



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda PUBLIC WORKS COMMITTEE

ALD. ROBERT BAUMAN, CHAIR

Ald. Joseph Dudzik, Vice-Chair

Ald. Willie Wade, Ald. Robert Donovan, and Ald. Robert Puente

Staff Assistant, Terry MacDonald, 286-2233

Fax: (414) 286-3456, E-mail: tmacdo@milwaukee.gov

Wednesday, April 22, 2009

9:00 AM

Room 301-B, City Hall

1. [081677](#) Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.
Sponsors: THE CHAIR
2. [081676](#) Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$150,000 for a total estimated cost of these projects being \$1,374,000.
Sponsors: THE CHAIR
3. [081678](#) Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$196,000 for a total estimated cost of these projects being \$10,883,000.
Sponsors: THE CHAIR
4. [081679](#) Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$1,468,665.87 for a total estimated cost of these projects being \$5,628,665.87.
Sponsors: THE CHAIR
5. [081637](#) Resolution approving Lease Agreement between Waters' New Biotech Company and the Port of Milwaukee.
Sponsors: THE CHAIR
6. [080390](#) Substitute resolution to vacate a portion of the east-west alley in the block bounded by West Meinecke Avenue, West North Avenue, North 53rd Street and North 54th Street, in the 10th Aldermanic District.
Sponsors: THE CHAIR
7. [081745](#) Communication from the Department of Public Works Operations Division Forestry Section relating to the status of the Sustainable Boulevard Plan.

Sponsors: Ald. Dudzik

8. [081573](#) A substitute ordinance relating to amending planting standards in certain portions of the public right-of-way.

Sponsors: Ald. Witkowski

9. [081578](#) Resolution accepting a gift from the City of Wauwatosa for the purpose of building a public park within the Hartung Quarry project.

Sponsors: Ald. Bohl

10. [081687](#) An ordinance relating to special privilege procedures.

Sponsors: Ald. Bauman

11. [081498](#) Substitute resolution amending a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

12. [081666](#) Resolution approving and authorizing the proper City officials to execute an easement agreement to allow American Transmission Company LLC to install and maintain overhead cables within the easement area located at 2113 West Van Norman Avenue in the 13th Aldermanic District.

Sponsors: THE CHAIR

13. [081645](#) Resolution authorizing the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the planned improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River, and authorizing construction costs of \$18,400.00, which represents the City of Milwaukee's 100 percent cost share for replacement of its communications duct package that is affixed to the underside of the bridge deck.

Sponsors: THE CHAIR

14. [081667](#) Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$1,978,500, which is an increase of \$1,374,300.

Sponsors: THE CHAIR

15. [081582](#) Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with 100% Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$4,472,500, which is an increase of \$2,295,000.

Sponsors: THE CHAIR

This meeting will be webcast live at www.milwaukee.gov/channel25.

Members of the Common Council and its standing committees who are not members of this committee may attend this meeting to participate or to gather information. Notice is given that this meeting may constitute a meeting of the Common Council or any of its standing committees, although they will not take any formal action at this meeting.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities through sign language interpreters or auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to the Coordinator at Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Limited parking for persons attending meetings in City Hall is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of East Kilbourn and North Water Street. Parking tickets must be validated in Room 205, (City Clerk's Office) or the first floor Information Booth in City Hall.

Persons engaged in lobbying as defined in s. 305-43-4 of the Milwaukee Code of Ordinances are required to register with the City Clerk's Office License Division. Registered lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at www.milwaukee.gov/lobby.



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081677

File ID: 081677

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Official Notice Number 92 ,Hearing
Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081677

..Number

081677

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.

..Requestor
INFRASTRUCTURE SERVICES DEPARTMENT
..Drafter
MLD:dr
Report 11
04/03/09

April 3, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

The Common Council has adopted preliminary resolutions which determined it necessary and in the public interest to make various public improvements and to make special assessments therefore.

The Commissioner of Public Works is filing this report consisting of a list of projects. This report is subject to amendment at the next Public Works Committee Hearing. The plans and specifications of said improvements are on file in the City Engineer's Office.

I am herewith submitting a report regarding the above matter and recommend adoption of the amended resolution approving same.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Afr 11
Report Appended

**OFFICIAL NOTICE NUMBER 92
PUBLIC HEARING ON PROPOSED IMPROVEMENTS
AND SPECIAL ASSESSMENTS**

There will be a public hearing held by the Public Works Committee of the Common Council of the City of Milwaukee concerning the following improvements and special assessments. The Commissioner of Public Works has determined these improvements are necessary and in the public interest.

The hearing will be held at the date and time shown below:

WEDNESDAY
APRIL 22, 2009
ROOM 301-B – CITY HALL
9:00 A.M.

2nd Aldermanic District

W. Marion St. – N. 64th St. to N. 66th St. (ST211090120):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7.5-foot width of tree border area), and grading.

N. 64th St. – W. Capitol Dr. to W. Marion St. (ST211090118):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (6-9-foot width of tree border area), and grading.

5th Aldermanic District

N. 93rd St. – W. Elmore Ave. to W. Melvina St. (Including N. Willis Pl. –

W. Lisbon Ave. to W. Elmore Ave. and W. Elmore Ct.) (ST211060110):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (9-foot width of tree border area), and grading.

10th Aldermanic District

W. Blue Mound Rd. (USH 18) – The Zoo Freeway to N. Mayfair Rd. (Portions in the City of Wauwatosa) (ST320051601):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (4-9-foot width of tree border area), and grading.

11th Aldermanic District

S. 58th St. – S. 57th St. to W. Stack Dr. (ST211070111):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7-foot width of tree border area), and grading.

S. 64th St. – W. Stack Dr. to W. Fremont Pl. (ST211070130):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (9-foot width of tree border area), and grading.

S. 81st St. – W. Warnimont Ave. to W. Morgan Ave. (ST211060145):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7-foot width of tree border area), and grading.

13th Aldermanic District

S. 18th St. – W. Edgerton Ave. to W. Halsey Ave. (ST211090101):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (8-foot width of tree border area), and grading.

You may examine a copy of the report recommending these projects in Room 908, 841 North Broadway, Milwaukee, Wisconsin during the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, except Friday, April 10, 2009.

This notice is published by authority of the Common Council of the City of Milwaukee in accordance with Section 66.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances.

Office of the City Clerk, Milwaukee

Ronald D. Leonhardt, City Clerk

April 7, 2009

PW FILE NUMBER: 081677

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081676

File ID: 081676

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$150,000 for a total estimated cost of these projects being \$1,374,000.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,081676 Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	CITY CLERK	04/17/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081676

..Number

081676

..Version

SUBSTITUTE 1

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to

be \$150,000 for a total estimated cost of these projects being \$1,374,000.

..Analysis

This resolution authorizes engineering studies and directs the Commissioner of Public Works to determine any benefits or damages which would result if the projects were to be constructed. After the Commissioner files his report, a Public Hearing will be held on those projects determined assessable. A resolution will be submitted after the Public Hearing authorizing construction. The City cost for engineering these projects is estimated to be \$150,000 with the total cost estimated to be \$1,374,000.

..Body

Resolved, By the Common Council of the City of Milwaukee that it is necessary and in the public interest to do the following described work according to City specifications, and that such public improvements and resulting special assessments be made pursuant to Section 66.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances:

5th Aldermanic District

N. 82nd St. - W. Burleigh St. to W. Lisbon Ave. (ST211100122): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$40,000). The total estimated cost for this project including the requested amount is \$295,000. This project is anticipated to be completed during the 2010 construction season.

8th Aldermanic District

W. Vilter Ln. - S. 20th St. to S. Muskego Ave. (ST211090141): Install traffic calming devices. (Nonassessable Reconstruction Paving Fund -- \$2,000). The total estimated cost for this project including the requested amount is \$7,000. This project is anticipated to be completed during the 2009 construction season.

Alley between W. Becher St., W. Grant St., S. 32nd St., and S. 33rd St. (ST212100103): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$72,000. This project is anticipated to be completed during the 2010 construction season.

13th Aldermanic District

S. 6th St. - A point 700 feet m/l north of W. College Ave. to 2,000 feet m/l north of W. College Ave. (ST211100124): Paving the roadway with concrete. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$50,000). The total estimated cost for this project including the requested amount is \$560,000. This project is anticipated to be completed during the 2010 construction season.

14th Aldermanic District

S. Harbor St. - E. Bay St. to a point north of E. Jones St. (ST211100123): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$40,000). The total estimated cost for this project including the requested amount is \$350,000. This project is anticipated to be completed during the 2010 construction season.

E. Iron St. (north side) - A point 200 feet m/l east of S. Shore Dr. to S. Shore Dr. (ST210100101): Install concrete walk in north side only. (Nonassessable New Paving Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$25,000. This project is anticipated to be completed during the 2010 construction season.

Alley between S. Howell Ave., S. Kinnickinnic Ave., E. Lincoln Ave., and E. Smith St. (westerly north/south leg). (ST212040107): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$3,000). The total estimated cost for this project including the

requested amount is \$65,000. This project is anticipated to be completed during the 2010 construction season.

; and, be it

Further Resolved, That the abutting and adjacent properties be assessed a portion of the cost, said assessment to be recommended by the Commissioner of Public Works in his report; and, be it

Further Resolved, That all assessments and payments be made in accordance with Section 115-42 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That all City departments are authorized to do engineering, surveying, preparing of plans, and estimates of cost thereof, to be utilized in the preparation of said report of the Commissioner of Public Works; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor

Infrastructure Services Division

..Drafter

MLD:dr

Apr 11

04/17/09

April 3, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various assessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of April 22, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Apr 11

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: April 17, 2009

FILE NUMBER: 081676

Original Fiscal Note ☐ Substitute ☒

SUBJECT: Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$150,000 for a total estimated cost of these projects being \$1,374,000.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460.

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENTAL ACCOUNT (DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER SPECIFY

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER Paving	ST211		\$132,000		
Paving Alley	ST212		\$ 13,000		
New Street	ST210		\$ 5,000		
TOTALS:			\$150,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$150,000.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 081676

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkowski	Dept. of Public Works-Infrastructure	4/16/09		
Clark Wantoch	Dept. of Public Works-Infrastructure	4/16/09		
Jeff Mantes	Commissioner of Public Works	4/16/09		
Jeff Polenske	City Engineer	4/16/09		
Ald. Bohl		4/17/09		
Ald. Donovan		4/17/09		
Ald. Witkowski		4/17/09		
Ald. Zielinski		4/17/09		



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081678

File ID: 081678

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$196,000 for a total estimated cost of these projects being \$10,883,000.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	CITY CLERK	04/17/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081678

..Number

081678

..Version

SUBSTITUTE 1

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to

be \$196,000 for a total estimated cost of these projects being \$10,883,000.

..Analysis

This resolution authorizes engineering studies on projects which by City Charter are nonassessable. After design plans and estimates of costs have been prepared, a resolution authorizing construction will be submitted to the Common Council. The City cost for engineering these projects is estimated to be \$196,000 with the total cost estimated to be \$10,883,000.

..Body

Resolved, By the Common Council of the City of Milwaukee, that it is necessary and in the public interest to do the following described improvements according to City specifications:

1st Aldermanic District

N. 37th St. - W. Sheridan Ave. to 325 feet m/l south of W. Sheridan Ave. (SM495090043): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$64,000. This project is anticipated to be completed during the 2010 construction season.

3rd Aldermanic District

N. Cambridge Ave. - E. Bellevue Pl. to E. North Ave. (SM495090045): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$3,000,000. This project is anticipated to be completed during the 2010 construction season.

N. Cambridge Ave. - E. Kenwood Blvd. to E. Bellevue Pl. (SM495090046): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$3,000,000. This project is anticipated to be completed during the 2010 construction season.

N. Cambridge Ave. - E. Newport Ave. to E. Kenwood Blvd. (SM495090047): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$3,000,000. This project is anticipated to be completed during the 2011 construction season.

N. Frederick Ave. (Various Locations) - E. Bradford Ave. to 200 feet m/l north of E. Park Pl. (SM495090048): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$20,000). The total estimated cost for this project including the requested amount is \$194,000. This project is anticipated to be completed during the 2011 construction season.

N. Newhall St. - 300 feet south of E. Bradford Ave. to E. Bradford Ave. (WT410091014): Relaying water main. (Nonassessable Water Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2009 construction season.

N. Oakland Ave. - E. Newberry Blvd. to E. Linnwood Ave. (ST211090144): Streetscape, special treatment. (Nonassessable Reconstruction Paving Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$170,000. This project is anticipated to be completed during the 2010 construction season.

4th Aldermanic District

N. Plankinton Ave. - 180 feet m/l south of W. Wells St. to W. Wells St. (SM495090049): Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$20,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2010 construction season.

11th Aldermanic District

Kinnickinnic River - S. 43rd St. to S. 60th St. (SM493090102): Stream bank protection. The total estimated cost for this project is \$50,000. This project is anticipated to be completed during the 2009 construction season.

14th Aldermanic District

E. Oklahoma Ave. at S. Logan Ave. (ST211090142): Median installation, replace walk as necessary. (Nonassessable Reconstruction Paving Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2009 construction season.

15th Aldermanic District

W. County Line Rd. - N. 91st St. to N. 107th St. (SM495090050): Installing new sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$20,000). The total estimated cost for this project including the requested amount is \$1,095,000. This project is anticipated to be completed during the 2010 construction season.

City Wide

City Wide PCB Removal Project (SM495090051): (Nonassessable Sewer Maintenance Relay Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$40,000. This project is anticipated to be completed during the 2009 construction season.

;and, be it

Further Resolved, That all City Departments are authorized to perform engineering, surveys, plan preparation, and determine an estimated cost thereof; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Npr 11
04/17/09

April 3, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of April 22, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Npr 11

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 17, 2009

FILE NUMBER: 081678

Original Fiscal Note ☐ Substitute ☒

SUBJECT: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$196,000 for a total estimated cost of these projects being \$10,883,000.

B) SUBMITTED BY (Name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
	Street ST211		\$ 30,000		
OTHER:	Water WT410		\$ 15,000		
	Sewer SM495		\$151,000		
TOTALS			\$196,000		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE: The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of these projects is estimated to be \$196,000.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 081678

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkowski	Dept. of Public Works-Infrastructure	4/16/09		
Clark Wantoch	Dept. of Public Works-Infrastructure	4/16/09		
Jeff Mantes	Commissioner of Public Works	4/16/09		
Jeff Polenske	City Engineer	4/16/09		
Ald. Hamilton		4/17/09		
Ald. Kovac		4/17/09		
Ald. Bauman		4/17/09		
Ald. Dudzik		4/17/09		
Ald. Zielinski		4/17/09		
Ald. Hines		4/17/09		



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081679

File ID: 081679

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$1,468,665.87 for a total estimated cost of these projects being \$5,628,665.87.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: mld

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	CITY CLERK	04/17/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081679

..Number
081679
..Version
SUBSTITUTE 1
..Reference
081678
..Sponsor
THE CHAIR
..Title
Substitute resolution approving construction of nonassessable public improvements at various locations

and appropriating funds for these purposes with the City construction cost estimated to be \$1,468,665.87 for a total estimated cost of these projects being \$5,628,665.87.

..Analysis

This resolution directs the installation and construction of certain public improvements which have been determined to be nonassessable by the Commissioner of Public Works. The City cost of the projects approved by this resolution is estimated to be \$1,468,665.87. The total estimated cost of these projects is \$5,628,665.87.

..Body

Whereas, The Common Council of the City of Milwaukee adopted preliminary resolutions determining it necessary and in the public interest to construct nonassessable improvements; and

Whereas, Plans, specifications and cost estimates have been prepared for the following described improvements:

3rd Aldermanic District

N. Newhall St. - 300 feet south of E. Bradford Ave. to E. Bradford Ave. (WT410091014) File Number 081678: Relay water main. (Nonassessable Water Fund -- \$65,000). The total estimated cost for this project including the requested amount is \$80,000. This project is anticipated to be completed during the 2009 construction season.

3rd and 6th Aldermanic Districts

E./W. Keefe Ave. - N. Humboldt Blvd. to N. 5th St. (SM495050047) File Number 050317: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$2,665.87 Additional Funds). The total estimated cost for this project including the requested amount is \$52,665.87. This project is anticipated to be completed during the 2009 construction season.

E./W. Keefe Ave. - N. Humboldt Blvd. to N. 5th St. (SM495080068) File Number 081392: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$600,000 Additional Funds). The total estimated cost for this project including the requested amount is \$4,464,000. This project is anticipated to be completed during the 2009 construction season.

10th Aldermanic District

N. Carlton Pl. - W. Lisbon Ave. to W. Center St. (SM495070127) File Number 071055: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$146,000). The total estimated cost for this project including the requested amount is \$166,000. This project is anticipated to be completed during the 2009 construction season.

W. Center St. - N. 63rd St. to N. 67th St. (SM495080062) File Number 080809: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$271,000). The total estimated cost for this project including the requested amount is \$286,000. This project is anticipated to be completed during the 2009 construction season.

W. Richmond Ave. - N. 62nd St. to N. 64th St. (SM495070193) File Number 080237: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$90,000). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2009 construction season.

11th Aldermanic District

Kinnickinnic River - S. 43rd St. to S. 60th St. (SM493090102) File Number 081678: Stream bank protection. (Nonassessable Sewer Maintenance Relay Fund -- \$50,000 TSS Removal Fund) The total estimated cost for this project is \$50,000. This project is anticipated to be completed during the 2009 construction season.

W. Oklahoma Ave. (South Side) - S. 92nd St. to 130 feet east of S. 95th St. (WT410061121) File Number

070945: Water main extension. (Nonassessable Water Fund -- \$40,000 Additional Funds). The total estimated cost for this project including the requested amount is \$225,000. This project is anticipated to be completed during the 2009 construction season.

W. Oklahoma Ave. - S. 98th St. to 150 feet west of S. 99th St. (WT410061007) File Number 070945: Relay water main. (Nonassessable Water Fund -- \$105,000 Additional Funds). The total estimated cost for this project including the requested amount is \$265,000. This project is anticipated to be completed during the 2009 construction season.

15th Aldermanic District

Alley between W. Brown St., W. Lloyd St., N. 22nd St., and N. 23rd St. (East/West Leg) (TD06584001) File Number 051275: Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where needed and tree removal where necessary. (TID-65 Funds - \$60,000). The total estimated cost for this project is \$60,000. This project is anticipated to be completed during the 2009 construction season.

City Wide

PCB Removal Project (SM495090051) File Number 081678: (Nonassessable Sewer Maintenance Relay Fund -- \$39,000). The total estimated cost for this project including the requested amount is \$40,000. This project is anticipated to be completed during the 2009 construction season.

; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is authorized and directed to proceed with said work; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above description of work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Nfr 11
04/17/09

April 3, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for approving construction of nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of April 22, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Nfr 11

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: April 17, 2009

FILE NUMBER: 081679

Original Fiscal Note ☐ **Substitute** ☒

SUBJECT: Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$1,468,665.87 for a total estimated cost of these projects being \$5,628,665.87.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
 LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENTAL ACCOUNT (DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☒ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER					
Paving	TID 065		\$ 60,000		
Water	WT410		\$ 210,000		
Sewer	SM495		\$1,148,665.87		
Sewer	SM493		\$ 50,000		
TOTALS:			\$1,468,665.87		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 081679

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkowski	Dept. of Public Works-Infrastructure	4/16/09		
Clark Wantoch	Dept. of Public Works-Infrastructure	4/16/09		
Jeff Mantes	Commissioner of Public Works	4/16/09		
Jeff Polenske	City Engineer	4/16/09		
Ald. Kovac		4/17/09		
Ald. Coggs		4/17/09		
Ald. Murphy		4/17/09		
Ald. Dudzik		4/17/09		
Ald. Hines		4/17/09		



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081637

File ID: 081637

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 03/25/2009

File Name:

Final Action:

Title: Resolution approving Lease Agreement between Waters' New Biotech Company and the Port of Milwaukee.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Port cover letter ,Fiscal note ,Lease agreement ,Hearing Notice List

Enactment Number:

Drafter: les

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/23/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
1	CITY CLERK	04/16/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081637

..Number

081637

..Version

Substitute 1

..Reference

..Sponsor

The Chair

..Title:

Resolution approving Lease Agreement between Waters' New Biotech Company and the Port of Milwaukee.

..Analysis

This resolution would approve lease agreement with Waters' New Biotech for 3.7 acres of real property located on the South Harbor Tract of the Port of Milwaukee. The term of the lease is for 15 years commencing May 1, 2009 and terminating April 30, 2024; and

..Body

Whereas, Waters' New Biotech is an operating and manufacturing entity for the production, storage, and distribution of wood pellet products, an alternative biomass fuel source ; and

Whereas, Waters' New Biotech desires a waterfront location to construct and operate wood pellet manufacturing and export facility at the Port of Milwaukee; and

Whereas, The Board of Harbor Commissioners at their meeting of April 9, 2009 acted by vote of the Board to approve this lease agreement; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said Common Council hereby ratifies and approves the Lease Agreement between Waters' New Biotech and the City of Milwaukee, by and through its Board of Harbor Commissioners for the period of May 1, 2009 through April 30, 2024; and, be it

Further Resolved, That the designated officers of said government and of said Board of Harbor Commissioners are hereby authorized and directed to execute an agreement to carry out this purpose.

..Drafter:

Port of Milwaukee

ECR

i:watersbiotechlsecres.doc

4/15/09

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

PUBLIC WORKS COMMITTEE

APRIL 22, 2009

Item 5, File #081637

File Number 081637 is a resolution approving a Lease Agreement between the City of Milwaukee (Board of Harbor Commissioners) and Waters' New Biotech, Inc. for 3.7 acres on the Port of Milwaukee's South Harbor Tract.

Background

1. The Port of Milwaukee has negotiated a Lease Agreement with Waters' New Biotech, Inc. for 3.7 acres of unused Port property on the Port's South Harbor Tract, adjacent to the Inner Harbor. This is a "bare ground" lease; the buildings and other improvements left on the property by the previous tenant belong to the City.
2. Waters' New Biotech intends to use this property for construction and operation of a wood pelleting and gasification facility, including fixtures and equipment necessary for receiving raw materials and for handling, storage and delivery of finished products.
3. The Board of Harbor Commissioners approved this Lease Agreement at its meeting of April 9, 2009.

Discussion

1. This resolution approves the Lease Agreement, which is for a 15-year term (May 1, 2009 through April 30, 2024). The tenant, Waters' New Biotech, has the right to extend the lease for 2 additional 5-year terms.
2. The Lease Agreement requires the tenant to remove the building and other improvements currently located on the site by September 1, 2009. The estimated total cost of removing these City-owned improvements is \$116,000.
3. As part of the lease, Waters' New Biotech agrees to construct or install all improvements necessary for its use of the property as a wood pelleting and gasification facility, including one or more buildings and bulk loading/unloading systems and conveyors to transfer cargo to and from rail cars, vessels, trucks and the new building(s).
4. The Lease agreement sets forth a timeline for construction of the tenant's facility and requires the business to be operational by November 1, 2010.
5. The wood pelleting and gasification facility is the only permitted use of the leased property. Additional uses require the prior written approval of the Municipal Port Director.
6. The Lease Agreement gives Waters' New Biotech preferential, but not exclusive, use of the vessel berthing space adjacent to the leased property.

Fiscal Impact

1. Under the Lease Agreement, Waters' New Biotech will pay the City a base annual rent of \$85,100 (\$23,000 per acre). Rent is payable monthly and in advance.
2. In consideration of the tenant's commitment to remove, at its own expense, all City improvements located on the property, the annual rental rate for 2009, 2010 and 2011 will be reduced to \$46,433.
3. Beginning January 1, 2012, and continuing on January 1 of subsequent even-numbered years, the annual base rent will be adjusted for inflation.
4. Waters' New Biotech will also pay the City a wharfage fee based on the current Municipal Port Tariff for cargo, products or ingredients shipped from the leased property by ship, barge, railcar or truck. Annual wharfage fee revenues are estimated at \$54,000.
5. Because the Port of Milwaukee operates as an enterprise fund, approval of this Lease Agreement has no direct or immediate fiscal impact on the City. However, given that this lease will increase the Port's revenues and that the Port's surplus revenues are transferred to the City's General Fund, approval of this resolution will likely have a positive fiscal impact on the City.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
April 20, 2009

cc: Eric Reinelt
Lawrence Sullivan
Hattie Billingsley
Marianne Walsh



THE PORT OF MILWAUKEE

March 19, 2009

To the Honorable
Common Council
City of Milwaukee

Subject: Requests to introduce two Common Council Files by title

Attention: Mr. James Owczarski
Ms. Debra Fowler

Dear Common Council Members:

The Port of Milwaukee respectfully request that the following two resolutions be introduced by title at the next Common Council Meeting:

- "Resolution approving a lease between Waters' New BioTech Company and the Port of Milwaukee".
- "Resolution approving a 2009 Three-Year Harbor Statement of Intentions for the Port of Milwaukee".

The Port of Milwaukee will work with the Legislative Reference Staff and the City Attorneys to prepare the final resolution wording and submit them as soon as possible and before the committee meetings. Please contact us if you need additional information or if you have any questions.

Sincerely,



Lawrence E. Sullivan
Harbor Engineer
Port of Milwaukee



April 15, 2009

Ref: Waters Biotech/Lease

To The Honorable
The Common Council
City of Milwaukee

Dear Council Members:

The Port of Milwaukee is requesting approval for a lease agreement with Waters' New Biotech for certain real property on the Port's South Harbor Tract.

The property consists of 3.7 acres with a Lease term of May 1, 2009 through April 30, 2024.

The lease agreement was approved by the Board of Harbor Commissioners at its meeting on April 9, 2009. It is therefore, placed before your Honorable Body for its ratification of the Board's action. We respectfully request that your Honorable Body approve this Agreement and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT
Municipal Port Director

ECR/dcl

i:watersbiotechlsecccltr.doc

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 15, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Approve lease agreement with Waters' New Biotech for 3.7 acres of landB) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, Port of Milwaukee, 8130 xt.

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	None				
SUPPLIES:	"				
MATERIALS:	"				
NEW EQUIPMENT:	"				
EQUIPMENT REPAIR:	"				
OTHER:	"				
TOTALS	None				

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	See attached sheet
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Wharfage is set by Port tariff at \$.54/ton with a 100,000 ton minimum. Dockage is set by tariff @ \$1,000 per day for 5 ships per year with estimated 2 days each in port.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

(F) Rent during first 3 years is set at a reduced rate of \$46,433.36 annually to compensate Tenant for their demolition costs of City-owned building. Thereafter, annual base rent returns to \$85,100.

Dockage at \$10,000

Wharfage at \$54,000

LEASE AGREEMENT

Between

WATERS' NEW BIOTECH

and the

BOARD OF HARBOR COMMISSONERS

CITY OF MILWAUKEE

For lease of 3.7 acres located on the Ports South Harbor Tract

Initial Term: May 1, 2009 through April 30, 2024
(See Section 1B for further extension terms)

LEASE AGREEMENT

Lease Agreement made as of the ____ day of ____, 2009, by and between WATERS' NEW BIOTECH INC., a Wisconsin corporation, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

W I T N E S S E T H :

City hereby leases, demises and lets unto Tenant the real property comprised of approximately 3.7 acres (hereinafter referred to as the "Property"), located on the South Harbor Tract of the City of Milwaukee. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference. This Lease is to be considered a bare ground lease. The building and other improvements upon the Property left by the previous tenant belong to City. These are to be removed by Tenant on or before September 1, 2009 and City will reimburse Tenant for the cost of this removal as described in Section 2(B), below.

This Lease is entered into by the parties under the following terms and conditions:

1. **Term.**

(A) **Initial Term.** The Initial Term of this Lease shall be for a period of fifteen (15) years (the "Initial Term") commencing 12:00 a.m. May 1, 2009 and terminating at 11:59 p.m. April 30, 2024, subject to the City's right to terminate earlier pursuant to Sections 5(D) and 8, below.

(B) **Extension Terms.** Provided that no event of default then exists, Tenant shall have the right to extend the term of this Lease for two (2) successive periods of five (5) years each (the "First Extension Term" 12:00 a.m. May 1, 2024 to 11:59 p.m. April 30, 2029 and the "Second Extension Term" 12:00 a.m. May 1, 2029 to 11:59 p.m. April 30, 2034). In order to exercise each option, Tenant shall provide City with written notice of its intent to do so no less than twelve (12) months prior to the expiration of the Initial Term or of the First Extended Term. After the conclusion of the Second Extension Term and upon mutual written agreement between City and Tenant, this Lease may be amended and extended for additional extension terms. Should Tenant wish to extend this Lease after the conclusion of the Second Extension Term and subsequent extension terms, Tenant shall provide written notice of such intent to City at least twenty-four (24) months prior to the expiration date of the Second Extension Term and subsequent extension terms.

2. **Rent.**

(A) **Base Rent.** The base rental rate for the Property (3.7 acres) shall be \$23,000 per acre per year or Eighty Five Thousand One Hundred Dollars (\$85,100) per year (the “Base Rent”) for the total Property payable monthly in advance on the first day of each month in the amount of \$7,091.67.

(B) **Demolition Credit.** In consideration of Tenant’s commitment to remove at its sole cost and expense all existing City-owned improvements now located on the Property, the annual Base Rent during the years 2009, 2010, and 2011 shall be reduced to \$46,433.36, payable monthly at \$3,869.45 to compensate Tenant for those demolition costs (estimated at \$116,000). Tenant shall provide the City with true and complete copies of all invoices evidencing its complete actual demolition costs, within thirty days after completing the demolition. If actual demolition costs differ more or less by more than 20% from the above estimate of \$116,000, Base Rent for the years 2009, 2010, and 2011 will be adjusted accordingly to reflect the difference by a written amendment to this Lease.

(C) **Base Rent Increases.** Beginning on January 1, 2012 and continuing on each second January 1 thereafter (in 2014, 2016, etc.) for the term of this Lease and any extensions thereto, the Base Rent for the Property shall be adjusted to the amount determined by applying the percentage increase, if any, in the “All Commodities line (Code 2500) of the “Producer Price Indexes” published by the United States Bureau of Statistics (or its successor organization) (1982=100) for the two-year period prior to the beginning of the new 2-year rental period to the annual rent payable during the previous 2-year period of this Lease; provided, however, that in no event shall the new Base Rent, as adjusted by the foregoing method, be decreased to an amount below that for the Base Rent during the preceding year.

(E) **Wharfage.** In addition to the Base Rent, Tenant shall also pay City wharfage according to the current Municipal Port Tariff, Item 215 “Bulk Commodities – Dry” during the terms of this Lease for cargo, product, or ingredients shipped from the Property by vessels, barges, rail cars, trucks or other conveyances, wharfage will be charged quarterly in arrears on January 1, April 1, July 1, and October 1 each year. Each wharfage payment shall be for the immediately preceding quarter. Minimum billable wharfage (except during 2009, 2010 and 2011) shall be 100,000 metric tons on product shipped out of the facility. If any quarter during the Initial Term or any extension thereto tonnage shipped from the Property exceeds 50,000 metric tons wharfage shall be charged at 80% of current Port tariff rate.

(F) Upon mutual consent and agreement between City and Tenant the rental terms of this lease may be renegotiated in the future.

3. **Records.** Tenant shall maintain completed, accurate and verifiable books and records of its business conducted on the property relative thereto, the form of such books and records to be subject to

the approval of the Board of Harbor Commissioners and the City Comptroller and to be made available to properly accredited representatives of the Board of Harbor Commissioners and of the City of Milwaukee, at any reasonable time after request at Tenant's office, for audit or for such other inspection as may be deemed desirable by the City. Tenant shall maintain adequate books and records for determination of all amounts due City under this Lease; such books and records shall be kept in accordance with generally-accepted accounting principles. Tenant's books and records are its private property, and City shall endeavor to keep confidential all information which it derives therefrom to the fullest extent allowed by law.

4. **Financial Guarantees.**

(A) Performance Guaranty. Upon the commencement of the term of this Lease, Tenant shall furnish either a bond or a standby bank letter of credit or an equivalent financial guarantee instrument in a form approved by the City, in the amount of \$100,000, which shall be sufficient to fully cover one year's total Base Rent (before demolition credit), estimated wharfage fees, and other financial obligations of the Tenant payable to the City (the "Performance Guaranty"). In the event Tenant is unable, after exercising every reasonable effort, to procure the Performance Guaranty, Tenant, at the sole option of the City, may furnish to City written personal guarantees of its shareholders in a form and amount approved by the City. In the event that the Performance Guaranty expires under its terms or in the event that City ever draws upon the Performance Guaranty furnished under this Section, Tenant shall immediately post a new or equivalent Performance Guaranty in the form and amount specified by this Section.

(B) Removal Guaranty. In addition to the Performance Guaranty, upon receiving construction permits from permitting authorities, Tenant shall also furnish another bond or a standby bank letter of credit or an equivalent financial guarantee instrument in a form approved by the City, in the amount of \$200,000, which amount the parties agree shall be sufficient at the commencement date of this Lease, to guaranty the removal of all improvements constructed on the Property by Tenant upon termination or expiration of this Lease (the "Removal Guaranty"). In the event that the Removal Guaranty expires under its terms or in the event that City reasonably determines (not more than once in any five year period) that the amount of the Removal Guaranty is insufficient to pay for the removal of all improvements constructed on the Property by Tenant, Tenant shall immediately post a new or equivalent Performance Guaranty in the amount required by City and in the form and specified by this Section.

5. Use of the Property.

(A) Permitted Use. Tenant shall use the Property for the construction and operation of a wood pelleting and gasification facility including related fixtures necessary for the receiving of raw materials, and handling, storage and delivery of final precuts.

(B) Protection of City Infrastructure. Tenant agrees that storage of piled materials shall be restricted to locations at a distance from the edge of the dock (dock setback) designated by the City Harbor Engineer in order to assure dockwall stability and as depicted in Exhibit A. Tenant further agrees to provide suitable protection to any existing water lines, power lines or other underground installations that are now in place to protect them from damage. The kind and quality of said installations are subject to the approval of City. Tenant will take all necessary precautions to prevent the spillage of products on both land and water surfaces.

(C) Other Uses. Additional uses of the Property are not permitted without the prior written approval of the Municipal Port Director. Tenant acknowledges the suitability of the Property for its intended uses and bears sole responsibility for making any determination with respect thereto.

(D) Construction of New Facilities and Operation of Business. To facilitate Tenant's permitted use of the Property, Tenant, at its sole cost and expense, shall demolish all existing improvements on the Property, construct one or more new buildings on the Property, install bulk loading/unloading systems and conveyors intended to handle cargo from rail cars and/or trucks to or from vessels and/or trucks to the new building and construct such other improvements as may be necessary for Tenant's permitted use (collectively the "Project"). Tenant acknowledges and agrees that its timely completion of the entire Project in a good and workmanlike manner is an essential condition to its on-going right to occupy the Property under the terms of this Lease. Accordingly, regardless of Tenant's timely payment of Base Rent and full compliance with all other terms and conditions of this Lease, Tenant acknowledges and agrees that, in the event that Tenant fails to timely complete any of the following benchmarks, at any time thereafter (but prior to Tenant's achievement of such benchmark), City may terminate this Lease by giving written notice to Tenant, without providing Tenant with any right to cure:

- (i) on or before September 1, 2009, completion of the demolition of all existing improvements now located on the Property and removal of all debris from the Property following demolition;
- (ii) on or before September 1, 2009, submission to and approval by City, which shall not be unreasonably withheld, conditioned or delayed, of detailed architectural plans and

specifications, prepared by a Wisconsin licensed architect using generally accepted trade practices, which are complete in all respects and contain all details requisite for completion of the Project in a form sufficient to allow Tenant to operate the Project for the permitted use thereof;

- (iii) on or before September 1, 2009, submission to and approval by City, which shall not be unreasonably withheld, conditioned or delayed, of fully executed fixed price contract(s) with a reputable general contractor(s) and equipment supplier(s) for all labor, materials and equipment required by the plans and specifications for completion and operation of the entire Project;
- (iv) on or before December 1, 2009, completion of all foundation work for the Project;
- (v) on or before March 1, 2010, completion of all framing and roof work for the Project;
- (vi) on or before June 1, 2010, completion of all bulk loading/unloading systems and conveyors and all other improvements necessary for the Project and Tenant's permitted use of the Property;
- (vii) on or before September 1, 2010, installation of all equipment necessary for the Project and Tenant's permitted use of the Property; and
- (vii) on or before November 1, 2010, commencement of Tenant's business operations.

(E) Vessel Berthing. Tenant shall have preferential, but not exclusive use of berthing space in the inner harbor alongside Tenant's leasehold. Tenant recognizes that this space is a shared docking area with other Port tenants. Tenant will give City a forty-eight (48) hour prior notice Monday through Friday during normal business hours of vessel arrivals. Tenant shall provide access to vessels, which may moor along such harbor dock whenever such access is required in the judgment of the City upon request by City. It is understood and agreed that City regularly uses the Municipal Mooring Basin adjoining and adjacent to the Property as a vessel berth and for incidental dock and navigation uses. Tenant agrees to conduct its operations in such manner as to not interfere with such mooring operations, dock operations or storage operations of City. In case of conflict over docking space, the City's Harbor Master authority for assigning berths will apply.

6. Occupancy Subject to Existing Easements and Restrictions. Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

7. Termination and Vacation.

(A) Termination and Vacation Date. Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to City by Tenant in substantially the same condition in which it was received, except for the existing improvements, which Tenant shall demolish on or before September 1, 2009 in accordance with Section 5 (D) (i) above, and the new Project, which Tenant shall construct in accordance with Section 5(D), (ii through vii) above, and which Tenant shall either demolish or leave intact on the Property in accordance with Section 7(C), below. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Property to be vacated; (2) charge Tenant twice (2x) the Base Rent set forth in Section 2 of this Lease for all periods subsequent to the date of expiration of this Lease or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Property.

(B) Optional Month-to-Month Extensions. City may at its sole option extend the Lease term on a month-to-month basis and on the same terms and conditions in the event additional time is required for Tenant to vacate Property under this section.

(C) Surrender or Removal of Improvements. As City shall elect and direct in writing, within ninety (90) days prior to the expiration date of this Lease or within ninety (90) days after the earlier termination date of this Lease, Tenant shall either leave intact or demolish and vacate the Property free and clear of all of the Project and all of related materials, equipment, improvements, and installations in place or constructed upon the Property, in accordance with Sections 5 and 15, and shall return the Property to City as bare ground. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after ten (10) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant. In no event shall City have any right to any of Tenant's trade fixtures; and, except as otherwise set forth in this Lease, Tenant may remove such trade fixtures upon the termination of this Lease, provided Tenant repairs any damage caused by such removal.

8. Default. The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

(A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter

amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; City may at its sole option extend the Lease term on a month-to-month basis in the event additional time is required for Tenant to vacate Property under this Section; or

(B) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

(C) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

(D) Tenant shall abandon the Property for a period of thirty (30) days.

(E) Tenant shall be delinquent in any rental or other payments due under this Lease and such delinquency shall continue for five (5) days after notice thereof in writing to Tenant; or

(F) Tenant shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for ten (10) days after notice thereof in writing to Tenant; or

(G) Tenant shall make any assignment, sublease, transfer, conveyance or other disposition of its interest in the Property without the express written consent of City; or

(H) Tenant shall fail to timely meet any of the benchmarks set forth in Section 5(D), above. Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of ten (10) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said ten (10) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended;

however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Lease ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

9. Maintenance and Housekeeping.

(A) Routine maintenance, housekeeping and cleanliness shall be the responsibility of Tenant. City retains the right to have any of its officers, agents or employees inspect the Property at all reasonable time and Tenant shall be required to grant full access to the Property at such times.

(B) Since the Property is vacant at the inception of this Lease, any and all buildings, fixtures or other improvements thereon that may be constructed or placed upon Property shall be constructed or placed at the Tenant's sole cost and expense. Except for damage caused by fire or other casualty, as specified in Section 16 of this Lease, Tenant, at Tenant's sole cost and expense, shall have the affirmative duty to periodically inspect, maintain, service, repair and replace, if necessary, all portions of the Property including all buildings and improvements thereon, and including, but not limited to, all building elements, branch plumbing and fixtures, pest extermination, fences and rail track up to and including the railroad switch leading onto Tenant's spur. In addition thereto, Tenant shall keep the Property and any dock area servicing the Property in a clean and sanitary condition shall take all necessary measures to prevent pollutants and hazardous wastes from being discharged onto or beneath the Property or into navigable waterways, shall keep the common parking areas, driveways and loading docks free of Tenant's debris, and shall control weeds and maintain landscaping. Tenant shall not store materials, waste or pallets outside of the Property, and shall timely arrange for the removal and/or disposal of all pallets, crates and refuse owned by Tenant which cannot be disposed of in the dumpster(s) servicing the Property.

(C) Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations, as well as all requirements of City's insurance carrier. In the event Tenant fails to properly perform any such repairs or maintenance within a reasonable period of time, City shall have the option to perform any such repairs on behalf of Tenant, in which event Tenant shall reimburse to City, as Additional Rent, the costs thereof within thirty (30) days after receipt of City's invoice for same.

10. Utilities. Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

11. **Assignment and Subleasing.** Tenant shall not assign or sublet the Property or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City. For purposes of this Section, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Lease. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease. Further, in the event of any such sublease or assignment, Tenant shall reimburse City for all reasonable attorneys' fees in connection with reviewing and/or drafting any appropriate documents to affect such transfer of Tenant's interests. Further, Tenant shall pay to City as Additional Rent under this Lease, 50% of any profit, rental or other compensation received in excess of the rental specified in Section 2 of this Lease by Tenant as a consequence of any assignment or sublease hereunder.

12. **Indemnification.** Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability, claim, demand, judgment or loss arises solely from a negligent act of the City, its agents, contractors or employees.

13. **Insurance.** Tenant shall maintain in full force and effect throughout the currency of this Lease, the following insurance covering any and all liability or obligations which may result from operations by Tenant, Tenant's employees, agents, contractors or subcontractors as aforesaid in this Lease:

(A) Property insurance coverage protecting against physical damage (including but not limited to fire, lightning, extended coverage perils, vandalism, sprinkler leakage, water damage, collapse and other special extended perils) to the extent of the replacement cost of Tenant's personal property and improvements as well as goods or property in Tenant's care, custody and/or control.

(B) Comprehensive General Liability Insurance (including but not limited to Products and Completed Operations and Contractual Liability, as applicable to Tenant's obligations under this Lease) with limits not less than:

Each Occurrence Limit:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Policy Aggregate:	\$2,000,000

- (C) Automotive Liability Insurance with Limits not less than:
 Bodily Injury and Property Damage
 Combined Single Limit: \$1,000,000 per occurrence
- (D) Worker's Compensation Insurance in accordance with Chapter 102, Wisconsin Statutes and any applicable Federal law.
- (E) Umbrella Coverage: \$10,000,000 in aggregate
- (F) Environmental Impairment Liability Coverage to be continued for a period of 4 years after Lease expiration.
- | | |
|-----------------------|-------------|
| Each Occurrence Limit | \$2,000,000 |
| Aggregate Coverage | \$4,000,000 |

(G) The requirements of Subsection (C) and (D) above will be met once Tenant obtains one or more motor vehicles and once Tenant acquires one or more employees. Both acquisitions must be reported to City immediately in writing. Failure to comply with this requirement will result in the termination of this Lease.

(H) All such policies shall be of a form and content satisfactory to City. In addition, the Board of Harbor Commissioners of the City of Milwaukee and the City of Milwaukee will be designated on the General Liability, Property Insurance, Automobile and Umbrella policies as Additional Named Insureds. All policies shall be with companies licensed to do business in the State of Wisconsin and rated A or better in the most current issue of Best's Key Rating Guide. Tenant shall furnish City with certificates of insurance for all policies showing that insurance has been written as required. Such evidence shall be provided by Tenant at least thirty (30) days prior to occupancy; and further, such policies shall provide that no less than thirty (30) days written notice be given to City before any such policies are cancelled or substantially changed to reduce the insurance provided thereby. Said certificates of insurance shall remain in effect for the duration of this. Tenant shall not act in any manner that may make void or voidable any insurance required herein. Upon written demand, Tenant shall provide City full, complete and accurate copies of the insurance policies required by this Lease. Once in every three (3)-year period during the term of this Lease, City shall review the extent and limits of the insurance coverage required herein. After said review, should City determine an increase in the extent and/or limits of insurance coverage is required, Tenant shall be so notified in writing and Tenant shall cause such increases to be placed in effect within thirty (30) days of receiving such notice. In no event shall the extent and limits of insurance coverage be reduced from the amounts shown herein.

(I) The attorney in fact or agent of any insurance company furnishing any policy of insurance shall sign and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or has received any premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

14. **Taxes.** Tenant shall pay and discharge when due all taxes, if any, assessments, levies and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

15. **Alterations & Improvements.** Tenant shall not make any alterations, additions, buildings or improvements to the Property without the prior written consent of City except as specified in this Lease. Improvements shall be constructed in a good and workmanlike manner, and in compliance with all applicable governmental and quasi-governmental laws, ordinances and regulations, Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions, buildings or improvements. Tenant or its contractors agree to properly secure all necessary permits and licenses required by any state, federal or local departments or agencies for the construction and operation of Tenant's business and improvements. A copy of each such permit or license shall be sent to the Port of Milwaukee for its record file.

16. **Destruction.** If the project or other improvements upon the Property are damaged in whole or in part by casualty, Tenant shall be solely responsible for the repair or replacement of the same within one hundred eighty (180) days from the date of said casualty. There shall be no rent abatement during such period. If Tenant does not rebuild in 180 days or such other period of time as Tenant and City mutually agree upon in writing, City may immediately terminate this Lease.

17. **Compliance with Laws and Orders.**

(A) **Laws.** Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Lease and of any successor or equivalent document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Lease.

(B) **Licenses and Permits.** Tenant or its contractors agree to properly secure all necessary permits and licenses required by any state, federal or local departments or agencies for the construction and operation of Tenant's business and improvements. A copy of each such permit or license shall be sent to the Port of Milwaukee for its record file.

18. Security Compliance.

(A) Homeland Security. Tenant agrees to conform to all national security requirements imposed by the U.S. Department of Homeland Security, the Marine Transportation Security Act and its implementing regulations, as well as any applicable state and local security rules and regulations.

(B) Port Consortium. Tenant also agrees to comply with any measures and obligations imposed by a Port of Milwaukee tenant consortium formed to administer security requirements. Tenant will become a member of any such consortium and pay any fees or levies imposed by that consortium or by the Port of Milwaukee to cover security costs.

(C) Definition. "Security," as that term is used herein shall mean "Measures designed to safeguard personnel; to prevent unauthorized access to equipment, property, buildings, harbor facilities, installations, materials, and documents; and to safeguard against espionage, sabotage, damage, and theft, or to prevent persons or organizations from engaging in any activity or using Port properties, equipment and material in a manner that would aid an effort to harm vital interests of the City of Milwaukee, the State of Wisconsin or the United States of America."

19. Environmental Compliance and Obligations.

(A) Compliance with Environmental Regulations. Tenant shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Tenant may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

(B) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed

of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

(C) Obligation to Investigate and/or Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or any violation of Environmental Requirements caused by the Presence of and/or activities or operations conducted by the Tenant upon the Property. Any such investigation and/or remediation shall be performed by and under the direction of a qualified environmental consulting or engineering firm approved by City in advance of the commencement of the work. Tenant agrees to allow entry upon the Property by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

(D) Survival of Obligations. Tenant's obligations with respect to the environmental condition of the Property (as more fully set forth in Subsections (A) through (C) above) shall survive the expiration or termination of this Lease.

(E) "Baseline Environmental Survey." Tenant and City will equally share the cost to conduct a Phase I comprehensive environmental survey of the Property ("Baseline Environmental Survey"), which shall describe in detail the environmental condition of the Property existing as of the commencement date of this Lease. Tenant acknowledges that any environmental issues, conditions or problems not specifically identified and described in the Baseline Environmental Survey would be attributable to the activities and/or operations of the Tenant and, therefore, within the scope of the Tenant's obligations under this Section.

20. **Liens.** Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as “Encumbrance”) to be filed, against the Premises or the Property, Tenant shall dismiss or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days, City shall have the absolute right to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney’s fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity.

21. **Time of the Essence.** It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

22. **Waiver.** One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

23. **Sole Agreement and Amendment.** This shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease. Each person signing this Lease warrants that this is the full, entire and complete Lease between the parties; that the terms of this Lease supersede and nullify any and all prior discussion, negotiations or agreements between the parties and/or any of the parties’ respective officers, employees or agents relating in any manner to the subject matter of this Lease; and that no promise or inducement not expressed in this Lease has been made or exists to cause or influence each such person to execute this Lease. Each person signing this Lease warrants their ability to bind the party on whose behalf each signs.

24. **Notice.** Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

BOARD OF HARBOR COMMISSIONERS
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
Attention: Municipal Port Director

To The Tenant:

Edward L. Waters
Waters' New Biotech, Inc.
1393 Meadowcreek Dr. #8
Pewaukee, WI 53072

25. **Governing Law.** This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

26. **Public Records Law.** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Lease are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Tenant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease, and that the Tenant must defend and hold the City harmless from liability under that laws. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Lease.

27. **Nondiscrimination.** Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

28. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease. The terms "Board of Harbor Commissioner" and "City" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

29. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease under seal as of the day and year first above written.

CITY OF MILWAUKEE

Thomas A. Barrett , Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

WATERS' NEW BIOTECH INC.

Edward L. Waters, CEO & President

STATE OF _____
_____ **COUNTY**

Personally came before me this _____ day of _____, 20____, Edward L. Waters, CEO & President, and _____ the _____, of Waters New Biotech Inc., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

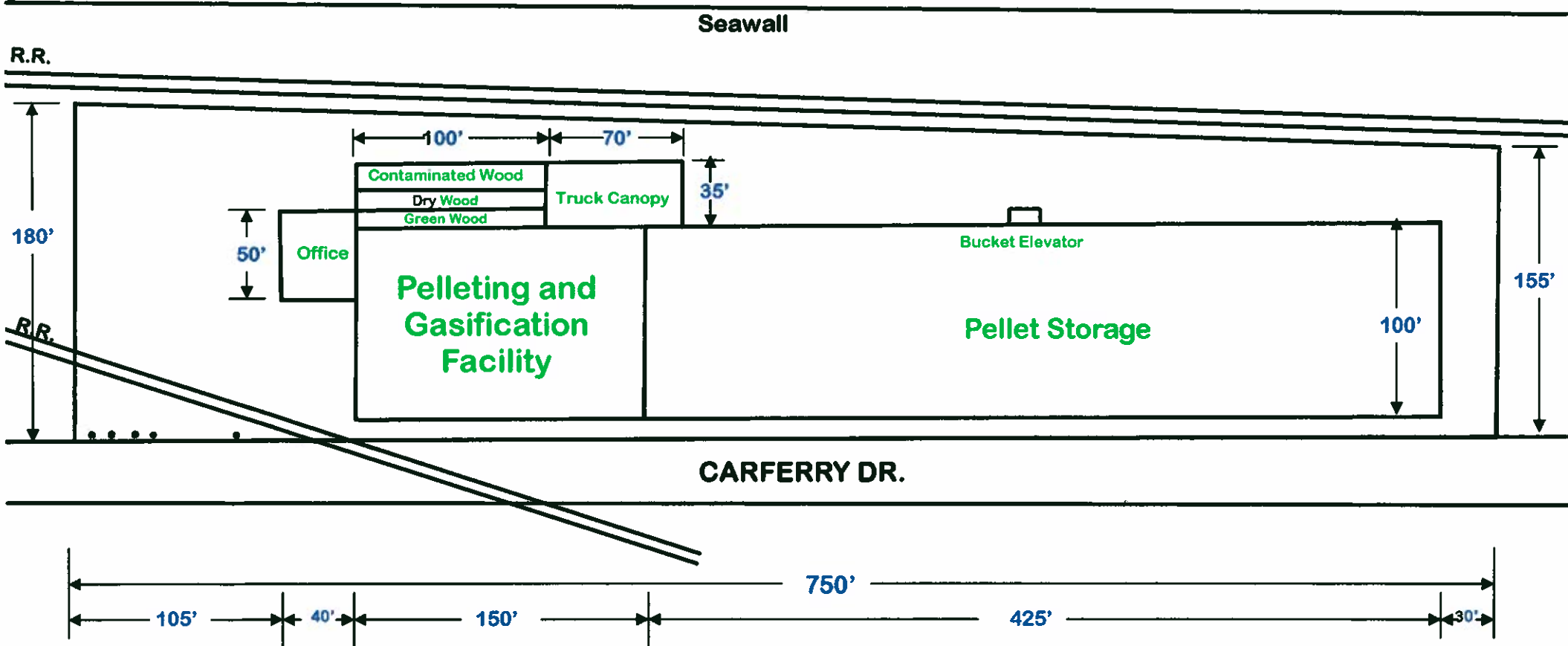
NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

APPROVED as to Form and Execution this
_____ day of _____, 20____

Assistant City Attorney

i:watersbiotechlse09.doc

MUNICIPAL MOORING BASIN



1/10" = 7.5'

PW FILE NUMBER: 081637

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 080390

File ID: 080390

Type: Resolution

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 07/01/2008

File Name:

Final Action:

Title: Substitute resolution to vacate a portion of the east-west alley in the block bounded by West Meinecke Avenue, West North Avenue, North 53rd Street and North 54th Street, in the 10th Aldermanic District.

Notes: cpc

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note.doc ,Exhibit A ,Hearing Notice List

Enactment Number:

Drafter: ajf

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	07/01/2008	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	07/02/2008	REFERRED TO	CITY PLAN COMMISSION	08/01/2008		
	Action Text: This Resolution was REFERRED TO to the CITY PLAN COMMISSION due back on 8/1/2008						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	CITY CLERK	04/16/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 080390

..Number

080390

..Version

SUBSTITUTE 1

..Reference

..Sponsor

THE CHAIR

..Title

Substitute resolution to vacate a portion of the east-west alley in the block bounded by West Meinecke Avenue, West North Avenue, North 53rd Street and North 54th Street, in the 10th Aldermanic District.

..Analysis

This substitute resolution vacates the above portion of alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was initiated by Nancy Jablonski and Neil Guenther to consolidate properties on the north and south sides of the alley to allow for the development of a play area for a day care center.

..Body

Whereas, It is proposed that a portion of the east-west alley in the block bounded by West Meinecke Avenue, West North Avenue, North 53rd Street and North 54th Street be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

Whereas, The Department of Public Works has been authorized and directed to prepare a coordinated report estimating all costs and benefit assessments that will be incurred with said vacation; and

Whereas, That as provided by Section 62.73, Wisconsin Statutes, a lis pendens must be filed with the Milwaukee County Register of Deeds; and

Whereas, Said vacation has been reviewed in accordance with Section 308-28, Milwaukee Code of Ordinances; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said portion of alley as indicated by Exhibit A and bound and described by:

That part of the east-west 18-foot wide alley as platted in Block 1 of Cramer Subdivision, a recorded subdivision, in the Southwest 1/4 of Section 14, Township 7 North, Range 21 East, described as follows: Commencing at the northwest corner of Lot 8 in said Block 1; thence Easterly, along the north line of Lots 8 and 9 in Block 1 aforesaid, 90.00 feet to the northeast corner of Lot 9; thence Northerly, along the northerly extension of the east line of Lot 9, to a point in the centerline of said alley; thence Westerly, along said centerline, to a point in the southeasterly extension of the easterly line of Lot 7 in said Block 1; thence Northwesterly, along said southeasterly extension, to a point in the south line of Lot 7; thence Westerly, along said south line, 88.87 feet to the southwest corner of Lot 7; thence Southerly to the point of commencement is vacated; and, be it

Further Resolved, That a notice of pendency of said vacation has been recorded at the Milwaukee County Register of Deeds and the Commissioner of the Department of City Development may request a release of the lis pendens without Common Council action if said vacation is not approved; and, be it

Further Resolved, That the Commissioner of Public Works and/or the City Engineer are authorized to implement the actions listed in the coordinated report relating to said vacation and when a money deposit is required, it must be deposited prior to implementing said actions; and, be it

Further Resolved, That as provided by Section 62.73, Wisconsin Statutes, said vacation shall not terminate the easements and rights incidental thereto acquired by or belonging to any county, town, village or city, or to any utility or person in any underground structures, improvements or services, as enumerated or otherwise existing in said description of land above described, both easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if said portion of alley had not been vacated.

..Drafter

DCD:AJF:ajf

04/16/09

April 20, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 080390 vacates a portion of the east-west alley in the block bounded by West Meinecke Avenue, West North Avenue, North 53rd Street, and North 54th Street, in the 10th Aldermanic District. This vacation was initiated by Nancy Jablonski and Neil Guenther to consolidate properties on the north and south sides of the alley and will allow for the development of a play area for a day care center.

The Department of Public Works Coordinated Report contains no stated objections to the proposed vacation. At the request of the Commissioner of Public Works, the petitioner has provided:

Benefit Assessments	\$1,952.88
Drainage Easement	\$600.00
Total	\$2,552.88

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on April 20, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Michael Murphy

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 07/01/08

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution to vacate the east-west alley in the block bounded by North 53rd Street, North 54th Street, West North Avenue and West Meinecke Avenue, in the 10th Aldermanic District.

B) SUBMITTED BY (Name/title/dept./ext.): Rocky Marcoux, Commissioner, DCD

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

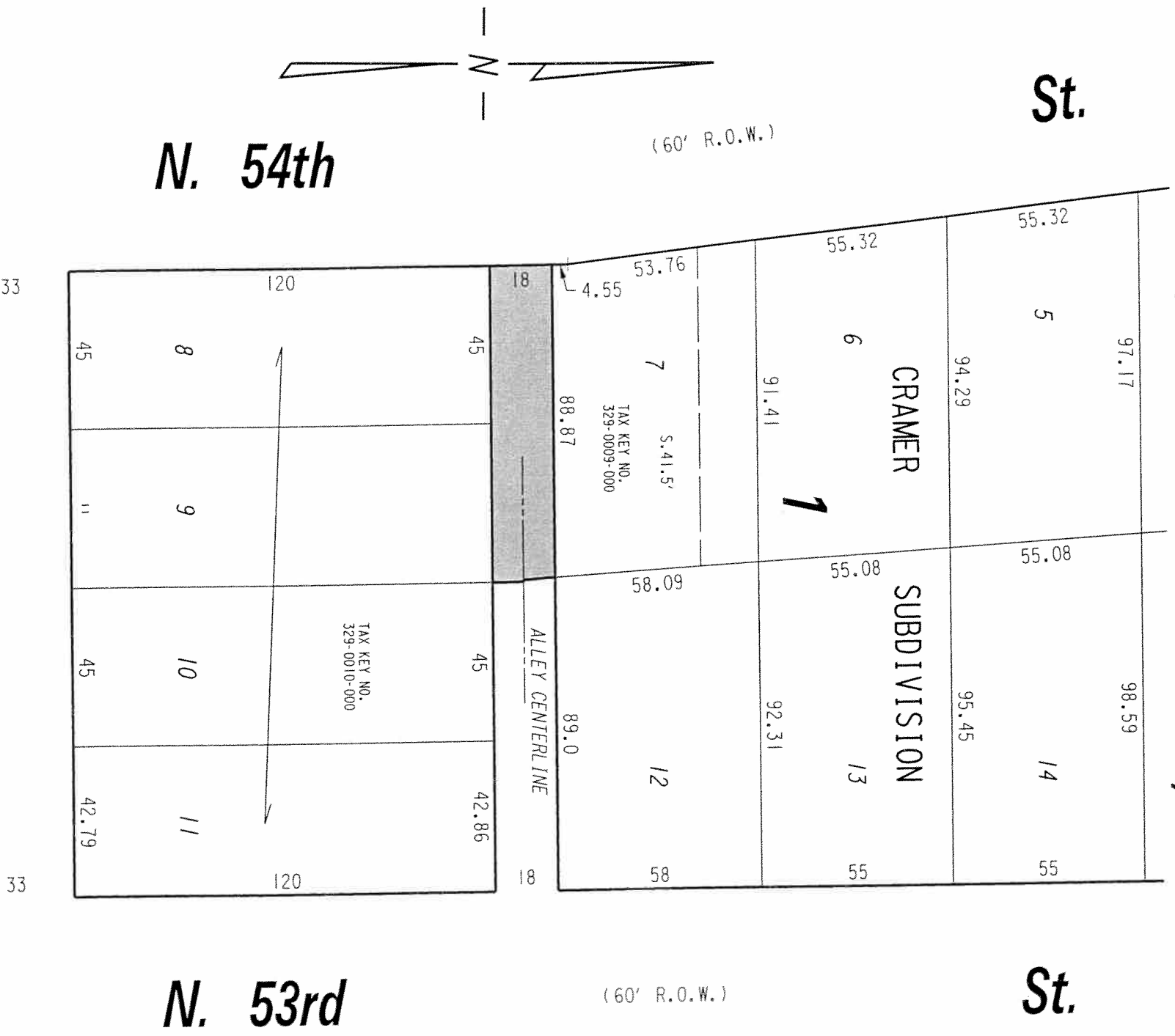
H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

329

St.

St.



W. North Ave.

(66' R.O.W.)



REVISED: MARCH 16, 2009

EXHIBIT "A"
FILE NO. 080390

INFRASTRUCTURE SERVICES DIVISION

LIMITS REVISED

MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS

CH'K'D. BY: W.E. FUCHS

DRAWN BY: W.E.F.

DATE: JULY 29, 2008

PROJECT/GRANT NO.: WK52337268

SCALE: 1" = 40'

APPROVED BY:

W:\eng\row\vcad10m\7258.vgc

CENTRAL DRAFTING & RECORDS MANAGER

JAMES M. KIRBY
Senior Engineer

PW FILE NUMBER: 080390

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081745

File ID: 081745

Type: Communication

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Communication from the Department of Public Works Operations Division Forestry Section relating to the status of the Sustainable Boulevard Plan.

Notes:

Sponsors: Ald. Dudzik

Enactment Date:

Attachments: Hearing Notice List

Enactment Number:

Drafter: met

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Communication was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081745

..Number

081745

..Version

ORIGINAL

..Reference

..Sponsor

ALD. DUDZIK

..Title

Communication from the Department of Public Works Operations Division Forestry Section relating to the status of the Sustainable Boulevard Plan.

..Requestor

..Drafter
MET
4/15/09
LRB09165-1



COMMITTEE ASSIGNMENTS

VICE CHAIR
Public Works Committee

MEMBER
Finance & Personnel Committee

JOE DUDZIK

Alderman, 11th District

April 20, 2009

Jeffrey Mantes, Commissioner
Department of Public Works
841 North Broadway Room 501
Milwaukee, WI 53202

Dear Mr. Mantes:

Council file number 081745, a communication from your department's Forestry Section relating to the status of the Sustainable Boulevard Plan, will be heard at the April 22nd Public Works Committee meeting. I have spoken to David Sivyer regarding this matter, but I would like to clarify the questions I wish to be answered at this meeting. They are the following:

- 1) At what stage is the project? What work has been done at what locations?
- 2) How was the order of locations to be converted determined? What criteria were used in making those decisions?
- 3) What are the future plans and locations for implementation?
- 4) Is the project on time and within budget?
- 5) Will the project, once completed, still result in the same cost savings as originally projected?

I look forward to the update on this important project.

Sincerely,

A handwritten signature in black ink that reads 'Joe'.

Joseph Dudzik
Alderman, 11th District
Milwaukee Common Council

Sustainable Boulevard Plan

In May 2006, DPW-Operations Division released a *2006 Boulevard Plan* for the City of Milwaukee that set forth the findings and recommendations of a working group. A Sustainable Boulevard Plan capital project was included in the 2007 Proposed Budget that represented an effort to implement some, but not all, of the recommendations contained in the *2006 Boulevard Plan*. The Common Council deleted the plan in its review of the 2007 Budget.

A Sustainable Boulevard Plan capital project was again included in the 2008 Proposed Budget after the department held a series of public meetings to solicit public reaction to the plan. While a small minority objected to the plan, the majority were in favor in order to make the boulevards financially and environmentally more sustainable. The Plan was adopted as part of the 2008 Budget.

The Plan's key elements include:

1. Boulevards types are classified as “landmark,” “gateway” and “connecting” depending on their location, historical significance, visibility and traffic volumes.
2. Flower beds are to be removed from “connecting” boulevards and shade and ornamental trees planted on these “connecting” street segments as a means of reducing maintenance costs while growing the City’s tree canopy to improve air-quality and reduce storm water runoff. However, many recently renovated flowerbeds are to remain on connecting boulevards.
3. Enhancing planting beds at key street intersections (“landmark” and “gateway” locations) through the use of a mix of annuals, perennials, shrubs, native plants, decorative edging and automated irrigation systems.
4. Introducing rain garden elements into boulevard segments.

The Sustainable Boulevard Plan is being implemented over a 3-year period. Because the Sustainable Boulevard Plan will eliminate manual activation of boulevard irrigation systems and reduce the number of flower beds in the boulevard system, the number of seasonal laborers needed to maintain the boulevards will decrease significantly following implementation of the Plan. The Forestry Section anticipates the elimination of 20 Urban Forestry Laborer (Seasonal) positions once the Plan is fully implemented. This will translate into a \$180,000-\$200,000 annual savings in seasonal staff costs. Thus, DPW projects that the \$1.65 million investment in the Sustainable Boulevard Plan will be fully recovered in 9 to 10 years.

The Sustainable Boulevard Plan has been implemented on a citywide basis, rather than in geographical phases. In other words, in each of the 3 years of Plan

implementation, each of Forestry's 3 districts (North, Central and South) are re-ordering and converting about one-third of its boulevard segments. In 2009, 860 of the new boulevard trees will be planted in addition to the changes in flower beds.

Prepared By: Mary E. Turk (286-8680)
LRB-Research & Analysis
April 17, 2009

PW FILE NUMBER: 081745

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081573

File ID: 081573

Type: Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 03/03/2009

File Name:

Final Action:

Title: A substitute ordinance relating to amending planting standards in certain portions of the public right-of-way.

Notes:

Sponsors: Ald. Witkowski

Enactment Date:

Attachments: Fiscal note ,Hearing Notice List

Enactment Number:

Drafter: met

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/03/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Ordinance was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
1	CITY CLERK	04/03/2009	DRAFT SUBMITTED				
	Action Text: This Ordinance was DRAFT SUBMITTED						
1	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081573

..Number

081573

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. WITKOWSKI, BAUMAN AND WADE

..Title

A substitute ordinance relating to amending planting standards in certain portions of the public right-of-way.

..Sections

116-54-3 rn

116-54-3 cr

116-54-4 rn

200-24-1 am

245-4-30 cr

..Analysis

This ordinance clarifies the use of landscaping edging related to planting standards in certain portions of the public right-of-way. It also requires that the edging be 1 ½ feet from both the curb and sidewalk and be no higher than 6 inches. It allows landscaping edging as a permissible projection and encroachment. No building code permit is required for installation of edging.

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 116-54-3 and 4 of the code is renumbered 116-54-4 and 5.

Part 2. Section 116-54-3 of the code is created to read:

116-54. Planting of Flowers in the Public Right-of-Way.

3. LANDSCAPING EDGING. Decorative landscaping edging is permitted in the public right-of-way if it is 1 ½ feet from both the curb and the sidewalk. It may not obstruct or encroach upon the curb or sidewalk, block sight lines to the street, be higher than 6 inches or potentially create a trip hazard on the sidewalk or roadway.

Part 3. Section 200-24-1 of the code is amended to read:

200-24. Permits Required. 1. REQUIRED. No person may erect, construct, enlarge, alter, repair, move, improve, convert to new uses, raze or demolish any building or structure, nor install therein any equipment, occupy and use any building, structure, equipment or premises or cause the same to be done or commence any excavation on any premises without first obtaining a permit from the commissioner of city development and paying the fee as prescribed by this code. Permits may be issued at the discretion of the commissioner of city development to persons in arrears of payment of any fees specified in ss. 200-32 and 200-33 or persons who have failed to comply with any outstanding order of the department if the permit is required to comply with an outstanding order or citation. No permit applied for under this subchapter may be issued unless the applicant has first complied with s. 66-12-5, with respect to submitting an asbestos project statement. >> A permit is not required for decorative landscaping edging as regulated in s. 116-54-3.<<

Part 4. Section 245-4-30 of the code is created to read:

245-4. Permissible Projections and Encroachments.

30. Decorative landscaping edging is permitted in the public right-of-way as regulated in s. 116-54.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date:_____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____
..Requestor

..Drafter
MET
4/3/09
LRB09095-2

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 7, 2009FILE NUMBER: 081573Original Fiscal Note ☐ Substitute ☐SUBJECT: A substitute ordinance relating to amending planting standards in certain portions of the public right-of-way.B) SUBMITTED BY (Name/title/dept./ext.): David B. Sivyer, Forestry Services Manager/Dept. of Public Works/Ext. 3729

- C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

- D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY) *Revenue from MCAMLIS S.C.*

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 081573

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 081578

File ID: 081578

Type: Resolution

Status: In Committee

Version: 1

Reference: 060292 and
071402

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester:

Cost:

File Created: 03/03/2009

File Name:

Final Action:

Title: Substitute resolution accepting a \$10,000 cash contribution from the City of Wauwatosa for the purpose of funding the development of Hartung Park.

Notes:

Code Sections:

Indexes: DONATIONS, PARKS

Sponsors: Ald. Bohl

Attachments: Hearing Notice List

Drafter: jro

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/03/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	03/05/2009	HEARING NOTICES SENT		03/10/2009		
0	PUBLIC WORKS COMMITTEE	03/10/2009	HELD TO CALL OF THE CHAIR				Pass
	Action Text: A motion was made by ALD. WADE that this Resolution be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote:						
Mover:	ALD. WADE	Aye:5 - Bauman, Dudzik, Wade, Donovan, and Puente No:0					5-0
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	CITY CLERK	04/17/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081578

..Number

081578

..Version

SUBSTITUTE 1

..Reference

060292, 071402

..Sponsor

ALD. BOHL

..Title

Substitute resolution accepting a \$10,000 cash contribution from the City of Wauwatosa for the purpose of funding the development of Hartung Park.

..Analysis

This resolution accepts a \$10,000 cash contribution from the City of Wauwatosa for the purpose of offsetting the City of Milwaukee's costs of developing Hartung Park.

..Body

Whereas, For over 40 years, the Department of Public Works has been using the former Hartung Quarry, located south of West Keefe Avenue and east of North Menomonee River Parkway, as a site for the deposit of clean fill; and

Whereas, In recent years, as the landfill neared capacity and the Department of Public Works prepared for its closure, neighborhood residents, representatives of various City and Milwaukee departments, and elected officials from the cities of Milwaukee and Wauwatosa (in which part of the site is located) developed a plan for redevelopment of the Hartung Quarry site as a recreational facility; and

Whereas, On July 12, 2006, the Common Council adopted File Number 060292, a resolution designating the Hartung Quarry property as the site of a future park, to be known as "Hartung Park," and endorsing the "Hartung Quarry Park Conceptual Development Plan and Proposed Site Features" as the plan for future development of Hartung Park; and

Whereas, On February 26, 2008, the Common Council adopted File Number 071402, a resolution authorizing the Department of Public Works to fund and construct Phase 1 of the Hartung Park project with a State of Wisconsin Stewardship Local Assistance Grant in the amount of \$250,000 and a City match of \$250,000; and

Whereas, The 2008 City Budget provided \$200,000 in capital funds for Phase 1 of the Hartung Park project; and

Whereas, The remaining \$50,000 of the City match was provided in the form of DPW-Operations Division environmental remediation capital funding in the 2008 Budget; and

Whereas, Over one-third of the entire Hartung Park site - and all of Phase I of the park -- is located in the City of Wauwatosa; and

Whereas, The current Wauwatosa city budget includes funding for a \$10,000 contribution to the City of Milwaukee to help defray the City's costs of developing Hartung Park; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is authorized to transfer these additional grantor funds to the project chartfield as follows:

Project Grant

BU320080100

Hartung Redevelopment Phase I

SP032090100

Fund 0306

\$10,000

; and, be it

Further Resolved, That the Department of Public Works-Operations Division is authorized to expend these funds for development of Hartung Park.

..Requestor

..Drafter
LRB09105-1
JDO
04/17/2009

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 4/20/09FILE NUMBER: 081578Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution accepting a \$10,000 cash contribution from the City of Wauwatosa for the purpose of funding the development of Hartung Park.B) SUBMITTED BY (Name/title/dept./ext.): Ghassan Korban/Coordination Manager/3304

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

☐

PW FILE NUMBER: 081578

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master with text

File Number: 081687

File ID: 081687

Type: Ordinance

Status: In Committee

Version: 1

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

Requester: COMMON COUNCIL

Cost:

File Created: 04/14/2009

File Name:

Final Action:

Title: A substitute ordinance relating to special privilege procedures.

Notes:

Code Sections:

Indexes: SPECIAL PRIVILEGE PERMITS

Sponsors: Ald. Bauman

Attachments: Fiscal Note ,Hearing Notice List

Drafter: mst

Contact:

Agenda Date:

Agenda Number:

Enactment Date:

Enactment Number:

Effective Date:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Ordinance was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
1	CITY CLERK	04/21/2009	DRAFT SUBMITTED				
	Action Text: This Ordinance was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081687

..Number

081687

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. BAUMAN

..Title

A substitute ordinance relating to special privilege procedures.

..Sections

81-115 rn

81-115-2 cr

81-115-3 cr

245-12-3-b am

245-12-5 rn

245-12-5 cr

245-12-7 cr

..Analysis

Current code provisions require any petition for a special privilege to pay a \$250 fee “for the purpose of defraying the cost of printing and other expenses which the city may incur.” This applies not only to petitions for new special privileges, but also amendments of existing special privileges, which are required when items are added or deleted, or when there is a change in ownership. This ordinance reduces the fee to \$125 when amending a special privilege for the purpose of adding items and eliminates the \$250 fee when amending a special privilege for the purpose of removing items or recording a change in ownership.

Current code requires that a special privilege applicant or grantee file with the city clerk a surety bond in an amount not to exceed \$10,000, as well as a certificate of insurance indicating minimum public liability coverage as follows: \$25,000 covering bodily injury to any one person; \$50,000 covering bodily injury to more than one person; and \$10,000 covering property damage. This ordinance removes the surety bond requirement while increasing the required public liability insurance coverages fourfold to \$100,000, \$200,000 and \$40,000, respectively.

Finally, this ordinance imposes an initial forfeiture of not more than \$50 for failure to comply with any of the provisions of s. 245-12, special privileges, within 60 days of written notification from the city clerk. The forfeiture shall be increased by \$50 for each 15 days or portion thereof following the 60-day period, the total forfeiture not to exceed \$250.

..Body

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 81-115 of the code is renumbered 81-115-1.

Part 2. Section 81-115-2 and 3 of the code is created to read:

81-115. Special Privileges; Granting of Encroachments.

2. The fee for the introduction of each ordinance or resolution amending a special privilege for the purpose of adding items shall be \$125.

3. There shall be no fee charged for the introduction of an ordinance or resolution amending a special privilege for:

- a. Removal of items.
- b. Sale, transfer or conveyance of ownership.

Part 3. Section 245-12-3-b of the code is amended to read:

245-12. Special Privileges.

3. PROVISIONS.

b. [[File with the city clerk a bond of a surety company duly incorporated in the state of Wisconsin or duly licensed to do business in this state, in such sum as the common council may require but not exceeding \$10,000, such bond to be approved by the city attorney. Individual sureties shall not be deemed in compliance with this section.]] The applicant shall [[also]] file with the city clerk a certificate of insurance indicating applicant holds a public liability policy in the sum of at least [[[\$25,000]] >>\$100,000<< covering bodily injury to any one person, and [[[\$50,000]] >>\$200,000<< covering bodily injury to more than one person in any one accident, and [[[\$10,000]] >>\$40,000<< covering property damage to any one owner on the area of areas included within the special privilege, and naming the city of Milwaukee as an insured. [[Both bond and]] >>The<< insurance policy shall provide that [[they]] >>it<< shall not be cancelled until after at least 30 days' notice in writing to the city clerk. In lieu of the [[bond and]] insurance policy

coverage, a public service corporation, or a cooperative association organized under ch. 185, Wis. Stats., to render or furnish telephone, gas, light, heat or power, or colleges and universities may file with the city clerk proof of financial responsibility containing the conditions and giving the protection required in the public liability policy. Acceptance of [[such]] >>the<< proof of financial responsibility shall be subject to approval by the city attorney upon consultation with the city comptroller.

Part 4. Section 245-12-5 is renumbered 245-12-6.

Part 5. Section 245-12-5 of the code is created to read:

5. AMENDMENTS.

- a. A grantee desiring to add items to or remove items from a special privilege shall file with the city clerk a special privilege amendment petition in writing on a form furnished for this purpose by the city engineer or the commissioner of city development.
- b. Any sale, transfer or conveyance of ownership of a property with a special privilege requires the new ownership to file with the city clerk a special privilege amendment petition in writing on a form furnished for this purpose by the city engineer or the commissioner of city development.

Part 6. Section 245-12-7 of the code is created to read:

7. PENALTY. Failure to comply with any of the provisions of this section within 60 days of written notification from the city clerk shall result in a forfeiture of not more than \$50 for each offense. The forfeiture shall be increased by \$50 for each 15 days or portion thereof following the 60-day period, the total forfeiture not to exceed \$250.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

LRB09157-4

MST

4/21/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 4/17/09FILE NUMBER: 081687☒ X Substitute ☐SUBJECT: An ordinance relating to special privilege procedures.B) SUBMITTED BY (Name/title/dept./ext.): Rebecca Grill, License Manager/City Clerk-License Division/Ext. 2362

- C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

- D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS					

- F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

- G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 081687

NAME	ADDRESS	DATE SENT		
Rebecca Grill	License Div. Manager	4/16/09		
Jeff Mantes	Commissioner of Public Works	4/16/09		
Jeff Polenske	City Engineer	4/16/09		
Clark Wantoch	Dept. of Public Works-Infrastructure	4/16/09		
Michael Loughran	Dept. of Public Works-Infrastructure	4/16/09		
Michael Talarczyk	LRB	4/16/09		



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081498

File ID: 081498

Type: Resolution

Status: In Committee

Version: 1

Reference: 030313

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 03/03/2009

File Name:

Final Action:

Title: Substitute resolution amending a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue, in the 3rd Aldermanic District.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Special Privilege Petition ,Pictures ,Hearing Notice
List

Enactment Number:

Drafter: dkf

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/03/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	03/04/2009	REFERRED TO	DEPARTMENT OF PUBLIC WORKS	04/03/2009		
	Action Text: This Resolution was REFERRED TO to the DEPARTMENT OF PUBLIC WORKS due back on 4/3/2009						
1	CITY CLERK	04/15/2009	DRAFT SUBMITTED				
	Action Text: This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081498

..Number
081498
..Version
SUBSTITUTE 1

..Reference

030313

..Sponsor

THE CHAIR

..Title

Substitute resolution amending a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue, in the 3rd Aldermanic District.

..Analysis

This resolution amends a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue.

..Body

Whereas, Il Dolce Vita LLC, a tenant of the subject premises, requested permission to construct and maintain a covered walk in the public right-of-way; and

Whereas, Special privileges are normally granted to property owners; and

Whereas, Mark Saigh owns the property and he has confirmed via telephone conversation that he is amenable to the installation of the covered walk and that he will take responsibility for the duties of this special privilege; and

Whereas, A previous property owner requested permission to construct and maintain two dumpster enclosures, moveable planters and to keep and maintain a concrete step in the public right-of-way; and

Whereas, Permission for said items was granted under Common Council Resolution File Number 030313 in March 2004; and

Whereas, Said items may only legally encroach into the public right-of-way by the granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 030313 is hereby rescinded; and, be it

Further Resolved, That Mark Saigh, c/o Mimi Trust, 1325 East Altadena Drive, Altadena, California 91001 is hereby granted the following special privileges:

1. To construct and maintain a covered walk projecting 9 feet into the west, 11-foot wide sidewalk area of North Farwell Avenue. Said 6-foot 10-inch wide covered walk is centered approximately 46 feet southerly of southline of East Brady Street. The covered walk is supported by the building at one end and by vertical supports located approximately 2 feet from the curb line. The minimal vertical clearance between the skirt of the covered walk and the sidewalk below is 8 feet.

Said covered walk shall generally be constructed in accordance with the policies set forth in Common Council Resolution File Number 62-1211-a, adopted July 24, 1962. The covered walk frame shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the sidewalk level. The covering shall be of approved material. All fixtures and materials for illumination of the covered walk shall be indicated on the construction plans and approved prior to installation. No sign or advertising device shall be hung from, attached to, printed or painted on any part of the covered walks. The name, street number, or character of the business may be indicated only on the vertical portion of the covering and shall not exceed 8 inches in height.

Due to the premium of parking in the vicinity of the subject premises, the grantee is not required to keep a "Loading Zone" or "No Parking" status adjacent to the covered walk.

2. To keep and maintain a concrete step projecting 1 foot into the south, 13-foot wide sidewalk area of East Brady Street. Said step is 6 feet 7 inches long and is centered approximately 64 feet west of the

westerly line of North Farwell Avenue.

3. To keep and maintain four "whiskey barrel" type moveable planters being 1 foot 6 inches in diameter and 2 feet tall. Two of the planters are located in the south, 13-foot wide sidewalk area of East Brady Street. The other two planters are located in the westerly, 11-foot wide sidewalk area of North Farwell Avenue.

4. To keep and maintain a cigarette butt container in the westerly, 11-foot wide sidewalk area of North Farwell Avenue. Said container is 1 foot 6 inches in diameter and 3 feet tall. The container is located adjacent to the entrance of the premises at 1677 North Farwell Avenue which is presently a Starbucks coffee shop.

5. To keep, use and maintain a 5-foot tall wood fence-like enclosure for concealing a dumpster, projecting 5 feet 4 inches into the south, 13-foot sidewalk area of East Brady Street. Said enclosure is 10 feet 8 inches long and is centered approximately 43 feet west of the westerly line of North Farwell Avenue.

Said above-mentioned items shall be used, kept, and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services. All necessary permits shall have been obtained prior to the granting of this special privilege.

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

And, be it;

Further Resolved, That this special privilege is granted only on condition that by accepting this special privilege the grantee, Mark Saigh, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
 2. File with the City Clerk a bond of a surety company duly incorporated in the State of Wisconsin, or duly licensed to do business in this State, in the sum of \$2,000.00 such bond to be approved by the City Attorney. This applicant shall also file with the City Clerk a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$50,000 covering bodily injury to any one person and \$100,000 covering bodily injury to more than one person in any one accident and \$20,000 covering property damage to any own owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.
 3. Pay to the City Treasurer an annual fee, which has an initial amount of \$495.90. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
 4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
 5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
 6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of the Department of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.
- ..Requestor

Department of Public Works
..Drafter
Infrastructure Services Division
MDL:ns
April 7, 2009
030313

April 7, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 081498

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 081498, granting a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue.

A previous property owner requested permission to construct and maintain two dumpster enclosures, moveable planters and to keep and maintain a concrete step in the public right-of-way. Permission for said items was granted in 2004 under Common Council Resolution File Number 030313. Subsequently, several of the moveable planters and one of the dumpster enclosures has been removed from the public right-of-way.

The current request is to construct and maintain a covered walk in the westerly, 11-foot wide sidewalk area of North Farwell Avenue. It should be noted that the tenant of the premises, Il Dolce Vitta LLC, filed the petition for a special privilege amendment for the addition of the covered walk and change of ownership of other items. Normally, special privileges are granted to the property owner. Mr. Mark Saigh, the owner was contacted via telephone regarding this matter and he agreed to take on the responsibilities required by the granting of a special privilege. Additionally, Il Dolce Vitta, LLC had applied for a "Loading Zone" parking restriction adjacent to the covered walk location as is normally required under policy dictated by Common Council Resolution File Number 62-1211-a. The request, however, was denied by the Alderman. Due to this denial, the attached special privilege resolution specifically does not require the presence of a "Loading Zone" or "No Parking" status adjacent to the covered walk.

We are not aware that the presence of said items has had or will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL: ns
Attachment
c: Alderman Nik Kovac

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 7, 2009FILE NUMBER: 081498Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution amending a special privilege to Mark Saigh for addition of a covered walk and for change of ownership for an existing dumpster enclosure, moveable planters and a concrete step for the premises at 1673-77 North Farwell Avenue.

B) SUBMITTED BY (Name/title/dept./ext.): JEFFREY S. POLENSKE, P.E./CITY ENGINEER/INFRASTRUCTURE SERVICES DIVISION/2400

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☒ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$495.90	
TOTALS				\$495.90	

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$495.90
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Special Privilege Committee Fee Schedule

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**PETITION FOR A SPECIAL PRIVILEGE
AMENDMENT**SP 2456**\$250.00 Publication Fee**SP: 2082 CC: 030313**Must Accompany This Petition****SUBMIT PETITION IN DUPLICATE**02/18, 2009

To the Honorable, The Common Council of the City of Milwaukee:

The Licensee: IL Dolce Vita, LLC
(Name of Individual, Partners, Corporation or LLC)being the owners of the following property known by street address as 1673-77 N Farwell Ave
(Street Address and Zip Code)in the 3rd Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:Amendment for addition of a covered walk and for change of ownership for a dumpster enclosure, moveable planters
(Here describe the privilege)
and a concrete step

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, to furnish a bond and pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): Nikolaos Limberatos
(Individual, Partner, or Agent if corporation or LLC as shown above)Signature: 
(Individual, Partner, or Agent if corporation or LLC as shown above)Corporation or LLC Name: APollo Cafe.
(If applicable as shown above)Mailing Address (If different than Property address above): N/A.City: Milwaukee State: WI Zip: 53202Telephone: 444-272-2233 E-Mail: N/A.

(OVER)

Architect/Engineer/Contractor (If Applicable)

Name:

Rick Newman Signs

Address:

4175 N. 12th St

City:

Brookfield

State:

W.

Zip:

53005

Telephone:

414 397-9555

E-Mail:

RICKNEWMAN SIGNS @ YAHOO.COM

FILE WITH CITY CLERK LICENSE DIVISION ROOM 105, CITY HALL, 200 EAST WELLS STREET, 414-286-2238.
Make Check Payable to "City of Milwaukee".

CITY OF MILWAUKEE
2009 FEB 23 PM 3:41
RONALD D. LEONHARDT
CITY CLERK



CCF 081498 1673 N Farwell Ave 3-31-09
Looking S'ly along W sidewalk area of
Farwell Ave at new covered walk.



CCF 081498 1673 N Farwell Ave 3-31-09
Looking W at S sidewalk area of E Brady St.

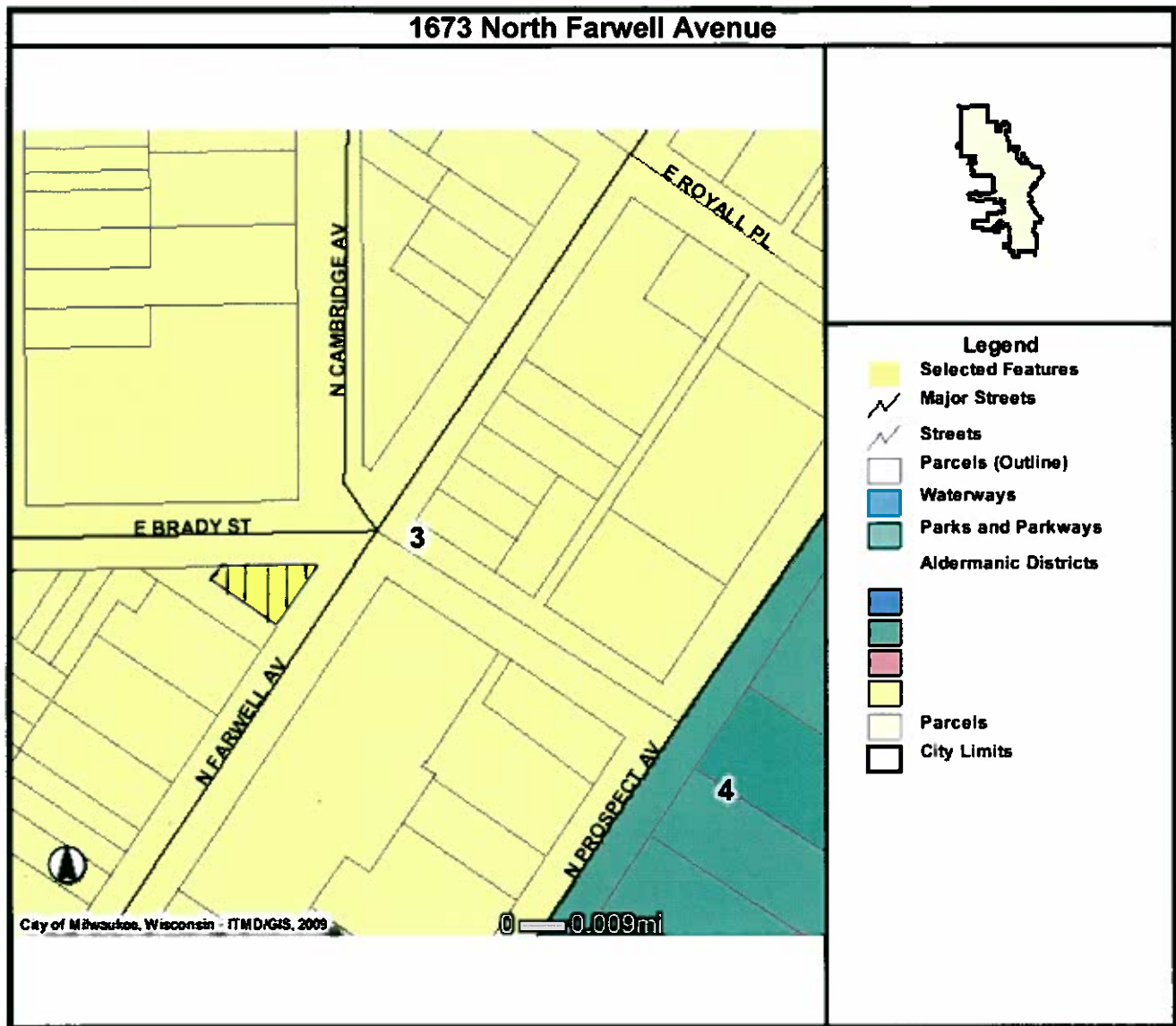
Note: There is a minimum 5-foot wide pedestrian path at the location of the dumpster.



CCF 081498 1673 N Farwell Ave 3-31-09
Looking S at dumpster enclosure located along
Brady St.



CCF 081498 1673 N Farwell Ave 3-31-09
Looking E'ly towards Farwell at S sidewalk
area of E Brady St.



PW FILE NUMBER: 081498

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081666

File ID: 081666

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Resolution approving and authorizing the proper City officials to execute an easement agreement to allow American Transmission Company LLC to install and maintain overhead cables within the easement area located at 2113 West Van Norman Avenue in the 13th Aldermanic District.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Fiscal Note ,Cover Letter ,Easement ,Hearing Notice
List

Enactment Number:

Drafter: rwb

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081666

..Number

081666

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution approving and authorizing the proper City officials to execute an easement agreement to allow American Transmission Company LLC to install and maintain overhead cables within the easement area

located at 2113 West Van Norman Avenue in the 13th Aldermanic District.

..Analysis

American Transmission Company LLC has requested that the City grant them an easement to allow for maximum wire blowout (movement of wires) during extreme wind conditions, over the City owned parcel at 2113 West Van Norman Avenue.

..Body

Whereas, Reconstruction of the Mitchell Interchange will result in American Transmission Company LLC relocating their electrical transmission lines south of their present location in the area east of South 27th Street; and

Whereas, American Transmission Company LLC desires to enter into an easement agreement with the City to allow for maximum wire blowout (movement of wires) during extreme wind conditions, over the City owned parcel at 2113 West Van Norman Avenue; and

Whereas, There will be no structures installed on this parcel; and

Whereas, American Transmission Company LLC has submitted a proposed easement agreement granting the right to have their overhead lines pass over City property; and

Whereas, The City Engineer has checked the legal description and location drawing; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that said easement is hereby approved, and the proper City officers are authorized to execute the same on behalf of the City of Milwaukee; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that after said easement has been fully executed by the proper City officers, all four copies shall be returned to the City Engineer so that American Transmission Company LLC can record said easement and provide the City with a recorded copy.

..Requestor

Department of Public works

..Drafter

Infrastructure Services Division

RWB: ns

March 20, 2009

American Transmission Company LLC Easement Agreement

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)
Ref: GEN\FISCALNT.MST

A) DATE: March 20, 2009

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution approving and authorizing the proper City officials to execute an easement agreement to allow American Transmission Company LLC to install and maintain overhead cables within the easement area located at 2113 West Van Norman Avenue in the 13th Aldermanic District.

B) SUBMITTED BY (NAME/TITLE/DEPT. /EXT.): Jeffrey S. Polenske, City Engineer, DPW, ext. 2400

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES.
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED.
☐ LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENTAL ACCOUNT (DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS:					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

None

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

March 20, 2009

To the Honorable, the Common Council

Subject: Resolution Approving and Accepting the Granting of an
Easement Agreement between the City of Milwaukee and
American Transmission Company LLC on City of Milwaukee
Property at 2113 West Van Norman Avenue

Dear Council Members:

Reconstruction of the Mitchell Interchange will result in American Transmission Company LLC relocating their electrical transmission lines south of their present location in the area east of South 27th Street. Therefore, they desire to enter into an easement agreement with the City to allow for maximum wire blowout (movement of wires) during extreme wind conditions, over the City owned parcel at 2113 West Van Norman Avenue. There will be no structures installed on this parcel.

We have reviewed the easement document and it is acceptable in its present form. We, therefore, recommend adoption of this resolution authorizing execution of the easement document.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

RWB: ns

Attachment

c: Alderman Terry L. Witkowski, 13th Aldermanic District
Mr. Russell F. Wiegand, American Transmission Company

Document Number

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

The undersigned Grantor, the **City of Milwaukee**, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC**, a Wisconsin limited liability company, (hereinafter called the "Grantee"), its successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the Grantor in the **City of Milwaukee, County of Milwaukee, State of Wisconsin**, described as follows:

Part of Parcel "E", in Block 7 of Villa Mann No. 3, being a subdivision of a part of the Southwest Quarter (SW ¼) of Section 19, Township 06 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

The description and location of the easement strip is as described and shown on the attached drawing, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 173 feet

Width: Variable, not to exceed 22.2 feet

TRANSMISSION STRUCTURES:

Type: None

Number: N/A

Maximum height above existing ground level: N/A

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 volts

Number of circuits: 2

Number of conductors: 6

Number of static wires: 2

Minimum height above existing landscape (ground level): 20.6 feet

Record this document with the Register of Deeds

Name and Return Address:

**American Transmission Company
Real Estate Department
P.O. Box 47
Milwaukee, WI 53187-0047**

**Parcel Identification Number
598-0230-4**

The Grantee is also granted the associated necessary rights to:

1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement. 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary. 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip. 4) Cut down and remove such trees now or hereafter existing on the property of the Grantor located outside of said easement strip which by falling might interfere with or endanger said line(s), together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said easement strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" and "B" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

The Grantor shall not be responsible for, and Grantee shall hold Grantor harmless from and against, any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorney's fees), injury to persons or property caused by the exercise by Grantee of the rights granted to it hereunder.

As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five (5) days to review such materials.

WITNESS the signature(s) of the Grantor this _____ day of _____, 2009.

Grantor: City of Milwaukee, a municipal corporation

By _____ (Seal)
Signature

Printed Name: _____

Title: _____

By _____ (Seal)
Signature

Printed Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2009, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

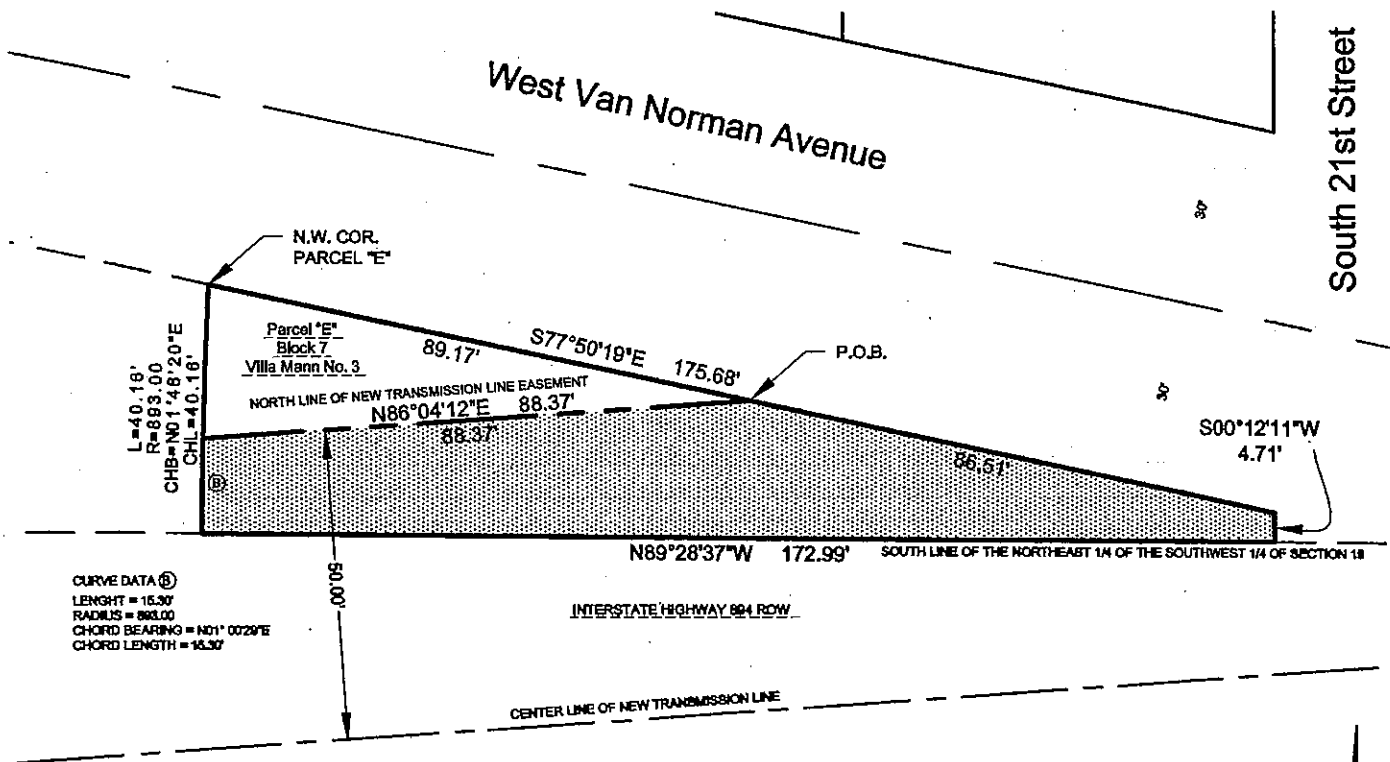
EASEMENT DESCRIPTION MAP

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC
N19 W23993 RIDGEVIEW PKWY. W.
WAUKESHA, WI 53188

GRANTOR: CITY OF MILWAUKEE
2113 W. VAN NORMAN AVE.
MILWAUKEE, WI 53202
TAX PARCEL NO. 598-0230-4

A Transmission Line Easement which crosses a part of the grantor's premises in the Southwest Quarter (SW 1/4) of Section 19, T06N-R22E, in the City of Milwaukee, Milwaukee County, Wisconsin described as:

Commencing at the Northwest corner of Parcel "E", Block 7 of Villa Mann No. 3 subdivision; thence **S77°50'19"E**, **89.17'** along the South right-of-way line of West Van Norman Avenue to the **Point of Beginning**; thence continuing **S77°50'19"E** along said right-of-way line, **86.51'** to the East line of said Parcel "E"; thence **S00°12'11"W** along said East line, **4.71'** to the South line of said Parcel "E"; thence **N89°28'37"W** along said South line, **172.99'** to the West line of said Parcel "E"; thence northerly **15.30'** along the arc of a curve to the right, also being the West line of Parcel "E", with a radius of **893.00'** and a chord bearing **N01°00'29"E**, **15.30'**; thence **N86°04'12"E**, **88.37'** to the **Point of Beginning** and being more particularly described as shown below containing **2790 square feet or 0.064 Acres +/-** and subject to restrictions, reservations, rights of way, and easements of record.



LEGEND

--- TRANSMISSION EASEMENT
--- TRANSMISSION RIGHT OF WAY LINE
--- TRANSMISSION CENTERLINE
--- SECTION LINE
--- PROPERTY LINE
--- ROAD RIGHT OF WAY LINE

MAP KEY

ATC TRANSMISSION LINE EASEMENT
= 0.064 ACRES +/-

NOTE: BEARINGS BASED UPON THE MILWAUKEE COUNTY COORDINATE SYSTEM.

AECOM



LEGEND

● - Found Iron
○ - Set 5/8" Iron W.P.S. Cap #: S-1704
■ - Found Concrete Monument
□ - Set Concrete Monument
R - RECORDED
M - MEASURED

Drawn : BFG
Date: 02/25/2009
Scale: 1" = 30'
PROJECT NUMBER 200800259
SHEET NUMBER 1 OF 1

REVISIONS

X:\Projects\200800259-1400\dwg\200800259-1400 STAKE.dwg 2/26/2009 3:48:02 PM GLASZEL, BRIAN

847.279.2500
www.atcml.com
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PW FILE NUMBER: 081666

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081645

File ID: 081645

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Resolution authorizing the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the planned improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River, and authorizing construction costs of \$18,400.00, which represents the City of Milwaukee's 100 percent cost share for replacement of its communications duct package that is affixed to the underside of the bridge deck.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Agreement ,Comptroller's
Certificate ,Hearing Notice List

Enactment Number:

Drafter: lcg

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081645

..Number

081645

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution authorizing the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the planned improvement of the West Good Hope Road (CTH PP) Bridges over the

Little Menomonee River, and authorizing construction costs of \$18,400.00, which represents the City of Milwaukee's 100 percent cost share for replacement of its communications duct package that is affixed to the underside of the bridge deck.

..Analysis

This resolution authorizes the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the City of Milwaukee's construction costs associated with the improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River. This resolution also authorizes the City Comptroller to establish the necessary account for the City of Milwaukee's estimated share of the construction costs on the project. The total cost of the project is approximately \$905,950.00 of which the City of Milwaukee's cost is \$18,400.00 and the Milwaukee County/WISDOT share is \$887,550.00

..Body

Whereas, Milwaukee County's Department of Public Works has scheduled the improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River for the summer of 2009; and

Whereas, A City of Milwaukee communications duct package that hangs underneath the existing bridge deck must be removed and replaced as part of the bridge project; and

Whereas, The City of Milwaukee has requested and Milwaukee County has agreed to undertake that aforementioned work with their bridge contractor in conjunction with their improvement project at 100 percent City of Milwaukee cost; and

Whereas, Milwaukee County has prepared a Cost Sharing Agreement to address those costs that will be the responsibility of the City of Milwaukee as part of the project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is hereby authorized to execute a Cost Sharing Agreement with the Milwaukee County for its share of the construction costs associated with the improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River, a copy of which is attached to Common Council File No. 081645, and is incorporated by reference as though set forth in full; and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Projects Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield Value for the City of Milwaukee's share of the construction costs for the project (Expenditure) as follows:

West Good Hope Road (CTH PP)
Bridges over the Little Menomonee River

City Share Non-Assessable Paving Fund
ST320090000
Fund 0333
\$18,400.00

The project will be completed during 2009 construction season.

Previously authorized for bridge construction: \$0.00

Current estimated cost of the total project including this resolution: \$905,950.00

Originally estimated cost of the total project (Milwaukee County lead agent): \$905,950.00

; and, be it

Further Resolved, That the City Comptroller is hereby authorized and directed to transfer to this account the amount required under the grant Agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share and local share or \$5,000.00, whichever is greater.

..Requestor

Department of Public Works

..Drafter

Infrastructure Services Division

LCG:amh

March 19, 2009

Reso Xcut Cos Sharg Agree W Goo Hop Rd Bridg 031809.rtf

March 19, 2009

To the Honorable, the Common Council

Subject: West Good Hope Road (CTH PP) –
Bridges over the Little Menomonee River

Dear Council Members:

Milwaukee County's Department of Public Works has programmed the improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River for the summer of 2009. As part of this project a City of Milwaukee communications duct package that hangs underneath the existing bridge deck must be removed and replaced. This work will be undertaken by Milwaukee County's bridge contractor as part of the overall bridge improvement project utilizing 100 percent City of Milwaukee funding. The overall cost of the project is approximately \$905,950 of which the City of Milwaukee's cost is approximately \$18,400.

We have prepared the attached resolution authorizing the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the City of Milwaukee's estimated share of the project's construction costs. In addition, this resolution also authorizes the City Comptroller to establish the necessary sub account for the City of Milwaukee's estimated share of the construction costs on the project.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

LCG:amh

Attachment

c: Alderman James A. Bohl Jr.
Ms. Cindy Wisneski
Ms. Lila Gorney

CITY OF MILWAUKEE FISCAL NOTE

A) DATE March 18, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the Commissioner of Public Works to execute a Cost Sharing Agreement with Milwaukee County for the planned improvement of the West Good Hope Road (CTH PP) Bridges over the Little Menomonee River, and authorizing construction costs of \$18,400.00, which represents the City of Milwaukee's 100 percent cost share for replacement of its communications duct package that is affixed to the underside of the bridge deck.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) CHECK ONE: ☒ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☒ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	City Non-Assessable Paving Fund	ST320090000 Fund 0333	\$18,400		
TOTALS			\$18,400		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditure: \$18,400
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**LOCAL / COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: February 27, 2009

I.D. County Project I.D. WH086022
State Project I.D. 2130-12-70 and 2130-13-70

HIGHWAY: West Good Hope Road (CTH PP) Bridge
over the Little Menomonee River

LIMITS: Approximately North 91st Street

THIS AGREEMENT is made and entered into and by Milwaukee County, a body corporate, and the City of Milwaukee, a municipal corporation.

The project and this portion of West Good Hope Road (CTH PP) is in the City of Milwaukee

The County has budgeted funds for the rehabilitation of the West Good Hope Road Bridge utilizing 80% of Federal matching funds under the Local Bridge Program. The project let is scheduled for March 10, 2009.

The Milwaukee County Department of Transportation & Public Works, hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee, hereinafter called the Municipality, to participate in the bridge rehabilitation hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

The existing bridge carries City of Milwaukee communication duct package suspended from the underside of the bridge.

Proposed Improvement – Nature of Work:

Replacement of the City of Milwaukee communication duct package suspended from the underside of the new bridge, per the project Special Provisions and construction document.

Estimated Cost Summary*

Item	Unit	Unit Cost	Item Cost
Conduits for Replacement of Duct Package (4 conduit packages)	LS	\$16,000.00	\$16,000.00
Local Share (20%) <i>(100%) MM</i>	-	\$16,000.00	\$16,000.00
15% E&C	-	\$ 2,400.00	\$ 2,400.00

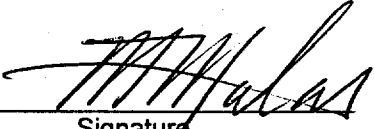
Total Estimated City of Milwaukee Cost

\$18,400.00

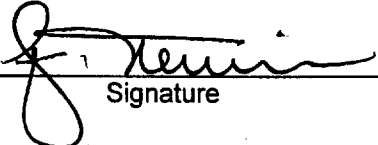
*These costs are based on an engineering estimate and depend on the low bid and any related changes. The actual cost would be billed to the City of Milwaukee.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Recommended for Approval by:

 _____ Signature	Resident Contracting Manager Bridges & Structures _____ Title	<i>3/9/09</i> _____ Date
Mahmoud N. Malas, P.E. _____ Name (Written Clearly)		

Signed for and on behalf of Milwaukee County:

<i>3/9/09</i>  _____ Signature	Interim Director, Department of Transportation & Public Works _____ Title	<i>3/9/09</i> _____ Date
Jack A. Takerian _____ Name (Written Clearly)		

Signed for and on behalf of City of Milwaukee:

_____ Signature	Commissioner of Public Works _____ Title	_____ Date
Jeffrey J. Mantes _____ Name (Written Clearly)		

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the County such project related actual costs as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a. Construction engineering incidental to inspection and supervision of actual construction work (100%) of the local share of 20% for participating items or 100% for none-participating items.
4. The local share of 20% participating items of work necessary to complete the improvement to be financed by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations or replacement of a communication duct package.
5. The Municipality will be invoiced by Milwaukee County upon completion of the work.
6. If the Municipality shall withdraw from the project, it will reimburse the County its proportionate local share of all costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by Milwaukee County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Continually maintain, repair, replace and/or remove the newly installed duct package.
9. The Municipality's duct package is suspended off the bridge underside by Milwaukee County permit.

(End of Document)

**Capital Grant Resolution Certification from the
Comptroller's Office**

The Comptroller's Office has reviewed Common Council Resolution File No. _____ for Cost Sharing Agreement with Milwaukee County for West Good Hope Road Bridge over the Little Menomonee River to replace communications duct package (City Share \$18,400.00 , Grantor WISDOT and Milwaukee County \$887,550.00) and approved the resolution as to:

- ☒ Sufficiency of funds
- ☒ Funding sources (per estimated **grant funding agreement**)
- ☒ Sufficiency of reporting for purposes of internal auditing

The following deficiencies were noted:

The resolution should be corrected and returned to the Comptroller's Office for review.

Signature: C. Wisniewski

Date: 3/19/09

PW FILE NUMBER: 081645

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081667

File ID: 081667

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 04/14/2009

File Name:

Final Action:

Title: Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$1,978,500, which is an increase of \$1,374,300.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Agreement ,Hearing
Notice List

Enactment Number:

Drafter: lcg

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	04/14/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081667

..Number

081667

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution directing the Commissioner of Public Works to execute a revised project agreement titled

“State/Municipal Agreement for a Highway Improvement Project” with the Wisconsin Department of Transportation for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$1,978,500, which is an increase of \$1,374,300.

..Analysis

Resolution directing the Commissioner of Public Works to execute a revised project agreement titled “State/Municipal Agreement for a Highway Improvement Project” with the Wisconsin Department of Transportation for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$1,978,500, which is an increase of \$1,374,300.

..Body

Whereas, A project agreement has been executed by the WISDOT and the City of Milwaukee for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with Federal/State aid under the State Trunk Highway Improvement Program, in accordance with Common Council Resolution File Number 950972, adopted on October 17, 1995; and

Whereas, Preliminary engineering activities are underway, and the estimated construction costs for the roadway improvement have increased from the original agreement; and

Whereas, A revised project agreement with the updated project costs has been received from the WISDOT to be executed by the City of Milwaukee with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program; and

Whereas, Construction funds for the project will be included in a separate resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby directed to execute a revised project agreement for the improvement of the aforementioned roadway with 90 percent Federal/State aid under the State Trunk Highway Improvement Program a copy of which is attached to Common Council Resolution File No. 081667, and is incorporated into this resolution by reference as though set forth in full; and, be it

Further Resolved, That the City Engineer is hereby directed to make periodic payments to the WISDOT upon receipt of invoices for the City's share of the costs to the project.

..Requestor

Department of Public Works

..Drafter

Infrastructure Services Division

LCG:amh

April 7, 2009

Reso E Stat St (USH 18) 032509.rtf

April 7, 2009

To the Honorable, the Common Council

Subject: Project ID 2204-01-70, 90
East State Street (USH 18)
North Edison Street to
North Prospect Avenue

Dear Council Members:

The subject roadway is eligible for 90 percent Federal/State cost participation for improvement under the State Trunk Highway Improvement Program. We have requested and received a revised project agreement, updating construction costs, from the Wisconsin Department of Transportation (WISDOT) to be executed by the City.

We have, therefore, prepared the attached resolution, which directs the Commissioner of Public Works to execute the project agreement with the WISDOT for the replacement of the aforementioned roadway with 90 percent Federal/State aid.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

LCG:amh

Attachments

c: Alderman Robert Bauman

CITY OF MILWAUKEE FISCAL NOTE

A) DATE April 7, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the improvement of East State Street (USH 18) from North Edison Street to North Prospect Avenue, with 90 percent Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$1,978,500, which is an increase of \$1,374,300.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS			None		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
REVISES June 20, 1995 project agreement

DATE: March 24, 2009
PROJECT DESIGN ID: 2204-01-00
PROJECT CONSTRUCTION ID: 2204-01-70, 90
HIGHWAY: E. State Street (USH 18) LENGTH: 0.7 mile
LIMITS: North Edison Street to North Prospect Avenue
COUNTY: Milwaukee

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement.

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds		Municipal Funds		%
Preliminary Engineering:						
Plan Development	\$ 236,250	\$ 177,188	75%	\$ 59,063	25%	
State Review	\$ 47,250	\$ 35,438	75%	\$ 11,813	25%	
Real Estate Acquisition:						
Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%	
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -	0%	
Construction:						
Participating	\$ 455,000	\$ 455,000	100%	\$ -	0%	
Pavement items, parking	\$ 845,000	\$ 760,500	90%	\$ 84,500	10%	
Traffic Control Devices	\$ 250,000	\$ 250,000	100%	\$ -	0%	
Non-Participating	\$ 25,000	\$ -		\$ 25,000	100%	
Total Cost Distribution	\$ 1,978,500	\$ 1,798,125		\$ 180,375		

1 Participation for parking is an estimate, the actual percent will be calculated when final plans are complete

This request is subject to the terms and conditions that follow (pages 2 and 3) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of the City of Milwaukee.

_____ Name	_____ Title	_____ Date
---------------	----------------	---------------

_____ Name	_____ Title	_____ Date
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TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - (a) The grading, base, pavement, and curb and gutter.
 - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - (c) Construction engineering incident to inspection and supervision of actual construction work.
 - (d) Signing and pavement marking, including detour routes.
 - (e) Storm sewer mains necessary for the surface water drainage.
 - (f) Construction of new sidewalks and driveways, replacement of sidewalks and private driveways resulting from roadway construction.
 - (g) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices.
 - (h) Real Estate for the improvement.
 - (i) Preliminary engineering and state review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (c) Conditioning, if required and maintenance of detour routes.
 - (d) Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - (e) Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.
 - (b) Maintenance of sidewalks and landscaping features along the project.
 - (c) Maintenance of lighting systems, to include energy.
 - (d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.
 - (e) Prohibit angle parking.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within an around the projects.
 - (h) Provide complete plans, specifications, relocation order, real estate plat, estimates, appraisals, and acquiring the parcels.
 - (i) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

9. Basis for local participation:

Preliminary engineering - 25% Municipal.

Construction of standard roadway items - 100% State/Federal.

Construction parking lanes - 100% Municipal. Cost share calculated as a percentage of parking area compared to the total area of pavement. Parking percentage applies only to pavement items.

Funding for real estate required for standard roadway construction, 100% State.

Funding for compensable utilities required for standard roadway construction, 100% State.

PW FILE NUMBER: 081667

[illegible]



City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Master

File Number: 081582

File ID: 081582

Type: Resolution

Status: In Committee

Version: 0

Reference:

Controlling Body: PUBLIC WORKS
COMMITTEE

File Created: 03/25/2009

File Name:

Final Action:

Title: Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with 100% Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$4,472,500, which is an increase of \$2,295,000.

Notes:

Sponsors: THE CHAIR

Enactment Date:

Attachments: Cover Letter ,Fiscal Note ,Agreement ,Hearing
Notice List

Enactment Number:

Drafter:

Effective Date:

Contact:

Extra Date 2:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	03/25/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	Action Text: This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	03/30/2009	HEARING NOTICES SENT		04/01/2009		
0	PUBLIC WORKS COMMITTEE	04/01/2009	HELD TO CALL OF THE CHAIR				Pass
	Action Text: A motion was made by ALD. DUDZIK that this Resolution be HELD TO CALL OF THE CHAIR. The motion PREVAILED by the following vote:						
	Notes: <i>Individual present:</i> <i>Clark Wantoch, Dept. of Public Works, Infrastructure Services</i>						
Mover:	ALD. DUDZIK	Aye:5 - Bauman, Dudzik, Wade, Donovan, and Puente No:0					5-0
0	PUBLIC WORKS COMMITTEE	04/16/2009	HEARING NOTICES SENT		04/22/2009		
0	PUBLIC WORKS COMMITTEE	04/22/2009					

Text of Legislative File 081582

..Number

081582

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with 100% Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$4,472,500, which is an increase of \$2,295,000.

..Analysis

Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with 100% Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$4,472,500, which is an increase of \$2,295,000.

..Body

Whereas, A project agreement has been executed by the Wisconsin Department of Transportation (WISDOT) and the City of Milwaukee for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with Federal/State aid under the State Trunk Highway Improvement Program, in accordance with Common Council Resolution File Number 141289, adopted on February 1, 2005; and

Whereas, Preliminary engineering activities are mostly complete and the estimated construction costs for the bridge replacement have increased from the original agreement; and

Whereas, A revised project agreement with the updated project costs has been received from the WISDOT to be executed by the City of Milwaukee with 100% Federal and/or State aid under the State Trunk Highway Improvement Program; and

Whereas, Construction funds for the project are included in a separate resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby directed to execute a revised project agreement for the replacement of the aforementioned bridge replacement project with 100% Federal/State aid under the State Trunk Highway Improvement Program, a copy of which is attached to Common Council Resolution File No. 081582 and is incorporated into this resolution by reference as though set forth in full; and, be it

Further Resolved, That the City Engineer is hereby directed to make periodic payments to the WISDOT upon receipt of invoices for the City's share of the costs to the project.

..Requestor

Department of Public Works

..Drafter

Infrastructure Services Division

LCG:amh

March 2, 2009

Reso Xcut Agrem W Forst Hom Av Brdg ~ KK Rvr 022409.rtf

March 2, 2009

To the Honorable, the Common Council

Subject: Project ID 2120-13-00
West Forest Home Avenue (STH 24)
Bridge over the Kinnickinnic River

Dear Council Members:

The subject bridge is eligible for 100% Federal/State cost participation for replacement under the State Trunk Highway Improvement Program. We have requested and received a revised project agreement, updating construction costs, from the Wisconsin Department of Transportation (WISDOT) to be executed by the City.

We have, therefore, prepared the attached resolution, which directs the Commissioner of Public Works to execute the project agreement with the WISDOT for the replacement of the aforementioned bridge with 100% Federal/State aid.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

CSL:amh

Attachments

c: Alderman Robert G. Donovan

CITY OF MILWAUKEE FISCAL NOTE

A) DATE March 2, 2009

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution directing the Commissioner of Public Works to execute a revised project agreement title "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the replacement of the West Forest Home Avenue (STH 24) Bridge over the Kinnickinnic River with 100% Federal and/or State aid under the State Trunk Highway Improvement Program with estimated total cost of the project at \$4,472,500, which is an increase of \$2,295,000.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
☐ ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
☒ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)
☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)
☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)
☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS			None		

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

Revises October 29, 2004 Agreement

DATE: January 26, 2009
PROJECT DESIGN ID: 2120-13-00
PROJECT CONSTRUCTION ID: 2120-13-70/90
HIGHWAY: West Forest Home Ave (SH 24) LENGTH: 0 mile
LIMITS: Bridge over the Kinnickinnic River
COUNTY: Milwaukee

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement.

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds		Municipal % Funds		%
Preliminary Engineering:						
Plan Development	\$ 325,000	\$ 243,750	75%	\$ 81,250		25%
State Review	\$ 65,000	\$ 48,750	75%	\$ 16,250		25%
Real Estate Acquisition:						
Acquisition	\$ 100,000	\$ 100,000	100%	\$ -		0%
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -		0%
Construction:						
Participating	\$ 3,750,000	\$ 3,750,000	100%	\$ -		0%
CSD *	\$ 187,500	\$ 187,500	100%	\$ -		0%
Traffic Control Devices	\$ -	\$ -		\$ -		
New Sidewalk	\$ -	\$ -		\$ -		
New Lighting	\$ -	\$ -		\$ -		
Landscaping	\$ -	\$ -		\$ -		
Non-Participating	\$ 25,000	\$ -		\$ 25,000		100%
Total Cost Distribution	\$ 4,472,500	\$ 4,350,000		\$ 122,500		

*Community Sensitive Design - State/Federal funds is limited to \$187,500 any amount that exceeds the limit is to be funded with 100% Municipal funds

This request is subject to the terms and conditions that follow (pages 2 and 3) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of the City of Milwaukee.

Name

Title

Date

Name

Title

Date

TERMS AND CONDITIONS:

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 - (i) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

9. Basis for local participation:

Preliminary engineering - 25% Municipal.

Construction of standard roadway items - 100% State.

Parking lanes - 100% Municipal and are calculated as a percentage of parking area compared to the total area of pavement. Parking percentage applies only to pavement items.

Community Sensitive Design funds are to be used for enhancement features along the project limits. CSD funds have been inflated to 2011 dollars and State and Federal cost share is limited to the amount shown on the Estimated Cost Chart.

Real estate required for standard roadway construction, 100% State.

Compensable utilities required for standard roadway construction, 100% State.

PW FILE NUMBER: 081582

[illegible]