



CITY OF WAUWATOSA  
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### **BOARD OF PUBLIC WORKS**

Regular Meeting – Monday, March 17, 2008 – 8:30 a.m.

PRESENT: Mr. Braier, Finance Dir.; Mr. Kesner, City Atty.; Ms. Ledesma, City Clerk; Ms. Welch, Community Dev. Dir.; Mr. Wheaton, Chief Bldg. Official -5

ALSO

PRESENT: W. Kappel, Dir. of Public Works; W. Wehrley, City Eng.; J. Wojcehowicz, Water Supt.

Mr. Kesner in the Chair called the meeting to order at 8:30 a.m.

The Chair requested any additions or corrections to the minutes of the previous meeting.

Moved by Mr. Wheaton, seconded by Ms. Welch to accept the minutes as printed. Ayes: 5

**Air Conditioner – 1706 N. 119th Street.** The Board reviewed an application by Marquis Robinson, 1706 N. 119th Street, for a variance to place an air conditioning unit within the setback area of the south lot line. Adjacent neighbors were notified of the request and this meeting. Mr. Robinson explained that the unit would be on the Walnut Street side of his corner lot. Much of the basement is finished, including the ceiling; the requested placement uses the only open area. Ald. Birschel was present in support. He said that the unit would not infringe on any neighbors or be too close to the curb.

Ms. Welch noted that, by city rules, the Walnut Road side of the house is considered the front yard and has a 30 ft. setback. Referring to a drawing of the site, she pointed out potential locations that would be less in public view. Upon further discussion, a location along the Walnut Road side where an addition is set back slightly was recommended.

Moved by Mr. Wheaton, seconded by Ms. Welch to approve a variance to place an air conditioning unit in the corner of a set back area of the south side of the house, contingent upon provision of landscape screening on the street side. Ayes: 5

**Snow/Ice Removal – 2281 Swan Boulevard.** The Board reviewed a letter from Atty. Allen Silverstein appealing snow removal charges for 2281 Swan Boulevard. Mr. Kappel reported that snow was removed by the city on two occasions, December 10 and December 18. He administratively cancelled the charges for the first incident with the condition that they would be reinstated if there were any other violations. He presented photos of the crosswalk area along the curb taken prior to performing the invoiced work. The issue is providing enough cleared space for passage of a wheelchair, which he noted is a somewhat marginal judgment in the second incident.

Mr. Silverstein acknowledged the ordinance requirements, particularly commenting on possible problems with the time element of 24 hours after a storm, especially since this has been a severe winter for everyone. In early

December, it was very difficult to clear a path through the mound of frozen snow at the curb, and there were four snowstorms between the two cited incidents. Mr. Silverstein said that it is often obvious that people are making an effort to comply within the required time, and he suggested giving property owners a note or a phone call when non-compliant conditions are seen so they have an opportunity to correct them. He saw this issue as one of overall tone in terms of timing and strict enforcement of the ordinance.

Mr. Kappel explained that owners of property on main streets are notified each October of their snow removal responsibilities, so a separate warning notice is not given when a violation is seen. Many complaints are received from walkers when snow is not cleared in a timely manner. Ms. Welch emphasized the importance of wheelchair access at busy crossings on North Avenue.

Moved by Mr. Braier, seconded by Ms. Welch to waive the fees for the second snow removal in light of past actions of the Board and review of the photos. Ayes: 5

Mr. Silverstein indicated that he would donate the waived fee to a civic group. The Board briefly discussed the snow removal ordinance and agreed that review is not needed at this time since the severity of the winter is being taken into account. Mr. Kappel plans to do more training on the inspection process.

**Street Vendor License – 12121 W. North Avenue.** The Board reviewed an application for a street vendor license by Gerilynne Nolan and Bill Bradshaw for a temporary retail garden center from April 15 to July 15, 2008 in the Wauwatosa School District parking lot at 12121 W. North Avenue. Mr. Bradshaw stated that the operation would be the same as it has been for the past two years here. Mr. Kappel reported that it is a well-run business and it has been taken down promptly.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to approve the Street Vendor license. Ayes: 5

**Water Pumpage Report.** The Water Department reported pumpage of 126,652,000 gallons in February, down slightly from January and from last year's February pumpage. The Chair ordered the report placed on file.

**Encroachment – 7610 Harwood Avenue.** The Board reviewed an application by Kathleen Ehley, Harwood LLC, to encroach onto city property at 7610 Harwood Avenue with three light fixtures that will illuminate a sign for a new business at that location. The fixtures would be at a height of about 20 feet and would extend 18 inches over the public sidewalk. Ms. Ehley was present.

Moved by Mr. Wheaton, seconded by Ms. Ledesma to recommend approval of the requested encroachment subject to execution of a standard encroachment agreement and liability insurance. Ayes: 5

**Variance to Single Water Source Requirement - 7600 Harwood Avenue.** In a March 3, 2008, letter to the Board, Kent Ehley of Harwood LLC, owner of properties at 7600 and 7610 Harwood Avenue, requested a variance to code requirements that prohibit using a single water source for more than one building. Since the water supply to the 7610 building was determined to be insufficient to supply the needs of a proposed restaurant, he would like to use the water supply from the 7600 building for that purpose. If approved, he proposes leaving the existing 7610 supply line in place rather than abandoning it at the street main as required by code. A new 6-inch line brought in for the sprinkler systems in both buildings has sufficient capacity to supply all water to both buildings.

Mr. Wojcehowicz reported that the water utility treats each parcel individually and requires one service for each without crossing over. The Walgreens at 68th and State, for example, has service that is separate from Sentry. Likewise, each individual outbuilding at Burleigh Square has individual water service. This relieves the utility from any disputes that might arise when separate owners share service.

Mr. Ehley confirmed that Harwood LLC owns both buildings and said there is no intent to sell either separately. He displayed drawings showing the location of the new 6-inch line. The fire extinguishing system is being supplied to both buildings from the same source, which is something that would also have to be resolved if either building were sold.

Mr. Wojcehowicz said that the water main at the front of the building is an original 1897 main. The age of each service is unknown. They are likely  $\frac{3}{4}$  inch services, but Ms. Welch noted that the current standard is  $1\frac{1}{4}$ , which is a concern. He recommended running individual service to each parcel or combining the parcels.

Mr. Ehley responded that having two sources of water in one building would not be allowed, but abandoning a line requires the same type of expense as putting in new service. If he is going through the expense of opening the street, he might as well put in new service, he felt. Mr. Wojcehowicz confirmed that the utility would allow only one domestic line off the city main. The existing service might have to be removed and a bigger line run off and then split in two after the meter. Mr. Ehley indicated that he would sub-meter himself after the split.

Mr. Wheaton said his biggest concern is potential change in ownership. He has checked with plumbing inspectors for southeast Wisconsin and found that none had encountered similar situations with the exception of some in Milwaukee. There, they require a meter pit in front and then service goes out to multiple buildings that have recorded easements in place.

Mr. Wehrley said that disposition of existing service that is insufficient has to be resolved. Asked about condo situations where one line serves multiple owners, Mr. Wojcehowicz said that there might be a meter pit or one common meter depending on the nature of the condo. He was concerned with any responsibility in the future for having depended on old services that are not being addressed. He said that the utility should not have to bear the cost of abandoning the service.

The Chair was concerned about leaving an abandoned service in the ground, particularly because of the conditions found during recent street construction in the Village. Ms. Welch commented that the goal is to clear up some of the unidentified things left in streets that cause problems during reconstruction. We are at a point where we need to resolve this and bring it up to code. A simple solution is to combine the properties. Property taxes and other expenses could be easily allocated in some way.

The Chair outlined two options: combine the parcels so they can be served by one water service and abandon the other line going into the southern building; or provide unique service into the southern building that does not cross the other parcel. Because of the instability in that area, leaving any extra lines in place has the potential to cause additional problems. Mr. Ehley commented that, either way, he still faces the expense of digging up the street.

Mr. Wehrley said that abandonment at the main is standard protocol requested of others. That removes one other liability should the service ever break. Unused water services are typically looked at in water audits since there is no way to meter that loss. Oftentimes they leak undetected for years, sometimes up to the point when they have eroded enough to cause a sinkhole in the road. Mr. Ehley suggested delaying the service

abandonment until the street is redone, but Mr. Wehrley indicated that there is no plan in place for work on Harwood Avenue other than, perhaps, sealcoating.

Moved by Ms. Welch, seconded by Mr. Wheaton to deny the variance request. Ayes: 5

**Contract 08-20, Pavement Repair – Plans and Specifications.** The Board discussed a question from Mr. Braier of whether this work should be considered under a public works contract. Mr. Wehrley estimated the city portion of this contract for spot repairs at about \$100,000; the water utility portion is separate. The Chair favored contracting for the work as public construction rather than as repairs, noting that doing so may provide more accountability and consistency.

Resolution

WHEREAS, It is the sense of the of Public Works of the City of Wauwatosa that it is necessary under Contract 08-20 Pavement Repair to repair portions of the pavement at various locations in the City of Wauwatosa and work incidental thereto as follows:

**DIVISION A.**

W. Blue Mound Road – N. Mayfair Road to Underwood Creek

**DIVISION B.**

Various pavement repairs due to water main breaks

NOW, THEREFORE, BE IT RESOLVED, By the Board of Public Works of the City of Wauwatosa, Wisconsin as follows:

Section 1. That the plans and specifications and form of contract and bond, together with the contract documents submitted therewith for furnishing all labor, material and equipment for pavement repair and work incidental thereto, be and the same are hereby approved.

Section 2. That the work is intended to be done during the 2008 construction season in the City of Wauwatosa, all in accordance with said plans and specifications.

Section 3. That the work is to be let to the lowest responsible bidder following competitive bidding therefor.

Section 4. That the City Clerk be and she is hereby authorized and instructed to advertise for bids for Contract 08-20 Pavement Repair on March 27th and April 3rd, 2008; bids are to be opened on April 10, 2008; and to provide in so doing that bids may be submitted with a contract and bond, with sureties, as prescribed by the form furnished, complete with the exception of the signatures on the part of the City; and in lieu of the foregoing provision that the bidder may accompany his bid with a certified check equal to five (5) percent of the bid, payable to the city as a guarantee that if his bid is accepted, he will execute and file the proper contract and bond within ten (10) days after the award, all in accordance with the provision of the Wisconsin Statutes.

Moved by Mr. Wheaton, seconded by Ms. Welch to approve the foregoing as a public works contract –

Mr. Braier indicated that we would like to see the areas on Blue Mound Road proposed for repair.

Moved by Mr. Braier, seconded by Mr. Wheaton to hold this matter

until the next meeting. Ayes: 5

Mr. Braier requested a list of all locations included in the contract.

The meeting adjourned at 9:21 a.m.

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Secretary to the Board

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