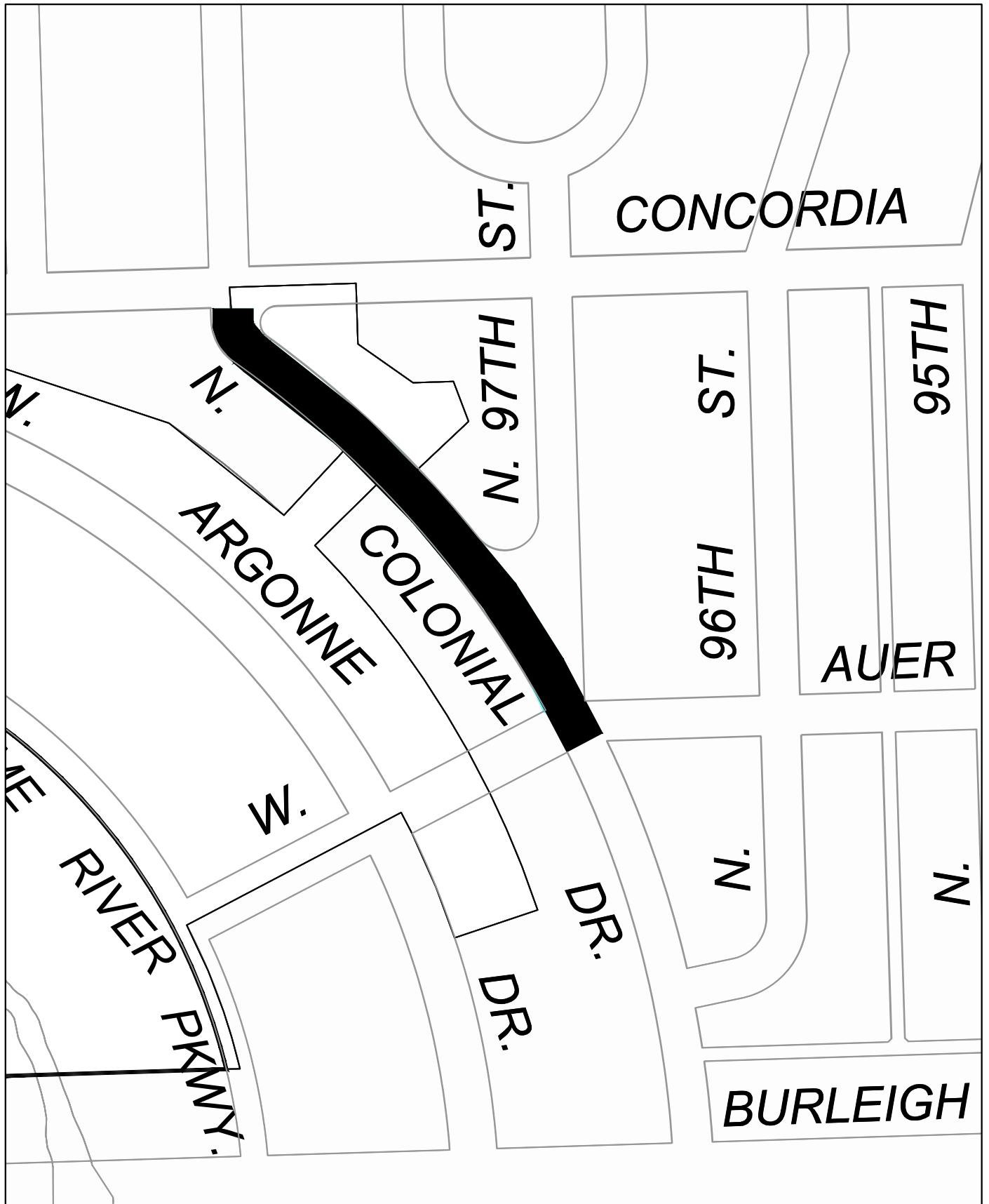
PROJ. NO:	24-07	DRAWN BY:	JMS
DESIGN YEAR:	2023	CHECKED BY:	JMS
CONST. YEAR:	2024	SCALE:	1"=200'



CITY OF
WAUWATOSA
ENGINEERING
SERVICES
DIVISION

SARASOTA PL
(100TH ST TO 95TH ST)
TYPE D - ASPHALT

PROJ. NO:	24-07	DRAWN BY:	JMS
DESIGN YEAR:	2023	CHECKED BY:	JMS
CONST. YEAR:	2024	SCALE:	1"=200'

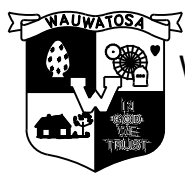
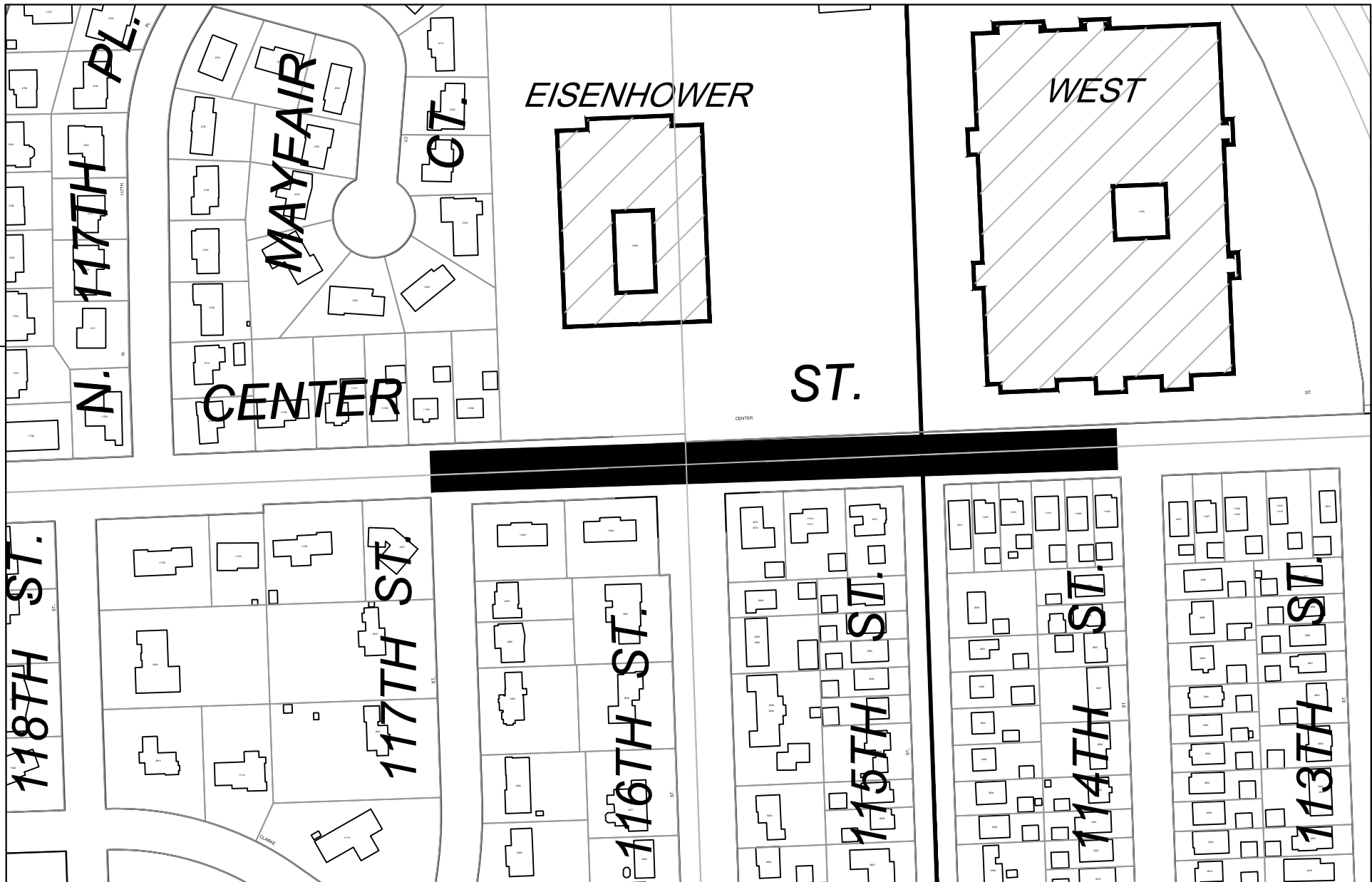


**CITY OF
WAUWATOSA**

ENGINEERING
SERVICES
DIVISION

COLONIAL DR
(AUER AVE TO CONCORDIA AVE)
TYPE D - ASPHALT

PROJ. NO:	24-07	DRAWN BY:	JMS
DESIGN YEAR:	2023	CHECKED BY:	JMS
CONST. YEAR:	2024	SCALE:	1"=200'



**CITY OF
WAUWATOSA**

ENGINEERING
SERVICES
DIVISION

CENTER ST
(N 117TH ST TO 114TH ST)
TYPE D - ASPHALT

PROJ. NO:	24-08	DRAWN BY:	JMS
DESIGN YEAR:	2024	CHECKED BY:	JMS
CONST. YEAR:	2024	SCALE:	1"=200'

Schedule B: Estimate

		TOTALS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	164,763,226
Sheet	Project	Project #	2024	2025	2026	2027	2028	TOTAL								
	1024 2024 Paving Program	1024	\$ 3,063,348.75	\$ -	\$ -	\$ -	\$ -	3,063,348.75								
	1025 2025 Paving Program	1025	\$ 654,583.00	\$ 10,387,620.04	\$ -	\$ -	\$ -	11,042,203.04								
	1026 2026 Paving Program	1026	\$ -	\$ 507,058.49	\$ 4,875,966.44	\$ -	\$ -	5,383,024.93								
	1027 2027 Paving Program	1027	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1028 2028 Paving Program	1028	\$ -	\$ -	\$ -	\$ 633,326.40	\$ 5,707,647.15	6,340,973.55								
	1029 2029 Paving Program	1029	\$ -	\$ -	\$ -	\$ -	\$ 448,741.97	448,741.97								
	1111 Village Area Entry Point Vehicular Barrier System	1111	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1117 N. 124th Street - Lisbon to Ruby	1117	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1118 N. 124th Street Burleigh to Capitol	1118	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1121 STH 181, Wisconsin Ave to Center St	1121	\$ 668,043.48	\$ 2,000,000.00	\$ 130,000.00	\$ -	\$ 2,725,543.50	5,523,586.98								
	1122 DOT Mayfair Road Resurfacing, Sidewalks, and Oak Leaf Trail Underpass	1122	\$ 137,500.00	\$ 1,545,000.00	\$ -	\$ -	\$ -	1,682,500.00								
	1123 Blue Mound Road (USH 18) Resurfacing, 66th to 106th	1123	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1124 Walnut Road UP Railroad Underpass	1124	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1125 Burleigh Road Reconstruction	1125	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	1624-1628 Pavement Repairs and Spot Improvements	1624-1628	\$ 191,948.00	\$ 117,169.00	\$ 187,430.26	\$ 134,909.00	\$ 275,920.64	907,376.90								
	2024-2028 Sidewalk Improvement Program	2024-2028	\$ 987,750.00	\$ 822,750.00	\$ 905,250.00	\$ 960,250.00	\$ 987,750.00	4,663,750.00								
	2224-2228 Bridge Spot Repair	2224-2228	\$ 74,820.00	\$ -	\$ 74,820.00	\$ 78,120.00	\$ 78,120.00	305,880.00								
	2301 Reconstruct North Avenue Bridges over the Menomonee River	2301	\$ -	\$ -	\$ -	\$ 7,364,500.00	\$ -	7,364,500.00								
	2302 Tosa Trails - County Grounds Park Connector	2302	\$ -	\$ 10,400.00	\$ 84,800.00	\$ -	\$ -	95,200.00								
	2303 Wisconsin Ave Bridge over Honey Creek Replacement	2303	\$ -	\$ 4,017,000.00	\$ -	\$ -	\$ -	4,017,000.00								
	2305 Tosa Trails - 112th Street Connector	2305	\$ 257,500.00	\$ -	\$ -	\$ -	\$ -	257,500.00								
	2307 Swan Blvd Bridge Maintenance	2307	\$ 108,500.00	\$ 463,500.00	\$ -	\$ -	\$ -	572,000.00								
	2308 Tosa Trails - 112th St. Greenway connection to Hank Aaron State Trail	2308	\$ 130,000.00	\$ -	\$ -	\$ -	\$ -	130,000.00								
	2309 Tosa Trails - Wisconsin Ave Connector	2309	\$ -	\$ -	\$ 450,000.00	\$ -	\$ -	450,000.00								
	2402 Construct Fiber Optic Connections between Critical City Facilities	2402	\$ 367,500.00	\$ 332,500.00	\$ 332,500.00	\$ 332,500.00	\$ 332,500.00	1,697,500.00								
	2403 Street Light Conversion	2403	\$ 116,000.00	\$ 116,000.00	\$ 115,500.00	\$ 115,500.00	\$ 115,500.00	578,500.00								
	2404 Street Lighting Cabinet Replacements	2404	\$ 172,750.00	\$ 172,750.00	\$ 172,750.00	\$ -	\$ -	518,250.00								
	2500 Alice Street Stair Replacement	2500	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	2624-2628 Signalized Intersection Improvements	2624-2628	\$ 35,750.00	\$ 334,750.00	\$ -	\$ -	\$ -	370,500.00								
	3005 Schoonmaker Creek Sewershed Utility Improvements and Flood Relief	3005	\$ 500,000.00	\$ 700,000.00	\$ 945,000.00	\$ 5,584,950.00	\$ 11,070,111.30	18,800,061.30								
	3011 WA4004 Sanitary Sewer Lining and Lateral Grouting	3011	\$ -	\$ 200,000.00	\$ 2,575,000.00	\$ -	\$ -	2,775,000.00								
	3012 WA4003 Sanitary Sewer Lining and Lateral Grouting	3012	\$ -	\$ -	\$ -	\$ -	\$ 216,000.00	216,000.00								
	3024-3028 Sanitary Sewer Spot Improvements	3024-3028	\$ 73,200.00	\$ 75,640.00	\$ 78,080.00	\$ 80,520.00	\$ 82,960.00	390,400.00								
	3100 Sanitary Lining Independent of Paving	3100	\$ 277,500.00	\$ 277,500.00	\$ 277,500.00	\$ 277,500.00	\$ 277,500.00	1,387,500.00								
	3200 Sewer Televising Truck & Software	3200	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	450,000.00								
	4002 Washington Highlands Storm Sewer Safety Grate Access Improvements	4002	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	60,000.00								
	4024-4028 Storm Sewer Spot Improvements	4024-4028	\$ 144,280.00	\$ 146,720.00	\$ 149,160.00	\$ 151,280.00	\$ 153,720.00	745,160.00								
	4100 Knoll Blvd Storm Sewer Improvements	4100	\$ -	\$ -	\$ -	\$ -	\$ -	-								
	4101 70th Street Storm Sewer	4101	\$ 120,000.00	\$ 1,545,000.00	\$ -	\$ -	\$ -	1,665,000.00								
	4103 Honey Creek Storm Sewer Outfall Improvements	4103	\$ 2,060,000.00	\$ -	\$ -	\$ -	\$ -	2,060,000.00								
	5019 Water Main Replacements	5019	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	500,000.00								
	5022 Potter Road and 109th Street Improvements	5022	\$ 15,283,612.56	\$ -	\$ -	\$ -	\$ -	15,283,612.56								
	5108 Paint Feerick Water Tower	5108	\$ -	\$ 100,000.00	\$ 1,000,000.00	\$ -	\$ -	1,100,000.00								
	5109 Paint Burleigh Water Tower	5109	\$ 1,700,000.00	\$ -	\$ -	\$ -	\$ -	1,700,000.00								
	5112 Potter Road Solar Photovoltaic System- ARPA	5112	\$ 10,000.00	\$ 365,000.00	\$ -	\$ -	\$ -	375,000.00								
	5113 West Zone Pumping Station- ARPA Funded	5113	\$ 210,000.00	\$ 4,600,000.00	\$ -	\$ -	\$ -	4,810,000.00								
	5114 Mayfair Road Water Main Lining- ARPA Funded	5114	\$ 972,000.00	\$ -	\$ -	\$ -	\$ -	972,000.00								
	5115 Paint County Water Tower	5115	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 908,000.00	1,008,000.00								
	5117 Hydro-Vac Valve Maintenance Trailer	5117	\$ -	\$ -	\$ -	\$ 87,000.00	\$ -	87,000.00								
	5118 Paint Alice Water Reservoir	5118	\$ 100,000.00	\$ 774,000.00	\$ -	\$ -	\$ -	874,000.00								
	6024 Remodel of the Civic Center/Library/City Hall	6024	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	500,000.00								
	6029 Fire Detection System Upgrade- City Hall	6029	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	100,000.00								
	6030 Electrical Service Replacement- City Hall	6030	\$ -	\$ -	\$ 210,000.00	\$ -	\$ -	210,000.00								

Schedule C: Proposed Assessments

Special Assessment Master Schedules by Project
2023 550 109TH St. Wisconsin Ave. To Potter Rd.

			Hearing Date:					
Tax Key / PIN			Border / Class	Billable Length	Owner / Border Addr	Legal Desc		
OrderNo	U/M		Charge		Status	Rate	Qty	Total
Tax Key: 378-0214-000			Side Res	0.00	TRUE STEPHEN C 10905 W. POTTER RD	ASSESSMENT SUBD NO 66 E 79.36 FT OF LOT 10905 W. POTTER RD		
PIN: 51 027	LF		Paving Type C		Draft	13.6000	123.90	1,685.04
Tax Key: 378-0215-001			Front Res	0.00	PHILIP HELWIG 829 N. 109TH ST	ASSESSMENT SUBD NO 66 S 63.91 FT OF LOTS 829 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	27.2000	63.91	1,738.35
Tax Key: 378-0215-002			Front Res	0.00	ANDREW FRUEND 839 N. 109TH ST	ASSESSMENT SUBD NO 66 N 60 FT OF S 123.9 839 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	27.2000	60.00	1,632.00
Tax Key: 378-0216-002			Side Res	0.00	WISNER CRAIG A 10906 W. WELLS ST	ASSESSMENT SUBD NO 66 NE 1/4 SEC 30-7-21 10906 W. WELLS ST		
PIN: 51 027	LF		Paving Type C		Draft	13.6000	110.00	1,496.00
Tax Key: 378-0217-000			Front Res	0.00	JOSHUA J AND LISA A FINKE 821 N. 109TH ST	ASSESSMENT SUBD NO 66 N 100 FT OF E 92.6 821 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	27.2000	100.00	2,720.00
Tax Key: 378-0235-001			Side Res	0.00	PATRICIA STACHNIK 751 N. 109TH ST	CERTIFIED SURVEY MAP NO 2629 NE 30 7 21 751 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	13.6000	105.00	1,428.00
Tax Key: 378-0235-002			Front Res	0.00	HENRY MILDRED L LIVING TRUST 735 N. 109TH ST	CERTIFIED SURVEY MAP NO 2629 NE 30 7 21 735 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	27.2000	105.00	2,856.00
Tax Key: 378-0236-000			Front Res	0.00	BIEFELD MARK W 721 N. 109TH ST	ASSESSMENT SUBD NO 66 W 67.68 FT OF N 95 721 N. 109TH ST		
PIN: 51 027	LF		Paving Type C		Draft	27.2000	95.00	2,584.00
Tax Key: 378-0237-000			Side Res	0.00	DUSTIN & LISA GERDMAN 10900 W. WISCONSIN AVE	ASSESSMENT SUBD NO 66 W 67.68 FT OF S 10 10900 W. WISCONSIN AVE		
PIN: 51 027	LF		Paving Type C		Draft	13.6000	100.00	1,360.00
Tax Key: 378-0247-001			Side Comm	0.00	SAI RAM PROPERTIES LLC 10855 W. POTTER RD	CERTIFIED SURVEY MAP NO 5258 PARCEL 1 NE 10855 W. POTTER RD		
PIN: 51 027	LF		Paving Type C		Draft	40.8000	131.00	5,344.80

Special Assessment Master Schedules by Project
2023 550 109TH St. Wisconsin Ave. To Potter Rd.

			Hearing Date:							
<u>Tax Key / PIN</u>		<u>OrderNo</u>	<u>U/M</u>	<u>Border / Class</u>	<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Legal Desc</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>
Tax Key:	378-0247-002			Front	0.00	SAI RAM PROPERTIES LLC	CERTIFIED SURVEY MAP NO 5258 PARCEL 2 NE			
PIN:				Comm		830 N. 109TH ST	830 N. 109TH ST			
	51 027	LF		Paving Type C				40.8000	137.92	5,627.14
Tax Key:	378-0247-003			Front	0.00	818 STUDIOS LLC	CERTIFIED SURVEY MAP NO 5258 PARCEL 3 NE			
PIN:				Comm		818 N. 109TH ST	818 N. 109TH ST			
	51 027	LF		Paving Type C				40.8000	90.00	3,672.00
Tax Key:	378-0249-001			Front	0.00	FOUR STONES LLC	ASSESSMENT SUBD NO 66 S 120 FT OF LOT 3			
PIN:				Comm		802 N. 109TH ST	802 N. 109TH ST			
	51 027	LF		Paving Type C				40.8000	120.00	4,896.00
Tax Key:	378-0250-000			Front	0.00	JV PROPERTY HOLDINGS LLC	ASSESSMENT SUBD NO 66 N 90 FT OF LOT 4 B			
PIN:				Comm		756 N. 109TH ST	756 N. 109TH ST			
	51 027	LF		Paving Type C				40.8000	90.00	3,672.00
Tax Key:	378-0252-001			Front	0.00	PARKWAY DEVELOPMENT LLC	ASSESSMENT SUBD NO 66 N 180 FT OF S 390			
PIN:				Comm		730 N. 109TH ST	730 N. 109TH ST			
	51 027	LF		Paving Type C				40.8000	180.00	7,344.00
Tax Key:	378-0253-000			Front	0.00	MAROHL CONSTRUCTION INC	ASSESSMENT SUBD NO 66 S 210 FT OF LOT 4			
PIN:				Comm		10840 W. WISCONSIN AVE	10840 W. WISCONSIN AVE			
	51 027	LF		Paving Type C				40.8000	170.00	6,936.00
Project Totals:					16	Items	1,781.73			
\$54,991.33										

Special Assessment Master Schedules by Project
2023 562 115TH ST Park Hill Ave To Blue Mound Rd

Hearing Date: 2/21/2024

<u>Tax Key / PIN</u>		<u>Border / Class</u>		<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Legal Desc</u>		
<u>OrderNo</u>	<u>U/M</u>	<u>Charge</u>			<u>Status</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>
Tax Key: 411-0370-000		Side		0.00	LAURE BENNETTI	WAUWATOSA HIGHLANDS LOT 1 & W 45.21 FT O		
PIN:		Comm			11415 W. BLUEMOUND RD	11415 W. BLUEMOUND RD		
52 064	LF	Paving			Draft	51.0000	112.17	5,720.67
Tax Key: 411-0379-000		Front		0.00	AUDREY J. BARR	WAUWATOSA HIGHLANDS LOT 14 BLK E SE 1/4		
PIN:		Res			11420 W. MOUNT VERNON AVE	11420 W. MOUNT VERNON AVE		
52 035	LF	Paving			Draft	34.0000	40.00	1,360.00
Tax Key: 411-0380-000		Front		0.00	CYNTHIA E & GEORGE K KOSTICK	WAUWATOSA HIGHLANDS LOT 15 BLK E SE 1/4		
PIN:		Res			308 N. 115TH ST	308 N. 115TH ST		
52 036	LF	Paving			Draft	34.0000	50.00	1,700.00
Tax Key: 411-0381-000		Front		0.00	NATHAN T AND RACHEL E WEST	WAUWATOSA HIGHLANDS LOT 16 BLK E SE 1/4		
PIN:		Res			314 N. 115TH ST	314 N. 115TH ST		
52 037	LF	Paving			Draft	34.0000	50.00	1,700.00
Tax Key: 411-0382-000		Front		0.00	CAITLIN M. BARBER	WAUWATOSA HIGHLANDS LOT 17 BLK E SE 1/4		
PIN:		Res			322 N. 115TH ST	322 N. 115TH ST		
52 038	LF	Paving			Draft	34.0000	50.00	1,700.00
Tax Key: 411-0383-000		Front		0.00	COHEN SHANE B	WAUWATOSA HIGHLANDS LOT 18 BLK E SE 1/4		
PIN:		Res			328 N. 115TH ST	328 N. 115TH ST		
52 039	LF	Paving			Draft	34.0000	50.00	1,700.00
Tax Key: 411-0384-000		Front		0.00	ROBERT C AND SARAH J ANDERSON	WAUWATOSA HIGHLANDS LOT 19 BLK E SE 1/4		
PIN:		Res			336 N. 115TH ST	336 N. 115TH ST		
52 040	LF	Paving			Draft	34.0000	50.00	1,700.00
Tax Key: 411-0385-000		Front		0.00	ARTHUR MILLER	WAUWATOSA HIGHLANDS LOT 20 & S HALF OF L		
PIN:		Res			342 N. 115TH ST	342 N. 115TH ST		
52 041	LF	Paving			Draft	34.0000	75.00	2,550.00
Tax Key: 411-0386-000		Front		0.00	TIMOTHY HANSON	WAUWATOSA HIGHLANDS N HALF OF LOT 21 AL		
PIN:		Res			352 N. 115TH ST	352 N. 115TH ST		
52 042	LF	Paving			Draft	34.0000	88.00	2,992.00
Tax Key: 411-0389-000		Front		0.00	EDWARD LANDRY	WAUWATOSA HIGHLANDS LOTS 2 3 & 4 EXC NLY		
PIN:		Comm			11507 W. BLUEMOUND RD	11507 W. BLUEMOUND RD		
52 043	LF	Paving			Draft	51.0000	78.91	4,024.41

Special Assessment Master Schedules by Project
2023 562 115TH ST Park Hill Ave To Blue Mound Rd

Tax Key / PIN		Border / Class		Billable Length	Owner / Border Addr		Legal Desc		
OrderNo	U/M	Charge			Status	Rate	Qty	Total	
Tax Key: 411-0390-000		Front Res		0.00	MCCOY-MCKINNEY COLLEEN J	WAUWATOSA HIGHLANDS LOT 5 BLK F SE 1/4 S			
PIN:					403 N. 115TH ST	403 N. 115TH ST			
52 044	LF	Paving			Draft	34.0000	53.86	1,831.24	
Tax Key: 411-0391-000		Front Res		0.00	MICHAEL J & KAROLYN L MIRASOLA	WAUWATOSA HIGHLANDS LOT 6 BLK F SE 1/4 S			
PIN:					357 N. 115TH ST	357 N. 115TH ST			
52 045	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0392-000		Front Res		0.00	WALTER MENNICKE	WAUWATOSA HIGHLANDS LOT 7 BLK F SE 1/4 S			
PIN:					349 N. 115TH ST	349 N. 115TH ST			
52 046	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0393-000		Front Res		0.00	MARIE E. OLMSTED	WAUWATOSA HIGHLANDS LOT 8 BLK F SE 1/4 S			
PIN:					343 N. 115TH ST	343 N. 115TH ST			
52 047	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0394-000		Front Res		0.00	HEATHER OSMANSKI	WAUWATOSA HIGHLANDS LOT 9 BLK F SE 1/4 S			
PIN:					335 N. 115TH ST	335 N. 115TH ST			
52 048	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0395-000		Front Res		0.00	ANNE-LOUISE M AND TIM O HICKS	WAUWATOSA HIGHLANDS LOT 10 BLK F SE 1/4			
PIN:					329 N. 115TH ST	329 N. 115TH ST			
52 049	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0396-000		Front Res		0.00	GUSTAFSON NATHAN J VOLD SHANIA M	WAUWATOSA HIGHLANDS LOT 11 & N HALF OF L			
PIN:					323 N. 115TH ST	323 N. 115TH ST			
52 050	LF	Paving			Draft	34.0000	75.00	2,550.00	
Tax Key: 411-0397-000		Front Res		0.00	MICHAEL MARZION	WAUWATOSA HIGHLANDS S HALF OF LOT 12 & A			
PIN:					309 N. 115TH ST	309 N. 115TH ST			
52 051	LF	Paving			Draft	34.0000	75.00	2,550.00	
Tax Key: 411-0398-000		Front Res		0.00	ROSLYNN PEDRACINE	WAUWATOSA HIGHLANDS LOT 14 BLK F SE 1/4			
PIN:					303 N. 115TH ST	303 N. 115TH ST			
52 052	LF	Paving			Draft	34.0000	40.00	1,360.00	
Tax Key: 411-0409-000		Front Res		0.00	STERR CLAIRE BENSON JOSEPH E	WAUWATOSA HIGHLANDS LOT 1 BLK G SE 1/4 S			
PIN:					271 N. 115TH ST	271 N. 115TH ST			
52 053	LF	Paving			Draft	34.0000	50.00	1,700.00	

Special Assessment Master Schedules by Project
2023 562 115TH ST Park Hill Ave To Blue Mound Rd

		Border /		Billable Length	Hearing Date: 2/21/2024				
Tax Key / PIN		Class			Owner / Border Addr		Legal Desc		
OrderNo	U/M	Charge			Status	Rate	Qty	Total	
Tax Key: 411-0410-000		Front		0.00	MARK & SUSAN VAN ECHTEREN	WAUWATOSA HIGHLANDS LOT 2 BLK G SE 1/4 S			
PIN:		Res			265 N. 115TH ST	265 N. 115TH ST			
52 054	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0411-000		Front		0.00	ZIETLOW CARLY LYNN LI ZIJIA	WAUWATOSA HIGHLANDS LOT 3 BLK G SE 1/4 S			
PIN:		Res			257 N. 115TH ST	257 N. 115TH ST			
52 055	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0412-000		Front		0.00	PAUL J & KARI L SCHMIDBAUER	WAUWATOSA HIGHLANDS LOT 4 BLK G SE 1/4 S			
PIN:		Res			251 N. 115TH ST	251 N. 115TH ST			
52 056	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0413-000		Front		0.00	LOUISE SAYLOR	WAUWATOSA HIGHLANDS LOT 5 BLK G SE 1/4 S			
PIN:		Res			243 N. 115TH ST	243 N. 115TH ST			
52 057	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0414-000		Front		0.00	CHRISTINE SMITH	WAUWATOSA HIGHLANDS LOT 6 BLK G SE 1/4 S			
PIN:		Res			237 N. 115TH ST	237 N. 115TH ST			
52 058	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0415-000		Front		0.00	ANDREW AND KELLEY LEVINSON	WAUWATOSA HIGHLANDS LOT 7 BLK G SE 1/4 S			
PIN:		Res			231 N. 115TH ST	231 N. 115TH ST			
52 059	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0416-000		Front		0.00	CHRISTINE PURDY	WAUWATOSA HIGHLANDS LOT 8 BLK G SE 1/4 S			
PIN:		Res			225 N. 115TH ST	225 N. 115TH ST			
52 060	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0417-000		Front		0.00	GORDON M & DAWN B JOHNSON	WAUWATOSA HIGHLANDS LOT 9 BLK G SE 1/4 S			
PIN:		Res			217 N. 115TH ST	217 N. 115TH ST			
52 061	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0418-000		Front		0.00	TIMOTHY R. FOX	WAUWATOSA HIGHLANDS LOT 10 BLK G SE 1/4			
PIN:		Res			209 N. 115TH ST	209 N. 115TH ST			
52 062	LF	Paving			Draft	34.0000	50.00	1,700.00	
Tax Key: 411-0419-000		Front		0.00	MARY R & ASSAM W SHANAA	WAUWATOSA HIGHLANDS LOT 11 BLK G SE 1/4			
PIN:		Res			203 N. 115TH ST	203 N. 115TH ST			
52 063	LF	Paving			Draft	34.0000	50.00	1,700.00	

Special Assessment Master Schedules by Project
2023 562 115TH ST Park Hill Ave To Blue Mound Rd

Hearing Date: 2/21/2024

<u>Tax Key / PIN</u>		<u>Border / Class</u>		<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Legal Desc</u>			
<u>OrderNo</u>	<u>U/M</u>	<u>Charge</u>			<u>Status</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>	
Tax Key: 411-0440-000		Front Res		0.00	GEGORY ROSS	WAUWATOSA HIGHLANDS LOT 12 BLK H SE 1/4			
PIN: 52 024	LF	Paving			202 N. 115TH ST	202 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0441-000		Front Res		0.00	RAWINSKI YANA ADAMS MITCHELL	WAUWATOSA HIGHLANDS LOT 13 BLK H SE 1/4			
PIN: 52 025	LF	Paving			210 N. 115TH ST	210 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0442-000		Front Res		0.00	MICHAEL ADRIAN	WAUWATOSA HIGHLANDS LOT 14 BLK H SE 1/4			
PIN: 52 026	LF	Paving			216 N. 115TH ST	216 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0443-000		Front Res		0.00	DANIELLE SCHMIDKUNZ	WAUWATOSA HIGHLANDS LOT 15 BLK H SE 1/4			
PIN: 52 027	LF	Paving			224 N. 115TH ST	224 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0444-000		Front Res		0.00	SCOTT J & CAROLE J MCPHERSON	WAUWATOSA HIGHLANDS LOT 16 BLK H SE 1/4			
PIN: 52 028	LF	Paving			230 N. 115TH ST	230 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0445-000		Front Res		0.00	LYNNE JACQUES	WAUWATOSA HIGHLANDS LOT 17 BLK H SE 1/4			
PIN: 52 029	LF	Paving			236 N. 115TH ST	236 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0446-000		Front Res		0.00	GARY KRIER	WAUWATOSA HIGHLANDS LOT 18 BLK H SE 1/4			
PIN: 52 030	LF	Paving			242 N. 115TH ST	242 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0447-000		Front Res		0.00	BELEN LOPEZ	WAUWATOSA HIGHLANDS LOT 19 BLK H SE 1/4			
PIN: 52 031	LF	Paving			250 N. 115TH ST	250 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0448-000		Front Res		0.00	LESLIE A. OSEP	WAUWATOSA HIGHLANDS LOT 20 BLK H SE 1/4			
PIN: 52 032	LF	Paving			256 N. 115TH ST	256 N. 115TH ST	34.0000	50.00	1,700.00
Tax Key: 411-0449-000		Front Res		0.00	HULSIZER WUSSOW ZACHARY WUSSOW KYLA	WAUWATOSA HIGHLANDS LOT 21 BLK H SE 1/4			
PIN: 52 033	LF	Paving			264 N. 115TH ST	264 N. 115TH ST	34.0000	50.00	1,700.00

Special Assessment Master Schedules by Project
2023 562 115TH ST Park Hill Ave To Blue Mound Rd

Hearing Date: 2/21/2024

<u>Tax Key / PIN</u>		<u>OrderNo</u>	<u>U/M</u>	<u>Border / Class</u>	<u>Charge</u>	<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Status</u>	<u>Legal Desc</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>
Tax Key: 411-0450-000				Front		0.00	CORCORAN JOE HORNE AMY		WAUWATOSA HIGHLANDS LOT 22 BLK H SE 1/4			
PIN:				Res			270 N. 115TH ST		270 N. 115TH ST			
		52 034	LF		Paving			Draft		34.0000	50.00	1,700.00

Project Totals: 41 Items 2,237.94

\$79,338.32

Special Assessment Master Schedules by Project
2024 563 Sarasota Pl 100th St To 95th St

Hearing Date: 2/21/2024

<u>Tax Key / PIN</u>	<u>OrderNo</u>	<u>U/M</u>	<u>Border / Class</u>	<u>Charge</u>	<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Status</u>	<u>Legal Desc</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>
Tax Key: 254-0230-000 PIN:	52 095	LF	Side Res	Paving incl. sidewalk	0.00	EMMETT II & YELONDA NASH 9534 W. SARASOTA PL	Draft	SARASOTA HEIGHTS LOT 4 SE 1/4 SEC 5 9534 W. SARASOTA PL	28.0000	135.37	3,790.36
Tax Key: 254-0234-000 PIN:	52 099	LF	Side Res	Paving incl. sidewalk	0.00	HOWETTE FLIPPIN 9512 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 8 SE 1/4 S 9512 W. SARASOTA PL	28.0000	135.00	3,780.00
Tax Key: 254-0235-000 PIN:	52 067	LF	Front Res	Paving incl. sidewalk	0.00	JOSEPH & MICHELLE SUTTER 9537 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 9 SE 1/4 S 9537 W. SARASOTA PL	56.0000	60.00	3,360.00
Tax Key: 254-0236-000 PIN:	52 071	LF	Front Res	Paving incl. sidewalk	0.00	WARREN P & RIENG HIENZ 9529 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 10 SE 1/4 9529 W. SARASOTA PL	56.0000	60.00	3,360.00
Tax Key: 254-0237-000 PIN:	52 075	LF	Front Res	Paving incl. sidewalk	0.00	SLADEK VICTORIA J SLADEK KENNETH J 9519 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 11 SE 1/4 9519 W. SARASOTA PL	56.0000	60.00	3,360.00
Tax Key: 254-0238-000 PIN:	52 079	LF	Front Res	Paving incl. sidewalk	0.00	LAURA A ROIX RESIDENCE TRUST 9511 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 12 SE 1/4 9511 W. SARASOTA PL	56.0000	60.00	3,360.00
Tax Key: 254-0239-000 PIN:	52 083	LF	Front Res	Paving incl. sidewalk	0.00	DONALD R & DAWN R HIGGS 9505 W. SARASOTA PL	Draft	SARASOTA HEIGHTS ADD NO 1 LOT 13 SE 1/4 9505 W. SARASOTA PL	56.0000	60.44	3,384.64
Tax Key: 254-0398-001 PIN:	52 087	LF	Front Res	Paving incl. sidewalk	0.00	SCOTT E AND NANCY A NUSHART 4062 N. 99TH ST	Draft	BRAEBURN TERRACE, SE 1/4 SEC. 5-7-21, LO 4062 N. 99TH ST	56.0000	120.00	6,720.00
Tax Key: 254-0405-000 PIN:	52 103	LF	Side Res	Paving incl. sidewalk	0.00	LORI LECLAIR 9800 W. SARASOTA PL	Draft	BRAEBURN TERRACE LOT 12 BLK 6 SE 1/4 SEC 9800 W. SARASOTA PL	28.0000	80.08	2,242.24
Tax Key: 254-0411-000 PIN:	52 091	LF	Front Res	Paving incl. sidewalk	0.00	BAYVIEW HOMES LLC 9807 W. SARASOTA PL	Draft	BRAEBURN TERRACE LOTS 7 & 8 BLK 9 SE 1/4 9807 W. SARASOTA PL	56.0000	79.96	4,477.76

Special Assessment Master Schedules by Project
2024 563 Sarasota Pl 100th St To 95th St

Hearing Date: 2/21/2024

			Hearing Date: 2/21/2024								
<u>Tax Key / PIN</u>	<u>OrderNo</u>	<u>U/M</u>	<u>Border / Class</u>	<u>Charge</u>	<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Status</u>	<u>Legal Desc</u>	<u>Rate</u>	<u>Qty</u>	<u>Total</u>
					Project Totals:	10	Items			850.85	
											\$37,835.00

Special Assessment Master Schedules by Project
2024 564 Colonial Dr Auer Ave To Concordia Ave

Tax Key / PIN		Border / Class		Billable Length	Owner / Border Addr	Legal Desc		
OrderNo	U/M	Charge	Status	Rate	Qty	Total		
Tax Key: 295-0036-000		Front Res	0.00	ROBERT J & TRIANTAFILIA ROBLEE	COLONIAL HIGHLANDS LOT 8 BLK 12 SW & SE			
PIN:				3263 N. COLONIAL DR	3263 N. COLONIAL DR			
52 108	LF	Paving incl. sidewalk	Draft	56.0000	67.05	3,754.80		
Tax Key: 295-0049-000		Front Res	0.00	BRASHER HANNAH VIEIRA FREDERICO	COLONIAL HIGHLANDS LOT 7 BLK 13 SW & SE			
PIN:				3258 N. COLONIAL DR	3258 N. COLONIAL DR			
52 109	LF	Paving incl. sidewalk	Draft	56.0000	86.85	4,863.60		
Tax Key: 295-0050-000		Front Res	0.00	HARRY G & AMY M HALLORAN	COLONIAL HIGHLANDS LOT 8 BLK 13 SW & SE			
PIN:				3270 N. COLONIAL DR	3270 N. COLONIAL DR			
52 110	LF	Paving incl. sidewalk	Draft	56.0000	101.46	5,681.76		
Tax Key: 295-0051-000		Front Res	0.00	FEIST SCOTT M	COLONIAL HIGHLANDS LOT 9 BLK 13 SW & SE			
PIN:				3280 N. COLONIAL DR	3280 N. COLONIAL DR			
52 111	LF	Paving incl. sidewalk	Draft	56.0000	130.31	7,297.36		
Project Totals:				4 Items	385.67			
						\$21,597.52		

Special Assessment Master Schedules by Project
2024 565 Center St 114th St To 117th St

		Hearing Date: 2/21/2024						
<u>Tax Key / PIN</u>		<u>Border / Class</u>	<u>Billable Length</u>	<u>Owner / Border Addr</u>	<u>Legal Desc</u>			
OrderNo	U/M	Charge		Status	Rate	Qty	Total	
Tax Key: 298-9992-000		Front Res	0.00	SEIDER REVOCABLE LIVING TRUST	NW QUAR SEC 18 7 21 W 67.69 FT OF E 404.			
PIN:				11700 W. CENTER ST	11700 W. CENTER ST			
52 125	SF	Driveway Approach		Draft	14.0000	240.00	3,360.00	
52 112	LF	Paving incl. sidewalk		Draft	56.0000	35.00	1,960.00	
Tax Key: 298-9993-000		Front Res	0.00	GARCIA JOWELL	NW QUAR SEC 18 7 21 W 67 FT OF E 336.39			
PIN:				11640 W. CENTER ST	11640 W. CENTER ST			
52 113	LF	Paving incl. sidewalk		Draft	56.0000	67.00	3,752.00	
Tax Key: 299-9958-001		Front Res	0.00	WAUWATOSA SCHOOL DISTRICT	COM INTER CEN LI W CENTER ST & WLY LI XW			
PIN:				11400 W. CENTER ST	11400 W. CENTER ST			
52 126	SF	Driveway Approach		Draft	150,000.0000	1.00	150,000.00	
52 114	LF	Paving incl. sidewalk		Draft	34.0000	837.81	28,485.54	
Tax Key: 336-0200-000		Front Res	0.00	MICHAEL AND BONNIE SCHROEDER IRREVOCAL	WASHINGTON GARDENS NO 2 LOT 1 BLK 7 AND			
PIN:				2672 N. 115TH ST	2672 N. 115TH ST			
52 115	LF	Paving incl. sidewalk		Draft	56.0000	40.00	2,240.00	
Tax Key: 336-0201-000		Front Res	0.00	GEORGE MARTINEK	WASHINGTON GARDENS NO 2 LOT 2 BLK 7 AND			
PIN:				11427 W. CENTER ST	11427 W. CENTER ST			
52 116	LF	Paving incl. sidewalk		Draft	56.0000	40.00	2,240.00	
Tax Key: 336-0202-000		Front Res	0.00	COLLEEN M. BENES	WASHINGTON GARDENS NO 2 LOT 3 & W HALF C			
PIN:				11421 W. CENTER ST	11421 W. CENTER ST			
52 117	LF	Paving incl. sidewalk		Draft	56.0000	47.50	2,660.00	
Tax Key: 336-0203-000		Front Res	0.00	OTTO MICHAEL A	WASHINGTON GARDENS NO 2 LOT 4 & E HALF C			
PIN:				11415 W. CENTER ST	11415 W. CENTER ST			
52 118	LF	Paving incl. sidewalk		Draft	56.0000	48.50	2,716.00	
Tax Key: 336-0204-000		Front Res	0.00	KRANICH ALLA KRANICH LEE	WASHINGTON GARDENS NO 2 LOT 5 BLK 7 AND			
PIN:				11409 W. CENTER ST	11409 W. CENTER ST			
52 119	LF	Paving incl. sidewalk		Draft	56.0000	18.00	1,008.00	
Tax Key: 336-0347-000		Front Res	0.00	12850 LLC	WASHINGTON GARDENS NO 2 LOTS 1 & 2 & N H			
PIN:				2670 N. 116TH ST	2670 N. 116TH ST			
52 120	LF	Paving incl. sidewalk		Draft	56.0000	85.00	4,760.00	
Tax Key: 336-0348-001		Front Res	0.00	IVAN & PAULINE WERNER	WASHINGTON GARDENS NO 2 LOTS 3 & 4 & N H			
PIN:				11517 W. CENTER ST	11517 W. CENTER ST			
52 121	LF	Paving incl. sidewalk		Draft	56.0000	90.00	5,040.00	

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Special Assessment Master Schedules by Project
2024 565 Center St 114th St To 117th St

Tax Key / PIN		Border / Class		Billable Length	Owner / Border Addr	Legal Desc		
OrderNo	U/M	Charge	Status			Rate	Qty	Total
Tax Key: 336-0350-000		Front Res		0.00	CHARLES MORREALE	WASHINGTON GARDENS NO 2 LOTS 5 & 6 & N H		
PIN:					2673 N. 115TH ST	2673 N. 115TH ST		
52 122	LF	Paving incl. sidewalk	Draft			56.0000	85.00	4,760.00
Tax Key: 337-0001-000		Side Res		0.00	KEVIN KOESTER	OAK RIDGE SUBD W 135 FT OF LOT 1 BLK 1 E		
PIN:					11627 W. CENTER ST	11627 W. CENTER ST		
52 123	LF	Paving incl. sidewalk	Draft			28.0000	135.00	3,780.00
Tax Key: 337-0002-000		Side Res		0.00	ANSLEY A GOODING	OAK RIDGE SUBD E 150 FT OF LOT 1 BLK 1 E		
PIN:					11609 W. CENTER ST	11609 W. CENTER ST		
52 124	LF	Paving incl. sidewalk	Draft			28.0000	135.00	3,780.00

Project Totals: 15 Items 1,904.81 \$220,541.54



Staff Report

File #: 24-0161

Agenda Date: 2/5/2024

Agenda #: 5.

Request for approval of the attached 2024 paving assessment resolution

Submitted by:

Bill Wehrley, City Engineer

Department

Public Works - Engineering Division

A. Issue

Request for approval of the attached 2024 paving assessment resolution.

B. Background/Options

Annually we update the assessment resolution. The proposed paving assessment rates for 2024 are those that were presented for 2024 in the 2024 - 2028 Capital Improvements Plan.

Options

1. Approve the attached 2024 assessment resolution.
2. Do not approve of the changes.

C. Strategic Plan (Area of Focus)

Priority Area Three: Infrastructure

D. Fiscal Impact

The proposed paving assessment rates for 2024 are those that were presented for 2024 in the 2024 - 2028 Capital Improvements Plan.

E. Recommendation

Approve the attached 2024 proposed assessment resolution.

Recommendation: Common Council

BE IT RESOLVED, By the Common Council of the City of Wauwatosa, Wisconsin that the following be and hereby are the policies for 2024 construction pertaining to utility and street improvements and corresponding rates:

- (1) Due to the relative value of the benefits conferred upon different types of properties by the public improvements described herein, assessments for original permanent pavement of streets and alleys shall be at the following rates per assessable foot based upon property classification:
 - A) \$95.20 for one or two family residences, churches, schools, public parks (“single family rate”)
 - B) \$119.00 for multiple family residences of three or more (1-1/4 x single family rate)
 - C) \$142.80 for business or commercial property (1-1/2 x single family rate)
 - D) \$190.40 for industrial property (2 x single family rate)
- (1.1)
 - A) A pavement improvement that terminates only partially abutting a parcel of land, shall have only such *prorata* portion assessed in the year that the Final Resolution is adopted by the Common Council
 - B) On streets that Federal and/or State Aid is not available, the rate of assessment may be adjusted to recover 60% of the paving costs.
 - C) On streets where the City does not have maintenance jurisdiction, the rate of assessment may be adjusted to recover 60% of the paving costs abutting each parcel.
 - D) On streets where sidewalks are to be newly constructed on one side only, in conjunction with a street scheduled for improvement, the cost of the sidewalk plus 25% for engineering and overhead may be prorated by total street frontage and added to the basic assessment for each property abutting said improvement or on both sides of that portion of said street.
- (2) Assessments for reconstruction of a permanent pavement shall be at the following rates per assessable foot (average width) for one or two family residences (other classes proportioned as in (1) above).
 - A) Reconstruction Type “A” \$68.00 for completely removing existing curb and pavement regrading and replacing with new concrete curb and gutter and either concrete pavement or asphalt pavement with a new road base.
 - B) Repaving Type “B” \$54.40 for completely removing existing curb and gutter, milling the existing pavement as required, and replacing with new concrete curb and gutter and asphalt pavement on the existing road base.
 - C) Repaving Type “C” \$27.20 for replacing defective curb and gutter, milling the existing pavement surface as required, and surfacing with new asphalt pavement or in-place recycling.
 - D) Repaving Type “D” \$34.00 for replacing defective curb and gutter, removing, milling and or pulverizing the existing pavement surface as required, and surfacing with new asphalt pavement.

E) Repaving Type “E” \$13.60 for minimal defective curb and gutter replacement, minor pavement milling, overlay existing pavement with asphalt pavement.

If Type “C” Repaving is required on arterial streets less than 25 years after Type “A” repaving has been performed, all one and two family residences shall receive an assessment credit equal to 4% of their previous Type “A” paving assessment for each year under 25 years.

If Type “A” repaving is required on arterial streets less than 20 years after Type “C” repaving has been performed, all one and two family residences shall receive an assessment credit equal to 5% of their previous Type “C” paving assessment for each year under 20 years.

To recover the cost of public sidewalk replacement when done in conjunction with repaving, the assessable rates may reflect an amount of \$22.00 added against each frontage foot of adjacent properties.

Sidewalk replacement when not assessed by frontage foot shall be assessed at actual cost plus the cost of engineering and overhead as described in paragraph 11, or at the fixed rate of \$315.00 per sidewalk square with nominal size of 22 to 28 square feet, for 5” thick walks and \$340.00 for 7” thick walk. When sidewalk is assessed by actual cost per square foot, the rates for 5” walk shall be no less than \$9.00 per square foot and no greater than \$13.00 per square foot, and no less than \$10.00 per square foot and no greater than \$14.00 per square foot for 7” walk.

Any property where the entire city sidewalk was replaced within twelve years may be exempt from sidewalk assessment provided walk is at proper grade and condition.

Drive approach replacement shall be assessed at actual cost plus the cost of engineering and overhead as described in paragraph 11, with a minimum assessment rate of \$10.00 per square foot and a maximum assessment rate of \$14.00 per square foot.

(3) The assessments for reconstruction of alleys shall be at the following rates per assessable foot (average width) for one of two family residences (other classes proportioned as below).

A) Repaving Type “A” \$78.00 for completely removing existing alley pavement regarding and replacing with either concrete pavement or asphalt pavement with a new road base.

B) Repaving Type “C” \$31.20 for milling the existing pavement surface as required, and surfacing with new asphalt pavement.

The assessment rate for “green” alleys shall remain the same as if the alley was intended for standard resurfacing or reconstruction.

Property Classification Factors

- (a) 1-Unit - one and two family residences, churches, schools, public parks
- (b) 1-1/2 Units - three or more family residences, apartments (3 or more units)
- (c) 2 Units - business, commercial, industrial

Assessable Factors

- (a) Rear alley - Average of front and rear lot lines.
 - (b) Side alley - Average of front and rear lot lines.
 - (c) Rear and side alley - Single assessment only: average of front and rear lot lines.
 - (d) One and two family lots with primary vehicle access from a public street assessed at 50% of the unit rate.
- (4) (a) The front lot line is the lot line along the narrowest side of any lot that borders an existing or dedicated street lot line. The side lot line is any lot line that is not the front or rear lot line. Side lot assessments for original permanent pavement, reconstruction of permanent pavement, asphalt resurfacing, and sidewalk when assessed on a frontage foot rate, shall be assessed at the rate of 50% of the assessable side lot footage, abutting on the street being improved, for 1 and 2 family, church, school, and public park uses only. All other classes of property shall be assessed for full assessable footage.
- (b) A platted or divided lot that extends through and abuts two streets, provided such lot does not consist of two or more platted or divided lots, shall have the longer of the two sides considered a side yard for purposes of assessment. The rate of assessment shall be determined as described in Paragraph (4) (a) herein.
- Should both abutting frontages be equal in length, the frontage first improved or reconstructed or resurfaced, as the case may be, shall be considered the front for assessment purposes.
- Irregular shaped lots may be assessed based on the actual abutting frontages, or average lot width.
- (c) Properties with 3 sides adjacent to streets shall have the two longest assessable footage sides assessed at 50%. Remaining side is assessed at 100% of assessable footage.
- (5) Permanent asphalt driveway approaches placed at existing driveways, in connection with the construction of original permanent pavement, shall be assessed at cost plus 12.5% for engineering and overhead.
- (6) Concrete drive approaches installed or replaced under public contract, in connection with the construction of all permanent paving, shall be assessed at actual cost plus the cost of engineering and overhead as described in paragraph 11, with a minimum assessment rate of \$10.00 per square foot and a maximum assessment rate of \$14.00 per square foot. Concrete drive approaches six years old or less are to be replaced at no cost, and those seven to twelve years old at one-half cost.
- (7) Defective permanent curb replaced either by contract or City forces, when requested by the property owner in writing, or replacements not in connection with the resurfacing of a permanent street, shall be assessed at the rate of \$50.00 per foot replaced.
- (8) Service walk replacement shall be assessed per square foot as described in paragraphs 2 and 11, the same as sidewalk replacement.

- (9) Costs of service walks removed and replaced with sod in conjunction with permanent paving or sidewalk repair contract are not assessed to abutting property owners.
- (10) Sidewalk, driveway approaches, and service walk removal and replacement, when not done in conjunction with permanent paving or when ordered replaced by the Board of Public Works due to deterioration or defective condition, when done under public contract, shall be assessed per paragraph 2 or at cost plus 25% for engineering and overhead. Sidewalks and service walks when not done in conjunction with permanent paving, which require replacement because of city tree roots damaging same, shall receive a 1/3 credit.
- (11) To recover the cost of engineering and overhead in connection with repaving and related work involving special assessments, a charge of 12.5% shall be made against the contract amount of such work, unless a different amount is specifically stated in this resolution.
- (12) Drive approaches, sidewalk, service walk, and/or sodding replaced under public contract in excess of that required for construction of all permanent paving as determined by the Engineering Services Division, when requested by the property owner in writing, shall be assessed at actual cost plus the cost of engineering and overhead as described in paragraph 11 or at the unit rates in paragraph 2.
- (13) Federal, state, and railroad properties are exempt from special assessments.
- (14) Street projects that have been postponed shall be assessed at the rate the project was originally approved by the Common Council unless the Common Council subsequently sets a new rate.
- (15) Special assessments in amounts greater than \$5,000.00 can be paid in annual installments up to ten (10) years.
- (16) Private sanitary sewer, sanitary laterals, storm sewer and/or storm laterals replaced under public contract in excess of that required for construction of publicly owned utilities as determined by the Engineering Services Division, when requested by the property owner in writing, shall be assessed at actual cost plus 10% for engineering and overhead.
- (17) Private sanitary sewer, sanitary laterals, storm sewer and/or storm laterals when ordered replaces by the Board of Public Works due to deterioration or defective condition, when done under public contract shall be assessed at actual cost plus 10% for engineering and overhead.

Passed and Dated _____

Clerk

Adopted:

Page:

Journal:

Approved _____

Mayor



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0126

Agenda Date: 2/5/2024

Agenda #: 6.

Request for award of Emulsion and Street Patching Bids for the Spring/Summer 2024 repair season

Submitted by:

Laurel Schleimer

Department:

Finance/Purchasing

A. Issue

Upon instructions from the Street Department, Purchasing advertised for bids on emulsion and street patching materials for the 2024 spring/summer repair season.

B. Background/Options

The City received four bids in response to our request. In general, three responding vendors have maintained their pricing from the previous year, and one vendor, Stark Pavement, decreased prices by \$1.00 per ton for the proprietary sheet asphalt or street patching material (binder and/or surface course).

A tabulation of bid prices is attached for your consideration.

D. Fiscal Impact

Departments budget for this item annually. The impact will depend on how much they utilize. Stabilized pricing from 2023 will likely result in departments having sufficient funding for 2024 purchases.

E. Recommendation

It is the recommendation of the purchasing department to award to each of the responding vendors based upon price, convenience and availability.

Recommendation: Common Council

**CITY OF WAUWATOSA
PURCHASING DEPARTMENT
QUOTATIONS ON SS-1 EMULSION AND PROPRIETARY
ASPHALT PATCHING MATERIAL RECEIVED JANUARY 24, 2024**

Pricing Good through November 1, 2024

<u>ITEM #1 – EMULSION SS-1</u>	<u>DELIVERED</u>	<u>PICKED UP</u>	<u>TERMS</u>
STARK PAVING CO. INC.	XXX	\$7.50 / GAL	NET
WOLF PAVING CO. INC.	XXX	\$6.50 / GAL	NET
PAYNE AND DOLAN, INC.	XXX	\$58.00/5 gal pail *	NET
SHERWIN INDUSTRIES, INC.	XXX	NO BID	

Notes: * Payne & Dolan quoted \$58.00/5 gallon pail only, equaling \$11.60 per gallon

<u>ITEM #2 – PROPRIETARY PATCHING MATERIAL</u>	<u>DELIVERED</u>	<u>PICKED UP</u>	<u>TERMS</u>
<u>Stark Pavement Corp (fka Northwest Asphalt)</u>			
Binder (3/4") Hot Mix	xxx	59.00/ton	Net
3/8" Surface Hot Mix	xxx	66.00/ton	"
3LT 19mm 58-28 S	xxx	69.00/ton	"
4LT 12.5mm 58-28 S	xxx	71.00/ton	"
5LT 9.5 mm 58-28 S	xxx	73.00/ton	"
Credit Card Accepted for Payment: NO			
<u>Wolf Paving Co. Inc. (Purchased American Asphalt)</u>			
Commercial Binder	xxx	61.00/ton	"
Commercial Surface	xxx	65.00/ton	"
3LT / 58-28S 19mm	xxx	64.00/ton	"
4LT / 58-28S 12.5 mm	xxx	66.50/ton	"
5LT / 58-28S 9.5 mm	xxx	69.00/ton	"
Credit Card Accepted for Payment: YES			
<u>Payne and Dolan</u>			
3LT / 58-28S	xxx	67.75/ton	Net
4LT / 58-28S	xxx	71.85/ton	"
5LT / 5 MT	xxx	73.50/ton	"
Credit Card Accepted for Payment: YES			
<u>Sherwin Industries, Inc.</u>			
1/4" Topping	\$124.00/ton	113.00/ton	Net
3/8" Topping	\$124.00/ton	113.00/ton	"
3/8" & 3/4" Binder	\$120.00/ton	109.00/ton	"
Hight Performance Cold Patch	\$181.00/ton	170.00/ton	"
Sher-Patch w/ fiber-Cold Patch	\$181.00/ton	170.00/ton	"
Credit Card Accepted for Payment: YES			

The following vendors did not respond:

SC Midwest
CrafCo

OFFICIAL BID FORM FOR EMULSION AND PATCHING MATERIALS

To the City of Wauwatosa
Wauwatosa, Wisconsin

Dear Sir:

In accordance with your Official Notice dated January 4, 2024, I/we the undersigned, hereby propose to furnish the following emulsion and/or patching materials during the 2024 construction and repair season beginning approximately with the date of bid opening (January 24, 2024) and ending approximately November 1, 2024 at and for the bid prices as follows:

BID PRICE

DELIVERED BY
VENDOR

PICKED UP BY
CITY TRUCKS

ITEM 1.

SS-1 Emulsion..... XXX \$7.50 /gal.

ITEM 2.

Proprietary sheet asphalt or street patching material (binder and/or surface course).

Brands and types offered are:

Binder (3/4") Hot Mix	@ \$ <u>xxx</u> /ton	\$ <u>59.00</u> /ton
3/8" Surface Hot Mix	@ \$ <u>xxx</u> /ton	\$ <u>66.00</u> /ton
3LT 19mm 58-28S	@ \$ <u>xxx</u> /ton	\$ <u>69.00</u> /ton
4LT 12.5mm 58-28S	@ \$ <u>xxx</u> /ton	\$ <u>71.00</u> /ton
5LT 9.5mm 58-28S	@ \$ <u>xxx</u> /ton	\$ <u>73.00</u> /ton

Does your company except credit card payments: YES _____ NO X

Terms (cash discount): none percent within 20 days after receipt of invoice.

Our plant at which the above may be picked up with your (city) truck(s) is located at:

Item 1 – Emulsion 11710 W Hampton Ave., Milwaukee WI 53225

Item 2 – Patching Material 11710 W Hampton Ave., Milwaukee WI 53225

NAME OF COMPANY Stark Pavement Corporation

ADDRESS 12845 W Burleigh Road

CITY Brookfield STATE WI ZIP CODE 53005

SIGNATURE  DATE 01/23/2024

PRINT NAME/TITLE Thomas P Skelton Vice President

EMAIL toms@starkcorp.us PHONE 414-466-0644 FAX 262-784-6841

NOTE: Please include the words "Street Patch" on the outside of your envelope when submitting bid and address to: CITY OF WAUWATOSA, Department of Purchases, 7725 West North Avenue, Wauwatosa, Wisconsin 53213.

OFFICIAL BID FORM FOR EMULSION AND PATCHING MATERIALS

To the City of Wauwatosa
Wauwatosa, Wisconsin

Dear Sir:

In accordance with your Official Notice dated January 4, 2024, I/we the undersigned, hereby propose to furnish the following emulsion and/or patching materials during the 2024 construction and repair season beginning approximately with the date of bid opening (January 24, 2024) and ending approximately November 1, 2024 at and for the bid prices as follows:

		<u>BID PRICE</u>	
	DELIVERED BY VENDOR	PICKED UP BY CITY TRUCKS	
<u>ITEM 1.</u>			
SS-1 Emulsion.....	XXX	\$	<u>6.50</u> /gal.

ITEM 2.

Proprietary sheet asphalt or street patching material (binder and/or surface course).

Brands and types offered are:

<u>Commercial Binder</u>	@ \$	<u>N/A</u> /ton	\$	<u>61.00</u> /ton
<u>Commercial Surface</u>	@ \$	<u>N/A</u> /ton	\$	<u>65.00</u> /ton
<u>3LT 58-28S</u>	@ \$	<u>N/A</u> /ton	\$	<u>64.00</u> /ton
<u>4LT 58-28S</u>	@ \$	<u>N/A</u> /ton	\$	<u>66.50</u> /ton
<u>5LT 58-28S</u>	@ \$	<u>N/A</u> /ton	\$	<u>69.00</u> /ton

Does your company except credit card payments: YES X NO _____

Terms (cash discount): 0 percent within 20 days after receipt of invoice.

Our plant at which the above may be picked up with your (city) truck(s) is located at:

Item 1 – Emulsion N56 W12828 W Silver Spring Rd. Menomonee Falls, WI 53051

Item 2 – Patching Material N56 W12828 W Silver Spring Rd. Menomonee Falls, WI 53051

NAME OF COMPANY Wolf Paving Co., Inc.

ADDRESS 1320 Walnut Ridge Dr., Suite 100

CITY Hartland STATE WI ZIP CODE 53029

SIGNATURE [Signature] DATE January 24, 2024

PRINT NAME/TITLE Jacob Mrugacz, President

EMAIL jacob.mrugacz@wolfpaving.com PHONE 262-965-2121 FAX 262-965-5426

NOTE: Please include the words "Street Patch" on the outside of your envelope when submitting bid and address to: CITY OF WAUWATOSA, Department of Purchases, 7725 West North Avenue, Wauwatosa, Wisconsin 53213.

OFFICIAL BID FORM FOR EMULSION AND PATCHING MATERIALS

To the City of Wauwatosa
Wauwatosa, Wisconsin

Dear Sir:

In accordance with your Official Notice dated January 4, 2024, I/we the undersigned, hereby propose to furnish the following emulsion and/or patching materials during the 2024 construction and repair season beginning approximately with the date of bid opening (January 24, 2024) and ending approximately November 1, 2024 at and for the bid prices as follows:

BID PRICE

DELIVERED BY
VENDOR

PICKED UP BY
CITY TRUCKS

11.60/gal

ITEM 1.

SS-1 Emulsion..... XXX \$ 58 / 5 gallon bucket

ITEM 2.

Proprietary sheet asphalt or street patching material (binder and/or surface course).

Brands and types offered are:

<u>3 LT 58-28 S</u>	@ \$ <u>X</u> /ton	\$ <u>67.75</u> /ton
<u>4 LT 58-28 S</u>	@ \$ <u>X</u> /ton	\$ <u>71.85</u> /ton
<u>5 LT 58-28 S</u>	@ \$ <u>X</u> /ton	\$ <u>73.50</u> /ton
_____	@ \$ _____ /ton	\$ _____ /ton
_____	@ \$ _____ /ton	\$ _____ /ton

Does your company except credit card payments: YES X NO _____

Terms (cash discount): 0 (ZERO) percent within 20 days after receipt of invoice.

Our plant at which the above may be picked up with your (city) truck(s) is located at:

Item 1 – Emulsion N6 W230324 Bluemound Road, Waukesha, WI 53186

Item 2 – Patching Material N6 W230324 Bluemound Road, Waukesha, WI 53186

NAME OF COMPANY Payne and Dolan, Inc.

ADDRESS N3 W23650 Badinger Road

CITY Waukesha STATE WI ZIP CODE 53188

SIGNATURE  DATE 1.24.24

PRINT NAME/TITLE Jeff Batchelor, Agent

EMAIL jbatchelor@walbecgroup.com PHONE 262.524.1700 FAX N/A

NOTE: Please include the words "Street Patch" on the outside of your envelope when submitting bid and address to: CITY OF WAUWATOSA, Department of Purchases, 7725 West North Avenue, Wauwatosa, Wisconsin 53213.

OFFICIAL BID FORM FOR EMULSION AND PATCHING MATERIALS

To the City of Wauwatosa
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Dear Sir:

In accordance with your Official Notice dated January 4, 2024, I/we the undersigned, hereby propose to furnish the following emulsion and/or patching materials during the 2024 construction and repair season beginning approximately with the date of bid opening (January 24, 2024) and ending approximately November 1, 2024 at and for the bid prices as follows:

	<u>BID PRICE</u>	
	DELIVERED BY VENDOR	PICKED UP BY CITY TRUCKS
<u>ITEM 1.</u>		
SS-1 Emulsion.....	XXX	\$ N/A /gal.

ITEM 2.

Proprietary sheet asphalt or street patching material (binder and/or surface course).

Brands and types offered are:

1/4 inch Topping_____	@ \$124.00/ton	\$113.00/ton
3/8 inch Topping_____	@ \$124.00/ton	\$113.00/ton
3/8 & 3 /4 inch Binder_____	@ \$120.00/ton	\$109.00/ton
High Performance Cold Patch_____	@ \$181.00/ton	\$170.00/ton
Sher Patch with Fibers Cold Patch_____	@ \$181.00/ton	\$170.00/ton

Does your company except credit card payments: YES ___X___ NO_____

Terms (cash discount): ___0___ percent within 20 days after receipt of invoice.

Our plant at which the above may be picked up with your (city) truck(s) is located at:

Item 1 – Emulsion ___N/A_____

Item 2 – Patching Material ___2129 W. Morgan Avenue_____

NAME OF COMPANY___Sherwin Industries, Inc_____

ADDRESS ___2129 W. Morgan Avenue_____

CITY ___Milwaukee_____ STATE___WI_____ ZIP CODE___53221_____

SIGNATURE_____ DATE _____

PRINT NAME/TITLE___Mike Baier_____

EMAIL_mbaier@sherwinindustries.com_____ PHONE_414-405-6511_____ FAX_414-281-6404_____

NOTE: Please include the words "Street Patch" on the outside of your envelope when submitting bid and address to: CITY OF WAUWATOSA, Department of Purchases, 7725 West North Avenue, Wauwatosa, Wisconsin 53213.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0154

Agenda Date: 2/5/2024

Agenda #: 7.

Request for award of Contract 24-01 W Potter Road and N 109th Street Utilities and Paving

Submitted by:

Maggie Anderson, Senior Civil Engineer

Department

Public Works - Engineering Division

A. Issue

Award of Contract 24-01, W Potter Road and N 109th Street Utilities and Paving

B. Background/Options

The W Potter Rd & N 109th St Utilities & Paving area, in general, is largely bounded by Wisconsin Avenue to the south, 113th St to the west, Potter Road to the north and Mayfair Rd/STH 100 to the east. North of Potter Road, the project area extends north to Underwood Creek and includes storm sewer construction as well as Oak Leaf Trail paving.

We have examined the 5 bids submitted for Contract 24-01 / Project 1024 & 5022, W Potter Rd & N 109th St Utilities & Paving on Thursday, January 25th, 2024. The contract consists of storm sewer construction, water main construction, sanitary sewer, storm sewer, asphalt repaving and reconstruction including grading, concrete curb and gutter replacement, asphalt pavement, porous asphalt, pavement markings, and street lighting. The bids received are as follows:

Dorner Inc.	\$11,639,353.60
Globe Contractors, Inc.	\$11,958,018.40
PTS Contractors, Inc.	\$12,386,000.00
Vinton Construction Company	\$12,522,418.25
Mid City Corporation	\$19,990,989.68

C. Strategic Plan (Area of Focus)

Priority 3: Infrastructure, Goal 1: Optimize infrastructure to handle 100-year weather events. Goal 2 Ensure the City's infrastructure supports public health through multi-modal transportation and recreation opportunities.

D. Fiscal Impact

This project is a part of the 2024-2028 Capital Improvement Program.

E. Recommendation

We recommend the award be made to Dorner, Inc. and for their bid price of \$11,639,353.60, this being the

lowest and best bid.

Recommendation: Common Council

Resolution awarding the bid for Contract 24-01/Project 1024 and 5022 – W Potter Rd & N 109th St Utilities & Paving, to Dorner Inc. in the amount of \$11,639,353.60.

RESOLUTION 1

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for W Potter Rd & N 109th St Utilities & Paving under Contract 24-01/Project 1024 & 5022; and

WHEREAS, bids and proposals were received until 11:01 o'clock in the morning, Thursday, January 25, 2024, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

Dorner Inc.	\$11,639,353.60
Globe Contractors, Inc.	\$11,958,018.40
PTS Contractors, Inc	\$12,386,000.00
Vinton Construction Company	\$12,522,418.25
Mid City Corporation	\$19,990,989.68

WHEREAS, the lowest bid received is from Dorner Inc. in the amount of \$11,639,353.60 and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with Dorner Inc. for the work of W Potter Rd & N 109th St Utilities & Paving at and for their bid price of \$11,639,353.60 this being the lowest and best bid.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.



Staff Report

File #: 24-0152

Agenda Date: 2/5/2024

Agenda #: 8.

Request for award of contract 24-43 Washington Highlands Railings Replacement Project

Submitted by:

Mike Steiner, Assistant City Engineer

Department

Public Works -Engineering Division

A. Issue

Request for award of contract 24-43 Washington Highlands Railings Replacement Project

B. Background/Options

The project is the replacement of pedestrian railings on 3 of the bridges in the Washington Highlands Subdivision. The bridges are located on Revere Avenue, Washington Circle, and Upper Parkway. The work includes removal of existing railings, concrete surface repair, and placement of new steel decorative railings. The Washington Highlands Subdivision Board approved the design of the decorative railings.

We have examined the bids submitted for Contract 24-43 / Project 2102, Washington Highlands Railings Replacement on Wednesday January 24, 2024. The bids received are as follows:

Janke General Contractors	\$155,528.00
Norcon Corporation	\$232,505.00
Highway Landscapers, Inc.	\$232,585.00
Zenith Tech, Inc.	\$287,695.00

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2 - Proactively address pedestrian, bicycle and vehicular safety.

Priority 3: Infrastructure, Goal 2 - Ensure the City's infrastructure supports public health through multi-modal transportation and recreation opportunities.

D. Fiscal Impact

Funds for the work are included in two project accounts. Project 2102, Washington Highlands Railings, and Project 2224, Bridge Spot Repair, both have sufficient funds to cover the bid amount.

E. Recommendation

Recommend the award be made to Janke General Contractors at and for their bid price of \$155,528.00 this being the lowest and best bid.

Recommendation: Common Council

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Contract 24-43 / Project 2102 Washington Highlands Railings Replacement; and

WHEREAS, bids and proposals were received at the City Hall until 11:01 o'clock in the fore noon Wednesday, January 24, 2024, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

Janke General Contractors	\$155,528.00
Norcon Corporation	\$232,505.00
Highway Landscapers, Inc.	\$232,585.00
Zenith Tech, Inc.	\$287,695.00, and

WHEREAS, the lowest bid received is from Janke General Contractors in the amount of \$155,528.00; and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with Janke General Contractors for the work of Contract 24-43 / Project 2102 Washington Highlands Railings Replacement at and for their bid price of \$155,528.00, this being the lowest and best bid.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.



Staff Report

File #: 24-0144

Agenda Date: 2/5/2024

Agenda #: 9.

Request for award of contract 24-19 2024 Sidewalk Repair Program

Submitted by:

Jennifer Schroder, Senior Civil Engineer

Department

Public Works - Engineering Division

A. Issue

Request for award of contract 24-19 2024 Sidewalk Repair Program

B. Background/Options

The 2024 sidewalk repair area, in general, is largely bounded by IH 94 to the south, 124th St to the west, Hampton Ave to the north and Mayfair Rd/STH 100 to the east. North of Capitol Dr, the project area extends east to 92nd St. The work includes a sidewalk extension on Potter Road.

We have examined the 3 bids submitted for Contract 24-19 / Project 2024, Sidewalk Repair Program on Thursday, January 11th, 2024. The contract consists of concrete walks, ADA curb ramps and drive approaches, including concrete curb and gutter and pavement replacement. The bids received are as follows:

State Contractors, Inc.	\$780,921.03
Milwaukee General Construction	\$977,303.94
LaLonde Contractors, Inc.	\$979,667.18

C. Strategic Plan (Area of Focus)

Priority 2: Public Safety, Goal 2 Proactively address pedestrian, bicycle and vehicular safety.

Priority 3: Infrastructure, Goal 2 Ensure the City's infrastructure supports public health through multi-modal transportation and recreation opportunities.

D. Fiscal Impact

This project is a part of the 2024-2028 Capital Improvement Program and within budget.

E. Recommendation

We recommend the award be made to State Contractors, Inc. and for their bid price of \$780,921.03, this being the

lowest and best bid.

Recommendation: Common Council

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Concrete Sidewalk Repair under Contract 24-19, Project 2024; and

WHEREAS, bids and proposals were received at the office of the City Clerk until 11:01 o'clock in the morning, Thursday, January 11th, 2024, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

State Contractors, Inc.	\$780,921.03
Milwaukee General Construction	\$977,303.94
LaLonde Contractors, Inc.	\$979,667.18

WHEREAS, the lowest bid received is from State Contractors, Inc. in the amount of \$780,921.03; and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with State Contractors, Inc. for the work of Concrete Sidewalk Repair at and for their bid price of \$780,921.03, this being the lowest and best bid.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0141

Agenda Date: 2/5/2024

Agenda #: 10.

Contract 20-12 / Project 1019 & 1104A - Center Street Roadway and Retaining Wall Final Payment

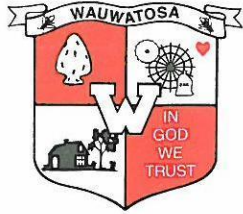
Zenith Tech, Inc. has completed the work of the Center Street Roadway and Retaining Wall Project and work incidental thereto under Contract 20-12 / Project 1019 & 1104A. The work took place on Center St. between Mayfair Road and 112th St.

The final contract value due to the contractor is \$1,496,764.02. The contract award amount was \$1,348,297.75. The final amount due the contractor is \$20,831.80. There were four change orders on the contract. Change Orders #1 & #3 resulted in a combined cost increase of \$120,293.34. Change Orders #1 & #3 were previously submitted and approved by the Board of Public Works & resolved by Common Council on 09/07/2021 as resolution R-21-136. Change Order #2 increased the contract value by \$13,991.80 as a result of additional required work related to electrical facilities and communication facilities. Change Order #4 increased the contract value by \$1,146.00 for drainage improvements at the wall termination.

I hereby certify that the work on Contract 20-12 / Project 1019 & 1104A was completed in a manner satisfactory to the City of Wauwatosa and recommend acceptance of the same by the Board of Public Works.

By: Board of Public Works

Recommendation: Common Council



CITY OF WAUWATOSA
ENGINEERING SERVICES DIVISION
7725 WEST NORTH AVENUE
WAUWATOSA, WI 53213
Telephone: (414) 479-8927
www.wauwatosa.net

William T. Wehrley, P.E.

City Engineer
wwehrley@wauwatosa.net

1/18/2024

Board of Public Works
City of Wauwatosa
Wauwatosa, Wisconsin

RE: Contract 20-12 / Project 1019 & 1104A
Center Street Roadway and Retaining Wall Project – Final Payment

Dear Board Members:

Zenith Tech, Inc. has completed the work of the Center Street Roadway and Retaining Wall Project and work incidental thereto under Contract 20-12 / Project 1019 & 1104A. The took place on Center St. between Mayfair Road and 112th St.

The final contract value due to the contractor is \$1,496,764.02. The contract award amount was \$1,348,297.75. The final amount due the contractor is \$20,831.80. There were four change orders on the contract. Change Orders #1 & #3 resulted in a combined cost increase of \$120,293.34. Change Orders #1 & #3 were previously submitted and approved by the Board of Public Works & resolved by Common Council on 09/07/2021 as resolution R-21-136. Change Order #2 increased the contract value by \$13,991.80 as a result of additional required work related to electrical facilities and communication facilities. Change Order #4 increased the contract value by \$1,146.00 for drainage improvements at the wall termination.

I hereby certify that the work on Contract 20-12 / Project 1019 & 1104A was completed in a manner satisfactory to the City of Wauwatosa and recommend acceptance of the same by the Board of Public Works.

Sincerely,

Nick Deming, PE
Construction Manager

Enclosure(s):
20-12 Final Pay Application

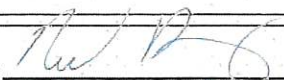


City of Wauwatosa
Periodical Estimate For Partial Payment

PROJECT:		20-12 Center St.			WORK COMPLETED FROM:													
CONTRACTOR:		Zenith Tech, Inc.			DATE START		DATE END											
					11/5/2021		12/31/2021											
PAYMENT NUMBER :		3																
		by Contractor																
		by City																
	Item				Contract				Payment 1		Payment 2		Payment 3		Payment 4		Payment 5	
	No.	Description	Contract	Unit	Unit	Contract	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total
			Quantity		Price	Total	This Period	period	This Period	period	This Period	period	This Period	period	This Period	period	To Date	To Date
Sanitary Sewer																		
	C1	Sanitary Manhole Chimney Rebuild, Frame/Grate, Mech. C.C.	1.5	VF	\$ 1,500.00	\$2,250.00	1.50	\$2,250.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.50	\$2,250.00
	C2	12-inch Sanitary Sewer Relay, PVC, Class "C" Bedding	1	EA	\$ 700.00	\$700.00	1.00	\$700.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$700.00
						\$2,950.00		\$2,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,950.00
Water Main																		
	B1	Abandon Valve Vault, Install Valve Box and Adaptor, Slurry	1	EA	\$ 3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$3,000.00
	B2	Water Valve Box Adjustment, for Paving	1	EA	\$ 250.00	\$250.00	0.00	\$0.00	1.00	\$250.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$250.00
						\$3,250.00		\$3,000.00		\$250.00		\$0.00		\$0.00		\$0.00		\$3,250.00
Storm Sewer																		
	A1	12-inch Storm Sewer, RCP Class V	41.6	LF	\$ 250.00	\$10,400.00	41.60	\$10,400.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	41.60	\$10,400.00
	A2	60-inch Dia. Precast Storm Manhole (1)	6.4	VF	\$ 900.00	\$5,760.00	6.40	\$5,760.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	6.40	\$5,760.00
	A3	Storm Inlet, 24-inch by 36-inch, no sump	1	EA	\$ 3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$3,000.00
	A4	Double Storm Catch Basin, 30-inch by 72-inch with 36-inch sump	1	EA	\$ 8,000.00	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$8,000.00
	A5	Storm Manhole Chimney Rebuild, Frame/Grate, Mech C.C. (3)	1.4	VF	\$ 1,600.00	\$2,240.00	1.40	\$2,240.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.40	\$2,240.00
	A6	Storm Inlet/MH Chimney Rebuild, Frame/Grate, Mech C.C. (1)	1.5	VF	\$ 1,500.00	\$2,250.00	1.50	\$2,250.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.50	\$2,250.00
	A7	Double Storm Inlet Chimney Rebuild, Frame/Grate, Mech (1)	1.6	VF	\$ 2,500.00	\$4,000.00	1.60	\$4,000.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.60	\$4,000.00
						\$35,650.00		\$35,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$35,650.00
Roadway																		
	D1	PIPE UNDERDRAIN 6-INCH	1229	LF	\$ 10.90	\$13,396.10	765.00	\$8,338.50	200.00	\$2,180.00	0.00	\$0.00		\$0.00		\$0.00	965.00	\$10,518.50
	D2	REMOVING PAVEMENT	2490	SY	\$ 12.09	\$30,104.10	1737.00	\$21,000.33	753.00	\$9,103.77	0.00	\$0.00		\$0.00		\$0.00	2,490.00	\$30,104.10
	D3	REMOVING CURB AND GUTTER	55	LF	\$ 9.14	\$502.70	57.00	\$520.98	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	57.00	\$520.98
	D4	REMOVING CONCRETE SIDEWALK AND DRIVE APPROACH	8753	SF	\$ 2.69	\$23,545.57	10101.00	\$27,171.69	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	10,101.00	\$27,171.69
	D5	COMMON EXCAVATION	1	LS	\$ 197,500.00	\$197,500.00	0.50	\$98,750.00	0.50	\$98,750.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$197,500.00
	D6	EXCAVATION BELOW SUBGRADE	100	CY	\$ 68.52	\$6,852.00	0.00	\$0.00	65.00	\$4,453.80	0.00	\$0.00		\$0.00		\$0.00	65.00	\$4,453.80
	D7	BASE AGGREGATE DENSE 1 1/4 INCH	1768	TON	\$ 21.36	\$37,764.48	815.61	\$17,421.43	752.78	\$16,079.38	0.00	\$0.00		\$0.00		\$0.00	1,568.39	\$33,500.81
	D8	OPEN GRADED BASE ANGULAR, ASTM NO. 57	1341	TON	\$ 24.39	\$32,706.99	759.00	\$18,512.01	85.33	\$2,081.20	0.00	\$0.00		\$0.00		\$0.00	844.33	\$20,593.21
	D9	GEOTEXTILE FABRIC TYPE SAS	1837	SY	\$ 2.76	\$5,070.12	1015.00	\$2,801.40	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1,015.00	\$2,801.40
	D10	31" CONCRETE CURB AND GUTTER	1300	LF	\$ 23.70	\$30,810.00	954.00	\$22,609.80	437.00	\$10,356.90	0.00	\$0.00		\$0.00		\$0.00	1,391.00	\$32,966.70
	D11	2' CONCRETE EDGING	536	LF	\$ 19.01	\$10,189.36	140.00	\$2,661.40	380.00	\$7,223.80	0.00	\$0.00		\$0.00		\$0.00	520.00	\$9,885.20
	D12	RAISED CONCRETE MEDIAN	203	SF	\$ 21.59	\$4,382.77	203.00	\$4,382.77	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	203.00	\$4,382.77
	D13	PLOWABLE MEDIAN NOSE	2	EA	\$ 605.14	\$1,210.28	2.00	\$1,210.28	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	2.00	\$1,210.28
	D14	7" CONCRETE PAVEMENT	56	SY	\$ 63.83	\$3,574.48	83.00	\$5,297.89	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	83.00	\$5,297.89
	D15	ASPHALTIC SURFACE TEMPORARY	60	TON	\$ 148.75	\$8,925.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
	D16	POROUS ASPHALT 12.5mm	202	TON	\$ 159.75	\$32,269.50	54.61	\$8,723.95	358.37	\$57,249.61	0.00	\$0.00		\$0.00		\$0.00	412.98	\$65,973.56
	D17	3 LT 58-28 S HMA PAVEMENT	344	TON	\$ 91.50	\$31,476.00	114.93	\$10,516.10	273.50	\$25,025.25	0.00	\$0.00		\$0.00		\$0.00	388.43	\$35,541.35
	D18	5 LT 58-28 S HMA PAVEMENT	161	TON	\$ 117.75	\$18,957.75	15.00	\$1,766.25	196.74	\$23,166.14	0.00	\$0.00		\$0.00		\$0.00	211.74	\$24,932.39
	D19	5" CONCRETE SIDEWALK	12703	SF	\$ 6.75	\$85,745.25	13925.00	\$93,993.75	484.75	\$3,272.06	0.00	\$0.00		\$0.00		\$0.00	14,409.75	\$97,265.81
	D20	7" CONCRETE SIDEWALK AND DRIVE APPROACH HES	150	SF	\$ 8.40	\$1,260.00	150.00	\$1,260.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	150.00	\$1,260.00
	D21	CONCRETE STEPS	250	SF	\$ 62.57	\$15,642.50	250.00	\$15,642.50	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	250.00	\$15,642.50
	D22	DETECTABLE WARNING FIELD	101	SF	\$ 35.25	\$3,560.25	100.00	\$3,525.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	100.00	\$3,525.00
	D23	MGS GUARDRAIL TERMINAL TYPE 2	2	EA	\$ 990.00	\$1,980.00	0.00	\$0.00	2.00	\$1,980.00	0.00	\$0.00		\$0.00		\$0.00	2.00	\$1,980.00
	D24	MGS GUARDRAIL 3	63	LF	\$ 18.00	\$1,134.00	0.00	\$0.00	63.00	\$1,134.00	0.00	\$0.00		\$0.00		\$0.00	63.00	\$1,134.00
	D25	PEDESTRIAN RAILING	56	LF	\$ 238.14	\$13,335.84	56.00	\$13,335.84	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	56.00	\$13,335.84
	D26	TOPSOIL, SEED, AND EROSION MAT	28071	SF	\$ 0.71	\$19,930.41	11173.50	\$7,933.19	7,352.10	\$5,219.99	0.00	\$0.00		\$0.00		\$0.00	18,525.60	\$13,153.18
	D27	PAVEMENT MARKING CONTINENTAL CROSSWALK MARKINGS EPOXY	7	EA	\$ 150.00	\$1,050.00	0.00	\$0.00	7.00	\$1,050.00	0.00	\$0.00		\$0.00		\$0.00	7.00	\$1,050.00
	D28	PAVEMENT MARKING EPOXY 4-INCH YELLOW	1268	LF	\$ 1.80	\$2,282.40	0.00	\$0.00	1,239.00	\$2,230.20	351.00	\$631.80		\$0.00		\$0.00	1,590.00	\$2,862.00
	D29	PAVEMENT MARKING CURB EPOXY YELLOW	40	LF	\$ 10.00	\$400.00	0.00	\$0.00	40.00	\$400.00	20.00	\$200.00		\$0.00		\$0.00	60.00	\$600.00
	D30	PAVEMENT MARKING ADA DROP OFF 4-INCH (WHITE)	447	LF	\$ 3.50	\$1,564.50	0.00	\$0.00	248.20	\$868.70	0.00	\$0.00		\$0.00		\$0.00	248.20	\$868.70
	D31	PAVEMENT MARKING CROSSWALK RUNNERS	64	LF	\$ 13.00	\$832.00	0.00	\$0.00	64.00	\$832.00	0.00	\$0.00		\$0.00		\$0.00	64.00	\$832.00
	D32	ASPHALTIC SURFACE DRIVEWAYS	10	TON	\$ 117.75	\$1,177.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
						\$639,131.85		\$387,375.05		\$272,656.80		\$831.80		\$0.00		\$0.00		\$660,863.64

City of Wauwatosa
Periodical Estimate For Partial Payment

PROJECT:		20-12 Center St.			WORK COMPLETED FROM:													
CONTRACTOR:		Zenith Tech, Inc.			DATE START		DATE END											
PAYMENT NUMBER :		3			11/5/2021		12/31/2021											
		by Contractor																
		by City																
	Item																	
	No.	Description	Contract	Unit	Unit	Contract	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total
			Quantity		Price	Total	This Period	period	This Period	period	This Period	period	This Period	period	This Period	period	To Date	To Date
Street Lighting																		
	E1	23-Ft Standard Aluminum Light Poles and Arms	1	EA	\$ 2,075.00	\$2,075.00	0.00	\$0.00	1.00	\$2,075.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$2,075.00
	E2	Standard LED Luminaires	1	EA	\$ 400.00	\$400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
	E3	Relocate Direct Buried Lighting Units	1	EA	\$ 1,000.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$1,000.00
	E4	20-Inch Round 5-Ft Concrete Bases, Street Lighting	2	EA	\$ 1,150.00	\$2,300.00	2.00	\$2,300.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	2.00	\$2,300.00
	E5	Remove, Salvage and Reinstall Rectangular Rapid Flashing Beacon (RRFB)	2	EA	\$ 750.00	\$1,500.00	2.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	2.00	\$1,500.00
	E6	RRFB Installation (Provided by City)	1	EA	\$ 450.00	\$450.00	1.00	\$450.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$450.00
	E7	20-Inch Round 5-Ft Concrete Bases, RRFB	3	EA	\$ 1,150.00	\$3,450.00	3.00	\$3,450.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	3.00	\$3,450.00
	E8	City)	4	EA	\$ 600.00	\$2,400.00	3.00	\$1,800.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	3.00	\$1,800.00
	E9	Nonmetallic Conduit, Schedule 40, 2-Inch, Communications	1700	LF	\$ 5.25	\$8,925.00	3579.00	\$18,789.75	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	3,579.00	\$18,789.75
	E10	Nonmetallic Conduit, Schedule 40, 2-Inch, Street Lighting	70	LF	\$ 5.25	\$367.50	342.00	\$1,795.50	496.00	\$2,604.00	0.00	\$0.00		\$0.00		\$0.00	838.00	\$4,399.50
	E11	Electric Wire, Lighting 4 AWG	595	LF	\$ 3.35	\$1,993.25	413.00	\$1,383.55	515.00	\$1,725.25	0.00	\$0.00		\$0.00		\$0.00	928.00	\$3,108.80
	E12	1 1/2-Inch HDPE Duct	200	LF	\$ 4.75	\$950.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
	E13	Locate, Test and Protect Existing and New Circuits	1	LS	\$ 3,500.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$3,500.00
						\$29,310.75		\$31,468.80		\$10,904.25		\$0.00		\$0.00		\$0.00		\$42,373.05
Miscellaneous																		
	F1	Traffic Control	1	LS	\$ 4,500.00	\$4,500.00	0.50	\$2,250.00	0.50	\$2,250.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$4,500.00
	F2	Clearing & Grubbing	1	LS	\$ 5,400.00	\$5,400.00	1.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$5,400.00
	F3	Pedestrian Access Accommodations	1	LS	\$ 1,000.00	\$1,000.00	0.50	\$500.00	0.50	\$500.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$1,000.00
	F4	Construction Fence	1	LS	\$ 3,600.00	\$3,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
	F5	Storm Inlet / Catch Basin Protection	21	EA	\$ 94.20	\$1,978.20	15.00	\$1,413.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	15.00	\$1,413.00
	F6	Sign Post	14	EA	\$ 130.00	\$1,820.00	0.00	\$0.00	13.00	\$1,690.00	0.00	\$0.00		\$0.00		\$0.00	13.00	\$1,690.00
	F7	W5-56 Signs Installed	3	EA	\$ 92.00	\$276.00	0.00	\$0.00	3.00	\$276.00	0.00	\$0.00		\$0.00		\$0.00	3.00	\$276.00
	F8	Sign Removal, Relocation and Installation	1	LS	\$ 180.00	\$180.00	0.00	\$0.00	1.00	\$180.00	0.00	\$0.00		\$0.00		\$0.00	1.00	\$180.00
						\$18,754.20		\$9,563.00		\$4,896.00		\$0.00		\$0.00		\$0.00		\$14,459.00
Structural																		
	S1	511.1100 Temporary Shoring	300	SF	\$ 80.00	\$24,000.00	373.00	\$29,840.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	373.00	\$29,840.00
	S2	513.8011 Railing Steel Pedestrian Type C2	573	LF	\$ 214.00	\$122,622.00	223.00	\$47,722.00	358.50	\$76,719.00	0.00	\$0.00		\$0.00		\$0.00	581.50	\$124,441.00
	S3	612.0206 Pipe Underdrain Unperforated 6-Inch	35	LF	\$ 10.52	\$368.20	0.00	\$0.00	35.00	\$368.20	0.00	\$0.00		\$0.00		\$0.00	35.00	\$368.20
	S4	612.0406 Pipe Underdrain Wrapped 6-inch	590	LF	\$ 14.48	\$8,543.20	115.00	\$1,665.20	475.00	\$6,878.00	0.00	\$0.00		\$0.00		\$0.00	590.00	\$8,543.20
	S5	517.1010.S Concrete Staining	1945	SF	\$ 1.25	\$2,431.25	0.00	\$0.00	1,945.00	\$2,431.25	0.00	\$0.00		\$0.00		\$0.00	1,945.00	\$2,431.25
	S6	517.1015.S Concrete Staining Multi-Color	2060	SF	\$ 3.00	\$6,180.00	0.00	\$0.00	2,060.00	\$6,180.00	0.00	\$0.00		\$0.00		\$0.00	2,060.00	\$6,180.00
	S7	517.1050.S Architectural Surface Treatment	2060	SF	\$ 1.00	\$2,060.00	1015.00	\$1,015.00	1,045.00	\$1,045.00	0.00	\$0.00		\$0.00		\$0.00	2,060.00	\$2,060.00
	S8	SPV.0165 Wall Concrete Panel Mechanically Stabilized Earth	3760	SF	\$ 115.93	\$435,896.80	2240.00	\$259,683.20	1,520.00	\$176,213.60	0.00	\$0.00		\$0.00		\$0.00	3,760.00	\$435,896.80
	S9	645.0140 GEOTEXTILE TYPE SAS	450	SY	\$ 5.77	\$2,596.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
	S10	305.0115 BASE AGGREGATE DENSE 3/4-INCH	450	CY	\$ 32.34	\$14,553.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		\$0.00		\$0.00	0.00	\$0.00
						\$619,250.95		\$339,925.40		\$269,835.05		\$0.00		\$0.00		\$0.00		\$609,760.45
Fixed Extras																		
	FixedExtra1	Sawing Asphalt Pavement	445	LF	\$2.22	\$990.00	0.00	\$0.00	437.00	\$972.20	0.00	\$0.00	0	\$0.00	0	\$0.00	437.00	\$972.20
						0												
						\$990.00		\$0.00		\$972.20		\$0.00		\$0.00		\$0.00		\$972.20

City of Wauwatosa
Periodical Estimate For Partial Payment

PROJECT:		20-12 Center St.		WORK COMPLETED FROM:													
CONTRACTOR:		Zenith Tech, Inc.		DATE START	DATE END												
PAYMENT NUMBER :		3		11/5/2021	12/31/2021												
		by Contractor															
		by City															
Item																	
No.		Description	Contract	Unit	Unit	Contract	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Quantity	Total This	Total
			Quantity		Price	Total	This Period	period	This Period	period	This Period	period	This Period	period	This Period	period	To Date
Change Orders																	
Date	CO#	Description	Qty	Unit	Unit Cost	Total											
	1	RECo Wall Panel Storage	1	LS	\$500.00	\$500.00	0.00	\$0.00	1.00	\$500.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$500.00
	2.1	Remove & Replace HPS Fixtures with LED	1	LS	\$1,796.00	\$1,796.00	0.00	\$0.00	1.00	\$1,796.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,796.00
	2.2	Furnish and Install Pullboxes (Street Lighting)	1	LS	\$2,348.50	\$2,348.50	0.00	\$0.00	1.00	\$2,348.50	0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,348.50
	2.3	Furnish WisDOT Seed Mixture Type 70	1	LS	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,000.00
	3.1	Clearing & Grubbing, Additional	1	LS	\$10,981.98	\$10,981.98	0.00	\$0.00	1.00	\$10,981.98	0.00	\$0.00	0	\$0.00	0	\$0.00	\$10,981.98
	3.2	Remobilization Costs to Return in 2021 to complete wall construction	1	LS	\$20,516.97	\$20,516.97	0.00	\$0.00	1.00	\$20,516.97	0.00	\$0.00	0	\$0.00	0	\$0.00	\$20,516.97
	3.3	2021 Traffic Control	1	LS	\$4,500.00	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,500.00
	3.4	Remove Asphalt Curb & Gutter	445	LF	\$8.27	\$3,680.15	0.00	\$0.00	437.00	\$3,613.99	0.00	\$0.00	0	\$0.00	0	\$0.00	\$3,613.99
	3.5	Zenith Tech Production Impacts	1	LS	\$16,940.00	\$16,940.00	0.00	\$0.00	1.00	\$16,940.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$16,940.00
	3.6	RECo MSE Wall Redesign to Reduce Strap Length	1	LS	\$13,700.00	\$13,700.00	0.00	\$0.00	1.00	\$13,700.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$13,700.00
	3.7	Material & Trucking price increase from 2020 to 2021	1	LS	\$4,465.24	\$4,465.24	0.00	\$0.00	1.00	\$4,465.24	0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,465.24
	3.8	2020 Winter Soil Stabilization & Removal	1	LS	\$5,157.00	\$5,157.00	0.00	\$0.00	1.00	\$5,157.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$5,157.00
	3.9	2020 Traffic Control, School Resumption Configuration	1	LS	\$19,925.00	\$19,925.00	0.00	\$0.00	1.00	\$19,925.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$19,925.00
	3.10	Temporary Winter Shut-down (Excluding Asphalt Paving)	1	LS	\$8,745.00	\$8,745.00	0.00	\$0.00	1.00	\$8,745.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$8,745.00
	3.11	Asphalt Milling	1	LS	\$4,950.00	\$4,950.00	0.00	\$0.00	1.00	\$4,950.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$4,950.00
	3.11	Porous Paving Waste	1	LS	\$2,200.00	\$2,200.00	0.00	\$0.00	1.00	\$2,200.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$2,200.00
	4.1	Riprap Drainage at Wall Termination	1	LS	\$1,146.00	\$1,146.00	0.00	\$0.00	1.00	\$1,146.00	0.00	\$0.00	0	\$0.00	0	\$0.00	\$1,146.00
								\$0.00		\$126,485.68		\$0.00		\$0.00		\$0.00	\$126,485.68
WORK COMPLETED (\$\$)			102%														
NOTICE TO START ISSUED			3/4/2019														
COMPLETION DATE			6/14/2019														
CALENDAR DAYS REMAINING			-931														
DAYS REMAINING (%)			-913%														
RETAINAGE NOT TO EXCEED			\$33,707.44														
							INVOICE INFORMATION										
							TOTAL WORK COMPLETED (BASE BID ITEMS) \$ 1,369,306.14										
							TOTAL RETAINAGE \$ -										
							TOTAL EXTRAS & CHANGE ORDERS \$ 127,457.88										
							LESS PREVIOUS INVOICES \$ 1,475,932.22										
							AMOUNT DUE THIS INVOICE \$ 20,831.80										
Submitted by: 			Date: 8/7/2023		By signing below, Zenith Tech Inc. acknowledges that the proposed final payment was reviewed and Zenith Tech Inc. accepts the final quantities and final payment amounts as shown in the final payment and that this represents all monies that is due the contractor under this contract. No further payment adjustments will be requested or made upon approval of this final payment.												
Approved By: 			Date: 1/26/24		Contractor Agreement:  Date: 8/9/2023												



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0122

Agenda Date: 2/5/2024

Agenda #: 11.

Consideration of ratification of project partial payments for work completed pursuant to the terms of the contract

BE IT RESOLVED, By the Board of Public Works of the City of Wauwatosa, Wisconsin that the proper City Officers be and they are hereby authorized and directed to issue City orders in favor of the contractor listed below in the amount listed in the column headed "Amount" as partial payment for work completed pursuant to the terms of the contract noted.

Please note, there was an error made at the January 16, 2024 regular meeting. The following payment amount was approved, however the correct amount of the payment due was **\$123,983.25**. The correct amount was paid to the contractor.

Contractor: Visu-Sewer, Inc.

Payment No.: 2

Contract/Project No.: 22-79 - 2022 Sanitary Sewer Improvements No 2

Amount: \$466,122.69

By: Board of Public Works



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 24-0123

Agenda Date: 2/5/2024

Agenda #: 12.

Project Updates

Submitted by:

Nick Deming

Department:

Engineering Division

Project 1107 - North Avenue Reconstruction

- Punch list work and final landscaping to resume in Spring 2024.

23-07 - 115th St.

- Awaiting delivery of backordered light poles. Installation is expected to take place once poles are available in winter of 2024.

23-90 - 2023 Fiber

- Work is expected to resume in Spring of 2024. Some handhole installation work may take places as weather allows through the winter.

Elm Grove Water Main Extension

- The remaining water main work is expected to resume in Spring of 2024.