



# 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, Tobie Black, 286-2231**  
**Fax: 286-3456, [tblack@milwaukee.gov](mailto:tblack@milwaukee.gov)**  
**Legislative Liaison, Aaron Cadle, 286-8666,**  
**[acadle@milwaukee.gov](mailto:acadle@milwaukee.gov)**

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Wednesday, January 26, 2011

9:00 AM

Room 301-B, City Hall

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### **AMENDED 1-25-11- Item Numbered #8 (File Number 101197) has been added.**

1.     [101171](#)     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.     [101170](#)     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 \$28,000 for a total estimated cost of these projects being \$516,000.  
**Sponsors:**     THE CHAIR
  
3.     [101172](#)     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 \$1,140,000 for a total estimated cost of these projects being \$4,034,000.  
**Sponsors:**     THE CHAIR
  
4.     [101173](#)     Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$9,032,000 for a total estimated cost of these projects being \$9,794,000.  
**Sponsors:**     THE CHAIR
  
5.     [101168](#)     Resolution authorizing the Department of Public Works-Operations Division to expend monies appropriated in the 2011 city budget for the Illegal Dumping Tip Hotline.  
**Sponsors:**     Ald. Hines Jr. and Ald. Coggs
  
6.     [101129](#)     Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, Marquette University.  
**Sponsors:**     THE CHAIR

7. [101130](#) Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, the University of Wisconsin - Milwaukee.  
**Sponsors:** THE CHAIR
8. [101197](#) Substitute resolution relating to acceptance and expenditure of funds from the Federal Emergency Management Agency and the State of Wisconsin Division of Emergency Management to reimburse the City for expenses incurred as a result of damage to City infrastructure, facilities and equipment during the flooding of July 2010.  
**Sponsors:** THE CHAIR  
*Please be apprised that less than 24 hours notice is being given for this file because it is impractical to give the 24 hours' notice.*
9. [101150](#) Resolution approving an Amendment to and Extension of Lease Agreement with Milwaukee Intermodal Terminal, LLC located at 1225 S. Carferry Drive on the South Harbor Tract.  
**Sponsors:** Ald. Bauman
10. [101151](#) Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. land located on the Port's northeast corner of the Grand Trunk Property.  
**Sponsors:** Ald. Bauman
11. [101152](#) Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. land located off-waterfront bare ground on the Port's South Harbor Tract.  
**Sponsors:** Ald. Bauman
12. [101153](#) Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. property located at 1801 South Carferry Drive.  
**Sponsors:** Ald. Bauman
13. [101146](#) Resolution granting the Wisconsin Department of Transportation permission to construct and maintain cameras and appurtenant facilities on city-owned property located at 841 North James Lovell Street, in the 4th Aldermanic District.  
**Sponsors:** THE CHAIR
14. [101183](#) Resolution relative to the 2011 Capital Improvements Program to provide funds for the maintenance of the underground conduit manholes at various locations.  
**Sponsors:** THE CHAIR
15. [101192](#) Resolution authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee utility relocation and construction costs totaling \$110,725.81, City share is \$50,743.97 and the Grantor's share is \$59,981.84  
**Sponsors:** THE CHAIR

16. [101211](#) Resolution authorizing the installation of a new traffic control signal at the intersection of West Bradley Road and North Granville Road in the 9th Aldermanic District.  
**Sponsors:** Ald. Puente
17. [100457](#) Substitute resolution granting a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street, in the 4th Aldermanic District.  
**Sponsors:** THE CHAIR
18. [100703](#) Substitute resolution granting a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue, in the 3rd Aldermanic District.  
**Sponsors:** THE CHAIR
19. [100704](#) Substitute resolution amending a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street, in the 4th Aldermanic District.  
**Sponsors:** THE CHAIR
20. [101135](#) Resolution rescinding various special privileges that are no longer necessary.  
**Sponsors:** THE CHAIR
21. [060746](#) Communication from the Historic Preservation Commission relating to the city hall restoration.  
**Sponsors:** THE CHAIR  
*--May be placed on file as no longer needed.*

**This meeting will be webcast live at [www.milwaukee.gov/channel25](http://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](http://www.milwaukee.gov/lobby).**



Legislation Details (With Text)

**File #:** 101171      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**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.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

**Attachments:** Official Notice Number 54, Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101171  
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 7  
01/12/2011

**OFFICIAL NOTICE NUMBER 54  
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:

<p><b>WEDNESDAY</b></p> <p><b>JANUARY 26, 2011</b></p> <p><b>ROOM 301-B – CITY HALL</b></p> <p><b>9:00 A.M.</b></p>
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**5th Aldermanic District**

**W. Concordia Ave. – N. 96th St. to N. Argonne Dr. (Portions in the City of Wauwatosa) (ST211050142):**

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7.0-foot width of tree border area), and grading.

**N. 82nd St. – W. Keefe Ave. to W. Capitol Dr. (ST21100119):**

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7.0 - 9.0-foot width of tree border area), and grading.

**N. 119th St. – W. Hampton Ave. to 1600 feet m/l north of W. Hampton Ave. (SM495100035):**

Install storm sewer.

**N. 119th St. – W. Hampton Ave. to a point 1700 feet m/l north of W. Hampton Ave. (ST11080113):**

Concrete pavement reconstruction, install curb and gutter, install sidewalk and driveway approaches where necessary, sodding (5.0-foot width of tree border area), and grading.

### **9th Aldermanic District**

#### **N. Burbank Ave. – W. Casper St. to W. Spokane St. (ST211060125):**

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7.0 – 19.0-foot width of tree border area), and grading.

### **10th Aldermanic District**

#### **S. 76th St. – The South City Limits (south of W. Main St.) to W. Kearney St. (ST211030105):**

Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (0.0 – 7.0-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 for Monday, January 17, 2011.

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

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Ronald D. Leonhardt, City Clerk

January 11, 2011

January 12, 2011

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.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

MLD:dr  
Afr 7  
Report Appended







Legislation Details (With Text)

**File #:** 101170      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** 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 \$28,000 for a total estimated cost of these projects being \$516,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

101170

Version

ORIGINAL

Sponsor

THE CHAIR

Title

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 \$28,000 for a total estimated cost of these projects being \$516,000.

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 \$28,000 with the total cost estimated to be \$516,000.

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:

12th Aldermanic District

S. 17th St. - W. Burnham St. to W. Mitchell St. (ST211110154): Install traffic calming devices. (Nonassessable Reconstruction Paving Fund -- \$3,000). The total estimated cost for this project including the requested amount is \$16,000. This project is anticipated to be completed during the 2011 construction season.

14th Aldermanic District

E. Lincoln Ave. - S. Kinnickinnic Ave. to S. 1st St. (ST211110101): 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 -- \$15,000, Additional Funds). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2011 construction season.

15th Aldermanic District

W. Brown St. - North/South Freeway to N. 12th St. (ST211130102): 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 -- \$10,000). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2013 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 7  
01/12/2011





Legislation Details (With Text)

**File #:** 101172      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** 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 \$1,140,000 for a total estimated cost of these projects being \$4,034,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS, SEWER IMPROVEMENTS, SEWERS, WATER MAINS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
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1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101172

Version  
ORIGINAL

Sponsor  
THE CHAIR

Title

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 \$1,140,000 for a total estimated cost of these projects being \$4,034,000.

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 \$1,140,000 with the total cost estimated to be \$4,034,000.

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:

3rd Aldermanic District

N. Cambridge Ave. - E. Brady St. to N. Oakland Ave. (WT410110025): Relaying water main. (Nonassessable Water Fund Budget Line 5010 -- \$7,000; Nonassessable Water Fund Budget Line 6410 -- \$8,000). The total estimated cost for this project including the requested amount is \$165,000. This project is anticipated to be completed during the 2011 construction season.

N. Oakland Ave. - E. Royall Pl. to E. Windsor Pl. (WT410110026): Relaying water main. (Nonassessable Water Fund Budget Line 5010 -- \$15,000; Nonassessable Water Fund Budget Line 6410 -- \$15,000). The total estimated cost for this project including the requested amount is \$475,000. This project is anticipated to be completed during the 2011 construction season.

#### 4th Aldermanic District

N. Jackson St. - E. Clybourn St. to a point north of E. Clybourn St. (ST211110173): Median revision. (Nonassessable Reconstruction 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 2011 construction season.

N. 25th St. - W. St. Paul Ave. to W. Clybourn St. (WT410091015): Relaying water main and lining. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$27,000). The total estimated cost for this project including the requested amount is \$165,000. This project is anticipated to be completed during the 2011 construction season.

N. 33rd St. - W. Vliet St. to W. Cherry St. (SM495110009): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$93,000. This project is anticipated to be completed during the 2011 construction season.

#### 5th Aldermanic District

W. Appleton Ave. (south side) - W. Glendale Ave. to W. Hampton Ave. (SM495110008): Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$112,000. This project is anticipated to be completed during the 2011 construction season.

W. Capitol Dr. - W. Grantosa Dr. to Grantosa Creek (SM495110010): Relaying storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$22,000. This project is anticipated to be completed during the 2011 construction season.

#### 6th Aldermanic District

W. Hadley St. - N. 1st St. to N. Dr. Martin Luther King Jr. Dr. (SM495110004): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$308,000. This project is anticipated to be completed during the 2011 construction season.

#### 7th and 10th Aldermanic Districts

N. 50th St. - N. Gengler Cr. to W. Concordia Ave. (SM495110003): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$299,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th Aldermanic District

S. 37th St. - W. Branting Ln. to W. Burnham St. (SM495110002): Relaying sanitary and storm sewers. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$456,000. This project is anticipated to be completed during the 2011 construction season.

#### 12th Aldermanic District

W. Scott St. - 170 feet m/l east of S. 7th St. to S. 6th St. (SM495110006): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$64,000. This project is anticipated to be completed during the 2011 construction season.

S. 6th St. - W. Greenfield Ave. to W. Scott St. (SM495110005): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$125,000. This project is anticipated to be completed during the 2011 construction season.

#### 13th Aldermanic District

S. 6th St. Green Street Project - W. Grange Ave. to W. Howard Ave. (SM493100103): (Nonassessable TSS Removal Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2011 construction season.

#### City Wide

Catch Basin and Manhole Adjustments Prior to Paving (SM495110011): (Nonassessable Sewer Maintenance Relay Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2011 construction season.

2011 Indirect Account/Engineering Studies throughout the City of Milwaukee (SM495110001): (Nonassessable Sewer Maintenance Relay Fund -- \$800,000). The total estimated cost for this project is \$800,000. This project is anticipated to be completed during the 2011 construction season.

#### Various Aldermanic Districts

Bridge Indirect and Administration (BR100110101): (City Share Non-assessable Structure Fund -- \$125,000). The total estimated cost for this project is \$125,000. This project is anticipated to be completed during the 2011 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 7  
01/12/2011



**PW FILE NUMBER: 101172**

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkoski	Dept. Public Works – Infra.	1/24/11		
Clark Wantoch	DPW-Infra.	X		
Ald. Kovac	CC	X		
Ald. Bauman	CC	X		
Ald. Bohl	CC	X		
Ald. Coggs	CC	X		
Ald. Wade	CC	X		
Ald. Murphy	CC	X		
Ald. Donovan	CC	X		
Ald. Witkowiak	CC	X		
Ald. Witkowski	CC	X		



Legislation Details (With Text)

**File #:** 101173      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$9,032,000 for a total estimated cost of these projects being \$9,794,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS, SEWER EASEMENTS, SEWER IMPROVEMENTS, WATER MAINS

**Attachments:** Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
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1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101173  
Version  
ORIGINAL  
Reference  
081588  
Sponsor  
THE CHAIR  
Title

Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$9,032,000 for a total estimated cost of these projects being \$9,794,000.

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 \$9,032,000. The total estimated cost of these projects is \$9,794,000.

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:

#### 1st Aldermanic District

W. Lawn Ave. - N. Dexter Ave. to 100 feet east of N. 25th St. (WT410101002) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$17,000; Nonassessable Water Fund Budget Line 6410 -- \$278,000). The total estimated cost for this project including the requested amount is \$310,000. This project is anticipated to be completed during the 2011 construction season.

N. 25th St. - 100 feet south of W. Rohr Ave. to W. Rohr Ave. (WT410101001) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$40,000). The total estimated cost for this project including the requested amount is \$55,000. This project is anticipated to be completed during the 2011 construction season.

N. 29th St. - W. Glendale Ave. to W. Ruby Ave. (SM495100145) File Number 100216: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$133,000). The total estimated cost for this project including the requested amount is \$145,000. This project is anticipated to be completed during the 2011 construction season.

N. 31st St. - W. Glendale Ave. to W. Courtland Ave. (SM495100046) File Number 091432: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$117,000). The total estimated cost for this project including the requested amount is \$129,000. This project is anticipated to be completed during the 2011 construction season.

N. 34th St. - W. Hopkins St. to W. Capitol Dr. (SM495100069) File Number 100013: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$234,000). The total estimated cost for this project including the requested amount is \$246,000. This project is anticipated to be completed during the 2011 construction season.

#### 2nd Aldermanic District

W. Baldwin St. - W. Fond du Lac Ave. to W. Medford Ave. (WT410101008) File Number 081588: (Nonassessable Water Fund Budget Line 6410 -- \$60,000). The total estimated cost for this project including the requested amount is \$75,000. This project is anticipated to be completed during the 2011 construction season.

W. Capitol Dr. - N. 60th St. to N. 64th St. (WT410100010) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$18,000; Nonassessable Water Fund Budget Line 6410 -- \$342,000). The total estimated cost for this project including the requested amount is \$385,000. This project is anticipated to be completed during the 2011 construction season.

W. Fond du Lac Ave. (southwest side) - W. Constance Ave. to W. Hampton Ave. (WT410101011) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$112,000). The total estimated cost for this project including the requested amount is \$130,000. This project is anticipated to be completed during the 2011 construction season.

W. Hampton Ave. (south side) - W. Fond du Lac Ave. to N. 68th St. (WT410101012) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$1,000; Nonassessable Water Fund Budget Line 6410 -- \$89,000). The total estimated cost for this project including the requested amount is \$105,000. This project is anticipated to be completed during the 2011 construction season.

W. Medford Ave. - N. 64th St. to N. 68th St. (WT410101010) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$22,000; Nonassessable Water Fund Budget Line 6410 -- \$433,000). The total estimated cost for this project including the requested amount is \$485,000. This project is anticipated to be completed during the 2011 construction season.

N. 64th St. - W. Congress St. to W. Ruby Ave. (WT410101009) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$9,000; Nonassessable Water Fund Budget Line 6410 -- \$181,000). The total estimated cost for this project including the requested amount is \$205,000. This project is anticipated to be completed during the 2011 construction season.

N. 65th St. - W. Villard Ave. to W. Lawn Ave. (WT410101020) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$14,000; Nonassessable Water Fund Budget Line 6410 -- \$271,000). The total estimated cost for this project including the requested amount is \$305,000. This project is anticipated to be completed during the 2011 construction season.

#### 2nd, 5th and 10th Aldermanic Districts

W. Capitol Dr. - W. Appleton Ave. to N. 78th St. (WT410100011) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$19,000; Nonassessable Water Fund Budget Line 6410 -- \$326,000). The total estimated cost for this project including the requested amount is \$365,000. This project is anticipated to be completed during the 2011 construction season.

#### 3rd Aldermanic District

West Bank of the Milwaukee River - 340 feet m/l south of E. Locust St. (extended) to 275 feet m/l south of E. Chambers St. (extended) (SM495100053) File Number 091432: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$800,000). The total estimated cost for this project including the requested amount is \$815,000. This project is anticipated to be completed during the 2011 construction season.

N. Riverboat Rd. - N. Humboldt Ave. to E. North Ave. (SM495100054) File Number 091432: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$963,000). The total estimated cost for this project including the requested amount is \$978,000. This project is anticipated

to be completed during the 2011 construction season.

#### 4th Aldermanic District

W. Vliet St. - N. 14th St. to 138 feet m/l east of N. 15th St. (SM495100047) File Number 091432: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$55,000). The total estimated cost for this project including the requested amount is \$67,000. This project is anticipated to be completed during the 2011 construction season.

N. 2nd St. - 160 feet m/l northwest of N. Plankinton Ave. to 50 feet m/l south of W. St. Paul Ave. (SM495100215) File Number 100839: Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$80,000). The total estimated cost for this project including the requested amount is \$95,000. This project is anticipated to be completed during the 2011 construction season.

#### 5th Aldermanic District

W. Auer Ave. - N. 84th St. to N. 85th St. (WT410110006) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$75,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

N. 82nd St. - W. Keefe Ave. to 230 feet north of W. Nash St. (WT410100020) File Number 091343: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$6,000; Nonassessable Water Fund Budget Line 6410 -- \$204,000). The total estimated cost for this project including the requested amount is \$235,000. This project is anticipated to be completed during the 2011 construction season.

#### 7th Aldermanic District

N. 36th St. - W. Nash St. to W. Roosevelt Dr. (SM495100057) File Number 091547: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$392,000). The total estimated cost for this project including the requested amount is \$404,000. This project is anticipated to be completed during the 2011 construction season.

N. 39th St. - W. Townsend St. to W. Roosevelt Dr. (SM495100147) File Number 100723: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$365,000). The total estimated cost for this project including the requested amount is \$380,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th Aldermanic District

W. Branting Ln. - S. 32nd St. to S. 33rd St. (WT410101022) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$75,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

S. 36th St. - W. Burnham St. to W. Rogers St. (WT410110004) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$5,000; Nonassessable Water Fund Budget

Line 6410 -- \$130,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

#### 10th Aldermanic District

W. Appleton Ave. - W. Chapman Pl. to W. Capitol Dr. (WT410100013) File Number 090012: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$112,000). The total estimated cost for this project including the requested amount is \$130,000. This project is anticipated to be completed during the 2011 construction season.

W. Blue Mound Rd. - N. 40th St. to N. 44th St. (WT410061065) File Number 060698: Joint Seal. (Nonassessable Water Fund Budget Line 6410 -- \$65,000, Additional Funds). The total estimated cost for this project including the requested amount is \$190,000. This project is anticipated to be completed during the 2011 construction season.

W. Vine St. - N. 56th St. to N. 58th St. (SM495100039) File Number 091343: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$125,000). The total estimated cost for this project including the requested amount is \$137,000. This project is anticipated to be completed during the 2011 construction season.

N. 56th St. - W. Clarke St. to W. Center St. (SM495100058) File Number 091547: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$229,000). The total estimated cost for this project including the requested amount is \$241,000. This project is anticipated to be completed during the 2011 construction season.

N. 56th St. - W. Vine St. to 455 feet m/l south of W. Vine St. (SM495100040) File Number 091343: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$96,000). The total estimated cost for this project including the requested amount is \$108,000. This project is anticipated to be completed during the 2011 construction season.

S. 86th St. - W. Adler St. to 222 feet m/l south of W. Adler St. (SM495100144) File Number 100216: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$20,000). The total estimated cost for this project including the requested amount is \$32,000. This project is anticipated to be completed during the 2011 construction season.

S. 87th St. - W. Adler St. to 338 feet m/l south of W. Adler St. (SM495100143) File Number 100216: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$37,000. This project is anticipated to be completed during the 2011 construction season.

#### 11th Aldermanic District

S. 78th St. - W. Ohio Ave. to W. Verona Ct. (WT410110005) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$8,000; Nonassessable Water Fund Budget Line 6410 -- \$207,000). The total estimated cost for this project including the requested amount is \$235,000. This project is anticipated to be completed during the 2011 construction season.

#### 12th Aldermanic District

W. Mitchell St. - S. 1st St. to S. 2nd St. (SM495100065) File Number 100013: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$34,000). The total estimated cost for this project including the requested amount is \$46,000. This project is anticipated to be completed during the 2011 construction season.

S. 9th St. - W. Maple St. to W. Burnham St. (SM495100068) File Number 100013: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$89,000). The total estimated cost for this project including the requested amount is \$101,000. This project is anticipated to be completed during the 2011 construction season.

S. 14th St. - W. Forest Home Ave. to W. Becher St. (WT410101028) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$25,000; Nonassessable Water Fund Budget Line 6410 -- \$400,000). The total estimated cost for this project including the requested amount is \$445,000. This project is anticipated to be completed during the 2011 construction season.

#### 13th Aldermanic District

W. Alvina Ave. - S. 20th St. to S. 26th St. (WT410101024) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$25,000; Nonassessable Water Fund Budget Line 6410 -- \$460,000). The total estimated cost for this project including the requested amount is \$515,000. This project is anticipated to be completed during the 2011 construction season.

W. Henry Ave. - S. 21st St. to S. 22nd St. (WT410101023) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$5,000; Nonassessable Water Fund Budget Line 6410 -- \$140,000). The total estimated cost for this project including the requested amount is \$160,000. This project is anticipated to be completed during the 2011 construction season.

#### 14th Aldermanic District

S. Woodward St. - E. Linus St. to E. Homer St. (SM495100141) File Number 100216: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$138,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

#### 15th Aldermanic District

W. Clarke St. - N. 20th St. to N. 23rd St. (WT410110706) File Number 100598: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$12,000; Nonassessable Water Fund Budget Line 6410 -- \$238,000). The total estimated cost for this project including the requested amount is \$270,000. This project is anticipated to be completed during the 2011 construction season.

W. Clarke St. - N. 24th St. to W. Monroe St. (WT410110707) File Number 100598: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$97,000). The total estimated cost for this project including the requested amount is \$115,000. This project is anticipated to be completed during the 2011 construction season.

N. 41st St. - W. Garfield Ave. to W. North Ave. (WT410101016) File Number 081588: Relay water

main. (Nonassessable Water Fund Budget Line 5010 -- \$2,000; Nonassessable Water Fund Budget Line 6410 -- \$101,000). The total estimated cost for this project including the requested amount is \$118,000. This project is anticipated to be completed during the 2011 construction season.

N. 42nd St. - W. Spaulding Pl. to W. Garfield Ave. (WT410101015) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$2,000; Nonassessable Water Fund Budget Line 6410 -- \$103,000). The total estimated cost for this project including the requested amount is \$120,000. This project is anticipated to be completed during the 2011 construction season.

#### City Wide

Catch Basin and Manhole Adjustments Prior to Paving (SM495110011) File Number : (Nonassessable Sewer Maintenance Relay Fund -- \$399,000). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2011 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 7  
01/12/2011



..Number

101173

..Version

Proposed Substitute A

..Reference

100216

..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 \$10,392,000 for a total estimated cost of these projects being \$11,176,000.

..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 \$10,392,000. The total estimated cost of these projects is \$11,176,000.

..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:

1st Aldermanic District

W. Atkinson Ave. – N. 29th St. to W. Glendale Ave. (SM495100146) File Number 100216: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$240,000). The total estimated cost for this project including the requested amount is \$252,000. This project is anticipated to be completed during the 2011 construction season.

W. Lawn Ave. – N. Dexter Ave. to 100 feet east of N. 25th St. (WT410101002) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$17,000; Nonassessable Water Fund Budget Line 6410 -- \$278,000). The total estimated cost for this project including the requested amount is \$310,000. This project is anticipated to be completed during the 2011 construction season.

N. 25th St. – 100 feet south of W. Rohr Ave. to W. Rohr Ave. (WT410101001) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$40,000). The total estimated cost for this project including the requested amount is \$55,000. This project is anticipated to be completed during the 2011 construction season.

N. 29th St. – W. Glendale Ave. to W. Ruby Ave. (SM495100145) File Number 100216: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$133,000). The total estimated cost for this project including the requested amount is \$145,000. This project is anticipated to be completed during the 2011 construction season.

N. 31st St. – W. Glendale Ave. to W. Courtland Ave. (SM495100046) File Number 091432: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$117,000). The total estimated cost for this project including the requested amount is \$129,000. This project is anticipated to be completed during the 2011 construction season.

N. 34th St. – W. Hopkins St. to W. Capitol Dr. (SM495100069) File Number 100013: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$234,000). The total estimated cost for this project including the requested amount is \$246,000. This project is anticipated to be completed during the 2011 construction season.

## 2nd Aldermanic District

W. Baldwin St. – W. Fond du Lac Ave. to W. Medford Ave. (WT410101008) File Number 081588: (Nonassessable Water Fund Budget Line 6410 -- \$60,000). The total estimated cost for this project including the requested amount is \$75,000. This project is anticipated to be completed during the 2011 construction season.

W. Capitol Dr. – N. 60th St. to N. 64th St. (WT410100010) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$18,000; Nonassessable Water Fund Budget Line 6410 -- \$342,000). The total estimated cost for this project including the requested amount is \$385,000. This project is anticipated to be completed during the 2011 construction season.

W. Fond du Lac Ave. (southwest side) – W. Constance Ave. to W. Hampton Ave. (WT410101011) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$112,000). The total estimated cost for this project including the requested amount is \$130,000. This project is anticipated to be completed during the 2011 construction season.

W. Hampton Ave. (south side) – W. Fond du Lac Ave. to N. 68th St. (WT410101012) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$1,000; Nonassessable Water Fund Budget Line 6410 -- \$89,000). The total estimated cost for this project including the requested amount is \$105,000. This project is anticipated to be completed during the 2011 construction season.

W. Medford Ave. – N. 64th St. to N. 68th St. (WT410101010) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$22,000; Nonassessable Water Fund Budget Line 6410 -- \$433,000). The total estimated cost

for this project including the requested amount is \$485,000. This project is anticipated to be completed during the 2011 construction season.

N. 64th St. – W. Congress St. to W. Ruby Ave. (WT410101009) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$9,000; Nonassessable Water Fund Budget Line 6410 -- \$181,000). The total estimated cost for this project including the requested amount is \$205,000. This project is anticipated to be completed during the 2011 construction season.

N. 65th St. – W. Villard Ave. to W. Lawn Ave. (WT410101020) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$14,000; Nonassessable Water Fund Budget Line 6410 -- \$271,000). The total estimated cost for this project including the requested amount is \$305,000. This project is anticipated to be completed during the 2011 construction season.

#### 2nd, 5th and 10th Aldermanic Districts

W. Capitol Dr. – W. Appleton Ave. to N. 78th St. (WT410100011) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$19,000; Nonassessable Water Fund Budget Line 6410 -- \$326,000). The total estimated cost for this project including the requested amount is \$365,000. This project is anticipated to be completed during the 2011 construction season.

#### 3rd Aldermanic District

West Bank of the Milwaukee River – 340 feet m/l south of E. Locust St. (extended) to 275 feet m/l south of E. Chambers St. (extended) (SM495100053) File Number 091432: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$1,618,000). The total estimated cost for this project including the requested amount is \$1,633,000. This project is anticipated to be completed during the 2011 construction season.

N. Riverboat Rd. – N. Humboldt Ave. to E. North Ave. (SM495100054) File Number 091432: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$1,175,000). The total estimated cost for this project including the requested amount is \$1,190,000. This project is anticipated to be completed during the 2011 construction season.

#### 4th Aldermanic District

W. Vliet St. – N. 14th St. to 138 feet m/l east of N. 15th St. (SM495100047) File Number 091432: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$55,000). The total estimated cost for this project including the requested amount is \$67,000. This project is anticipated to be completed during the 2011 construction season.

N. 2nd St. – 160 feet m/l northwest of N. Plankinton Ave. to 50 feet m/l south of W. St. Paul Ave. (SM495100215) File Number 100839: Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$80,000). The total estimated cost for this project including the requested amount is \$95,000. This project is anticipated to be completed during the 2011 construction season.

#### 5th Aldermanic District

W. Auer Ave. – N. 84th St. to N. 85th St. (WT410110006) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$75,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

N. 82nd St. – W. Keefe Ave. to 230 feet north of W. Nash St. (WT410100020) File Number 091343: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$6,000; Nonassessable Water Fund Budget Line 6410 -- \$204,000). The total estimated cost for this project including the requested amount is \$235,000. This project is anticipated to be completed during the 2011 construction season.

#### 7th Aldermanic District

N. 36th St. – W. Nash St. to W. Roosevelt Dr. (SM495100057) File Number 091547: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$392,000). The total estimated cost for this project including the requested amount is \$404,000. This project is anticipated to be completed during the 2011 construction season.

N. 39th St. – W. Townsend St. to W. Roosevelt Dr. (SM495100147) File Number 100723: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$365,000). The total estimated cost for this project including the requested amount is \$380,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th Aldermanic District

W. Branting Ln. – S. 32nd St. to S. 33rd St. (WT410101022) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 6410 -- \$75,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

S. 36th St. – W. Burnham St. to W. Rogers St. (WT410110004) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$5,000; Nonassessable Water Fund Budget Line 6410 -- \$130,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

#### 10th Aldermanic District

W. Appleton Ave. – W. Chapman Pl. to W. Capitol Dr. (WT410100013) File Number 090012: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$112,000). The total estimated cost for this project including the requested amount is \$130,000. This project is anticipated to be completed during the 2011 construction season.

W. Blue Mound Rd. – N. 40th St. to N. 44th St. (WT410061065) File Number 060698: Joint Seal. (Nonassessable Water Fund Budget Line 6410 -- \$65,000, Additional Funds). The total estimated cost for this project including the requested amount is \$190,000. This project is anticipated to be completed during the 2011 construction season.

W. Vine St. – N. 56th St. to N. 58th St. (SM495100039) File Number 091343: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$125,000). The total estimated cost for this project including the requested amount is \$137,000. This project is anticipated to be completed during the 2011 construction season.

N. 56th St. – W. Clarke St. to W. Center St. (SM495100058) File Number 091547: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$229,000). The total estimated cost for this project including the requested amount is \$241,000. This project is anticipated to be completed during the 2011 construction season.

N. 56th St. – W. Vine St. to 455 feet m/l south of W. Vine St. (SM495100040) File Number 091343: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$96,000). The total estimated cost for this project including the requested amount is \$108,000. This project is anticipated to be completed during the 2011 construction season.

S. 86th St. – W. Adler St. to 222 feet m/l south of W. Adler St. (SM495100144) File Number 100216: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$20,000). The total estimated cost for this project including the requested amount is \$32,000. This project is anticipated to be completed during the 2011 construction season.

S. 87th St. – W. Adler St. to 338 feet m/l south of W. Adler St. (SM495100143) File Number 100216: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000). The total estimated cost for this project including the requested amount is \$37,000. This project is anticipated to be completed during the 2011 construction season.

#### 11th Aldermanic District

S. 78th St. – W. Ohio Ave. to W. Verona Ct. (WT410110005) File Number 091623: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$8,000; Nonassessable Water Fund Budget Line 6410 -- \$207,000). The total estimated cost

for this project including the requested amount is \$235,000. This project is anticipated to be completed during the 2011 construction season.

#### 12th Aldermanic District

W. Mitchell St. – S. 1st St. to S. 2nd St. (SM495100065) File Number 100013: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$34,000). The total estimated cost for this project including the requested amount is \$46,000. This project is anticipated to be completed during the 2011 construction season.

S. 9th St. – W. Maple St. to W. Burnham St. (SM495100068) File Number 100013: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$89,000). The total estimated cost for this project including the requested amount is \$101,000. This project is anticipated to be completed during the 2011 construction season.

S. 14th St. – W. Forest Home Ave. to W. Becher St. (WT410101028) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$25,000; Nonassessable Water Fund Budget Line 6410 -- \$400,000). The total estimated cost for this project including the requested amount is \$445,000. This project is anticipated to be completed during the 2011 construction season.

#### 13th Aldermanic District

W. Alvina Ave. – S. 20th St. to S. 26th St. (WT410101024) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$25,000; Nonassessable Water Fund Budget Line 6410 -- \$460,000). The total estimated cost for this project including the requested amount is \$515,000. This project is anticipated to be completed during the 2011 construction season.

W. Henry Ave. – S. 21st St. to S. 22nd St. (WT410101023) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$5,000; Nonassessable Water Fund Budget Line 6410 -- \$140,000). The total estimated cost for this project including the requested amount is \$160,000. This project is anticipated to be completed during the 2011 construction season.

#### 14th Aldermanic District

S. Woodward St. – E. Linus St. to E. Homer St. (SM495100141) File Number 100216: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$138,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

#### 15th Aldermanic District

W. Clarke St. – N. 20th St. to N. 23rd St. (WT410110706) File Number 100598: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$12,000; Nonassessable

Water Fund Budget Line 6410 -- \$238,000). The total estimated cost for this project including the requested amount is \$270,000. This project is anticipated to be completed during the 2011 construction season.

W. Clarke St. – N. 24th St. to W. Monroe St. (WT410110707) File Number 100598: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$3,000; Nonassessable Water Fund Budget Line 6410 -- \$97,000). The total estimated cost for this project including the requested amount is \$115,000. This project is anticipated to be completed during the 2011 construction season.

N. 41st St. – W. Garfield Ave. to W. North Ave. (WT410101016) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$2,000; Nonassessable Water Fund Budget Line 6410 -- \$101,000). The total estimated cost for this project including the requested amount is \$118,000. This project is anticipated to be completed during the 2011 construction season.

N. 42nd St. – W. Spaulding Pl. to W. Garfield Ave. (WT410101015) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$2,000; Nonassessable Water Fund Budget Line 6410 -- \$103,000). The total estimated cost for this project including the requested amount is \$120,000. This project is anticipated to be completed during the 2011 construction season.

#### City Wide

Catch Basin and Manhole Adjustments Prior to Paving (SM495110011) File Number 101172: (Nonassessable Sewer Maintenance Relay Fund -- \$399,000). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2011 construction season.

2011 Sanitary Manhole Inspection Project (SM494110101) File Number 101172: (Infiltration/Inflow Reduction 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 2011 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 7  
01/20/2011







Legislation Details (With Text)

**File #:** 101168      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Department of Public Works-Operations Division to expend monies appropriated in the 2011 city budget for the Illegal Dumping Tip Hotline.

**Sponsors:** ALD. HINES JR., ALD. COGGS

**Indexes:** BUDGET, DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DISPOSAL

**Attachments:** Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101168  
Version  
ORIGINAL  
Reference

Sponsor  
ALD. HINES AND COGGS  
Title  
Resolution authorizing the Department of Public Works-Operations Division to expend monies appropriated in the 2011 city budget for the Illegal Dumping Tip Hotline.

Analysis  
The 2011 City Of Milwaukee Budget appropriated \$25,000 in funding for the Illegal Dumping Tip Hotline Special Purpose Account. This resolution authorizes the Department of Public Works-Operations Division to expend \$25,000 for the Illegal Dumping Tip Hotline Special Purpose Account. The Department of Public Works-Operations Division has selected WeTip Inc. to administer to the hotline.

Body

Whereas, The 2011 City Of Milwaukee Budget appropriated \$25,000 in funding for the Illegal Dumping Tip Hotline; and

Whereas, WeTip Inc., a national anonymous crime reporting resource for citizens is currently being used by the Department of Neighborhood Services' to assist in the department's graffiti abatement efforts and by the Milwaukee Police Department as tool to assist crime solving; and

Whereas, The Department of Public Works- Operations Division has determined the use of WeTip Inc. is the most efficient and practical way to administer an illegal dumping tip hotline for the City Milwaukee; and

Whereas, In addition to providing funding for WeTip Inc. to administer the hotline, DPW will use a portion of the funding to advertise and promote the illegal dumping tip hotline; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the 2011 Illegal Dumping Tip Hotline Special Purpose Account (0001-5450-001-S220-006300) and the amount of \$25,000 is assigned and authorized for expenditure by the Department of Public Works Operations Division in this resolution shall be deemed to have been appropriated to the assigned to the department for the specific municipal public purpose intended in the budget, and for no other departmental purpose; and, be it

Further Resolved, That such Special Purpose Account shall therefore be deemed eligible for carryover under the provision of Section 65.07(1)(p) Wisconsin Statutes; and, be it

Further Resolved, That the proper city officials are authorized to enter into necessary contracts for the purpose listed.

Requestor

Drafter  
LRB 124640-2  
JWC  
1/12/11



# City of Milwaukee Fiscal Impact Statement

**Date** Jan 20, 2011

**File Number** 101168

**Original**

**Substitute**

**A**

**Subject**

Resolution authorizing the Department of Public Works-Operations Division to expend monies appropriated in the 2011 city budget for the Illegal Dumping Tip Hotline.

**B**

**Submitted By (Name/Title/Dept./Ext.)**

Paul Klajbor, Administrative Services Manager, Department of Public Work, 286-3271

**C**

**This File**

- Increases or decreases previously authorized expenditures.
- Suspends expenditure authority.
- Increases or decreases city services.
- Authorizes a department to administer a program affecting the city's fiscal liability.
- Increases or decreases revenue.
- Requests an amendment to the salary or positions ordinance.
- Authorizes borrowing and related debt service.
- Authorizes contingent borrowing (authority only).
- Authorizes the expenditure of funds not authorized in adopted City Budget.

**D**

**This Note**

- Was requested by committee chair

**E**

**Charge To**

- Department Account
- Capital Projects Fund
- Debt Service
- Other (Specify)
- Contingent Fund
- Special Purpose Accounts
- Grant & Aid Accounts

**F**

Purpose	Specify Type/Use	Expenditure	Revenue
<b>Salaries/Wages</b>			
<b>Supplies/Materials</b>			
<b>Equipment</b>			
<b>Services</b>	Illegal dumping tip line	\$15,000	\$0
	Advertising of tip line	\$10,000	\$0
<b>Other</b>			
<b>TOTALS</b>			

**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.**

G

1-3 Years     3-5 Years

--

1-3 Years     3-5 Years

--

1-3 Years     3-5 Years

--

**List any costs not included in Sections E and F above.**

H

--

**Assumptions used in arriving at fiscal estimate.**

I

Costs of the tip line is \$15,000. The total SPA is \$25,000 so the rest will be used for advertising and getting the word out regarding illegal dumping.
---

**Additional information.**

J

--





Legislation Details (With Text)

**File #:** 101129      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, Marquette University.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, COMMUNICATIONS SYSTEMS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

101129

Version

ORIGINAL

Reference

091168

Sponsor

THE CHAIR

Title

Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, Marquette University.

Analysis

This resolution authorizes the Commissioner of Pubic Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, Marquette University. This will provide Marquette University enhanced connectivity to 1832 West Kilbourn Avenue, commonly referred to as Norris Park, the leased facility of the City of Milwaukee.

Body

Whereas, The City of Milwaukee owns certain real estate and improvements located at 1832 West Kilbourn Avenue, commonly referred to as Norris Park; and

Whereas, The City of Milwaukee has authorized the lease of these facilities to Marquette University by Common Council Resolution File Number 091168, adopted on January 10, 2010; and

Whereas, Marquette University has plans to improve Norris Park to create playfields that will support recreational and intramural sports activities organized and managed by Marquette University; and

Whereas, Marquette University's plans for Norris Park include grading and landscaping, storm water management improvements, establishment of natural grass turf throughout the site, and installation

of field lighting, fencing and security equipment; and

Whereas, Marquette University's plans for the property are consistent with the Near West Side Comprehensive Plan which calls for rehabilitation of the Norris Park property into an appealing, multi-purpose green space which will improve the quality of life in the surrounding neighborhood; and

Whereas, Marquette University has requested a connection between the Field House located at 1832 West Kilbourn Avenue and its Cudahy Hall; and

Whereas, The City of Milwaukee owns dark fiber and can provide network services in routes that would be beneficial to the extension and enhancement of Marquette University to further its mission; and

Whereas, It would be in the best interests of the City of Milwaukee to facilitate connectivity within the City for Marquette University; 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 install dark fiber and to provide network connectivity, at no cost to the City of Milwaukee, in certain routes where capacity is available at the expense of, and for the use and benefit of, Marquette University. Requestor

DPW - Administration Division

Drafter

LRB124345-1

MET

12/20/10

dh







Legislation Details (With Text)

**File #:** 101130      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, the University of Wisconsin - Milwaukee.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, COMMUNICATIONS SYSTEMS, UNIVERSITY OF WISCONSIN

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101130  
Version  
ORIGINAL  
Reference  
051269  
Sponsor  
THE CHAIR  
Title

Resolution authorizing the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, the University of Wisconsin - Milwaukee.

Analysis

This resolution authorizes the Commissioner of Public Works to install fiber and provide network connectivity at the expense of, and for the use and benefit of, the University of Wisconsin - Milwaukee. This will provide the University of Wisconsin - Milwaukee School of Continuing Education (located on the 6th and 7th floors of the Plankinton Building at 161 West Wisconsin Avenue) connectivity to the WiscNet/BOREAS-Net Abilene/Internet2 education community node located at the at the DPW-NOC (Network Operations Center).

Body

Whereas, The City of Milwaukee wishes to promote higher education and enhance educational resources in the community; and

Whereas, The University of Wisconsin - Milwaukee has requested the assistance of the City of Milwaukee in obtaining high-speed network connectivity from its School of Continuing Education campus to both its primary campus and to the Internet through WiscNet at its expense; and

Whereas, The WiscNet is a not-for-profit association established to further education, research, economic development and public service in the State of Wisconsin by creating and operating a digital communications network interconnecting public and private organizations, including the provision of Internet services; and

Whereas, Common Council Resolution File Number 051269, adopted on February 7, 2006, authorized the Commissioner of Public Works to execute an agreement between the City of Milwaukee and the WiscNet Association to establish collocation facilities within the City of Milwaukee that made it feasible for UW-Milwaukee to become a node on BOREAS-Net; and

Whereas, This collocation facility enables Milwaukee area educational institutions to gain access to WiscNet and the next generation internets including BoreasNet, Abilene/Internet2 and other national and international networks, enabling connectivity between higher education and cultural institutions within the City of Milwaukee, including the following: University of Wisconsin - Milwaukee, Marquette University, MATC, Milwaukee Public Television, Discovery World, Pier Wisconsin, VISIT Milwaukee, Milwaukee World Festival Inc. and Midwest Airlines Center; and

Whereas, The City of Milwaukee owns dark fiber and can provide network services in certain routes that would be beneficial to the extension and enhancement of the University of Wisconsin - Milwaukee to further its mission; and

Whereas, It would be in the best interests of the City of Milwaukee to facilitate connectivity within the City for the University of Wisconsin - Milwaukee; 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 install dark fiber and to provide network connectivity, at no cost to the City of Milwaukee, in certain routes where capacity is available to enable the University of Wisconsin - Milwaukee to connect its School of Continuing Education to their primary campus and provide access to and entry to the WiscNet/BOREAS-Net collocation facility at the DPW-NOC (Network Operations Center).

Requestor

DPW - Administration Division

Drafter

LRB124346-1

MET

12/20/10

dh



**..Number**

101197

**..Version**

SUBSTITUTE 1

**..Reference**

**..Sponsor**

ALD. BAUMAN

**..Title**

Substitute resolution relating to acceptance and expenditure of funds from the Federal Emergency Management Agency and the State of Wisconsin Division of Emergency Management to reimburse the City for expenses incurred as a result of damage to City infrastructure, facilities and equipment during the flooding of July 2010.

**..Analysis**

This resolution authorizes 6 City departments (Library, Police, Public Works, Sewer Maintenance Fund, Health and Fire department) to accept a total of \$3,285,777 from the Federal Emergency Management Agency and **\$547,630** from the State of Wisconsin Division of Emergency Management as reimbursement for expenses incurred by the departments as a result of damage to City infrastructure, facilities and equipment during the flooding of July 2010. The City matching share for this grant-funded project is **\$547,630**, for a total project cost of \$4,381,037.

**..Body**

Whereas, Various infrastructure, facilities and equipment owned by the City of Milwaukee were damaged by the severe flooding that occurred in Milwaukee County during July 2010; and

Whereas, As a result of this flooding, the Federal Emergency Management Agency (“FEMA”) declared Milwaukee County a federal disaster area for the period extending from July 22-24, 2010; and

Whereas, FEMA and the State of Wisconsin Division of Emergency Management have notified the City that they will reimburse the City for portions of various expenses the City incurred as a result of the flood damage, as follows:

Department	Explanation	FEMA reimbmsmnt.	State reimbmsmnt.	City match/ share	Grantor(s) / local shares(%)
Library	Personnel & Operating	4,152	692	692	87.5/12.5
Police	Personnel & Operating	34,001	5,667	5,667	87.5/12.5
Public Works	Debris	981,268	163,545	163,545	87.5/12.5
Sewer Maint. Fund	Sewers	325,868	54,312	54,312	87.5/12.5

Fire	Personnel & Operating	55,143	9,190	9,190	87.5/12.5
Health	Personnel & Operating	\$85,345	\$14,224	\$14,224	87.5/12.5
Sewer Maint. Fund	Public Improvement Sink Hole	\$1,800,000	\$300,000	\$300,000	87.5/12.5
<b>TOTAL - All Departments</b>		<b>\$3,285,777</b>	<b>\$547,630</b>	<b>\$547,630</b>	<b>87.5/12.5</b>

; and

Whereas, The operation of this grant project from July 22, 2010 through December 31<sup>st</sup>, 2010 will cost \$4,381,037, of which \$3,833,407 will be provided by the grantors (FEMA and the State of Wisconsin Division of Emergency Management) and \$547,630 will be provided by the City as the City's matching share; and

Whereas, The City's share of this grant project will be funded as follows:

Department	Explanation	City match/ share	
Library	Personnel	398	Library Operations
Library	Fringe	186	Library Operations
Library	Operating	108	Library Operations
Police	Personnel	1,569	Police Operations
Police	Operating	4,098	Police Operation
Fire	Personnel	1,150	Fire Operations
Fire	Operating	8,040	Fire Operations
Public Works-Debris	Personnel	35,655	DPW Operations
Public Works-Debris	Operating	70,288	DPW Operations
Public Works-Debris	Equipment	57,602	DPW Operations
Sewer Maint. Fund	Personnel	21,589	DPW-Sewer
Sewer Maint. Fund	Operating	13,683	DPW-Sewer
Sewer Maint. Fund	Equipment	19,040	DPW-Sewer
Sewer Maint. Fund	Improvement Costs-North Avenue Sink Hole	300,000	Capital Funds
Health	Personnel	692	Health-Personnel

Health	Fringe	95	Health-Fringe
Health	Operating	13,437	Health-Operating
<b>TOTAL - All Departments</b>		<b>\$547,630</b>	

; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Milwaukee Public Library, Police Department, Department of Public Works, Sewer Maintenance Fund, Health Department and Fire Department are authorized to accept reimbursements from the Federal Emergency Management Agency and the State of Wisconsin Division of Emergency Management for damage to various City facilities incurred during the flooding of July 2010 in the following amounts:

Department	Explanation	FEMA reimbmsmnt.	State reimbmsmnt.	Total Reimbursmnt
Library	Personnel & Operating	4,152	692	4,844
Police	Personnel & Operating	34,001	5,667	39,668
Public Works	Debris	981,268	163,545	1,144,813
Public Works	Sewers	325,868	54,312	380,180
Fire	Personnel & Operating	55,143	9,190	64,333
Health	Personnel & Operating	85,345	14,224	99,569
Sewer Maint. Fund	Personnel & Operating	1,800,000	300,000	2,100,000
TOTAL All Departments		\$3,285,777	\$547,630	3,833,407

; and, be it

Further Resolved that the City Comptroller is authorized to:

1. Commit funds, within the Project/Grant Parent of the 2010 Special Revenue-Grant and Aid Projects Fund, the following amounts for the project titled "2010 Flood Damage Reimbursement":

Project/Grant	GR0001000000	GR0001000000	GR0001000000
Fund	0150	0150	0150
Org	9990	9990	9990

Program	0001	0001	0001
Budget Year	0000	0000	0000
Subclass	R999	R999	R999
Account	000600	000600	000600
Project	Grantor Share	Grantor Share	Grantor Share
Amount	\$4,844	\$39,668	\$1,144,813
	(Library)	(Police Dept.)	(Public Works)

Project/Grant	GR0001000000	GR0001000000	GR00001000000
Fund	0150	0150	0150
Org	9990	9990	9990
Program	0001	0001	0001
Budget Year	0000	0000	0000
Subclass	R999	R999	R999
Account	000600	000600	000600
Project	Grantor Share	Grantor Share	Grantor Share
Amount	\$380,180	\$99,569	\$64,333
	(Sewer Maint. Fund	(Health)	(Fire)

2. Create the necessary Grant and Aid Project/Grant and Project/Grant levels and budget against these Project/Grant values the amounts required under the grant agreement(s).

3. Establish the necessary City share Project Values.

; and, be it

Further Resolved, That the City Comptroller is authorized and directed to commit, within the City's 2010 capital project funds, the following amounts for the project titled "E. North Ave Sink Hole":

Sewer Maintenance Fund  
Project ID: FEMA-  
Account No.  
Grantor Share: \$2,100,000

Account No. and Name: SM495100000 "E. North Ave Sink Hole"  
006300-0491-6830-R999-2010  
City Share: \$300,000

Total: \$2,400,000

; and, be it



Further Resolved, That the Library, Police Department, Fire Department, Department of Public Works, Sewer Maintenance Fund, and Health Department are authorized to:

1. Incur costs and expend sums, from the amounts appropriated, for the purposes specified in the grant budget(s), consistent with the award date(s).
2. Sign agreements, forms, claims and other required documents binding upon the City in connection with the acceptance and expenditure of these grant dollars.

**..Requestor**

**Steven Fronk**  
**Office of Emergency Management**  
**January 2011**

**..Drafter**

Desiree Matel-Anderson  
Office of Emergency Management  
January 2011



Legislation Details (With Text)

**File #:** 101150      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving an Amendment to and Extension of Lease Agreement with Milwaukee Intermodal Terminal, LLC.

**Sponsors:** ALD. BAUMAN

**Indexes:** AGREEMENTS, HARBOR COMMISSION, LEASES, PORT OF MILWAUKEE

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

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

101150

Version

Original

Reference

Sponsor

Ald. Bauman

Title

Resolution approving an Amendment to and Extension of Lease Agreement with Milwaukee Intermodal Terminal, LLC.

Analysis

This resolution would approve Amendment to and Extension of Lease Agreement with Milwaukee Intermodal Terminal, LLC for use of the Container Yard and approximately 3,300 square feet of office space in the building located at 1225 S. Carferry Drive on the South Harbor Tract, for use as an intermodal terminal, receiving, shipping, storing and handling containers.

BODY

Whereas, Milwaukee Intermodal Terminal has been a long term tenant in good standing with the Port of Milwaukee and has been operator of the Port's Intermodal Container Yard since 1996; and

Whereas, The Lease term is for one year with three additional one year periods, each successively under the same terms and conditions unless either party provides a written notice of termination 180 days prior to expiration. This lease commences on 1 January 2011 and terminates on 31 December 2014; and

Whereas, The Board of Harbor Commissioners at their meeting of December 14, 2010 acted by vote to grant such extension; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said Common Council hereby ratifies and approves the Amendment to and Extension of Lease Agreement between the City of Milwaukee, by and

through its Board of Harbor Commissioners and Milwaukee Intermodal Terminal, LLC; 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, as approved by the City Attorney's office.

Drafter:  
Port of Milwaukee  
Eric Reinelt  
1/7/11

i:mitcylse11ccres.doc

January 7, 2011

Ref: MIT/Lease

To The Honorable  
The Common Council  
City of Milwaukee

Dear Council Members:

The Port of Milwaukee is requesting approval for the Amendment to and Extension of Lease Agreement with the Milwaukee Intermodal Terminal, LLC for use of the Container Yard located at 1225 S. Carferry Drive for use as an intermodal terminal, for the receiving, shipping, storing and handling of ocean containers.

At its meeting of December 14, 2010, the Board of Harbor Commissioners approved the Amendment to and Extension of Lease Agreement and authorized the Port staff to notify the Common Council. We therefore respectfully request that your Honorable Body approve this Lease renewal and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT  
Municipal Port Director

ECR/dcl

i:mitcylse11ccltr.doc

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

Between

MILWAUKEE INTERMODAL TERMINAL, LLC

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For Lease of the Container Yard at 1225 S. Carferry Drive

Effective Date: January 1, 2011 – December 31, 2014

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

Amendment to and Extension of Lease Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MILWAUKEE INTERMODAL TERMINAL, LLC, a Wisconsin Limited Liability Company, (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 :

WHEREAS, the City and the Tenant have entered into a Lease Agreement effective January 1, 2007 (hereinafter referred to as "Lease Agreement"), for the lease of 10.1 acres of real property located at 1225 S. Carferry Drive in the City of Milwaukee (hereinafter referred to as "Property") which is depicted in the diagram attached hereto as Exhibit A and which is incorporated herein by reference; and

WHEREAS the Lease Agreement terminates on December 31, 2010; and

WHEREAS the City and the Tenant have agreed to further extend the term of the Lease Agreement and to amend certain parts of its terms and conditions, as specified in this Amendment to and Extension of Lease Agreement; and

WHEREAS the Tenant has at no time elected to terminate the Lease Agreement and that, consequently, the Lease Agreement has continued to be, and remains, in full force and effect;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the Tenant agree to amend the Lease Agreement dated August 30, 2007 as follows:

**1. Term.**

A) The term of this Lease will commence at 12:01 A.M. on January 1, 2011 and will terminate at 11:59 P.M. on December 31, 2011 (the "Initial Term").

The term of this Lease shall be extended for three (3) additional one (1) year periods (the "First, Second and Third Extension Terms") each successively under the same terms and conditions unless either party shall deliver to the other party a written notice of termination within one hundred eighty (180) days prior to expiration of the then current term.

B) This Lease may be terminated prior to the date of its stated expiration date by the mutual written consent of the Port Director and the Tenant.

**2. Base Rent.**

A) As and for rental of the Property during the Initial Term of this Lease, Tenant shall pay to City an annual “Base Rental” equal to \$5.75 per unit of container on flat car (COFC) and \$2.75 per unit of trailer on flat car (TOFC) received or delivered by rail, on the basis of a minimum of 7,500 COFC units per year.

B) On January 1, 2013 the base rental shall be adjusted to the amount determined by applying to it the percentage increase if any, in the “All Commodities” line (Code 2500) of the “Producer Price Indexes” published by the United States Bureau of Labor Statistics (or its successor organization ( (1982=100) for the prior two-year period; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the Initial Term.

3. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit \_\_\_\_\_ contemporaneously with its execution of this Lease.

4. **Open 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 Agreement 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 The Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease Agreement, and that the Tenant must defend and hold the city harmless from liability under the law. Except as otherwise authorized by law, those records shall be maintained for a minimum period of seven years.

5. **Incorporation by Reference.** All other terms and conditions of the original Lease Agreement and Lease Extensions between the City and the Tenant are incorporated herein and are to continue in full force and effect insofar as they are not inconsistent with the terms and conditions of this Extension and Amendment. In any case of inconsistency, the terms and conditions of this Extension and Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to and Extension of Lease Agreement to be executed by the proper respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on the day and year first above written.

In the Presence of:

CITY OF MILWAUKEE

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
W. Martin Morics, City Comptroller

In the Presence of:

BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Donna Luty, Secretary

In the Presence of:

MILWAUKEE INTERMODAL TERMINAL, LLC

\_\_\_\_\_  
Mr. Roy Cook, President

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Roy Cook, the President, of Milwaukee Intermodal Terminal, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_



**PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:**

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: Limited Liability Company

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the above Tenant  
(print name) (print title)  
named herein; that \_\_\_\_\_, who executed this Lease on behalf of the Tenant was then  
(print signator of tenant)

\_\_\_\_\_ of said limited liability company, and in said capacity, duly signed said Lease  
(official capacity of signator)

for and on behalf of said limited liability company, being duly authorized so to do under its operating agreement and/or articles, or is authorized so to do by action of its members and members, all of which is within the scope of its powers.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(location)

\_\_\_\_\_  
(signature)

APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 7, 2011

FILE NUMBER: \_\_\_\_\_

Original Fiscal Note  Substitute

SUBJECT: Approve Amendment to and Extension of Lease Agreement with Milwaukee Intermodal Terminal, LLC for use of Container Yard

B) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, Port of Milwaukee, xt. 8130

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:	N/A				
SUPPLIES:	N/A				
MATERIALS:	N/A				
NEW EQUIPMENT:	N/A				
EQUIPMENT REPAIR:	N/A				
OTHER:	N/A				
<b>TOTALS</b>	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	anticipated revenues of about \$100,000
<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:  
 Estimating 17,000 containers handled annually times \$5.75 per unit equals \$100,000 annual revenue.  
 \_\_\_\_\_  
 \_\_\_\_\_

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





Legislation Details (With Text)

**File #:** 101151      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

**Sponsors:** ALD. BAUMAN

**Indexes:** AGREEMENTS, HARBOR COMMISSION, LEASES, PORT OF MILWAUKEE

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

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101151

Version

Original  
Reference

Sponsor  
Ald. Bauman

Title  
Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

Analysis  
This resolution would approve Amendment to and Extension of Lease Agreement with Edward E. Gillen for 7.615 acres of land located on the Port's northeast corner of the Grand Trunk Property.

Body  
Whereas, Edward E. Gillen Company has been a long term tenant in good standing with the Port of Milwaukee; and

Whereas, Edward E. Gillen Company and the Port of Milwaukee have agreed to the Amendment to and Extension of Lease Agreement commencing January 1, 2011 through December 31, 2036; and

Whereas, The Board of Harbor Commissioners at their meeting of December 14, 2010 acted by vote to grant such extension; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that said Common Council hereby ratifies and approves the Amendment to and Extension of Lease Agreement with Edward E. Gillen and the City of Milwaukee, by and through its Board of Harbor Commissioners for lease of 7.615 acres of land located on the Grand Trunk Property; and, be it

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

Drafter:  
Port of Milwaukee  
Eric C. Reinelt  
1/7/11

i:gillenlse7.615amndextl1ccres.doc

January 7, 2011

Ref: Gillen/Lease

To The Honorable  
The Common Council  
City of Milwaukee

Dear Council Members:

The Edward E. Gillen Company has been a long-term tenant in good standing with the Port of Milwaukee and has agreed upon an Amendment to and Extension of Lease Agreement for 7.615 acres.

The Port of Milwaukee is requesting approval for this Amendment to and Extension of Lease Agreement for certain real property located on the Port's Grand Trunk site near Jones Island commencing January 1, 2011 through December 31, 2036.

At its meeting of December 14, 2014, the Board of Harbor Commissioners approved the Amendment to and Extension of Lease Agreement and authorized the Port staff to notify the Common Council. 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 lease renewal and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT  
Municipal Port Director

ECR/dcl

i:gillenlse7.615amdnext11ccltr.doc

AMENDMENT TO AND EXTENSION OF  
LEASE AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 7.615 acres of bare ground located in the northeast  
corner of the Port's Grand Trunk Property at South Marina Drive

Term: January 1, 2011 – December 31, 2036

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

Amendment to and Extension of Lease Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Edward E. Gillen Company, 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 :

WHEREAS, the City and the Tenant have entered into a Lease Agreement dated October 24, 2005 for the period from March 1, 2005 through December 31, 2007 (hereinafter referred to as the "Lease Agreement") as amended for the lease of 7.615 acres of real property located on the Grand Trunk Property of the City of Milwaukee, but at all times excluding any property identified as wetlands (hereinafter referred to as the "Property"); and

WHEREAS, the city and the Tenant desire to further extend and amend their Lease Agreement in the manner hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the Tenant agree to further extend and amend the Lease Agreement dated October 24, 2005 as amended as follows:

1. **Term.** The Initial Term of this Lease Agreement shall be for a period of twenty-five (25) years (the "Initial Term") commencing on January 1, 2011 and terminating at 11:50 p.m. on December 31, 2036.

Tenant shall have the right to extend the term of this Lease Agreement for two (2) successive periods of (15) years each (the "First Extension Period" and the "Second Extension Period" respectively). In order to exercise each option to extend this Lease Agreement, 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 any extended term as applicable.



Tenant shall have the right to terminate this Agreement in the event: (1) that the Tenant reasonably believes that the Purpose of the Agreement, as set forth herein, cannot be fulfilled, or (2) Tenant is sold in an arms-length transaction or ceases operations.

Tenant will give City a six-month prior written notice of its intent to terminate this Agreement. Also, Tenant will contact and consult with the Municipal Port Director sixty days before sending such notice to allow City the opportunity to rectify, if possible, the situation necessitating termination.

2. **Purpose of Agreement.** To provide Tenant sufficient land space to consolidate its various operations at one location, including the construction of a new company headquarters building of approximately 10,000 square feet upon financial terms satisfactory to the Tenant. Tenant will also operate a dockside reception and load out facility for stone rip rap and other common construction aggregate materials, and general marine construction work. Property will be used for the storage, erecting and maintenance of materials and equipment related to the Tenants marine contracting business. No hazardous materials are to be handled on the Property. Other operations may be performed provided the express written consent for said operations is obtained from the Municipal Port Director.

City agrees to cooperate with Tenant in attempting to secure Harbor Grant Funds or other federal, state, or other funds, including entering into TIF or other taxing or other agreements to finance the required improvements to the leased Property.

3. **Conditions of Use of Property.**

A) Due to weight limitations necessitated by the dockwall construction, Tenant will maintain a 50-foot setback from the dockwall when handling or storing stone products or other materials and cargo. Tenant will cooperate with City during any repairs to the dockwall, and will be responsible for all dockwall damages caused by its operations and incurred after the date of this Agreement, excluding improvements required by the City which increase or maintain the value of the land. Tenant also agrees not to load more than 600 pounds per square foot without permission of the Port's Harbor Engineer.

B) Tenant's Barge Fleet Berth. With reference to the barge docking agreement between City and Tenant dated July 26, 2005, this Agreement also allows the Tenant to pay an amount yearly for the right to utilize dockwalls adjacent to this Property and Tenant's Property at 1801 South Carferry Drive for mooring of its Barge and Tug Fleet. Tenant shall repair any damages to a dockwall caused by its fleet. If the Tenant elects to reserve this right for any given year, Tenant shall only pay the amount set forth in Section 4(A).

C) Tenant shall have preferential, but not exclusive use of the berthing space on dockwall adjacent to the Property.

4. **Rent.**

A) The rental rate under this Agreement shall be Ten Thousand and no/100<sup>th</sup> Dollars (\$10,000) per acre per year or Seventy Six Thousand One Hundred Fifty and no/100<sup>th</sup> Dollars (\$76,150) for total leasehold. Rent shall be payable quarterly, in advance on January 1, April 1, July 1, and October 1. Each rent payment shall be for the immediately succeeding quarter.

B) On January 1, 2012 and on each anniversary date thereafter during the terms of this Agreement, the annual rent for the Property shall be adjusted to the amount determined by applying the percentage increase, if any, of the "Consumer Price Index" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period, to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

C) Throughput on Stone Products. Tenant further agrees to pay City a throughput charge of forty cents (\$.40) per metric ton (2,204 pounds) of material, as described in Paragraph 2 above that is received upon the Property. Tenant agrees to throughput a minimum tonnage of 7,500 metric tons per year during the term of this Agreement. Throughput shall be escalated annually according to Section 3(B).

D) Wharfage on Other Cargo. Tenant agrees to pay City the wharfage fee based upon the appropriate provision of the Municipal Port Tariff (Item 215) in effect at the time of cargo movement.

E). Tenant Fleet Dockage. Dockage charge on Tenant owned barges and tugs shall be billed at \$1,800 per month, payable quarterly as specified in Section 4(A). This charge shall be escalated annually according to Section 3(B).

5. **Possible Future Relocation**. It is anticipated that the City may determine during the term of this Agreement that it would be advantageous to lease the Property to a different tenant or sell the Property, which would require relocation of the current Tenant.

In this event, the City and Tenant must give a minimum of three (3) years advance written notice of its intent to relocate Tenant to other City waterfront real estate on a navigable waterway, in contemplation of a re-leasing or sale of the Property.

In such event, the City and Tenant shall immediately commence good faith negotiations with respect to the identification of an alternative parcel(s) on a navigable waterway to which the Tenant can relocate, which must be reasonably acceptable to Tenant.

The cost of such relocation shall be borne by the City, and the terms and conditions of this Lease Agreement shall continue in full force and effect during and following any such relocation unless otherwise agreed to by the City and the Tenant in writing, as an amendment to this Lease Agreement.

6. **Open 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 Agreement 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 the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease Agreement, and that the Tenant must defend and hold the city harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a minimum period of seven years after receipt of finally payment under this Agreement

7. **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

8. **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) Environmental Laws. The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(D) Obligation to Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to 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 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.

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

9. Incorporation by Reference. All other terms and conditions of the original Lease Agreement and Lease Extensions between the City and the Tenant are incorporated herein and are to continue in full force and effect insofar as they are not inconsistent with the terms and conditions of this Extension and Amendment. In any case of inconsistency, the terms and conditions of this Extension and Amendment will govern.

10. No Slavery Affidavit. The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit \_\_\_\_\_ contemporaneously with its execution of this Lease.

11. Authorization. The undersigned signatories to this instrument represent that they are duly authorized to contract on behalf of their respective entities.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to and Extension of Lease Agreement to be executed by the property respective officers as of the day and year first above written.

In the Presence of:  
CITY OF MILWAUKEE

\_\_\_\_\_  
Tom Barrett , Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
W. Martin Morics, City Comptroller

In the Presence of:  
BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Donna Luty, Secretary

In the Presence of:  
EDWARD E. GILLEN CO.

\_\_\_\_\_  
Richard C. Zirbel, President

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Richard C. Zirbel, the President, of EDWARD E. GILLEN CO., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

**PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:**

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: Limited Liability Company

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the  
above

(print name)

(print title)

TENANT named herein; that \_\_\_\_\_, who executed this Lease on  
behalf of

(print signator of tenant)

the TENANT was then \_\_\_\_\_ of said limited liability company, and  
in said

(official capacity of signator)

capacity, duly signed said Lease for and on behalf of said limited liability company,  
being duly authorized so to do under its operating agreement and/or articles, or is  
authorized so to do by action of its members and members, all of which is within the  
scope of its powers.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(location)

\_\_\_\_\_  
(signature)



APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Assistant City Attorney

i:gillenlse7.615amendext11.doc

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 7, 2011

FILE NUMBER: \_\_\_\_\_

Original Fiscal Note  Substitute

SUBJECT: Approve Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. for 7.615 acres

B) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, Port of Milwaukee, 8130xt.

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:	N/A				
SUPPLIES:	N/A				
MATERIALS:	N/A				
NEW EQUIPMENT:	N/A				
EQUIPMENT REPAIR:	N/A				
OTHER:	N/A				
<b>TOTALS</b>	N/A				

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	Annual revenue of \$76,150
<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:  
 The property is 7.615 acres to be rented at the rate of \$10,000 per acre per year totals \$76,150 per year.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





Legislation Details (With Text)

**File #:** 101152      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

**Sponsors:** ALD. BAUMAN

**Indexes:** AGREEMENTS, HARBOR COMMISSION, LEASES, PORT OF MILWAUKEE

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

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101152

Version

Original

Reference

Sponsor

Ald. Bauman

Title

Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

Analysis

This resolution would approve an Amendment to and Extension of Lease Agreement with Edward E. Gillen for 3.44 acres of off-waterfront bare ground on the Port's South Harbor Tract.

Body

Whereas, Edward E. Gillen Company has been a long term tenant in good standing with the Port of Milwaukee; and

Whereas, Edward E. Gillen Company and the Port of Milwaukee have agreed to the Amendment to and Extension of Lease Agreement commencing January 1, 2011 through December 31, 2036; and

Whereas, The Board of Harbor Commissioners at their meeting of December 14, 2010 acted by vote to grant such extension; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said Common Council hereby ratifies and approves the Amendment to and Extension of Lease Agreement with Edward E. Gillen and the City of Milwaukee, by and through its Board of Harbor Commissioners for lease of 3.44 acres of off-waterfront bare ground located on the South Harbor Tract; and, be it

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

Drafter:  
Port of Milwaukee  
Eric C. Reinelt  
1/7/11

i:gillenlse3.44amndextl1ccres.doc

January 7, 2011

Ref: Gillen/Lease 3.44

To The Honorable  
The Common Council  
City of Milwaukee

Dear Council Members:

The Port of Milwaukee is requesting approval for an Amendment to and Extension of Lease Agreement with the Edward E. Gillen Company for 3.44 acres of off-waterfront bare ground.

At its meeting of December 14, 2010, the Board of Harbor Commissioners approved the Amendment to and Extension of Lease Agreement and authorized the Port staff to notify the Common Council. We therefore respectfully request that your Honorable Body approve this Amendment to and Extension of Lease Agreement and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT  
Municipal Port Director

ECR/dcl

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AMENDMENT TO AND EXTENSION OF LEASE  
AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 3.44 acres of property on the South Harbor Tract  
at the South end of Harbor Drive Extended

Effective: January 1, 2011 – December 31, 2036

AMENDMENT TO LEASE AGREEMENT

This Amendment to and Extension of Lease Agreement made and entered into at Milwaukee, Wisconsin as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between EDWARD E. GILLEN COMPANY, 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 :

WHEREAS the City and the Tenant have entered into a Lease Agreement dated December 20, 2000 on a month-to-month basis (hereinafter referred to as the "Lease Agreement") for the lease of 2.0 acres of real property located at Harbor Drive Extended in the City of Milwaukee (and hereinafter referred to as the "Property"); which is depicted in the diagram attached hereto as Exhibit A and which is incorporated herein by reference; and

WHEREAS the Lease Agreement was amended October 24, 2005 again on a month-to-month basis, at which time the Property was expanded to 2.9 acres; and

WHEREAS on October, 2006 the City and Tenant, by letter agreement, expanded the Property to comprise 3.44 acres; and

WHEREAS the City and Tenant have agreed to further extend the term of the Lease Agreement (as amended) and to further amend certain parts of its terms and conditions, as specified in this Amendment to and Extension of Lease Agreement; and

WHEREAS the Tenant has at no time elected to terminate the Lease Agreement and that, consequently, the Lease Agreement has continued to be, and remains, in full force and affect;

NOW, THEREFORE in consideration of the mutual covenants and conditions set forth herein, the City and Tenant agree to amend the Lease Agreement dated October 19, 2000 as follows:

1. **Term.**

A) The term of this Lease Agreement shall be extended for twenty-five (25) years commencing at 12:00 a.m. on January 1, 2011 and terminating at 11:59 p.m. on December 31, 2036 (the "Extended Term"). .



B) This Lease may be terminated prior to the date of its stated expiration date by 90 day written notice of tenant, Landlord or by mutual consent of the Port Director and the Tenant. This Lease may be extended for two additional fifteen (15)-year extension terms (the “First Extended Term” and the “Second Extended Term” respectively) at Tenant’s option, which must be delivered to the City in writing on hundred eighty (180) days prior to the expiration of the then current term.

2. **Rent.**

A) Tenant shall pay to City during the extended term, the sum of Thirteen Thousand Five Hundred Thirty Three and 00/100ths Dollars (\$13,533) per acre per year or \$46,553.52 for the entire Property payable quarterly in arrears.

B) On January 1, 2012 and on each anniversary date thereafter during the terms of this Lease, the annual rent for the Property, shall be adjusted to the amount determined by applying the percentage increase, if any, of the “Consumer Price Index” published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

3. **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

4. **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) Environmental Laws. The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(C) 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.

(D) Obligation to Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to 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 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.

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

F) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. § 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.

5. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit \_\_\_\_\_ contemporaneously with its execution of this Lease.

6. **Open 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 Agreement 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 the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease Agreement, and that the Tenant must defend and hold the city harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a minimum period of seven years after receipt of finally payment under this Agreement

7. **Incorporation by Reference.** All other terms and conditions of the original Lease Agreement and Lease Extensions between the City and the Tenant are incorporated herein and are to continue in full force and effect insofar as they are not inconsistent with the terms and conditions of this Extension and Amendment. In any case of inconsistency, the terms and conditions of this Extension and Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to and Extension of Lease Agreement to be executed by the property respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on the day and year first above written.

In the Presence of:  
CITY OF MILWAUKEE

\_\_\_\_\_  
Tom Barrett , Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
W. Martin Morics, City Comptroller

In the Presence of:  
BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Donna Luty, Secretary

In the Presence of:  
EDWARD E. GILLEN CO.

\_\_\_\_\_  
Richard C. Zirbel, President

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Richard C. Zirbel, the President, of EDWARD E. GILLEN CO., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

**PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:**

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: Limited Liability Company

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the  
(print name) (print title)

above TENANT named herein; that \_\_\_\_\_, who executed this Lease  
(print signator of tenant)  
on behalf of the TENANT was then \_\_\_\_\_ of said limited liability  
(official capacity of signator)  
company, and in said capacity, duly signed said Lease for and on behalf of said limited  
liability company, being duly authorized so to do under its operating agreement and/or  
articles, or is authorized so to do by action of its members and members, all of which is  
within the scope of its powers.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(location)

\_\_\_\_\_  
(signature)

APPROVED as to Form and Execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 7, 2011

FILE NUMBER: \_\_\_\_\_

Original Fiscal Note  Substitute

SUBJECT: Approve Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. for 3.44 acres

B) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, Port of Milwaukee, xt. 8130

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:	"				
<b>TOTALS</b>	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	Annual revenues of \$46,553.52
<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:  
 Property totals 3.44 acres with an annual lease rate of \$13,533 per acre per year, equals total annual revenue of \$46,553.52

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE







Legislation Details (With Text)

**File #:** 101153      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

**Sponsors:** ALD. BAUMAN

**Indexes:** AGREEMENTS, HARBOR COMMISSION, LEASES, PORT OF MILWAUKEE

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

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101153

Version

Original

Reference

Sponsor

Ald. Bauman

Title

Resolution approving an Amendment to and Extension of Lease Agreement with Edward E. Gillen Co.

Analysis

This resolution would approve Amendment to and Extension of Lease Agreement with Edward E. Gillen for 1.15 acres of property located at 1801 South Carferry Drive.

Body

Whereas, Edward E. Gillen Company has been a long term tenant in good standing at the Port of Milwaukee; and

Whereas, Edward E. Gillen Company and the Port of Milwaukee have agreed to the Amendment to & Extension of Lease Agreement commencing January 1, 2011 through December 31, 2036; and

Whereas, The Board of Harbor Commissioners at their meeting of December 14, 2010 acted by vote to grant such extension; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that said Common Council hereby ratifies and approves the Amendment to and Extension of Lease Agreement between Edward E. Gillen Co. and the City of Milwaukee, by and through its Board of Harbor Commissioners for the period of January 1, 2011 through December 31, 2036; 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  
Eric C. Reinelt  
1/7/2011

i:gillenlse1.15amndextl1ccres.doc

January 7, 2011

Ref: Gillen/Lease

To The Honorable  
The Common Council  
City of Milwaukee

Dear Council Members:

The Port of Milwaukee is requesting approval for an Amendment to and Extension of Lease Agreement with the Edward E. Gillen Company for 1.15 acres of property located at 1801 South Carferry Drive.

At its meeting of December 14, 2010, the Board of Harbor Commissioners approved the Amendment to and Extension of Lease Agreement and authorized the Port staff to notify the Common Council. We therefore respectfully request that your Honorable Body approve this Amendment to and Extension of Lease Agreement and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT  
Municipal Port Director

ECR/dcl

i:gillenlse1.15lamndext11ccltr.doc

AMENDMENT TO AND EXTENSION OF LEASE  
AGREEMENT

Between

EDWARD E. GILLEN COMPANY

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For 1.15 acres of property on the South Harbor Tract  
located at 1801 S. Carferry Drive

Effective: January 1, 2011 – December 31, 2036

AMENDMENT TO LEASE AGREEMENT

This Amendment to and Extension of Lease Agreement made and entered into at Milwaukee, Wisconsin as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between EDWARD E. GILLEN COMPANY, 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 :

WHEREAS the City and the Tenant have entered into a Lease Agreement dated December 20, 1999 which, with various amendments and extensions, remained in effect until December 31, 2006; and (hereinafter referred to as the "Lease Agreement") for the lease of .921 acres of real property located at 1801 South Carferry Drive in the City of Milwaukee (and hereinafter referred to as the "Property"); the Property was expanded to 1.15 acres on January 1, 2007 and is depicted on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS the Lease Agreement was amended and extended on January 1, 2007 for a term expiring on December 31, 2010; and

WHEREAS the City and Tenant have agreed to further extend the term of the Lease Agreement and to amend certain parts of its terms and conditions, as specified in this Amendment to and Extension of Lease Agreement; and

WHEREAS the Tenant has at no time elected to terminate the Lease Agreement and that, consequently, the Lease Agreement has continued to be, and remains, in full force and effect;

NOW, THEREFORE in consideration of the mutual covenants and conditions set forth herein, the City and Tenant agree to amend the Lease Agreement dated as follows:

1. **Term.**

A) The term of this Lease Agreement shall be extended for twenty-five (25) years commencing at 12:00 a.m. on January 1, 2011 and terminating at 11:59 p.m. on December 31, 2036 (the "Extended Term"). This Lease may be extended for two (2) additional fifteen (15)-year extension terms (the "Second Extended Term" and the "Third Extended Term" respectively) at Tenant's option in writing one hundred eighty (180) days prior to expiration of the then current term.

B) This Lease may be terminated prior to the date of its stated expiration date by 90 day written notice of tenant, Landlord or by the mutual written consent of the Port Director and the Tenant.

2. **Rent.**

A) Tenant shall pay to City during the first year of the extended term, the sum of Twenty Three Thousand and 00/100ths Dollars (\$23,000) per acre per year or \$26,450 for the entire Property payable quarterly in arrears.

B) On January 1, 2012 and on each anniversary date thereafter during the terms of this Lease, the annual rent for the Property, shall be adjusted to the amount determined by applying the percentage increase, if any, of the "Consumer Price Index" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

3. **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

4. **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) Environmental Laws. The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(C) 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.

(D) 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.

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

F) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. § 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.



5. **Open 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 Agreement 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 the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease Agreement, and that the Tenant must defend and hold the city harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a minimum period of seven years after receipt of finally payment under this Agreement

6. **Incorporation by Reference.** All other terms and conditions of the original Lease Agreement and Lease Extensions between the City and the Tenant are incorporated herein and are to continue in full force and effect insofar as they are not inconsistent with the terms and conditions of this Extension and Amendment. In any case of inconsistency, the terms and conditions of this Extension and Amendment will govern.

7. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit \_\_\_\_\_ contemporaneously with its execution of this Lease.

1. The other terms and conditions of the Lease Agreement as have been in effect during the Initial term and subsequent extensions shall remain unchanged and continue in full force and effect throughout the Extended Term.

5. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Lease Amendment 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 caused this Amendment to and Extension of Lease Agreement to be executed by the property respective officers at Milwaukee, Wisconsin and their corporate seals to be affixed hereto on the day and year first above written.

In the Presence of:  
CITY OF MILWAUKEE

---

Tom Barrett , Mayor

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

\_\_\_\_\_  
W. Martin Morics, City Comptroller

In the Presence of:  
BOARD OF HARBOR COMMISSIONERS

\_\_\_\_\_  
Timothy K. Hoelter, President

\_\_\_\_\_  
Donna Luty, Secretary

In the Presence of:  
EDWARD E. GILLEN CO.

\_\_\_\_\_  
Richard C. Zirbel, President

**STATE OF WISCONSIN  
MILWAUKEE COUNTY**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Richard C. Zirbel, the President, of EDWARD E. GILLEN CO., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires \_\_\_\_\_

**PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:**

(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: Limited Liability Company

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the above

(print name)

(print title)

TENANT named herein; that \_\_\_\_\_, who executed this Lease on behalf of

(print signator of tenant)

the TENANT was then \_\_\_\_\_ of said limited liability company, and in said

(official capacity of signator)

capacity, duly signed said Lease for and on behalf of said limited liability company, being duly authorized so to do under its operating agreement and/or articles, or is authorized so to do by action of its members and members, all of which is within the scope of its powers.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
(location)

\_\_\_\_\_  
(signature)

APPROVED as to Form and Execution this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** January 7, 2011

**FILE NUMBER:** \_\_\_\_\_

Original Fiscal Note  Substitute

**SUBJECT:** Approve Amendment to and Extension of Lease Agreement with Edward E. Gillen Co. for 1.15 acres

B) **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	SAVING
<b>SALARIES/WAGES:</b>	N/A				
<b>SUPPLIES:</b>	N/A				
<b>MATERIALS:</b>	N/A				
<b>NEW EQUIPMENT:</b>	N/A				
<b>EQUIPMENT REPAIR:</b>	N/A				
<b>OTHER:</b>	N/A				
<b>TOTALS</b>	N/A				

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	Annual revenues of \$26,450
<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:**

N/A

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**

Property is 1.15 acres leased at an annual rate of \$26,000 per acre per year equals \$26,450 annual revenue

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





Legislation Details (With Text)

**File #:** 101146      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution granting the Wisconsin Department of Transportation permission to construct and maintain cameras and appurtenant facilities on city-owned property located at 841 North James Lovell Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** CITY PROPERTY, SECURITY, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Kilbourn Tunnel Details, Traffic Control Map, Drawings, Map, Intelligent Transportation Systems, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101146  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution granting the Wisconsin Department of Transportation permission to construct and maintain cameras and appurtenant facilities on city-owned property located at 841 North James Lovell Street, in the 4<sup>th</sup> Aldermanic District.  
Analysis

This resolution permits the Wisconsin Department of Transportation (WISDOT) to construct and maintain cameras and appurtenant facilities on city-owned property located at 841 North James Lovell Street, also known as the MacArthur Square.

Body  
Whereas, The Wisconsin Department of Transportation (WISDOT) wants to install cameras and appurtenant facilities in the tunnels under MacArthur Square in order to monitor traffic exiting and entering I-43 both for security and safety purposes; and

Whereas, The WISDOT will maintain the aforementioned cameras and appurtenant facilities; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Wisconsin Department of Transportation is granted permission to construct and maintain cameras, conduit, electrical and communications wiring, and other equipment required for the operation of said cameras in the north and south tunnels under MacArthur Square and in the land between North 6<sup>th</sup> Street and North James Lovell Street, known as 841 North James Lovell Street; and, be it

Further Resolved, That the WISDOT shall obtain all necessary permits for work performed in the public right-of-way and on city-owned property; and, be it

Further Resolved, That the WISDOT shall keep and maintain the cameras and appurtenant facilities to the satisfaction of the Commissioner of Public Works; and, be it

Further Resolved, That whenever permission for the cameras and appurtenant facilities is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council, the Wisconsin Department of Transportation shall not only remove all construction work executed pursuant to this permissory resolution, but shall also restore to its former condition and to the approval of the Commissioner of Public Works the curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting permission for said cameras and appurtenant facilities. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.

Requestor

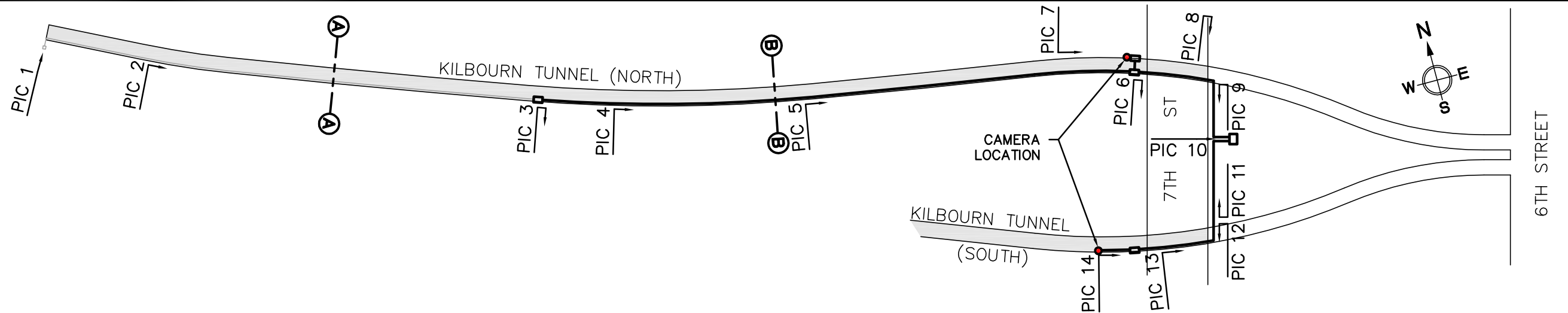
Department of Public Works

Drafter

DPW-Infrastructure Services Division

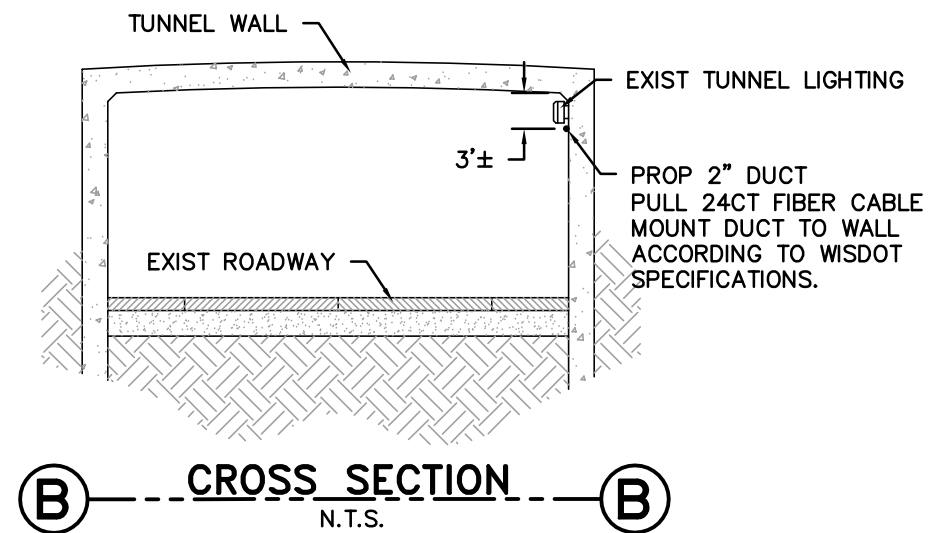
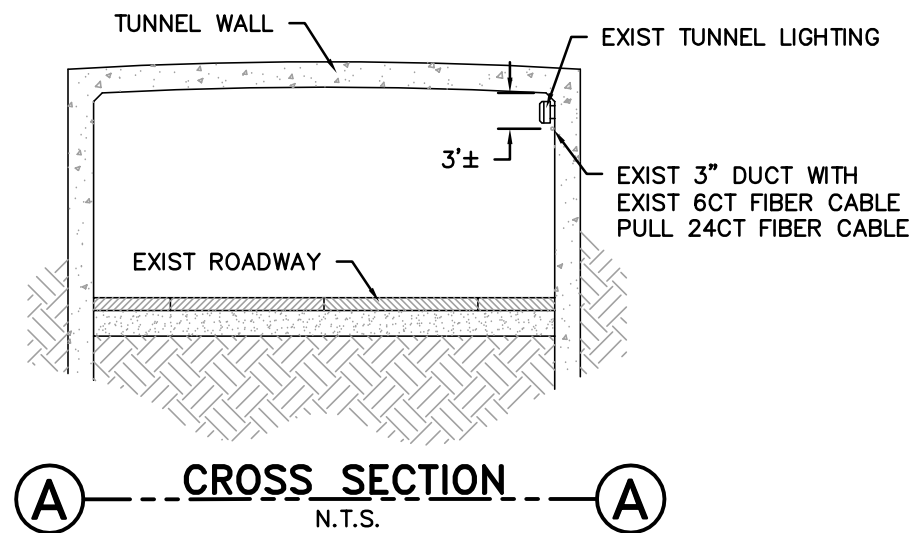
MDL: ns

December 30, 2010



### KILBOURN TUNNEL ROUTE SCHEMATIC

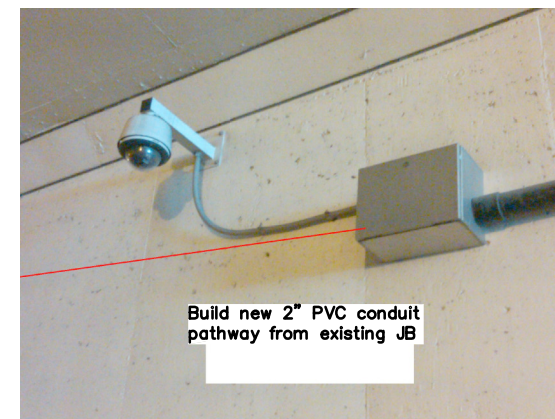
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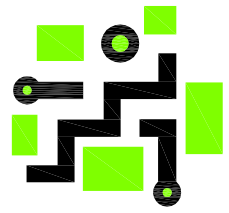
PIC 1



PIC 2



PIC 3



**CABLE Com**

3701 West Burnham Street  
Suite C  
Milwaukee, WI 53215  
(414) 226-2205

**DRAWING DISCLAIMER**  
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### CONSTRUCTION

REVISIONS		
NO.	DESCRIPTION	BY DATE

CLIENT



PROJECT

KILBOURN TUNNEL

DRAWN BY TM

APPROVED BY

DATE 12-22-10

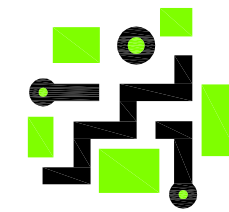
JOB No. 1011068

SHEET No.

1 OF 2

**CABLE Com**





**CABLE Com**

3701 West Burnham Street  
Suite C  
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(414) 226-2205

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**CONSTRUCTION**

REVISIONS		
NO.	DESCRIPTION	BY DATE



CLIENT

PROJECT

KILBOURN TUNNEL

DRAWN BY TM

APPROVED BY

DATE 12-22-10

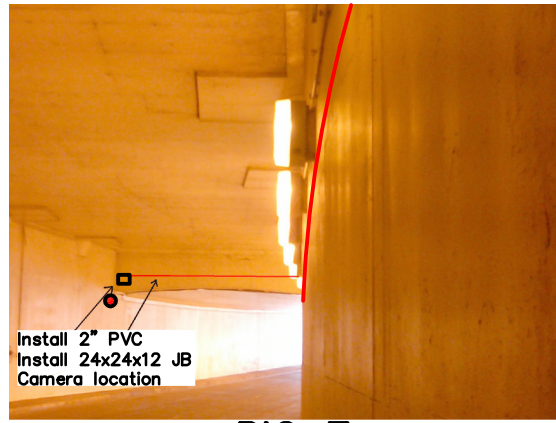
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SHEET No.

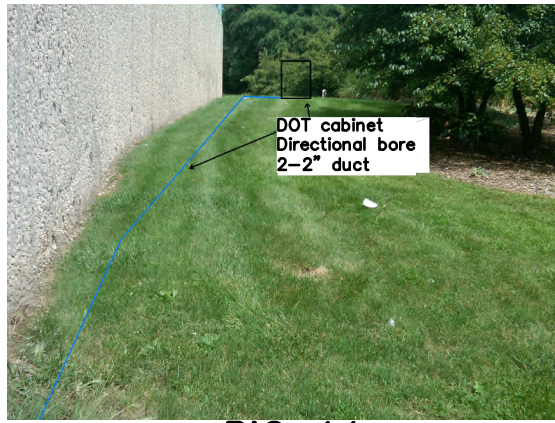
**CABLE Com**



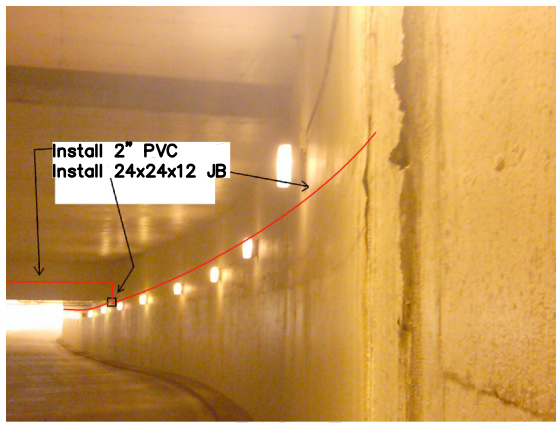
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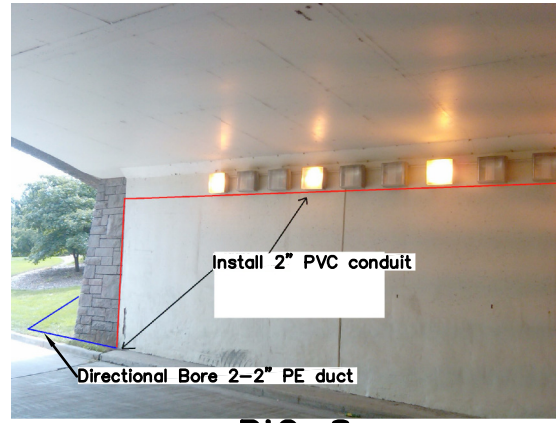
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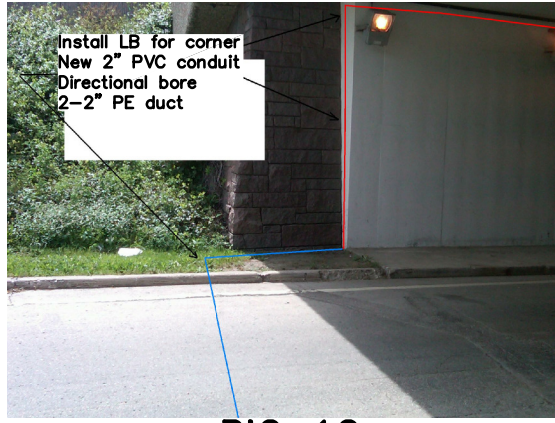
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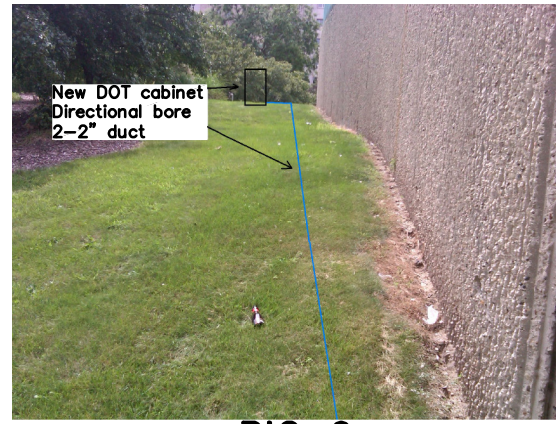
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**PIC 8**



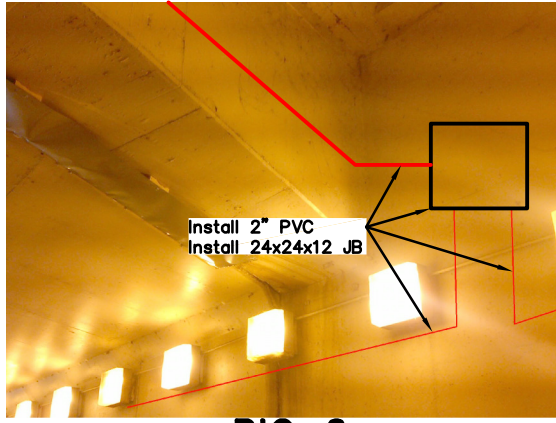
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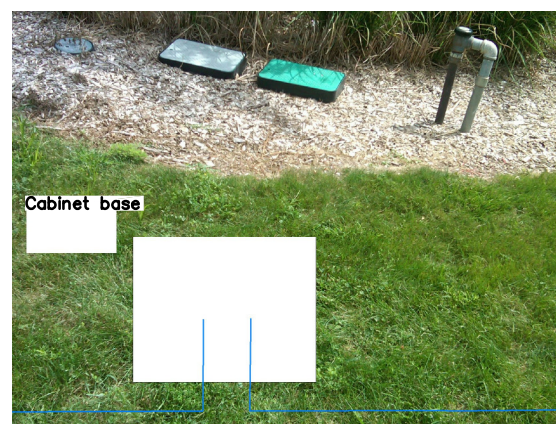
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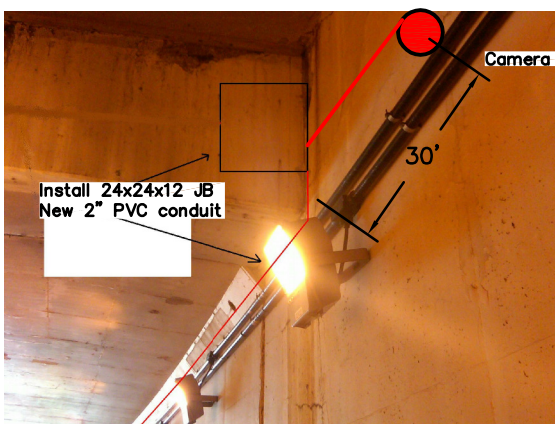
**PIC 13**



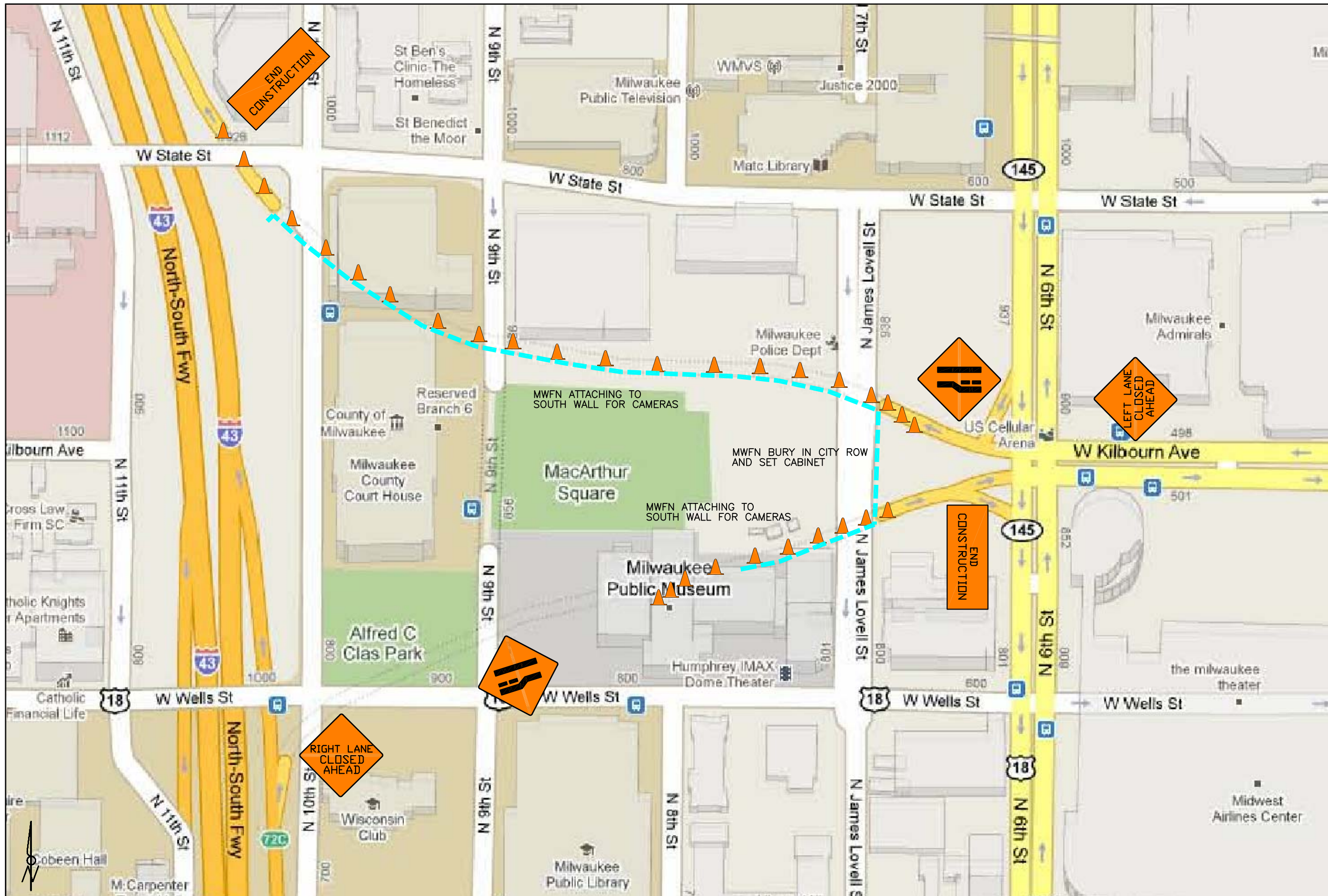
**PIC 6**



**PIC 10**



**PIC 14**



**SYMBOLS**

2 x 1.25" HDPE SDR11	Innerducts / Tracer Wire
Station Mark	House / Building
Splice	Existing Manhole
Storage Loop	Existing Manhole
Proposed Handhole	Power Pole
Proposed Anc/Dn Guy	Water Valve / Meter
Bond to Ground	Tel Pole
Grounded	Gas Valve / Meter
Fiber Locate Marker Post	Transmission Pole
Buried Cable Marker	Hydrant
New Aerial Fiber Cable	Sign
New Underground Fiber Cable	Mailbox
Township Line	Street/Traffic Light
City Limits	Tel Ped
R/W Line	TV Ped
River/Stream	Ele Ped/Transformer
L Road	Deciduous Tree
RR Tracks	Evergreen Tree
Fence	
Oil Pipeline	
Gas Pipeline	
Water Line	Exit City Comm Line
San. Sewer	MMSD Line
Storm Drain	Exit Aerial Fiber Cable
Exit UG	Exit UG Fiber Cable
Telephone	Exit UG Fiber Cable
Exit CATV	Exit UG Fiber Cable
Exit Moleod	Power Line
B.I.P.	Black Iron Pipe
G.I.P.	Galvanized Iron Pipe

**MWFN CONTACT INFO**  
 OSP ENGINEER: RICHARD TRGOVEC  
 414-672-5612  
 EMERGENCY NOTIFICATION NUMBER: 1-866-831-1661

**DIGGERS HOTLINE**  
 CALL : (414) 259-1181  
 OR  
 TOLL FREE (800) 242-8511  
 www.diggershotline.com

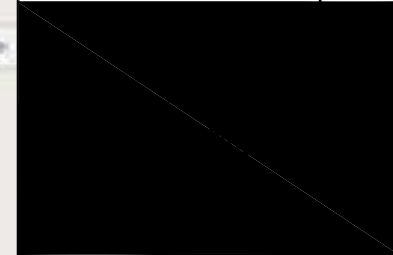
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**CONSTRUCTION**

**REVISIONS**

REV. NO.	DESCRIPTION	BY	DATE

CABLE FIBER COUNT: 48 ct. FOC	CABLE DESCRIPTION
CABLE REEL NO.	
SPLICE TO SPLICE CABLE LENGTH:	
INNERDUCT & TYPE:	PIPE & INNERDUCT PLACEMENT
STEEL PIPE SIZE:	
PVC PIPE SIZE	



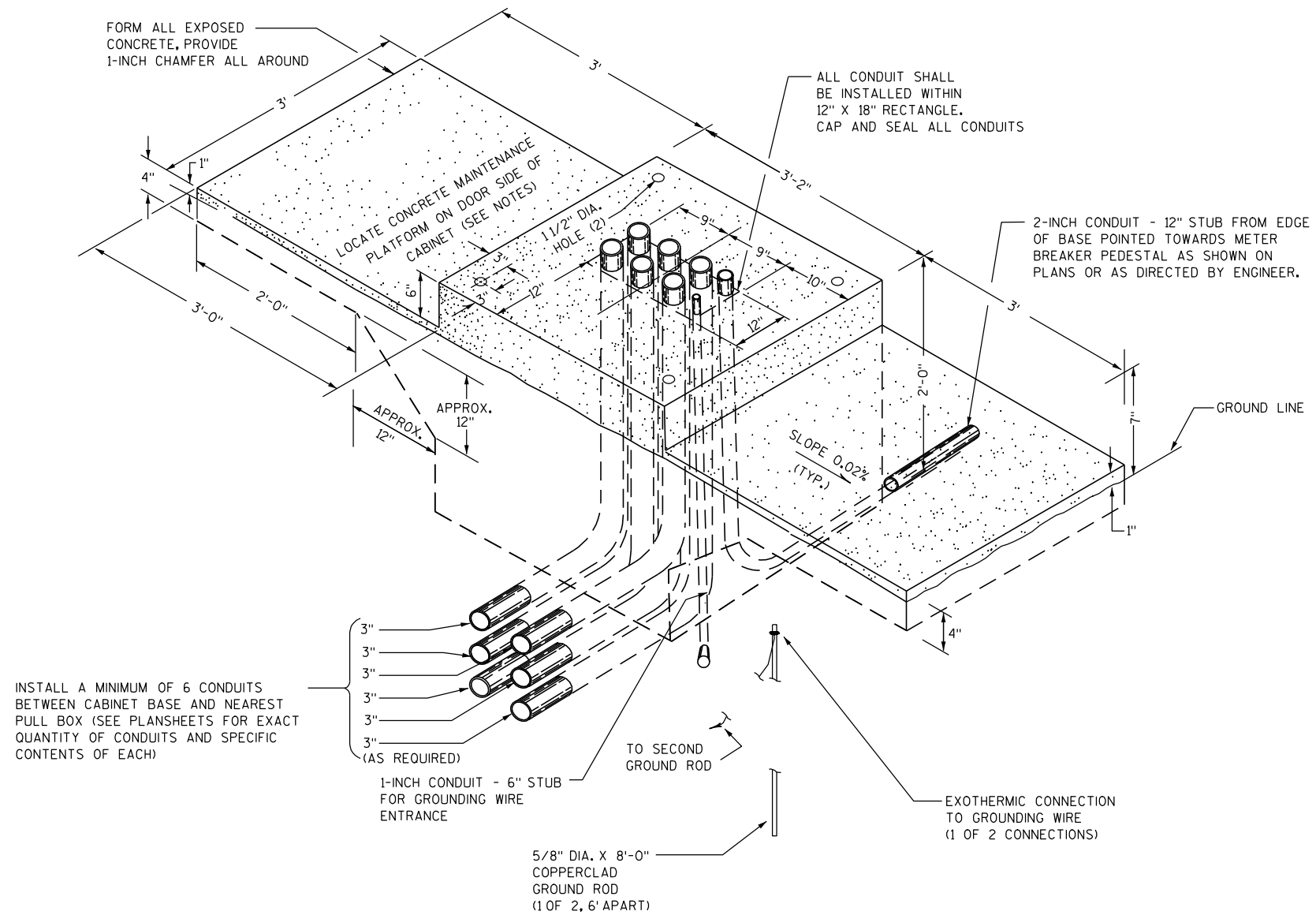
**FIBER BUILD DOT CAMS**

DRAWN BY : NWT CSS	DATE : 11/29/10
CHECKED BY :	DATE :
APPROVED BY :	DATE :
APPROVED BY :	DATE :
HORIZONTAL SCALE (DWG & PROF) :	
VERTICAL SCALE (DWG) :	
VERTICAL SCALE (PROF) :	
MAP PROJECTION : NTS	

DRAWING NUMBER : 02 OF 02

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County: MILWAUKEE    Municipality: CITY OF MILWAUKEE    Section: 29    Township: 7 N    Range: 22 E

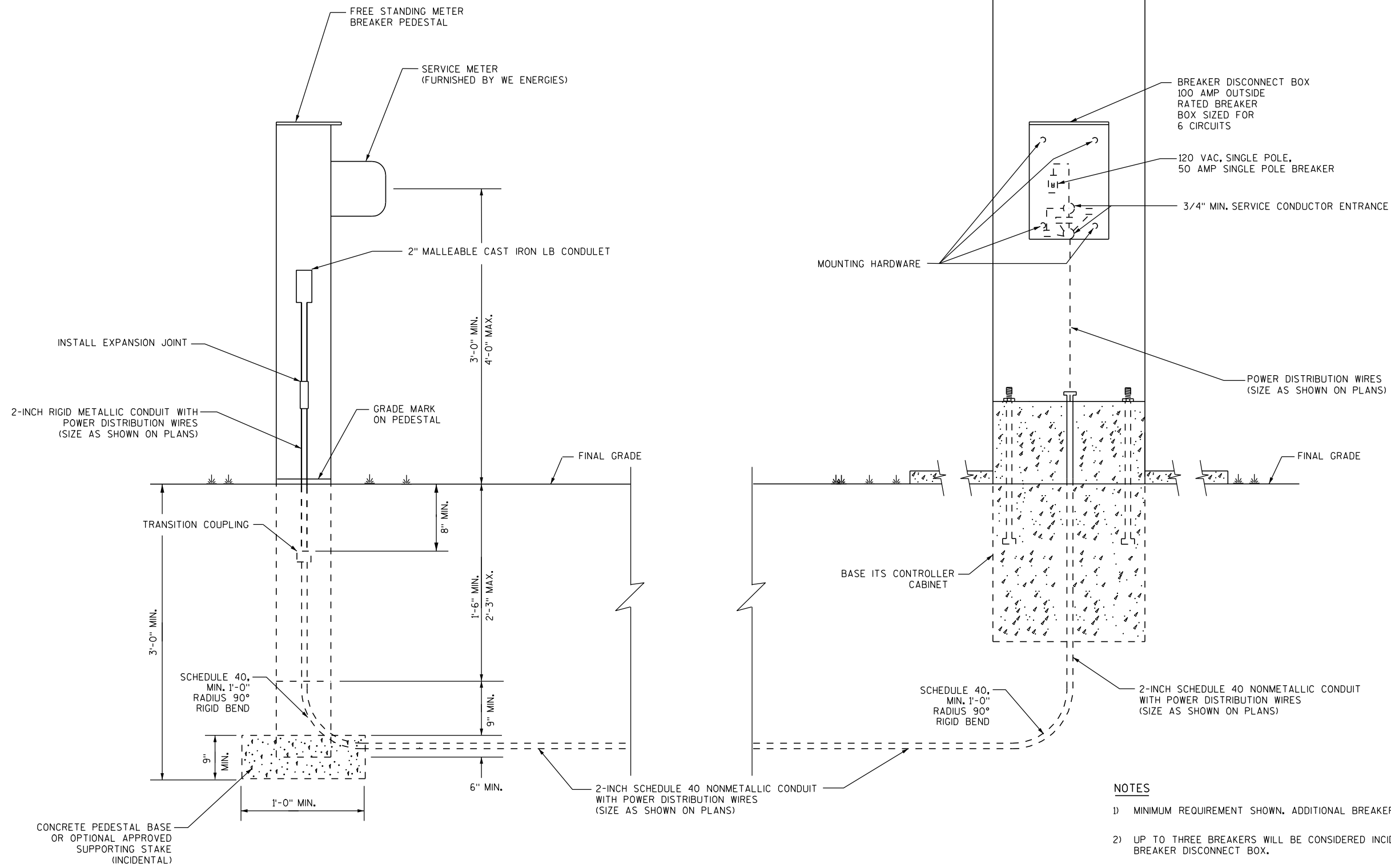


BASE ITS CONTROLLER CABINET

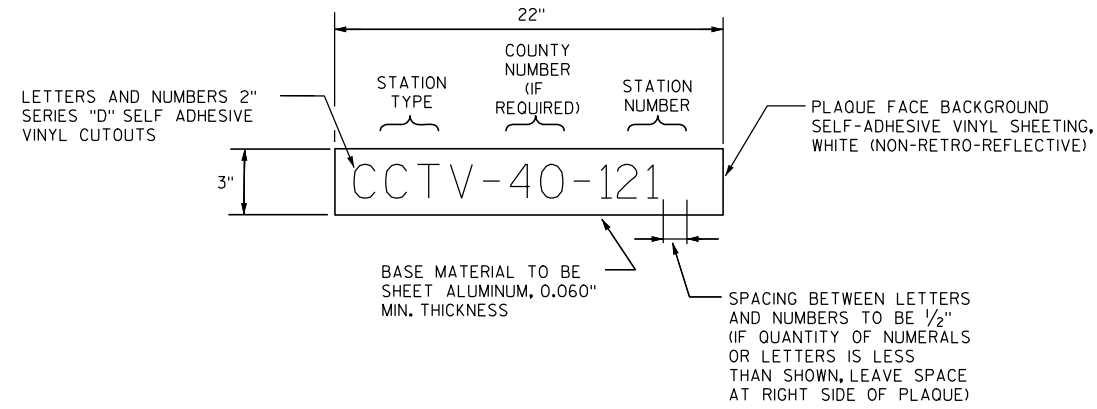
NOTES

- 1) DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE CONTRACT.
- 2) WHEN REQUIRED TO CONNECT NONMETALLIC CONDUIT TO METALLIC CONDUIT, ONLY ADAPTER FITTINGS, U.L. LISTED FOR ELECTRICAL USE, SHALL BE USED.
- 3) CONDUIT HEIGHT ABOVE THE CONCRETE BASE SHALL BE 3-INCHES.
- 4) DEPTH OF CONDUIT SHALL BE 24-INCHES MINIMUM AND 36-INCHES MAXIMUM.
- 5) ANY EXCEPTION TO THE MAXIMUM DEPTH SHALL BE ONLY WITH THE WRITTEN APPROVAL OF THE ENGINEER.
- 6) CONTROLLER CABINET BASE TOP SURFACES SHALL BE TROWEL FINISHED AND LEVEL, PRIOR TO CABINET INSTALLATION. LEVELING OF TOP SURFACES AFTER CONCRETE BASE HAS CURED SHALL ONLY BE ACCOMPLISHED BY GRINDING.
- 7) MAINTENANCE PLATFORMS ARE NOT REQUIRED WHEN THE SURROUNDING AREA IS PAVED.
- 8) MINIMUM BENDING RADIUS OF CONDUIT = 6 X THE DIAMETER.
- 9) ALL METALLIC CONDUIT ENDS SHALL BE REAMED AND THREADED.
- 10) CAP ALL BELOW GRADE METALLIC CONDUIT ENDS IN WHICH WIRE OR CABLE IS NOT BEING INSTALLED.
- 11) PLUG ALL BELOW GRADE NONMETALLIC CONDUIT ENDS IN WHICH WIRE OR CABLE IS NOT BEING INSTALLED.
- 12) ALL CONDUIT ENDS AT THE TOP OF CONCRETE BASES SHALL BE CAPPED IF METALLIC OR PLUGGED IF NONMETALLIC, IMMEDIATELY AFTER PLACEMENT AND BEFORE CONCRETE IS PLACED. CONDUITS IN WHICH WIRE OR CABLE IS NOT BEING INSTALLED SHALL REMAIN CAPPED OR PLUGGED.
- 13) CONCRETE FORM DEPTH BELOW FINISHED GRADE SHALL BE 6-INCH MAXIMUM. CONCRETE FORMS SHALL BE REMOVED AFTER CONCRETE HAS SET.
- 14) ALL METALLIC CONDUIT ENDS AT TOP OF CONCRETE BASES SHALL HAVE BUSHINGS IF WIRE IS INSTALLED.
- 15) ALL NONMETALLIC CONDUIT ENDS AT TOP OF CONCRETE BASES SHALL HAVE END BELLS IF WIRE IS INSTALLED.
- 16) ANCHOR BOLTS TO ANCHOR THE FIELD CABINET TO THE CABINET BASE WILL BE STATE FURNISHED WITH THE FIELD CABINET.
- 17) CONFIRM BOLT PATTERN OF CABINET PRIOR TO CONSTRUCTION OF CONCRETE BASE.





2 CIRCUIT ELECTRICAL SERVICE METER BREAKER PEDESTAL



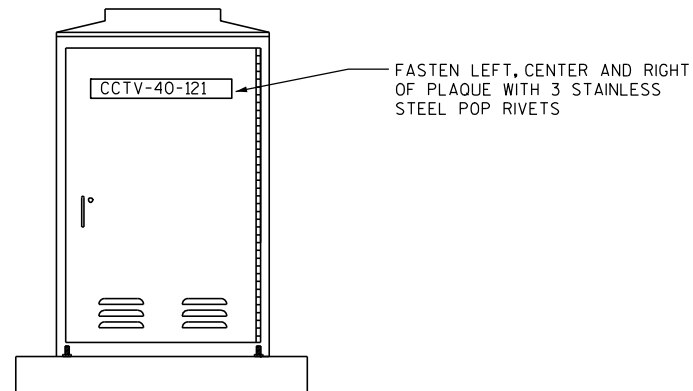
CONTROL CABINET IDENTIFICATION PLAQUE DETAIL

LEGEND STATION TYPE

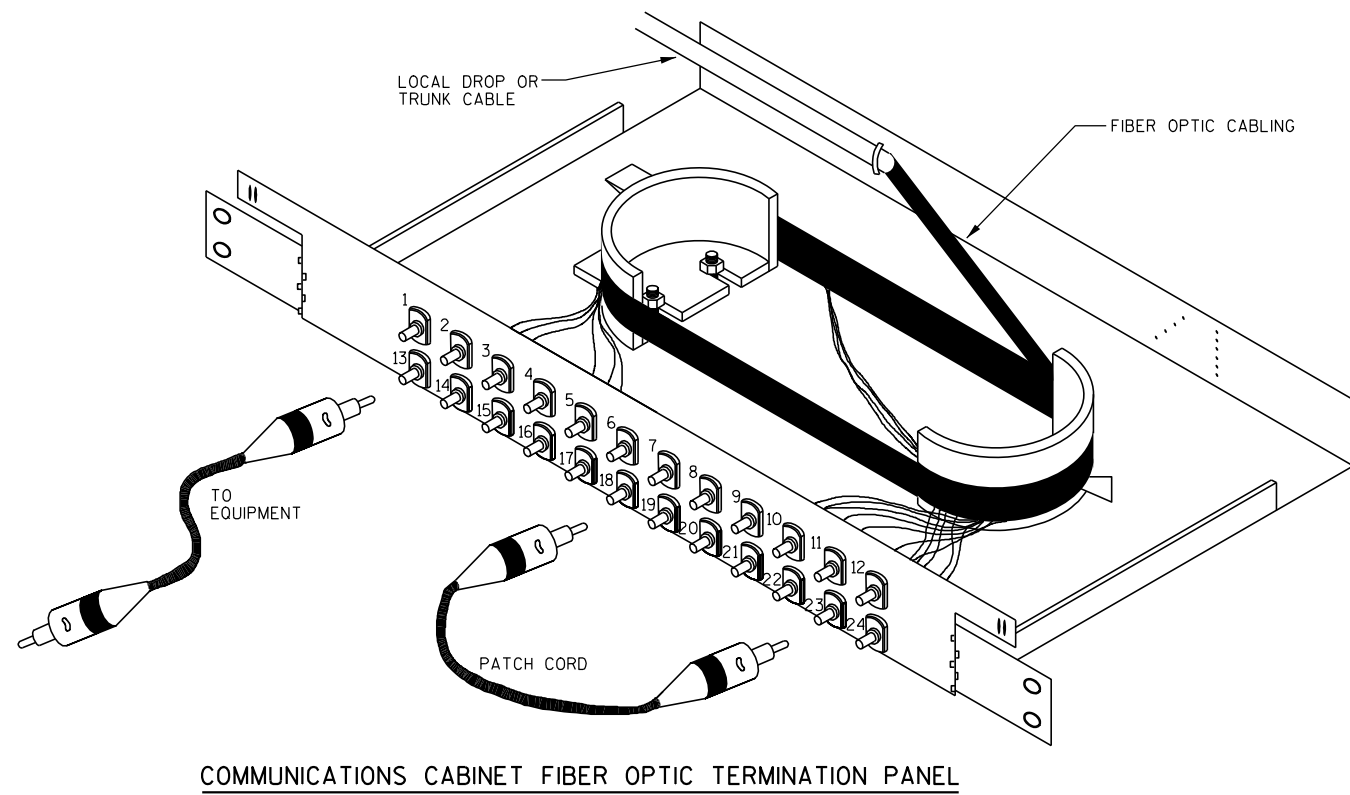
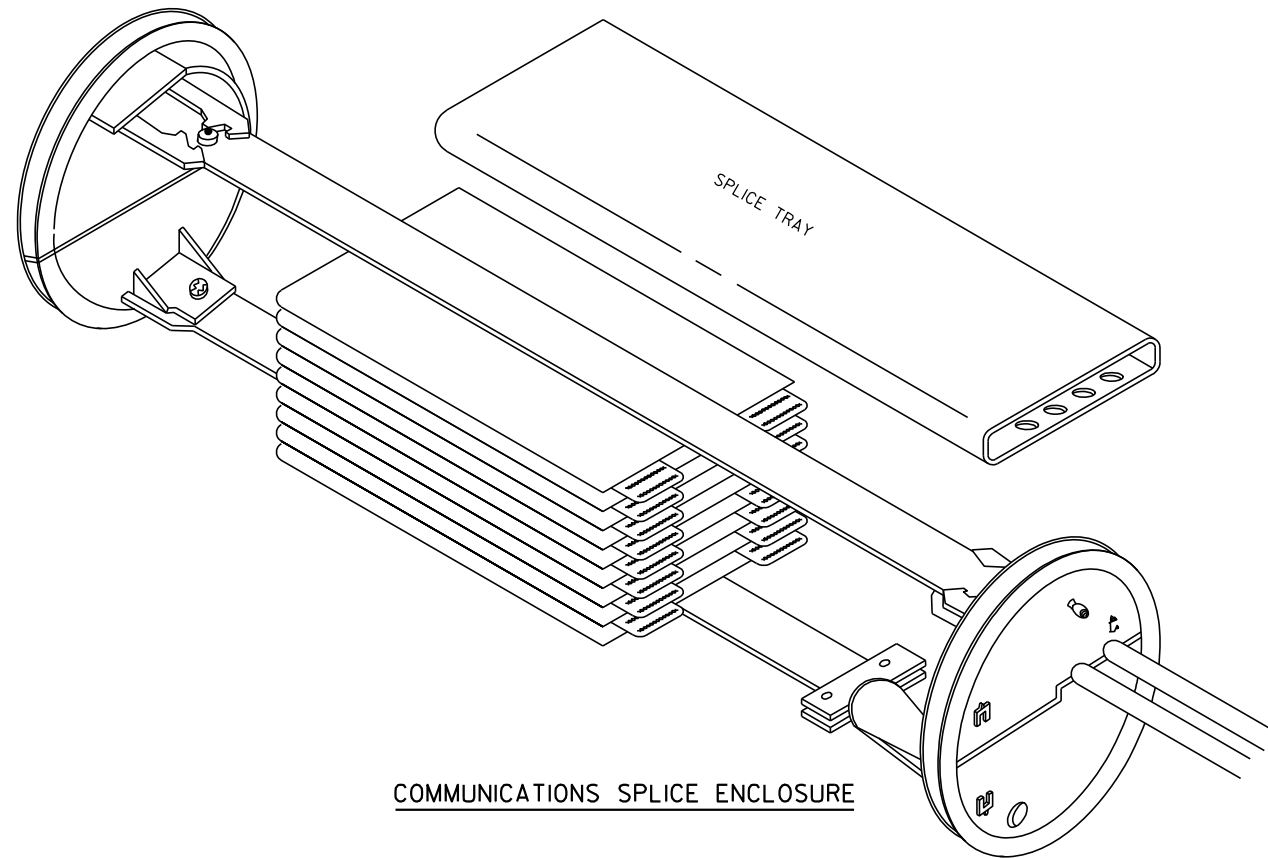
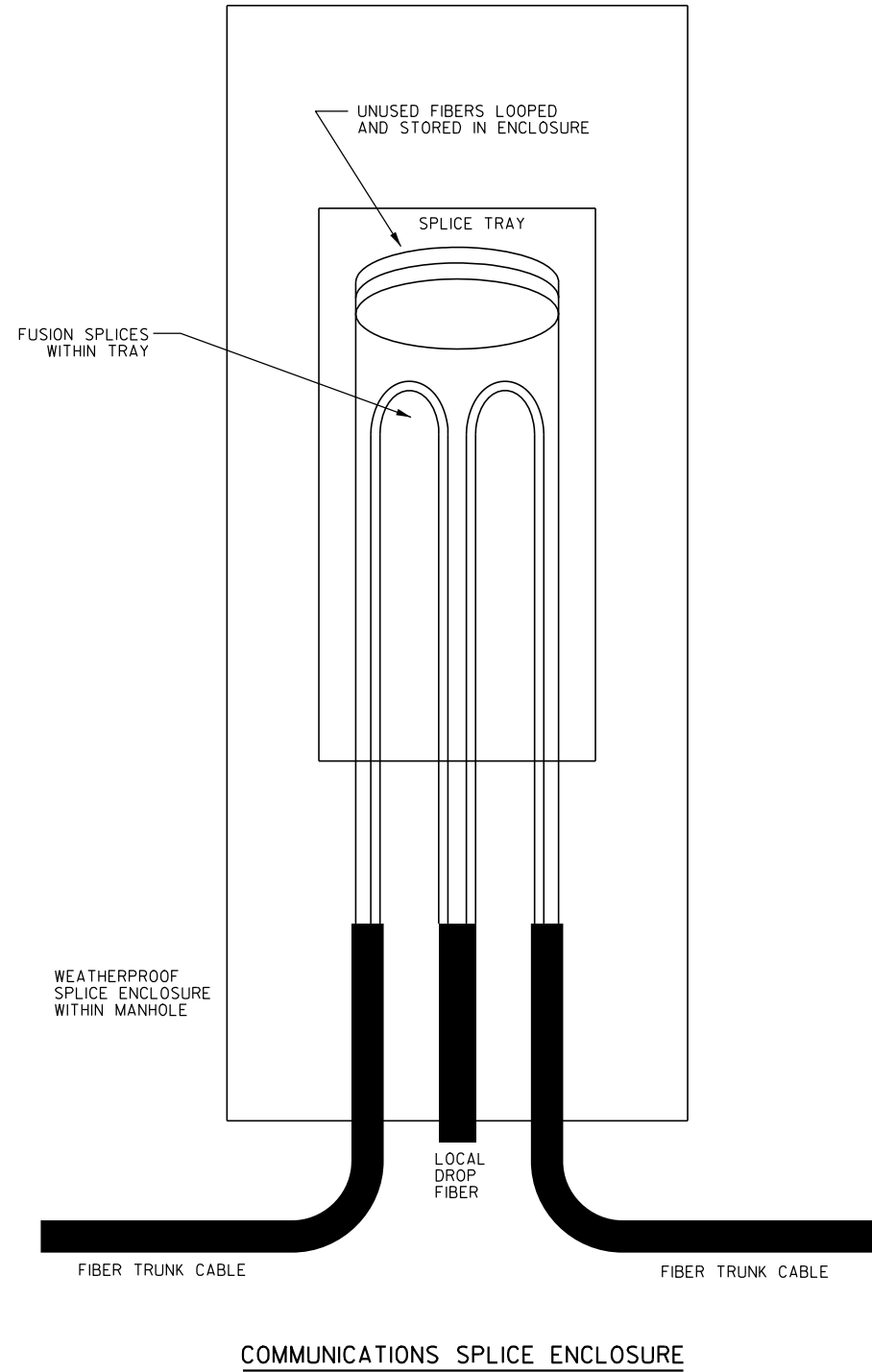
- CCTV - CLOSED CIRCUIT TELEVISION
- AVMS - ARTERIAL VARIABLE MESSAGE SIGN
- RM - RAMP METER
- MD- MICROWAVE DETECTOR

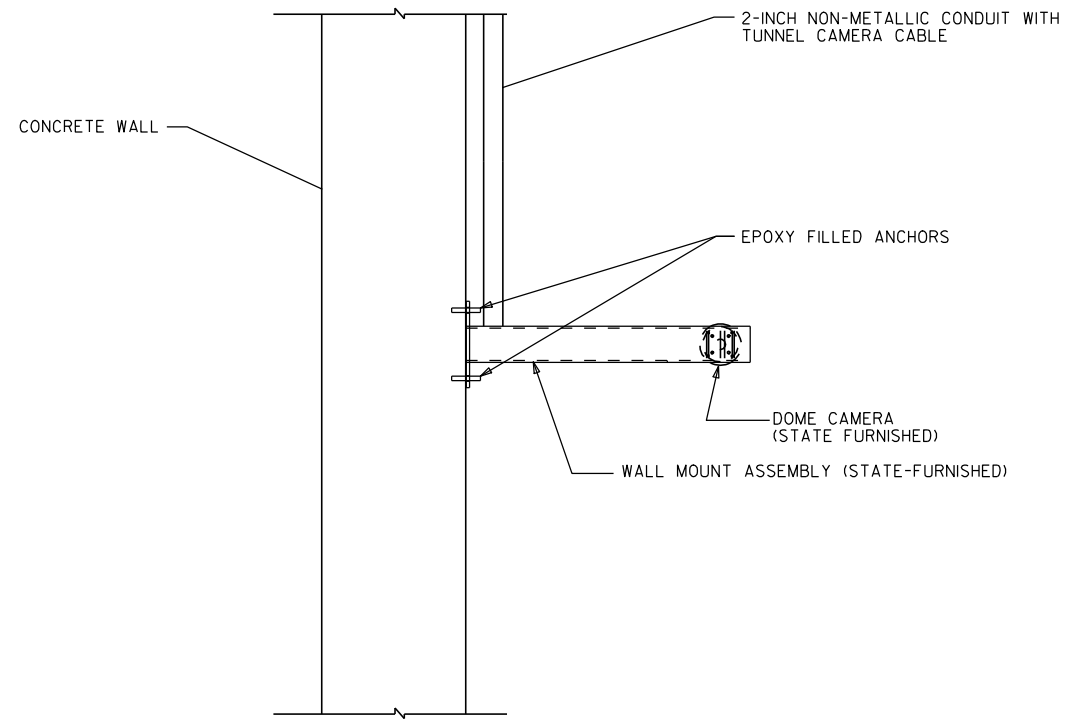
NOTES

- 1) TWO PLAQUES PER CABINET REQUIRED.
- 2) FASTEN ONE PLAQUE ON FRONT DOOR, UPPER HALF.
- 3) FASTEN ONE PLAQUE ON SIDE FACING LOCAL STREET. IF NO LOCAL STREET NEARBY, OR IF SUCH LOCATION COINCIDES WITH LOCATION OF PLAQUE IN NOTE 2, FASTEN PLAQUE ON REAR OF CABINET, UPPER HALF.
- 4) COUNTY NUMBER NOT REQUIRED ON RAMP METER CABINETS.



CONTROL CABINET IDENTIFICATION PLAQUE REQUIREMENTS AND PLACEMENTS  
(TYPICAL ALL CONTROL CABINETS)

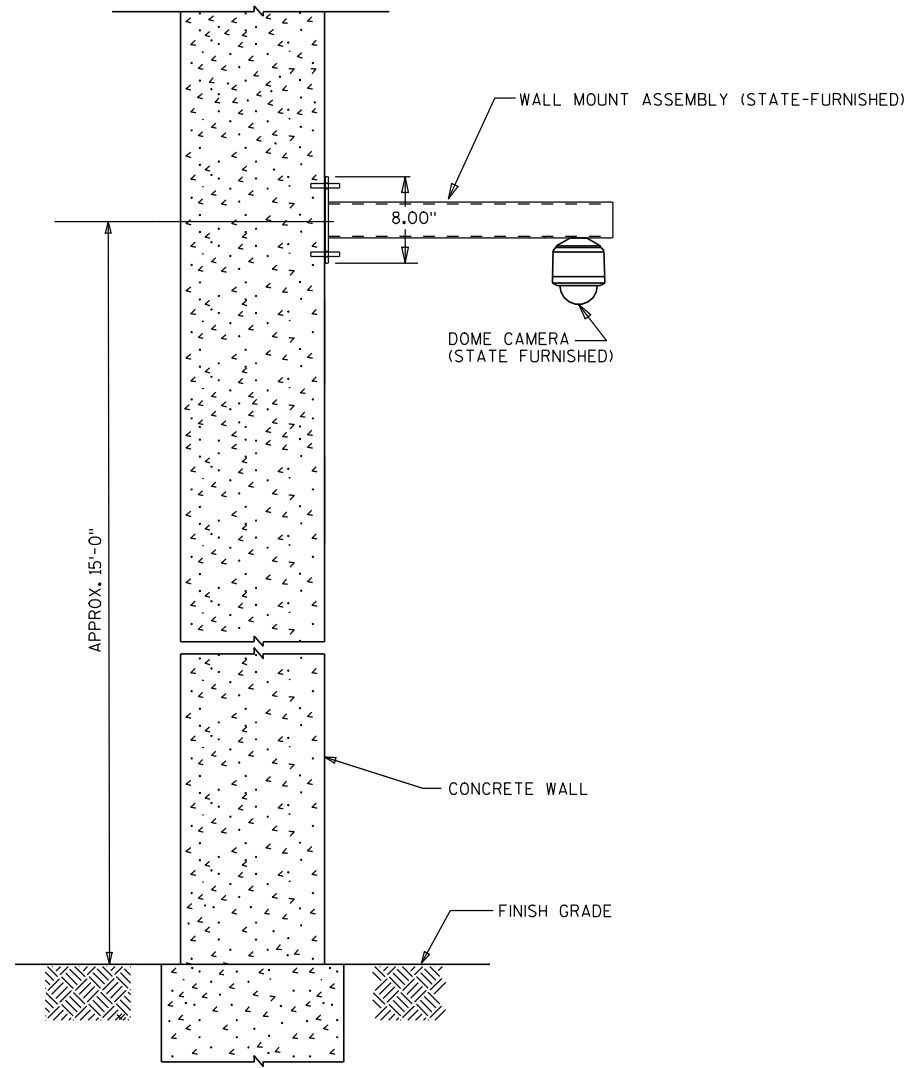




PLAN VIEW (WALL)

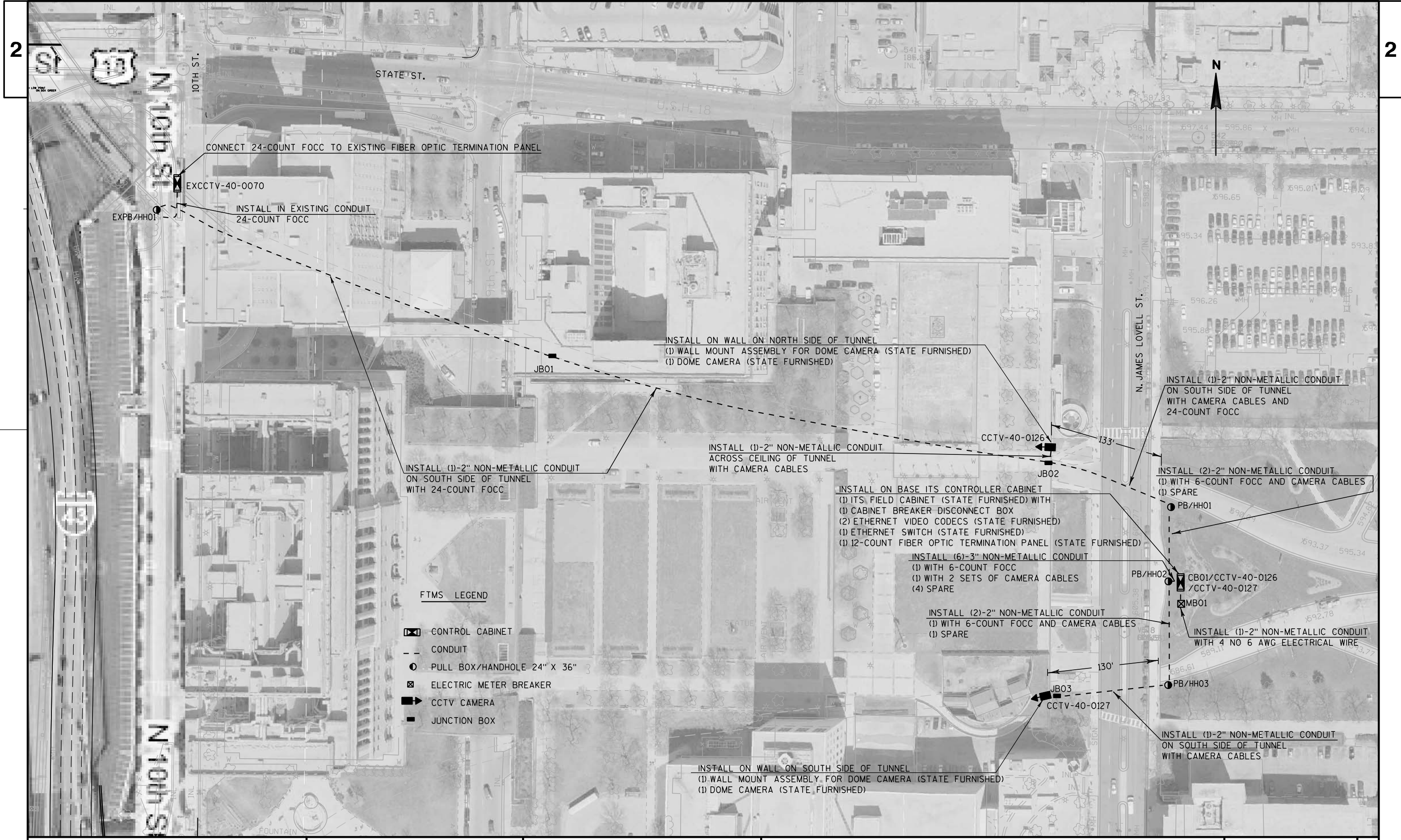
NOTES

- 1) ALL FASTENERS SHALL BE STAINLESS STEEL
- 2) BE RESPONSIBLE FOR CONFIRMING DIMENSIONS BETWEEN CAMERA AND FINISH GRADE PRIOR TO CONSTRUCTION.



KILBOURN AVE. TUNNEL WALL WITH DOME CAMERA





CONNECT 24-COUNT FOCC TO EXISTING FIBER OPTIC TERMINATION PANEL

EXCCTV-40-0070

INSTALL IN EXISTING CONDUIT  
24-COUNT FOCC

INSTALL ON WALL ON NORTH SIDE OF TUNNEL  
(1) WALL MOUNT ASSEMBLY FOR DOME CAMERA (STATE FURNISHED)  
(1) DOME CAMERA (STATE FURNISHED)

JB01

CCTV-40-0126

INSTALL (1)-2" NON-METALLIC CONDUIT  
ON SOUTH SIDE OF TUNNEL  
WITH CAMERA CABLES AND  
24-COUNT FOCC

INSTALL (1)-2" NON-METALLIC CONDUIT  
ON SOUTH SIDE OF TUNNEL  
WITH 24-COUNT FOCC

INSTALL (1)-2" NON-METALLIC CONDUIT  
ACROSS CEILING OF TUNNEL  
WITH CAMERA CABLES

INSTALL ON BASE ITS CONTROLLER CABINET  
(1) ITS FIELD CABINET (STATE FURNISHED) WITH  
(1) CABINET BREAKER-DISCONNECT BOX  
(2) ETHERNET VIDEO CODECS (STATE FURNISHED)  
(1) ETHERNET SWITCH (STATE FURNISHED)  
(1) 12-COUNT FIBER OPTIC TERMINATION PANEL (STATE FURNISHED)

INSTALL (2)-2" NON-METALLIC CONDUIT  
(1) WITH 6-COUNT FOCC AND CAMERA CABLES  
(1) SPARE

**FTMS LEGEND**

- ☒ CONTROL CABINET
- CONDUIT
- PULL BOX/HANDHOLE 24" X 36"
- ☒ ELECTRIC METER BREAKER
- ▶ CCTV CAMERA
- JUNCTION BOX

INSTALL (6)-3" NON-METALLIC CONDUIT  
(1) WITH 6-COUNT FOCC  
(1) WITH 2 SETS OF CAMERA CABLES  
(4) SPARE

PB/HH02    CB01/CCTV-40-0126  
                  /CCTV-40-0127

INSTALL (2)-2" NON-METALLIC CONDUIT  
(1) WITH 6-COUNT FOCC AND CAMERA CABLES  
(1) SPARE

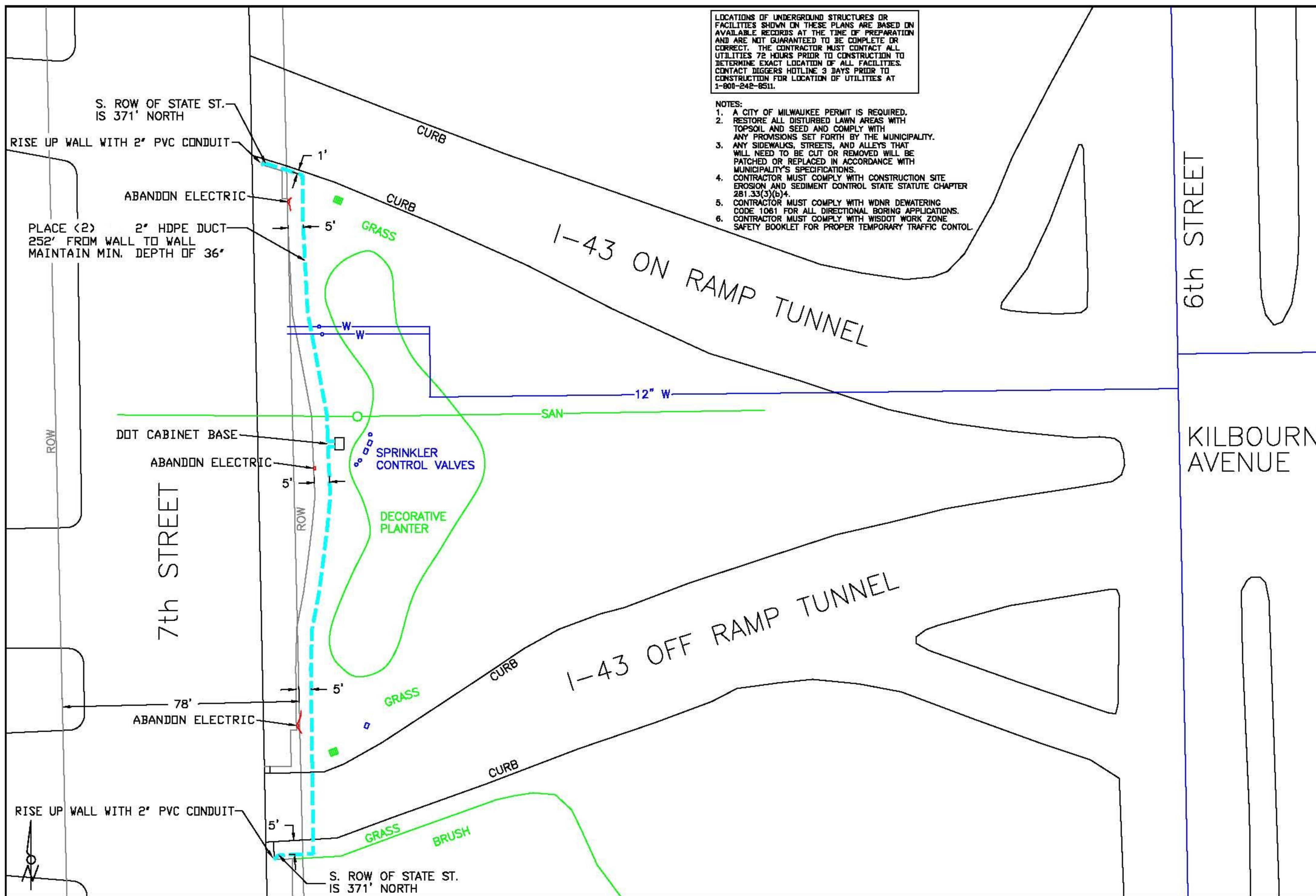
INSTALL (1)-2" NON-METALLIC CONDUIT  
WITH 4 NO 6 AWG ELECTRICAL WIRE

JB03    CCTV-40-0127

PB/HH03

INSTALL ON WALL ON SOUTH SIDE OF TUNNEL  
(1) WALL MOUNT ASSEMBLY FOR DOME CAMERA (STATE FURNISHED)  
(1) DOME CAMERA (STATE FURNISHED)

INSTALL (1)-2" NON-METALLIC CONDUIT  
ON SOUTH SIDE OF TUNNEL  
WITH CAMERA CABLES



LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR MUST CONTACT ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE EXACT LOCATION OF ALL FACILITIES. CONTACT DIGGERS HOTLINE 3 DAYS PRIOR TO CONSTRUCTION FOR LOCATION OF UTILITIES AT 1-800-242-8511.

- NOTES:
1. A CITY OF MILWAUKEE PERMIT IS REQUIRED.
  2. RESTORE ALL DISTURBED LAWN AREAS WITH TOPSOIL AND SEED AND COMPLY WITH ANY PROVISIONS SET FORTH BY THE MUNICIPALITY. ANY SIDEWALKS, STREETS, AND ALLEYS THAT WILL NEED TO BE CUT OR REMOVED WILL BE PATCHED OR REPLACED IN ACCORDANCE WITH MUNICIPALITY'S SPECIFICATIONS.
  3. CONTRACTOR MUST COMPLY WITH CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL STATE STATUTE CHAPTER 281.33(3)(b)4.
  4. CONTRACTOR MUST COMPLY WITH WDNR DEWATERING CODE 1081 FOR ALL DIRECTIONAL BORING APPLICATIONS.
  5. CONTRACTOR MUST COMPLY WITH WISDOT WORK ZONE SAFETY BOOKLET FOR PROPER TEMPORARY TRAFFIC CONTROL.

**SYMBOLS**

Station Mark	Innards / Tracer Wire
Splice	House / Building
Storage Loop	Existing Manhole
Proposed Manhole	Existing Manhole
Proposed Anc/On Guy	Power Pole
Band to Ground	Water Valve / Meter
Grounded	Tel Pole
Fiber Locals Marker Post	Gas Valve / Meter
Marked Cable Marker	Transmission Pole
New Aerial Fiber Cable	Hydrant
New Underground Fiber Cable	Sign
Township Line	Mulrow
City Limits	Street/Traffic Light
R/W Line	Tel Ped
River/Stream	TV Ped
L Road	Ed Ped/Transformer
RR Tracks	Deciduous Tree
Fence	Evergreen Tree
Oil Pipeline	Eds City
Gas Pipeline	Comm Line
Water Line	MISC Line
San. Sewer	Eds Aerial
Storm Drain	Fiber Cable
Eds UG	Eds UG
Telephone	Fiber Cable
Eds CATV	Eds UG
Eds Molecul	Power Line
B.I.P.	
C.I.P.	
	Black Iron Pipe
	Ductlined Iron Pipe

**MWFN CONTACT INFO**  
 OSP ENGINEER: RICHARD TROVOC  
 414-872-3812  
 EMERGENCY NOTIFICATION NUMBER: 1-866-831-1661

**DIGGERS HOTLINE**  
 CALL : (414) 259-1181  
 OR  
 TOLL FREE (800) 242-8511  
 www.diggershotline.com

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**CONSTRUCTION**

REVISIONS		
REV. NO.	DESCRIPTION	BY / DATE

CABLE FIBER COUNT: 48 st. FOC	CABLE DESCRIPTION
CABLE REEL NO.	
SPLICE TO SPLICE CABLE LENGTH:	
INNERDUCT & TYPE:	PIPE & INNERDUCT PLACEMENT
STEEL PIPE SIZE:	
PVC PIPE SIZE:	

DRAWN BY : HWY CBS	DATE : 11.24.10
CHECKED BY :	DATE :
APPROVED BY :	DATE :
APPROVED BY :	DATE :
HORIZONTAL SCALE (DWG & PROF) :	
VERTICAL SCALE (DWG) :	
VERTICAL SCALE (PROF) :	
MAP PROJECTION : 1280	

**FIBER BUILD DOT CAMS**

DRAWN BY : HWY CBS	DATE : 11.24.10
CHECKED BY :	DATE :
APPROVED BY :	DATE :
APPROVED BY :	DATE :
HORIZONTAL SCALE (DWG & PROF) :	
VERTICAL SCALE (DWG) :	
VERTICAL SCALE (PROF) :	
MAP PROJECTION : 1280	
DRAWING NUMBER :	01 OF 02

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County: MILWAUKEE    Municipality: CITY OF MILWAUKEE    Section: 29    Township: 7 N    Range: 22 E

**1. Intelligent Transportation Systems  
(ITS) Control of Materials.**

**Section 106.2 – Supply Source and Quality**

Is modified by the addition of the following:

A portion of equipment to be installed by the contractor will be furnished by the department. This state-furnished equipment includes the following:

<b>State-furnished Items</b>
Dome Camera
Fiber Optic Cable Outdoor Plant 6-CT
Camera Wall Mount Assembly
Fiber Optic Termination Panel 12-Count
Ethernet Video CODEC
ITS Field Cabinet
Ethernet Switch

Pick-up small state-furnished equipment, such as communications devices, cameras, and controllers from the department Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal State office hours.. Contact Don Schell at (414) 227-2148 to coordinate pick-up of equipment.

Large state-furnished equipment, such as camera poles will be delivered by the supplier to a contractor controlled site within Racine or Kenosha County. Delivery will not necessarily be in a “just in time” manner. Store the equipment until field installation. Provide location details and a contact for delivery coordination upon contract Notice to Proceed.

**2. Intelligent Transportation System -  
General.**

**A Description**

The work herein is included in the contract items for furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

- The project includes working on cables and equipment that are carrying data between roadside equipment and the WisDOT Traffic Operations Center (TOC). This work must be done in a way that minimizes communication outages for the existing equipment.

- Some of the equipment to be installed will be furnished by the department. Make a reasonable effort to discover defects in that equipment prior to installing it.

### **A.1 Surge Protection**

Equip every ungrounded conductor wire entering or leaving any equipment cabinet or camera housing with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

## **B Materials**

### **B.1 General**

All equipment and component parts furnished shall be new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans, these Technical Special Provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

### **B.2 Outdoor Equipment**

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

### **B.3 Custom Equipment**

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16" thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

#### **B.4 Environmental Conditions**

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

- **Vibration and Shock:** Camera assemblies, vehicle detectors, detection classification sensors, and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- **Duty Cycle: Continuous.**
- **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
- **Electrical Power:**
  1. Operating power: The equipment shall operate on 120 volts, 60 Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies + 3 Hz.
  2. High frequency interference: The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and ten microseconds duration.
  3. Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service

transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

- **Temperature and Humidity:**

1. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
2. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

### **B.5 Patch Cables and Wiring**

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

### **B.6 Surge Protection**

**Low-voltage signal pairs** shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

- The protectors shall suppress a peak surge current of up to 10K amps.
- The protectors shall have a response time less than one nanosecond.
- The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
- The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- There shall be no more than two pairs per protector.
- It shall be possible to replace the protector without using tools.

**Loop detector cables and cables carrying power to camera assemblies** shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

**Coaxial cables** carrying video signals shall be protected at each end by suppressors designed for baseband CCTV signals. The suppressors shall conform to the following:

- Surge: 18,000 amps with an 8 x 20 microsecond waveform
- Turn-on time: 4ns for 2 kV/ns
- VSWR: 1.1:1 or less

- Insertion loss: 0.3 dB or less
- Frequency range: DC to 30 MHz
- BNC connectors
- Operating voltage: 1.5 volts
- Impedance: 75 ohms

## **C Construction**

### **C.1 Communication Vaults**

All openings in communication vaults must be cored or blocked out at time of fabrication, or cored at time of placement. Where multi-cell or standard nonmetallic conduit is terminated at manholes, the coring or boxout shall be no larger than 6 inches in diameter or 6 inches square respectively for each conduit. Where multi-cell, directional bore or nonmetallic conduit special is terminated at manholes, a boxout of no more than 14 inches by 6 inches high by 3 inches deep positioned at 90 degrees will be allowed.

### **C.2 Thread Protection**

Rust, corrosion, and anti-seize protection shall be provided at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

### **C.3 Cable Installation**

When new cables are to be installed into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

When cables are installed in conduit before the proper installation of bushings or bell ends on the conduit or without the use of cable lubricant, the cables will be paid at 50 percent of the contract unit price if testing shows no damage to the cables. Replace all cables which testing shows to be damaged at no cost to the department.

### **C.4 Wiring**

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Approved splice kits shall be used instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. The labeling method(s) must be approved by the engineer prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Traffic Operations Center or in communication hubs, that are not contained within a single cabinet, shall have at least 10 feet of slack.

#### **C.5 System Operations**

If the contractor's operations interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

#### **C.6 Surge Protection**

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. All wiring between the surge protectors and the point of entry shall be free from sharp bends.

#### **D Measurement**

No separate measurement will be made for the work described in this article.

#### **E Payment**

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.

### **3. Intelligent Transportation Systems - Conduit.**

**Add the following to subsection 671.2:  
671.2.5 Locate Wire**



Furnish and install a No. 14 AWG stranded copper wire for future locate purposes through each conduit run. Connect the locate wire by the use of a wire nut at each pull box, manhole, or other access point. Alternatively, use a single wire through the access points. All material furnished under this item shall meet the requirements of section 655 of the standard specifications.

**4. Install Conduit Into Existing Item,  
Item SPV.0060.205.**

**A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, or other structure.

**B Materials**

Conduit, as provided and paid for under other items in this contract. Backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

**C Construction**

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate sized hole for the entering conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit.

Fill any void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure.

Carefully tamp backfill into place.

**D Measurement**

The department will measure Installing Conduit Into Existing Item by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units.

**E Payment**

The department will pay for the measured quantity at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	Install Conduit Into Existing Item	Each

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding and backfilling, including

any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; for making inspections; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work

**5. Ground Rod, Item SPV.0060.206.**

**A Description**

This special provision describes installing a ground rod and ground wire.

**B Materials**

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is eight feet. Ground wire shall be AWG # 6 bare, solid copper.

**C Construction**

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least six feet from all other ground rods.

**D Measurement**

The department will measure Ground Rod by the unit, acceptably installed.

**E Payment**

The department will pay for the measured quantity at the contract unit price each under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.206	Ground Rod	Each

Payment is full compensation for installation of the ground rod and ground wire; welding and connections at both ends of the ground wire; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

**6. 2-Circuit Electrical Service Meter Breaker Pedestal, Item SPV.0060.207.**

**A Description**

This special provision describes furnishing and installing a 2-circuit electrical service meter breaker pedestal and all associated construction and restoration.

**B Materials**

Provide an approved meter breaker pedestal, conduit fittings, and two 50 amp circuit breakers (22,000 AIC or larger as required by power companies), and connections and all necessary conductors and equipment required by the State of Wisconsin Electrical Code and the utility for a service connection.

The meter breaker pedestal must be approved by both the department and the power utility, WE Energies.

Topsoil, seed, fertilizer, and mulch conforming to the requirements of sections 625, 627, 629, and 630 of the standard specifications.

Metallic conduit conforming to the requirements of section 652 of the standard specifications.

### **C Construction**

Coordinate a 100 amp, 120/240 volt, single phase, three wire underground electrical service lateral to be furnished and installed by the local utility at the meter located in a meter breaker pedestal mounted as shown in the plans, or as required by the local power company and approved by the engineer. Notify the engineer when the cabinet assembly is ready for connection to the power mains. The department will pay power company installation and energy costs.

Install the electrical service in accordance to power company requirements and in accordance to the department's "The Policy For The Accommodation of Utilities Within Highway Right-of-way". Furnish the power company with a wiring affidavit, certifying that the service has been installed in accordance to the State of Wisconsin Electrical Code.

Fill and grade the service trench and replace topsoil that may have become lost or contaminated with other materials. Fertilize, mulch, and seed all areas within the highway right-of-way that have been disturbed by the power company and by the installation of the meter breaker pedestal.

Use a bare, solid AWG # 6 copper wire to connect the meter socket to one or more ground rods. Use a device that measures resistance to ground using the three-point fall -of-potential method to ensure that the resistance from the meter socket to earth ground does not exceed 2 ohms. Add more ground rods if necessary to achieve this requirement. If the meter is within ten feet of the cabinet it is supplying, then the same ground rods can serve both the meter breaker pedestal and the cabinet. Otherwise, the ground rods for the meter breaker pedestal shall be separate from the ground rod(s) for the equipment cabinet.

### **D Measurement**

The department will measure 2 Circuit Electrical Service Meter Breaker Pedestal by the unit acceptably installed.

### **E Payment**

The department will pay for the measured quantity at the contract unit price under the following item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.207	2-Circuit Electrical Service Meter Breaker Pedestal	Each

Payment is full compensation for furnishing and installing the breaker pedestal, circuit breakers, riser conduit and fittings, wiring, and connections; for notifying and coordinating with the power company; for furnishing and placing topsoil, fertilizer, seed, and mulch; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

**7. Install Ethernet Video CODEC,  
SPV.0060.208.**

**A Description**

This special provision describes installing a state-furnished Ethernet video CODEC.

**B Materials**

Ethernet video CODECs will be furnished by the department.

Provide all necessary cables between the video CODEC and Ethernet switch, or other device.

**C Construction**

Install the Ethernet video CODEC in a new or existing field cabinet. Connect it to devices as shown on the plans, or as directed by the engineer.

**D Measurement**

The department will measure Install Ethernet Video CODEC by the unit, installed in accordance with the contract, tested and accepted.

**E Payment**

The department will pay for the measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.208	Install Ethernet Video CODEC	Each

Payment is full compensation for installation of the Ethernet Video CODEC and connections; for testing; and for furnishing all labor, tools, equipment, transportation, and incidentals necessary to complete the work.

**8. Install ITS Field Cabinet, Item  
SPV.0060.209.**

**A Description**

This special provision describes installing a state-furnished ITS field cabinet.

**B Materials**

Field cabinets furnished by the department will be a McCain Model 334 controller cabinets.

Provide all necessary miscellaneous mounting hardware and internal power cables. Bolts to anchor the cabinet to the concrete base will be state-furnished with the field cabinet.

**C Construction**

Install the field cabinet on a new concrete base. Make all power connections to the cabinet, isolating the neutral bus from the cabinet and equipment ground.

Effectively ground all cable grounding shields and any spare or unused conductors in the field cabinet to the equipment grounding terminal strip.

**D Measurement**

The department will measure Install ITS Field Cabinet by the unit, acceptably installed.

**E Payment**

The department will pay for the measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	Unit
SPV.0060.209	Install ITS Field Cabinet	Each

Payment is full compensation for installation of the field cabinet; and for furnishing all labor, tools, equipment, transportation, and incidentals necessary to complete the work.

**9. Install Ethernet Switch, Item  
SPV.0060.210.**

**A Description**

This special provision describes installing a state-furnished Ethernet switch, and providing all necessary associated wiring.

**B Materials**

Ethernet switches will be furnished by the department.

Provide all necessary cables between the Ethernet switch and terminal server or other device.

**C Construction**

Install the Ethernet switch in a new or existing field cabinet. Connect it to devices as shown on the plans, or as directed by the engineer.

**D Measurement**

The department will measure Install Ethernet Switch by the unit, installed in accordance with the contract, tested, and accepted.

**E Payment**

The department will pay for the measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
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SPV.0060.210

Install Ethernet Switch

Each

Payment is full compensation for installation of the Ethernet switch; furnishing all necessary incidental hardware; making all necessary connections; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.





Legislation Details (With Text)

**File #:** 101183      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relative to the 2011 Capital Improvements Program to provide funds for the maintenance of the underground conduit manholes at various locations.

**Sponsors:** THE CHAIR

**Indexes:** CAPITAL IMPROVEMENTS, SEWER IMPROVEMENTS, SEWERS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101183  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR

Title  
Resolution relative to the 2011 Capital Improvements Program to provide funds for the maintenance of the underground conduit manholes at various locations.

Analysis  
This resolution provides funds for the repair and/or the replacement of underground conduit manholes at various locations due to the age and condition of the manholes, and it authorizes the transfer of the remaining 2010 funds for the general purposes indicated.

Body  
Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is hereby authorized and directed to repair and/or replace underground conduit manholes at various locations; and, be it

Further Resolved, That the Comptroller's office is authorized and directed to transfer \$200,000 from the Underground Conduit Manhole Reconstruction budget, Account Number ST285110000 to the general purpose sub-account indicated below:

Manhole Maintenance  
Account Number: ST285110100

Total 2011 Funds Authorized: \$200,000  
Requestor  
Department of Public Works  
Drafter  
Infrastructure Services Division



MGL: ns  
January 12, 2011  
Underground Conduit Manhole Reconstruction





Legislation Details (With Text)

**File #:** 101192      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee utility relocation and construction costs totaling \$110,725.81, City share is \$50,743.97 and the Grantor's share is \$59,981.84

**Sponsors:** THE CHAIR

**Indexes:** BRIDGES, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101192  
Version  
ORIGINAL  
Reference  
Sponsor  
THE CHAIR  
Title

Resolution authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee utility relocation and construction costs totaling \$110,725.81, City share is \$50,743.97 and the Grantor's share is \$59,981.84

Analysis

This resolution authorizes the City Comptroller to transfer funds to the previously established subaccounts for the remaining Wisconsin Department of Transportation and City of Milwaukee utility relocation and construction costs totaling \$110,725.81. The City of Milwaukee's share is \$50,743.97 and the Grantor share is \$59,981.84

Body

Whereas, The Common Council has previously adopted resolutions authorizing the City Comptroller to transfer funds to various State and/or Federal Aid project subaccounts for preliminary engineering and construction; and

Whereas, Additional funds are, therefore, necessary for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and construction costs for the projects; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the City Comptroller is hereby authorized and directed to transfer funds to the project grant chartfields as follows:

Project Grant Value

State I.D. 2697-05-40  
ST320051840  
North Wasaukee Road (North 124<sup>th</sup> Street)  
West County Line Road to West Mequon Road

Grantor Share Reimbursable Paving  
SP032100100  
Fund 0306  
\$15,000

Estimated total: \$15,000

Previously authorized for utility relocation: \$25,000  
Current estimated cost of total project including this resolution: \$2,772,000  
Original estimated cost of total project: unknown - City of Mequon lead agent

State I.D. 2265-01-77  
ST320060410  
South Layton Boulevard  
Intersection with West National Avenue

City Share Non-Assessable Paving  
ST320100000  
Fund 0333  
\$20,725.81

Estimated total: \$20,725.81

Previously authorized for construction: \$267,814.45  
Current estimated cost of total project including this resolution: \$347,360.32  
Original estimated cost of total project (Resolution No. 051255): \$132,998.00

Project Grant Value

State I.D. 2110-04-00  
East Lincoln Avenue Viaduct  
Over the Union Pacific Railroad

BR32000401  
Grantor Reimbursable Fund Structure  
SP032110100  
Fund 0306  
\$19,981.84

City Share Non-Assessable Fund Structure  
BR300110000  
Fund 0303  
\$30,018.16

ST32002101  
City Share Non-Assessable Fund Paving  
ST320110000  
Fund 0333  
\$25,000.00

Estimated Total: \$75,000

Previously authorized for bridge project: \$392,000  
Current estimated cost of total project including this resolution: \$6,242,000  
Original estimated cost of total project (Res. Nos. 991756): \$6,167,000

Summary of projects in this resolution:  
City of Milwaukee Share Non-Assessable Paving (0333): \$ \$20,725.81

City of Milwaukee Share Non-Assessable Fund Structure: \$30,018.16

Grantor Reimbursable Paving (0306): \$40,000

Grantor Reimbursable Fund Structure: \$ 19,981.84

Resolution total: \$110,725.81

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MK:amh

January , 2011

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

The Comptroller's Office has reviewed Common Council Resolution File No. 101192 for short fall for various State and Federal Aid projects utility relocation and construction projects (see below) (Grantor Share \$59,981.84; City Share \$50,743.97) 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:

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

Signature: C. Wisniewski

Date: 1/12/11

2697-05-40 ST320051840 Grantor Share \$15,000  
 2265-01-77 ST320060410 City Share \$20,725.81  
 2110-04-00 BR3200401 and ST32002101 Grantor Share \$19,981.84 and City Share \$55,018.16





Legislation Details (With Text)

**File #:** 101211      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the installation of a new traffic control signal at the intersection of West Bradley Road and North Granville Road in the 9th Aldermanic District.

**Sponsors:** ALD. PUENTE

**Indexes:** TRAFFIC CONTROL SIGNALS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101211  
Version  
ORIGINAL  
Reference

Sponsor  
ALD. PUENTE  
Title

Resolution authorizing the installation of a new traffic control signal at the intersection of West Bradley Road and North Granville Road in the 9<sup>th</sup> Aldermanic District.

Analysis  
This resolution authorizes the Commissioner of Public Works to install a new traffic control signal at the intersection of West Bradley Road and North Granville Road with funding from the Department of Public Works capital fund at an estimated cost of \$90,000.

Body  
Whereas, The traffic volumes at the intersection of West Bradley Road and North Granville Road exceed federal warrants in the Manual on Uniform Traffic Control Devices (MUTCD) for the installation of a traffic control signal; and

Whereas, The installation of a traffic control signal at the intersection of West Bradley Road and North Granville Road will provide for a better exchange of right-of-way over the existing all-way stop control resulting in a reduction in traffic congestion; and

Whereas, The estimated cost of the installation of a traffic control signal is \$90,000, and is included in the Department of Public Works traffic signal capital fund approved under Common Council File Number 100966; and

Whereas, The installation of a traffic control signal at West Bradley Road and North Granville Road is



scheduled for summer 2011; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is authorized to install a new traffic control signal at the intersection of West Bradley Road and North Granville Road with funding from the Department of Public Works capital fund.

Requestor  
Department of Public works  
Drafter  
Infrastructure Services Division  
RWB: ns  
January 14, 2011





Legislation Details (With Text)

**File #:** 100457      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 9/1/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution granting a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Cover Letter, Petition, Photos, Map, Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
8/11/2010	0	COMMON COUNCIL	ASSIGNED TO		
9/2/2010	0	CITY CLERK	REFERRED TO		
1/24/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
100457  
Version  
SUBSTITUTE 1

Reference

Sponsor  
THE CHAIR

Title  
Substitute resolution granting a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street, in the 4<sup>th</sup> Aldermanic District.

Analysis  
This resolution grants a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street.

Body  
Whereas, The applicant is requesting permission to construct and maintain a covered walk in the public right-of-way; and

Whereas, A site visit revealed the presence of two decorative buoys in the public right-of-way; and

Whereas, Said covered walk and decorative buoys may only legally encroach into the public right-of-way by 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 Bartels Limited Partnership, 826 North Plankinton Avenue, Suite 600, Milwaukee, Wisconsin 53203, is hereby granted the following special privilege:

1. To construct and maintain a 9-foot 5-inch wide covered walk projecting 11 feet into the north, variable width sidewalk area of West Wells Street. Said covered walk is centered approximately 120 feet east of the eastline of North Plankinton Avenue.

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 walk. 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.

The grantee is required to keep a "Loading Zone" or "No Parking" status adjacent to the covered walk as long as the covered walk occupies the public right-of-way.

2. To install and maintain two, 4-foot tall decorative buoys in the north variable width sidewalk area of West Wells Street. Said 2-foot diameter decorative buoys are centered 115 and 126 feet east of the eastline of North Plankinton Avenue and 11 feet south of the northline of West Wells Street.

Said above-mentioned items shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

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 acceptance of this special privilege the grantee, Bartels Limited Partnership, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$105.00. 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 1<sup>st</sup> 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 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

December 17, 2010

100457

December 17, 2010

To the Public Works Committee

Subject: Common Council Resolution File Number 100457

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100457, being a resolution to grant a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street.

Bartels Limited Partnership is requesting permission to construct and maintain a covered walk projecting 11 feet into the north, variable width sidewalk area of West Wells Street. Said 9-foot 5-inch wide covered walk is centered approximately 120 feet east of the eastline of North Plankinton Avenue and is supported by two metal legs located near the street. A site visit revealed the presence of two decorative buoys one located adjacent to each of the support legs of the covered walk.

We are not aware that the presence of said items 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 Robert Bauman



# PETITION FOR A SPECIAL PRIVILEGE ccl-246 5/10

- New application \$250 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ \$125 Fee
- Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)
- Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, (414) 286-2454.
- The petition shall include a set of pictures and site plans (detail drawings) relevant to the petition.
- Fee must be submitted with new applications and amendments to add items to the special privilege. Checks should be made payable to the City of Milwaukee.

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

The Licensee Bartels Ltd. Partnership  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 108 W. Wells  
(Street Address and Zip Code)

in the 4th 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:

Description of Special Privilege: Covered walk

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, 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): Bartels Ltd. Partnership  
(Individual, Partner, or Agent if Corporation or LLC as shown above)

Signature: J. Michael Bartel  
(Individual, Partner, or Agent if Corporation or LLC)

Corporation or LLC Name: Bartels Ltd. Partnership  
(If applicable, as shown above)

Mailing Address (If different than property address above): 826 N. Plankinton Ave.  
Suite 600  
City: milwaukee State: WI Zip: 53203  
Telephone: 414 273-1775 E-Mail: jmb750@aol.com

Architect/Engineer/Contractor (If Applicable)

Name: Napoleo Awning Co  
Address: 1120 W. Lincoln Ave  
City: Milwaukee State: WI Zip: 53215  
Telephone: 414-645-2862 E-Mail: wedownings@sbs GLOBAL.  
NET





CCF 100457

108 West Wells Street

12-10-2010

Looking west towards Plankinton Avenue at north sidewalk area of West Wells Street.



CCF 100457

108 West Wells Street

12-10-2010

Close up view of a decorative buoy.

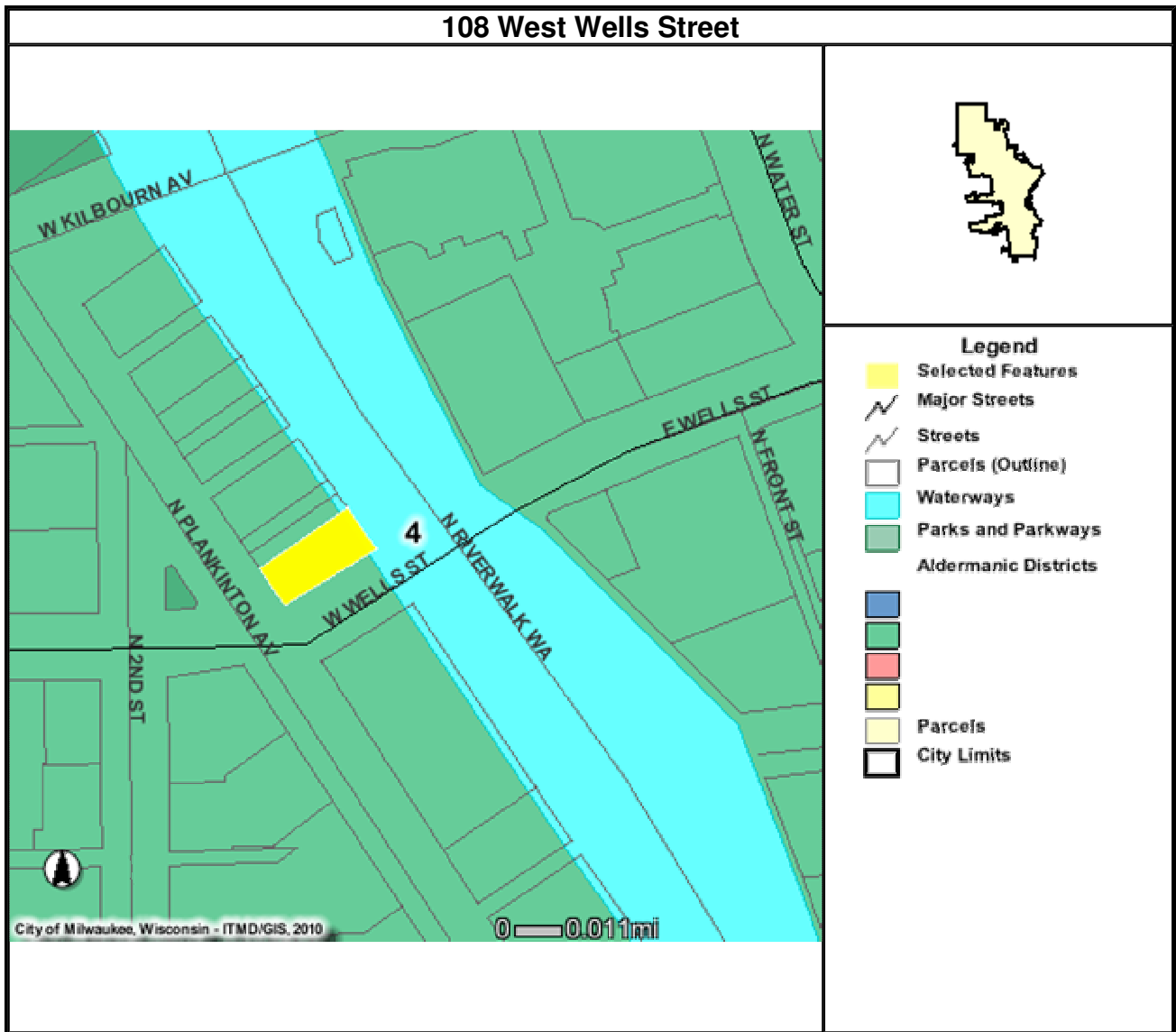


CCF 100457

108 West Wells Street

12-10-2010

Looking north across Wells Street at covered walk and decorative buoys.





# City of Milwaukee Fiscal Impact Statement

## A

**Date** December 17, 2010 **File Number** 100457

**Subject** Substitute resolution granting a special privilege to Bartels Limited Partnership for a covered walk and two decorative buoys in the public right-of-way for the premises at 108 West Wells Street.

## B

**Submitted By (Name/Title/Dept./Ext.)** Jeffrey S. Polenske, P.E., City Engineer, DPW, ext 2400

## C

- This File**
- Increases or decreases previously authorized expenditures.
  - Suspends expenditure authority.
  - Increases or decreases city services.
  - Authorizes a department to administer a program affecting the city's fiscal liability.
  - Increases or decreases revenue.
  - Requests an amendment to the salary or positions ordinance.
  - Authorizes borrowing and related debt service.
  - Authorizes contingent borrowing (authority only).
  - Authorizes the expenditure of funds not authorized in adopted City Budget.

## D

**This Note**  Was requested by committee chair.

## E

- Charge To**
- Department Account
  - Capital Projects Fund
  - Debt Service
  - Other (Specify) \_\_\_\_\_
  - Contingent Fund
  - Special Purpose Accounts
  - Grant & Aid Accounts

## F

**Assumptions used in arriving at fiscal estimate.**

Special Privilege Committee Fee Schedule

**G**

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages	Annual billing/initial inspection	\$2.77/4.04	
Supplies/Materials			
Equipment			
Services			
Other		\$2.77/4.04	\$105.00
			0
<b>TOTALS</b>			\$105.00

**H**

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.

- 1-3 Years     3-5 Years    Annual Fee (Income) \$105.00  
\_\_\_\_\_
- 1-3 Years     3-5 Years    Annual Cost Billing - \$2.77/4.04  
\_\_\_\_\_
- 1-3 Years     3-5 Years    \_\_\_\_\_

**I**

List any costs not included in Sections E and F above.

Annual billing/initial inspection

**J**

Additional information.





Legislation Details (With Text)

**File #:** 100703      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 10/12/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution granting a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Cover Letter, Petition, Drawing, Photos, Map, Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/12/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/17/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
1/24/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
100703  
Version  
SUBSTITUTE 1  
Reference  
Sponsor  
THE CHAIR  
Title

Substitute resolution granting a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue, in the 3<sup>rd</sup> Aldermanic District.

Analysis

This resolution grants a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue.

Body

Whereas, The applicant is requesting permission to construct and maintain three storm enclosures in the public right-of-way to provide shelter for patrons to smoke outside of the premises; and

Whereas, A site visit revealed the presence of four cigarette butt disposal bins in the public right-of-way; and

Whereas, Said items may only legally encroach into the public right-of-way by 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 Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub, c/o Andrea Shafton, 158 East Juneau Avenue, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:



1. To construct and maintain three storm enclosures projecting 3 feet 4 inches beyond the building face into the variable width north sidewalk area of East Juneau Avenue. The east storm enclosure commences at a point approximately 2 feet west of the westline of North Water Street and extends 6 feet to the west. The middle storm enclosure commences at a point approximately 17 feet west of the westline of North Water Street, extends west 17 feet and is divided in half by a fabric wall. The west storm enclosure commences at a point approximately 42 feet west of the westline of North Water Street and extends 11 feet to the west. Each storm enclosure is lighted and has a heat lamp within its confines.

The storm enclosure frames 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 coverings shall be of approved material. All fixtures and materials for illumination of the storm enclosure 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 storm enclosures. 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.

2. To install and maintain four cigarette disposal bins in the north, variable width sidewalk area of East Juneau Avenue. Said bins are located within each of the enclosure areas. Said bins are 18 inches in diameter and 3 feet tall.

Said above-mentioned items shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

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 acceptance of this special privilege the grantee, Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$285.00. 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 1<sup>st</sup> 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 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  
December 16, 2010  
100703

December 16, 2010

To the Public Works Committee

Subject: Common Council Resolution File Number 100703

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100703, being a resolution to grant a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue.

Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub is requesting permission to construct and maintain three storm enclosures in north, variable width sidewalk area of East Juneau Avenue in order to provide shelter for patrons to smoke outside of the premises. A site visit revealed the presence of four cigarette disposal bins located within the aforementioned storm enclosures. It should be noted that there is more than the required five feet available for pedestrian traffic adjacent to the storm enclosures.

We are not aware that the presence of said items 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



# PETITION FOR A SPECIAL PRIVILEGE ccl-246 5/10

- New application \$250 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ \$125 Fee
- Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)
- Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, (414) 286-2454.
- The petition shall include a set of pictures and site plans (detail drawings) relevant to the petition.
- Fee must be submitted with new applications and amendments to add items to the special privilege. Checks should be made payable to the City of Milwaukee.

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

The Licensee Ken Elliot's Inc  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 158 E. Juneau  
(Street Address and Zip Code)

in the 4th 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:

Description of Special Privilege: Covered walk

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, 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): Andrea Shafton  
(Individual, Partner, or Agent if Corporation or LLC as shown above)

Signature: Andrea Shafton Andrea Shafton  
(Individual, Partner, or Agent if Corporation or LLC)

Corporation or LLC Name: Ken Elliot's, Inc dba Dukes on Water & Scooters Pub  
(If applicable, as shown above)

Mailing Address (If different than property address above): 158 E. Juneau Ave

City: Milwaukee State: WI Zip: 53202

Telephone: 414-274-7201 E-Mail: \_\_\_\_\_

Architect/Engineer/Contractor (If Applicable)

Name: Naegle Annin

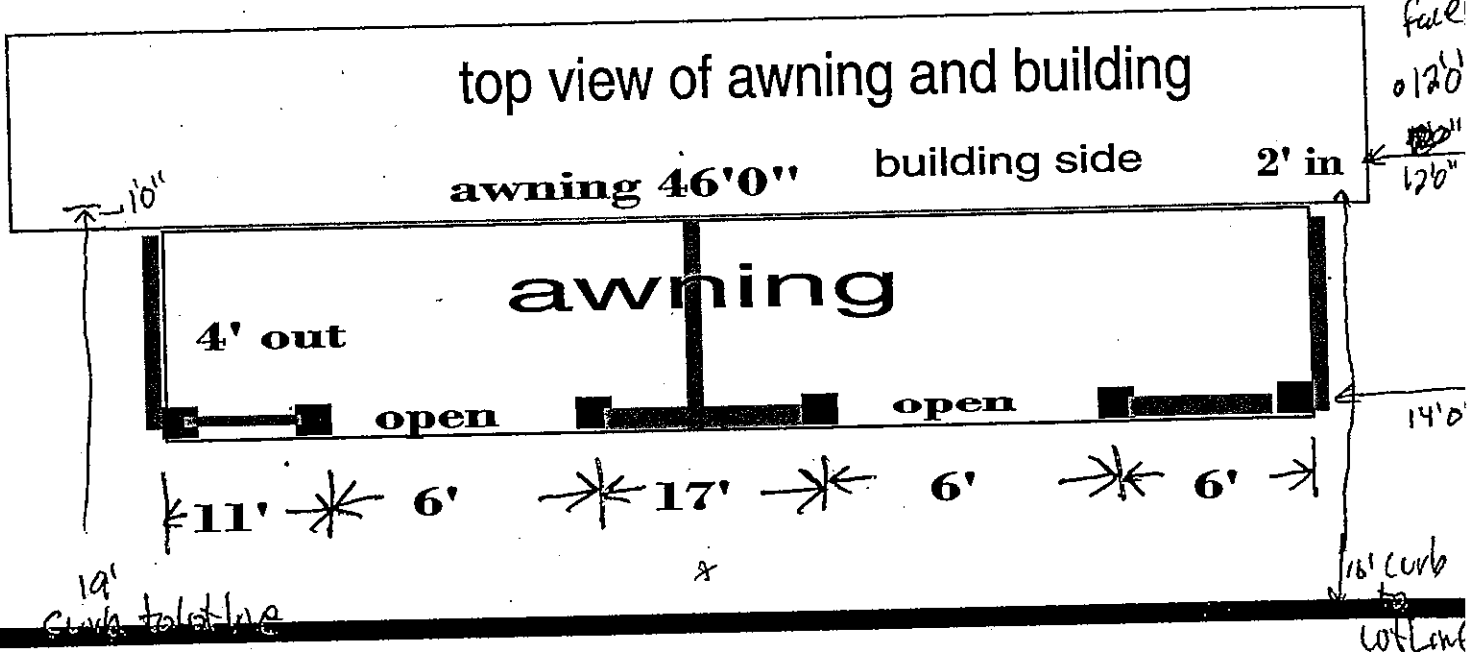
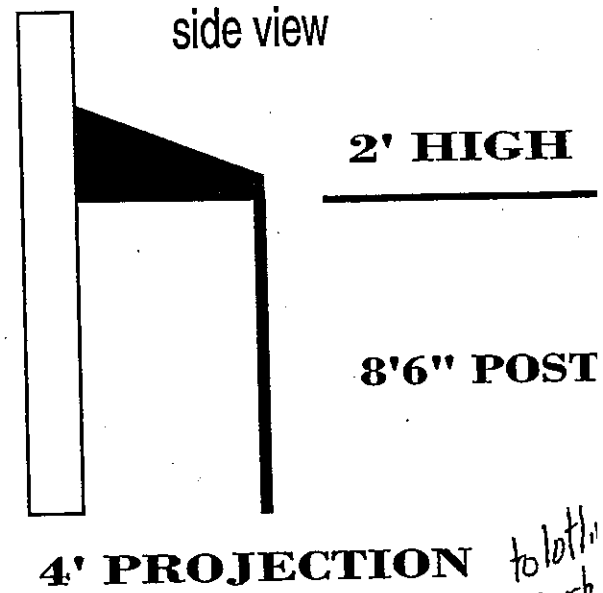
Address: 1120 W. Lincoln Ave.

City: Milwaukee State: WI Zip: 53215

Telephone: 414-645-2962 E-Mail: wedocaww@sbccglobal.net

Naegele Awning Co., 1120 W. Lincoln Ave, Milwaukee, WI 53215  
 ph 414.645.2862, fax 414.645.2863 158 e. juneau, milw., scooters

**NEW BLACK CANVAS AWNING OVER FRONT FACADE**



**JUNEAU AVE**

**WAT ST**

red is removable roll up walls for winter  
 black squares are post into sidewalk on plate 4" sq





CCF 100703

1207 North Water Street

12-10-10

Looking north across E Juneau Ave at subject premises.



CCF 100703

1207 North Water Street

12-10-10

Looking east towards Water Street at north sidewalk area of E Juneau Ave.





CCF 100703

1207 North Water Street

12-10-10

Looking northeasterly at storm enclosures in north sidewalk area of E Juneau Ave.

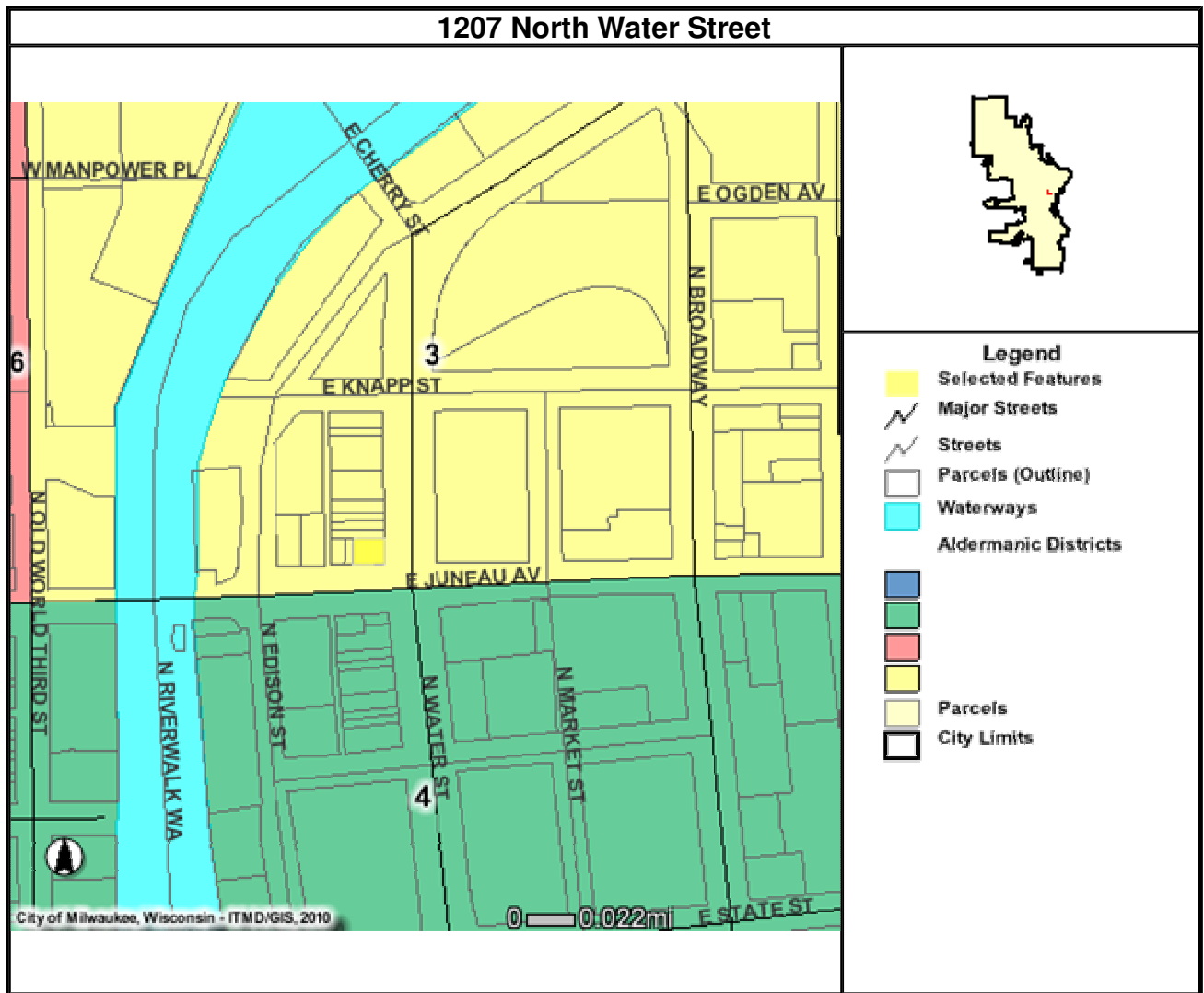


CCF 100703

1207 North Water Street

12-10-10

Close up of a cigarette butt disposal bin.





# City of Milwaukee Fiscal Impact Statement

## A

**Date** December 17, 2010 **File Number** 100703

**Subject** Substitute resolution granting a special privilege to Ken Elliot's Inc d/b/a Dukes on Water and Scooters Pub for storm enclosures and cigarette butt disposal bins in the public right-of-way for the premises at 1207 North Water Street, also known as 158 East Juneau Avenue.

## B

**Submitted By (Name/Title/Dept./Ext.)** Jeffrey S. Polenske, P.E., City Engineer, DPW, ext 2400

## C

- This File**
- Increases or decreases previously authorized expenditures.
  - Suspends expenditure authority.
  - Increases or decreases city services.
  - Authorizes a department to administer a program affecting the city's fiscal liability.
  - Increases or decreases revenue.
  - Requests an amendment to the salary or positions ordinance.
  - Authorizes borrowing and related debt service.
  - Authorizes contingent borrowing (authority only).
  - Authorizes the expenditure of funds not authorized in adopted City Budget.

## D

- This Note**  Was requested by committee chair.

## E

- Charge To**
- Department Account
  - Capital Projects Fund
  - Debt Service
  - Other (Specify) \_\_\_\_\_
  - Contingent Fund
  - Special Purpose Accounts
  - Grant & Aid Accounts

**F****Assumptions used in arriving at fiscal estimate.**

Special Privilege Committee Fee Schedule

**G**

Purpose	Specify Type/Use	Expenditure	Revenue
<b>Salaries/Wages</b>	Annual billing/initial inspection	\$2.77/4.04	
<b>Supplies/Materials</b>			
<b>Equipment</b>			
<b>Services</b>			
<b>Other</b>		\$2.77/4.04	\$285.00
			0
<b>TOTALS</b>			\$285.00

**H**

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.

- 1-3 Years     3-5 Years    Annual Fee (Income) \$285.00  
 1-3 Years     3-5 Years    Annual Cost Billing - \$2.77/4.04  
 1-3 Years     3-5 Years    \_\_\_\_\_

**I**

List any costs not included in Sections E and F above.

Annual billing/initial inspection

**J**

Additional information.





Legislation Details (With Text)

**File #:** 100704      **Version:** 1

**Type:** Resolution      **Status:** In Committee

**File created:** 10/12/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution amending a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Cover Letter, Petition, Photo, Map, Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/12/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/17/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
1/24/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
100704  
Version  
SUBSTITUTE 1  
Reference  
060681  
Sponsor  
THE CHAIR

Title  
Substitute resolution amending a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street, in the 4<sup>th</sup> Aldermanic District.

Analysis  
This resolution amends a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street.

Body  
Whereas, Bar Louie Waterstreet Inc requested permission to keep and maintain a covered walk projecting into the public right-of-way; and

Whereas, Permission for said covered walk was granted in 2006 under Common Council Resolution File Number 060681; and

Whereas, BL Restaurant Operations LLC is now a tenant of the property, and

Whereas, For the liability for said covered walk to be formally transferred to the applicant, the Common Council needs to adopt an amending resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 060681 is hereby rescinded; and, be it

Further Resolved, That BL Restaurant Operations LLC, 1114 North Water Street, Milwaukee, Wisconsin, 53202, is hereby granted the following special privilege:

To keep and maintain a 6-foot wide covered walk projecting 9 feet 7 inches into the east, 12-foot wide sidewalk area of North Water Street. Said covered walk is centered approximately 140 feet south of the southline of West Juneau Avenue. 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 coverings shall be of approved material. All fixtures and materials for illumination of the covered walks 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.

The grantee is not required to keep a "Loading Zone" or "No Parking" status adjacent to the covered walk due to the high demand for parking in the vicinity of the subject premises.

Said above-mentioned covered walk shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

Said covered walk 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 acceptance of this special privilege the grantee, BL Restaurant Operations LLC, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$75.00. 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 1<sup>st</sup> 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 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  
December 15, 2010  
100704

December 16, 2010

To the Public Works Committee

Subject: Common Council Resolution File Number 100704

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100704, being a resolution to amend a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street.

Permission for the covered walk was previously granted to Bar Louie Waterstreet Inc in 2006 under Common Council Resolution File Number 060681. BL Restaurant Operations LLC is the current tenant of the premises and is requesting permission to keep and maintain the covered walk in the east sidewalk area of North Water Street.

We are not aware that the presence of said covered walk 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 amend the name of the grantee and allow said covered walk to continue 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 Robert Bauman



# PETITION FOR A SPECIAL PRIVILEGE ccl-246 (8/10)

SP 2526

- New application \$250.00 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)
- Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)
- Amendment for change of ownership for Special Privilege # 2264 (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, telephone (414) 286-2454.
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee BL Restaurant Operations, LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 1114 N Water St  
(Street Address and Zip Code)

in the 4th 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:

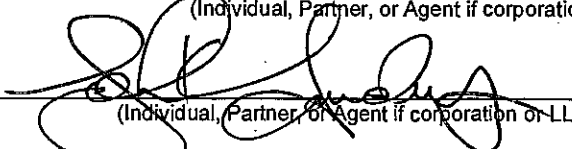
Description of Special Privilege: Amends CC 060681 for change of ownership for a covered walk

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, 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): John K. Sanders  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:   
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: BL Restaurant Operations LLC  
(If applicable, as shown above)

Mailing Address (if different than property address above): 1840 Pickwick Lane

(OVER)

City: Glenview State: IL Zip: 60026

Telephone: 847-510-2500 E-Mail: juli@barlouieamerica.com

Architect/Engineer/Contractor (If Applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

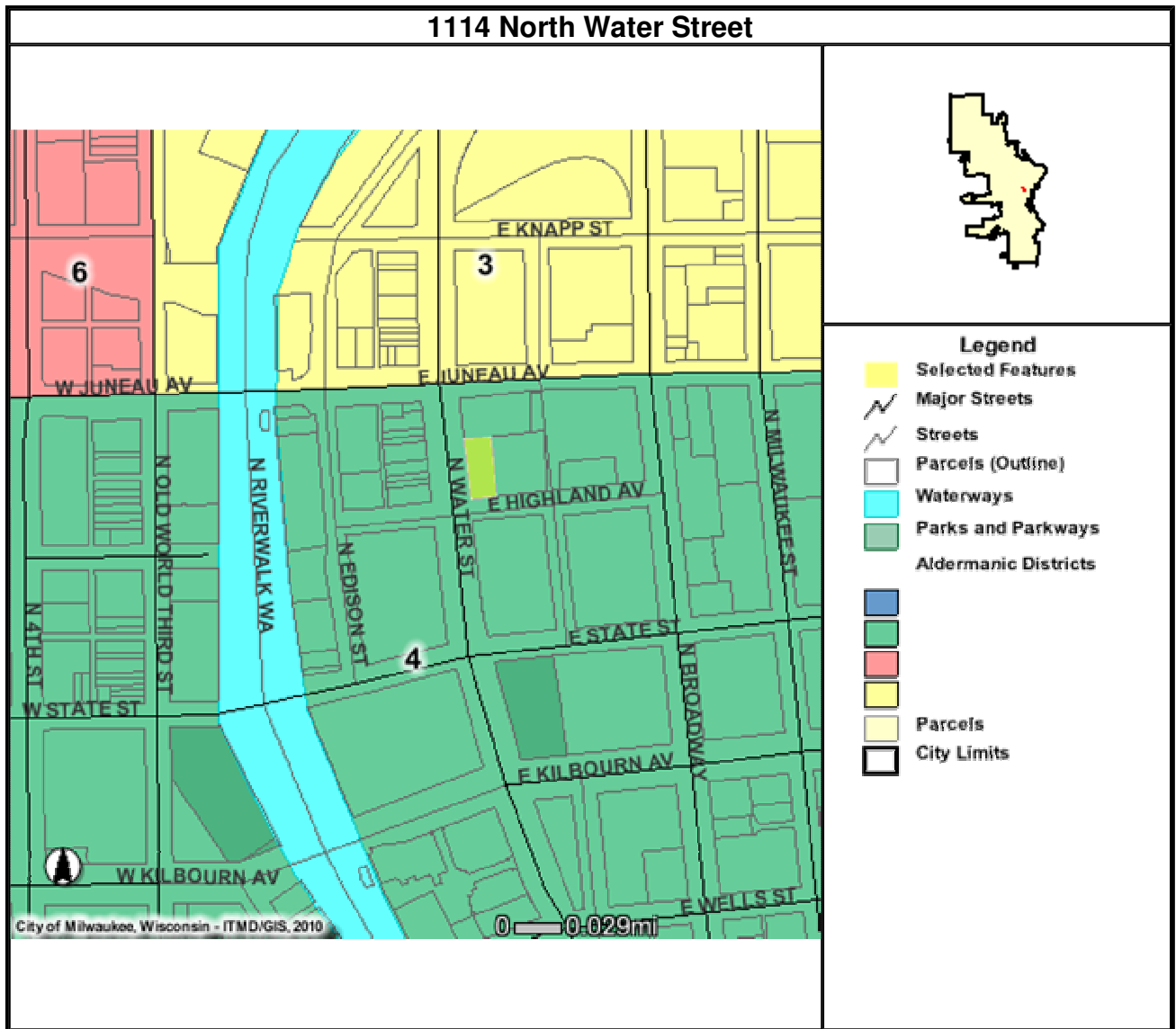


CCF 100704

1114 North Water Street

12-10-2010

Looking east across Water Street at covered walk.





# City of Milwaukee Fiscal Impact Statement

## A

**Date** December 15, 2010 **File Number** 100704

**Subject** Substitute resolution amending a special privilege for change of ownership to BL Restaurant Operations LLC for a covered walk for the premises at 1114 North Water Street.

## B

**Submitted By (Name/Title/Dept./Ext.)** Jeffrey S. Polenske, P.E., City Engineer, DPW, ext 2400

## C

- This File**
- Increases or decreases previously authorized expenditures.
  - Suspends expenditure authority.
  - Increases or decreases city services.
  - Authorizes a department to administer a program affecting the city's fiscal liability.
  - Increases or decreases revenue.
  - Requests an amendment to the salary or positions ordinance.
  - Authorizes borrowing and related debt service.
  - Authorizes contingent borrowing (authority only).
  - Authorizes the expenditure of funds not authorized in adopted City Budget.

## D

**This Note**  Was requested by committee chair.

## E

**Charge To**

- Department Account
- Capital Projects Fund
- Debt Service
- Other (Specify) \_\_\_\_\_
- Contingent Fund
- Special Purpose Accounts
- Grant & Aid Accounts

## F

**Assumptions used in arriving at fiscal estimate.**

Special Privilege Committee Fee Schedule

**G**

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages	Annual billing/initial inspection	\$2.77/4.04	
Supplies/Materials			
Equipment			
Services			
Other		\$2.77/4.04	\$75.00
			0
<b>TOTALS</b>			\$75.00

**H**

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.

- 1-3 Years     3-5 Years    Annual Fee (Income) \$75.00  
\_\_\_\_\_
- 1-3 Years     3-5 Years    Annual Cost Billing - \$2.77/4.04  
\_\_\_\_\_
- 1-3 Years     3-5 Years    \_\_\_\_\_

**I**

List any costs not included in Sections E and F above.

Annual billing/initial inspection

**J**

Additional information.







Legislation Details (With Text)

**File #:** 101135      **Version:** 0

**Type:** Resolution      **Status:** In Committee

**File created:** 1/19/2011      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution rescinding various special privileges that are no longer necessary.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
1/19/2011	0	COMMON COUNCIL	ASSIGNED TO		
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101135  
Version  
ORIGINAL  
Reference

Sponsor  
THE CHAIR  
Title

Resolution rescinding various special privileges that are no longer necessary.

Analysis

This resolution rescinds various special privileges granting permission for items to encroach into the public right-of-way because said items have been removed from the public right-of-way or are now permitted by the Milwaukee Code of Ordinances.

Body

Whereas, Said special privileges granted permission for various encroachments in the public right-of-way; and

Whereas, The special privileges listed below are no longer necessary because the subject items have been removed from the public right-of-way by the owner or are now permitted by the Milwaukee Code of Ordinances; and

Whereas, Property owners notified the Department of Public Works that they no longer need the special privilege granted them because the items had been removed from the public right-of-way; and

Whereas, The Milwaukee Code of Ordinances has been amended to allow some additional encroachments into the public right-of-way; and

Whereas, In order to release property owners from the insurance and annual special privilege fee requirements placed on the property owner as part of the granting of a special privilege, the Common Council needs to pass a resolution rescinding special privileges which are no longer needed; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the following special privilege resolutions are hereby

rescinded:

1. Common Council Resolution File Number 68-2086 granted to St Vincent De Paul Society for a building façade and steel framed structure for the premises at 2320 West Lincoln Avenue.
2. Common Council Resolution File Number 80-1005 granted to McDonald's Corporation for a barrier free access ramp, step, timber planters and sign for the premises at 2520 West National Avenue.
3. Common Council Resolution File Number 84-547 granted to Jackson Building Company for two underground conduits for the premises at 732 North Jackson Street.
4. Common Council Resolution File Number 86-313 granted to Cod Company Inc d/b/a Tobacco Road for two sets of concrete steps and building façade for the premises at 928 East Brady Street.
5. Common Council Resolution File Number 912291 granted to Milwaukee Neighborhood Ventures Inc for an excess marquee projection and building façade encroachment for the premises at 4616-34 West Burleigh Street.
6. Common Council Resolution File Number 940415 granted to Lee C. Rice and John J. Jenders for a retaining wall for the premises at 2931 North Downer Avenue.
7. Common Council Resolution File Number 980014 granted to Flower Forwarding for a backup driveway for the premises at 1820 South 1<sup>st</sup> Street.
8. Common Council Resolution File Number 980600 granted to Ball Corporation for informational signs for the premises at 8500 West Tower Avenue.
9. Common Council Resolution File Number 020246 granted to Flannery's Pub Incorporated for a non-code compliant sidewalk café for the premises at 425 East Wells Street.
10. Common Council Resolution File Number 050758 granted to Grede Foundries Incorporated for a key card reader with underground conduit, bollards, and an overhead communications line for the premises at 1570 South 1<sup>st</sup> Street.
11. Common Council Resolution File Number 080943 granted to Kurth Corporation for a fence across an unnamed street for the premises at 318 South Water Street.

Requestor  
Department of Public Works  
Drafter  
Infrastructure Services Division  
MDL: ns  
December 15, 2010

December 15, 2010

To the Honorable, the Common Council

Dear Council Members:

Attached please find a resolution which rescinds special privileges that are no longer necessary because the items have been removed from the public right-of-way or the Milwaukee Code of Ordinances now permits the items to occupy the public right-of-way.

For items that have been removed from the public right-of-way, the Department of Public Works received notification from the property owners regarding the item removal. Site visits were made to confirm that the items in question have been removed from the public right-of-way satisfactorily.

Common Council Ordinance Number 091615 amended Chapter 245 of the Milwaukee Code of Ordinances to allow additional items to occupy the public right-of-way. Department of Public Works special privilege records were reviewed with respect to the amendments made to Chapter 245. Special privileges granting permission for items now permitted under Chapter 245 of the Milwaukee Code of Ordinances are included in the attached resolution to be rescinded.

Only the Common Council can rescind its resolutions. Thus, in order to release the special privilege grantees from the annual fee and insurance requirements of their special privileges, which are no longer needed, the attached resolution has been drafted. Additionally, the attached resolution, if passed, will allow for efficient management of special privileges.

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





Legislation Details (With Text)

**File #:** 060746      **Version:** 0

**Type:** Communication-Report      **Status:** In Committee

**File created:** 9/26/2006      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Communication from the Historic Preservation Commission relating to the city hall restoration.

**Sponsors:** THE CHAIR

**Indexes:** CITY HALL, HISTORIC PRESERVATION, HISTORIC PRESERVATION COMMISSION, PUBLIC BUILDINGS

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
9/26/2006	0	COMMON COUNCIL	ASSIGNED TO		
9/28/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
10/4/2006	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
1/24/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**  
060746  
**Version**  
Original  
**Reference**

**Sponsor**  
The Chair

**Title**  
Communication from the Historic Preservation Commission relating to the city hall restoration.

**Drafter**  
CC-CC  
TJM  
9/22/06