

# Wauwatosa, WI Design Review Board Meeting Agenda - Final

Thursday,	April 3, 2025	6:00 PM	Committee Room #1
CALL TO	<u>ORDER</u>		
ROLL CAI	<u>LL</u>		
NEW BUSI	<u>INESS</u>		
1.	6933 North Avenue -	Wing Stop - RTU Screening	<u>25-0330</u>
2.	11500 North Avenue	- More than Bourbon - Exterior Remod	el <u>25-0481</u>
NEW BUSI	<u>INESS</u>		
1.	New start time for De	esign Review Board Meeting	25-0522

#### **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.

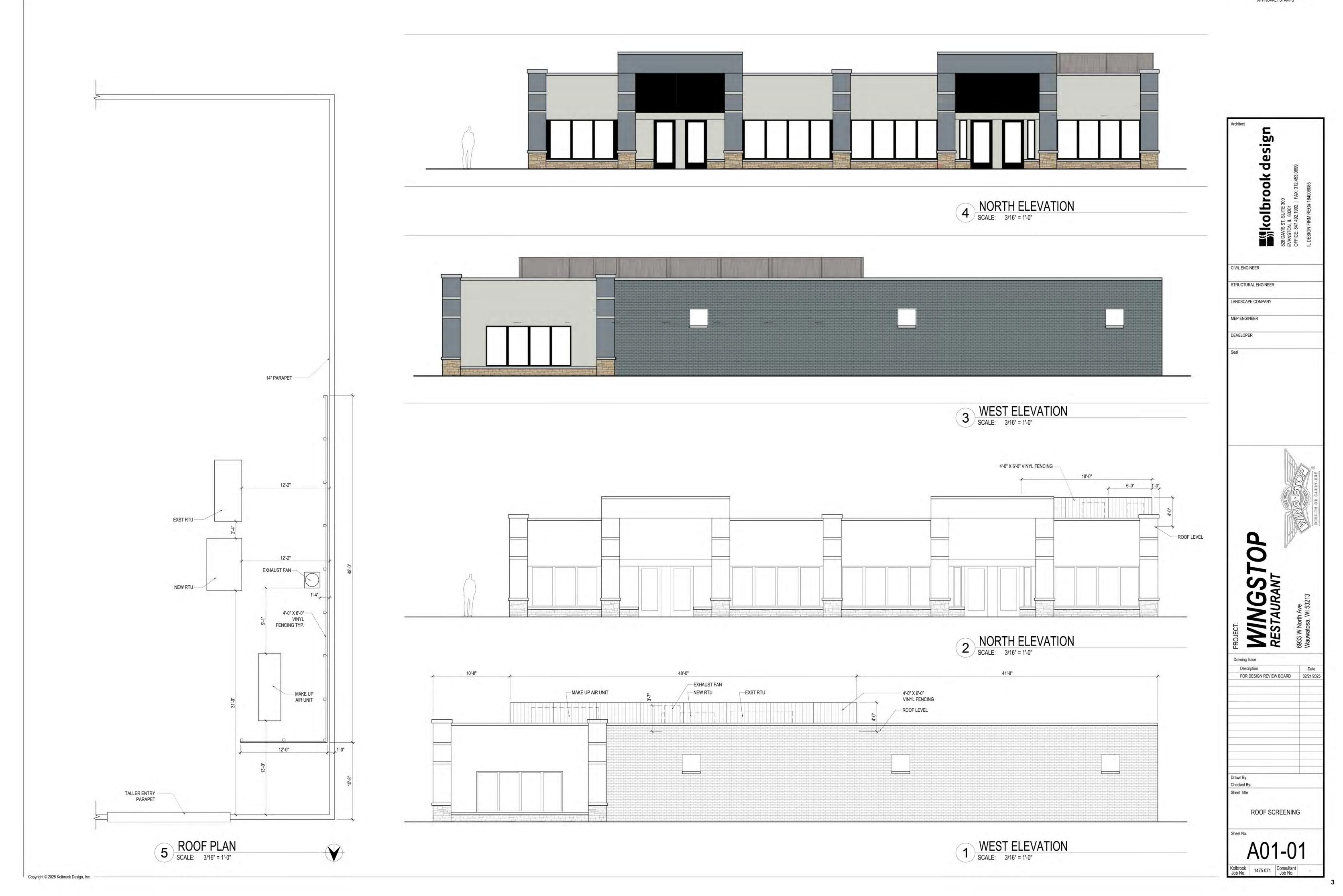


# Wauwatosa, WI Staff Report

7725 W. North Avenue Wauwatosa, WI 53213

**File #:** 25-0330 **Agenda Date:** 4/3/2025 **Agenda #:** 1.

6933 North Avenue - Wing Stop - RTU Screening





A to Z Quality Fencing LLC

www.atozqualityfencing.com info@atozqualityfencing.com 262.346.6100

> 5717 Black Walnut Dr Hartford, WI, 53027

Branch Office
Mailing Address:
1512 Windsor Ln
Shakopee, MN 55379, Scott
612-615-6319
info@atozqualityfencing.com
www.atozqualityfencing.com

**Date** 03-14-2025 **Job Number** 6352

Site Address 711 N Elmhurst Road, Prospect Heights, IL 60070

#### **Client Details**

Mike Mianecki
8478505510 / 8473902461
mikem@resaconstruction.com
711 N Elmhurst Road
Prospect Heights, IL 60070

#### **Sales Representative**

Tanya Held

262-346-6100

tanya@atozqualityfencing.com

#### We propose to install the following:

- 60 ft Zach4 Aged Cedar (Storm)
- · 2 Zach4 End Post Aged Cedar (Storm)
- 1 Zach4 Corner Post Aged Cedar (Storm)

#### **Fence Details:**

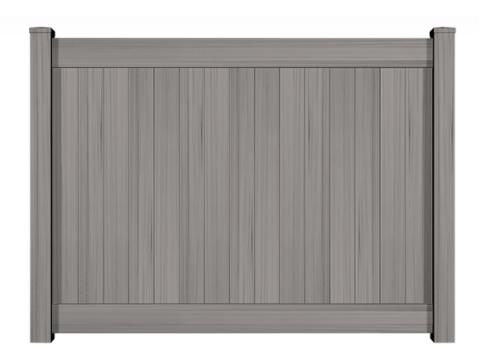
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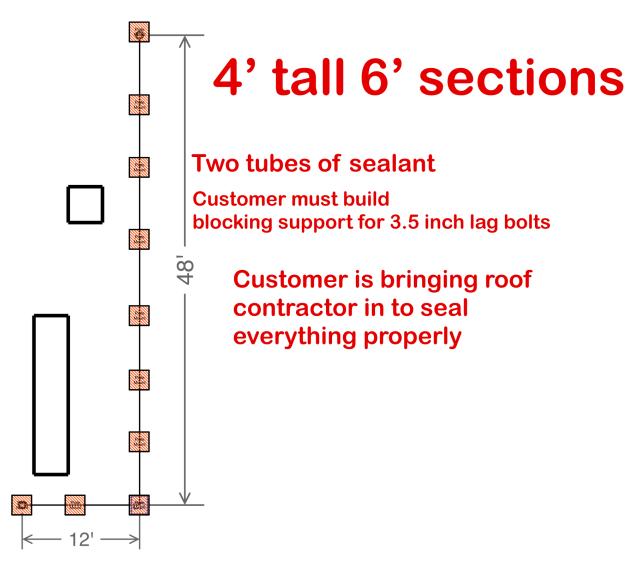
Height Options: 4', 5', 6' ( Your fence height (s) will be discribed in the fence information section above).

Color Options: Storm/Aged Cedar

**Post:** 5x5 vinyl posts sleeved over 2.5" galvanized pipe driven 4'-5' in ground. **Post Cap:** Standard 5x5 apex post cap included. (additional options available)

**Rails:** 2" x 7" x 8' **Pickets:** 5/8" x 7" T&G





Weather dependent, we can install it the week of April 1st-4th

Customer Signature	Date	Authorized Rep. Signature	Date

#### **Additional Information**

Is there Custom Work on this Project?

Rooftop

Customer understands that they are responsible for pulling permit and knowing HOA requirements prior to installation.

Yes

How did the customer determine their property lines?

Customer has survey and verified fence location.

Were utility marks visible at the time of consult?

No

Is there an existing fence to be removed?

Nc

#### UP TO 10% OFF FOR QUALIFIED DISCOUNT PRICE

QUALIFIED DISCOUNT PRICE CASH/CHECK ONLY:

Qualified discounted applied- custom project

QUALIFIED DISCOUNT CASH/CHECK DEPOSIT:

**Applied** 

QUALIFIED DISCOUNT CASH/CHECK BALANCE:

**Applied** 

Total Project Cost:	\$5,999.00
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Deposit \$2,999.50
Balance \$2,999.50

Payment Terms:

Payment Upon Completion

All quotations are subject to conditions beyond seller's control, customer agrees to establish property lines, obtain all necessary permits, and assumes responsibility for underground utilities. This proposal does not include charges for digging in rock, rubble, or underlying foundations or removal of obstructions from working area. A to Z Fencing will call to have all public utilities lines marked. Customer is responsible for locating all private lines (sprinkler lines, pool lines, electrical lines to out buildings, outdoor lighting, drainage tile, etc.). Customer is aware that they need to notify installation crew of any private lines in the fence layout. We must stay 24" away from all buried utilities with our power digging/pounding equipment. If customer request A to Z Quality Fencing to install post closer than 24" we must hand dig that hole. Customer understands they will be charged for the hand dig and customer understands they assume full responsibility for damaged lines. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Worker's Compensation Insurance. Labor guaranteed for a lifetime (non-transferable) and materials guaranteed per manufactures specifications. ALL materials are property of A to Z Quality Fencing LLC until final payment is made. All completed fences will have an A to Z Quality Fencing sign attached. Contract subject to office review and expires in 10 days. A to Z Quality Fencing cannot honor statements not included on this contract.

#### **TERMS & CONDITIONS**

**Binding Contract:** This estimate is valid for 10 days. During said 10 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent contractor exercises its right to change and/or revoke the estimate, the estimate shall constitute a binding agreement upon acceptance by owner(s). The date of such agreement shall be the date of owner(s)' acceptance, with a signed contract and downpayment.

Contract Price: Shall mean the estimate price as adjusted by the net of any written change orders.

Payment of Funds and Deposits: Except as otherwise agreed between owner(s) and Contractor, owner(s) agrees to pay Contractor the Contract price in cash, check, or credit card equivalents, according to the following schedule: 1/2 of the contract price upon signing contract. No materials will be ordered / held until down payment is received. Balance due upon completion of fence install. Payment is to be made directly to the crew on site once fence is complete.

**Late Payment / Service Charge:** Any funds owed greater than 30 days from completion of work are subject to a service charge of 1.5% per month on the unpaid balance.

**Notice of Consumer's Right to Receive Lien Waivers:** If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov. Wis. Admin. Code § 110.025(1)(a)

**Changes in Agreement:** This agreement, the work description and specifications, and the contract price shall not be modified except by written change order. A change order may be formalized by email correspondence between contractor and owner(s) or signed written statement.

**Contractor Responsibilities:** Contractor agrees to perform the work description and specifications as outlined in the estimate and any agreed written changes incorporated into this agreement.

**Work Schedule:** All specifications for the work must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance,

default in shipment by a supplier in whole or in part, loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control.

**Materials:** Except as otherwise set forth in a writing between owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, wood, vinyl, metal, paint, stain, and other fencing materials. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from owner(s) property.

**Safety:** In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to owner(s) and changes to owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment such as Dandy Digger, small divots in the driveway from equipment such as roll-off containers and dump truck. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by owner(s) as a normal consequence of the work.

**Building Permits:** If permit is required, this will be the owner(s)' responsibility to obtain from your municipality. In some cases A to Z will obtain permit. If A to Z is optaining the permit, this will be recognized within the contract. Owner is responsible for all HOA approvals.

#### Stipulations

1. OWNER IS RESPONSIBLE FOR LOCATION OF FENCE ON PROPERTY. 2. FENCE CANNOT BE ATTACHED TO UTILITY POLE. IT IS THE RESPONSIBILITY OF THE OWNER TO CONTACT THE UTILITY COMPANY TO ENSURE COMPLIANCE WITH UTILITY EASEMENT CLEARANCE GUIDELINES.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders; (2) if owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of owner(s) failure to properly provide normal and routine care and maintenance as to the work. (5) Customer leaves gates opened causing wind damage.

**Limitation of Liability:** Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Owner Insurance: Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the work. Contractor Insurance: Contractor agrees to maintain liability insurance and workers compensation insurance. Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the owner agrees to pay the cost increase. Contractor will notify the owner of any material increases before a purchase is made. Service Calls: Service calls requested by the owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a nonwarranted item, the owner will be charged for the service call or Work performed at Contractor's established rates. Cancellation: If a cancellation occurs on a fence that is a custom built special order, and is not our standard stock

		at is standard has a <b>15% restocking fee</b> .	andara stock
Customer Signature	Date	Authorized Rep. Signature	Date

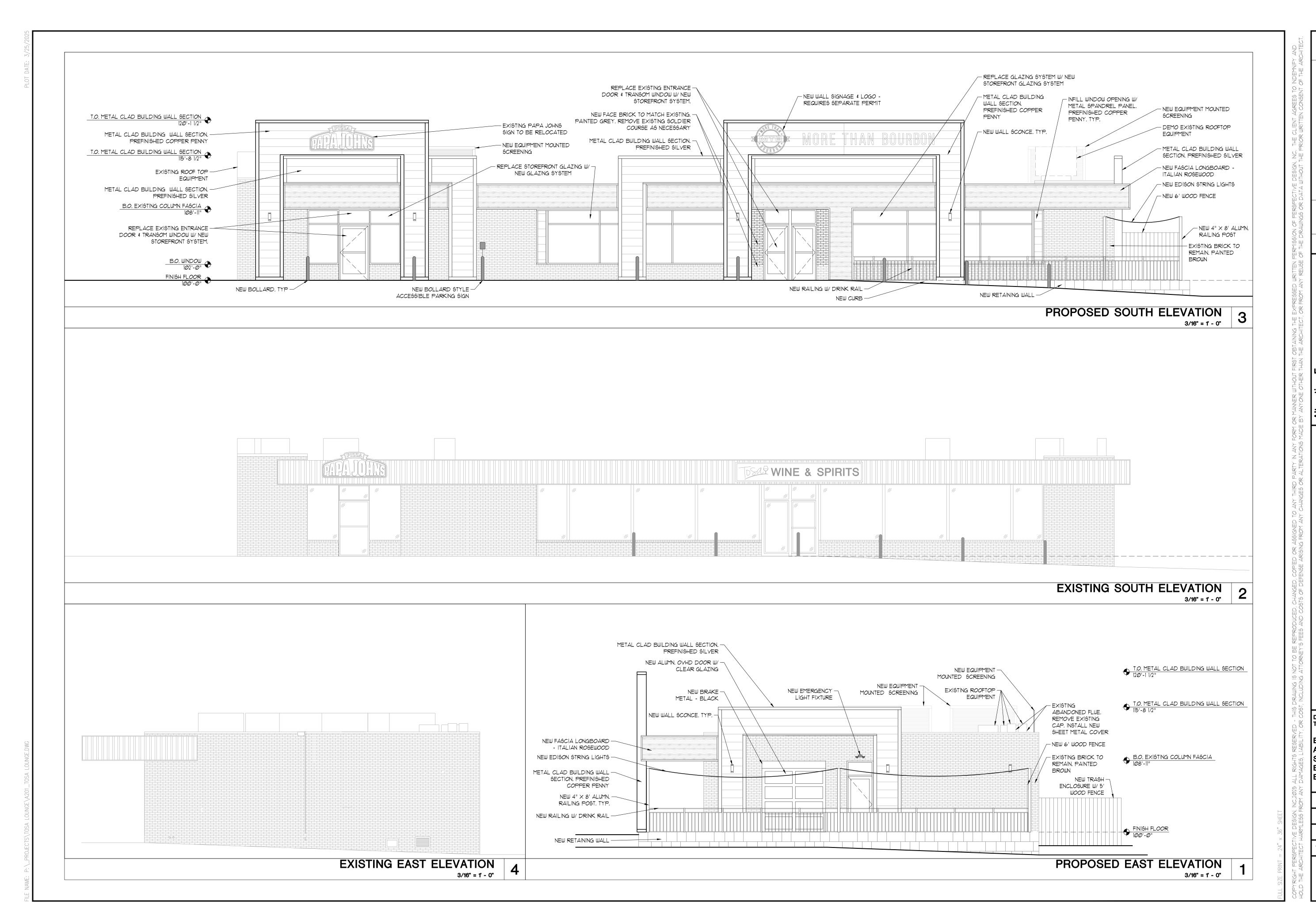


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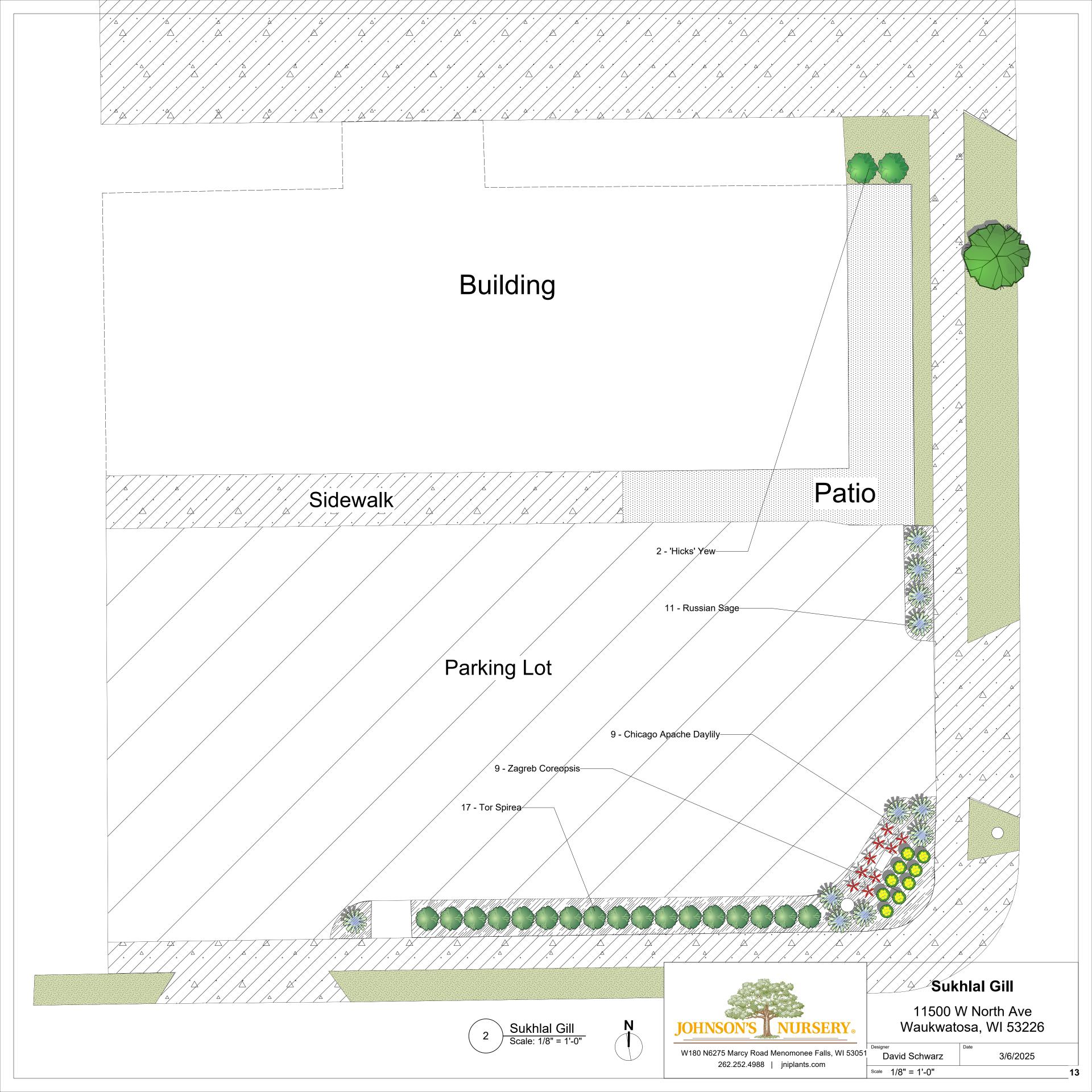
**File #:** 25-0481 **Agenda Date:** 4/3/2025 **Agenda #:** 2.

11500 North Avenue - More than Bourbon - Exterior Remodel



OIL Project: Ave 53226 THIS BOX IS  $y_2$ " x  $y_2$ " DRAWING TITLE: **EXISTING, DEMO** AND PROPOSED SOUTH AND **ELEVATIONS** Date: 03/04/25 Scale: NOTED Drawn: AM Job: 24-091 Sheet:

**A2.1** 





### More Than Bourbon



11500 W North Ave Wauwatosa, WI 53226

### **Building Alteration**

March 11, 2025

Supporting Documents for Design Review Boards

COMMERCIAL ARCHITECTS

### **Proposed Screening**



Proposed roof screening style



Color: Dark Bronze



## Wauwatosa, WI Staff Report

7725 W. North Avenue Wauwatosa, WI 53213

File #: 25-0522 Agenda Date: 4/3/2025 Agenda #: 1.

New start time for Design Review Board Meeting