



Wauwatosa, WI

Board of Public Works

Meeting Agenda - Final

7725 W. North Avenue
Wauwatosa, WI 53213

Tuesday, September 5, 2023

8:30 AM

Zoom Only:
<https://us02web.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 July 31, 2023 Regular Meeting [23-461](#)

NEW BUSINESS

1. Request by Irgens for exemption of Section 24.12.03 Interior Vehicular Use Area Landscaping at 800 N. Mayfair Road [23-466](#)
2. Consideration of request by Barbara Stanton for authorization of an encroachment in City right-of-way for landscaping in the 103rd Street median adjacent to 10222 W Beverly Place [23-575](#)
Recommendation: Common Council Approval
3. Consideration of approval of funding agreement M10005WA03 with Milwaukee Metropolitan Sewerage District (MMSD) for sanitary sewer testing in the amount of \$41,140 [23-582](#)
Recommendation: Common Council Approval
4. Consideration of approval of Change Order Number 2 for Contract 21-55 Blanchard Street Pumping Station [23-583](#)
Recommendation: Common Council Approval

5. Consideration of approval of an emergency purchase of two Supervisory Control and Data Acquisition (SCADA) computers for Water Utility Operations from Energenecs in the amount of \$24,864 [23-584](#)
Recommendation: Common Council Approval
6. Consideration of approval of overnight work for a water main connection on Watertown Plank Road at 118th Street [23-624](#)
7. Partial Payments [23-462](#)
8. Project Updates [23-577](#)

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 #: 23-466

Agenda Date: 9/5/2023

Agenda #: 1.

Request by Irgens for exemption of Section 24.12.03 Interior Vehicular Use Area Landscaping at 800 N. Mayfair Road

A. Issue

Applicant has requested exemption from dimensional minimum requirement of 10' for landscape median or islands.

B. Background

Code section 24.12.030 states that at least 10% of the interior of the vehicular use areas must be landscaped. The landscape areas must be islands or medians that are at least 135 square feet and 10 feet in width. Pervious areas, such as sidewalks, cannot be included in the area and dimensional calculations. An island or median is required every 15 consecutive stalls. Additionally, there is a requirement for one shade tree to be installed per 180 square feet of required planting area.

The applicant is proposing a landscape plan that overall, across all 4 properties, meets the minimum landscape area of 10%. They are requesting that 8 of the required islands not meet the dimensional minimums. Full compliance with the landscape code would result in the loss of 8 stalls in an overall site that has 630 stalls, which would be a 1.3% reduction in parking stalls. Overall the site is compliant with parking requirements for our zoning code.

The applicant is compliant with the number of required shade trees for the vehicular use area. Applicant is proposing additional shade trees directly adjacent to the parking areas to provide shade, which is one of the primary goals of the city's landscape code.

Staff has been meeting with the applicant's team for months regarding compliance with all city ordinances and the proposed plan currently meets the minimum for all other aspects of the landscape code, with the exception of the required dimensions.

C. Recommendation

Approval is recommended because overall the site meets the 10% requirement and mitigation is proposed.



Board of Public Works Application

City of Wauwatosa
7725 West North Avenue
Wauwatosa, WI 53213
414-479-8907
www.wauwatosa.net

Property Information

Project Address: 800 N. Mayfair Rd, Wauwatosa, WI (Parcel # 379.1003.000)

Applicant or Agent Information

Name Rob Oldenburg

Company Research Medical Development Partners, LLC

Address 1401 Discovery Parkway, Suite 100

City Wauwatosa State WI Zip 53226

Phone 414.443.2526

Email roldenburg@irgens.com

Property Owner Information

Name Irgens

Company Research Medical Development Partners, LLC
WI

Address 1401 Discovery Parkway, Suite 100

City Wauwatosa State WI Zip 53226

Phone 414.443.2526

Email roldenburg@irgens.com

APPLICATION TYPE

All fees are \$100 unless noted.

- ☐ Encroachment
- ☐ Air Condenser Location
- ☐ Well abandonment
- ☐ City Co-Location
- ☐ Swimming Pool Location

- ☐ Property Maintenance Appeal
- ☒ Landscape Appeal
- ☐ Neighborhood Association Signs
- ☐ Extension of Work Hours
- ☐ Other

- ☐ Site Plan Appeal
- ☐ Commercial Fence Appeal
- ☐ ROW Construction Staging
- ☐ Parking Exception **\$150**

Make checks payable to: *City of Wauwatosa*

This application must be completed and filed with the Development Office and is required for Board of Public Works review.

Proposed Request- Specify reason for petition and what particular hardships are involved. Examples: insufficient lot area, insufficient front, side or rear setback, placement of equipment would decrease efficiency, etc.
24.12.030, Interior Vehicular Use Area Landscaping - Please see attached memorandum

Applicant or Agent Signature: *Rob Oldenburg* Date: 8/2/23

FOR CITY USE ONLY:

Accepted by _____
Date _____
Zoning District _____
Aldermanic District _____
MT# _____

Fee

Amount Paid _____
Receipt # _____
Date paid _____

Updated December 2021

Meeting Dates

BPW _____
Council _____
Other _____

(over)



August 2, 2023

City of Wauwatosa Board of Public Works
7725 W. North Avenue
Wauwatosa, WI 53213

RE: Executive Summary | Exception Request - Section 24.12.030

To Whom It May Concern:

Research Medical Development Partners, LLC (“Owner”) is requesting an exception of Section 24.12.030, Interior Vehicular Use Area Landscaping, for the subject property located at 800 N. Mayfair Road to facilitate the development of a two-story medical office building on an existing surface parking lot. Specific conditions and characteristics of the subject property prevent the Owner from achieving full compliance without unnecessary hardship and impact on the proposed project. The exception will allow eight (8) landscaped islands that do not meet the minimum width of 10’0”, which include (A) four islands between 7’3” and 7’11” in width with trees planted in a similar fashion to a standard 10’0” island; and (B) four islands between 7’0” and 9’10” in width with 5’0” sidewalks in lieu of trees to enhance pedestrian connectivity to the adjacent site.

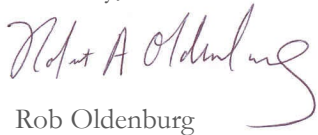
Unlike neighboring properties along Mayfair Road, the subject property is located within the more conservative Special Purpose-Research Park (“SP-RP”) zoning district. The western edge of the parking lot abuts a 50’ setback line and is located at the base of a landscaped berm with varying height of 4’ to 5’ feet, which is exceptionally unique to the urban landscape of Wauwatosa. Expansion of the parking lot to the west to meet code requirements would necessitate: (1) a variance from MCRP’s Park Architectural Review Committee, and (2) a full reconstruction of the entire berm to meet slope requirements—a process that would involve removing several mature trees and be prohibitively expensive. Alternatively, increasing the island width without parking lot expansion will necessitate the loss of 8 highly valuable parking stalls, which are critical to the long-term economic success of the urban concept development.

To mitigate the reduced landscaping within the islands, Owner will plant eight new deciduous trees adjacent to the subject property, as identified on the enclosed landscape plans. Furthermore, over 30 new trees were planted in 2022 between the adjacent office building and Research Drive. The redevelopment of the larger site, overall, has exceeded the minimum interior landscaping requirements by a total of 3,765 SF (a 21% increase) across the adjoining Lots 1 (Office) and 2 (Retail). With the additional trees, the overall landscape plan meets the intent of the landscaping code to provide shading within the interior parking areas.

By virtue of the SP-RP setback requirement and existing conditions along the west property line, this exception request is unique to the subject property and necessary for the enjoyment of rights possessed by other properties within the Mayfair corridor. Further, the exception will not create a detriment to adjacent owners as the subject property is surrounded by Irgens-controlled properties and major roadways.

Owner has made a significant effort to satisfy the code requirements and provide mitigation to offset the reduced island width. Respectfully, we are submitting the enclosed application to the Board of Public Works and sincerely appreciate the consideration of our exception request.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rob Oldenburg". The signature is fluid and cursive, with a large, stylized "O" at the end.

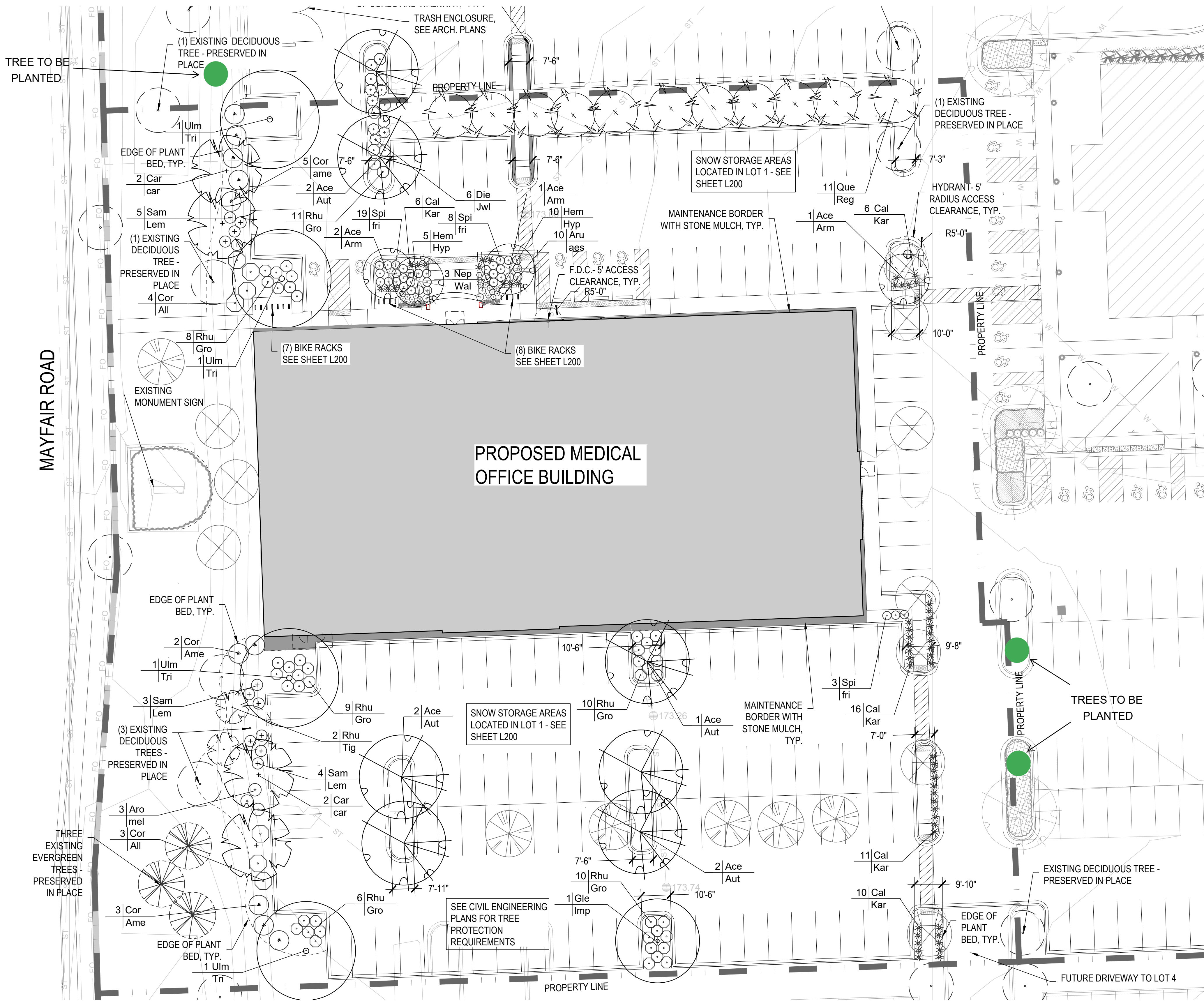
Rob Oldenburg
Senior Vice President, Development

Enclosure

- Aerial maps & photos
- Landscape plan – Lot 3 (MOB)
- Landscape plan – Lot 2 (Retail)
- Landscape compliance chart
- Background memorandum



Research Drive Site Plan | View looking north



1 SITE LANDSCAPE PLAN - LOT 3
L101 SCALE: 1" = 20'-0"

PLANT SCHEDULE:

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
Deciduous Trees							Deciduous Shrubs							Perennials						
Ace / Aut	7	Acer x freemanii 'Jeffersred' PP 4864	Autumn Blaze Maple	2 1/2'-3"	BB		Aro / mel	3	Aronia melanocarpa	Black Chokeberry	24" - 30"	Cont.		Aru / aes	8	Aruncus aethusifolius	Dwarf Goatsbeard	1 gallon	Cont.	
Ace / Arm	3	Acer x freemanii 'Armstrong'	Armstrong Maple	2 1/2'-3"	BB		Cor / All	7	Cornus sericea 'Alleman's Compact'	Alleman's Compact Dogwood	18" - 24"	Cont.		Hem / Hyp	15	Hemerocallis x Hyperion	Hyperion Daylily	1 gallon	Cont.	
Car / car	4	Acer x freemanii 'Armstrong'	Armstrong Maple	2 1/2'-3"	BB		Cor / ame	10	Corylus americana	American Filbert	30" - 36"	Cont.		Nep / Wal	3	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	1 gallon	Cont.	
Gle / Imp	1	Gleditsia triacanthos 'Impcole' PP1605	Imperial Honeylocust	2 1/2'-3"	BB		Die / Jwl	6	Diervilla lonicera 'Jewell'	Jewell Bush-honeysuckle	18" - 24"	Cont.		Ornamental Grasses						
Que / Reg	11	Quercus robur x bicolor 'Long'	Regal Prince English Oak	2 1/2'-3"	BB		Rhu / Gro	54	Rhus aromatica 'Gro-low'	Gro-low Sumac	2 gallon	Cont.		Cal / Kar	49	Calmagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gallon	Cont.	
Ulm / Tr	4	Ulmus 'Morton Glossy'	Triumph Elm	2 1/2'-3"	BB		Rhu / Tig	2	Rhus typhina 'Baltiger'	Tiger Eyes Cutleaf Staghorn Sumac	3 gallon	Cont.								
							Sam / Lem	12	Sambucus racemosa 'SMNSRTD4' PPAF	Lemony Lace Elderberry	2 gallon	Cont.								
							Spi / fri	30	Spirea fritschiana	Fritsch Spirea	18" - 24"	Cont.								

LANDSCAPE CALCULATIONS FOR PERIMETER VEHICULAR USE AREAS - LOT 3:

PROPOSED MEDICAL OFFICE BUILDING:
PERIMETER LENGTH OF VEHICULAR USE AREA (VUA) ADJACENT TO STREET PUBLIC RIGHT OF WAY (ROW) - 199 L.F.

REQUIRED DECIDUOUS TREES AND SHRUBS (2 TREES AND 8 SHRUBS PER 50 L.F.)

DECIDUOUS TREES: 8 TREES REQUIRED / 4 EXISTING DECIDUOUS TREES PRESERVED IN PLACE & 4 ADDITIONAL DECIDUOUS TREES PROVIDED / SHRUBS: 32 REQUIRED / 32 SHRUBS PROVIDED

LANDSCAPE CALCULATIONS FOR INTERIOR VEHICULAR USE AREAS - LOT 3:

PROPOSED MEDICAL OFFICE BUILDING:
47,576 SQUARE FEET (SF) TOTAL VEHICULAR USE AREA (VUA)
TOTAL MINIMUM INTERIOR LANDSCAPE AREA (TMILA) IS 4,757 SF (10% OF 47,576 SF)

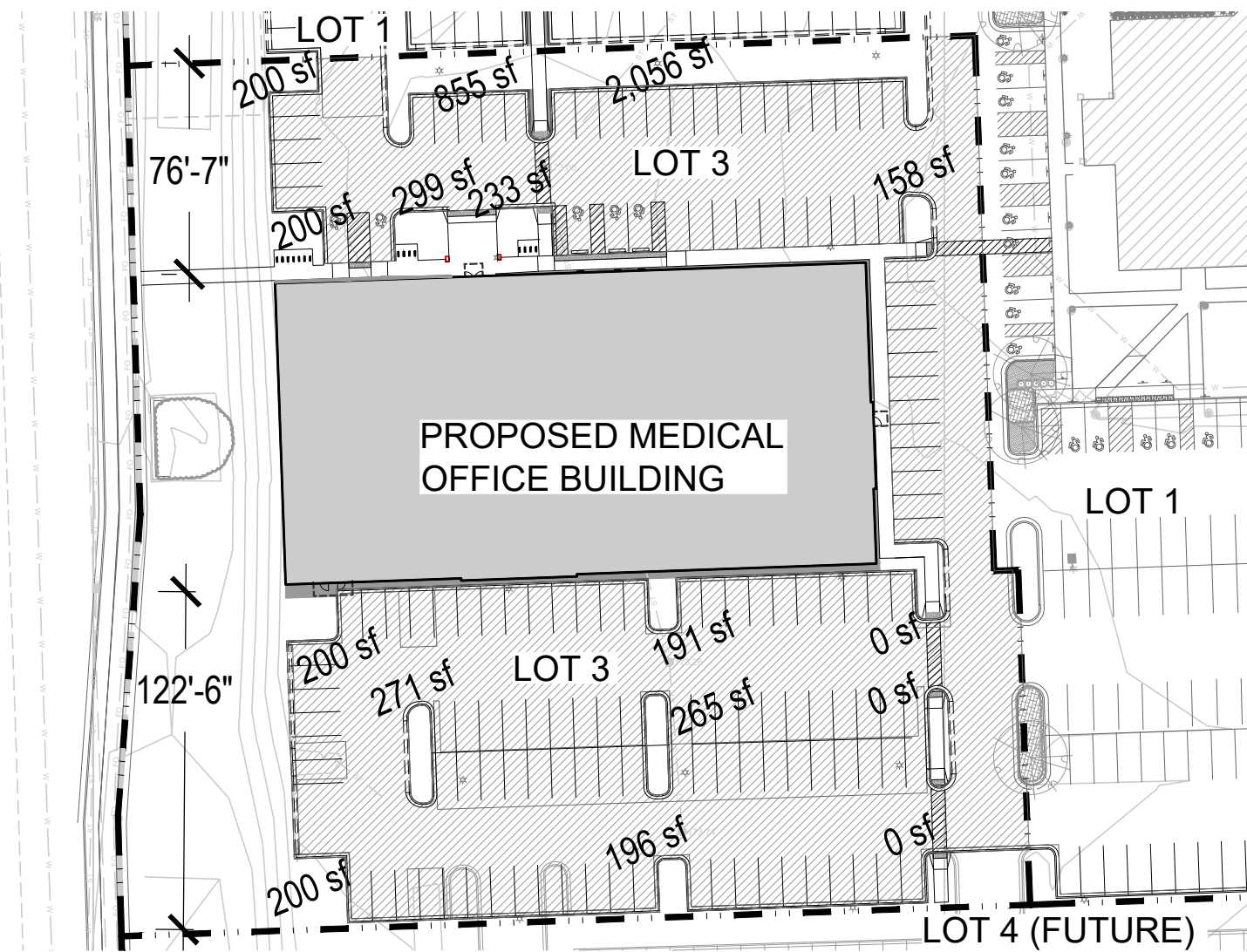
PROVIDED GREEN SPACE AS PER THE CURRENT PLAN = 5,374 SF

PER CITY ORDINANCE: 24.12.030 INTERIOR VEHICULAR USE AREA LANDSCAPING:

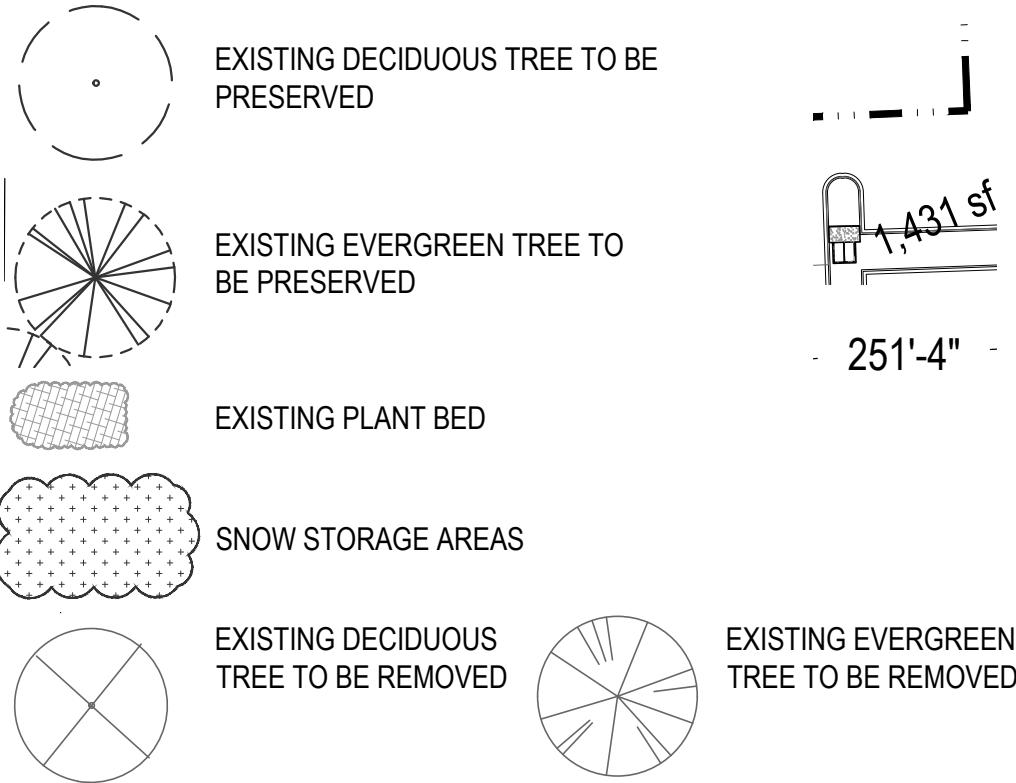
"LANDSCAPE ISLANDS AND MEDIAN MUST HAVE AN AREA OF AT LEAST 135 SQUARE FEET AND BE AT LEAST 10 FEET IN WIDTH."

"SHADE TREES MUST BE PROVIDED IN INTERIOR LANDSCAPE ISLANDS AT A MINIMUM RATE OF ONE TREE PER 180 SF OF REQUIRED INTERIOR LANDSCAPE AREA.

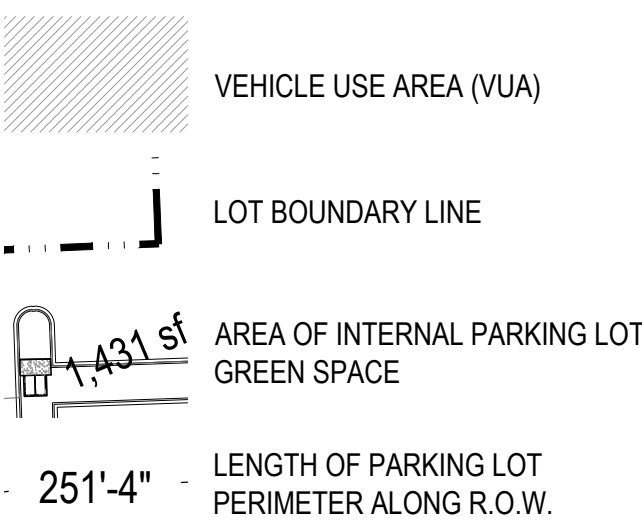
4,771 S.F. DIVIDED BY 180 S.F. = 27 TREES REQUIRED | TREES: 26 PROVIDED + 1 EXISTING DECIDUOUS TREE TO BE PRESERVED IN PLACE



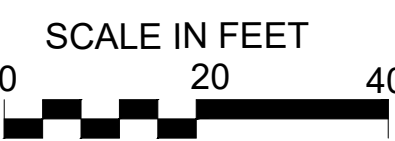
PLAN LEGEND



VUA DIAGRAM LEGEND



NOTE: AUTOMATED LANDSCAPE IRRIGATION SYSTEM TO BE INSTALLED. LANDSCAPE IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY LANDSCAPE CONTRACTOR OR IRRIGATION CONSULTANT



new eden

LANDSCAPE ARCHITECTURE

131 W. Seeboth Street, Suite 240
Milwaukee, WI 53204
Tel: (414) 530-1080 www.newedenlandscape.com

RESEARCH ONE - PHASE 2

10701 W. Research Drive
Wauwatosa, WI 53226

Irgens

Site Landscape Plan - Lot 3

NOT FOR CONSTRUCTION
These GMP documents are for review purposes only.

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New Eden Landscape Architecture, LLC

REVISIONS:

GMP SET/DESIGN DEV'T. 6/15/2023

PROJECT NO.: 22004-EUA-R2

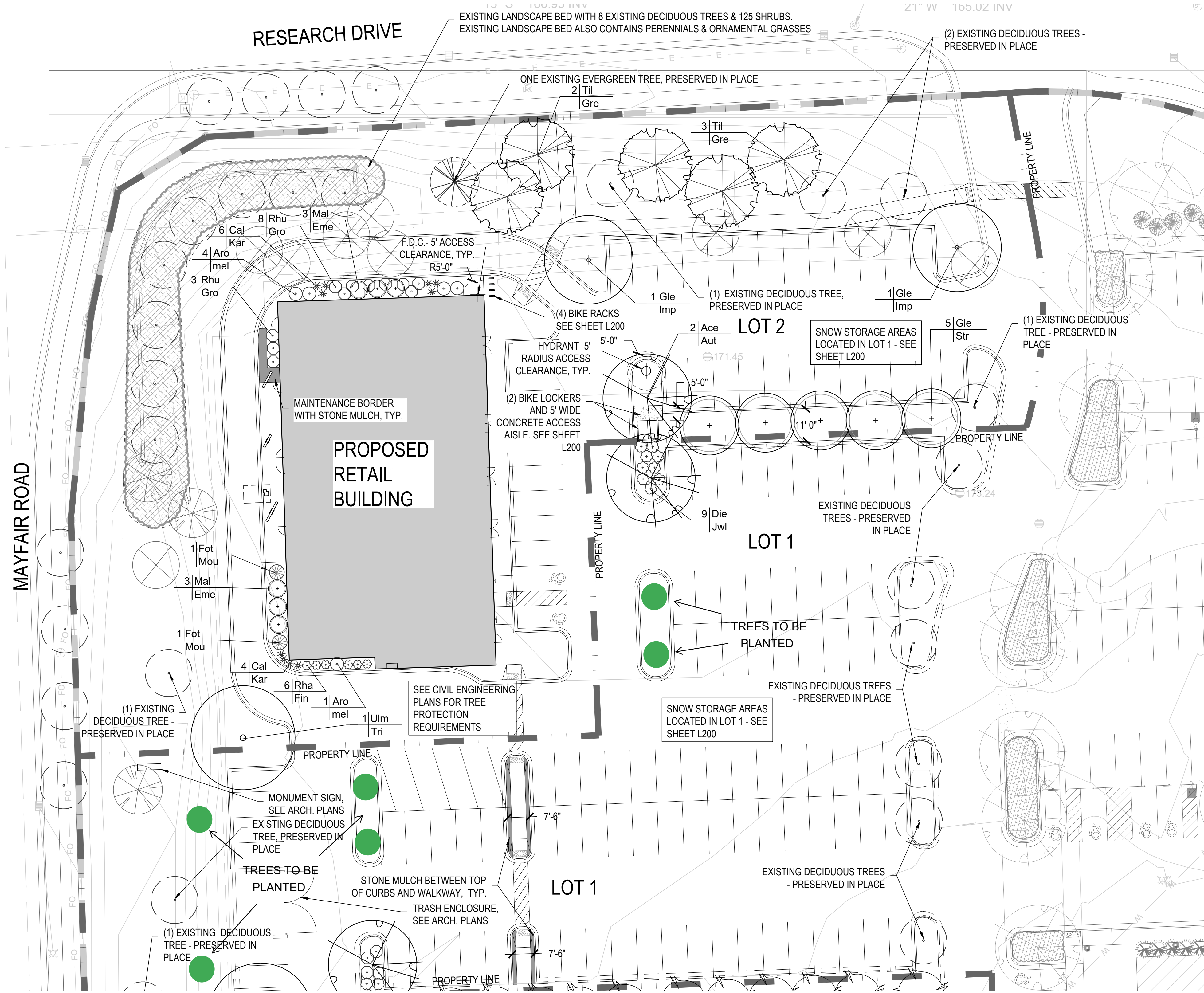
SCALE: 1" = 20'-0"

DATE: 06-08-2023

DRWN BY: JO CHKD BY: RS

SHEET:

L101



1 SITE LANDSCAPE PLAN - LOT 2
L100 SCALE: 1" = 20'-0"

PLAN LEGEND

- EXISTING DECIDUOUS TREE TO BE PRESERVED
- EXISTING EVERGREEN TREE TO BE PRESERVED
- EXISTING PLANT BED
- SNOW STORAGE AREAS
- EXISTING DECIDUOUS TREE TO BE REMOVED
- EXISTING EVERGREEN TREE TO BE REMOVED

CALL DIGGERS HOTLINE 1-800-242-8511 TOLL FREE
WE SINK, REPAIR AND REPLACE ANY CURBS OR DRIVEWAYS
M.L.R. AREA 220-1181

SCALE IN FEET
0 20 40

NORTH

WISCONSIN LANDSCAPE ARCHITECT
ROBERT H. STICKER
LA-57
MILWAUKEE WIS.
Robert H. Stickler
06/15/2023

LANDSCAPE CALCULATIONS FOR PERIMETER VEHICULAR USE AREAS - LOT 2:

PROPOSED RETAIL BUILDING:
PERIMETER LENGTH OF VEHICULAR USE AREA (VUA) ADJACENT TO STREET PUBLIC RIGHT OF WAY (ROW) - 425 L.F.

REQUIRED DECIDUOUS TREES AND SHRUBS (2 TREES AND 8 SHRUBS PER 50 L.F.)

DECIDUOUS TREES: 17 TREES REQUIRED / 12 EXISTING DECIDUOUS TREES PRESERVED IN PLACE + 5 NEW DECIDUOUS TREES ADDED 1 SHRUBS: 68 REQUIRED / 125 EXISTING SHRUBS PRESERVED IN PLACE

LANDSCAPE CALCULATIONS FOR INTERIOR VEHICULAR USE AREAS - LOT 2:

PROPOSED RETAIL BUILDING:
16,484 SQUARE FEET (SF) TOTAL VEHICULAR USE AREA (VUA)
TOTAL MINIMUM INTERIOR LANDSCAPE AREA (TMILA) IS 1,648 SF (10% OF 16,484 SF)

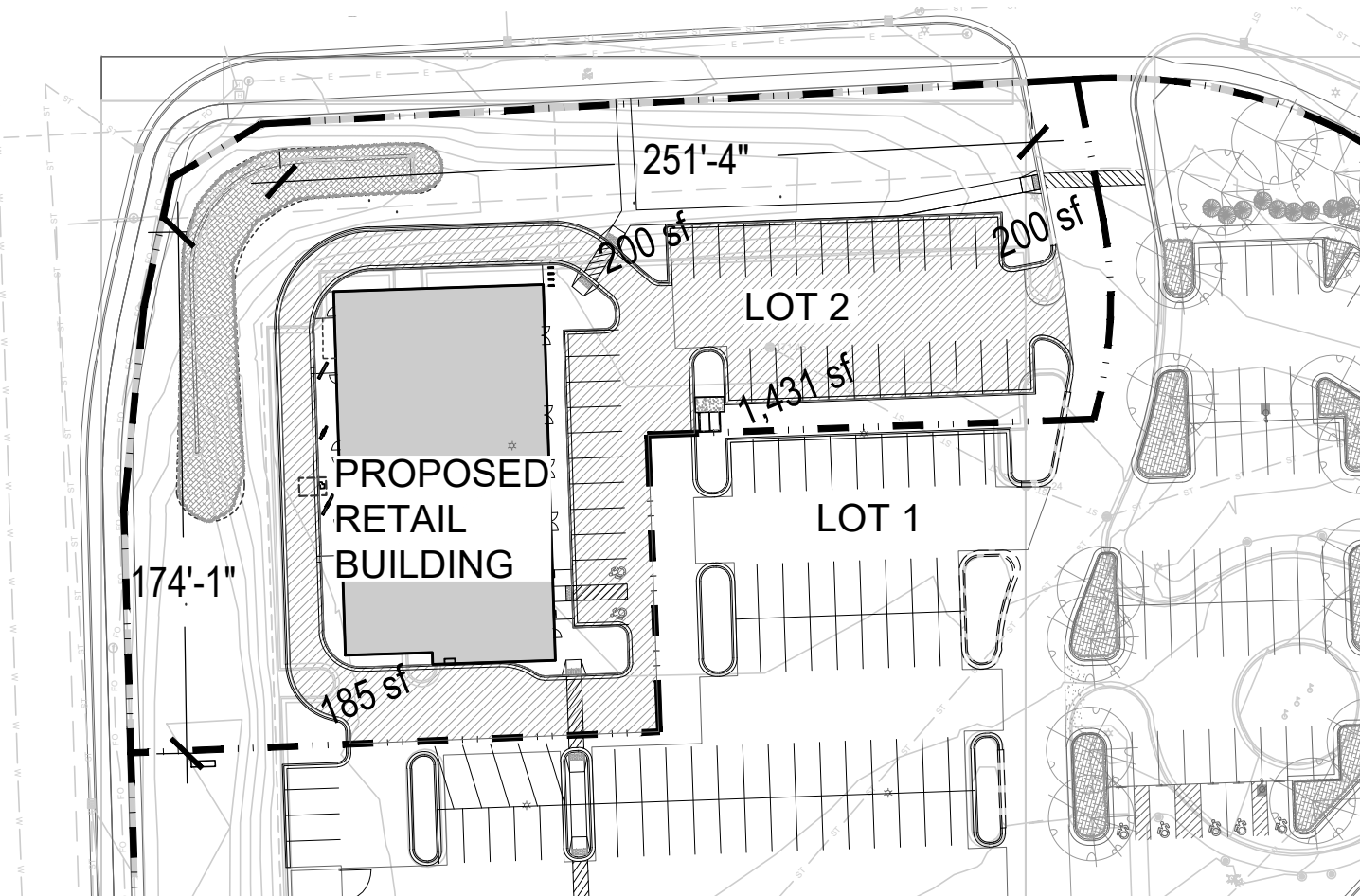
PROVIDED GREEN SPACE AS PER THE CURRENT PLAN = 1,831 SF

PER CITY ORDINANCE: 24.12.030 INTERIOR VEHICULAR USE AREA LANDSCAPING:

"LANDSCAPE ISLANDS AND MEDIAN MUST HAVE AN AREA OF AT LEAST 135 SQUARE FEET AND BE AT LEAST 10 FEET IN WIDTH."

"SHADE TREES MUST BE PROVIDED IN INTERIOR LANDSCAPE ISLANDS AT A MINIMUM RATE OF ONE TREE PER 180 SF OF REQUIRED INTERIOR LANDSCAPE AREA.

1,648 S.F. DIVIDED BY 180 S.F. = 9 TREES REQUIRED 1 TREES: 9 PROVIDED + 1 EXISTING DECIDUOUS TREE TO BE PRESERVED IN PLACE



VEHICLE USE AREA DIAGRAM:
not to scale

VUA DIAGRAM LEGEND

- VEHICLE USE AREA (VUA)
- LOT BOUNDARY LINE
- AREA OF INTERNAL PARKING LOT GREEN SPACE
- LENGTH OF PARKING LOT PERIMETER ALONG R.O.W.

PLANT SCHEDULE:

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
Deciduous Trees						
Ace / Aut	2	Acer x freemanii 'Jeffersred' PP 4864	Autumn Blaze Maple	2 1/2"-3"	BB	
Gle / Str	5	Gleditsia triacanthos 'Draves' PPAF	Street Keeper Honeylocust	2 1/2"-3"	BB	
Gle / Imp	2	Gleditsia triacanthos 'Impcole' PP 1605	Imperial Honeylocust	2 1/2"-3"	BB	
Mal / Em	6	Malus 'Jefgreen' PP 23,863	Emeralds Spire Crabapple	1 1/2"-2"	BB	
Til / Gre	5	Tilia cordata 'Greenspire' PP2,086	Greenspire Linden	2 1/2"-3"	BB	
Ulm / Tri	1	Ulmus 'Morton Glossy'	Triumph Elm	2 1/2"-3"	BB	
Deciduous Shrubs						
Aro / mel	5	Aronia melanocarpa	Black Chokeberry	24" - 30"	Cont.	
Die / Jwl	9	Diervilla lonicera 'Jewell'	Jewell Bush-honeysuckle	18" - 24"	Cont.	
Fot / Mou	2	Fothergilla major 'Mount Airy'	Mount Airy Fothergilla	30" - 36"	Cont.	
Rha / Fin	6	Rhamnus frangula 'Fine Line Ron Williams' PP14,791	Fine Line Buckthorn	24" - 30"	Cont.	
Rhu / Gro	11	Rhus aromatica 'Gro-low'	Gro-low Sumac	2 gallon	Cont.	
Ornamental Grasses						
Cal / Kar	10	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gallon	Cont.	

NOTE: AUTOMATED LANDSCAPE IRRIGATION SYSTEM TO BE INSTALLED. LANDSCAPE IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY LANDSCAPE CONTRACTOR OR IRRIGATION CONSULTANT



new eden

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RESEARCH ONE - PHASE 2

10701 W. Research Drive
Wauwatosa, WI 53226

Irgens

Site Landscape Plan - Lot 2



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New Eden Landscape Architecture, LLC

REVISIONS:

GMP SET/DESIGN DEV'T. 6/15/2023

PROJECT NO.: 22004-EUA-R2

SCALE: 1" = 20'-0"

DATE: 06-08-2023

DRWN BY: JO CHKD BY: RS

SHEET:

L100

**Research Drive Redevelopment
Landscaping Compliance Chart
8/2/2023**

Use Lot # Plan Date	Office <u>Lot 1</u> 8/12/2022 7/12/2023	Retail <u>Lot 2</u> 6/8/2023	Medical <u>Lot 3</u> 6/15/2023	TOTAL <u>Lots 1-3</u>
LANDSCAPE CALCULATIONS				
<u>INTERIOR VEHICULAR AREA</u>				
Total Vehicular Use Area	111,621	16,484	47,576	
<u>10% Interior Landscaping</u>				
Required Minimum Landscape Area	11,161	1,648	4,757	17,566
Provided Green Space	14,126	1,831	5,374	21,331
<u>1 Tree per 180 SF</u>				
Required Shade Trees	62	10	27	99
Provided Shade Trees	62	10	27	99
<u>Landscape Islands</u>				
Required Width per Island	10'-0"	10'-0"	10'-0"	
Total Islands Provided	40	5	18	63
Compliant Islands	40	5	10	55
Non-Compliant Islands	0	0	8	8
LANDSCAPE CALCULATIONS				
<u>PERIMETER VEHICULAR AREA</u>				
Perimeter Length	434	425	199	
<u>2 Trees per 50 LF</u>				
Required Trees	18	17	8	43
Provided Trees	18	17	8	43
<u>8 Shrubs per 50 LF</u>				
Required Shrubs	70	68	32	170
Provided Shrubs	74	125	32	231



MEMORANDUM

TO: City of Wauwatosa Board of Public Works

FROM: Rob Oldenburg

DATE: August 2, 2023

RE: Interior Vehicular Use Area Landscaping | Proposed Landscape Exception Request

On behalf of Research Medical Development Partners, LLC (the “Owner”), Irgens Partners, LLC (“Irgens”) is requesting an exception of Section 24.12.030, Interior Vehicular Use Area Landscaping, for the subject property located at 800 N. Mayfair Road (medical office). The property is zoned SP-Research Park and is located along Mayfair Road and Research Drive, at the gateway of the Milwaukee County Research Park (“MCRP”) and former site of United Healthcare’s regional headquarters.

Project Overview

The project consists of a two-story medical office building (“MOB”) with approximately 46,046 SF. With high demand for medical office space in the Mayfair Road corridor, the MOB is being promoted to healthcare providers seeking modern, visible, and accessible space in the submarket. It will be complementary to the breadth and acuity of services provided at the Milwaukee Regional Medical Center campus.

The MOB is part of a larger, mixed-use redevelopment of the former United Healthcare campus. Redevelopment plans include:

- Significant renovation and re-tenanting of an existing 130,000 SF office building, which was completed in 2022.
- Single-story retail center with approximately 8,650 SF positioned at the corner of Mayfair Road and Research Drive. Retail will include two fast casual restaurants, providing a significant amenity to the daytime office population at MCRP and the surrounding neighborhood.
- Four-story multi-family residential development consisting of approximately 200 units positioned at the south end of the property, adjacent to Wisconsin Avenue.

Upon final completion and stabilized occupancy, the redevelopment is anticipated to generate over \$50 million of incremental property value.

Life Sciences District Master Plan

The Wauwatosa Life Sciences District 2018-2038 Master Plan (the “Master Plan”) emphasizes the scarcity of development sites in Wauwatosa and potential for increasing density within MCRP, stating “much of the Westside Neighborhood includes properties that follow suburban business park patterns with large lawns, low density, high ratios of surface parking and lot lines that preclude urban reconfiguration.” The Master Plan

states that “these uses and patterns will remain as long as present property owners and occupants wish to continue their current pattern of activity. When owners and users wish to redevelop, such changes should conform to this Plan.”

The Master Plan furthermore acknowledges the value of potential redevelopment within the Mayfair Road corridor, stating that “Mayfair Road...represents one of the most valuable business arterials in Milwaukee County. Such value cannot be jeopardized.”

The proposed mixed-use development at MCRP presents a unique opportunity to implement recommendations from the Master Plan. To maximize the redevelopment potential of the site and achieve the density contemplated in the Master Plan, relief from the landscape code is necessary.

Proposed Improvements

The redevelopment has been conceived, sited, and designed as an integrated mixed-use campus with the site designed to utilize as much of the existing drive aisle, parking lot, and landscaping improvements as possible.

The 2.3-acre MOB site is currently improved with a surface parking lot designed with standard rows of 20 stalls, which are not compliant with current landscaping code. The western edge of the parking lot abuts the 50' setback line imposed by MCRP and is located at the base of a landscaped berm with varying height of 4' to 5' feet.





Owner originally planned to maintain the existing rows of 20 parking stalls. A majority of the parking areas on the MOB site would be improved through a “mill and overlay” of the existing asphalt with a portion requiring full pavement reconstruction. The concrete islands were planned to be replaced in their original configurations to increase the aesthetic quality and consistency within the redevelopment.

After discussions with city staff, several changes were made to enhance the aesthetic consistency within the redevelopment and to increase current code compliancy, including:

- Added pedestrian sidewalks to link the MOB to the adjacent retail project and to the Mayfair Road sidewalk.
- Reconfigured six existing islands and added four new islands to break up rows of 20 parking stalls. As a result, there are eight islands that do not meet the minimum width of 10’0” per Section 24.12.030 of the Code of Ordinances.
 - Four islands are between 7’3” and 7’11” in width and contain trees planted in a similar fashion to a standard 10’ island.
 - Four islands are between 7’0” and 9’10” in width and contain 5’ sidewalks to enhance pedestrian connectivity between the retail and future multi-family buildings. The balance of the islands will have landscaped strips ranging between 2’0” and 4’10”.

Alternative Options

In effort to be fully code compliant with the 10'0" island widths, Owner evaluated two alternatives:

- 1) **Expand the parking lots to the west by approximately 12'6"**. There are two concerns with this option. First, MCRP has a 50' setback requirement from the west property line. Parking expansion would require a variance from MCRP's Park Architectural Review Committee. Secondly, the parking lots about a 4'-5' landscaped berm. Expanding the parking lot to the west would necessitate a reconstruction of the entire berm to meet slope requirements and/or addition of a prohibitively expensive retaining wall. Additionally, several mature trees would be removed. Parking expansion is not a feasible solution as it imposes an undue legal and financial burden on the project.
- 2) **Eliminate 8 parking stalls**. Providing sufficient parking is critical to the long-term economic success of the entire development. Owner is proposing the absolute minimum amount of parking to satisfy the needs of the MOB, retail and office projects. Any loss of parking will threaten the business operations of the tenants, impair Owner's ability to attract new tenants, and potentially create a stigmatism that will directly impact long-term real estate value. Owner has followed the Master Plan guidelines by promoting an urban design concept and minimizing excess parking through shared parking, of which the Project and adjacent properties are reliant on.

Demonstration of Need

As the alternative options are not feasible, Owner is respectfully requesting an exception for the reduced landscape island widths. There is a demonstrated and unique hardship that exists on the property.

- **Exceptional circumstances pertaining to this lot do exist.** The site has unique and special circumstances in that: (A) the development includes the reuse of existing site improvements, the majority of which were planned to remain in their original location/configuration; (B) an existing 4'-5' landscaping berm provides a physical barrier to parking lot expansion, and the 50' wide berm is exceptionally unique to the urban landscape of Wauwatosa; and (C) site is located in the SP-Research Park zoning district, which has more conservative standards and multiple jurisdictional authorities over site planning.
- **The exception is necessary for the preservation and enjoyment of the property rights possessed by other properties in the district and vicinity.** Although located in the MCRP, the CSM subdivision effectively created additional properties within the Mayfair Road corridor. However, the more conservative SP-Research Park setback requirements create a competitive disadvantage compared to properties in the adjacent commercial zoning district. The exception allows the MOB site to enjoy property rights that are more consistent with properties in the Mayfair Road corridor.
- **The exception will not create a special detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this or to the public interests.** Granting an exception will not create a detriment to neighboring property owners. The MOB site is directly

adjacent to the existing office and future retail and multi-family properties sponsored by Irgens. The redevelopment is further bounded by Mayfair Road on the west, Research Drive on the north, and Wisconsin Avenue on the south.

- **The difficulty or hardship was not created by the property owner.** Owner acquired the improved site in March 2022. While Owner was involved in the CSM subdivision, the hardship is ultimately born from the SP-Research Park zoning and the site conditions along the west side of the property, which were constructed in 1995.

Mitigation Efforts

As Owner made significant effort to satisfy the requirements of the landscaping code, we continue to be challenged by specific conditions and characteristics of the existing property. In consideration of the exception request, please also consider the following:

- The redevelopment has exceeded the minimum landscaping requirements on other parts of the redevelopment:
 - Eight new deciduous trees will be planted in interior parking area adjacent to the medical property, mitigating the reduced number of trees in the islands with sidewalks.
 - Over 30 new trees were planted in 2022 between the office building and Research Drive.
 - Interior landscaped area on the office property exceeds the minimum requirement by approximately 3,000 SF (27% increase).
 - Interior landscaped area on the retail property exceeds the minimum requirement by approximately 180 SF (11% increase).
 - Interior landscaped area on the MOB property exceeds the minimum requirement by approximately 600 SF (13% increase).
- The overall landscape plan on the MOB site is consistent with the intent of the landscaping code. Specifically, trees planted in interior islands are intended to provide shade to the interior parking areas. The MOB site will provide the same amount of interior shading as a standard parking lot with rows of 15 stalls and 10'0" islands.
 - Four of the reduced width islands will contain trees in the same fashion as standard 10'0" islands.
 - Four reduced width islands with sidewalks are all located within 25' or less of other tree-planted islands. This provides comparable shade coverage as a 15 parking stall row.

We sincerely appreciate your consideration of this exception request.



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-575

Agenda Date: 9/5/2023

Agenda #: 2.

Consideration of request by Barbara Stanton for authorization of an encroachment in City right-of-way for landscaping in the 103rd Street median adjacent to 10222 W Beverly Place

Prior to the recent stormwater utility project through the 103rd Street median the neighborhood has maintain a butterfly garden and little free library within the median. Adjacent property owners are requesting to put the landscaping back in place, now that the construction is complete. Plant material and installation will be done by neighbors.

Staff has reviewed the attached plant list and layout and approved of proposed improvements. If approved, the City reserves the right to remove the improvements at any time without compensation to those who made the improvements.

Recommendation: Common Council Approval



Board of Public Works Application

City of Wauwatosa
7725 West North Avenue
Wauwatosa, WI 53213
414-479-8907
www.wauwatosa.net

Property Information

Project Address: 103rd Street Boulevard adjacent to 10222 W Beverly PL

Applicant or Agent Information

Name Barbara Stanton

Company _____

Address 10222 W Beverly PL

City Wauwatosa State WI Zip 53226

Phone 414-217-9910

Email bstanton1944@sbcglobal.net

Property Owner Information

Name Barbara Stanton

Company _____

Address 10222 W Beverly PL

City Wauwatosa State WI Zip 53226

Phone 414-217-9910

Email bstanton1944@sbcglobal.net

APPLICATION TYPE

All fees are \$100 unless noted.

- ☒ Encroachment
- ☐ Air Condenser Location
- ☐ Well abandonment
- ☐ City Co-Location
- ☐ Swimming Pool Location

- ☐ Property Maintenance Appeal
- ☐ Landscape Appeal
- ☐ Neighborhood Association Signs
- ☐ Extension of Work Hours
- ☐ Other

- ☐ Site Plan Appeal
- ☐ Commercial Fence Appeal
- ☐ ROW Construction Staging
- ☐ Parking Exception **\$150**

Make checks payable to: City of Wauwatosa

This application must be completed and filed with the Development Office and is required for Board of Public Works review.

Proposed Request- Specify reason for petition and what particular hardships are involved. Examples: insufficient lot area, insufficient front, side or rear setback, placement of equipment would decrease efficiency, etc.

Application is to replace butterfly garden residents were maintaining in the Boulevard

Applicant or Agent Signature: Barbara Stanton Date: 6/26/23

FOR CITY USE ONLY:

Accepted by _____
Date _____
Zoning District _____
Aldermanic District _____
MT# _____

Fee

Amount Paid _____

Receipt # _____

Date paid _____

Updated December 2021

Meeting Dates

BPW _____

Council _____

Other _____

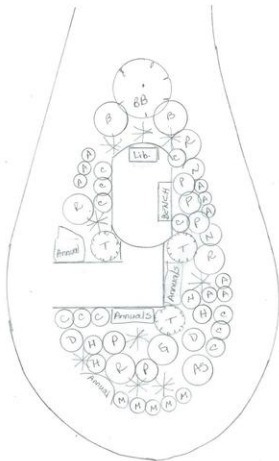


Encroachment Request

City of
Wauwatosa



Code	Plant, Common Name	#	Mature Size	Bloom Time	Bloom Color
A	Allium stellatum	9	24" x 10"	Light Pink	July-Aug
As	Aster 'Purple Dome'	1	24" x 24"	Purple	Sept-Oct
B	Boltonia	2	48" x 30"	White	Aug-Sept
BB	Butterfly Bush	1	4' x 4'	Purple	
C	Columbine	11	30" x 15"	Purple	May-June
D	Daisy	2	18" x 18"	White	July-Aug
G	Goldenrod	1	36" x 24"	Yellow	Aug-Sept
H	Hyssop	4	30" x 15"	Purple	July-Sept
M	Milkweed, native	5	36" x 12"	Pink	June-Aug
N	Nepeta 'Blue Wonder'	2	15" x 18"	Blue	June-Sept
P	Purple Coneflower	5	36" x 18"	Purple	July-Sept
R	Rudbeckia	4	18" x 24"	Yellow	June-Oct
T	New Jersey Tea	3	2' x 2'	White	June-July
✱	Prairie Dropseed	9	30" x 15"		





Staff Report

File #: 23-582

Agenda Date: 9/5/2023

Agenda #: 3.

Consideration of approval of funding agreement M10005WA03 with Milwaukee Metropolitan Sewerage District (MMSD) for sanitary sewer testing in the amount of \$41,140

A. Issue

Approval to execute a funding agreement with Milwaukee Metropolitan Sewerage District (MMSD) for work as a part of the Private Property Infiltration and Inflow (PPI/I) Reduction Program to test new technology that measures the amount if I/I in our sanitary sewers.

B. Background/Options

The City invests significant municipal and District funds in sewersheds within the City to reduce clear water entry into the sanitary sewer system. There is some new technology from Finland that reportedly will be able to analyze, in real time, sewage samples and calculate the amount of clear water in the sewage.

We have offered to partner with MMSD on field testing this technology. The attached agreement covers roles, responsibilities, and deliverables for the project.

This is a multi-year agreement. The work will begin in September and conclude in early 2025.

C. Strategic Plan (Area of Focus)

Infrastructure

D. Fiscal Impact

MMSD will reimburse us for all staff time and equipment to undertake the field testing.

E. Recommendation

Authorize execution of the attached agreement M10005WA03 for funding in the amount of \$41,140.

Recommendation: Common Council Approval

Funding Agreement M10005WA03

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West. Seeboth Street., Milwaukee, Wisconsin 53204-1446 and the City of Wauwatosa (Municipality) with its municipal offices at 7725 West North Avenue, Wauwatosa, Wisconsin 53213-0000.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program; with the District procuring contractors and consultants to perform private property I/I reduction work on the Municipality's behalf; and

WHEREAS, to support the Program The Water Council has provided funding to the District to support a pilot program for evaluating I/I using sample results and software developed by Aquapriori LLC, as described in Attachment C;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 31, 2025, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$41,140 for approved private property I/I costs incurred through the work described in Attachment A (“the Work”). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No additional reimbursement will be made for costs incurred prior to August 28, 2023, or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. RESERVED

5. RESERVED

6. RESERVED

7. RESERVED

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two (2) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All Municipal reimbursement requests for expenses shall include supporting documentation of the purchases;
- c. All time and pay documentation for Municipality’s internal staff time that is being requested for reimbursement shall include hourly billing rates, hours worked by individuals, and a summary of the tasks completed;

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Project Manager (PM):

Rebecca Specht, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. RESERVED

11. RESERVED

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

If the State of Wisconsin's Open Records Law, Wis. Stat. secs. 19.31 to 19.39, requires disclosure of a record related to this Agreement, then the Municipality and the District will cooperate to produce the record.

Milwaukee Metropolitan Sewerage
District

City of Wauwatosa

By: _____

Kevin L. Shafer, P.E., Executive
Director

By: _____

John Ruggini, Finance Director

Date: _____

Date: _____

By: _____

Steven A. Braatz, Jr., City Clerk

Date: _____

By: _____

Dennis R. McBride, Mayor

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Alan Kesner
Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2022 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Bill Wehrley	Municipality: City of Wauwatosa
Mailing Address: 7725 W. North Ave, Wauwatosa WI 53213	
Phone #: 414-479-8929	Email: wwehrley@wauwatosa.net
Primary Contact: Bill Wehrley	Primary Contact email: wwehrley@wauwatosa.net
Primary contact phone #: 414-479-8929	
Consultant (if applicable)	
Firm: N/A	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable. <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Investigative <input type="checkbox"/> Construction/Rehab <input type="checkbox"/> Post Project Evaluation <input type="checkbox"/> Training <input type="checkbox"/> Other	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 41140
3. Provide the scope of work that will be included in this work plan. Pilot project to determine the effectiveness of using Aquapriori technology from Finland to measure the amount of I/I in our sanitary sewer system. City staff will perform all of the field investigations. This funding request will cover the cost of equipment and City staff time for a two year pilot project. We will be utilizing MMSD's software subscription to cover these costs. Equipment and supplies are estimated at \$6,140 City staff time is estimated at \$17,500 each year for a two year pilot project equals \$35,000 Total cost is estimated at \$41,140 Testing would start in previously rehabbed area outlined in M10003WA06 and then progress to unrehabbed areas within to WA4001, WA4002, and WA4035 as resources, weather events, and timing allow.	
4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc. City staff will perform all of the field work and procure the required equipment as to complete field work. The District will provide the training and the software license will do the data analysis to determine the amount of I/I.	
5. What is the total number of properties in the project area?	1,200
6. What is the assumed number of participating properties?	1,200
7. What is your justification for the assumed participation rate? <input type="checkbox"/> Prioritization of properties based on investigative work <input type="checkbox"/> Assumed percent of total based on previous projects <input type="checkbox"/> Existing ROE agreements <input checked="" type="checkbox"/> Other (Fill in Blank): R&D	

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? <input type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input type="checkbox"/> 1961-1980 <input type="checkbox"/> 1981-Present				
2. What is the average lot size within the project area?		0.25	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres	
3. In this area, is it typical that foundation drains are connected?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. What sewershed(s) or metershed(s) is this project located in? WA3008, WA4001, WA4002, and WA4035 Testing could expand to other locations, city-wide, depending upon staff resources.				
5. Collection system characteristics in project areas:				
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):	
1940-60	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Asbestos	8", 10", 12"	<input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other	
		<input type="checkbox"/> Ductile Iron <input type="checkbox"/> Concrete <input type="checkbox"/> PVC		
6. Within the project area, is the mainline rehabilitated? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed. Not applicable to this work.				

7. Will public infrastructure work be contracted or completed with the private property work?

☐ Yes ☒ No

If “Yes”, provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- A north arrow, legend, and scale shall be included.
- Maps shall be at a 3:4 aspect ratio
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☒ Yes ☐ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

M10003WA06

2. Describe how the project area and approach was chosen and prioritized.

This is new technology that has not been implemented within the MMSD service area. One project area was chosen where grouting work has been completed under funding agreement M10003WA06. This project area was chosen due to historical work completed and the conditions of the neighborhood being conclusive to learning a new technology. The other project areas were chosen because peak wet weather flow limits are over allowed limits.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☒ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area?</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>5. Does the project area have a history of CSOs or SSOs?</p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>6. Does the municipality have recurring basement backup reports in the project area?</p> <p>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?</p>	<input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9
<p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p>	

9. Do you plan on collecting pre-project baseline data as part of this project?

☒ Yes – go to item 10

☐ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

We would test in our most recent workplan area before we grout laterals and then after grouting has been completed.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Tables of I/I estimates before and after grouting, and wet weather vs dry weather results in other areas where we are not actively grouting.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

Goals are to see if this new technology is accurate and repeatable in identifying I/I amounts.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e. municipal funds, grant funding, property owner cost share, etc. ☐ Yes ☒ No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Annually at the end of each testing season.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Maggie Anderson, Wauwatosa engineering, will submit for reimbursements.

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each. We will follow our written purchase policy	
7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs). MMSD will fund all of this project.	
8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)	

Name: John Ruggini	Position Title: Finance Director
Name: Alan Kesner	Position Title: City Attorney
Name: Dennis McBride	Position Title: Mayor
Name: Steven A. Braatz, Jr	Position Title: City Clerk
Name:	Position Title:
Name:	Position Title:

VIII. PUBLIC OUTREACH

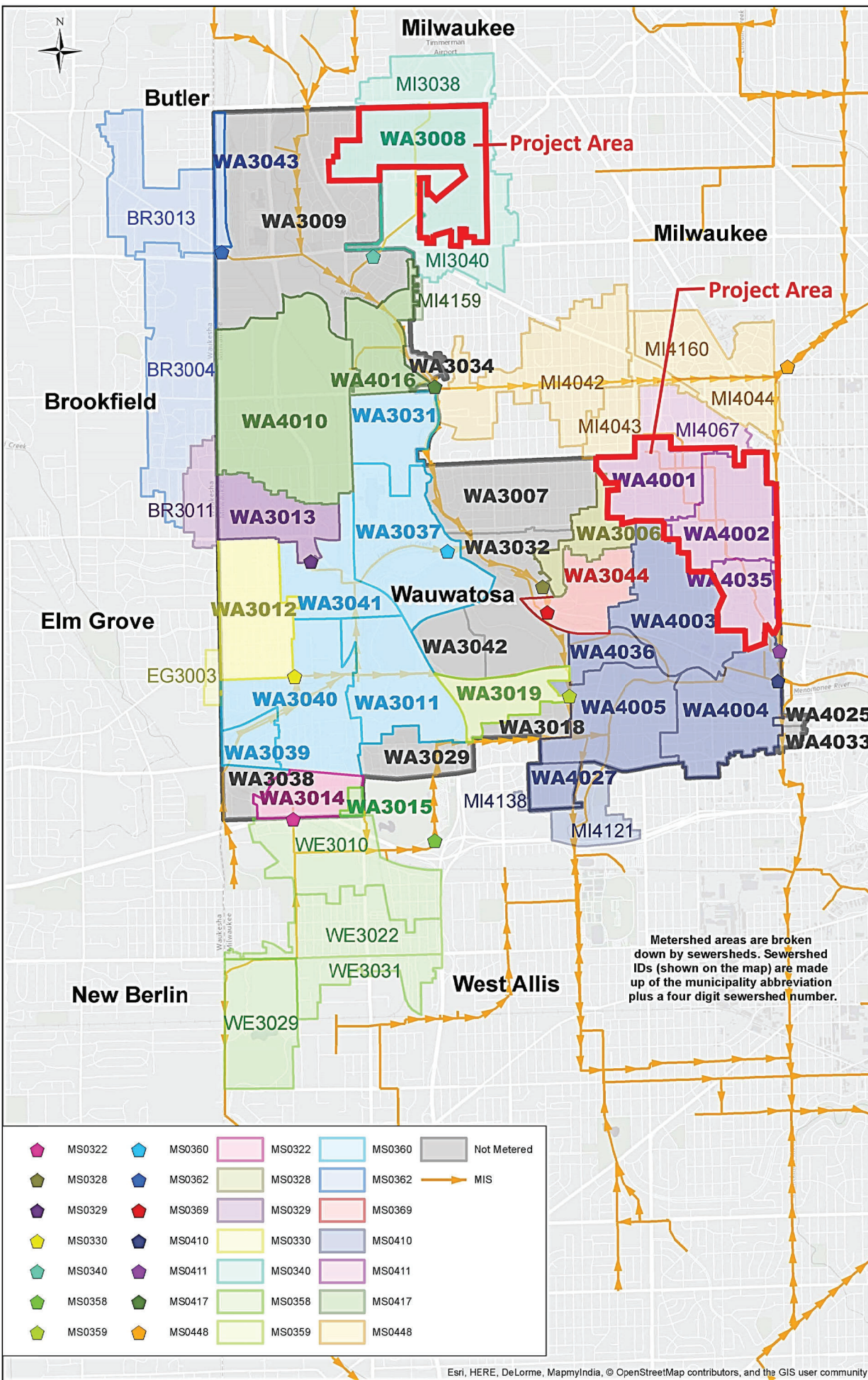
1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

We will publish information on our city website if the information proves to be usefull.

PROJECT SCHEDULE

Date	Task
8/28/2023	Execution of funding agreement
8/28/23 - 9/1/23	AquaDuoscope Training
9/11 - 10/30/24	Field testing of AquaDuoscope
10/31/24 - 12/31/24	Report
12/31/24	Expiration of AquaDuoscope Licenses
12/31/24-1/31/25	Provide Deliverables to MMSD
1/31/25	Expiration of Funding Agreement

WWPF Metersheds For Wauwatosa



M10005WA03 Engineer's Cost Estimate

	<u>Units</u>	<u>Cost</u>	<u>Total</u>
<u>Equipment</u>			
Extech Instruments RE300 ExStik ORP Meter	1 Each	\$150.00	\$150.00
Extech EC510 Waterproof ExStik II pH/Conductivity Meter Kit	1 Each	\$200.00	\$200.00
1 Qt Bucket	2 Each	\$10.00	\$20.00
1 Gallon Bucket	2 Each	\$15.00	\$30.00
2 Gallon Bucket	2 Each	\$15.00	\$30.00
7-30 ft Long Telescopic Extension Pole with Utility Hook	1 Each	\$120.00	\$120.00
Flash lights	2 Each	\$20.00	\$40.00
Sampling Liquids	1 LS	\$50.00	\$50.00
Use of Manhole PowerArm Electric Winch to open manhole lids	275 Each	\$20.00	\$5,500.00
<u>Staff Time</u>			
Wauwatosa Field Staff (8/28/23 - 12/31/24)	350 Hours	\$100.00	\$35,000.00
Total			\$41,140.00

ATTACHMENT B

Agreement Deliverables

Investigation Deliverables (To be submitted as indicated during the investigation):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement and updated monthly.
3. Progress reports on project activities shall be provided to the District PM via email on a monthly basis.
4. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.

Post-Investigation Deliverables (To be submitted prior to final reimbursement being processed):

5. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format, prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
6. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
7. A technical memo shall be provided to the District via the Municipal portal. The technical memo should summarize the following: the testing activities, project areas assessed, conclusions, recommendations for future use of the product, lessons learned, and next steps proposed to be taken based on the conclusion of the testing.

ATTACHMENT C
Pilot Program Grant Agreement w. Aquapriori LLC



Pilot Program Grant Agreement

Grantor: The Water Council, Inc.
Grant Agreement number: PP-1-2023

The grant to your organization from The Water Council, Inc. (TWC) is for the explicit purpose(s) described below and in your grant application to TWC and is subject to your acceptance of the following conditions. **PLEASE EMAIL ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE WATER COUNCIL, INC. to ajensen@thewatercouncil.com to acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed.**

Grantee: Harri Rautio, Aquapriori LLC

Amount of Grant: \$20,000 (see note under Special Provisions below)

Date Authorized: 4/19/2023

Grant Purpose: See attached proposal

Date Grant Period: Beginning: Upon execution Ending: 12/31/2024

Payment/Report Schedule:

Date	Amount	Required Milestones
8/1/2023	\$4,000 max	Agreement Execution and grantee written timeline and compensation for travel per the special provisions.
9/15/2023	\$4,700	Compensation for in person training.
5/15/2024	\$5,500	Compensation for one-half of cost for the software licenses and technical support.
12/15/2024	\$5,500 (subject to Special Provision noted below)	Compensation for one-half of the cost for the software licenses and technical support.

Payments will be sent from The Water Council to: Harri Rautio, Aquapriori LLC (or by electronic transfer).

Special Conditions: See attached proposal, milestones and budget; grantee to provide project timeline

SPECIAL PROVISIONS:

The grant is awarded as an amount not to exceed \$20,000. Travel will be reimbursed up to the value of actual costs and shall not exceed \$4,000. Reimbursable travel expenses are as outlined in the Proposal provided by Aquapriori LLC and shall be supported by copies of receipts submitted to TWC. All travel expenses shall be filed for reimbursement within 90 days of return travel.

All grants are made in accordance with the requirements of any entity that provided funding to The Water Council, Inc. in support of this specific grant as well as in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under.

Parties will ensure that only municipal assets (i.e., manholes) will be accessed, not any asset owned by MMSD. Representatives of MMSD and the municipalities must be on site to supervise the demonstration.

Please read the following carefully:**I. EXPENDITURE OF FUNDS**

This grant is to be used only for the purpose described in the grant proposal and in accordance with the approved budget including pilot insurance costs (if applicable). The program is subject to modification only with TWC's prior written approval.

A. Grantee shall return to The Water Council, Inc. any unexpended funds:

1. At the end of the grant period, OR
2. If TWC determines that Grantee has not performed in accordance with this agreement and approved program/budget

B. No funds provided by TWC may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees are required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of The Water Council, Inc or the Milwaukee Metropolitan Sewerage District.

C. Unless specifically authorized by TWC, expenses charged against this grant may not be incurred subsequent to the termination date and may be incurred only as necessary to carry out the purposes and activities of the approved program.

D. Grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

E. Grantee will provide documentation and receipts for pilot-related travel which will be reimbursed separately under the grant.

II. GRANT PERFORMANCE EXPECTATIONS

B. Project will be overseen by MMSD to ensure successful completion of the project.

III. REPORTING REQUIREMENTS - None

IV. MARKETING, PUBLIC RELATIONS, AND SOCIAL MEDIA

- A. Grantee will include The Water Council, Inc.'s logo and denote TWC as a supporter of the project on printed materials, event announcements, Grantee's or project's website, social media and other media/public outlets.
- B. The Water Council, Inc. staff will have direct involvement with any related marketing materials and events such as major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, etc. MMSD will be provided a draft of all marketing, reporting, or news related materials that are intended to be published and available for general access including but not limited to outreach, news articles, or social media posts t a minimum of 2 weeks before publish date to review and provide comment.
- C. Grantee will provide before and after photos showing the work that was completed under the grant. Grantee is encouraged to share other photos, video clips, news articles and other outreach materials that show the impact of TWC's grant.
- D. Any signage to be installed at the site will:
 - 1. Be designed or approved by The Water Council, Inc.;
 - 2. Be placed in a location approved by The Water Council, Inc. and any other necessary entities (property owner, City officials, etc); and
 - 3. Identify The Water Council, Inc. and its funding partners as funding the project.

V. CONFIDENTIALITY

During and after the term of this Agreement, neither TWC nor Grantee will share the other Party's proprietary or confidential information with third parties except as allowed by the disclosing Party, but TWC and Grantee do agree to cooperate to the extent necessary to fulfill the requirements of the grant or to comply with applicable law, a subpoena, or other court order. The Grantee does agree to share performance results of the pilot demonstration with TWC as non-confidential information for the purpose of fulfilling the requirements of the grant.

VI. PERMITS, CERTIFICATES, AND LICENSES

Grantee will comply with all applicable federal, state, and local laws and will obtain all permits, certificates or licenses required for the work to be performed under this Agreement.

VII. INSURANCE

- A. The Water Council will not provide any insurance coverage of any kind for Grantee or Grantee's employees or contract personnel.
- B. Grantee will maintain and insurance policy to cover any negligent acts or damage committed by Grantee or Grantee's employees or agents while engaged in the on-site piloting of demonstration activities related to this Agreement.
- C. Grantee will indemnify The Water Council against any and all claims, demands, and causes of action for bodily injury to or death of persons or for damage to or destruction of property to the extent they result from negligent acts of Grantee while performing services under this Agreement.
- D. Grantee will provide a Certificate of Insurance to The Water Council, Inc. as evidence of this insurance coverage and will provide this proof of insurance before setting up the pilot at the demonstration site.

VIII. SITE OPERATIONS AND MAINTENANCE

Grantee will provide ongoing tech support to answer questions and/or correct processes as stated in the attached proposal.

IX. MODIFICATIONS TO THE AGREEMENT

The Water Council and Grantee may modify this Agreement by a written amendment signed by both parties.

X. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that The Water Council, Inc. has no obligation to provide other or additional support to Grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to The Water Council, Inc. of any amounts subject to the violation.

The parties have executed this Agreement as indicated by signature below. The Effective Date is the date of the last party's signature.

Grantor: The Water Council, Inc.


Grantee: Harri Rautio, CEO Aquapriori LLC

DocuSigned by:

1629AF19C28643F...
Karen Frost
VP Economic Development & Innovation

6/14/2023

Date

DocuSigned by:

9D86A3A213EA457...
Harri Rautio
CEO, Aquapriori

6/14/2023

Date

DocuSigned by:

FD39989DD132452...
Amy S. Jensen
CFO & COO

6/15/2023

Date

Sääksjärventie 2
40930 KINKOMAA
FINLAND
tel. +358 40 585 1968
www.aquapriori.fi

30.03.2023_updated

Becky Specht / Matthew T. Magruder
Milwaukee Metropolitan Sewerage District, MMSD
Milwaukee WI, USA



Revised quote for MMSD Sanitary Sewer System I/I Pilot Project 2023 according to Matt's email on the 17th and Becky's email on the 29th of March 2023.

Task	Details	Total Price
1. AquaDuoscope®- Training (in person, Jukka Sandelin and Harri Rautio)	<p>Training day 1 Theory Part, 4hrs:</p> <ul style="list-style-type: none"> • Theoretical background of the AquaDuoscope®-technology • measurement practices • Using AquaDuoscope®-SaaS • Measure Planning • Equipment check • Training day documentation¹ <p>Training day 2 Practicing, 5hrs:</p> <ul style="list-style-type: none"> • Onsite fieldwork exercises • Sample taking • Recording the results into the AquaDuoscope®-SaaS. • Training day documentation, videos <p>Training day 3 Summary, 4hrs: How theory met Practice?</p> <ul style="list-style-type: none"> • Pros and cons • What did we learn on fieldwork exercises? 	\$4,700

	<ul style="list-style-type: none"> Is it different to measure in spring, after the road salting season? 	
2. AquaDuoscope®-SaaS Portal licenses ² for the years 2023 and 2024	5 admins and 6 users (\$1,000 each). In addition, we offer an option for 2 additional licenses at the price of \$1,000 each.	\$11,000
3. Travel expenses	Air travel and insurance for 2 people Car usage costs for 4-5 days, including rental fee, insurance, taxes, and fuel Accommodation for 2 people, 4 nights Total Travel Expenses	approx. \$1,000-1,100/person x 2 people = \$2,000-\$2,200 approx. \$1,000 approx. \$120/night/person x 2 people = \$960 \$4,000
4. User support	4 support contacts ⁴ via Teams/emails per month for 7 months	
5. MMSD measuring <i>results</i> ⁵ in MMSD's sewer system	Export all data collected in MMSD's sewer system before the end of the year 2024.	
	Total Price	\$19,700

Please note that the prices do not include possible taxes.

1. Documentation of the Theory Day is implemented with videos that are available in the AquaDuoscope® portal. Fieldwork exercises are recommended for video recording by the participants.

2. A license for the AquaDuoscope® portal is \$1,000 each. So 5 admin and 6 user licenses cost in total \$11,000. This is the usage fee for 5 admins and 6 users until the end of 2024. This fee does not include the additional 2 licenses (option). After a purchase order, we will create an organization, MMSD, for our portal. The MMSD will include 5 admins and 6 users, and the option for 2 additional licenses. You can activate these 2 additional licenses anytime during the Pilot Project Period by paying the license fee of \$1,000 each. This MMSD organization will be valid until the end of 2024.

4. The pilot project's total costs include user support. Each contact lasts for 30 minutes. It makes 4 contact x 7 months x 30min = 840 minutes of user support.

5. The *results* include CSV format information such as the manhole ID, Pipe direction, Inflow/Infiltration content of the sample (%), measuring date, and the name of the sampler.

Sääksjärventie 2
40930 KINKOMAA
FINLAND
tel. +358 40 585 1968
www.aquapriori.fi

30.03.2023_updated

The results can only be viewed and downloaded by MMSD and the service administrator Aquapriori, not by others. This data, the *results* is owned only by the MMSD and is available to load by any MMSD's admin in the CSV format at any time during the contract period.

Our contact person is Mr. Harri Rautio, CEO.

harri.rautio@aquapriori.fi
tel. +358 40 585 1968

WE CHERISH WATER



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-583

Agenda Date: 9/5/2023

Agenda #: 4.

Consideration of approval of Change Order Number 2 for Contract 21-55 Blanchard Street Pumping Station

A. Issue

City staff is requesting approval of Change Order Number 2 for Contract 21-55 Blanchard Street Pumping Station in the amount of \$38,365.

B. Background

Per the attached change order description, during the installation of the new process water pipe in the Blanchard Street pumping station it was determined the proposed alignment would interfere with an existing steel support beam. Piping modifications will need to be made for the realignment of this process piping and new water pumps. Also, the existing concrete water pump bases are at different elevations than the new pumps provided. Pump base and piping modifications will be needed to align the existing process piping to the new pumps.

C. Fiscal Impact

The contract price prior to this change order was \$1,237,355. The new contract price incorporating this change order of \$38,365 will be \$1,275,720. The original 2021-2025 CIP budget for the contract was \$1,300,000.

D. Recommendation

Approval of Change Order Number 2 for Contract 21-55 Blanchard Street Pumping Station in the amount of \$38,365.

Recommendation: Common Council Approval

Date of Issuance: August 17, 2023	Effective Date: August 17, 2023
Contract: Blanchard Street Pumping Station Modifications	Owner: City of Wauwatosa
Contractor: Midwest General & Mechanical Contractors, Inc.	Owner's Contract No.: 21-55
Address: 811 Barnard Street	Engineer: Ruekert & Mielke, Inc.
Highland, WI 53543	Engineer's Project No.: 8082-10006
	Effective Date of Contract: May 4, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:

- Pumps four and five modifications.
- Pumps one and two modifications.
- Lower level process piping modifications.
- Change in Contract times.

Reason for Change Order:

- The new pumps provided for pump designations 4 and 5 are mounted on steel skids with a higher elevation than the existing pumps which didn't allow for the existing process pipe to align with the new pumps. This required cutting of the existing concrete pump bases and piping modifications to align the existing process piping to the new pumps. This change order covers the cost for the equipment, parts, and labor to perform the pump base and process pipe modifications.
- During installation of the process pipe in the lower level, it was determined that the process piping alignment would interfere with an existing steel support beam. Additional piping modifications will need to be made to realign the process piping around the beam. This change order covers the cost for additional pipe, fittings, and labor for the realignment of the process piping.
- Additional process piping modifications were required to allow for the installation and alignment for new pumps 1 and 2. This required additional pipe and uni-flanges to be provided. This change order covers the cost for the additional pipe, fittings, and labor for the piping modifications.

Attachments:


- Letter from Midwest General & Mechanical Contractor's, Inc. dated August 8, 2023.


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 1,215,655.00	Original Contract Times: Substantial Completion: <u>October 31, 2022</u> Ready for Final Payment: <u>November 30, 2022</u>
Increase/Decrease from previously approved Change Orders: \$ 21,700.00	Increase from previously approved Change Order No. 1: Substantial Completion: <u>107</u> Ready for Final Payment: <u>107</u> days
Contract Price prior to this Change Order: \$ 1,237,355.00	Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2023</u> Ready for Final Payment: <u>October 31, 2023</u> days or dates
Increase of this Change Order: \$ 38,365.00	Increase of this Change Order: Substantial Completion: <u>January 15, 2024</u> Ready for Final Payment: <u>February 15, 2024</u>
Contract Price incorporating this Change Order: \$ 1,275,720	Contract Times with all approved Change Orders: Substantial Completion: <u>January 15, 2024</u> Ready for Final Payment: <u>February 15, 2024</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: 
Engineer (Authorized Signature)

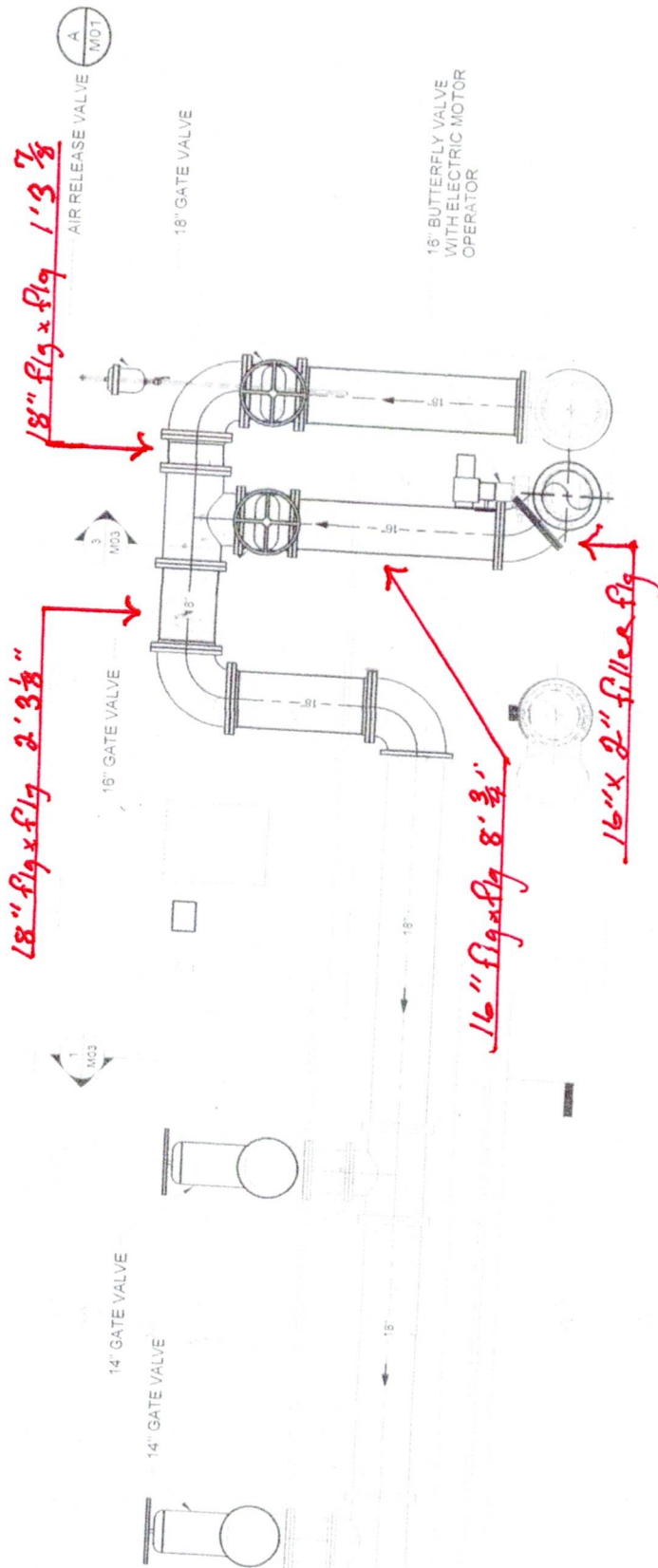
Signature: 
Owner (Authorized Signature)

Signature: 
Contractor (Authorized Signature)

Date: August 17, 2023

Date: 8/23/2023

Date: 8/18/23



SECTION 4
SCALE: 3/8" = 1'-0"

PRESSURE GAUGE

TEE WITH PILLS



Change Order #2

From: Midwest General & Mechanical Contractors, Inc.
P.O. Box 305
Highland, WI 53543
Phone: 608-943-8541 Fax: 608-943-8553

To: City of Wauwatosa DATE: 8/08/23
Attn: Cory Mason
Email: cmason@wauwatosa.net

Midwest General & Mechanical Contractors, Inc. proposes to supply and install the following:

Pumps Four & Five

	Hard Rock Sawing & Drilling		\$ 2,300.00
(2)	12" Uni - flg	\$ 400.00	\$ 800.00
(32 mh)	Assist in concrete removal and reman spools and pipe as necessary	\$ 95.00	\$ 3,040.00
(4)	Hotel rooms	\$ 150.00	

Pumps one & two

(1)	18" flg x flg DIP 1' 3 7/8"		\$ 3,760.00
(1)	18" flg x flg DIP 2' 3 1/8"		\$ 3,988.00
(1)	16" flg x flg DIP 8' 3/4"		\$ 4,985.00
(2)	12" flg x PE DIP 1' 4"		\$ 1,800.00
4 (6)	12" Uni- flg		\$ 2,400.00 1,600
(1)	16" x 2" Filler flg		\$ 795.00
	Threaded rod & nut's		\$ 720.00
	Shipping		\$ 2,500.00
(64 mh)	Meet to discuss options / remove 45 bend / T and concrete necessary to rotate T to 90	\$ 95.00	\$ 6,080.00
(8)	Hotel rooms	\$ 150.00	\$ 1,200.00
			\$ 34,968.00
	Overhead & profit	12%	\$ 4,197.00
	TOTAL CHANGE ORDER:		\$ 39,165.00 38,365

We propose to furnish material and labor – complete in accordance with the above specifications for the sum of:

THIRTY-NINE THOUSAND ONE HUNDRED SIXTY FIVE AND 00/00 _____ dollars

Respectfully submitted: Chuck Zwolanek
President, Midwest General &
Mechanical Contractors, Inc.

Acceptance of Proposal

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

DATE OF ACCEPTANCE:

SIGNATURE _____

SIGNATURE _____



Staff Report

File #: 23-584

Agenda Date: 9/5/2023

Agenda #: 5.

Consideration of approval of an emergency purchase of two Supervisory Control and Data Acquisition (SCADA) computers for Water Utility Operations from Energenecs in the amount of \$24,864

A. Issue

City staff is requesting approval of an emergency contract with Energenecs in the amount of \$24,864 to purchase and install two Supervisory Control and Data Acquisition (SCADA) computers and associated software.

B. Background

The Department of Public Works Water Utility utilizes a SCADA computer system to monitor and control the operation of the City's water system. The two SCADA computers were budgeted for replacement in 2024, however, the primary SCADA computer failed beyond repair on August 2nd, 2023. The backup SCADA computer, which is the same age, is now controlling the operation of the water system. If this SCADA computer were to fail the Water Utility would be forced to staff each pumping station 24-7 and perform continuous rounds of the water tanks to monitor water levels. With this being a very inefficient and costly way to operate the Water Utility, authorization was already given to Energenecs to supply the two SCADA computers.

C. Fiscal Impact

Contract with Energenecs in the amount of \$24,864 to be paid through a fund transfer as needed from the 2024 Water Utility budget.

D. Recommendation

Approval of an emergency contract with Energenecs in the amount of \$24,864 to purchase and install two Supervisory Control and Data Acquisition (SCADA) computers and associated software.

Recommendation: Common Council Approval



Proposal

DATE: August 9, 2023

PROJECT: Wauwatosa Water Utility
SCADA Computer

TO: Adam Florin

Energenecs is pleased to offer the following scope of responsibility for Wauwatosa's SCADA computer project.

Main SCADA Computer - DPW

Energenecs will provide the following:

- (1) SCADA Computer, Windows 11, MS Office
- (1) Wonderware License Upgrade
- (1) WIN-911 Modem
- (1) Update WIN-911 & XL Reporter licenses (on support until August 2024)
- (1) Technical Services: Installation of new software and associated updates, port and convert existing application. No additional programming services and/or troubleshooting are included as part of this scope.

Backup SCADA Computer – Potter Rd

Energenecs will provide the following:

- (1) SCADA Computer, Windows 11, MS Office
- (1) Wonderware License Upgrade
- (1) WIN-911 Modem
- (1) Update WIN-911 & XL Reporter licenses (on support until August 2024)
- (1) Technical Services: Installation of new software and associated updates, port and convert existing application. No additional programming services and/or troubleshooting are included as part of this scope.

Exclusions

- Existing computer monitors, keyboards, and mouse to remain and be reused
- Cost of WIN-911 & XL Reporter licenses are not included in price. We will be update licenses due to Wauwatosa Water Utility being on active support.

Total Price: \$24,864.00 (12,432.00 per computer)

All applicable taxes will be added to the above price.
Energenecs terms and conditions attached apply



Sincerely,

Nick Crevcoure
Sales Engineer
Energenecs
414-313-0051



Terms & Conditions

PURCHASE ORDER FORMS

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

PRICES

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

FORCE MAJEURE

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

PAYMENT

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.



SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc.

Jared Feider

I accept this proposal and all terms thereof:

Accepted:

Title:

Date: _____

PO #: _____

**TO: BOARD OF PUBLIC WORKS
FOR COMMON COUNCIL APPROVAL**

**SUBJECT: EMERGENCY PURCHASE UNDER SECTION
3.20.040 (4) OF THE WAUWATOSA CITY CODE**

DEPARTMENT: _____

DATE OF PURCHASE: _____

AMOUNT: _____

ITEM OR SERVICE PURCHASED: _____

VENDOR NAME
AND ADDRESS: _____

EXPLANATION OF CIRCUMSTANCES (to be entered in the Common Council minutes):

Department Head
Approval signature: _____

Date: _____

Purchasing
Approval signature: _____
Purchasing Manager

Date: _____



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-624

Agenda Date: 9/5/2023

Agenda #: 6.

Consideration of approval of overnight work for a water main connection on Watertown Plank Road at 118th Street

A. Issue

A request has been made to work overnight near the intersection of 118th Street and Watertown Plank Road.

B. Background/Options

DF Tomasini is relaying watermain on Watertown Plank Rd. as part of the extension of water main to serve a portion of Elm Grove. As part of this work, a connection to the existing water main needs to be made which requires shutting down the one of the main water main feeds supplying the western zone of the City. Due to the high impact of the shutdown, the connection requires working overnight from 7pm to 5am when demand on the water system is lower than daytime high demand periods. DF Tomasini is requesting to have this overnight work approved by the board in order to make this connection on Watertown Plank Road near 118th St. during the overnight period on Thursday night September 7th beginning at 7pm thru Friday morning September 8th at 5am.

C. Strategic Plan (Area of Focus)

Infrastructure.

D. Fiscal Impact

None.

E. Recommendation

Allow overnight work to be completed by DF Tomasini Thursday night September 7th beginning at 7pm thru Friday morning September 8th at 5am.





Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-462

Agenda Date: 9/5/2023

Agenda #: 7.

By: Board of Public Works

Partial Payments

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.

<u>Contractor</u>	<u>Payment No.</u>	<u>Contract/Project No.</u>	<u>Amount</u>
WI Dept of Transportation	1-3	323000010/ Proj 1107 2135-04-71 C WAUWATOSA W NORTH	\$320,523.09
Wi Dept of Transportation	1-2	323000011/ Proj 1107 2135-04-72 C WAUWATOSA W NORTH	\$1,859,297.89



Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 23-577

Agenda Date: 9/5/2023

Agenda #: 8.

Project Updates

21-47/48 Zoo Interchange North Leg (WisDOT Project)

- Work and lane closures continue at the freeway overpasses at North Avenue and Mayfair Road to accommodate work overhead on the freeway structures.
- Night work is planned to take place the week of the 5th and the night of Sept 11th to switch traffic on the freeway.
- The contractor will have North Avenue reduced to a single lane in each direction and is anticipated to remain in place thru late 2023 near the freeway to facilitate construction of the new overpasses.

22-05 - 103rd St. Storm Sewer Relay

- Restoration work complete and watering to establish grass is on-going.

Project 1107 - North Avenue Reconstruction

- Traffic was switched to the south side of North Avenue in full the week of Aug 28th.
- Underground utility work (Water, Storm & Sanitary) is on-going on the north side of North Avenue.
- Grading work is scheduled to start the week of Sept. 5th beginning with the east end of the project.

23-07 - 115th St.

- Storm sewer work is complete.
- Binder was placed last week.
- Underground electrical is complete. Due to material lead times with concrete light poles, the temporary lighting will remain in place until the poles arrive and the electrical can be completed.
- Inlet and MH adjustments are being scheduled so the remainder of the curb can be patched in and the roadway surface completed.

23-19 - 2023 Sidewalk Program

- Substantially Complete.

23-24 - 2023 Pavement Repair and Spot Improvements

- Work is scheduled to start on 9/5 at Menomonee River Parkway installing the first portion of sidewalk
- Once complete, work in the remainder of the intersection improvements and the crossing at Sendiks is planned to immediately follow.

23-90 - 2023 Fiber

- Contracts are executed.
- Precon to be scheduled.