



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda PUBLIC WORKS COMMITTEE

ALD. ROBERT BAUMAN, CHAIR
Ald. Robert Donovan, Vice-Chair
Ald. Robert Puente, Ald. Willie Wade, and Ald. James Bohl
Staff Assistant, Tobie Black, 286-2231
Fax: 286-3456, tblack@milwaukee.gov
Legislative Liaison, Aaron Cadle, 286-8666,
acadle@milwaukee.gov

Wednesday, May 9, 2012

9:00 AM

Room 301-B, City Hall

AMENDED 5-8-12- Item previously numbered #28 (111702) has been removed.

1. [111699](#) 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. [111698](#) 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 \$65,000 for a total estimated cost of these projects being \$733,000.
Sponsors: THE CHAIR
3. [111700](#) 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 \$67,000 for a total estimated cost of these projects being \$5,214,000.
Sponsors: THE CHAIR
4. [111701](#) Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$8,943,000 for a total estimated cost of these projects being \$9,242,000.
Sponsors: THE CHAIR
5. [120014](#) Resolution directing the Department of Public Works-Operations Division to establish a Tip Hotline for the vandalizing of vacant buildings.
Sponsors: Ald. Wade, Ald. Coggs and Ald. Hamilton
6. [111516](#) A substitute ordinance relating to the pricing and sale of compressed natural gas.
Sponsors: THE CHAIR
7. [111630](#) Substitute resolution relating to the sale of Compressed Natural Gas.

- Sponsors:** Ald. Dudzik and Ald. Hamilton
8. [111650](#) Resolution authorizing the Department of Public Works to accept a donation of materials and services relating to improvements to the Snail's Crossing recreation site at 3050 North Bremen Street.
Sponsors: Ald. Kovac
9. [120040](#) An ordinance relating to the implementation of electric vehicle charging stations.
Sponsors: Ald. Kovac
10. [111723](#) Substitute resolution relative to the space agreement between the City of Milwaukee and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health.
Sponsors: THE CHAIR
11. [111405](#) Substitute resolution authorizing a Purchase, Sale and Development Agreement for the East Library at 1910 East North Avenue with HSI Properties, LLC to approve sale of the property, redevelopment of a mixed-use building and acquisition of the new East Library condominium unit, in the 3rd Aldermanic District.
Sponsors: Ald. Kovac, Ald. Hamilton and Ald. Cogg
12. [111395](#) Substitute resolution to vacate the unimproved north-south alley in the block bounded by East Bottsford Avenue, South Lenox Street, South Pine Avenue and East Van Norman Avenue extended, in the 13th Aldermanic District.
Sponsors: THE CHAIR
13. [111397](#) Substitute resolution to vacate the unimproved portion of the north-south alley in the block bounded by South Chase Avenue, West Hayes Avenue, South 3rd Street extended and South 4th Street, in the 14th Aldermanic District.
Sponsors: THE CHAIR
14. [111399](#) Substitute resolution to vacate the unimproved north-south alley in the block bounded by West Manitoba Street, West Oklahoma Avenue, South 10th Street and South 11th Street, in the 14th Aldermanic District.
Sponsors: THE CHAIR
15. [111709](#) Resolution directing the Department of City Development to prepare a resolution to vacate the unimproved alley in the block bounded by East Bolivar Avenue, South Lenox Street, South Pine Avenue and South Whitnall Avenue, in the 13th Aldermanic District.
Sponsors: THE CHAIR
16. [111667](#) Substitute resolution approving a lease agreement with New Cingular Wireless PCS, LLC for the placement of personal communications

services antennas and ancillary equipment at the Linnwood Water Treatment Facility at 3000 N. Lincoln Memorial Drive.

Sponsors: THE CHAIR

17. [120053](#) Communication from the Department of Public Works relating to the State of Business Environment for Prime Financial Credit Union.
- Sponsors:** THE CHAIR
18. [120048](#) Resolution authorizing the Commissioner of Public Works to engage professional consulting firms to undertake various architectural and engineering services on various City buildings.
- Sponsors:** THE CHAIR
19. [111654](#) Resolution directing the proper City officers to execute a Quit Claim Deed (QCD-2831) document conveying the storm and sanitary sewers located in vacated North 2nd Street between West Melvina Street and the Wisconsin Southern Railroad Company railroad right-of-way to HCP Real Estate, LLC.
- Sponsors:** THE CHAIR
20. [111587](#) Resolution directing the Commissioner of Public Works to execute a project agreement titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Wisconsin Department of Transportation for the CNG Fuel Program and CNG Retrofit of Refuse Trucks with 80 percent Federal funds under the Congestion Mitigation and Air Quality Grant Program, and to set up funds for the programming, engineering and construction of the project at a total project cost of \$3,004,239 with a Grantor share of \$2,403,391 and a City share of \$600,848.
- Sponsors:** THE CHAIR
21. [111690](#) Resolution authorizing the Commissioner of Public Works to issue a Request for Proposal to select a consultant to provide professional services for the in-depth inspection of the 6th Street Viaduct Cable-Stayed bridges with an estimated cost of \$250,000.
- Sponsors:** THE CHAIR
22. [111691](#) Resolution to authorize the naming of North Edison Street between East Milwaukee Street and East Pleasant Street as a private road, located in the 3rd Aldermanic District.
- Sponsors:** THE CHAIR
23. [111693](#) Resolution authorizing the Commissioner of Public Works to enter into an agreement with Milwaukee County for the realignment of General Mitchell International Airport Perimeter Road and Bridge and East Citation Way.
- Sponsors:** THE CHAIR
24. [111694](#) Resolution authorizing the Commissioner of Public Works to execute an

agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of West Fond du Lac Avenue (STH 145) at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100% City funded.

Sponsors: THE CHAIR

25. [111695](#) Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid to include additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs with the total engineering costs being \$360,000 and with the City of Milwaukee's share being \$90,000.

Sponsors: THE CHAIR

26. [111696](#) Resolution authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of South 27th Street (STH 241) West Drexel Avenue to West College Avenue, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100 percent City funded.

Sponsors: THE CHAIR

27. [111697](#) Resolution authorizing the Commissioner of Public Works to execute a Revised Project Agreement titled "State/Municipal Agreement for a State-Let Urbanized Area STP - Urban Project" with the Wisconsin Department of Transportation for the programming and design which now includes construction of West Hampton Avenue from North Teutonia Avenue to North Green Bay Avenue with 80 percent Federal and State aid under the Surface Transportation Program.

Sponsors: THE CHAIR

28. [110898](#) Substitute resolution granting a special privilege to Park Lafayette Property Holdings LLC to construct and maintain various items in the public right-of-way for the premises at 2000-2038 North Prospect Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

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

Common Council members who are not members of this committee may attend this meeting to participate or to gather information. This meeting may constitute a meeting of the Common Council or any of its standing committees although no formal action will be taken 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 assistance contact the Legislative Services ADA Coordinator at 286-2998, (FAX)286-3456, (TDD)286-2025 or by writing to Room 205, City Hall, 200 E. Wells Street, Milwaukee, WI 53202.

Parking for persons attending City Hall meetings is available at reduced rates (5 hour limit) at the Milwaukee Center (southwest corner of E. Kilbourn Ave. and N. Water St.) 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 are required to register with the City Clerk's License Division. Lobbyists appearing before a Common Council committee are required to identify themselves as such. More information is available at www.milwaukee.gov/lobby.



Legislation Details (With Text)

File #: 111699 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **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: Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111699
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

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

Requestor
INFRASTRUCTURE SERVICES DEPARTMENT
Drafter
MLD:dr
Report 11
04/04/2012

April 4, 2012

File Number 111699

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 11
Report Appended

**OFFICIAL NOTICE NUMBER 103
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>WEDNESDAY</p> <p>MAY 9, 2012</p> <p>ROOM 301-B – CITY HALL</p> <p>9:00 A.M.</p>
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3rd Aldermanic District

Alley between E. Center St., E. Hadley St., N. Humboldt Blvd., and N. Weil St. (ST212060103):

Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where necessary.

5th Aldermanic District

Alley between W. Congress St., W. Lawrence Ave., N. 88th St., and N. 91st St., (Easterly half of East/West Leg) (ST212060129):

Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where necessary.

10th Aldermanic District

W. Schlinger Ave. – S. 84th St. to S. 92nd St. (Portions in the City of West Allis) (ST211120135):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (10 foot width of tree border area), and grading.

11th Aldermanic District

S. 83rd St. – W. Holt Ave. to W. Euclid Ave. (ST211120116):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, traffic calming speed humps, sodding (7 -11 foot width of tree border area), and grading.

13th Aldermanic District

Alley between E. Cudahy Ave., S. Lenox St., S. Logan Ave., and E. Van Norman Ave. (ST212030114):

Concrete alley pavement reconstruction, replace some abutting walk or driveway approaches, grading, and storm drainage facilities where necessary.

14th Aldermanic District

E. Fernwood Ave. – S. Kinnickinnic Ave. to S. Ellen St. (ST211120118):

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

S. Herman St. – E. Howard Ave. to E. Saveland Ave. (ST211090108):

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

S. Kinnickinnic Ave. (East-Side) – E. Lincoln Ave. to a point north of E. Lincoln Ave. (ST211120182):

Widen sidewalk area from 8 feet to 14 feet, replace all curb and gutter, and grading.

S. Shore Dr. – E. Estes St. to E. Ontario St. (ST211120134):

Pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (6 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.

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

James Owczarski, City Clerk

April 24, 2012



Legislation Details (With Text)

File #: 111698 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **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 \$65,000 for a total estimated cost of these projects being \$733,000.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS

Attachments: Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

111698

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 \$65,000 for a total estimated cost of these projects being \$733,000.

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 \$65,000 with the total cost estimated to be \$733,000.

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:

2nd Aldermanic District

W. Marion St. - N. 61st St. to N. 64th St. (ST211120140): 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 -- \$8,000, Additional Funds). The total estimated cost for this project including the requested amount is \$144,000. This project is anticipated to be completed during the 2012 construction season.

15th Aldermanic District

W. Lloyd St. - N. 35th St. to W. Lisbon Ave. (ST211130139): 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 -- \$47,000). The total estimated cost for this project including the requested amount is \$494,000. This project is anticipated to be completed during the 2013 construction season.

Alley between W. Brown St., W. Lisbon Ave., N. 38th St., and N. 39th St. (ST212120112): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$95,000. 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 directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Apr 11
04/04/2012

..Number

111698

..Version

Proposed Substitute A

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$157,000 for a total estimated cost of these projects being \$2,463,000.

..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 \$157,000 with the total cost estimated to be \$2,463,000.

..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:

2nd Aldermanic District

W. Marion St. – N. 61st St. to N. 64th St. (ST211120140): 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, Additional Funds). The total estimated cost for this project including the requested amount is \$129,000. This project is anticipated to be completed during the 2012 construction season.

5th Aldermanic District

Alley between W. Capitol Dr., W. Fiebrantz Ave., W. Fiebrantz Ct., and N. 81st St. (ST212140101): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$99,000. This project is anticipated to be completed during the 2014 construction season.

6th Aldermanic District

N. 3rd St. – W. Auer Ave. to W. Keefe Ave. (ST21110116): 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 \$500,000. This project is anticipated to be completed during the 2013 construction season.

10th Aldermanic District

S. 76th St. – The South City Limits (south of W. Main St.) to W. Kearney St. (ST211030105): Paving the roadway with concrete. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$10,000, Additional Funds). The total estimated cost for this project including the requested amount is \$593,500. This project was constructed in 2011.

11th Aldermanic District

W. Crawford Ave. – S. 45th St. to S. 47th St. (Portions in the City of Greenfield) (ST211140102): 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 -- \$11,000). The total estimated cost for this project including the requested amount is \$113,000. This project is anticipated to be completed during the 2014 construction season.

S. 45th St. – W. Tripoli Ave. to W. Crawford Ave. (Portions in the City of Greenfield) (ST211140103): 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 -- \$8,000). The total estimated cost for this project including the requested amount is \$61,500. This project is anticipated to be completed during the 2014 construction season.

S. 53rd St. – W. Montana St. to W. Cleveland Ave. (ST211140101): 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 -- \$9,000). The total estimated cost for this project including the requested amount is \$92,000. This project is anticipated to be completed during the 2014 construction season.

15th Aldermanic District

W. Lloyd St. – N. 35th St. to W. Lisbon Ave. (ST211130139): 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 -- \$47,000). The total estimated cost for this project including the requested

amount is \$494,000. This project is anticipated to be completed during the 2013 construction season.

W. Monroe St. – N. 18th St. to W. North Ave. (ST211130140): 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 -- \$12,000). The total estimated cost for this project including the requested amount is \$128,000. This project is anticipated to be completed during the 2014 construction season.

N. 18th St. – W. Fond du Lac Ave. to W. North Ave. (ST211130141): 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). The total estimated cost for this project including the requested amount is \$158,000. This project is anticipated to be completed during the 2014 construction season.

Alley between W. Brown St., W. Lisbon Ave., N. 38th St., and N. 39th St. (ST212120112): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$95,000. 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 directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr

Apr 11
05/03/2012



Legislation Details (With Text)

File #: 111700 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **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 \$67,000 for a total estimated cost of these projects being \$5,214,000.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS

Attachments: Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

111700

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 \$67,000 for a total estimated cost of these projects being \$5,214,000.

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 \$67,000 with the total cost estimated to be \$5,214,000.

Body

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

1st Aldermanic District

Area bounded by W. Custer Ave., W. Hampton Ave., N. 31st St. to N. Hopkins St. (SM494120209): Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$650,000. This project is anticipated to be completed during the 2012 construction season.

2nd, 7th, 10th and 15th Aldermanic Districts

Area bounded by W. Fond du Lac Ave., W. Center St., N. 39th St., and N. 60th St. (SM494120207): Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$2,800,000. This project is anticipated to be completed during the 2012 construction season.

3rd Aldermanic District

E. Hartford Ave. - N. Maryland Ave. to N. Cramer St. (SM495110099): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$225,000. This project is anticipated to be completed during the 2012 construction season.

4th Aldermanic District

N. Milwaukee St. at E. Menomonee St./N. Young St. (ST211120189): Intersection modification. (Nonassessable Reconstruction Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$40,000. This project is anticipated to be completed during the 2012 construction season.

5th Aldermanic District

W. Hadley St. - N. 80th St. to 120 feet m/l west of N. 80th St. (SM495120044): Storm sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$17,000. This project is anticipated to be completed during the 2012 construction season.

N. 80th St. - W. Lorraine Pl. to W. Hadley St. (SM495120043): Storm sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$35,000. This project is anticipated to be completed during the 2012 construction season.

8th Aldermanic District

S. 35th St. - W. Burnham St. to W. Greenfield Ave. (ST320100501) (2100-02-01): Paving project consultant design services for right-of-way plat preparation, appraisal, legal descriptions and real estate acquisition.

City Share Non-Assessable Fund Paving
ST320110000
Fund 0333
\$30,000 Additional Funds

These funds are to be transferred to the preliminary engineering account (ST320100501), Program code (492X)

Estimated total: \$30,000

Previously authorized for preliminary engineering: \$166,400

Current estimated cost of the total project, including this resolution: \$1,447,000

Original estimated cost of project (File No. 100021): \$1,417,000

This project is anticipated to be completed during the 2013 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 directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Npr 11
04/04/2012

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

The Comptroller's Office has reviewed Common Council Resolution File No. 111700 for consultant design services for right-of-way plat preparation, appraisal, legal descriptions, and real estate acquisition for South 35th Street from West Burnham Street to West Greenfield Avenue (City Share \$30,000; Grantor Share \$0) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C Wisniewski

Date: 4/2/12

2100-02-01 ST320100501 S 35th St/ W Burnham St -W Greenfield Ave (City Share \$30,000; Grantor Share \$0)



Legislation Details (With Text)

File #: 111701 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **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 \$8,943,000 for a total estimated cost of these projects being \$9,242,000.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS

Attachments: Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

111701

Version

ORIGINAL

Reference

111700

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 \$8,943,000 for a total estimated cost of these projects being \$9,242,000.

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 \$8,943,000. The total estimated cost of these projects is \$9,242,000.

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

Area bounded by W. Custer Ave., W. Hampton Ave., N. 31st St. to N. Hopkins St. (SM494120209) File Number 111700: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$649,000). The total estimated cost for this project including the requested amount is \$650,000. This project is anticipated to be completed during the 2012 construction season.

2nd, 7th, 10th and 15th Aldermanic Districts

Area bounded by W. Fond du Lac Ave., W. Center St., N. 39th St., and N. 60th St. (SM494120207) File Number 111700: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$2,799,000). The total estimated cost for this project including the requested amount is \$2,800,000. This project is anticipated to be completed during the 2012 construction season.

3rd Aldermanic District

E. Auer Ave. - N. Humboldt Blvd. to 575 feet m/l east of N. Dousman St. (SM495110056) File Number 111024: Combined sewer large diameter lining. (Nonassessable Sewer Maintenance Relay Fund -- \$752,000). The total estimated cost for this project including the requested amount is \$767,000. This project is anticipated to be completed during the 2012 construction season.

E. Concordia Ave. - N. Bremen St. to N. Humboldt Blvd. (SM495100108) File Number 100013: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$492,000). The total estimated cost for this project including the requested amount is \$504,000. This project is anticipated to be completed during the 2012 construction season.

E. Hartford Ave. - N. Maryland Ave. to N. Cramer St. (SM495110099) File Number 111700: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$224,000). The total estimated cost for this project including the requested amount is \$225,000. This project is anticipated to be completed during the 2012 construction season.

N. Humboldt Blvd. - E. Keefe Ave. to E. Auer Ave. (SM495110098) File Number 111024: Combined sewer large diameter lining and relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$1,110,000). The total estimated cost for this project including the requested amount is \$1,130,000. This project is anticipated to be completed during the 2012 construction season.

E. Kenwood Blvd. - N. Downer Ave. to N. Maryland Ave. (SM495100239) File Number 101095: Combined sewer large diameter lining. (Nonassessable Sewer Maintenance Relay Fund -- \$216,000). The total estimated cost for this project including the requested amount is \$231,000. This project is anticipated to be completed during the 2012 construction season.

N. Maryland Ave. - E. Linnwood Ave. to E. Kenwood Blvd. (SM495100245) File Number 101095: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$177,000). The total estimated cost for this project including the requested amount is \$192,000. This project is anticipated to be completed during the 2012 construction season.

N. Stowell Ave. - E. Linnwood Ave. to E. Kenwood Blvd. (SM495110055) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$229,000). The total estimated cost for this project including the requested amount is \$244,000. This project is anticipated

to be completed during the 2012 construction season.

N. Weil St. - E. Concordia Ave. to 125 feet m/l south of E. Townsend St. (SM495110046) File Number 110028: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$99,000). The total estimated cost for this project including the requested amount is \$114,000. This project is anticipated to be completed during the 2012 construction season.

3rd and 6th Aldermanic Districts

E. Auer Ave. - N. Holton St. to N. Bremen St. (SM495110045) File Number 110028: Relay combined sewer and large diameter lining. (Nonassessable Sewer Maintenance Relay Fund -- \$498,000). The total estimated cost for this project including the requested amount is \$513,000. This project is anticipated to be completed during the 2012 construction season.

6th Aldermanic District

E. Glover Ave. - N. Booth St. to 200 feet m/l east of N. Booth St. (SM495120022) File Number 111474: New storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$47,000). The total estimated cost for this project including the requested amount is \$59,000. This project is anticipated to be completed during the 2012 construction season.

7th Aldermanic District

N. Sherman Blvd. (East Side) - 220 feet m/l north of W. Roosevelt Dr. to W. Roosevelt Dr. (SM495110050) File Number 111024: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$85,000). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2012 construction season.

Alley between W. Capitol Dr., W. Roosevelt Dr., N. Sherman Blvd. and N. 42nd St. (SM495110051) File Number 111024: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$66,000). The total estimated cost for this project including the requested amount is \$78,000. This project is anticipated to be completed during the 2012 construction season.

8th Aldermanic District

S. 28th St. - W. Becher St. to W. Rogers St. (SM495120017) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$123,000). The total estimated cost for this project including the requested amount is \$138,000. This project is anticipated to be completed during the 2012 construction season.

10th Aldermanic District

N. 54th St. - W. Lloyd St. to W. North Ave. (SM495110070) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$265,000). The total estimated cost for this project including the requested amount is \$280,000. This project is anticipated to be completed during the 2012 construction season.

N. 70th St. - W. Center St. to W. Locust St. (SM495110092) File Number 111024: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$165,000). The total estimated cost for

this project including the requested amount is \$180,000. This project is anticipated to be completed during the 2012 construction season.

11th Aldermanic District

Area bounded by W. Crawford Ave., W. St. Francis Ave., S. 46th St., and S. 50th St. (SM494110107) File Number 111024: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$235,000). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2012 construction season.

12th Aldermanic District

W. Bruce St. - S. 1st St. to S. 9th St. (SM495110030) File Number 101543: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$119,000). The total estimated cost for this project including the requested amount is \$131,000. This project is anticipated to be completed during the 2012 construction season.

S. 9th St. - W. Bruce St. to W. Virginia St. (SM495110031) File Number 101543: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$42,000). The total estimated cost for this project including the requested amount is \$54,000. This project is anticipated to be completed during the 2012 construction season.

14th Aldermanic District

S. Linebarger Terr. - E. Iron St. to E. Pryor Ave. (SM495110095) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$113,000). The total estimated cost for this project including the requested amount is \$128,000. This project is anticipated to be completed during the 2012 construction season.

S. 8th St. - W. Euclid Ave. to W. Holt Ave. (SM495110106) File Number 111024: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$294,000). The total estimated cost for this project including the requested amount is \$306,000. This project is anticipated to be completed during the 2012 construction season.

15th Aldermanic District

W. Center St. - N. 13th St. to N. Teutonia Ave. (SM495100110) File Number 111371: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$144,000). The total estimated cost for this project including the requested amount is \$168,000. This project is anticipated to be completed during the 2012 construction season.

; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is 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 directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Nfr 11
04/04/2012

..Number

111701

..Version

Proposed Substitute A

..Reference

111700

..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 \$6,067,000 for a total estimated cost of these projects being \$6,589,000.

..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 \$6,067,000. The total estimated cost of these projects is \$6,589,000.

..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

Area bounded by W. Custer Ave., W. Hampton Ave., N. 31st St. to N. Hopkins St. (SM494120209) File Number 111700: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$649,000). The total estimated cost for this project including the requested amount is \$650,000. This project is anticipated to be completed during the 2012 construction season.

2nd, 7th, 10th and 15th Aldermanic Districts

Area bounded by W. Fond du Lac Ave., W. Center St., N. 39th St., and N. 60th St. (SM494120207) File Number 111700: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$2,799,000). The total estimated cost for this project including the requested amount is \$2,800,000. This project is anticipated to be completed during the 2012 construction season.

3rd Aldermanic District

E. Hartford Ave. – N. Maryland Ave. to N. Cramer St. (SM495110099) File Number 111700: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$224,000). The total estimated cost for this project including the requested amount is \$225,000. This project is anticipated to be completed during the 2012 construction season.

E. Kenwood Blvd. – N. Downer Ave. to N. Maryland Ave. (SM495100239) File Number 101095: Combined sewer large diameter lining. (Nonassessable Sewer Maintenance Relay Fund -- \$216,000). The total estimated cost for this project including the requested amount is \$231,000. This project is anticipated to be completed during the 2012 construction season.

N. Maryland Ave. – E. Linnwood Ave. to E. Kenwood Blvd. (SM495100245) File Number 101095: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$177,000). The total estimated cost for this project including the requested amount is \$192,000. This project is anticipated to be completed during the 2012 construction season.

N. Stowell Ave. – E. Linnwood Ave. to E. Kenwood Blvd. (SM495110055) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$229,000). The total estimated cost for this project including the requested amount is \$244,000. This project is anticipated to be completed during the 2012 construction season.

6th Aldermanic District

E. Glover Ave. – N. Booth St. to 200 feet m/l east of N. Booth St. (SM495120022) File Number 111474: New storm sewer. (Nonassessable Sewer Maintenance Relay Fund - \$47,000). The total estimated cost for this project including the requested amount is \$59,000. This project is anticipated to be completed during the 2012 construction season.

7th Aldermanic District

N. Sherman Blvd. (East Side) – 220 feet m/l north of W. Roosevelt Dr. to W. Roosevelt Dr. (SM495110050) File Number 111024: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$85,000). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2012 construction season.

Alley between W. Capitol Dr., W. Roosevelt Dr., N. Sherman Blvd. and N. 42nd St. (SM495110051) File Number 111024: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$66,000). The total estimated cost for this project including the requested amount is \$78,000. This project is anticipated to be completed during the 2012 construction season.

8th Aldermanic District

S. 28th St. – W. Becher St. to W. Rogers St. (SM495120017) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$123,000). The total estimated cost for this project including the requested amount is \$138,000. This project is anticipated to be completed during the 2012 construction season.

10th Aldermanic District

N. 54th St. – W. Lloyd St. to W. North Ave. (SM495110070) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$265,000). The total estimated cost for this project including the requested amount is \$280,000. This project is anticipated to be completed during the 2012 construction season.

N. 70th St. – W. Center St. to W. Locust St. (SM495110092) File Number 111024: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$165,000). The total estimated cost for this project including the requested amount is \$180,000. This project is anticipated to be completed during the 2012 construction season.

11th Aldermanic District

Area bounded by W. Crawford Ave., W. St. Francis Ave., S. 46th St., and S. 50th St. (SM494110107) File Number 111024: Sanitary sewer lining. (Infiltration/Inflow Reduction Fund -- \$235,000). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2012 construction season.

12th Aldermanic District

W. Bruce St. – S. 1st St. to S. 9th St. (SM495110030) File Number 101543: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$119,000). The total estimated cost for this project including the requested amount is \$131,000. This project is anticipated to be completed during the 2012 construction season.

S. 9th St. – W. Bruce St. to W. Virginia St. (SM495110031) File Number 101543: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$42,000). The total estimated cost for this project including the requested amount is \$54,000. This project is anticipated to be completed during the 2012 construction season.

14th Aldermanic District

S. Linebarger Terr. – E. Iron St. to E. Pryor Ave. (SM495110095) File Number 111024: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$113,000). The total estimated cost for this project including the requested amount is \$128,000. This project is anticipated to be completed during the 2012 construction season.

S. 8th St. – W. Euclid Ave. to W. Holt Ave. (SM495110106) File Number 111024: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$294,000). The total estimated cost for this project including the requested amount is \$306,000. This project is anticipated to be completed during the 2012 construction season.

15th Aldermanic District

W. Center St. – N. 13th St. to N. Teutonia Ave. (SM495100110) File Number 111371: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$144,000). The total estimated cost for this project including the requested amount is \$168,000. This project is anticipated to be completed during the 2012 construction season.

Various Aldermanic Districts

Seal coating of various streets by contract (ST211120179) File Number 111025: (Nonassessable Reconstruction Paving Fund -- \$75,000, Additional Funds). The total estimated cost for this project including the requested amount is \$375,000. This project is anticipated to be completed during the 2012 construction season.

now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is 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 directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Nfr 11
05/03/2012

NOTICES SENT TO FOR FILE: 111701

NAME	ADDRESS	DATE NOTICE SENT		
Mary Dziewiontkowski	DPW-Infrastructure	5/4/12	5/4/12	
Ald. Kovac	CC	X	X	
Ald. Murphy	CC	X	X	
Ald. Dudzik	CC	X	X	
Ald. Zielinski	CC	X	X	
Ald. Hamilton	CC	X	X	
Ald. Davis	CC	X	X	
Ald. Wade	CC	X	X	
Ald. Hines	CC	X	X	
Keith Stanley	CC-CC	X	X	
Ald. Coggs	CC	X	X	
Ald. Donovan	CC	X	X	
Ald. Perez	CC	X	X	



Legislation Details (With Text)

File #: 120014 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/17/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the Department of Public Works-Operations Division to establish a Tip Hotline for the vandalizing of vacant buildings.

Sponsors: ALD. WADE, ALD. COGGS, ALD. HAMILTON

Indexes:

Attachments:

Date	Ver.	Action By	Action	Result	Tally
4/17/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/2/2012	0	CITY CLERK	Sponsor added		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
120014
Version
ORIGINAL
Reference
111512
Sponsor
ALD. WADE, COGGS AND HAMILTON

Title
Resolution directing the Department of Public Works-Operations Division to establish a Tip Hotline for the vandalizing of vacant buildings.

Analysis
The Department of Public Works-Operations Division currently administers an Illegal Dumping Tip Hotline. This resolution directs the Department of Public Works-Operations Division to establish and administer a Tip Hotline for reporting the vandalizing of vacant buildings, using the Illegal Dumping Tip Hotline Special Purpose Account.

Body

Whereas, A significant relationship exists between the vandalizing of vacant buildings and increased calls for police services, higher incidence of fires, both accidental and intentional, and decline and disinvestment in neighborhoods; and

Whereas, Vandalized vacant buildings become havens for vandalism, arson and drug crimes, representing not only a drain of valuable governmental resources, but also creating a significant

reduction of the quality of life for the surrounding neighborhood; and

Whereas, Vandalized vacant buildings are rarely repaired and become a neighborhood blight, eventually requiring demolition of buildings; and

Whereas, The Common Council passed an ordinance (Common Council File Number 111512) on April 11, 2012, establishing a penalty of \$1,000 to \$5,000 for vandalizing a vacant building and causing more than \$500 damage to the property; and

Whereas, The 2012 City Budget appropriated \$25,000 in funding for the Illegal Dumping Tip Hotline; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works-Operations Division is directed to establish and administer a Tip Hotline for reporting the vandalizing of vacant buildings; and, be it

Further Resolved, That the Tip Hotline for reporting the vandalizing of vacant buildings shall be operated with funds from the Illegal Dumping Tip Hotline Special Purpose Account (0001-5450-001-S220-006300); and, be it

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

Requestor

Drafter
LRB 138195-1
Rich Watt
4/16/12



Legislation Details (With Text)

File #: 111516 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 3/20/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance relating to the pricing and sale of compressed natural gas.

Sponsors: THE CHAIR

Indexes: ENERGY CONSERVATION

Attachments: Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/20/2012	0	COMMON COUNCIL	ASSIGNED TO		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/27/2012	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111516

Version
SUBSTITUTE 1

Reference

Sponsor
THE CHAIR

Title
A substitute ordinance relating to the pricing and sale of compressed natural gas.

Sections
50-41-3-g cr
309-20 cr

Analysis

This ordinance authorizes the department of public works to sell compressed natural gas to the public.

In addition, this ordinance adds department of public works compressed natural gas sales to the list of departments and agencies exempted from the full credit card acceptance approval process.

Body

Whereas, There are only 6 WE Energies and 3 private compressed natural gas fueling stations within 25 miles of City Hall; and

Whereas, Selling compressed natural gas to the public will expand the available supply infrastructure, and be consistent with the city's efforts to promote the use of alternative fuels; and

Whereas, The city's 2 compressed natural gas fueling stations, at 3921 W. Lincoln Avenue and 3025 W. Ruby Avenue, can be readily modified to sell compressed natural gas to the public; and

Whereas, All compressed natural gas purchases at these fueling sites will be bank card sales so no city personnel will be needed to make sales to the public; and

Whereas, The sale price of compressed natural gas sold to the public shall to include all costs, including material, taxes, site maintenance, fleet overhead and credit card processing fees; and

Whereas, The commissioner of public works will update compressed natural gas public sale prices as needed to reflect changes in underlying costs; now, therefore

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

Part 1. Section 50-41-3-g of the code is amended to read:

50-41. Credit Card Acceptance by City Departments and Agencies.

3. DEPARTMENTS AND AGENCY PAYMENTS EXEMPTED FROM APPROVAL PROCESS.

g. The department of public works for sale of compressed natural gas to the public.

Part 2. Section 309-20 of the code is created to read:

309-20. Selling Compressed Natural Gas to the Public.

The department of public works may sell compressed natural gas to the public. The price for compressed natural gas sold shall be set by the commissioner of public works and periodically updated as needed to reflect changes in underlying costs. The price shall include:

- 1.** The cost of the compressed natural gas itself.
- 2.** All applicable taxes.
- 3.** A pro rata share of fueling station operating and maintenance costs.

- 4. A fleet overhead factor determined by the commissioner.
- 5. The cost of credit card processing or other direct sale costs.

LRB
APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Requestor
Department of Public Works

Drafter
LRB #137447 - 2
Aaron Cadle
03/23/2012

..Number
111516

..Version
PROPOSED SUBSTITUTE A

..Reference

..Sponsor
THE CHAIR

..Title
A substitute ordinance relating to the pricing and sale of compressed natural gas.

..Sections
50-41-3-g cr
309-20 cr

..Analysis
This ordinance authorizes the department of public works to sell compressed natural gas to the public.

In addition, this ordinance adds department of public works compressed natural gas sales to the list of departments and agencies exempted from the full credit card acceptance approval process.

..Body
Whereas, There are only 6 WE Energies and 3 private compressed natural gas fueling stations within 25 miles of City Hall; and

Whereas, Selling compressed natural gas to the public will expand the available supply infrastructure, and be consistent with the city's efforts to promote the use of alternative fuels; and

Whereas, The city's 2 compressed natural gas fueling stations, at 3921 W. Lincoln Avenue and 3025 W. Ruby Avenue, can be readily modified to sell compressed natural gas to the public; and

Whereas, All compressed natural gas purchases at these fueling sites will be bank card sales so no city personnel will be needed to make sales to the public; and

Whereas, The sale price of compressed natural gas sold to the public shall to include all costs, including material, taxes, site maintenance, fleet overhead and credit card processing fees; and

Whereas, The commissioner of public works will update compressed natural gas public sale prices as needed to reflect changes in underlying costs; now, therefore

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

Part 1. Section 50-41-3-g of the code is amended to read:

50-41. Credit Card Acceptance by City Departments and Agencies.

3. DEPARTMENTS AND AGENCY PAYMENTS EXEMPTED FROM APPROVAL PROCESS.

g. The department of public works for sale of compressed natural gas to the public.

Part 2. Section 309-20 of the code is created to read:

309-20. Selling Compressed Natural Gas to the Public.

The department of public works may sell compressed natural gas to the public. The price for compressed natural gas sold shall be set by the commissioner of public works and periodically updated as needed to reflect changes in underlying costs. The price shall include:

- 1.** The cost of the compressed natural gas itself.
- 2.** All applicable taxes.
- 3.** A pro rata share of fueling station operating and maintenance costs.
- 4.** A fleet overhead factor determined by the commissioner.
- 5.** The cost of credit card processing or other direct sale costs.
- 6.** Three cents per gasoline gallon equivalent unit.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date: _____

..Attorney
IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney
Date: _____

..Requestor
Department of Public Works

..Drafter
LRB #137447 - 2
Aaron Cadle
05/03/2012



Legislation Details (With Text)

File #: 111630 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 3/20/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relating to the sale of Compressed Natural Gas.

Sponsors: ALD. DUDZIK, ALD. HAMILTON

Indexes: ENERGY CONSERVATION

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/20/2012	0	COMMON COUNCIL	ASSIGNED TO		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/27/2012	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111630

Version
SUBSTITUTE 1

Reference

Sponsor
ALD. DUDZIK AND HAMILTON

Title
Substitute resolution relating to the sale of Compressed Natural Gas.

Analysis
This resolution directs the Office of the Comptroller to create a separate revenue account to receive proceeds from the sale of compressed natural gas to the public by

the Department of Public Works.

Body

Whereas, The Department of Public Works is authorized to sell compressed natural gas to the public under s. 309-20 of the Code; and

Whereas, Sound accounting and budget management practices recommend new revenue sources be accepted into separate revenue accounts rather than received as miscellaneous revenues; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Office of the Comptroller is directed to create a separate revenue account to receive proceeds from the sale of compressed natural gas to the public by the Department of Public Works.

Requestor

Drafter

LRB 138035 - 2

Aaron Cadle

03/23/2012



Legislation Details (With Text)

File #: 111650 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 3/20/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Department of Public Works to accept a donation of materials and services relating to improvements to the Snail's Crossing recreation site at 3050 North Bremen Street.

Sponsors: ALD. KOVAC

Indexes: DONATIONS, PLAYGROUNDS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/20/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111650
Version
ORIGINAL
Reference

Sponsor
ALD. KOVAC
Title

Resolution authorizing the Department of Public Works to accept a donation of materials and services relating to improvements to the Snail's Crossing recreation site at 3050 North Bremen Street.

Analysis

This resolution authorizes the Department of Public Works to accept donations of materials and services from the Riverwest Neighborhood Association for reconstruction of the Snail's Crossing decorative walkway at 3050 North Bremen Street. It further directs the Department to cooperate in the execution of this project by removing the existing concrete walkway at the site.

Body

Whereas, On November 5, 2003, the Common Council adopted File Number 030899, a resolution authorizing the acceptance of up to \$30,000 in private donations (cash and materials) for improvements to the Bremen Street Play Area located on Bremen just south of East Burleigh Street; and

Whereas, As part of the subsequent improvements to this City-owned Play Area, a decorative walkway identifying donors to the project was installed at a location known as Snail's Crossing; and

Whereas, This walkway is now in poor condition, with severe cracking of the concrete, along with popping-up and vandalism of many of the decorative donor tiles; and

Whereas, The Riverwest Neighborhood Association has applied for a Milwaukee Arts Board grant to repair the concrete walkway at Snail's Crossing; and

Whereas, In return for removal of the existing concrete by the City, the Riverwest Neighborhood Association has offered to donate to the City the materials needed for reconstruction of the Snail's Crossing walkway (i.e., decorative tiles, concrete sections and raised plant beds) and to do the work of replacing the walkway; and

Whereas, The Department of Public Works is not authorized to accept donations of materials or labor for improvements to the Snail's Crossing walkway at the Bremen Street Play Area; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is authorized to accept donations of materials and services from the Riverwest Neighborhood Association for reconstruction of the Snail's Crossing decorative walkway at 3050 North Bremen Street; and, be it

Further Resolved, That the Department of Public Works is directed to cooperate with the Riverwest Neighborhood Association in carrying out this project by removing existing concrete at the site.
Requestor

Drafter
LRB137842-1
Jeff Osterman
03/21/2012



Legislation Details (With Text)

File #: 120040 **Version:** 0

Type: Ordinance **Status:** In Committee

File created: 4/17/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: An ordinance relating to the implementation of electric vehicle charging stations.

Sponsors: ALD. KOVAC

Indexes:

Attachments:

Date	Ver.	Action By	Action	Result	Tally
4/17/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
120040
Version
ORIGINAL
Reference

Sponsor
ALD. KOVAC
Title

An ordinance relating to the implementation of electric vehicle charging stations.

Requestor

Drafter
cC-cc
JRO
4/23/12



Legislation Details (With Text)

File #: 111723 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution relative to the space agreement between the City of Milwaukee and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, UNIVERSITY OF WISCONSIN

Attachments: Milwaukee Health Department Use Agreement, School of Public Health, Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111723

Version
Substitute 1

Reference

Sponsor

Title
Substitute resolution relative to the space agreement between the City of Milwaukee and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health.

Analysis

This resolution authorizes a Use of Space Agreement between the City of Milwaukee and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health, which will authorize the City of Milwaukee Health Department to occupy space at the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health and authorizes payment to be made for such space for select City of Milwaukee Health Department personnel.

Body

Whereas, A space agreement has been negotiated between the City of Milwaukee Health Department and

University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health at 1240 N. 10th Street, Milwaukee, WI 53205, and the City shall make an annual payment for such space at the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health in the amount of \$40,000; and

Whereas, On behalf of the City of Milwaukee, the City of Milwaukee Health Department shall initiate the space agreement with the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health; and

Further Resolved, That the Health Department is authorized to expend \$40,000 annually in the Health Departments Special Funds Account #0001-03810-R394-006300; and, be it

Further Resolved, By the Common Council of the City of Milwaukee, that the proper City officials are authorized and directed to execute the space agreement attached to the file between the City of Milwaukee and University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health for the use of space at the Joseph J. Zilber School of Public Health.

Requestor
Health Department

Drafter
YMR
05-02-12
UWM SOPH Space Agreement 2012

University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health **USE OF SPACE
AGREEMENT**

by and between

**The Board of Regents of the University of Wisconsin System
on behalf of the University of Wisconsin-Milwaukee**

and

City of Milwaukee

This Use of Space (the “*Agreement*”) is made by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health (“*UWM*”) and City of Milwaukee (“*CITY*”) and is entered into as of the date of full execution and effective as of July 1, 2012 or as provided in section 4., hereafter.

RECITALS

WHEREAS, UWM anticipates that that a dedicated building for its Joseph J. Zilber School of Public Health located at 1240 N. 10th Street Milwaukee, Wisconsin 53205 (“*Facility*”) will be available for occupancy on or after July 1, 2012; and,

WHEREAS, the establishment of University of Wisconsin-Milwaukee Joseph J. Zilber School of Public Health was prompted by the need to conduct research to enhance the state of public health particularly in urban areas; and,

WHEREAS, the Milwaukee Health Department, a department of the City is an entity that is strongly committed to the goal of collaborating in the pursuit of research to improve health and sanitation conditions within its urban boundaries; and

WHEREAS, the location of a research component of the Milwaukee Health Department, namely its Public Health Research and Policy Office in the Facility serving as the hub for the faculty and students of the UWM Joseph J. Zilber School of Public Health will facilitate the pursuit of research grants that are intended to address recognized public health challenges and public health educational needs peculiar to urban settings; and

WHEREAS, UWM will benefit from the presence of a research component of the Milwaukee Health Department in the Facility of the UWM Joseph J. Zilber School of Public Health because it will present unique opportunities for research collaborations, joint grant submissions as well as reciprocal subgrantee engagements;

WHEREAS Section 16.845 of the Wisconsin Statutes, in conjunction with Section UWS 18.06(16) and Chapter UWS 21 of the Wisconsin Administrative Code recognize that facilities under the control of UWM may be used by non-UWM entities under certain circumstances; and

WHEREAS UWM has concluded that its mission can best be served by allowing CITY to use UWM's Facility in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the fees and mutual benefits to both parties, it is agreed as follows:

1. License to Use Facilities and Furnishings.

- a. **Facility.** UWM hereby grants to CITY a limited license ("License") to use a portion of the Facility (as defined below and sometimes referred to as "Dedicated Area") for the purposes of planning and conducting research as well as office furnishings (as defined below and sometimes referred to as "Furnishings"). Such use shall at all times be consistent with UWM and UW System Board of Regents' policies, and all other applicable federal or state laws and municipal ordinances.
- b. **Description of Dedicated Area.** The Dedicated Area consists of an approximately 2200 square foot space located on the second floor at the Facility. The Dedicated Area is detailed in the floor plan attached as Exhibit A.
- c. **Description of Furnishings.** The Furnishings collectively consists of office furniture and carpeting. CITY shall be permitted to use the Furnishings on an exclusive basis for the duration of CITY use of the Dedicated Area. The Furnishings are detailed in attached Exhibit B.
- d. **Utilities and Other Inclusions and Exclusions.** In providing the Dedicated Area and Furnishings under this Agreement, UWM:
 - (i) Shall include the following related services/utilities: public rest rooms, building heat and air conditioning and electricity.
 - (ii) Shall include office rubbish removal, and janitorial services. However, CITY shall be responsible for the lawful and offsite disposal of any laboratory materials, wastes or equipment used by CITY staff in the Facility.
 - (iii) Shall not allow CITY to utilize any UWM mailroom services, the UWM mailing permit, or UWM's tax exempt identification number, parking spaces connected with the Facility or any other services, including any exercise/fitness room within the Facility unless expressly provided herein.
 - (iv) Shall not include any communications services of any type or related components. CITY must provide and install its own phone service and internet and electronic communications systems and cannot use UWM services otherwise available at the Facility. All installations or modifications to any installation shall be subject to written approval from within the UWM University Information Technology Services unit

[(414) 229-6383.]

- (v) CITY is also expressly prohibited, except with respect to any grant application, from using UWM's name in any transaction or in the procurement of any service or benefit ordinarily available to a subunit of UWM.
- e. **Potential Access to Areas Beyond the Dedicated Area.** CITY may, from time to time request, access to use conference rooms, commons areas or classrooms for specific gatherings for limited periods of time on an availability basis from the Dean of The Joseph J. Zilber School of Public Health. The Dean of The Joseph J. Zilber School of Public Health shall have exclusive discretion to determine whether any requested use subordinates or appears to be incompatible with any of the priorities of the Joseph J. Zilber School of Public Health solely from the perspective of UWM. Under no circumstances may any part of the Facility, including the Dedicated Area be utilized as a clinical or outreach location by CITY for the delivery of any City of Milwaukee services.
- f. **Non-transferability of License.** No rights conferred by this Agreement may be assigned, pledged or otherwise disposed of by CITY, directly or indirectly, to any other entity, person, organization or entity.
- g. **Administration of Facilities & Furnishings.** The Dedicated Area shall be administered on a continuing basis by the Dean of The Joseph J. Zilber School of Public Health.
- h. **Condition of Facilities & Equipment.** CITY use of the Dedicated Area and Furnishings shall conform to standards of repair, orderliness, neatness, sanitation, and safety acceptable to UWM and its faculty and students. CITY is not permitted to alter the fixtures or substantially change any portion of the Facility or Furnishing without the prior written consent of the Dean of the Joseph J. Zilber School of Public Health. UWM shall be responsible for maintenance and capital repairs on structural and mechanical systems. Upon abandonment, termination, revocation, or cancellation of this Agreement, CITY shall within thirty (30) days remove all personal property, structures and improvements except those owned by UWM and shall restore the premises and Equipment to the condition when use by CITY began, unless otherwise agreed upon in writing, ordinary wear and tear excepted. If CITY fails to remove all such structures or improvements within the thirty (30) day period, they shall become the property of UWM, but that will not relieve CITY of liability for the cost of their removal and restoration of the site.
- i. **Hazardous Materials.** CITY shall not, without prior written consent of the Dean of the Joseph J. Zilber School of Public Health, cause or permit, knowingly or unknowingly, any Hazardous Material(s) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at, in or upon the Facility or Furnishings. CITY shall protect, defend, and hold UWM harmless from all claims, liens, losses, damages, and expenses, including without limitation, administrative proceedings, and costs of remediation, clean-up, and detoxification arising out of CITY's breach of this environmental covenant or CITY's violation of any Environmental Regulations (defined below) during the term of this Agreement. The obligations of CITY hereunder shall survive the

termination of this Agreement.

“Hazardous Material(s)” means any hazardous, toxic, biological or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement (the “Environmental Regulations”), and shall include asbestos, petroleum products, and the terms “Hazardous Substance” and “Hazardous Waste” as defined in the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act (“RCRA”), as amended, 42 U.S.C. §6901 et seq., and all environmental protection statutes of the state and municipality in which the Facilities are located.

- j. **Chemicals.** CITY shall not, without prior written consent of the Dean of the Joseph J. Zilber School of Public Health cause or permit any chemical or other material subject to Chemical Facility Anti-Terrorism Standards (“CFATS”) to be brought or remain upon the Facilities. If UWM provides such written consent to CITY, CITY shall comply with all standards under CFATS and conditions imposed by UWM applicable to such chemicals.
- k. **Electronic Keys/Loss.** Electronic Keys shall be issued to CITY allowing access to the general entrance of the Facility and the Dedicated Area. UWM shall retain electronic keys in a secure location for emergency purposes. UWM assumes no liability or responsibility for the loss or damage of any data, inventory, equipment or supplies due to theft, mysterious disappearance, vandalism or any other cause.
1. **Insurance and Liability Responsibilities of CITY.** CITY is a municipal government and tax-exempt entity. As such, it is self-insured for purposes of workers compensation and liability insurance.
2. **Hold Harmless.** CITY agrees to protect, save, and keep harmless UWM, its officers, employees and agents, against any and all loss, cost, damage or expense of any kind or nature, for any damages occurring in connection with or in any way incidental to or arising out of the occupancy, use, operation, or undertaking pursued in the exercise of the rights granted in this Agreement, except to the extent such damage or loss is caused by UWM or its officers, employees or agents. UWM agrees to be responsible for the acts and omissions of its officers, employees, and agents consistent with the liability protection provided under Wisconsin Statute Sections 893.82 and 895.46(1).
3. **Payment by CITY.** CITY shall pay UWM a fee as detailed on Exhibit C for the use of the Dedicated Area and Furnishings on or before the Effective Date. The payment of such Fee shall be made annually on or before July 1, commencing July, 2012 by means of a check directed to:

University of Wisconsin-Milwaukee
c/o Division of Finance and Administrative Affairs
P.O. Box 413
Milwaukee, Wisconsin 53201-0413

4. **Effective Date.** The Effective Date of this Agreement shall be the later of (i) July 1, 2012 or (ii) the date on which CITY is granted access to the Dedicated Area.
5. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years unless terminated earlier under Section 6. below. The parties may agree to extend the Agreement in writing.
6. **Termination.** Either party may terminate this Agreement if the other party fails to observe or comply with any of the terms or conditions herein within thirty (30) days after being notified in writing by the non-breaching of such failure. In the event of termination under these conditions, UWM shall not return any Fees paid to date and the breaching party shall be responsible for all damages caused by its breach of this Agreement.
7. **Principal Place of Business.** CITY is prohibited from using any UWM address, including the address of the Facilities as its business address and must maintain a principle place of business separate and distinct from UWM at all times while this Agreement is in effect.
8. **Miscellaneous Provisions.**
 - a. This Agreement may be modified or amended by a written amendment signed by the authorized officer of UWM and an authorized officer of CITY. This Agreement may also be amended, in whole or in part, by such authorized officers to incorporate new terms, conditions, and stipulations as may be required by law or regulation.
 - b. It is the intent of the parties that no agency relationship results from this Agreement. CITY shall at all time refrain from any activity which may imply that it has authority as an agent of UWM. This license does not constitute UWM of State of Wisconsin Endorsement of CITY.
 - c. This Agreement contained the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and will be governed by the laws of the State of Wisconsin. This Agreement may be modified only in writing, signed by both Parties.

IN WITNESS WHEREOF, each Party has executed this Agreement as the date first indicated above.

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON
BEHALF OF THE UNIVERSITY OF WISCONSIN-MILWAUKEE**

Name:
Title:

Date

CITY OF MILWAUKEE

Name: Tom Barrett
Title: Mayor

Date

Name: Martin Matson
Title: Comptroller

Date

Name: Jim Owczarski
Title: City Clerk

Date

ACKNOWLEDGED:

Name: `_____
Title: _____

Date_____

EXHIBIT A
Diagram of Dedicated Area

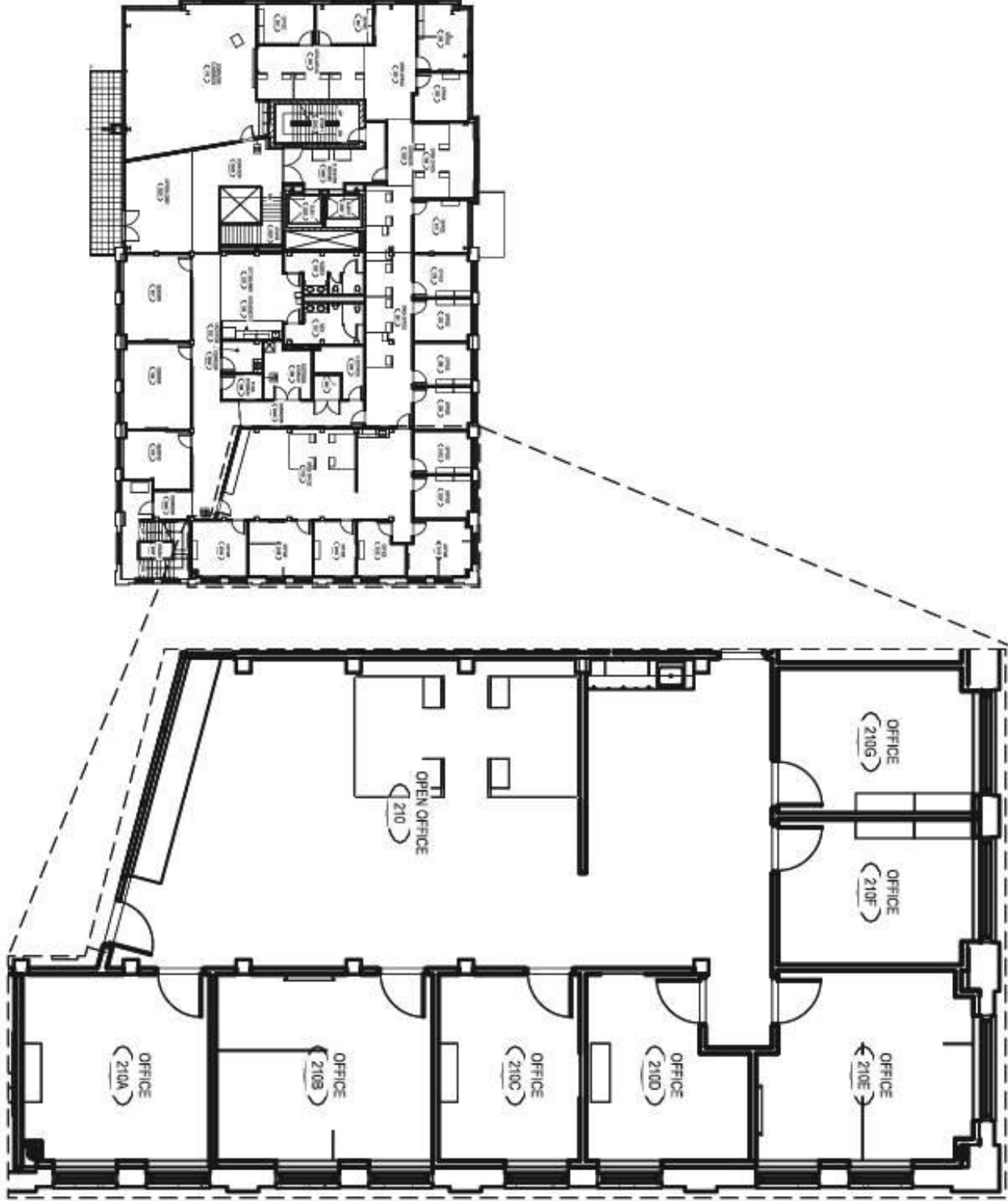


EXHIBIT B
Furnishings

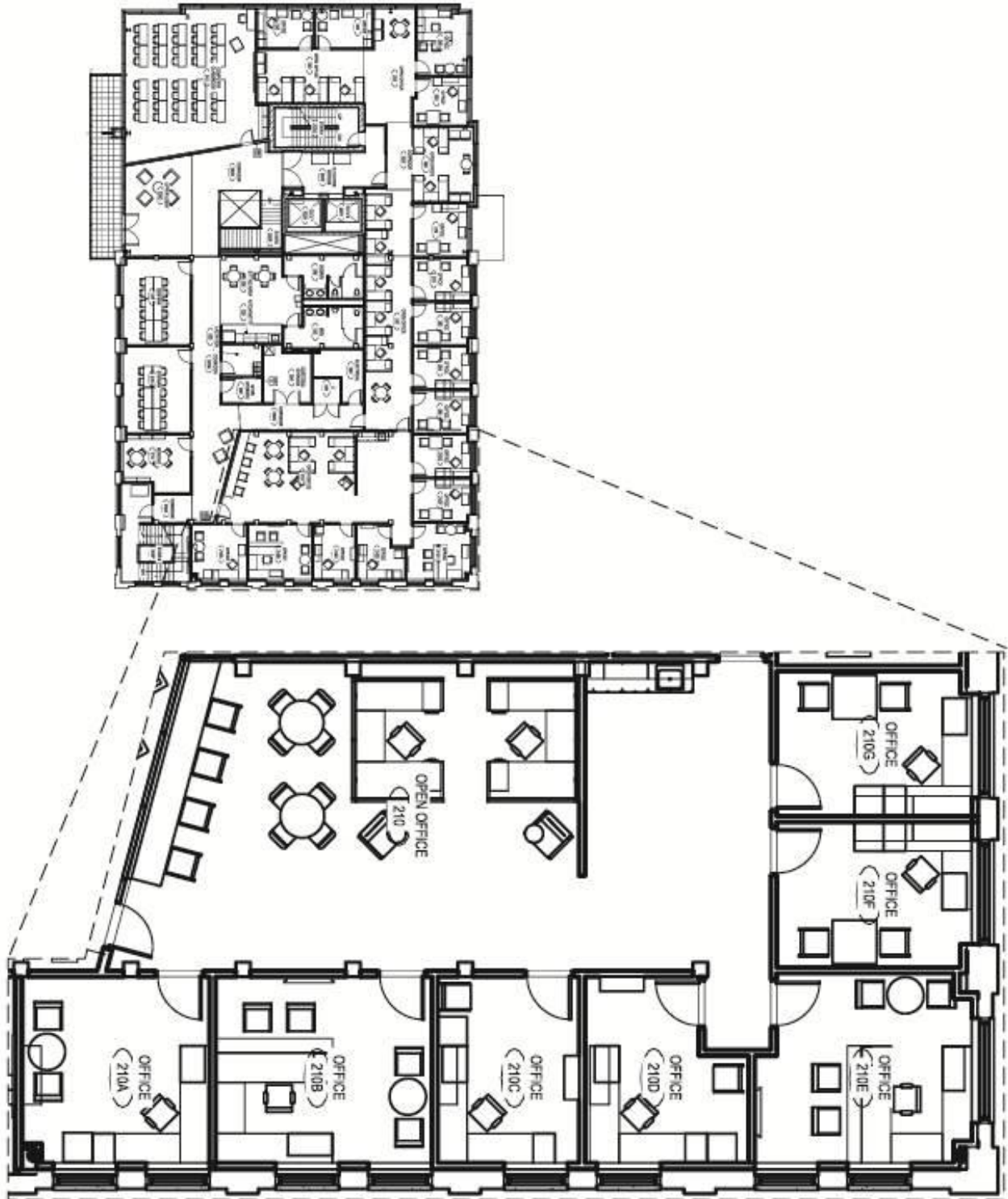


Exhibit C
Fees

Exhibit C

Schedule of Fees and Rent

Total Building Area	56,900
Leased Area	2,020
Add: proportionate share of common space	855
Rentable Square Feet	2,875
Percent of Total	5.05%

Capital Cost	
Building construction	\$10,662,564
FFE	\$667,000
FFE Classrooms	\$150,000
Less: City contribution to tenant improvements	(\$200,000)
Soft Costs	\$1,587,543
	\$12,867,107

Amortization of Capital Costs	
Amount Amortized	\$ 12,867,107
Term (Years)	20
Interest Rate	4.50%
Annual Payments	\$989,174
Rent: (Health Dept Share of Capital Costs)	\$49,980
Less: Credit for City of Milwaukee Up Front Contribution (Rent capped at \$40,000 for each of the first five years)	(\$9,980)
Adjusted Rent - 1st Five Years	\$40,000

Add: Operating Costs (Estimated)	
Electric Power	\$ 100,000
Heat	\$ 120,000
Insurance	
Mgmt/Custodial	\$ 70,000
Trash Pickup	\$ 30,000
Snow Removal	\$ 20,000
Landscaping	\$ 20,000
Maintenance	\$ 40,000
	\$ 400,000
Total operating Costs	\$ 400,000
Health Dept Share of Operating Costs	\$ 20,211

UW-MILWAUKEE SCHOOL OF PUBLIC HEALTH

<u>RM. NM</u>	<u>ASF</u>	<u>Unassignable</u>	<u>RM. TYPE</u>	<u>DEPT.</u>
100A			Corridor	Corridor
100B			Corridor	Corridor
100C			Vestibule	Vestibule
100D			Entry	Entry
100E			Elevator Access	Elevator Access
100F			Corridor	Corridor
100G			Vestibule	Vestibule
100H			Corridor	Corridor
100J			Corridor	Corridor
100P			Stair 2	Stairwell
100Q			Stair 1	Stairwell
100R			Lobby Stair	Stairwell
100X			Elevator	Elevator
100Y			Elevator	Elevator
105		196	Utilities	Utilities
109	613		Classroom	Classroom
110	657		Classroom	Classroom
116	89		Vend.	Vend.
118			Bathroom	Bathroom
119	532		Classroom	Classroom
122			M. Bathroom	M. Bathroom
128			W. Bathroom	W. Bathroom
129	612		Classroom	Classroom
132		35	Janitor	Janitor
135			Lobby	Lobby
145		931	Commons	Commons
150	691		Teaching Kitchen	Classroom
156	482		Fitness Room	Classroom
156A	143		Fitness M. Shower	Class Support
156B	143		Fitness W. Shower	Class Support
166		176	Trash and Receiving	Unassigned
174			Elec Closet	Unassigned
178		282	Electrical	Unassigned
178A			Electrical	Unassigned
184			Break Room	Unassigned
184A		70	Bathroom	Unassigned
190	624		Classroom	Classroom
195		139	Telecom.	Telecom.
200A			Corridor	Corridor
200B			Corridor	Corridor
200C			Lobby	Lobby
200D			Corridor	Corridor
200E			Elevator Access	Elevator Access

200F			Corridor	Health Policy & Admin.
200G			Corridor	Corridor
200P			Stair 2	Stairwell
200Q			Stair 1	Stairwell
200R			Lobby Stair	Stairwell
200X			Elevator	Elevator
200Y			Elevator	Elevator
215	198		Reading	Classroom
222		68	Lac.	Unassigned
223	324		Seminar	Classroom
226	150		Sitting Area	Sitting Area
227	329		Seminar	Classroom
228	75		Kitchenette	Kitchenette
232			M. Bathroom	M. Bathroom
236			W. Bathroom	W. Bathroom
240	1028		Computer Class	Classroom
250	262		Lab	Health Policy & Admin.
252	104		Office	Health Policy & Admin.
253	104		Workstations	Health Policy & Admin.
254	134		Office	Health Policy & Admin.
258	194		Office	Health Policy & Admin.
262	141		Office	Health Policy & Admin.
266	253		Lab	Health Policy & Admin.
272	158		Office	Health Policy & Admin.
278	135		Office	Health Policy & Admin.
280	135		Office	Health Policy & Admin.
281	313		Lab	Health Policy & Admin.
286	135		Office	Health Policy & Admin.
288	135		Office	Health Policy & Admin.
290			Electrical	Electrical
291	428		Open Work	Health Department
291A	125		Office	Health Department
291B	136		Office	Health Department
291C	194		Office	Health Department
291D	130		Office	Health Department
291E	130		Office	Health Department
291F	194		Office	Health Department
291G	194		Office	Health Department
292			IT	Unassigned
294		142	Storage	Unassigned
298		54	Storage	Unassigned
300A			Corridor	Epidemiology & Behavioral Health
300B			Corridor	Epidemiology & Behavioral Health
300C			Corridor	Epidemiology & Behavioral Health
300D			Corridor	Epidemiology & Behavioral Health

300E			Elevator Access	Elevator Access
300F			Corridor	Epidemiology & Behavioral Health
300G			Corridor	Epidemiology & Behavioral Health
300P			Stair 2	Stairwell
300Q			Stair 1	Stairwell
300X			Elevator	Elevator
300Y			Elevator	Elevator
309	150		Office	Epidemiology & Behavioral Health
315	135		Office	Epidemiology & Behavioral Health
317	135		Office	Epidemiology & Behavioral Health
323	135		Office	Epidemiology & Behavioral Health
325	315		Office	Epidemiology & Behavioral Health
326	425		Sitting Area	Epidemiology & Behavioral Health
328	75		Kitchenette	Epidemiology & Behavioral Health
332			M. Bathroom	M. Bathroom
336			W. Bathroom	W. Bathroom
337	166		Support	Epidemiology & Behavioral Health
341	185		Office	Epidemiology & Behavioral Health
345	491		Conference	Epidemiology & Behavioral Health
348	138		Office	Epidemiology & Behavioral Health
352	136		Office	Epidemiology & Behavioral Health
356	135		Office	Epidemiology & Behavioral Health
360	326		Conference	Epidemiology & Behavioral Health
364	142		Office	Epidemiology & Behavioral Health
368	219		Office	Epidemiology & Behavioral Health
372	160		Office	Epidemiology & Behavioral Health
376	135		Office	Epidemiology & Behavioral Health
378	135		Office	Epidemiology & Behavioral Health
382	135		Office	Epidemiology & Behavioral Health
384	135		Office	Epidemiology & Behavioral Health
387	105		Break-Out	Epidemiology & Behavioral Health
388	135		Office	Epidemiology & Behavioral Health
390	135		Office	Epidemiology & Behavioral Health
392	188		Conference	Epidemiology & Behavioral Health
393	1550		Open Space	Epidemiology & Behavioral Health
394		127	Telecom.	Telecom.
396	215		Storage	Epidemiology & Behavioral Health
398	72		Storage	Epidemiology & Behavioral Health
400A			Corridor	Community & Behavioral Health
400B			Corridor	Community & Behavioral Health
400C			Corridor	Community & Behavioral Health
400D			Corridor	Community & Behavioral Health
400E			Elevator Access	Elevator Access
400F			Corridor	Community & Behavioral Health
400G			Corridor	Community & Behavioral Health

400P			Stair 2	Stairwell
400Q			Stair 1	Stairwell
400X			Elevator	Elevator
400Y			Elevator	Elevator
402	404		Lab 7	Community & Behavioral Health
406	187		INT./OB.	Community & Behavioral Health
409	150		Office	Community & Behavioral Health
415	135		Office	Community & Behavioral Health
417	135		Office	Community & Behavioral Health
423	135		Office	Community & Behavioral Health
425	135		Office	Community & Behavioral Health
426	150		Sitting Area	Community & Behavioral Health
428	75		Kitchenette	Community & Behavioral Health
432			M. Bathroom	M. Bathroom
436			W. Bathroom	W. Bathroom
437	166		Support	Community & Behavioral Health
441	185		Office	Community & Behavioral Health
444	124		Resource	Community & Behavioral Health
445	158		Office	Community & Behavioral Health
447	284		Conference	Community & Behavioral Health
448	138		Office	Community & Behavioral Health
452	136		Office	Community & Behavioral Health
456	135		Office	Community & Behavioral Health
460	401		Lab 1	Community & Behavioral Health
468	403		Lab 2	Community & Behavioral Health
470	400		Lab 3	Community & Behavioral Health
476	399		Lab 4	Community & Behavioral Health
484	371		Lab 5	Community & Behavioral Health
485	188		INT./OB.	Community & Behavioral Health
486	410		Lab 6	Community & Behavioral Health
487	266		Conference	Community & Behavioral Health
490		128	Elec.	Elec.
491	78		INT./OB.	Community & Behavioral Health
493	77		INT./OB.	Community & Behavioral Health
495	77		INT./OB.	Community & Behavioral Health
496	215		Storage	Community & Behavioral Health
498	72		Storage	Community & Behavioral Health
499	76		INT./OB.	Community & Behavioral Health
500A			Corridor	Corridor
500B			Corridor	Corridor
500C			Corridor	Corridor
500D			Corridor	Corridor
500E			Elevator Access	Elevator Access
500F			Corridor	Corridor
500G			Corridor	Corridor

500P			Stair 2	Stairwell
500Q			Stair 1	Stairwell
500X			Elevator	Elevator
500Y			Elevator	Elevator
503	138		Office	Administration
505	119		Office	Administration
508	447		Business Center	Administration
509	135		Fin.	Administration
515	209		Assoc. Dean	Administration
516	240		Student Receptions	Administration
520	120		AA	Administration
521	146		DM	Administration
522	120		Marketing	Administration
527	197		Assist. Dean	Administration
530	240		Main Reception	Administration
531	150		H.R.	Administration
535	261		Dean	Administration
540	155		GPM	Administration
544	155		R.M.	Administration
550	247		Conference	Administration
554	548		Conference	Administration
560	1447		Centers / Hoteling	Unassigned
569			Elevator Control	Elevator Control
572			W. Bathroom	W. Bathroom
576			M. Bathroom	M. Bathroom
580		39	Janitors Closet	Unassigned
582	55		Storage	Unassigned
585		127	Telecom.	Telecom.
590	1506		Unassigned	Unassigned
595		323	IT	Administration
597			IT	Administration
TOTAL	29732	2837	Note this number is not the total as the grey spaces above are not measu	
	ASF	Non ASF		

 To Be Confirmed

ired yet



City of Milwaukee Fiscal Impact Statement

A

Date May 2, 2012 **File Number** 111723

Subject Substitute resolution relative to the space agreement between the City of Milwaukee and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, Joseph J. Zilber School of Public Health.

B

Submitted By (Name/Title/Dept./Ext.) Yvette M. Rowe, Business Operations Manager-Health, X3997

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.

G

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages		\$	\$
Supplies/Materials		\$	\$
Equipment		\$	\$
Services		\$	\$
Other			
TOTALS		\$	\$

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 _____

1-3 Years 3-5 Years _____

1-3 Years 3-5 Years _____

I

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

J

Additional information.

\$40,000 Appropriation Adopted in the 2012 Budget in Special Funds Acct. #R394



Legislation Details (With Text)

File #: 111405 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 2/7/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing a Purchase, Sale and Development Agreement for the East Library at 1910 East North Avenue with HSI Properties, LLC to approve sale of the property, redevelopment of a mixed-use building and acquisition of the new East Library condominium unit, in the 3rd Aldermanic District.

Sponsors: ALD. KOVAC, ALD. HAMILTON, ALD. COGGS

Indexes: AGREEMENTS, PROPERTY SALES, PUBLIC LIBRARY

Attachments: Proposed Substitute A, City Plan Commission Letter, Revised Land Disposition and Acquisition Report, Land Disposition and Acquisition Report, Purchase, Sale and Development Agreement-Final, Fiscal Impact Statement, PowerPoint Presentation, Hearing Notice List, Hearing Notice List 3/27/12 Mtg, Hearing Notice List 5/9/12

Date	Ver.	Action By	Action	Result	Tally
2/7/2012	0	COMMON COUNCIL	ASSIGNED TO		
2/9/2012	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
3/2/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/7/2012	0	PUBLIC WORKS COMMITTEE			
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/26/2012	1	CITY CLERK	Sponsor added		
3/27/2012	1	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111405
Version
SUBSTITUTE 1
Reference

Sponsor
ALD. KOVAC, ALD. Hamilton, and ALD. Coggs
Title
Substitute resolution authorizing a Purchase, Sale and Development Agreement for the East Library at 1910 East North Avenue with HSI Properties, LLC to approve sale of the property, redevelopment of a mixed-use building and acquisition of the new East Library condominium unit, in the 3rd Aldermanic District.
Analysis

This substitute resolution authorizes sale of the City-owned East Library at 1910 East North Avenue for redevelopment and approves the acquisition of a new East Library Condominium according to the conditions in a Land Disposition and Acquisition Report.
Body

Whereas, The Milwaukee Public Library ("MPL"), with assistance from the Department of City Development ("DCD"), published a Request for Proposal ("RFP") for the sale and redevelopment of the City of Milwaukee ("City") East Library at 1910 East North Avenue; and

Whereas, The RFP offered the current library property for sale at a nominal cost in exchange for a redevelopment that will provide the shell for a new East Library at no cost to the City under established conditions and that will include a secondary use that will complement MPL patrons, the East North Avenue Business District and East Side residents; and

Whereas, Three conceptual proposals were received before the established deadline and were presented to the MPL Board of Trustees and the public for comment after which the MPL Board of Trustees requested that the three developers prepare more detailed submissions for MPL review and selection; and

Whereas, After a public meeting on the revised submittals, the MPL Board of Trustees selected the proposal submitted by HSI Properties, LLC ("HSI") as the development proposal that best met MPL and community needs and City redevelopment requirements as summarized in a Land Disposition and Acquisition Report, a copy of which is attached to this Common Council File; and

Whereas, The City Attorney's Office, with input from MPL and DCD staff, has negotiated a Purchase, Sale and Development Agreement with HSI to outline the conditions for sale, HSI redevelopment obligations, including detailed requirements for the future East Library condominium unit, and the terms for conveyance of the new East Library Condominium to the City; and

Whereas, The City Plan Commission has approved the design for the New East Library and the future acquisition of the new East Library Condominium; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the development proposal submitted by HSI Properties, LLC for the City-owned East Library at 1910 East North Avenue is accepted; and, be it

Further Resolved, That the Commissioner of DCD, or designee, is authorized to execute the Purchase, Sale and Development Agreement with HSI, or assigns, and to close the transaction according to the terms of the Land Disposition and Acquisition Report, including execution of any needed easements and releases of deed restrictions; and, be it

Further Resolved, That upon creation of the future condominium at the property, the City is authorized to accept title to the East Library Condominium from HSI; and, be it

Further Resolved, That the nominal purchase price shall be used to reimburse the Redevelopment Authority of the City of Milwaukee for expenses related to the property sale and reacquisition with any remaining funds to be deposited in the Library Fund.

Drafter

DCD/Real Estate

EMM:bmm

03/21/12

..Number
111405
..Version
PROPOSED SUBSTITUTE A
..Reference

..Sponsor
ALD. KOVAC, HAMILTON AND COGGS

..Title
Substitute resolution authorizing a Purchase, Sale and Development Agreement for the East Library at 1910 East North Avenue with HSI Properties, LLC to approve sale of the property, redevelopment of a mixed-use building and acquisition of the new East Library condominium unit, in the 3rd Aldermanic District.

..Analysis
This substitute resolution authorizes the sale of the City-owned East Library at 1910 East North Avenue for redevelopment and approves the acquisition of a new East Library Condominium according to the conditions in a Land Disposition and Acquisition Report. This resolution also authorizes an Option to Purchase for the new East Library Condominium in the event the unit becomes surplus to municipal needs according to the conditions in the Purchase, Sale and Development Agreement.

..Body
Whereas, The Milwaukee Public Library ("MPL") with assistance from the Department of City Development ("DCD") published a Request for Proposal ("RFP") for the sale and redevelopment of the City of Milwaukee ("City") East Library at 1910 East North Avenue; and

Whereas, The RFP offered the current library property for sale at a nominal cost in exchange for a redevelopment that will provide the shell for a new East Library at no cost to the City under established conditions and that will include a secondary use that will complement MPL patrons, the East North Avenue Business District and East Side residents; and

Whereas, Three conceptual proposals were received before the established deadline and were presented to the MPL Board of Trustees and the public for comment after which the MPL Board of Trustees requested that the three developers prepare more detailed submissions for MPL review and selection; and

Whereas, After a public meeting on the revised submittals, the MPL Board of Trustees selected the proposal submitted by HSI Properties, LLC ("HSI") as the development proposal that best met MPL and community needs and City redevelopment requirements as summarized in a Land Disposition and Acquisition Report, a copy of which is attached to this Common Council File; and

Whereas, The City Attorney's Office, with input from MPL and DCD staff, has negotiated a Purchase, Sale and Development Agreement with HSI to outline the conditions for sale, HSI redevelopment obligations, including detailed requirements for the future East Library condominium unit, the terms for conveyance of the new East Library Condominium to the City and an Option to Purchase with HSI in the event the new East Library Condominium becomes surplus to municipal needs under specified conditions; and

Whereas, The City Plan Commission has approved the design for the New East Library and the future acquisition of the new East Library Condominium; now,

therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the development proposal submitted by HSI Properties, LLC for the City-owned East Library at 1910 East North Avenue is accepted; and, be it

Further Resolved, That the Commissioner of DCD, or designee, is authorized to execute the Purchase, Sale and Development Agreement with HSI, or assigns, and to close the transaction according to the terms of the Land Disposition and Acquisition Report, including execution of any needed easements and releases of deed restrictions; and, be it

Further Resolved, That upon creation of the future condominium unit at the property, the City is authorized to accept title to the East Library Condominium from HSI; and, be it

Further Resolved, That the nominal purchase price shall be used to reimburse the Redevelopment Authority of the City of Milwaukee for expenses related to the property sale and reacquisition with any remaining funds to be deposited in the Library Fund; and, be it

Further Resolved, That in the event the Common Council declares the East Library Condominium surplus to municipal needs, the Purchase, Sale and Development Agreement provides an Option to Purchase with HSI Properties or certain successors; and, be it

Further Resolved, That if the Option to Purchase is exercised, the Commissioner of DCD, or designee, is authorized to take steps outlined in the Option to Purchase to negotiate the purchase price and to execute the required legal documents to convey title without additional consideration by the Common Council and after which the net sale proceeds will be deposited with the Library Fund.

..Drafter
DCD/Real Estate
EMM:bmm
05/03/12

March 21, 2012

To the Honorable Members of the
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 111405 authorizes a Purchase, Sale and Redevelopment Agreement for the East Library located at 1910 East North Avenue with HSI Properties, LLC, in the 3rd Aldermanic District. The City Plan Commission's review was specific to the design and location of "public buildings," which in this case, was limited to the public library portion of the building.

The City Plan Commission at its regular meeting on February 27, 2012, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Bunkie Miller, Real Estate

LAND DISPOSITION & ACQUISITION REPORT

COMMON COUNCIL OF THE CITY OF MILWAUKEE

DATE

March 27, 2012

RESPONSIBLE STAFF

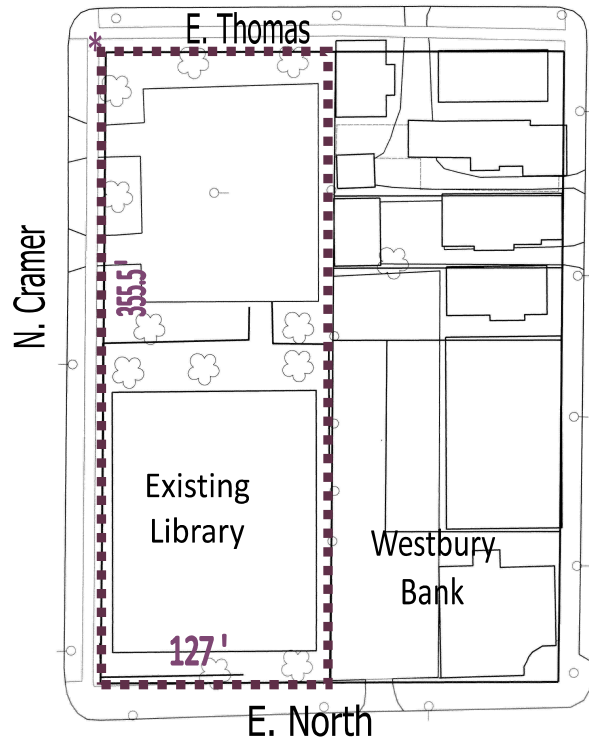
Paula Kiely, Library Director and Elaine Miller, DCD Real Estate Manager

PROPERTY & BACKGROUND

1910 East North Avenue, MPL's East Library Branch: A 45, 149 SF site improved with a 15,000 SF branch library constructed in 1967. If not redeveloped, the building would require a major upgrade of the HVAC system.

In line with MPL's strategic plan and the City's Northeast Area Plan, a Request for Proposal was issued in July 2011 for conceptual proposals for a private development partner that would in part:

- Acquire the property at minimal cost in exchange for a mixed-use development that a new East Library branch
- Meet MPL's requirements for a modern library with a highly visible, ground-floor location, easily accessible parking and a single public entry point.
- Create a two-unit condominium and convey the East Library shell to the City at no cost
- Provide a signature design that reflects 21st century architecture and public library service and that would conform to the new East Side Architectural Review Board guidelines.
- Provide a secondary use that would contribute to the East Side Business District and surrounding residential neighborhoods
- Compliance with City policies for payment of prevailing wages and SBE participation.
- Provide space for a temporary library at its cost at a ground-level location within one-half mile.



* including excess right of way recently vacated

DEVELOPER & DESIGN SELECTION

Three conceptual proposals were received and presented to MPL and the public for review and comment: Stone House Development, Gorman & Company and HSI Properties.

An Advisory Panel consisting of representatives from MPL, DCD the East Side BID, UWM School of Architecture and the neighborhood conducted the preliminary review. The panel recommended that all three parties submit formal proposals for MPL's evaluation. MPL invited the three parties to refine their proposal and to make changes suggested by the Advisory Panel, the MPL Board of Trustees, and the public.

Refined proposals were presented to the MPL Building & Development Committee at a public meeting in November. The committee recommended selection of the HSI proposal, a recommendation that was approved by the MPL Board of Trustees conditioned on some design modifications. The Board authorized negotiation of a Purchase, Sale and Development Agreement for presentation to MPL and the Common Council.

The design was revised as requested by MPL. The design has been conditionally approved by the East Side Architectural Review Board. Additional approval is need for material selection, landscaping, street improvements and signage. A site rezoning to the new LB3 category is being presented to the Council to ensure appropriate zoning for the financing application.

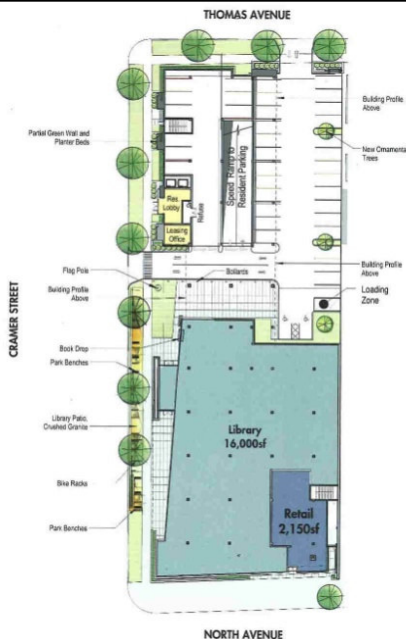
DEVELOPER

HSI Properties, LLC, was the developer selected by the MPL Board of Trustees to design and construct the project. The company has created HSI East Library Residential, LLC to purchase the property and develop the project

HSI is a development company created in 2009 by Ryan Schultz and Brett Haney. Projects include the Derse facility in the Menomonee Valley Business Park, the Enclave Luxury Apartments in Wauwatosa and the Junior Achievement Kohl's Education Center. Another team member will be Blair Williams of WIRED Properties, who may be a member of the new LLC as well as a development consultant. Engberg Anderson is the project architect.

PROPERTY REDEVELOPMENT

Demolition of the existing structure and construction of "The Standard," a new, four-story building. The East Library and approximately 2,150 SF of commercial space will be located on the ground level. The upper floors will provide 99, market-rate rental apartments. Parking will be a mix of surface, enclosed and underground spaces. The preliminary designed has been conditionally approved by East Side Architectural Review Board subject to approval of final materials, signage and public improvements.



The East Library will have a highly visible, prominent location at the corner of North Avenue and Cramer Street, as required by MPL. The branch will contain approximately 16,000 SF of the ground floor, which is slightly larger than the current library. MPL will also have areas for building mechanicals in the building and on the roof. Library parking will be provided by 30 surface spaces and nine enclosed spaces.

Construction will be according to MPL construction specifications. A single library entry will be provided on Cramer for easy access from North Avenue and the parking area. A central passage on the building ground floor will provide access to the parking area as well as outdoor open space for library use. A key design element is the incorporation of the stained glass windows in the current building that were commissioned as art for the East Library.

The major secondary use is a 99-unit apartment on the upper levels. The apartments will be primarily one-bedroom with some two bedroom and studio units. The units will be market-rate rental units that will target the young professionals that are attracted to the East Side. The building lobby will face Cramer Street and a 113-car underground garage will serve the apartments with access shared with the library lot from either Cramer or Thomas, which minimizes curb cuts. Many units will have balconies or will be recessed in bays that will animate the street façade. Resident amenities include a green roof terrace above the library, a common room and an exercise room.



**FIRST
RESIDENT LEVEL**

View from Thomas & Cramer

North Avenue Frontage

The ground floor will include approximately 2,150 SF of ground floor commercial space. This space fronts North Avenue and provides a business connection to the East Side Business Improvement District. Use will be restricted slightly to prohibit conflict with library patrons such as tavern use, adult entertainment or animal related uses.

Total development costs are estimated to be \$14.86 million. HSI intends to finance the project with a loan guarantee from the US Department of Housing and Urban Development (HUD) – the Section 221(d)(4) program. The mortgage will be facilitated by Grandbridge Real Estate Capital, LLC, which has participated with HSI on the Enclave Apartments. Because the library component constitutes a “public work,” HSI will pay prevailing wages on the library component of the project and possibly the full building. HSI will also make best efforts for the City’s Small Business Enterprise participation.

PURCHASE, SALE & DEVELOPMENT AGREEMENT

A Purchase, Sale & Development Agreement has been negotiated with HSI by MPL, DCD and the City Attorney to outline the full project for initial conveyance to acquisition of a new library and completion of the full building. A key component of the Agreement is to define the project as a "public work" because of the future acquisition of a public facility from a private developer. The document outlines prevailing wage, open record and audit requirements that are required of all municipal projects. The Agreement details MPL's construction requirements for the new facility.

The "consideration" will be a nominal \$20,000 initial purchase price plus future conveyance of a Library Condominium in a "gray box" condition and provision of a temporary library during construction. The project is designed to be cost neutral to the City with the exception of future interior build out by MPL. The minimal price is expected to cover the City's sale and repurchase expenses.

The Agreement provides a flexible period for closing with HSI to allow for the HUD loan guarantee application and review. HSI must submit the preliminary application to HUD on or before June 29, 2012, which period will allow HSI time to complete its due diligence activities as well as prepare the application. HUD is expected to issue an "invitation" for a formal application within 90 days. The Section 221(d)(4) application is quite detailed and requires submission of construction plans and specifications that are 90% complete. HSI must report periodically to the Library Director on the HUD application and review process. A closing would occur within 90 days of the HUD's guarantee approval, but no later than May 31, 2013. The Library Director may extend this period based on documented delays by HUD during the review process or due to delays with construction plan preparation.

In the event HUD rejects the loan guarantee application, HSI shall have the option to pursue alternate financing for six months. Upon receipt of a preliminary financing commitment, HSI shall have 90 additional days to close the transaction. This period may also be extended by the Library Director based on favorable progress to obtain needed financing.

Conveyance terms will be similar to other City transactions. The buyer cannot be in violation of the City's General Buyer Policies for tax delinquency, code violations, etc. and the property will be conveyed on an "as is, where is" basis. The deed will prohibit the buyer or successors from applying to the City for tax-exempt property status.

HSI shall provide a 5,000 SF minimum space for a temporary East Library within one-half mile of the current facility and subject to approval by the Library Director. The Agreement provides a four-month period following closing for MPL to make minor improvements to the space and obtain computer and telecommunication services.

The Agreement anticipates a 10-month period following commencement to complete the building shell. MPL will finish the library interior, which is expected to take approximately six months. Full building completion should be done within 20 months following the initial closing.

LIBRARY REACQUISITION

After completion of the building shell, a two unit condominium will be created: the City Library unit and the HSI unit with both entities have equal votes on condominium ownership and management matters. MPL and the City Attorney will negotiate the condominium declaration with HSI and will present the document to the Council for approval. HSI is permitted to divide its unit into separate residential and retail components because of financing requirements.

The library condominium will be conveyed to the City at no cost to the City other than customary closing costs. Closing costs may be paid from any purchase price not needed for initial sale expenses and that will be held by DCD until the second closing. After acquisition, MPL will complete the interior finish of the library. MPL issued a Request for Qualifications for architectural services for the interior build-out and is in the review and selection process.

FUTURE REDEVELOPMENT

The Purchase, Sale and Development Agreement addresses the event that the Library condominium is no longer needed for municipal purposes. If the unit is declared surplus by the Common Council while the limited liability company created by HSI still owns its condominium unit, HSI shall have an option to purchase the unit based on independent appraisals of the library unit. Each party would obtain an appraisal and negotiate the price. If agreement cannot be reached, the value would be established by a third appraisal. Sale proceeds would be returned to the Library Fund.

LAND DISPOSITION & ACQUISITION REPORT

COMMON COUNCIL OF THE CITY OF MILWAUKEE

DATE

March 27, 2012

RESPONSIBLE STAFF

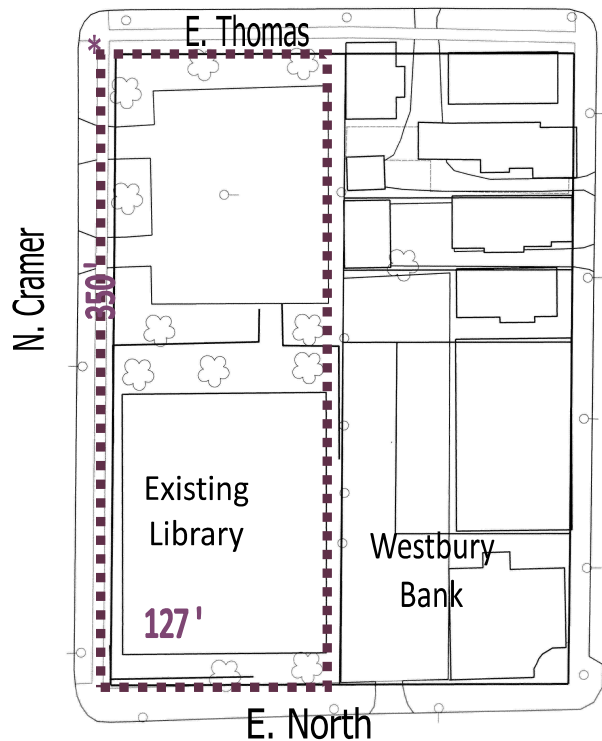
Paula Kiely, Library Director, and Elaine Miller, DCD Real Estate Manager

PROPERTY & BACKGROUND

1910 East North Avenue, MPL's East Library Branch: A 44,450 SF site improved with a 15,000 SF branch library constructed in 1967. If not redeveloped, the building would require a major upgrade of the HVAC system.

In line with MPL's strategic plan and the City's Northeast Area Plan, a Request for Proposal was issued in July 2011 for conceptual proposals for a private development partner that would in part:

- Acquire the property at minimal cost in exchange for a mixed-use development that includes a new East Library branch
- Meet MPL's requirements for a modern library with a highly visible, ground-floor location, easily accessible parking and a single public entry point.
- Create a two-unit condominium and convey the East Library shell to the City at no cost
- Provide a signature design that reflects 21st century architecture and public library service and that would conform to the new East Side Architectural Review Board guidelines.
- Provide a secondary use that would contribute to the East Side Business District and surrounding residential neighborhoods
- Compliance with City policies for payment of prevailing wages and SBE participation.
- Provide space for a temporary library at its cost at a ground-level location within one-half mile.



* Five feet of excess right of way has been vacated

DEVELOPER & DESIGN SELECTION

Three conceptual proposals were received and presented to MPL and the public for review and comment: Stone House Development, Gorman & Company and HSI Properties.

An Advisory Panel consisting of representatives from MPL, DCD the East Side BID, UWM School of Architecture and the neighborhood conducted the preliminary review. The panel recommended that all three parties submit formal proposals for MPL's evaluation. MPL invited the three parties to refine their proposal and to make changes suggested by the Advisory Panel, the MPL Board of Trustees and the public.

Refined proposals were presented to the MPL Building & Development Committee at a public meeting in November. The committee recommended selection of the HSI proposal, a recommendation that was approved by the MPL Board of Trustees conditioned on some design modifications. The Board authorized negotiation of a Development Agreement for presentation to MPL and the Common Council.

The design was revised as requested by MPL. The design has been conditionally approved by the East Side Architectural Review Board. Additional approval is need for material selection, landscaping, street improvements and signage.

DEVELOPER

HSI Properties, LLC, was the developer selected by the MPL Board of Trustees to design and construct the project. The company has created HSI East Library Residential, LLC to purchase the property and develop the project

HSI is a development company created in 2009 by Ryan Schultz and Brett Haney. Projects include the Derse facility in the Menomonee Valley Business Park, the Enclave Luxury Apartments in Wauwatosa and the Junior Achievement Kohl's Education Center. Another team member will be Blair Williams of WiRED Properties, who may be a member of the new LLC as well as a development consultant. Engberg Anderson is the project architect.

PROPERTY REDEVELOPMENT

The project involves demolition of the existing structure and construction of "The Standard," a new, four-story building. The East Library and approximately 2,150 SF of commercial space will be located on the ground level. The upper floors will provide 92, market-rate rental apartments. Parking will be a mix of surface, enclosed and underground spaces. The preliminary designed has been conditionally approved by East Side Architectural Review Board subject to approval of final materials, signage and public improvements.



The East Library will have a highly visible, prominent location at the corner of North Avenue and Cramer Street, as required by MPL. The branch will contain approximately 16,000 SF of the ground floor, which is slightly larger than the current library. MPL will also have areas for building mechanicals in the building and on the roof. Library parking will be provided by 30 surface spaces and nine enclosed spaces.

Construction will be according to MPL construction specifications. A single library entry will be provided on Cramer for easy access from North Avenue and the parking area. A central passage on the building ground floor will provide access to the parking area as well as outdoor open space for library use. A key design element is the incorporation of the stained glass windows in the current building that were commissioned as art for the East Library.

The major secondary use is a 92-unit apartment on the upper level. The apartments will be primarily one-bedroom with some two bedroom and studio units. The units will be market-rate rental units that will target the young professionals that are attracted to the East Side. The building lobby will face Cramer Street and a 113-car underground garage will serve the apartments with access shared with the library lot from either Cramer or Thomas, which minimizes curb cuts. Many units will have balconies or will be recessed in bays that will animate the street façade. Resident amenities include a green roof terrace above the library, a common room and an exercise room.



The ground floor will include approximately 2,150 SF of ground floor commercial space. This space fronts North Avenue and provides a business connection to the East Side Business Improvement District. Use will be restricted slightly to prohibit conflict with library patrons such as tavern use, adult entertainment or animal related uses.

Total development costs are estimated to be \$14.86 million. HSI intends to finance the project with a loan guarantee from the US Department of Housing and Urban Development (HUD) – the Section 221(d)(4) program. The mortgage will be facilitated by Grandbridge Real Estate Capital, LLC, which has participated with HSI on the Enclave Apartments. Because the library component constitutes a “public work,” HSI will pay prevailing wages on the library component of the project and possibly the full building. HSI will also make best efforts for the City’s Small Business Enterprise participation.

PURCHASE, SALE & DEVELOPMENT AGREEMENT

A Purchase, Sale & Development Agreement has been negotiated with HSI by MPL, DCD and the City Attorney to outline the full project for initial conveyance to acquisition of a new library and completion of the full building. A key component of the agreement is to define the project as a "public work" because of the future acquisition of a public facility from a private developer. The document outlines prevailing wage, open record and audit requirements that are required of all municipal projects. The agreement details MPL's construction requirements for the new facility.

The "consideration" will be a nominal \$20,000 initial purchase price plus future conveyance of a Library Condominium in a "gray box" condition and provision of a temporary library during construction. The project is designed to be cost neutral to the City with the exception of future interior build out by MPL. The minimal price is expected to cover the City's sale and repurchase expenses.

The agreement provides a flexible period for closing with HSI to allow for the HUD loan guarantee application and review. HSI must submit the preliminary application to HUD on or before May 30, 2012, which period will allow HSI time to complete its due diligence activities as well as prepare the application. HUD is expected to issue an "invitation" for a formal application within 90 days. The Section 221(d)(4) application is quite detailed and will require submission of construction plans and specifications that are 90% complete. HSI must report periodically to the Library Director on the HUD application and review process. A closing would occur within 90 days of the HUD's guarantee approval, but no later than May 31, 2013. The Library Director may extend this period based on documented delays by HUD during the review process or due to delays with construction plan preparation.

In the event HUD rejects the loan guarantee application, HSI shall have the option to pursue alternate financing for six months. Upon receipt of a preliminary financing commitment, HSI shall have 90 additional days to close the transaction. This period may also be extended by the Library Director based on favorable progress to obtain needed financing.

Conveyance terms will be similar to other City transactions. The buyer cannot be in violation of the City's General Buyer Policies for tax delinquency, code violations, etc. and the property will be conveyed on an "as is, where is" basis. The deed will prohibit the buyer or successors from applying to the City for tax-exempt property status.

HSI shall provide a 5,000 SF minimum space for a temporary East Library within one-half mile of the current facility and subject to approval by the Library Director. The agreement provides a four-month period following closing for MPL to make minor improvements to the space and obtain computer and telecommunication services.

The Agreement anticipates a nine to 12-month period following conveyance of the property to complete the building shell. MPL will finish the library interior, which is expected to take approximately ten months. Full building completion should be done within 20 months following the initial closing. If HUD approvals are received in a timely manner, the new East Library should open in early 2015. If multiple financing methods need to be pursued, the library opening would be delayed until 2016.

LIBRARY REACQUISITION

After completion of the building shell, a two unit condominium will be created: the City Library Unit and the HSI unit. MPL and the City Attorney will negotiate the condominium declaration with HSI and will present the document to the Council for approval.

The library condominium will be conveyed to the City at no cost to the City other than customary closing costs. Closing costs may be paid from any purchase price not needed for initial sale expenses and that will be held by DCD until the second closing. After acquisition, MPL will complete the interior finish of the library. MPL issued a Request for Qualifications for architectural services for the interior build-out and is in the review and selection process.

FUTURE REDEVELOPMENT

The Purchase and Development Agreement also addresses the situation that the Library condominium is no longer needed for municipal purposes. If the City sells the unit while HSI still owns its condominium, additional use restrictions will be placed on the sale to prevent conflicts with the residences such as taverns/night clubs, industrial uses, automotive uses, etc. Such use restrictions are common with Requests for Proposals for City property sales.

EAST LIBRARY
PURCHASE, SALE & DEVELOPMENT
AGREEMENT

Document Number

Name and Return Address:
City of Milwaukee
Real Estate Section
Attn: Miller
809 North Broadway, 2nd Floor
Milwaukee, WI 53202-3617

Tax Key No.: 319-0772-100-3

Recording Area

THIS AGREEMENT is by and between the **CITY OF MILWAUKEE**, a municipal corporation duly existing under Wisconsin law, ("City") and **HSI EAST LIBRARY RESIDENTIAL, LLC**, a Wisconsin limited liability company, ("HSI") with its principal office at 20975 Swenson Drive, Suite 395, Waukesha, WI, and is dated as of _____, 2012.

WITNESSETH:

WHEREAS, The City and the Milwaukee Public Library Board of Trustees ("MPL") desire to redevelop the City's East Library at 1910 East North Avenue and legally described in Exhibit A ("Property") and issued a Request for Proposal;

WHEREAS, HSI submitted a proposal within the established time and MPL selected HSI as the developer to acquire and redevelop the Property to provide the City with a new library shell and secondary uses to be utilized by HSI as defined herein;

WHEREAS, HSI's proposal includes plans to demolish the existing East Library building; construct a 5 story building to include approximately 16,000 square feet of gray box library space plus additional space of sufficient area to house HVAC and other mechanical equipment for the Library Unit, approximately 99 residential apartments, approximately 2,400 square feet of retail commercial space, approximately 113 resident parking spaces and a minimum of 40 ground level parking spaces for library use and temporary relocation of the East Library during demolition and construction as described in greater detail herein and in HSI's Final Submittal dated October 26, 2011;

WHEREAS, MPL approved the Project, as defined herein, on April 24, 2012; and

WHEREAS, The City Common Council approved the Project, including conveyance of the Property to HSI and acquisition of a new library condominium unit by the City, on _____, 2012, by passage of Resolution No. 111405.

NOW, THEREFORE, In consideration of the premises and the mutual obligations of the parties hereto, each party does hereby covenant and agree with the other as follows:

1. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms when used in this Agreement shall have the following meanings:

- Architect: Engberg Anderson, Inc.
Approved Final Plans: Final construction plans for the Project that are consistent with HSI's Final Submittal dated October 26, 2011, and approved by DCD's Design Review Team, MPL and the City's 3rd District Architectural Review Board.
Closing 1: Conveyance of the Property from the City to HSI.
Closing 2: Conveyance of the Library Unit in a gray box condition from HSI to the City.
DCD: The City's Department of City Development, represented by the Commissioner of DCD or designee or as specified in this Agreement. Any obligation of DCD hereunder shall be an obligation of the City.
East Library: Current City owned library building and associated parking spaces located at the Property.

HSI Unit:	A condominium unit to be created by HSI within the Property to include commercial retail space, apartment units, parking and a rooftop terrace.
Library Shell:	The standards required for HSI's construction of the Library Unit as described in Exhibit B. The Library Shell may also be referred to as "gray box" within this Agreement.
Library Unit:	A condominium unit to be created by HSI within the Property to be constructed by HSI to the minimum standards described in Exhibit B, including to be agreed upon outdoor and green space around the exterior, and a minimum of 40 ground level parking stalls for exclusive MPL use, which will eventually be conveyed to the City.
MPL:	Milwaukee Public Library, represented by its Board and the MPL Director or as specified in this Agreement. For purposes of this Agreement, MPL shall be considered a sub-entity of the City such that any obligation of MPL hereunder shall be an obligation of the City.
Permitted Successors:	The holder of any security instrument authorized by this Agreement including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself.
Purchase Price:	The price to be paid by HSI for the Property shall be Twenty Thousand and No/100ths Dollars (\$20,000.00).
Substantial Completion:	A written acknowledgment from Architect and MPL that the Library Unit construction is substantially completed by HSI to a point where the gray box requirements of Exhibit B have been met; the condominium documents required by Section 3.G. of this Agreement have been completed and recorded; and the Library Unit can legally be conveyed to the City. Substantial Completion does not require, among other things, the substantial completion of all landscaping and other minor improvements for the Library Unit.
Temporary Library:	A facility that shall serve as a temporary location for the East Library collection and staff during demolition of the East Library, construction of the Library Unit and interior build-out of the Library Unit. The Temporary Library shall have the following minimum characteristics, unless otherwise agreed to by MPL: (1) a highly visible and accessible location on the street, or ground, level; (2) located within ½ mile of the Property; (3) off and on street parking available; (4) an accessible entrance and restrooms in compliance with the Americans with Disabilities Act; (5) natural lighting provided by windows; (6) access to water and utility services; (7) a minimum of 5,000 square feet of finished area or temporary trailers; and (8) the Temporary Library must be available for occupancy and use prior to or at Closing 1 (collectively, the "Temporary Library Standards").

2. PROJECT DESCRIPTION

Subject to the conditions on the City's obligation to convey the Property to HSI and subject to the conditions on HSI's obligation to purchase the Property from the City, City and HSI agree that the Property will be redeveloped by HSI as set forth in items "A" through "G" immediately below and that those general activities constitute the "Project."

- A. The Temporary Library space shall be obtained at a location secured by HSI at HSI's sole expense in accordance with Section 3.K. of this Agreement
- B. Title to the Property shall be transferred from the City to HSI at Closing 1.
- C. HSI shall demolish the East Library, but HSI shall use reasonable efforts to salvage the stained glass currently in the East Library and thereafter store the stained glass for reuse in the Library Unit. Any remaining stained glass not used in the Library Unit shall be returned to MPL upon Substantial Completion. HSI has consulted with a demolition expert who informed HSI that there is a commercially reasonable method that can be used for removal and salvage of the stained glass and HSI shall include in any contract for demolition of the East Library a requirement that such method will be used for removal and storage of the stained glass.
- D. Building and site improvements on the Property shall be constructed by HSI in substantial compliance with the Approved Final Plans.
- E. Construction of the Library Shell to Substantial Completion, in accordance with standards attached and incorporated herein as Exhibit B, shall be completed on or before nine months following Closing 1, unless such date is extended by HSI, DCD and MPL.
- F. The Property shall be submitted to the condominium form of ownership, which includes, but is not limited to, recording a declaration of condominium ("Declaration") and a condominium plat (the "Plat") against the Property. Such condominium (the "Condominium") shall be divided into two condominium units (each a "Unit") consisting of the Library Unit and the HSI Unit and shall also have certain common elements that each owner of a Unit will own an undivided percentage interest in as defined in the Declaration.

G. Title to the Library Unit shall be transferred from HSI to the City at Closing 2 at no cost to the City.

3. HSI'S OBLIGATIONS

HSI shall have the following obligations with regard to completion of the Project:

- A. If HSI becomes the fee simple owner of the Property, HSI shall be responsible for completing all aspects of the Project, including all of its obligations under this Section of the Agreement, at its sole cost except as otherwise specifically provided in this Agreement.
- B. HSI shall pursue financing for the Project consistent with the following plan (the "Financing Plan")
 - i. On or before June 29, 2012, HSI shall submit a preliminary application package to the U.S. Department of Housing and Urban Development ("HUD") for a Federal Housing Administration ("FHA") Section 221(d)(4) insured mortgage loan facilitated by Grandbridge Real Estate Capital, LLC (the "Preliminary Application Package"). HSI shall provide the City with written notification confirming that the Preliminary Application Package has been submitted.
 - ii. Within 90 days after June 29, 2012, HSI shall report to the City as to whether it has received a response from HUD. If no response has been received within 90 days after submitting the Preliminary Application Package, HSI shall notify the City of that and HSI shall continue to report to the City every 30 days thereafter until a response from HUD is received by HSI.
 - iii. If HUD's response to the Preliminary Application Package is a statement that it is incomplete, HSI shall report that to the City and immediately begin preparation of whatever additional documentation is requested by HUD (the "Additional Application Material"). HSI shall report to the City every 30 days thereafter until the Additional Application Material is filed with HUD and HUD responds to the filing of the Additional Application Material. HSI shall submit the Additional Application Material to HUD within 90 days after receiving HUD's request for the Additional Application Material. If HSI is unable to comply with this 90 day deadline, it may seek a reasonable extension of that deadline from the City, which extension shall not be unreasonably withheld, conditioned or delayed by the City.
 - iv. If HUD's response to HSI's Preliminary Application Package or the Additional Application Material submittal is an invitation for HSI to submit a final application to HUD, HSI shall notify the City of that response and immediately begin preparation of the documentation required by HUD for the final application (the "Final Application Package"). HSI shall report to the City every 30 days thereafter until the Final Application Package is filed with HUD. HSI shall submit the Final Application Package to HUD within 120 days after HSI receives the invitation to submit the Final Application Package. If HSI is unable to comply with this 120 day deadline, it may seek a reasonable extension of that deadline from the City, which extension shall not be unreasonably withheld, conditioned, or delayed by the City. Within 90 days after submitting the Final Application Package to HUD, HSI shall report to the City as to whether it has received a response from HUD. If no response has been received within 90 days after submitting the Final Application Package, HSI shall notify the City of that and HSI shall continue to report to the City every 30 days thereafter until a response from HUD is received by HSI.
 - v. If HUD's response to the Final Application Package is a statement that it is incomplete, HSI shall report that to the City and immediately begin preparation of whatever additional documentation is requested by HUD (the "Additional Final Application Material"). HSI shall report to the City every 30 days thereafter until the Additional Final Application Material is filed with HUD and HUD responds to the filing of the Additional Final Application Material. HSI shall submit the Additional Final Application Material to HUD within 60 days after receiving HUD's request for the Additional Final Application Material. If HSI is unable to comply with this 60 day deadline, it may seek a reasonable extension of that deadline from the City, which extension shall not be unreasonably withheld, conditioned, or delayed by the City.
 - vi. If HUD's response to the Final Application Package or the Additional Final Application Material is approval of HSI's application for HUD financing (the "Firm HUD Commitment"), HSI shall notify the City that it has obtained a Firm HUD Commitment and the parties shall prepare for Closing 1 pursuant to Section 5.C.
 - vii. If HUD's response to the Preliminary Application Package, the Additional Application Material, the Final Application Package or the Additional Final Application Material is a denial of HSI's application for HUD financing, HSI shall notify the City of that response and discuss with the City whether HSI intends to seek other financing and potential options for alternate financing. If HSI and City both reasonably believe that alternate financing is available and HSI desires seeking such alternate financing, HSI shall have 6 months thereafter (the "Alternate Financing Period") to seek alternate financing from another source or sources. HSI may request from the City an extension of the Alternate Financing Period for 6 more months (the "Alternate Financing Extension"), which extension shall not be unreasonably withheld, conditioned or delayed provided HSI is making reasonable efforts to obtain alternate financing and it pays the City \$500.00 (the "Extension Fee"). During the Alternate Financing Period and the Alternate Financing Extension, HSI shall report to the City every 60 days on its efforts to obtain Alternate Firm Financing, as

defined below. If HSI has not obtained Alternate Firm Financing upon termination of the Alternate Financing Extension (as the same may be extended as set forth in the following clause “(a)”), the City may either: (a) allow HSI additional 6 month periods during which to obtain Alternate Firm Financing for which HSI shall pay \$1000.00 to the City (the “Additional Extension Fee”) for each additional 6 month period allowed by the City; or (b) terminate this Agreement if the City believes, in its sole discretion, that HSI has not made reasonable efforts to obtain Alternate Firm Financing or is not likely to obtain Alternate Firm Financing. If HSI obtains a written financing commitment for the Project from a source or sources other than HUD upon terms acceptable to HSI in its sole discretion (the “Alternate Firm Financing”), then the parties shall prepare for Closing 1 pursuant to Section 5.C.

- viii. If, at any time during the Alternate Financing Period, the Alternate Financing Extension or any additional extensions granted by the City under subsection (7), HSI believes that it will not be able to obtain financing for the Project upon terms acceptable to HSI in its sole discretion, then HSI may terminate this Agreement.
- ix. Upon termination of this Agreement, the City shall retain the Extension Fee and any Additional Extension Fee paid by HSI.
- C. Prior to Closing 1, HSI shall prepare and submit to DCD for approval by DCD’s Design Review Team, MPL and the City’s 3rd District Architectural Review Board final plans for the Project, which, when approved by these entities, shall become the Approved Final Plans.
- D. HSI shall submit Project construction specifications and a budget to DCD and MPL for review prior to submitting the Preliminary Application Package to HUD. In the event that HSI is unable to obtain HUD financing, HSI shall use reasonable efforts to resubmit Project construction specifications and a budget to DCD and MPL for review within the first 75 days of the Alternate Financing Period.
- E. If HSI becomes the fee simple owner of the Property, HSI shall pay prevailing wages as defined in Section 66.0903 of the Wisconsin Statutes (“Prevailing Wages”) and hire Milwaukee residents as outlined in Chapter 355, Milwaukee Code of Ordinances (http://cctv25.milwaukee.gov/netit-code81/volume3_/ch355/CH355.pdf) for demolition of the East Library and construction of the Library Unit component of the Project. HSI shall not be obligated to pay Prevailing Wages or hire Milwaukee residents as outlined in Chapter 355, Milwaukee Code of Ordinances for any aspect of the Project other than demolition of the East Library and construction of the Library Unit.
- F. If HSI becomes the fee simple owner of the Property, HSI shall comply with the City’s Small Business Enterprise (SBE) Program for the Project.
- G. If HSI becomes the fee simple owner of the Property, HSI shall create the Plat, which shall consist of the Library Unit, the HSI Unit and certain common elements, and HSI shall also prepare the Declaration to be reviewed and approved by DCD and MPL prior to recording on the Property. The Declaration shall state that maintenance of the Library Unit roof is a common expense given that the roof also serves as an outdoor terrace to be used by residents of the HSI Unit.
- H. If HSI becomes the fee simple owner of the Property, then after Substantial Completion HSI shall convey the Library Unit to the City at no cost to the City at Closing 2.
- I. If HSI becomes the fee simple owner of the Property, HSI shall limit the use of the commercial space within the HSI Unit as described in Section 10 of this Agreement.
- J. HSI shall obtain and maintain liability insurance during the course of the Project in accordance with the City's minimum guidelines as defined in Section 2.9.7. of the City of Milwaukee Department of Public Works General Specifications, available on the internet at <http://mpw.milwaukee.gov/Pages/bidData/GenSpecs.doc> (the “General Specifications”), except that the umbrella liability coverage required for personal injury / property damage shall be \$5,000,000 per occurrence / aggregate for the Project. HSI shall also bear the risk or require its general contractor to bear the risk of loss or damage to the Project by fire or other casualty prior to issuance of the Certificate, as defined in Section 7 below, except that as of Closing 2, HSI and its general contractor shall not bear the risk of loss or damage to the Library Unit and the City shall bear such risk at the time of Closing 2, except for the landscaping and other minor improvements not yet completed at the time of Closing 2 and where such loss or damage to the Library Unit is caused by the negligence or recklessness of HSI, its general contractor or any of its sub-contractors. HSI shall purchase and maintain or cause its general contractor to purchase and maintain builder’s risk insurance on the Project to the full insurable value thereof, but the amount of such insurance shall be at least equal to the costs to construct improvements for the Project. This insurance shall be written on the standard complete value form. This insurance shall include the interests of HSI in the work and shall insure against fire, extended coverage and all risk perils. This policy of insurance shall bear a deductible no greater than \$10,000 for each occurrence. HSI shall maintain all required insurance until issuance of the Certificate and during any subsequent period in which HSI does work under this Agreement pursuant to the warranty or otherwise. Certificates of insurance on all required policies shall be filed with DCD which shall include requirement for written notice, as required by the General Specifications, of material change or cancellation to DCD.
- K. Prior to submitting the Final Application Package to HUD, HSI shall begin to work with MPL to locate and secure the Temporary Library location. Potential location(s) substantially meeting the Temporary Library Standards shall be presented to MPL by HSI, or its agent, by the time HSI submits its Final Application Package to HUD or obtains a preliminary financing commitment from an alternate financing source, but no later than one (1) month prior to Closing 1. MPL shall have 10 business days to review and approve the potential location(s) and upon MPL’s approval of a Temporary Library

location, which approval shall not be unreasonably withheld, HSI shall gain contractual control of such space such that MPL may occupy and use such space not later than Closing 1. If HSI is unable to find a commercially available location that meets the Temporary Library Standards or gain contractual control of such space, it shall provide temporary trailers meeting the Temporary Library Standards, including securing the use of the land where the temporary trailers will be located and any utility connections required for the temporary trailers, to be used as the Temporary Library and upon doing so, the parties hereby agree that HSI shall be deemed to have satisfied its obligations with respect to gaining control of a location for the Temporary Library that meets the Temporary Library Standards. Within three (3) months after Closing 1, MPL shall complete interior build-out of and move to the Temporary Library. HSI hereby grants to the City a right of entry over the Property for three (3) months following Closing 1 to allow the City to continue to use the Property as a public library until the collection and staff of the East Library are relocated to the Temporary Library.

- L. Within five (5) business days of the execution of this Agreement, HSI shall pay the City One Hundred Dollars (\$100.00) for the conditions on HSI's obligation to close on the Purchase of the Property.
- M. From the time of Closing 1 through the issuance of the Certificate, at any time during normal business hours, HSI shall make available to the City for examination all of HSI's records with respect to all matters covered by this Agreement related to the Library Unit and HSI will permit the City or representatives of the City Comptroller to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data relating to all matters covered by this Agreement related to the Library Unit; provided, however, this Section 3.M. does not require HSI to make available or provide to the City or representatives of the City Comptroller the personal financial information of HSI's investors.
- N. Prior to hiring a general contractor or demolition company for the Project, HSI shall submit to the City a list of any general contractors or demolition companies that HSI is considering hiring for the Project. If the City or any of its related entities have had any previous negative experiences with the general contractors or demolition companies being considered by HSI, City may report that previous negative experience to HSI and HSI shall take into account when hiring a general contractor or demolition company for the Project the negative experiences of the City and its related entities.
- O. HSI shall complete the Project and request the Certificate, as defined in Section 7, within 20 months after Closing 1, unless such deadline is extended by mutual written agreement of the City and HSI.
- P. HSI shall reimburse the City for all reasonable costs of preparing and recording the certified survey map required by Section 4.H., below.
- Q. HSI shall commence demolition of the East Library within 120 days after Closing 1, but no substantial demolition of the building or parking lot or any asbestos removal may commence prior to the relocation of the East Library staff and collection to the Temporary Library.

4. CITY'S OBLIGATIONS

City shall have the following obligations with regard to completion of the Project:

- A. The parties acknowledge that prior to execution of this Agreement, DCD provided HSI, at City expense, with an ALTA survey of the Property, a preliminary title commitment, a Phase I Environmental Site Assessment and a report on asbestos containing materials in the East Library (collectively, "Disclosure Materials").
- B. City shall convey the Property to HSI at Closing 1 as required herein.
- C. Other than site location and rental costs for the Temporary Library, MPL shall be responsible for all other aspects of the Temporary Library, including, without limitation, interior build out, furnishings, moving to and from the Temporary Library and any costs, charges and expenses in any way related thereto. Rental costs shall include any costs related to real property taxes due on the Temporary Library.
- D. MPL shall commence interior build out of the Library Unit ("Library Build Out") at its sole expense upon Closing 2 and shall diligently and continuously pursue completion of the Library Build Out and then relocate from the Temporary Library to the Library Unit at its expense.
- E. MPL shall relocate to the Library Unit within 10 months after Closing 2.
- F. The City shall require the contractor it hires to complete the Library Build Out to maintain liability insurance during the course of the Library Build Out in accordance with the General Specifications.
- G. While this Agreement is in full force and effect, the City shall not negotiate or enter into any secondary agreements related to the acquisition or development of the Property. This provision shall not apply during any time that a Default or Reverter Default, as defined in Section 17, by HSI exists.
- H. A certified survey map shall be prepared and recorded by the City prior to Closing 1 to assemble the Property into a single parcel for building permit purposes.

5. CONVEYANCE OF PROPERTY – CITY TO HSI (CLOSING 1)

- A. Conditions on HSI's Obligation to Purchase the Property. In addition to any and all other conditions and contingencies in this Agreement on HSI's obligation to close on the purchase of the Property, HSI's obligation to close on the purchase of the Property is conditioned upon the consummation of all of the following within the applicable time period:
- (1) Within 120 days of the execution of this Agreement by HSI and the City, HSI reviewing and approving all of the Disclosure Materials. The City's provision of any or all of the Disclosure Materials prior to the execution of this Agreement shall not limit any of the conditions on HSI's obligation to close on the purchase of the Property.
 - (2) Within 6 months of the execution of this Agreement, HSI and the City agreeing upon the form and substance of the Plat, the Declaration and any other material documentation related to the Condominium.
 - (3) Within 120 days of the execution of this Agreement by HSI and the City, HSI may, at its sole cost, obtain surveys, inspection reports and assessments (acceptable to HSI in its sole discretion) describing the overall physical condition of the Property, including, but not limited to, obtaining a survey of the Property, soil tests and any other inspections and tests required by HSI to determine whether the condition of the Property is suitable for the Project as determined by HSI in its sole discretion. Any environmental tests or inspections performed under this subsection are subject to the requirements of Section 6.B. of this Agreement.
 - (4) Following the Financing Plan, obtaining a Firm HUD Commitment or Alternate Firm Financing for the Project.
 - (5) Within 120 days of the execution of this Agreement, the City, the City's Office of Small Business Development, and HSI agreeing to the form and substance of the SBE Agreement.
 - (6) Prior to Closing 1, the City preparing and recording a certified survey map as required in Section 4.H.
 - (7) Prior to Closing 1, HSI obtaining all municipal and other approvals and permits necessary for HSI to: (a) demolish the existing building and complete the construction and development of the Project as contemplated by the Approved Final Plans; and (b) use the Property and Project as contemplated by this Agreement, including, without limitation, use of the HSI Unit for residential apartments and commercial uses.

HSI and the City agree to cooperate in attempting to satisfy all of HSI's conditions and contingencies on HSI's obligation to close described in this Agreement, including, without limitation, this Section 5.A. The parties agree that any waiver or satisfaction by HSI of the conditions or contingencies listed above, are subject to and conditioned upon HUD and Grandbridge Real Estate Capital, LLC being satisfied with and approving the matters addressed in each condition or contingency in Section 5.A.(1) through (5). If HSI does not waive in writing or satisfy all of its conditions or contingencies set forth in this Agreement within the applicable time period, this Agreement shall automatically terminate. Upon such termination HSI shall notify the City thereof, and this Agreement shall be null and void. If, prior to Closing 1, either HUD or Grandbridge Real Estate Capital, LLC do not approve of the matters addressed in Section 5.A.(1) through (5), then HSI may terminate this Agreement by providing the City written notice thereof.

- B. Title. As part of the Disclosure Materials, the City has furnished and delivered to HSI a preliminary title commitment (the "Preliminary Commitment") from Chicago Title Insurance Company (the "Title Company") showing the status of title to the Property, and showing all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property. Prior to Closing 1, HSI may, at its sole expense, obtain updates and/or revisions to the title insurance commitment (collectively, "Revised Commitments"). If the Preliminary Commitment or any of the Revised Commitments show exceptions or requirements to title that are unacceptable to HSI (collectively "Title Defects"), HSI shall, on or before Closing 1, notify the City of such Title Defects, and the City shall have a reasonable period of time thereafter (but not to exceed thirty (30) days, unless otherwise consented to in writing by HSI) to cure such Title Defects and to present a title insurance commitment on the basis of which Closing 1 may occur, and the date for Closing 1 shall be extended as necessary to accommodate the City's right to cure in accordance with the foregoing. If the City cannot, after using its best efforts and due diligence, cure such Title Defects within such thirty (30) day period (or extended period consented to by HSI in writing), and thereafter convey title to the Property as required hereunder (including, without limitation, title to the Property reflecting the cure of the Title Defects), then HSI shall have the right (at HSI's option in HSI's sole discretion) to either: (1) terminate this Agreement whereupon all payments made by HSI to the City shall be refunded and returned to HSI; or (2) accept whatever title to the Property the City can convey. The City shall satisfy, at or prior to Closing 1, all liens and encumbrances against the Property that secure monetary obligations. Any exceptions or requirements to title disclosed on the Preliminary Commitment or

Revised Commitments that HSI does not timely object to in writing, or that HSI does timely object to, but thereafter waives its objection to in writing and accepts by Closing 1 shall be deemed the "Permitted Exceptions."

- C. Closing 1. Subject to the conditions and contingencies on HSI's and the City's obligation to close on the purchase and sale of the Property contemplated by this Agreement, Closing 1 of the Property shall occur within fifteen days of written notice from HSI to the City that HSI is prepared to close on the purchase of the Property, but in any case, not later than three business days prior to HSI's closing on the Loan. Notwithstanding the foregoing, but subject to the conditions and contingencies on HSI's obligations to close on the purchase of the Property, HSI shall use good faith efforts to close on the purchase of the Property within 90 days of its receipt of the Firm HUD Commitment or Firm Alternate Financing. Closing 1 shall occur no later than May 31, 2013, unless MPL and HSI agree in writing to an extension of that deadline. Closing 1 shall occur at the City Real Estate Office. HSI shall pay the Purchase Price to City at Closing 1 in the form of a check subject to the usual and customary pro-rations ("Net Purchase Price"). HSI may be asked to allocate the Net Purchase Price to City expenses, fees and reimbursements. The City does not and shall not require any earnest money.
- D. City Closing Contingencies. Notwithstanding anything to the contrary contained herein, the City's duty to close and convey the Property at Closing 1 is contingent upon all of the following:
- (1) HSI entering into an SBE Agreement with the City at or before Closing 1 that is acceptable to the City's Office of Small Business Development;
 - (2) HSI meeting all of its obligations in Sections 3 and 5.A.(7), above, that are required to be completed prior to Closing 1;
 - (3) HSI meeting the City's Buyer Policies, outlined below;
 - (4) HSI obtaining Firm HUD Commitment, Firm Alternate Financing or the sufficient funds to complete the Project and providing proof to the City of such financing or funds; and
 - (5) HSI substantially complying with Section 3.K and a Temporary Library being secured.
- E. Form of Deed. City shall, at Closing 1 and upon HSI's payment of the Purchase Price, convey the Property to HSI by special warranty deed ("Deed"). The conveyance and title shall be subject to the following:
- (1) The Permitted Exceptions;
 - (2) The provisions of Section 17 of this Agreement;
 - (3) A restriction that the Property must be entirely taxable for property-tax purposes beginning on January 1 of the year following Closing 1 (the "Taxable Year") except that the Library Unit may become tax exempt on January 1 of the year following Closing 2. The restriction shall require that no owner or occupant of the Property shall apply for, seek or accept property-tax exemption (whether under Wis. Stat. §70.11 or otherwise) for the Property, or any part thereof, except the Library Unit. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the City's Common Council;
 - (4) Any recorded or unrecorded rights or interests of any person, entity or utility in any vacated alley, street, or public right-of-way at the Property including rights and interest of persons under Wis. Stat. §66.1005(2); and
 - (5) All other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement.
- F. Proration of Taxes. The City hereby represents that the Property is tax exempt. There shall be no proration of real estate taxes as the Property is tax exempt.
- G. Recordation of Deed. City shall promptly file the Deed for recording at the Milwaukee County Register of Deeds or as permitted by the Municipal Code of Ordinances. HSI shall pay all costs for so recording the Deed. The City represents that no real estate transfer fee is due and no real estate transfer return is required pursuant to Wis. Stat. Sections 77.25(2) and 77.255, respectively, unless City is a lender in the transaction.
- H. Other Closing Documents. HSI shall be responsible for recording the Property as required by the City Department of Neighborhood Services Property Recording Program and shall execute the required application. HSI shall be solely responsible for all fees for such document. The City shall execute the Title Company's customary form of GAP Affidavit, Construction Work and Tenant's affidavit (a/k/a Owner's Affidavit), and Broker's Lien Affidavit.
- I. Special Assessments. HSI shall be responsible for all special assessments and charges levied after the date of Closing 1 and the City shall be responsible for all other special assessments and charges affecting the Property. City shall provide details of any levied, known or contemplated special assessments and charges at Closing 1. If special assessments or charges for which the City is responsible exist at Closing 1, City shall grant a credit in the full amount of such assessments and charges, as applicable, against the Purchase Price. HSI shall pay the applicable assessment or charge when billed. If the estimated assessment or charge or any combination thereof are greater than the Purchase Price, DCD shall notify the Department of Public Works to bill DCD for the same and the City and DCD hereby indemnify, defend and hold HSI and its title insurance

company harmless from such assessment, charge, or both, as applicable, and hereby agree to execute any customary title insurance company documentation necessary to allow the title insurance company to remove such assessment, charge or both from HSI's title insurance policy, including, without limitation affidavits, indemnity agreements and other similar title insurance company documents. If the special assessment, charge or both for which the City is responsible is billed to HSI or inadvertently certified to the tax roll, HSI shall provide the bill to DCD and DCD shall be responsible for and shall arrange for payment and DCD hereby indemnifies, defends and holds HSI harmless from any such payment.

J. City Buyer Policies. Pursuant to City policy, City shall not sell property to any party, as an individual or by a partnership, limited liability company or corporation in which HSI has an ownership interest that is in violation of the City Policies contained herein. HSI certifies that it, as an individual or member of a corporation or partnership, is not now and will not be at Closing 1 in violation of the following City Policies:

- (1) Is tax delinquent in the payment of any property tax (real or personal property), special assessment, special charge or special tax owed to the City;
- (2) Has an outstanding judgment owed to the City;
- (3) Has outstanding building or health code violations or orders from the City's Health Department or Department of Neighborhood Services that are not actively being abated;
- (4) Has been convicted of violating an order of the Health Department or Department of Neighborhood Services within 12 months preceding Closing 1;
- (5) Has been convicted of a felony that causes neighborhood or community concerns with respect to neighborhood stability, health, safety or welfare; or
- (6) Has been subject to a property tax foreclosure by the City within five years preceding Closing 1.

If HSI is found to be in violation of any of these City Buyer Policies, City shall give HSI notice to correct this condition before Closing 1, or other such period as reasonably determined by the Commissioner of DCD. If the violation is not corrected within the specified period, this Agreement may be canceled at the option of the City and the Extension Fee and any Additional Extension Fee paid by HSI, if any, shall be retained by the City as liquidated damages.

K. Agreement to be Recorded Against Title. At Closing 1 and before recording the Deed, City shall record this Agreement against the Property in the Register of Deeds Office at HSI's expense and the Property's title will be encumbered by it until issuance of the Certificate, defined in Section 7 below.

6. PROPERTY CONDITION AND SITE PREPARATION

A. Property Condition. City discloses that the Property contains a building and retaining wall and may contain old building foundations, rubble and debris from prior buildings that may have been demolished. City shall not conduct any geotechnical investigation or building evaluations at the Property. HSI agrees to accept the Property "as is, where is" and is solely responsible for conducting its own geotechnical investigation to determine the soil bearing capacity. City shall not conduct any investigations associated with building and/or retaining wall improvements. City shall convey the Property in an "as is, where is" physical condition with all faults and defects, known or unknown, and without representation or warranty as to the physical condition of the Property, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims related to the physical condition, including any action based on non-disclosure, excluding, however, any action based on fraud. HSI shall rely on HSI's own due diligence and independent investigation and inspection, and HSI shall not rely upon any oral or written statement or representation of City or any employee or agent or contractor of City, MPL or DCD regarding the existing building and/or retaining wall improvements.

B. Environmental Condition.

- (1) City has provided to HSI and HSI acknowledges receipt of a Phase I Environmental Site Assessment ("Phase I") prepared by GZA GeoEnvironmental, Inc. dated July 12, 2011. Provision of this report does not affect or impact the "as is, no representation or warranty" nature of this transaction, and the City does not warrant the contents, conclusion or accuracy of the report.
- (2) HSI Reports. Should HSI desire its own Phase I or Phase II environmental testing or remediation not recommended by the City's Phase I report, all such investigation, testing and reports shall be at HSI's sole expense and responsibility. HSI must use an environmental consultant under a master contract with the City for a Phase I or Phase II report if the City is to rely on such information. Phase II testing by HSI can occur only after City approval of a scope of work, granting of a right of entry to HSI and to HSI's environmental consultant and provision of certificate of insurance including environmental insurance to the City, naming the City as an additional insured. HSI shall provide City with all reports prepared by HSI's environmental consultant.

- (3) Remediation: If the Phase II reveals impacted soils subject to regulation by federal, state or local regulatory agencies and HSI becomes the fee simple owner of the Property, then, and only then, HSI agrees to: (i) remediate such impacted soils on the Property, if any, and to obtain regulatory closure; and (ii) register the Property if the approved remediation plan requires registration on the Wisconsin Department of Natural Resources' GIS Registry. Remediation performed pursuant to this 6.B.3. shall be at HSI's sole expense unless City is able to obtain any federal or state grants for required remediation, which the City agrees to use reasonable efforts to obtain.
 - (4) Termination for Feasibility. If the cost for Phase II testing or any required remediation renders the Project economically infeasible, this Agreement may be terminated at the option of either party.
- C. Access to Property. Prior to Closing 1, and while this Agreement is in full force and effect, MPL, the City and DCD shall permit representatives of HSI to have access to any part of the Property, at all reasonable times for the purpose of obtaining data and making various inspections, surveys, assessments and tests that are necessary to carry out the Agreement. Such access shall be scheduled with the MPL Director or her designee at times that are least likely to disrupt patrons of the East Library. Prior to any such access, HSI shall provide the City with proof of HSI's or HSI's consultant's, as applicable, insurance coverage according to the City's minimum guidelines. Such evidence of insurance must be reasonably satisfactory to the City in form and substance prior to HSI or its representatives accessing the Property. After Closing 1 and prior to the issuance of the Certificate (defined below), HSI shall permit representatives of the City including, but not limited to, an owner's representative hired by MPL to represent MPL's interests during the construction of the Library Unit, access to the Property at all reasonable times upon reasonable prior notice for the purpose of inspecting the work being performed in connection with the Project, provided that representatives of HSI, its general contractor or the Architect may accompany City representatives during such access of the Property. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section. Nothing in this Section shall be interpreted or construed in such a way as to limit the ability of the City to conduct normal and customary inspections of the construction site as required or permitted under local or state laws or regulations or as a condition of any permit issued for the Project.

7. CERTIFICATE OF COMPLETION

Promptly after completion of the Project, including, but not limited to, all closings, construction, condominium documents and landscaping, in accordance with this Agreement and the Approved Final Plans, HSI shall request that the Commissioner of DCD issue a Certificate of Completion certifying to HSI and its successors and assigns and HSI's successors in title to the Property, which certification shall be a conclusive determination, that the Project has been built in compliance with, and is in fact in compliance with, the covenants, conditions, requirements, and restrictions in this Agreement and the Approved Final Plans (the "Certificate"). The Certificate is not a conclusive determination that the Project is free from any and all defects as to construction, materials and design or other defects which cannot be easily ascertained through a visual inspection of the completed construction. Representatives of the City shall inspect the Property and documentation related to prevailing wage, hiring of Milwaukee residents as outlined in Chapter 355 of the Milwaukee Code of Ordinances and SBE requirements, (the "Inspections") within thirty (30) days following HSI's request for the Certificate and HSI providing to the City the documentation related thereto. In the event HSI has failed to complete redevelopment of the Property and construction of the Project in conformity with Approved Final Plans and covenants set forth in this Agreement and the Commissioner of DCD declines to issue the Certificate for the Project, the City shall provide HSI with a written statement indicating in detail how HSI has failed to complete redevelopment of the Property and construction of the Project in conformity with Approved Final Plans and covenants set forth in this Agreement. In the event HSI has completed the redevelopment of the Property and construction of the Project in conformity with Approved Final Plans and covenants set forth in this Agreement, then the Commissioner of DCD shall execute the Certificate and the City shall present the same to HSI immediately after completion of the Inspections. Prior to issuance of the Certificate, HSI shall, in accordance with Section 23 of this Agreement, either provide the City with a timeline for turning over copies of all public records to the City or declare its intention to retain those records for seven years.

8. CONVEYANCE OF LIBRARY UNIT – HSI TO CITY (CLOSING 2)

- A. Timing of Closing 2. Closing 2 of the Library Unit to the City shall be at the City Real Estate Office within 30 days after Substantial Completion at a time mutually agreed to by the parties, unless some other timeframe is agreed to by HSI, the Commissioner of DCD and MPL.
- B. Form of Deed. HSI shall, at Closing 2, convey the Library Unit by special warranty deed to the City at no cost to the City, except as provided herein.
- C. Proration of Taxes. There shall be no proration of property taxes. HSI will pay all property taxes for the year during which Closing 2 occurs.

- D. Recordation of Deed. City shall promptly file the special warranty deed for recording at the Milwaukee County Register of Deeds and shall pay all costs for recording the special warranty deed including the real estate transfer return fee. The value of the Library Unit listed on the real estate transfer return shall be reasonably determined by the City in compliance with law. Title to the Library Unit shall be conveyed to the City subject to the Declaration, the Plat, this Agreement, any liens, encumbrances or other matters that encumbered the Property prior to or as of Closing 1 or that the City has otherwise consented to or caused prior to Closing 2 (collectively “City Encumbrances”).
- E. Title Insurance. City, at its discretion, may pay for and obtain a title commitment and/or title insurance for the Library Unit in an amount determined by the City to be acceptable. If the title commitment shows exceptions or requirements to title that are unacceptable to the City and are not City Encumbrances, City shall, at least 30 days before Closing 2, notify HSI of such defects, and HSI shall cure such title defects and present a title insurance commitment on the basis of which Closing 2 may occur, and the date for Closing 2 shall be extended as necessary to accommodate HSI’s requirement to cure in accordance with the foregoing. HSI shall satisfy, at or prior to Closing 2, all liens and encumbrances against the Library Unit that secure monetary obligations provided such liens and encumbrances are not City Encumbrances.
- F. Warranty. HSI warrants to the City that the Library Shell (the “Library Shell Warranty”) shall conform with Exhibit B and those portions of the Approved Final Plans applicable to the Library Shell, provided such Library Shell Warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Library Shell not executed by HSI or its contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Library Shell Warranty shall commence upon the completion of Closing 2 and shall terminate one year thereafter. HSI warrants to the City that the landscaping that will be part of the Library Unit (the “Library Landscaping”) and that is constructed by HSI (“Landscaping Warranty”) shall conform with applicable portions of the Approved Final Plans, provided such Landscaping Warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Library Landscaping not executed by HSI or its contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. The Landscaping Warranty shall commence upon issuance of the Certificate and terminate one year thereafter (the “Landscape Warranty Period”). At the expiration of the Landscape Warranty Period and the Library Shell Warranty, and not before, HSI shall assign to MPL any and all unexpired warranties HSI obtained in connection with the construction of the Library Landscaping and the Library Unit, respectively, but only if such warranties are assignable.
- G. Letter of Credit. At Closing 2, HSI shall provide to the City an irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes or place funds in an escrow account which shall assure the faithful performance by HSI of its obligations to complete after Closing 2 the landscaping and other improvements included in the Library Unit. The letter of credit or escrow account shall be in an amount to be mutually determined by DCD and HSI that reasonably represents the estimated cost to complete the landscaping and any other improvements included in the Library Unit that were not completed at the time of Substantial Completion. The letter of credit or escrow account may be released after HSI notifies DCD and MPL that all improvements covered by the letter of credit or escrow account have been completed and DCD and MPL acknowledge such completion in writing.
- H. Construction Continuation. The parties acknowledge that after Closing 2 both HSI and MPL will be performing construction work on the Property and will need staging areas and on-site trailers. The parties and their contractors shall work together to develop mutually agreeable locations for their trailers and staging areas. After Closing 2 and upon the City’s commencement of the Library Build Out, HSI and the City agree to use reasonable efforts to not interfere with each other’s construction activities. As necessary for HSI to complete work on the Library Landscaping and the HSI Unit following Closing 2, City hereby grants HSI a right of entry over portions of the Library Unit (the “Right of Entry”) necessary for the purpose of completing the Library Landscaping and HSI Unit. Prior to Closing 2, HSI shall provide proof to the City that the outdoor portions of the Library Unit are covered under HSI’s liability insurance and that the City is named as an additional insured. HSI shall maintain such liability insurance coverage at all times that it uses the Right of Entry.

9. RESTRICTIONS ON USE

HSI agrees for itself and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:

- A. Not discriminate upon the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof. Notwithstanding anything to the contrary set forth in this Agreement, including without limitation the provision set forth above

prohibiting HSI from discriminating on the basis of a lawful source of income, HSI and its successors in interest to the Property may, with respect to only the commercial space located in the HSI Unit, discriminate against a potential commercial tenant based upon its source of income regardless of whether its lawful.

B. Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

10. LIMITATIONS ON USE / OPTION TO PURCHASE

A. Limitation on Retail Space. A portion of the HSI Unit may include commercial space to be leased by HSI or its successor-in-interest in the HSI Unit. For only so long as the City owns the Library Unit, HSI and its successors-in-interest shall not allow the commercial space in the HSI Unit to be used for the following activities or types of use: tavern, adult retail or entertainment establishment, animal services or any use requiring a liquor license.

B. Option to Purchase Library Unit. In the event that the City's Common Council formally declares that the Library Unit is surplus to municipal needs and/or decides to sell or lease the Library Unit, the City shall so notify HSI of its intent to sell or lease the Library Unit and give HSI the option to purchase the Library Unit before the City markets the Library Unit for sale or lease. This Section 10.B. shall be in effect only for as long as HSI or an entity that is controlled by HSI Development Partners, LLC owns the HSI Unit. The following procedure shall be used with regard to the Library Unit option to purchase:

- (1) The City shall notify HSI in writing of the Common Council's declaration and the City's intent to sell or lease the Library Unit ("Notice of Conveyance") and HSI shall have 60 days to notify the City in writing of its intent to exercise the option to purchase the Library Unit ("Notice of Intent"). If HSI fails to so notify the City within 60 days or notifies the City that it has decided not to exercise the option to purchase the Library Unit, the City may proceed with selling or leasing the Library Unit to a third party and this Section 10.B. shall terminate.
- (2) If HSI provides the Notice of Intent to the City, City and HSI shall each have 30 days to hire an appraiser and notify the other party in writing of the name of the appraiser hired. The City and HSI shall each require their appraiser to provide a written appraisal of the fair market value of the Library Unit within 90 days after the date on which the second appraiser was identified to the other party. Each party shall provide a copy of its appraiser's report to the other party. From and after the City's delivery of the Notice of Conveyance until HSI's delivery of the Notice of Intent to the City, HSI shall have access to the Library Unit upon forty-eight (48) hours prior written notice, for the purpose of performing an inspection of the Library Unit. From and after HSI's delivery of the Notice of Intent to the City: (i) the City shall not enter into any leases of the Library Unit or any other contracts affecting the Library Unit, except for terminable contracts entered into in the ordinary course of operating the Library Unit; and (ii) the City shall not encumber the Library Unit including, without limitation, the City shall not grant any easements, mortgages, security interests, or liens in, to, or upon the Library Unit.
- (3) If the difference between the two appraisals is less than or equal to 10% of the higher of the two appraisals, the average of the two appraisals shall be the fair market value of the Library Unit. If the difference between the two appraisals is more than 10% of the higher of the two opinions, the City and HSI shall meet and confer and attempt to negotiate a fair market value for the Library Unit. If the parties are unable to agree on a fair market value within 30 days of receipt of both appraisal reports, they shall, within 60 days of receipt of both appraisal reports, jointly hire and equally share the cost of a third appraiser chosen by their respective appraisers to complete a third appraisal report within 90 days of the selection of said third appraiser.
- (4) Upon receipt of the third appraisal report, the fair market value of the Library Unit shall be the value as stated in that appraisal.
- (5) After determining the fair market value of the Library Unit, HSI shall have 30 days to notify the City in writing whether it intends to purchase the Library Unit for the fair market value as determined using the process described in this Section 10.B. ("Notice of Purchase"). Upon delivery of the Notice of Purchase, the parties shall have 90 days during which to close on the sale of the Library Unit. This deadline may be extended by the parties if additional time is necessary for HSI to obtain financing to purchase the Library Unit which extension shall not be unreasonably withheld so long as HSI has made a good faith effort towards obtaining such financing. The standard and customary payment of closing costs and proration of other amounts owed at closing shall apply.
- (6) All appraisers used under this section shall be licensed as Certified General Appraisers by the State of Wisconsin.

- (7) If, prior to City's receipt of the Notice of Purchase from HSI, the City decides that it wants to keep the Library Unit, the City shall so notify HSI in writing and the City may retain ownership of the Library Unit and the City shall reimburse HSI for its reasonable out of pocket expenses for appraisal costs incurred in connection with determining the fair market value of the Library Unit under this Section 10.B. However, anytime in the future that the City's Common Council formally declares that the Library Unit is surplus property no longer needed by the City, the City must first offer HSI the option to purchase the Library Unit as described herein so long as HSI or an entity controlled by HSI Development Partners, LLC still owns the HSI Unit.
- (8) HSI may assign the option to acquire the Library Unit granted under this Section 10.B. to an entity that is controlled by either: (i) HSI Development Partners, LLC or (ii) HSI Investments, LLC. Pursuant to City policy, City shall not sell the Library Unit to any party, as an individual or by a partnership, limited liability company or corporation that is in violation of the following City Buyer Policies at the time of closing:
 - (a) Is tax delinquent in the payment of any property tax (real or personal property), special assessment, special charge or special tax owed to the City;
 - (b) Has an outstanding judgment owed to the City;
 - (c) Has outstanding building or health code violations or orders from the City's Health Department or Department of Neighborhood Services that are not actively being abated;
 - (d) Has been convicted of violating an order of the Health Department or Department of Neighborhood Services within preceding 12 months;
 - (e) Has been convicted of a felony that causes neighborhood or community concerns with respect to neighborhood stability, health, safety or welfare; or
 - (f) Has been subject to a property tax foreclosure by the City within the preceding five years.
- (9) HSI may obtain a title insurance commitment reflecting the state of title for the Library Unit (the "Library Commitment"). If the Library Commitment shows any matter that affects the Library Unit that is unacceptable to HSI that the City cannot or will not cure, then HSI, may elect, in its sole discretion, not to acquire the Library Unit. Notwithstanding anything to the contrary in this Agreement, prior to the conveyance of the Library Unit to HSI, the City shall fully satisfy any monetary lien encumbering the Library Unit not caused by HSI. If HSI elects to not acquire the Library Unit in accordance with this Section 10.B.9, HSI shall not be responsible for any costs incurred by the City, MPL or any other subdivision of the City in connection with this Section 10.B.

11. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed that the covenants provided in Sections 9, 10.A. and 21 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in Section 9.B), against HSI, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in Section 9.A shall remain in effect without limitation as to time.

12. TRANSFER OF PROPERTY

HSI has not made or created, and will not, prior to issuance of the Certificate, make or suffer to be made any other sale, assignment, conveyance, lease or transfer in any other form with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Commissioner; provided, however, that HSI may, without the prior written approval of the Commissioner: (a) assign or transfer this Agreement to an entity which has substantially similar ownership as HSI; (b) grant a mortgage or any other security interest in the Property to HSI's lenders financing the Project; (c) enter into leases for the commercial space and residential apartments located in the HSI Unit; and (d) convey the Library Unit to the City pursuant to Section 8. In the event of (a) above, HSI must provide to City, within 3 days of any such assignment or transfer, written notice of the assignment or transfer, identifying the entity and the ownership interests in the assignee or transferee entity, and the similarity or overlap to HSI. Any such assignee or transferee (and any principal of any such entity) must meet and satisfy all of the City Buyer Policies set forth in Section 5.J, above.

13. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to issuance of the Certificate, neither HSI nor any successor in interest to the Property shall engage in any financing creating any security interest in the Property, whether by express agreement or operation of law, except for the purposes of obtaining (a) funds

necessary for completion of the Project, and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by HSI to the City. Until issuance of the Certificate, HSI (or its successor in interest) shall notify the City in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of HSI or otherwise.

14. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, Permitted Successors shall not be obligated by the provisions of this Agreement to complete the Project or to guarantee such Project; nor shall any covenant or any other provision in the Deed be construed to so obligate such Permitted Successor.

15. ENFORCED DELAY IN PERFORMANCE

Neither the City nor HSI, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for development or commencement and completion of the Project, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as reasonably determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

16. NO DAMAGES FOR DELAY

HSI shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property or the interior build-out of the Library Unit, unless the City, DCD, MPL or the agent of any of them caused the delay in question.

17. REMEDIES

- A. Prior to Conveyance. If, prior to City's conveyance of the Property, HSI assigns or attempts to assign this Agreement or any rights hereunder without the consent of the City (not to be unreasonably withheld, delayed or conditioned), or, after having satisfied all of the conditions on HSI's obligation to purchase the Property, HSI fails to pay the Purchase Price and take title to the Property, the City may, at its option, terminate this Agreement and retain any fees submitted by HSI as liquidated damages.
- C. Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach ("Default") by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured within said 30 days, the defaulting party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity, including, but not limited to, an action to compel specific performance and/or seek damages.
- D. Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party's Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default.
- E. City's Retained Reversionary Interest.
 - (1) Notwithstanding anything to the contrary contained herein or in the Deed, if, subsequent to Closing 1 and prior to issuance of the Certificate:
 - (a) HSI, or any successor, defaults on or violates its obligations with respect to constructing the Project in substantial compliance with the Approved Final Plans or abandons construction, and any such default, violation, or abandonment is not cured, ended or remedied within 90 days after City's written demand to HSI (and its lender) to do so; or
 - (b) HSI, or any successor, fails to pay real estate taxes, special assessments or special charges (other than special assessments or special charges that are the responsibility of the City pursuant to Section 5.I. of this Agreement) on the Property or any part thereof when due and such taxes or assessment shall remain unpaid or no provision satisfactory to the City has been made for such payment within 90 days after City's written demand to do so; or
 - (c) There is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within 90 days after the City's written demand to do so;

(collectively “Reverter Default”) then, and only then, shall the City have the right to reenter and take possession of the Property and to record against the Property in the Milwaukee County Register of Deeds Office a “Notice of Reverter.” HSI agrees that the recording of such Notice of Reverter in strict compliance with this Section E shall have the effect of delivering and recording a deed from HSI to City, and shall automatically terminate all of HSI’s rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through HSI, except Permitted Successors) and revert in the City, subject to rights of Permitted Successors, the full estate conveyed by the Deed. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to HSI pursuant and subject to this Agreement shall be made upon a condition subsequent to the conveyance that in the event of a Reverter Default, and the failure on the part of HSI to remedy, end, abrogate or otherwise cure such default, failure, violation, breach or other action or inaction, within the period and in the manner stated in such subdivisions, City at its option may effect a termination of the estate conveyed to HSI in favor of City in which case all rights and interests of HSI (and of any successor or assign to HSI or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, the City. And such reversioning of title in the City shall be subject to, limited by, and shall not defeat, render invalidate or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee authorized by this Agreement.

- (2) City’s reversionary right is a material provision of this Agreement, without which, the City would not have entered into this transaction.
- (3) City agrees that before exercising its reversionary interest, it will exercise its best efforts to work with HSI and/or any Permitted Successors to resolve the Reverter Default or to reach some settlement in an effort to avoid exercising the City’s reversionary interest.
- (4) Upon the issuance of the Certificate, this Section 17.E. shall automatically terminate along with the City’s reversionary interest in the Property.

18. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

- A. Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 17, City shall use best efforts to resell the Property or part thereof (subject to rights of Permitted Successors) as soon and in such manner as the City shall find feasible and consistent with the objectives of applicable law to a qualified and responsible party or parties (as determined by the City) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the City or (b) agree to undertake such other project at the Property as shall meet City’s approval or, alternatively, the Project with such modifications to which City agrees.
- B. Upon City resale of the Property (or part thereof) the proceeds thereof shall be applied:
 - (1) First, to reimburse the City for all costs and expenses incurred by the City, MPL or DCD, including, but not limited to, salaries of personnel in connection with the reversion in title, management and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount equal to such taxes, assessments or charges (as determined by the City’s assessing official) that would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversioning of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of HSI, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project (or such modified or alternate project as City may establish or to maintain the Property), and any amounts otherwise owing the City by the successors or transferee; and
 - (2) Second, to reimburse HSI, its successor or transferee, up to the amount equal to the sum of the Net Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any aspect of the Project on the Property or part thereof, less any gains or income withdrawn or made by it from this Agreement or the Property.
 - (3) Any balance remaining after such reimbursements shall be retained by the City as its property.

19. CONFLICT OF INTEREST: CITY’S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No City member, official or employee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No City member, official or employee shall be personally liable to HSI, or

any successor, in the event of any City default or breach or for any amount which may become due to his, or its successor, or on any obligations under the terms of this Agreement.

20. INDEMNIFICATION

HSI agrees to defend, indemnify and hold harmless City and MPL, the City's and MPL's officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against City or MPL on account of HSI's (or anyone acting for or at the direction of, or anyone claiming by, through, or under HSI) pre-Closing 1 entry onto or investigations at the Property. The provisions in this Section shall survive the consummation of Closing 1 for a period of six months.

21. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to HSI or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

22. GOVERNING LAW

This Agreement shall be construed according to Wisconsin law.

23. PUBLIC RECORDS

Records shall be maintained in accordance with the requirements prescribed by the City with respect to all matters related to the Library Unit covered by this Agreement. Both parties understand that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-39, and as such, all terms of this Agreement are subject to and conditioned on that law. HSI acknowledges and agrees that it is obligated to assist the City in retaining and producing all records related to the Library Unit in HSI's custody and control that have been created or maintained as a result of this Agreement to comply with the Wisconsin Public Records Law. HSI agrees that it shall assist City and the Milwaukee City Attorney's Office in complying with the public records law and in defending actions under that law, provided such assistance does not require HSI to financially contribute to the City's defending actions under that law, including, without limitation, the City's legal defense of a public records request, mandamus actions, or lawsuits. Except as otherwise authorized, those records shall be maintained for a period of seven years after Closing 2.

24. SUCCESSORS AND ASSIGNS.

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until issuance of the Certificate, HSI may not assign this Agreement or its rights hereunder without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

25. APPROVALS

In any instance in which City's approval or consent and/or the approval or consent of the Commissioner of DCD or MPL is required under this Agreement, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

26. NOTICES

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid, or by facsimile to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notices sent by facsimile shall be deemed delivered on the date of sending – providing, however, (i) any such notice is (and must be) sent between the hours of 9:00 A.M. and 4:00 P.M. on business days that the City's City Hall is open for business; and (ii) no error or similar message indicating inability to send is prompted by the sending of such notice by facsimile. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

If to the CITY:

City Real Estate Officer, Department of City Development
809 North Broadway, Milwaukee, Wisconsin 53202-3617
Phone: 414-286-5730

Facsimile: 414-286-0395

With a copy to:

Attorney Mary L. Schanning
Milwaukee City Attorney's Office
200 E. Wells Street, Room 800
Milwaukee, WI 53202-3551

and a copy to:

Paula Kiely, Milwaukee Public Library Director
and Milwaukee Public Library Board of Trustees
814 W. Wisconsin Avenue
Milwaukee, WI 53233

If to HSI:

HSI East Library Residential, LLC
c/o HSI Development Partners, LLC
Attn: Brett Haney or Ryan Schultz
20975 Swenson Drive, Suite 395
Waukesha, WI 53186

Phone: (414) 439-8701
Facsimile: (262) 439-8705

and a copy to:

Attorney Daniel A. Kaminsky
Davis & Kuelthau, s.c.
111 East Kilbourn, Suite 1400
Milwaukee, Wisconsin 53202
Phone: (414) 225-1431
Facsimile: (414) 278-3631

27. SPECIAL PROVISIONS

- A. HSI will not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. HSI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HSI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City or the State of Wisconsin setting forth the provisions of this nondiscrimination clause.
- B. HSI will include the provisions of Section 27.A in every construction contract affecting the Property that HSI is a direct party to and shall ensure that each such contract include a provision that requires the contractor to include the provisions of Section 27.A in any subcontract the contractor enters into with respect to the Project.

28. COUNTERPARTS

The Agreement is executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, HSI, _____ has hereunto set its hand this ____ day of _____, 2012.

HSI EAST LIBRARY RESIDENTIAL, LLC

By: HSI Development Partners, LLC

By _____
Ryan Schultz, a manager

By _____
Brett Haney, a manager

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2012, Ryan Schultz, to me known to me known to be a manager of the Manager of HSI East Library Residential, LLC and being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of HSI East Library Residential, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public,

_____ County

My commission _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2012, Brett Haney, to me known to me known to be a manager of the Manager of HSI East Library Residential, LLC and being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of HSI East Library Residential, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public,

_____ County

My commission _____

EXHIBIT A
Description of Property

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18, in Block 210, in Murray's Addition, in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin except the South 10 feet of Lot 10 for street purposes and plus the vacated street adjoining Lot 18 on the North.

Address: 1910 East North Avenue
Tax Key Number: 319-0772-100-3

Exhibit B

Library Shell Construction

Library Component – Building Requirements

- Approximately 16,000 square feet plus additional space for HVAC / mechanical components (not to exceed 17,000 square feet, but with additional space on the roof for the installation of the HVAC / mechanical components. The location and size of mechanical space shall be determined prior to HSI's submission of its Preliminary Application Package to HUD.).
- Ground floor location only at corner of North and Cramer.
- “Gray Box” condition (City to build-out the interior under separate bid and contract).
The attached checklist clarifies responsibilities between MPL and HSI for the gray box.
- Highly visible from the street with tempered laminate glass curtain wall/storefront.
- Single public entrance visible from North Avenue and the Library parking.
- Ceiling height of 17'4” minimum with a 20’ height preferred.
- 30-foot on-center column spacing.
- 150 pound/SF floor bearing capacity with capability to use heating coils and raised duct work.
- Loading area for daily truck delivery and staff entrance.
- Maximize daylight.
- Waterproofing barrier between the floor of the residential units / outdoor terrace and the ceiling of the Library.
- No loading dock shall be provided (see exterior enclosure)

Utilities / Mechanicals

- Separate HVAC and electrical service.
- Separate location for the Library's mechanical equipment.
- Use “Best Practices” for sustainable construction.
- Cast iron plumbing pipes in the ceiling.

Parking

- 40 spaces minimum at ground level for Library use only.
- Parking spaces shall be marked with striping.
- Easily accessible & visible to patrons.
- Free during library hours for library patrons and staff with after-hours use of these spaces controlled by the Library Board.
- Included in the Library condominium unit.

EXHIBIT B (CON'T)

East Branch Library

Delineation of Library Shell and Library interior build-out costs

March 23, 2012

<i>Description of work</i>	<i>Library Shell & Core (Developer)</i>	<i>Library Interior Improvement (Library)</i>
----------------------------	---	---

Site Work		
Site Grading	X	
Site Utilities – Electric and gas service to Library. Specific location and pipe size to coordinated with Library design.	X	
Parking for Library (40 marked, ground level parking spots)	X	
Curb and gutter	X	
Landscaping (Site landscaping shall exclude specialty stamped concrete, ornamental planters and other Library specific landscaping)	X	
Bike racks		X

Superstructure		
Concrete floors finished to an overall ff25 or better		X
Provision of concrete topping at library space		X
Structure of first floor deck to achieve min. live load of 150 psf	X	
Coring of floor penetrations for below-floor electrical and plumbing (including maintenance of required ratings)		X
Additional structural support for any special purpose equipment not supplied by Developer		X
Fireproofing of building structure only where required by code (perimeter and interior columns and beams/connections)	X	
Repair of any fireproofing damaged by Library interior construction (to be repaired using base building contractor)		X
Overall floor to finished ceiling height provided to be no less than 17'-4", allowing a minimum 16'-0" final ceiling height, with 20' preferred. A maximum depth for plumbing associated with second floor occupants will be agreed upon by all parties.	X	

Exterior Enclosure		
Exterior enclosure systems (complete) Exterior enclosure does not include surfaces on the interior wall surface.	X	
Perimeter fire stop between slab edge and exterior enclosure	X	
Stud framing and insulation at perimeter enclosure (spray foam insulation in stud cavity)	X	
Stud framing and finish at perimeter columns. Perimeter framing / glazing may be supported on the slab and not foundation and there may not be a topping slab if the structure is post tension concrete.		X
Window sills		X
Window treatments		X
Interior sealant at perimeter walls		X
Supply of exterior fresh-air intake louver		X
Installation of exterior fresh-air intake louver	X	

<i>Description of work</i>	<i>Library Shell & Core (Developer)</i>	<i>Library Interior Improvement (Library)</i>
Exterior Enclosure (cont.)		
Exterior storefront glazing system with U-value of 0.29, solar heat gain coefficient of 0.33 and condensation resistance factor exceeding 65; clear, low-e glazing. Perimeter framing/glazing to be supported on perimeter foundation, independent of interior topping slab. Coordinate design and size of Library fenestration with Library Architect. All of the exterior glazing on the library to be tempered/laminated glass.	X	
Rough-in opening for book return in location determined by Library.		X
Supply and installation of exterior book return.		X
Shading structures at south or west-facing windows as determined cooperatively by Developer and Library. Coordinate penetrations and attachments with Library.	X	
Exterior doors and all associated hardware that accommodates the Library's keycard access system.	X	
Library main entry doors and inside vestibule doors with access to electricity to allow for power assist doors.	X	
Fire protection of any exterior soffit conditions created by construction of upper building floors	X	
Roof access including control, roof pavers and access to Library equipment located at roof	X	

Base Building		
Mechanical room space no less than 450 square feet located outside Library space with controlled access for Library staff	X	
Water service, electrical service and mechanical equip space (1 total) with controlled Library staff access	X	
Locations for mechanical shafts for HVAC distribution for library	X	
Openings in precast or post tension structure to accommodate above (coordinate with Library)	X	
Mechanical shafts through first floor to accommodate piping/mechanical service to non-library tenants. Locations and sizes to be coordinated with Library design with no piping / mechanical service for non-library tenants going through the Library Unit.	X	
Electrical closet(s) for Library service		X

Interior Improvements (Library space)		
Men's and women's toilet rooms and associated plumbing		X
Entrance vestibule (exterior and interior standard glass metal framed doors and associated hardware).	X	
Entrance vestibule lighting and interior finishes		X

<i>Description of work</i>	<i>Library Shell & Core (Developer)</i>	<i>Library Interior Improvement (Library)</i>
Interior Improvements (Library space) (con't)		
Janitor's closet and associated plumbing		X
Interior partition walls and column enclosures		X
Interior finish at perimeter walls		X
Interior doors and hardware		X
Ceilings (GWB, ACT, other)		X
Access panels required for access to piping associated with second floor tenants (to be located outside of Library space)	X	
Casework		X
Millwork		X
Wall finishes		X
Floor finishes, including wall base		X
Furnishings, fixtures and appliances		X
Special finishes		X
Cable trays or other cable management		X
White noise masking (if required)		X
Computer equipment including all servers, racking, UPS's, PDU's, etc		X

Fire Protection		
Water service into water room with tee connection	X	
Provision of Siamese connection as required by FD	X	
Fire pump (if required for building) to be provided underneath Library space.	X	
Wet sprinkler system throughout the building including all vertical and horizontal main and branch piping, distribution and dry pipe, anti-freeze or other extension of sprinkler system to accommodate exterior canopy.	X	
Installation of sprinkler system flexible heads in Library space.		X
Fire extinguishers and related cabinets and signage as required (library space only)		X
Pre-action or chemical or other special fire suppression systems		X

Plumbing		
Domestic cold water stub into library space at water room with meter to be provided underneath Library space.	X	
Roof drains and associated piping (coordinate locations with library layout) Drains to be routed outside of the library area. Location of drains and downspouts to be coordinated and determined by Developer and MPL.	X	
Routing of all tenant water system to be routed vertically outside of the library area.	X	
All domestic water system distribution for residential units to take	X	

<i>Description of work</i>	<i>Library Shell & Core (Developer)</i>	<i>Library Interior Improvement (Library)</i>
place outside of the library area volume; above the second floor slab.		
Plumbing (cont.)		
Second floor slab to be waterproofed; all penetrations of second floor slab to be booted and waterproofed.	X	
Sanitary sewer stub into library space to be provided underneath Library space.	X	
Provision of cold water to library with associated meters	X	
Hot and cold water distribution throughout Library		X
Sanitary piping distribution throughout Library and connection at lower level		X
Vent piping distribution throughout Library and connection at second floor		X
Toilet room and kitchenette plumbing systems (including fixtures)		X
Janitor's closet mop basins and service fixtures		X
Condensate piping from cooling equipment serving Library to point of connection		X
Cast iron (over 3" o.d.) and metal piping for all piping directly above Library space serving other building tenants (no PVC)	X	
Insulation of piping in Library ceiling serving other building tenants	X	
Fire-stopping of all penetrations related to piping or other services penetrating slab above Library space and serving other building tenants. Refer to waterproofing notes above	X	

Heating, Ventilating and Air Conditioning		
Interior air handling unit and remote chiller/condenser serving Library space		X
Provision of location for library condensing unit, internal pathways and required lighting, service platform and safety railings as required by OSHA	X	
Gas fired boiler and associated pumps, vents and exhaust		X
Required high-pressure ductwork including vertical runs serving library space		X
Ventilation systems at elevator and electrical rooms (if required)	X	
Ventilation of all tenant trash enclosure rooms, if required by code.	X	
Stair pressurization system head end equipment, ductwork, piping and controls (if required)	X	
Supplemental exhaust systems (if required for library space)		X
All required hot water piping serving library space		X
Facilities Management System (FMS) with controls for mechanical equipment serving library space		X
Fan powered and non-fan powered VAV boxes with hot water coils including all associated high and low pressure ductwork		X
Underfloor terminal units, grilles, diffusers and ductwork as required		X

for library space		
Underfloor piping/tubing and associated pumps for in-floor radiant heating		X
Description of work	Library Shell & Core (Developer)	Library Interior Improvement (Library)
Heating, Ventilating and Air Conditioning (cont.)		
Supplemental cooling/heat rejection for computer equipment room		X
Hot water perimeter heat		X
Humidification system		X

Electrical		
High-voltage secondary distribution system with substations at main electrical room and connections to utility	X	
Building transformer (if required)	X	
Lighting at stairwells, lower level mechanical/electrical room(s), trash room and other shell and core spaces	X	
Lighting at electrical closets, data/telecom room within library space		X
Emergency power for building fire and life-safety system	X	
Emergency lighting within library space		X
Emergency power generation or power backup to support non-life safety library system		X
Exit signage and lighting, including emergency lighting at stairwells and exterior doors	X	
Building fire alarm system (head end equipment and implementation in non-library building space, including location of annunciator panel per FD requirements	X	
Installation of fire alarm devices in library space and connection to building system.		X
Power and lighting distribution (all connections to main electrical room location) including all required sub-panels, step-down transformers, etc. Pathways to be made available by developer.	X	X
Library interior power receptacles		X
Library interior lighting fixtures		X
Exit signage within interior library space		X
Rough-in of all library computer equipment		X
Electrical and conduit for exterior building security lighting including parking lot (coordinate with Library)	X	
Fixtures for exterior building security lighting for the Library Unit including the surface parking		X

Communications		
Fiber optic or cable service to building for residential tenants and retail tenant	X	
Fiber optic or cable service to building for Library		X
Communications distribution and cabling (voice and data) including		X

all outlets, conduits, cable trays, etc.		
Main point of presence (demarc) room and raceways to property line for internet and city phone lines	X	
Communications head end equipment incl. all UPS and PDU systems		X

<i>Description of work</i>	<i>Library Shell & Core (Developer)</i>	<i>Library Interior Improvement (Library)</i>
----------------------------	---	---

Security Systems		
Library security panel		X
Electronic pass control at residential and retail tenant spaces	X	
Electronic pass control at Library spaces		X
Security cameras and motion detection within library space		X
Security cameras at building exterior sidewalks for library security		X
Security cameras for library parking		X
Security cameras for non-library uses	X	

Miscellaneous		
Exterior Library signage, including all illumination and controls		X
Conduit and envelope openings for exterior library signage, where needed	X	
Interior signage		X
Elevator serving residential floors allowing Library staff-only access to mechanical room and roof	X	
Construction signage	X	
Construction signage for Library build-out		X



City of Milwaukee Fiscal Impact Statement

A **Date** 3/22/2012 **File Number** 111405 **Original** **Substitute**

Subject Substitute resolution authorizing a Purchase, Sale and Development Agreement for the East Library at 1910 East North Avenue with HSI Properties, LLC to approve sale of the property, redevelopment of a mixed-use building and acquisition of the new East Library condominium unit, in the 3rd Aldermanic District.

B **Submitted By (Name/Title/Dept./Ext.)** Rocky Marcoux, Commissioner, DCD, x5800

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 **Charge To**

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

	Purpose	Specify Type/Use	Expenditure	Revenue	
E	Salaries/Wages		\$0.00	\$0.00	
			\$0.00	\$0.00	
	Supplies/Materials		\$0.00	\$0.00	
			\$0.00	\$0.00	
	Equipment		\$0.00	\$0.00	
			\$0.00	\$0.00	
	Services		\$0.00	\$0.00	
			\$0.00	\$0.00	
	Other	Gross Sale Price to be used for sale and purchase expenses; remaining funds, if any, will be deposited in the Library Fund.		\$0.00	\$20,000.00
				\$0.00	\$0.00
	TOTALS		\$ 0.00	\$20,000.00	

F

Assumptions used in arriving at fiscal estimate. _____

G

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 1-3 Years 3-5 Years 1-3 Years 3-5 Years**H**

List any costs not included in Sections D and E above. _____

I

Additional information. _____

JThis Note Was requested by committee chair.

Milwaukee Public Library



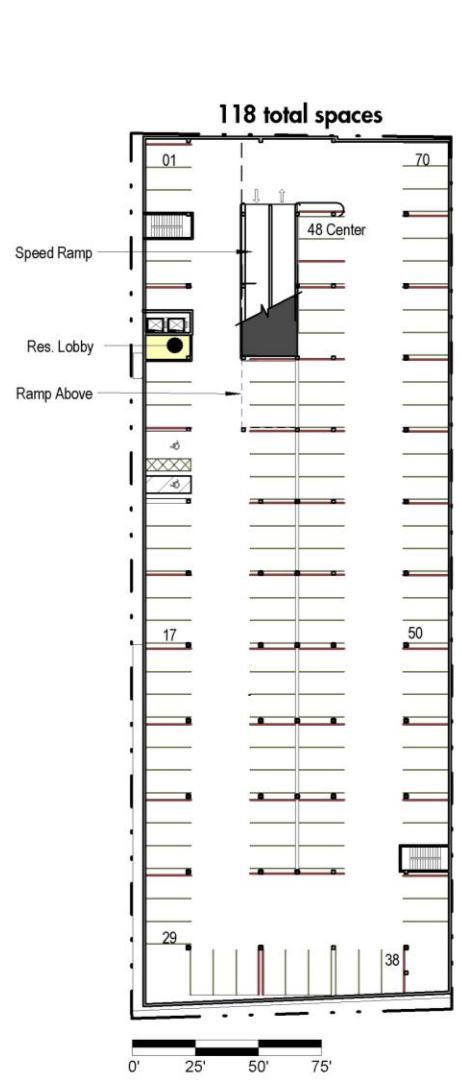
East Library Branch

Complying with the Design Guidelines for the East Side Business Improvement District

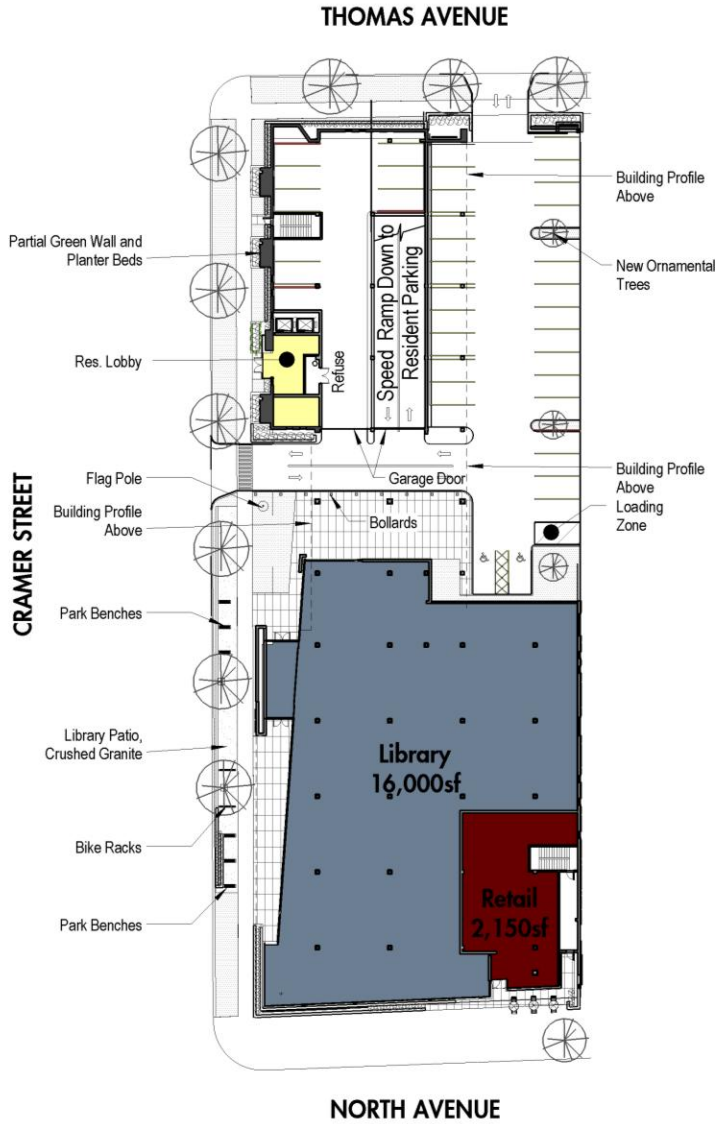
HSI PROPERTIES - WIRED PROPERTIES - ENGBERG ANDERSON



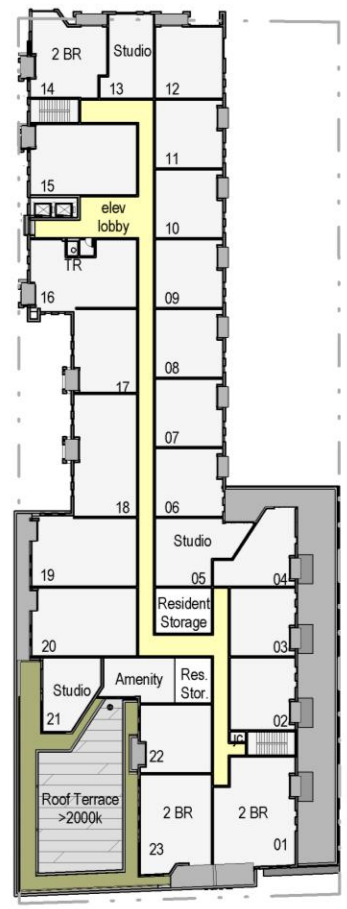
MILWAUKEE
PUBLIC LIBRARY



LOWER LEVEL



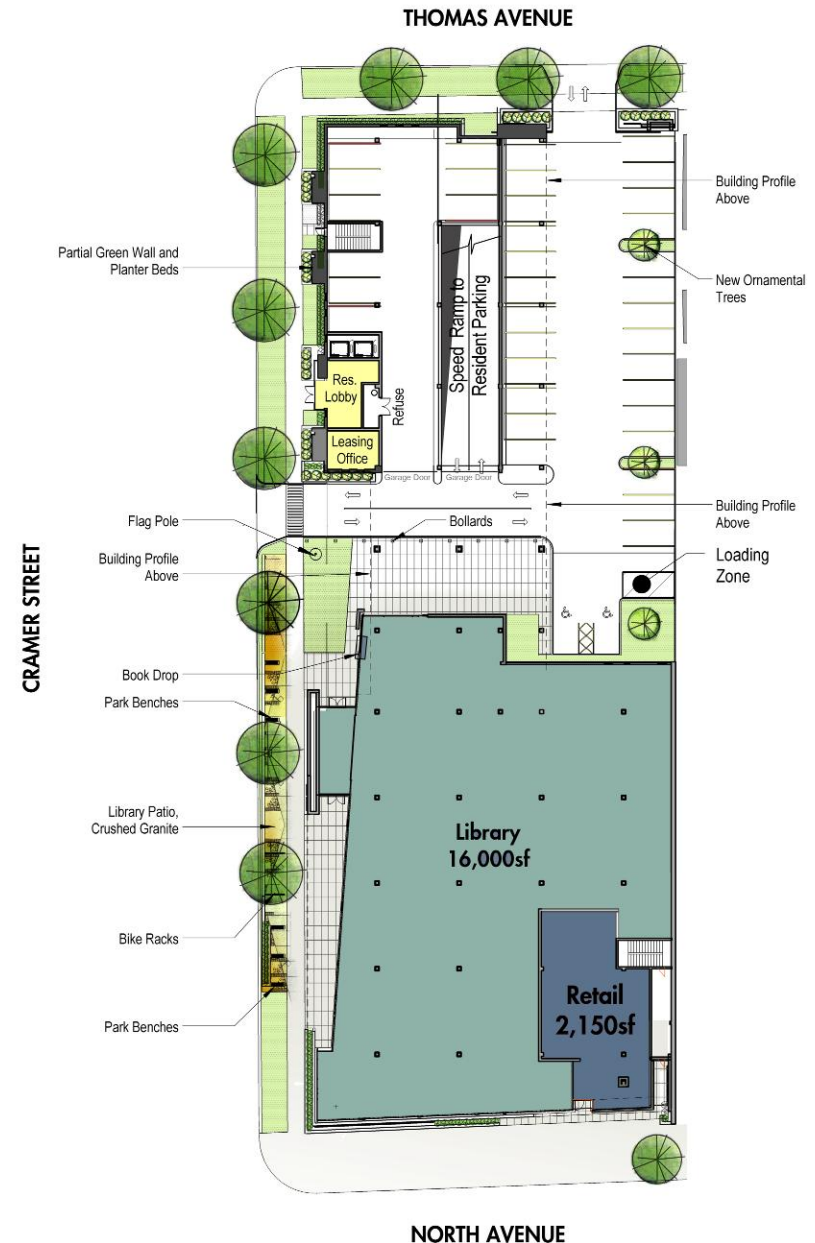
FIRST LEVEL



FIRST RESIDENT LEVEL

Landscaping

- The North Avenue streetscape will include hardscape and street trees.
- The Cramer Street streetscape at the Library will be primarily hardscape and street trees with a planter along the building edge. The zone between the curb and sidewalk will include benches and bike parking.
- The Cramer street edge along the residential portion of the building softens with the parkway planted with grass and street trees. and the residential mass set back x feet with native plantings along the edge.
- Potted trees soften the Eastern edge of the surface parking. The surface lot is above parking below so full size trees are not possible.















Library
Entrance

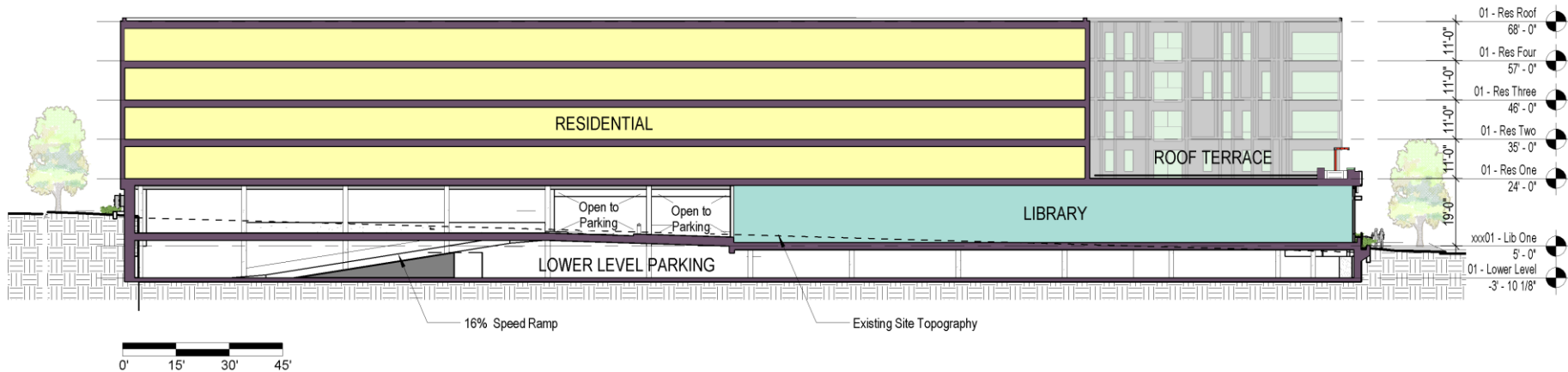
Mosaic Panels from existing Library,
Integrated into building Storefront

Articulated/Extensive
Ground Floor Storefront

North/South Building Stacking Diagram

Thomas Ave

North Ave.



Complying with the Design Guidelines for the East Side Business Improvement District

HSI PROPERTIES - WIRED PROPERTIES - ENGBERG ANDERSON

South Elevation / West Elevation

Lightweight Panelized Cladding (color 1)

Lightweight Panelized Cladding (color 2)

Accent Cornice, Trellis at Green Roof

Curtainwall with integrated wood inserts and existing mosaic window panels from existing Library



NORTH AVENUE (SOUTH) ELEVATION

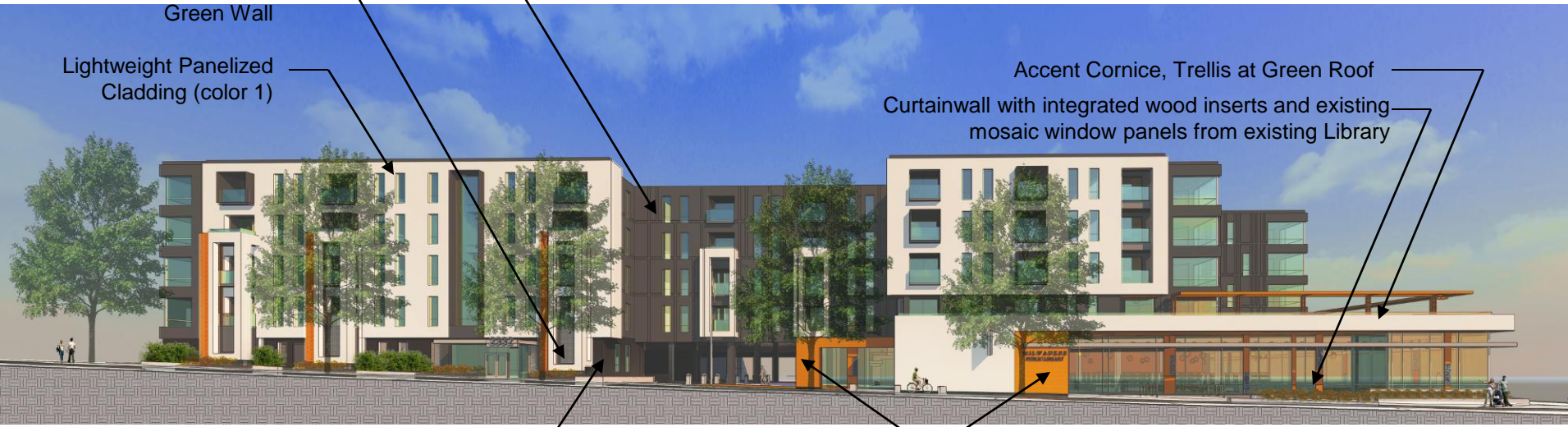
Lightweight Panelized Cladding (color 2)

Planter bed with Partial Green Wall

Lightweight Panelized Cladding (color 1)

Accent Cornice, Trellis at Green Roof

Curtainwall with integrated wood inserts and existing mosaic window panels from existing Library



Unit Masonry, Typ. at Base of Building

Wood Cladding to match wood at Curtainwall

CRAMER STREET (WEST) ELEVATION

Complying with the Design Guidelines for the East Side Business Improvement District

HSI PROPERTIES - WIRED PROPERTIES - ENGBERG ANDERSON



SUSTAINABILITY

“Location and Neighborhood Fabric”

“Site Improvements”

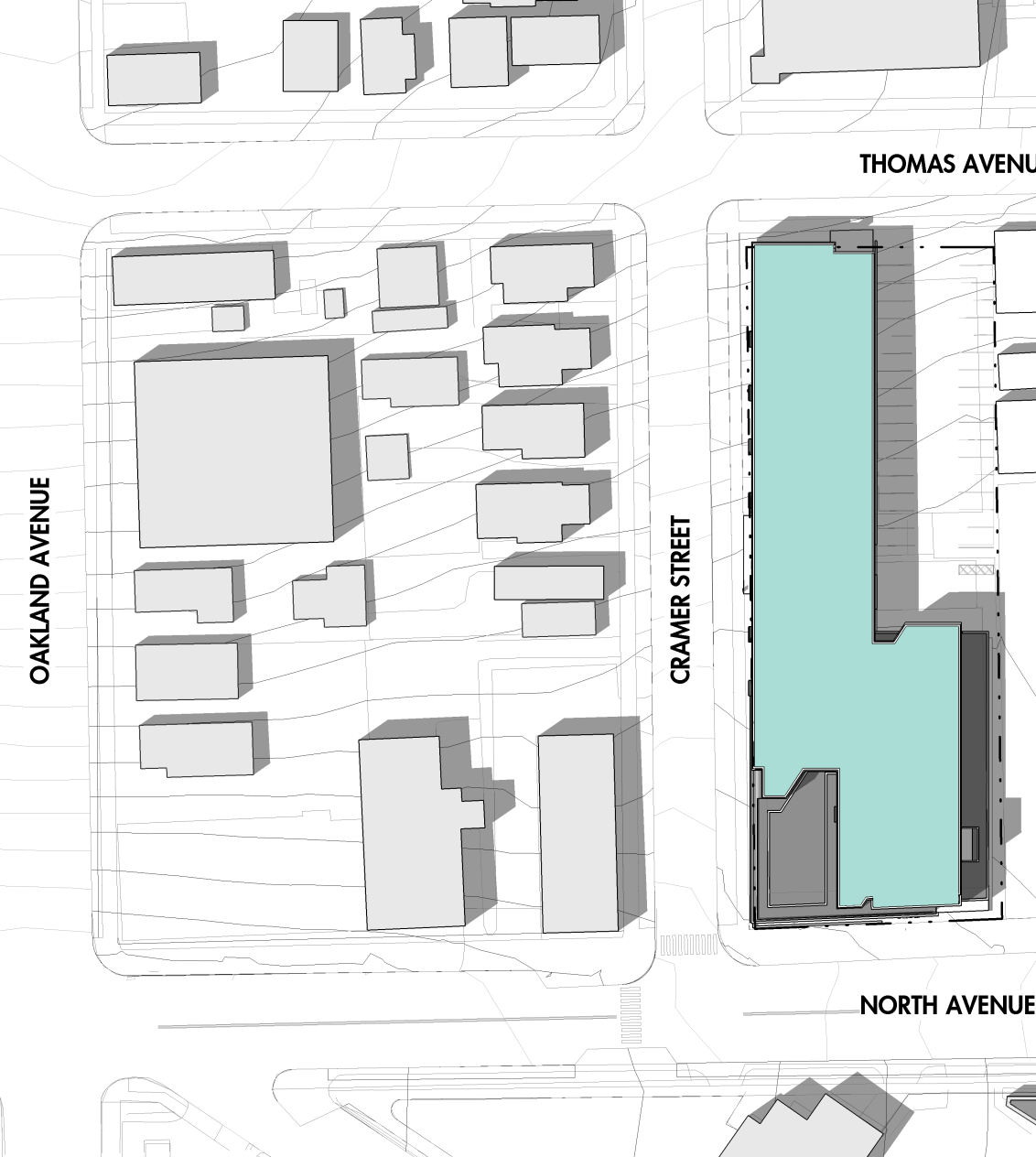
“Water Conservation”

“Energy Efficiency”

“Beneficial Materials”

“Operations and Maintenance”





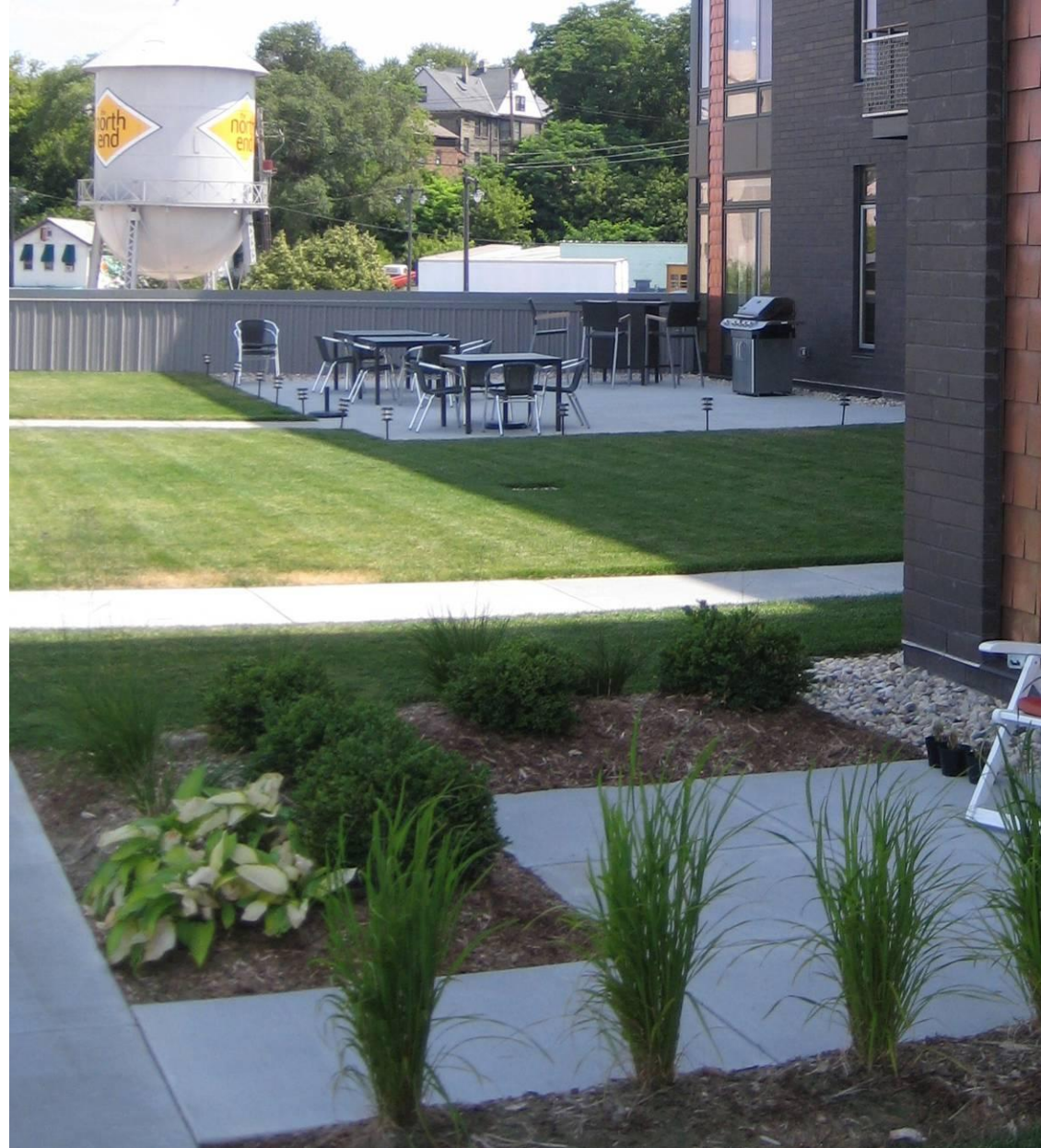
Location and Neighborhood Fabric

- Infill development with proximity to public transportation
- Walkable pedestrian neighborhood
- Qualifies for smart location credits
- Approximately 90 units per acre



Site Improvements

- Stormwater management plan
- Pocket park
- Green roof





Water Conservation

- Water conserving appliances and fixtures including toilets, showerheads, kitchen faucets and bath faucets



Energy Efficiency

- Exceed ASHRAE 90.1 2004 by 15%
- Energy Star rated washers, dryers, dishwashers and refrigerators
- Daylight sensors
- Energy modeling with annual savings goal of 35% of baseline





Beneficial Materials

- Job site waste management and recycling
- Low VOC paints, adhesives, caulks and sealants
- CRI Green Label certified carpet
- Energy Star bathroom exhaust fans
- Power vented kitchen exhaust fans to exterior
- Passive radon system if required



Operations & Maintenance

- Building maintenance manual
- Handbook for residents about building, neighborhood and green tips
- Demonstration of operation of mechanical equipment, recycling etc.





Legislation Details (With Text)

File #: 111395 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 2/7/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution to vacate the unimproved north-south alley in the block bounded by East Bottsford Avenue, South Lenox Street, South Pine Avenue and East Van Norman Avenue extended, in the 13th Aldermanic District.

Sponsors: THE CHAIR

Indexes: ALLEY VACATIONS

Attachments: Exhibit A, City Plan Commission Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/7/2012	0	COMMON COUNCIL	ASSIGNED TO		
2/9/2012	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111395
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR

Title
Substitute resolution to vacate the unimproved north-south alley in the block bounded by East Bottsford Avenue, South Lenox Street, South Pine Avenue and East Van Norman Avenue extended, in the 13th Aldermanic District.

Analysis
This substitute resolution vacates the above alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

Body
Whereas, It is proposed that the unimproved north-south alley in the block bounded by East Bottsford Avenue, South Lenox Street, South Pine Avenue and East Van Norman Avenue extended be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

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

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

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

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

All of the north-south 20-foot wide alley as originally platted in Christiaansen's Subdivision, a recorded subdivision, in the Southeast 1/4 of Section 21, Township 6 North, Range 22 East, lying between the south line of said subdivision and the north line of said subdivision is vacated; and, be it

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

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

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

Drafter

DCD:EAR:ear

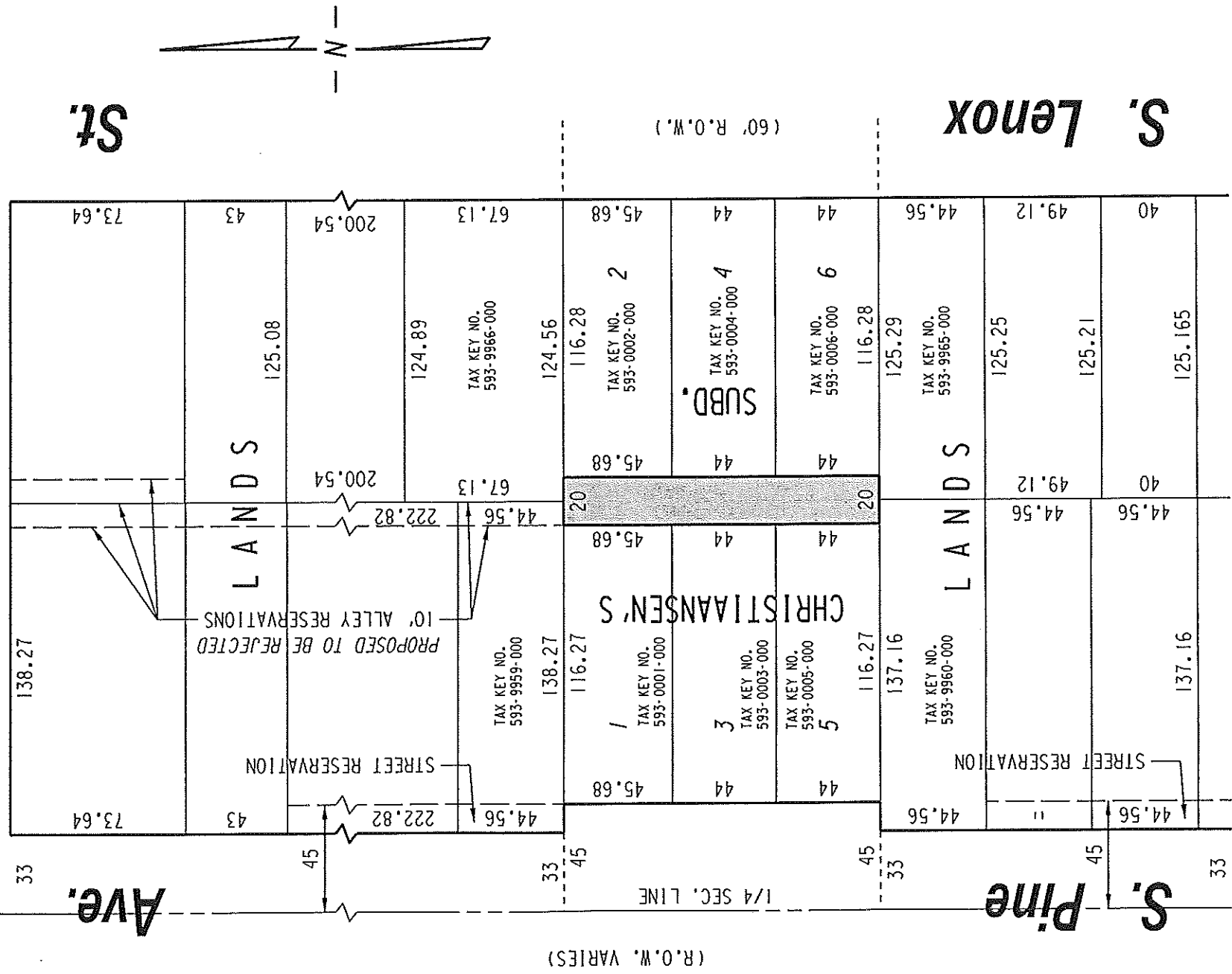
05/03/12

593

S.E. 1/4 SEC. 21, T.6N., R.22E.

(30' R.O.W.)

E. Bottsford Ave.



(E. Van Norman Ave. ext.)

UNIMPROVED PUBLIC ALLEY
PROPOSED TO BE VACATED

EXHIBIT "A"
FILE NO. 111395
INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS
DRAWN BY: W.E.F.
PROJECT/GRANT NO.: WK52337312
APPROVED BY:

CH'K'D. BY: W.E. FUCHS
DATE: MARCH 9, 2012
SCALE: 1" = 60'

13TH ALDERMANIC DISTRICT
ALD. TERRY L. WITKOWSKI

Marcia Cornell
CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
ENGINEER

April 24, 2012

To the Honorable Members of the
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 111395 vacates the unimproved north-south alley in the block bounded by East Bottsford Avenue, South Lenox Street, South Pine Street, and East Van Norman Avenue extended in the 13th Aldermanic District. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

The Department of Public Works Coordinated Report contains no stated objections to the proposed vacation. No additional fees will be incurred as a result of this vacation.

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on April 23, 2012, recommended approval of the file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Terry Witkowski



Legislation Details (With Text)

File #: 111397 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 2/7/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution to vacate the unimproved portion of the north-south alley in the block bounded by South Chase Avenue, West Hayes Avenue, South 3rd Street extended and South 4th Street, in the 14th Aldermanic District.

Sponsors: THE CHAIR

Indexes: ALLEY VACATIONS

Attachments: Exhibit A, City Plan Commission Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/7/2012	0	COMMON COUNCIL	ASSIGNED TO		
2/9/2012	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111397
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

Substitute resolution to vacate the unimproved portion of the north-south alley in the block bounded by South Chase Avenue, West Hayes Avenue, South 3rd Street extended and South 4th Street, in the 14th Aldermanic District.

Analysis
This substitute resolution vacates the above portion of alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by the Milwaukee Department of Public Works, since said portion of alley is not needed for public purposes.

Body
Whereas, It is proposed that the unimproved portion of the north-south alley in the block bounded by South Chase Avenue, West Hayes Avenue, South 3rd Street extended and South 4th Street be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

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

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

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

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

That part of the north-south 10-foot wide alley, as originally platted in G.H. Chase's Subdivision, a recorded subdivision, in the Northeast 1/4 of Section 8, Township 6 North, Range 22 East, lying between the easterly extension of the south line of Lot 12 in said subdivision and the south line of West Hayes Avenue extended is vacated; and, be it

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

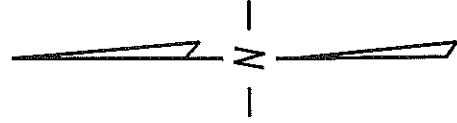
Further Resolved, That the Commissioner of Public Works and/or the City Engineer are authorized to implement the actions listed in the coordinated report relating to said vacation and when a money deposit is required, it must be deposited prior to implementing said actions; and, be it

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

Drafter

DCD:EAR:ear

05/03/12



St.

(63' R.O.W.)

S. 4th

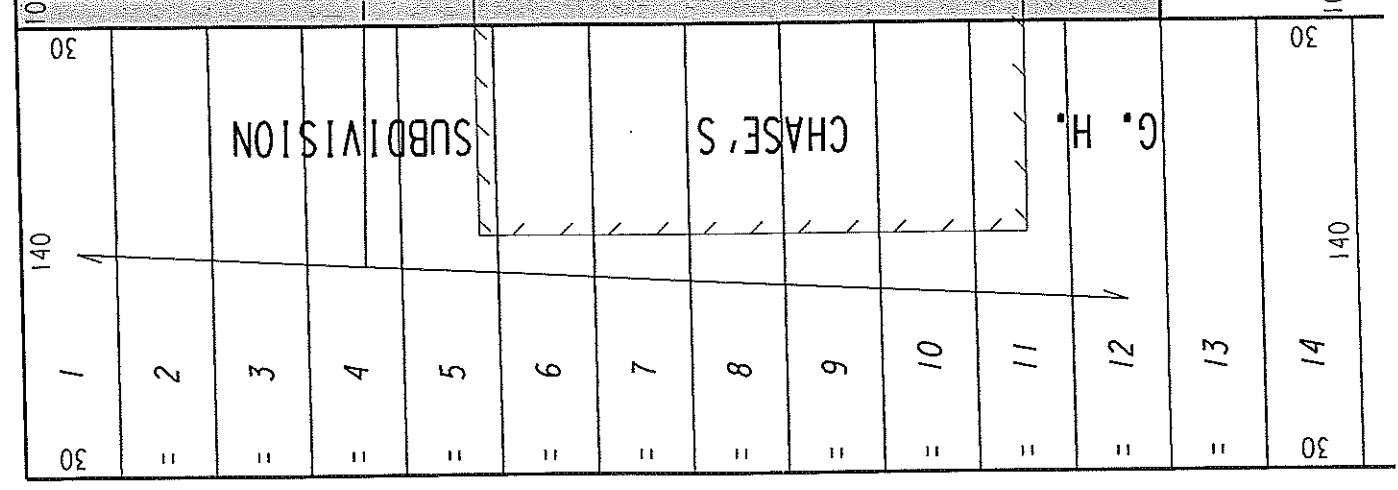
498

N.E. 1/4 SEC. 8, T.6N., R.22E.

S. 3rd St.

W. Hayes Ave.

(60' R.O.W.)



(S. Chase Ave.)

EXHIBIT "A"

FILE NO. 111397

INFRASTRUCTURE SERVICES DIVISION

UNIMPROVED PORTION OF PUBLIC ALLEY (NOT IN USE) PROPOSED TO BE VACATED

MILWAUKEE, WISCONSIN

ASSIGNED TO: .D. BEKELE
 CH'K'D. BY: W.E. FUCHS
 DRAWN BY: .D.B.
 DATE: MARCH 9, 2012
 PROJECT/GRANT NO.: WK52337313
 SCALE: 1" = 60'

APPROVED BY:

14TH ALDERMANIC DISTRICT
 ALD. TONY ZIELINSKI

Marcia Cornell
 CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
 ENGINEER

April 24, 2012

To the Honorable Members of the
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 111397 vacates the unimproved portion of north-south alley in the block bounded by South Chase Avenue, West Hayes Avenue, South 3rd Street extended, and South 4th Street in the 14th Aldermanic District. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

The Department of Public Works Coordinated Report contains no stated objections to the proposed vacation. No additional fees will be incurred as a result of this vacation.

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on April 23, 2012, recommended approval of the file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Tony Zielinski



Legislation Details (With Text)

File #: 111399 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 2/7/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution to vacate the unimproved north-south alley in the block bounded by West Manitoba Street, West Oklahoma Avenue, South 10th Street and South 11th Street, in the 14th Aldermanic District.

Sponsors: THE CHAIR

Indexes: ALLEY VACATIONS

Attachments: Exhibit A, City Plan Commission Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
2/7/2012	0	COMMON COUNCIL	ASSIGNED TO		
2/9/2012	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111399
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

Substitute resolution to vacate the unimproved north-south alley in the block bounded by West Manitoba Street, West Oklahoma Avenue, South 10th Street and South 11th Street, in the 14th Aldermanic District.

Analysis

This substitute resolution vacates the above alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

Body

Whereas, It is proposed that the unimproved north-south alley in the block bounded by West Manitoba Street, West Oklahoma Avenue, South 10th Street and South 11th Street be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

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

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

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

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

All of the north-south 20-foot wide alley, as originally platted, in Block 6 of Vogel Park, a recorded subdivision, in the Southwest 1/4 of Section 8, Township 6 North, Range 22 East, lying between the south line of West Manitoba Street extended and the north line of West Oklahoma Avenue extended is vacated; and, be it

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

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

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

Drafter

DCD:EAR:ear

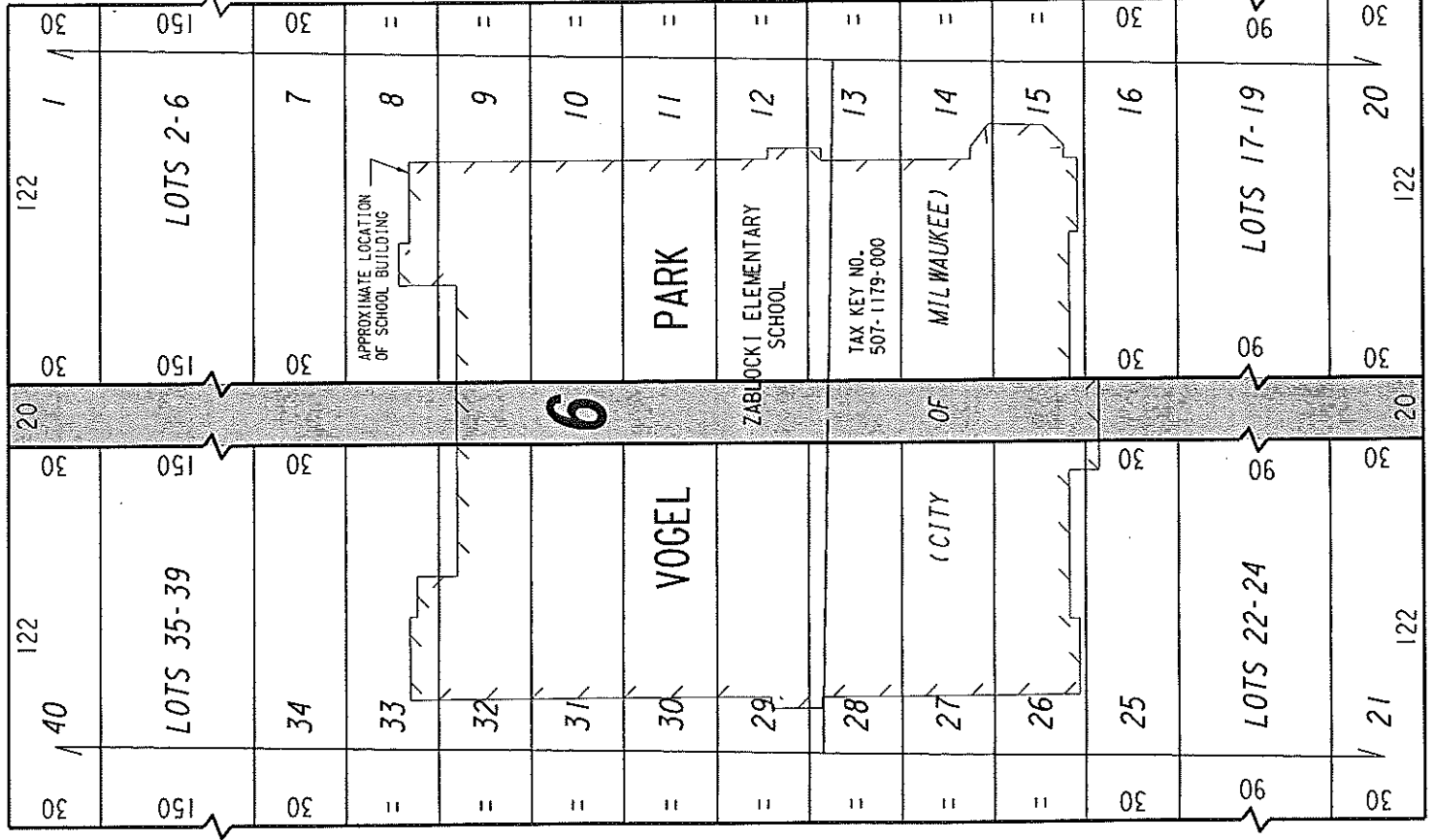
05/03/12

507

S. W. 1/4 SEC. 8, T. 6N., R. 22E.

W. Manitoba St.

(60' R.O.W.)



S. 11th St.

(60' R.O.W.)

S. 11th St.

S. 10th St.

(60' R.O.W.)

S. 10th St.

33 SEC. LINE 33

W. Oklahoma Ave.

(100' R.O.W.)

 UNIMPROVED PUBLIC ALLEY
(NOT IN USE) PROPOSED
TO BE VACATED

EXHIBIT "A"

FILE NO. 111399

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

ASSIGNED TO: S. BIEGANSKI CH'K'D. BY: W.E. FUCHS

DRAWN BY: S.B. DATE: MARCH 9, 2012

PROJECT/GRANT NO.: WK52337314 SCALE: 1" = 60'

APPROVED BY:

14TH ALDERMANIC DISTRICT
ALD. TONY ZIELINSKI

Marcia Cornell
CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
CIVIL ENGINEER

April 24, 2012

To the Honorable Members of the
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 111399 vacates the unimproved north-south alley in the block bounded by West Manitoba Street, West Oklahoma Avenue, South 10th Street, and South 11th Street, in the 14th Aldermanic district. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

The Department of Public Works Coordinated Report contains no stated objections to the proposed vacation. No additional fees will be incurred as a result of this vacation.

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on April 23, 2012, recommended approval of the file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Tony Zielinski



Legislation Details (With Text)

File #: 111709 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the Department of City Development to prepare a resolution to vacate the unimproved alley in the block bounded by East Bolivar Avenue, South Lenox Street, South Pine Avenue and South Whitnall Avenue, in the 13th Aldermanic District.

Sponsors: THE CHAIR

Indexes: ALLEY VACATIONS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111709
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution directing the Department of City Development to prepare a resolution to vacate the unimproved alley in the block bounded by East Bolivar Avenue, South Lenox Street, South Pine Avenue and South Whitnall Avenue, in the 13th Aldermanic District.

Analysis

This resolution directs the Department of City Development to prepare a resolution to vacate said alley in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by the Milwaukee Department of Public Works, since said alley is not needed for public purposes.

Body

Whereas, It has been proposed by the Department of City Development that the unimproved alley in the block bounded by East Bolivar Avenue, South Lenox Street, South Pine Avenue and South Whitnall Avenue, be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of City Development is directed to prepare a resolution to vacate said alley in accordance with Section 308-28 of the Milwaukee Code of Ordinances.

Drafter
DCD:EAR:ear
04/11/12/A



Legislation Details (With Text)

File #: 111667 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution approving a lease agreement with New Cingular Wireless PCS, LLC for the placement of personal communications services antennas and ancillary equipment at the Linnwood Water Treatment Facility at 3000 N. Lincoln Memorial Drive.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, COMMUNICATIONS SYSTEMS, LEASES

Attachments: Linnwood Final Lease, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111667
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

Substitute resolution approving a lease agreement with New Cingular Wireless PCS, LLC for the placement of personal communications services antennas and ancillary equipment at the Linnwood Water Treatment Facility at 3000 N. Lincoln Memorial Drive.

Analysis
This resolution authorizes City officials to enter into a lease agreement with New Cingular Wireless PCS, LLC for the placement of utility lines and cables, equipment shelter, antennas and appurtenances at the Linnwood Water Purification Plant at 3000 North Lincoln Memorial Drive in the City. The agreement also provides for vehicular ingress and egress by New Cingular Wireless PCS, LLC to access its equipment.

The term of this new lease is 15 years effective September 1, 2010. The agreement provides options to extend the lease for up to 3 additional 5-year periods.

The lease provides for an initial rent payment of \$27,000 for the first year with rents increasing by 5% each additional year.

Body

Whereas, The Common Council has previously adopted resolutions approving placement of communications equipment on the site of the Linnwood Water Purification Plant at 3000 N. Lincoln Memorial Drive in the City; and

Whereas, The Department of Administration, working with the Water Works Division and the City Attorney's Office, has negotiated a proposed lease agreement with New Cingular Wireless PCS, LLC for a term of 15 years commencing September 1, 2010, with options for 3 additional 5-year lease periods; and

Whereas, The lease agreement with New Cingular Wireless PCS, LLC provides for the placement of utility lines and cables, equipment shelter, antennas and appurtenances on the property of the Linnwood Water Purification Plant at 3000 North Lincoln Memorial Drive in the City; and

Whereas; The agreement addresses important security and safety concerns reflected in Addendum D entitled, "Security and Safety Requirement"; and

Whereas, The lease agreement provides for rental payments to the City beginning with a payment of \$27,000 for the first year of the agreement and for annual payments increased by 5% each year payable within 5 days of each anniversary of the commencement date; and

Whereas, The lease agreement offers a fair market value to the City, protects other City interests, and is acceptable to all City participants; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Common Council approves the lease agreement, identified as the " Lease Agreement," between the City of Milwaukee and New Cingular Wireless PCS, LLC for the placement of utility lines and cables, equipment shelter, antennas and appurtenances, a copy of which is attached to this file, to expire September 1, 2025, subject to 3 renewal periods of 5 years each, and authorizes the proper City officials to enter into this lease agreement on behalf of the City of Milwaukee.

Requestor

Department of Administration

Drafter

LRB138909-2.1

Richard L. Withers

5/4/2012

LEASE AGREEMENT

This Agreement (“Lease” or “Agreement”), made as of this 1st day of September, 2010, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as “Lessor”, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee.”

RECITALS

A. Lessor is the owner of water purification plant located on the Property at 3000 North Lincoln Memorial Drive in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit “A” attached hereto and incorporated herein (“Property”).

B. Lessee desires to lease certain space on the Property, hereinafter referred to as “the Leased Space” and as described on Exhibit “B” and its subparts attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access for the term of this Agreement, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s equipment shelter, antennas and appurtenances as described on Exhibit “C” attached hereto and incorporated herein (“Lessee’s Equipment”).

C. Lessor is willing to lease to Lessee the Leased Space and certain non-exclusive easement rights of access for the term of this Agreement, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s Equipment, under the following terms and conditions.

AGREEMENT

1. Term.

a. Initial Term. This Agreement shall be for an initial term of fifteen (15) years (“Initial Term”), commencing as of September 1, 2010 (the “Commencement Date”).

b. In Lessor’s reasonable discretion, Lessor may grant to Lessee three (3) additional five-year terms (the “Renewal Terms”). To the extent Lessee is interested in pursuing the Renewal Terms, Lessee shall provide a written request therefore to Lessor not less than ninety (90) days prior to the expiration of the existing Term and the Agreement shall renew upon the same terms and conditions, including, without limitation, the monthly rental rate and annual escalations of the Rent.

2. Termination by Lessor for Special Purpose.

If, at any time during the term of this Agreement, the Common Council of the City of Milwaukee determines that the Leased Space is needed for a special purpose by Lessor or any of its bureaus or departments, this Agreement, and any extension thereof, shall be subject to cancellation by Lessor upon one (1) years’ prior written notice to Lessee (“Special Purpose Termination”). In the event of such termination, Lessee shall pay a prorated rent amount hereunder during the period between the date of Lessor’s notice of termination and Lessee’s

vacation of the Leased Space. During such period, Lessee shall be entitled to remove from the Leased Space all of Lessee's Equipment.

3. Rent. Annual rent shall be \$27,000.00 for the first year of the Initial Term, increased every year of the Initial Term and any Extension Terms by five percent (5%). Rent shall be paid in advance and delivered on or before the 5th day after the anniversary of the Commencement Date and every year thereafter to the address set forth in this Agreement for giving notices.

4. Use. Lessee shall use the Leased Space for the transmission and reception of communication signals and the installation, construction maintenance, operation, repair, replacement and upgrade of Lessee's Equipment. A copy of Lessee's FCC filing papers and any issued licenses must be provided to Lessor. Lessee shall not use the Leased Space for the provision of "cable service" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee use the Leased Space as a "cable communications system" as defined in sec. 99-3-5, Milwaukee Code of Ordinances.

5. Installation.

a. The antennas and appurtenances described in Exhibit "C" shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld, delayed or conditioned. Lessee shall install these items at Lessee's cost. Subsequent maintenance and replacement shall be the responsibility and at the discretion of Lessee. All improvements, modifications and replacements for Lessee's Equipment shall be subject to the requirements contained in Exhibit D, and the same shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding.

b. Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Lessee's Equipment, the operations of Lessee or the rights of Lessee under this Agreement. . This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to make or allow to be made, during the term of this Agreement or any Extension Term, any such additions, deletions, or modifications to its own facilities at this location which would interfere with Lessee's intended use. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities at this location. Lessor will not use, nor will Lessor permit its employees, Lessees, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Lessee's Equipment, the operations of Lessee or the rights of Lessee under this Agreement.

c. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses (and shall provide copies of all necessary permits and licenses to Lessor) from the Federal Communications Commission and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. Lessee warrants that its use of the Leased Space will not interfere with existing radio frequency user(s) on the Property, as long as the existing radio

frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Any radio interference to such existing radio systems using Lessor's Property, caused by equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's critical public service communications and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately correct the problem or to temporarily cease operation for interference with Lessor's critical public service communications systems shall, at the option of Lessor, constitute grounds for Lease termination.

d. Lessor will be responsible for necessary repair and maintenance of the Property.

e. Lessee will be responsible for installation and payment of all utilities, including, but not limited to the installation of separate metering of its electricity, required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against Leased Space and the improvements constructed thereon by Lessee, if any.

f. Lessee and its authorized representatives shall have a right to ingress and egress to and from the Leased Space for the purposes set forth herein as provided in the Water Works Safety and Security Policy attached hereto as Exhibit D.

g. Lessor must be supplied with the name, title, telephone number and pager number of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

6. Termination.

a. By Lessee: It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30-days written notice to Lessor.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose. Notice of Lessee's exercise of this right to terminate shall be given to Lessor in writing six (6) months in advance of intended termination date as provided under paragraph 17 below. In the event this Agreement is terminated for any reason other than a default of Lessee, Lessee will be entitled to reimbursement for any prepaid Rent on a prorata basis subject to section 6.c below. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

This Agreement may be terminated, without penalty or further liability by Lessee upon sixty (60) days' prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to one half the annual rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any right of termination contained herein.

b. By Lessor: Lessor also has the right to terminate this Agreement if Lessee abandons or vacates the leased premises, or if Lessee is adjudicated bankrupt, makes an assignment for the benefit of creditors, or becomes insolvent. Per MCO § 295-413-2, Lessor and Lessee agree that "abandonment" shall be deemed to occur if Lessee ceases to use the leased premises for a period of 12 consecutive months.

c. Removal of Property: Lessee shall within a reasonable period following termination of this Agreement, remove its personal property and fixtures (except any utilities which may have been installed below grade) and restore the Leased Space to its original condition, reasonable wear and tear and damage not caused by Lessee excepted. Foundations shall be removed to a depth of two (2) feet below grade). Notwithstanding anything to the contrary contained herein, Lessee shall continue to pay rent (notwithstanding termination) through the date the Lessee's personal property, equipment, and fixtures are removed from the Property or Leased Space. If Lessee does not remove its personal property and fixtures, and restore the Leased Space and Property within sixty (60) days after termination, Lessor shall have the absolute right, in its sole discretion, and at Lessee's sole cost and expense, to dispose of Lessee's equipment, personal property, and fixtures, and to restore the Leased Space and Property, without liability or any claim for reimbursement by Lessee may perform the removal and/or restoration work at Lessee's sole expense.

7. Indemnification.

a. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invitees, agents or contractors.

b. To the extent permitted by law, Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessor, its employees or agents in breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of Lessee, its employees, agents or independent contractors.

8. Insurance.

a. Liability. Lessee shall maintain, at its sole cost and expense, commercial general liability insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage against any claims for personal injury or property damage

relating to or arising from the installation, existence, use, repair, maintenance, replacement or removal of the antenna array or Equipment Shelter.

b. Property Damage. Lessor shall maintain, at its sole cost and expense, all perils insurance with extended coverage and replacement cost endorsements insuring the Property at its full insurable value. Lessee shall be responsible for obtaining its own coverage for its equipment, antennas and appurtenances.

c. Additional Insured/Certificate of Insurance. The Lessor shall be included as an additional insured on all insurance policies described in this Section and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material change in any insurance coverage. A certificate of insurance showing that such coverage is in effect shall be provided to the Lessor within fifteen (15) days of the date first above written and annually thereafter during the term of this Lease.

d. Notwithstanding the foregoing, Lessee shall have the right to self-insure against the risks for which Lessee is required to insure against in this Section. In the event Lessee elects to self-insure its obligation to include Lessor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Lessor shall promptly and no later than fifteen (15) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Lessor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Lessee; (3) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit or the like; (4) Lessee's self-insurance obligation for Lessor shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Lessor, its employees, agents, or independent contractors.

9. Security. Lessee will comply with Lessor's Security and Safety requirements as set forth on attached Exhibit D. Lessee acknowledges that any failure on its part to comply with such requirements may result in Lessor denying Lessee access to the Leased Space or Lessee's Equipment.

10. Casualty. In the event the Leased Space is destroyed or damaged in whole or in part by casualty during the term of this Agreement or any Extension Term, and to the extent that the Leased Space is not useful for Lessee's purposes, then at Lessee's option (exercised by notice to Lessor) this Agreement may be terminated as of the date of the notice. In the event the Agreement is not terminated by Lessee, the rent shall abate while and to the extent that the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

11. Environmental Pollutants. Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee shall not bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or

if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (1) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. m.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

a. If, either during the term hereof or within two (2) years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two (2) years of its expiration, at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

b. Lessee Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other property or onto the Leased Space and/or Property (iii) the treatment, disposal or storage of Hazardous Materials or the

transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, contractors or invitees; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

c. Lessor Indemnification of Lessee. Lessor agrees to indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph 11.c. shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by this section shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

d. Condition of Property, Compliance with Law. Lessor represents that Lessor's Property (including without limitation, the location for the Leased Space) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Property and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 11.a, 11.b and 11.c shall survive the expiration or earlier termination of this Agreement.

12. Quiet Enjoyment; Cooperation; Estoppel Letters. Lessor covenants and agrees that upon payment by Lessee of the rental under this Agreement and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if

such use does not hinder or interfere with Lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Agreement. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Agreement, and to join in any application or other document reasonably requested by Lessee. Lessor and Lessee agree to furnish to each other upon request, letters confirming whether this Agreement is in full force and effect free of known defaults and such other matters concerning the status of this Agreement which may be reasonably requested.

13. Lessor Representations. Lessor represents that it is seized of good and sufficient title and interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

14. Paragraph Headings; Entire Agreement; Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Agreement. This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

15. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Agreement.

16. Assignment. This Agreement may not be sold, assigned, or transferred at any time by Lessee except to any of Lessee's Affiliates or to any entity which acquires all or substantially all Lessee's assets in the market defined in the Federal Communication Commission in which the Property is located by reason of a merger, acquisition or other business combination,. Except as to those parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate
Administration Re: Cell Site # WI0053
Cell site name: LakeFront (WI)
Fixed Asset No. 10011910
12555Cingular Way, Suite 1300
Alpharetta, GA 30004

LESSOR:

City of Milwaukee
Superintendent,
Milwaukee Water Works
841 North Broadway, Room 409
Milwaukee, Wisconsin 53202
(414) 286-2801

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department Re:
Cell Site #: W10053 Cell Site
Name: Lakefront (WI):
Fixed Asset No.: 10011910
15 East Midland Ave,
Paramus, NJ 07652

With a copy to:

Office of the City Attorney
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
(414) 286-2601

18. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

19. Lease Memorandum. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Agreement.

20. Broker's Commission. The parties mutually represent and warrant that no commission or consulting fees have been paid or are payable to any real estate brokers, consultants or agents in connection with this Agreement.

21. Personal Property. Lessee's Equipment, shelter and all related equipment and antennas shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

22. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment and all related equipment and antennas, or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law. Lessor consents to Lessee's right to remove all or any portion of Lessee's Equipment from time to time in Lessee's sole discretion and without Lessor's consent

23. Condemnation. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither

party shall have any interest in any award granted to the other. In the event of such a taking, any excess prepaid rent shall be promptly repaid to Lessee.

24. Default And Right To Cure.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access according to the Exhibit D; (ii) failure to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have: (i) the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee, and (ii) any and all other rights available to it under law and equity.

IN WITNESS WHEREOF, the City of Milwaukee, Lessor, and Lessee, have executed this document on the date first written above.

Signatures appear on following page

LESSOR:
CITY OF MILWAUKEE

BY: _____
Tom Barrett, Mayor

BY: _____
James R. Owczarski, City Clerk

COUNTERSIGNED

BY: _____
Martin Matson, City Comptroller

Approved as to form and execution this
_____ day of _____, 2012.

BY: _____
Assistant City Attorney

1048-2012-146:178069

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware

By: AT&T Mobility, its manager

BY: _____
Name: Dennis Klein
Title: Area Manager Real Estate & Construction,
IL/WI

EXHIBIT A
LEGAL DESCRIPTION OF THE
PROPERTY

Commencing at the NE corner of the NE ¼ of Section 15, T7N, R22E, Milwaukee County, Wisconsin; thence N 88 degrees 38' 54" E 165.52 feet to a point; thence S 1 degree 21' 06" E 98.50 feet to a point; thence N 88 degrees 38' 54" E 73.80 feet to a point; thence S 08 degrees 37' 50" E 568.38 feet to a point; thence S 81 degrees 22' 10" W 65 feet to a point thence; S 08 degrees 37' 50" E 72.00 feet to a point; thence N 81 degrees, 22' 10" E 65 feet to a point; thence S 8 degrees 37' 50" E 422.56 feet to a point; thence S 0 degrees 39' 27.5" E 333.17 feet along the arc of a curve with a radius of 1201.01 feet to a point; said point being the point of beginning of the parcel to be described; thence southwesterly along the eastern right of way line of Lincoln Memorial Drive a distance of 916.60 feet; thence easterly along a line perpendicular to the east right of way line of Lincoln Memorial Drive to the water's edge of Lake Michigan; thence northeasterly along the water's edge of Lake Michigan to a point which is N 88 degrees 38' 54" East and 676.90 feet from the point of beginning; thence S 88 degrees 38' 54" W a distance of 676.90 feet to the point of the beginning.

The South 1387.50 feet or the North 1486 feet of the East 981.33 feet of the West 1159.33 feet in the Northwest ¼ of Section 14, Town 7 North, Range 22 East, City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address: 3000 North Lincoln Memorial Drive.
Tax Key No.: 317-9999-000-0

EXHIBIT B
DESCRIPTION OF THE LEASED SPACE

Specific site/design plans on file with the Office of the City Attorney and the Superintendent of Milwaukee Water Works

EXHIBIT C

LESSEE'S EQUIPMENT

The following Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Lease Premises.

1. Six (6) panel antennas
2. Two (2) Microwave Dishes ~ 2'
3. One (1) 11.5' x 26' equipment shelter within the Lease Premises
4. Twelve (12) lines of coax/fiber/hybrid
5. Six (6) TMA's
6. Two (2) RRU's
7. Two (2) Raycap Fiber & DC Distribution Unit with Integrated Surge Protector
8. One (1) GPS antenna

EXHIBIT D
SECURITY AND SAFETY REQUIREMENT

INSERT UPDATED VERSION

Exhibit ___ Wireless Contractor Security and Safety Requirements

This document covers all employees and contractors of any wireless provider who has equipment located at any MWW facility. Access is limited to the specific areas necessary for the employee or contractor to perform their scope of work. In the event of a conflict between the language in this Exhibit and the Lease, this Exhibit shall control.

Administration (see exhibit "A" for contact information)

- Tenant is required to provide a single point of contact for security matters. Any change to this contact needs to be reported promptly to MWW.
- Tenant is required to provide MWW with a list of employees and contractors authorized for access to the Tenant's equipment. Any change to the employee or contractor listing must be communicated promptly to MWW. Only individuals on the list will be granted site access.
- Tenant is required to supply MWW with a letter of compliance stating all employees requesting access be vetted in a manner similar to MWW employees. That would include :
 1. Criminal Felony/Misdemeanor by county of residence – superior and municipal court records in any county in the US going back seven (7) years.

The MWW Water Security Manager will periodically audit the vendors by requiring that they provide redacted copies of the completed background check with personal information removed. Employers not complying with MWW policy on conducting background checks will have employees access terminated until such time as these checks have been completed.

- Tenant is required to provide a valid sample of their corporate identification card format. This will be used to verify the identity of all employees and contractors of the Tenant who wish to gain site access. If the identification provided by the individual requesting access does not match what the Tenant has provided, the employee or contractor may be denied access.
- All required information and access list updates must be submitted to the MWW Water Security Manager before access will be granted. Updating and disseminating this information will require a minimum of two (2) business days. All changes must be in writing; no verbal changes will be processed.
- Tenant's ground equipment and locks must be identified and clearly labeled with the Tenant's name and a 24/7 emergency contact number for police or emergency first responders.

Changes or Addition to Equipment

- A written request outlining the scope of work and any authorization for designers or general contractors should be made to the Superintendent of Milwaukee Water Works (MWW). This request must come from the Lessee. If MWW deems that the proposed work is simple maintenance, requestor will be referred to appropriate MWW staff for scheduling and access arrangements. If MWW deems that the proposed work is more than simple maintenance, this document shall apply.
- The Lessee and any authorized firms shall schedule an appointment with the Engineering Section of Milwaukee Water Works. This will be noted in the response to the written request.
- Five (5) sets of proposed plans each with the original signature and stamp of a Professional Engineer licensed in the State of Wisconsin should be submitted to the Superintendent. Proposed plans must include a site plan. These are reviewed by the Engineering Section of Milwaukee Water Works and an official response is prepared for the Superintendent's signature. This response will be transmitted to the Lessee and the cover letter copied to a third party or vice versa upon direction by the Lessee.
- Upon completion of the review, three (3) sets will be returned to the Lessee or their designee. If the proposed plans are acceptable to Milwaukee Water Works, the stamp will note: REVIEWED FOR CONSTRUCTION-NO EXCEPTIONS. Or the stamp could direct a RE-SUBMITTAL for a variety of reasons. Scheduling the appointment, as noted in Item 2, should eliminate RE-SUBMITTALS. Alterations that modify the leased space may require a formal contract amendment and approval of the Common Council of the City of Milwaukee before construction may begin.
- Construction may not commence until Lessee has received the appropriate notice from Milwaukee Water Works. The "NO EXCEPTION" response will include a reminder of the current SECURITY REGULATIONS with the directions for acquiring access to the site and notifications. The installing contractor must have a set of the Milwaukee Water Works stamped plans at the site during all times installation work is proceeding.
- Upon completion of the work and restoration that meets the approval of Milwaukee Water Works, the Lessee shall provide an as-built set of documents to Milwaukee Water Works to the address noted on the response letter. Lessee shall also provide, under the notice provisions of the Lease, substitute Exhibits B & C showing the as-built Leased Space and Lessee's Equipment to the Office of the City Attorney.

841 N. Broadway

Zeidler Municipal Building

Milwaukee, WI 53202

www.water.mpw.net

Maintenance

- If requested, Tenant is required to power down at the request of MWW. Said request shall be on no less than twenty-four (24) hours advance notice to Tenant, except in the event of an emergency, in which case, notice shall be as much as is reasonably possible under the circumstances. In addition, MWW shall use all reasonable efforts to accommodate a “power down” during off-hours.
- If necessary for site improvements or maintenance, Tenant is required to relocate from the MWW site at Tenant’s expense and on MWW’s schedule, subject to terms and conditions of the Lease.

Access (See exhibit “A” for contact information)

- Tenants who require MWW authorization or assistance to gain access to their equipment must provide a minimum of twenty-four (24) hours advance notice for routine repairs or maintenance. The preferred schedule for these jobs is Monday through Friday during the hours of 7:00 a.m. to 3:00 p.m. Routine access will not be provided on holidays.
- Tenants who do not require MWW assistance to gain access to their equipment should contact MWW to advise us of your presence on site. Our neighborhood partners may report suspicious activity, and if we do not have notice of your presence the police will be called to respond.
- MWW personnel must be present during any equipment deployments, antennae installation or work that may affect the operations of our facility.
- If access is required with less than twenty-four (24) hours notice or outside the preferred schedule, the Tenant will pay for the reasonable cost of labor borne by the MWW to accommodate the site access and supervision of Tenant’s personnel while on site. Tenant will be invoiced by the MWW for these costs according to MWW then current labor agreements.

Safety/Security

- MWW will perform a base RF assessment of the site before the Tenant’s equipment is initially installed. After every equipment change we require the Tenant to perform, at their cost, another RF assessment within two (2) months of the equipment change. The test results are to be sent to the MWW who will then verify that site conditions have not degraded. The Tenant must remedy any change that negatively impacts employee safety and health within two (2) weeks of the test.
- MWW reserves the right to restrict or deny all site access in the event of an increased security threat to MWW or the water sector in general. During such event, Tenant may gain access to the site provided Tenant is escorted by MWW’s personnel or other representative designated by MWW, if available. Tenant shall be responsible for all reasonable cost associated with access. Tenant will be invoiced by MWW for these reasonable costs at MWWs’ then current labor agreements.

841 N. Broadway

Zeidler Municipal Building

Milwaukee, WI 53202

www.water.mpw.net

- MWW recognizes that the wireless services provided by tenant are important for communications during such event and will take reasonable steps to allow Tenant access needed to restore service during an emergency.

Exhibit A

Employee and contractor lists, personnel changes, compliance letters and ID card sample as outlined in the Administration section of this Contract should be submitted to:

Michael Schaefer, CPP
Water Security Manager
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail to michael.schaefer@milwaukee.gov
Milwaukee, WI 53202
Ph: (414) 286-3465
Fax: (414) 286-2672

Requests for access to install antennae or new equipment or for any work that may affect the operations of our facility should be sent in writing to:

Carrie M. Lewis
Superintendent
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail carrie.lewis@milwaukee.gov
Milwaukee, WI 53202

Notification of emergency work being done onsite and requests for site access should be given to:

Contact Information Linnwood Water Purification Plant and Northpoint Pumping Station

Linnwood Plant Control Center
(414) 286-2880

Contact Information Hawley Tank "1235 N. 57th Street, Milwaukee WI"

Howard Control Center
(414) 286-2890

NOTE: All personnel entering MWW sites must be pre-authorized for any entry via the Security Manager.

February 10, 2012



Legislation Details (With Text)

File #: 120053 **Version:** 0

Type: Communication **Status:** In Committee

File created: 5/2/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Department of Public Works relating to the State of Business Environment for Prime Financial Credit Union.

Sponsors: THE CHAIR

Indexes:

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/2/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

120053

Version

ORIGINAL

Reference

Sponsor

Title

Communication from the Department of Public Works relating to the State of Business Environment for Prime Financial Credit Union.

Drafter

Infrastructure Services Division

VJG/

April 30, 2012

Prime Financial Credit Union



Legislation Details (With Text)

File #: 120048 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/2/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to engage professional consulting firms to undertake various architectural and engineering services on various City buildings.

Sponsors: THE CHAIR

Indexes:

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/2/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
120048
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to engage professional consulting firms to undertake various architectural and engineering services on various City buildings.

Analysis

This resolution authorizes the Commissioner of Public Works to engage consulting firms to provide full-service architectural and engineering support to City departments and agencies. The Department of Public Works desires to hire four or more consulting architectural firms and four or more consulting engineering firms under master contracts in which the consultants' work is on an as-needed basis for various architectural and engineering services on various City buildings.

Body

Whereas, Architectural and engineering services (structural, mechanical, environmental, electrical, etc.) are needed by various City departments and agencies on an on-going basis for various tasks; and

Whereas, At various times, the Department of Public Works does not have the necessary expertise or available staffing to provide all these tasks in a timely manner; and

Whereas, The Department of Public Works desires to hire four or more consulting architectural firms and four or more consulting engineering firms under master contracts, in which the consultants' work

is on an as-needed basis for various architectural and engineering services on various City buildings;
and

Whereas, That all activities that are conducted under the terms of the master contracts would be funded by City departments or agencies requesting such services; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is authorized to engage four or more consulting architectural firms and four or more consulting engineering firms to undertake various architectural and engineering services on various City buildings on an as-needed basis; and, be it

Further Resolved, That these services, as defined by the resulting master contracts, will be available on request by any City department or agency on an as-needed basis.

Requester
DPW- Infrastructure Services Division
Drafter
LRB 138829-1
TWM:lp



Legislation Details (With Text)

File #: 111654 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the proper City officers to execute a Quit Claim Deed (QCD-2831) document conveying the storm and sanitary sewers located in vacated North 2nd Street between West Melvina Street and the Wisconsin Southern Railroad Company railroad right-of-way to HCP Real Estate, LLC.

Sponsors: THE CHAIR

Indexes: QUIT CLAIM DEEDS, SANITARY SEWERS, SEWER IMPROVEMENTS, SEWERS

Attachments: Cover Letter, Quit Claim Deed, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111654
Version
Original
Reference

Sponsor
The Chair
Title

Resolution directing the proper City officers to execute a Quit Claim Deed (QCD-2831) document conveying the storm and sanitary sewers located in vacated North 2nd Street between West Melvina Street and the Wisconsin Southern Railroad Company railroad right-of-way to HCP Real Estate, LLC.

Analysis

This resolution directs the proper City officers to execute a Quit Claim Deed (QCD-2831), document conveying the sanitary and storm sewers located in vacated North 2nd Street between West Melvina Street and the Wisconsin Southern Railroad Company railroad right-of-way. The sewers are being conveyed because they are no longer needed for public use.

Body

Whereas, In 1918, the City of Milwaukee constructed a 8-inch diameter sanitary sewer and a 12-inch diameter storm sewer in North 2nd Street; and

Whereas, At petitioner’s request, North 2nd Street between West Melvina Street and the Wisconsin Southern Railroad Company railroad right-of-way was vacated on December 12, 2006, by Resolution No. 040327; and

Whereas, Due to the vacation of a portion of North 2nd Street on December 12, 2006, the sanitary and storm sewers located in the vacated area no longer serve the public interest; and

Whereas, The petitioner has agreed to accept ownership of said sanitary and storm sewers; now, therefore, be it

Resolved, By The Common Council of the City of Milwaukee, that the proper City officers are hereby authorized and directed to execute a Quit-Claim-Deed document (QCD-2831), a draft copy of which is being attached to Common Council File Number 111654 and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said document has been executed by the proper City officers, it shall be forwarded to the Department of Public Works for processing, recording and distribution.

Drafter

Infrastructure Services Division

TJT/RTP

March 21, 2012



Department of Public Works
Infrastructure Services Division

Ghassan Korban
Commissioner of Public Works

Preston D. Cole
Director of Operations

Jeffrey S. Polenske
City Engineer

March 21, 2012

To the Honorable, the Common Council


Dear Council Members:

The City of Milwaukee is currently the owner of an existing 12-inch diameter public main storm sewer and an existing 8-inch diameter public main sanitary sewer located in vacated North 2nd Street south of West Melvina Street. The sewers are no longer required for public use.

We have prepared the attached resolution authorizing and directing the proper City officers to execute the Quit Claim Deed QCD-2831.

We recommend adoption of the attached resolution.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Ghassan A. Korban
Commissioner of Public Works

 TJT: rtp
Attachments
RTP: 3-5

Quit Claim Deed
QCD-2831

Document Number

Please return Document to:

City of Milwaukee
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway – Room 820
Milwaukee, WI 53202

FEE
77.25 (2)
EXEMPT

QUIT CLAIM DEED

Recording Area

273-1019-100

Tax Key Number

THIS INDENTURE, Made this _____ day of _____, 20____, between the City of Milwaukee (“CITY”), a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, and HCP Real Estate, LLC (“GRANTEE”).

WITNESSETH, That the CITY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it paid by GRANTEE, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, and quit-claimed, and by these presents does give, grant, bargain, sell, remise, release, and quit-claim unto GRANTEE, and to its successors and assigns forever, the following described facilities, shown on the attached Exhibit “A”, Plan File Number 198-6-93, situated in the County of Milwaukee, State of Wisconsin, to-wit:

Storm and sanitary sewer, manholes and appurtenances thereto located in the Northeast one-quarter (NE ¼) of Section 8, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as described below:

PART 1

A 12” diameter storm sewer beginning at the center of a storm sewer manhole located at 178± feet south of the south line of West Melvina Street and 278± feet west of the west line of North 1st Street;

Thence northerly, 214± feet to a storm manhole located in West Melvina Street, said storm manhole is excluded from this conveyance.

PART 2

An 8" sanitary sewer beginning at the center of the sanitary manhole located at 169± feet south of the south line of West Melvina Street, and 287± feet west of the west line of North 1st Street;

Thence northerly 195± feet to a sanitary manhole located in West Melvina Street, said sanitary manhole is excluded from this conveyance.

All manholes and appurtenances, connected to the above-described storm sewer and sanitary sewer, which have not been expressly excluded in the aforementioned description are part of this conveyance.

It is understood and agreed that GRANTEE shall be responsible for the future maintenance or abandonment of the facilities herein conveyed and shall notify the CITY of its intention to either use the sewers as private building services or to abandon the sewers.

Pursuant to resolution adopted by the Common Council of the City of Milwaukee, on Decmeber 12, 2006, Resolution File No. 040327.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title and interest and claim whatsoever of the CITY, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behalf of GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by Tom Barrett, its Mayor, and by Ronald D. Leonhardt, it City Clerk, and countersigned by Michael J. Daun, its Deputy City Comptroller at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this ____ day of _____, 20____.

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
Michael J. Daun, Deputy Comptroller

IN WITNESS WHEREOF, _____ (NAME),
_____, (TITLE) and _____ (NAME),
_____, (TITLE) of HCP Real Estate, LLC, has caused these presents to be signed
this _____ day of _____, 20_____.

By: _____ (SIGNATURE)

(NAME)

By: _____ (SIGNATURE)

(NAME)

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20_____,
_____, (NAME), to me known to be the person
who executed the foregoing instrument.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20_____,
_____, (NAME), to me known to be the person
who executed the foregoing instrument.

Notary Public, State of Wisconsin
My Commission Expires _____

THIS INSTRUMENT WAS DRAFTED BY THE CITY OF MILWAUKEE.

Approved as to contents
Date: _____

CITY ENGINEER, Jeffrey S. Polenske, P.E.

Approved as to form and execution
Date: _____

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian



Legislation Details (With Text)

File #: 111587 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 3/20/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the Commissioner of Public Works to execute a project agreement titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Wisconsin Department of Transportation for the CNG Fuel Program and CNG Retrofit of Refuse Trucks with 80 percent Federal funds under the Congestion Mitigation and Air Quality Grant Program, and to set up funds for the programming, engineering and construction of the project at a total project cost of \$3,004,239 with a Grantor share of \$2,403,391 and a City share of \$600,848.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, ENERGY CONSERVATION, PUBLIC BUILDINGS, WISCONSIN DEPARTMENT OF TRANSPORTATION

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

Date	Ver.	Action By	Action	Result	Tally
3/20/2012	0	COMMON COUNCIL	ASSIGNED TO		
3/23/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/27/2012	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111587
Version
ORIGINAL
Reference
Sponsor
THE CHAIR
Title

Resolution directing the Commissioner of Public Works to execute a project agreement titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Wisconsin Department of Transportation for the CNG Fuel Program and CNG Retrofit of Refuse Trucks with 80 percent Federal funds under the Congestion Mitigation and Air Quality Grant Program, and to set up funds for the programming, engineering and construction of the project at a total project cost of \$3,004,239 with a Grantor share of \$2,403,391 and a City share of \$600,848.

...Analysis

This resolution authorizes and directs the Commissioner of Public Works to execute a Project Agreement with the Wisconsin Department of Transportation for the CNG Fuel Program and CNG Retrofit of Refuse Trucks with 80 percent Federal funds. This resolution also directs the City of Milwaukee's Comptroller to establish project grant chartfield values and to transfer funds to these accounts for the programming, engineering and construction of this project. The total estimated cost of the project is \$3,004,239, of which the Grantor's share is \$2,403,391 and the City's share is \$600,848.

Body

Whereas, The City of Milwaukee has actively promoted the use of compressed natural gas in vehicles; and

Whereas, A Congestion Mitigation and Air Quality Grant will fund the federal portion of the project; and

Whereas, The Common Council adopted Resolution No. 081591 on April 14, 2009 authorizing the City Engineer to apply for Congestion Mitigation and Air Quality Grants; and

Whereas, The Wisconsin Department of Transportation has submitted a Project Agreement to be executed by the City of Milwaukee for the programming of the project; and

Whereas, The State cannot proceed with any project cost overruns and changes in scope of more than five percent without prior Department of Public Works approval; and

Whereas, The Department of Public Works shall notify the Common Council of the City of Milwaukee at the next scheduled meeting of any such project overruns and changes in scope approved by the Department of Public Works; and

Whereas, The Common Council of the City of Milwaukee recognizes that the City may be 100 percent liable for any such project cost overruns and changes in scope as approved by the Department of Public Works; and

Whereas, The Common Council of the City of Milwaukee recognizes that the City may be liable for any costs incurred by the State should the City decide to withdraw from the project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized and directed to execute the Project Agreement for the programming, engineering and construction of the CNG Fuel Program and CNG Retrofit of Refuse Trucks, a copy of which is attached to Common Council Resolution File Number 111587 and is incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That the Commissioner of Public Works is hereby directed to undertake or engage a consultant to undertake the above-mentioned project and to reimburse the Wisconsin Department of Transportation for costs they incur for the project; and, be it

Further Resolved, That upon approval of this contract, the City Comptroller is hereby authorized to create within the Capital Grant and Aid Projects Funds the appropriate Project Grant Chartfield Value for this project; and transfer to these accounts the amount required under the grant agreement and City accounting policy, but not to exceed a 10 percent increase of the total amounts reserved for the Grantor's share and Local share or \$5,000, whichever is greater as follows:

Project Grant Value

1. Commit funds within the City's capital budget fund, the following amount for the project titled Congestion Mitigation and Air Quality Project Grant:

State Project ID 1693-35-02
CNG Fuel Program and CNG Retrofit of Refuse Trucks - Design Review Costs

City Share of Muni Garages/Outlying Buildings Remodeling
Project Grant Number BU110030323
Fund Number 0321
\$2,848

Grantor Non-Reimbursable Share

\$11,391

State Project ID 1693-35-72

CNG Fuel Program and CNG Retrofit of Refuse Trucks - Construction of a CNG Fueling Station and review costs

City Share of Muni Garages/Outlying Buildings Remodeling

Project Grant Number BU110030322

Fund Number 0321

\$454,000

Grantor Reimbursable Share

Project Grant Number SP032120100

Fund Number 0306

\$1,816,000

Previously authorized for construction: \$0

Current estimated cost of total project including this resolution: \$3,004,239

Original estimated cost of total project: \$3,004,239

Total: \$3,004,239

2. Commit funds within the Project/Grant parent of the 2012 Special Revenue Grant and Aid Fund, the following amount for the project titled Congestion Mitigation and Air Quality Project Grant:

State Project ID 1693-35-10

CNG Fuel Program and CNG Retrofit of Refuse Trucks - Incremental costs of converting 20 refuse trucks to CNG and review costs

City Share of Major Capital Equipment

Project Grant Number BU110121000

Fund Number 0321

\$144,000

Grantor Reimbursable Share

Project/Grant GR0001200000

Fund 0150

Org 9990

Program 0001

Budget Year 0000

Sub Class R999

Account 000600

Project Grantor Share

Amount \$576,000

3. Create the necessary Grant and Aid Project (Grant and Project) Grant levels, budget against these Project/Grant values the amount required under the grant agreement.

4. Establish the necessary City share project values; and, be it

Further Resolved, That these funds are budgeted for the Department of Public Works-Operations Division (Fleet Services Section), which is authorized to:

1. Expend from the amount budgeted sums for the specified purposes, as indicated in the grant budget, and incur costs consistent with the award date.
2. Transfer funds within the project budget as long as the amount expended for each specific purpose does not exceed the amount authorized by the budget by 10 percent.
3. Expend from the 2012 grant budget funds for specific items of equipment.
4. Enter into subcontracts as detailed in the grant budget.

; and, be it

Further Resolved, That the City Engineer is hereby authorized and directed to approve and make periodic payments to the Wisconsin Department of Transportation upon receipt of invoices for the local share of the project.

Requestor

Department of Public Works

Drafter

Operations Division, Fleet Services Section

PK:TT:amh

March 14, 2012

Reso CNG Fuel Pymnt & Rtroft Rfus Troks 022212.rtf



**STATE/MUNICIPAL AGREEMENT
FOR A LOCALLY LET CMAQ
PROJECT**

Program Name: Congestion Mitigation and
Air Quality Improvement (CMAQ)
Sub-program #: 211

Date: **January 19, 2012**

I.D.: **1693-35-02, 1693-35-10, 1693-35-72**

Project Title: **CNG Fuel Program & CNG Retrofit
of Refuse Trucks**

Location/Limits (as applicable): **3025 W Ruby Ave**

County: **Milwaukee**

Project Length (if applicable): **N/A**

Counties Served: **Milwaukee**

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee**

MPO Area: **SEWRPC**

The signatory, City of Milwaukee, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: **Construction of a CNG Fueling station at 3025 W Ruby Ave & incremental cost of converting 20 refuse trucks to Compressed Natural Gas.**

Need for or Benefits of Project – summarize reasons for request: **These trucks will be in high use residential areas, operating 8 hours a day, 5 days a week, 250 days per year. These trucks will be stopping frequently and idling for long periods of time. In the winter these vehicles will also be used for snow removal. By conversion of diesel fueled trucks to CNG, the City will be reducing NOx, ground level ozone, air particulates, and fuel costs. The fueling station will allow for 400 Diesel Gallon Equivalents per hour capacity and will be open to the public.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **N/A**

The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$2,403,391 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$2,403,391 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

ID 1693-35-02					
State Design Review	\$14,239	\$11,391	80%*	\$2,848	20%*
ID 1693-35-10			80%*		20%*
Participating Costs & Review	\$720,000	\$576,000	0%	\$144,000	100%
ID 1693-35-72					
Participating Construction & Review	\$2,270,000	\$1,816,000	80%*	\$454,000	20%*
Total Est. Cost Distribution	\$3,004,239	\$2,403,391	MAX	\$600,848	N/A

*This project has a CMAQ federal funding maximum of \$2,403,391. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 2 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Milwaukee (please sign in blue ink.)		
Name	Title	Date
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.

- c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Real estate for the improvement:
- j. Management Consultant and State Review Services.
- k. Other CMAQ items: Construction of CNG Fueling station at 3025 W Ruby Ave & incremental cost of converting 20 refuse trucks to Compressed Natural Gas

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project

records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

21. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

24. When applicable to the project, the Project Sponsor will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.

- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

25. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

26. The project must be authorized for construction within three years from the date of approval of the State/Municipal Agreement by the State. Extensions are available upon the State's approval of a written request made by the Project Sponsor. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

27. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights

to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

33. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ program project funding conditions:
 - a. ID 1693-35-02: Design review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. Design costs are funded 100% by the Project Sponsor. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 1693-35-10: Incremental cost of converting 20 refuse trucks to CNG and review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. The work includes project review, approval of required reports and documents, and the incremental cost of converting refuse trucks to CNG.
 - c. ID 1693-35-72: Construction:
 - i. Costs for Construction of a CNG Fueling Station and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$2,403,391 is cumulative for all federal funded project phases.

[End of Document]

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

The Comptroller's Office has reviewed Common Council Resolution File No. 111587 for CNG Fuel Program and CNG Retrofit of Refuse Trucks (City Share \$600,848; Grantor Share \$2,403,391) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wisniewski

Date: 3-14-12

1693-35-02 CNG Fuel Program Design and Review (City Share \$2,848; Grantor Non-Reimbursable \$11,391)
 1693-35-10 CNG Retrofit of Refuse Trucks (City Share \$144,000; Grantor Reimbursable \$576,000)
 1693-35-72 CNG Fuel Program Design and Review (City Share \$454,000; Grantor Reimbursable \$1,816,000)



Legislation Details (With Text)

File #: 111690 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to issue a Request for Proposal to select a consultant to provide professional services for the in-depth inspection of the 6th Street Viaduct Cable-Stayed bridges with an estimated cost of \$250,000.

Sponsors: THE CHAIR

Indexes: BRIDGES, CONSULTANTS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111690
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to issue a Request for Proposal to select a consultant to provide professional services for the in-depth inspection of the 6th Street Viaduct Cable-Stayed bridges with an estimated cost of \$250,000.

Analysis
This resolution authorizes the Commissioner of Public Works to issue a Request for Proposal to solicit professional services for the in-depth inspection of the 6th Street Viaduct Cable-Stayed bridges. This resolution also authorizes the Commissioner of Public Works and the City Comptroller to execute a contract with the selected qualified consultant for the professional services. The estimated inspection services for the project are \$250,000.

Body
Whereas, The 6th Street Viaduct Cable-Stayed bridges are in need of an in-depth 10-year inspection, as required by the 2002 6th Street Viaduct Inspection and Maintenance Manual.

Whereas, The inspection will include a detailed inspection of the two Cable-Stayed bridges on the 6th Street Viaduct, including the Cable Stays, Superstructure, and Substructure.

Whereas, It is deemed desirable to engage the services of a consultant with experience and qualifications to provide the specialized professional services to perform the in-depth inspection, and prepare a condition report with any maintenance recommendations.

Whereas, The bridge inspection project is scheduled to occur during the summer of 2012, and a final report to be submitted by the end of 2012.

Whereas, The estimated cost for the inspection services is \$250,000. Project account BR100120103 will be set up from the City Share Non-assessable Structure Fund.

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the City Comptroller are hereby authorized to issue a Request for Proposal to select a consultant to provide professional services for the inspection of the 6th Street Viaduct Cable-Stayed bridges, and, be it

Further Resolved, That the Commissioner of Public Works and the City Comptroller are authorized to execute a contract with the selected qualified consultant for the professional services.

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

Requestor
Department of Public Works
Drafter
Infrastructure Services Division
CSL:clm
April 2, 2012



Legislation Details (With Text)

File #: 111691 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution to authorize the naming of North Edison Street between East Milwaukee Street and East Pleasant Street as a private road, located in the 3rd Aldermanic District.

Sponsors: THE CHAIR

Indexes: STREET NAMES

Attachments: Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111691
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution to authorize the naming of North Edison Street between East Milwaukee Street and East Pleasant Street as a private road, located in the 3rd Aldermanic District.

Analysis

To support the North End Phase II development, the property owner has requested that the City designate a block of North Edison Street between East Milwaukee Street and East Pleasant Street as a private road. With North Edison Street designated as a private road, building addresses can be assigned to those occupying this build-out which also supports emergency response agencies.

Body

Whereas, North End Phase II is being developed along the east side of the Milwaukee River and desires a private road to access this development; and

Whereas, By the City formally designating North Edison Street between East Milwaukee Street and East Pleasant Street, building addresses can be assigned to support mail delivery and emergency service responses; and

Whereas, The developer has requested that this private street name be consistent with the public street name of North Edison Street that it aligns with to more easily locate the addresses; and

Whereas, Chapter 113-1 of the Milwaukee Code of Ordinances provides for naming private roads and the developer has provided a legal description of the limits of the private road; and

Whereas, A condition of adopting this resolution, the developer is responsible for placing brown street name signs in accord with Chapter 113-1 at their cost, as well as placing and maintaining traffic control devices as necessary to control vehicular traffic leaving the site; now, therefore, be it

Resolved, By the Common Council, that the following private road be described as follows:

EDISON STREET - PRIVATE ROAD
LEGAL DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 8062, recorded as Document No. 09618078, being a part of Lots 1 through 9 in Block 123 of Fractional West ½ of the Southwest ¼ of Section 21; part of Lots 24 and 25 in Block F of Hathaway's Subdivision and accrued lands in the Northeast ¼ of the Southeast ¼ of Section 20 and the Northwest ¼ of the Southwest ¼ of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Northwest corner of Lot 1 of said Certified Survey Map No. 8062; Thence South 54° 38' 13" East, 16.01 feet along the Southwesterly line of Lot 1 of Certified Survey Map No. 8061, also being a permanent public right of way easement for East Pleasant Street to the Point of Beginning of this description; Continuing thence South 54° 38' 13" East, 32.72 feet along said Southwesterly line; Thence South 30° 33' 37" West, 80.07 feet; Thence South 59° 26' 23" East, 1.88 feet; Thence South 30° 33' 46" West, 46.00 feet; Thence North 59° 26' 23" West, 6.84 feet; Thence South 30° 33' 37" West, 308.95 feet to the Northeasterly line of a permanent public right of way easement for North Milwaukee Street also being a Northeasterly line of Lot 1 of Certified Survey Map No. 8061; Thence North 45° 35' 50" West, 28.42 feet along said Northeasterly line; Thence North 30° 33' 10" East, 430.96 feet to the Point of Beginning.

Said easement contains 12,678 square feet of land, more or less; and be it

Further Resolved, That City departments are authorized to enter North Edison Street in their databases and on City maps as a private road.

Requestor
Department of Public Works
Drafter
Infrastructure Services
MGC:cn
March 30, 2012

March 30, 2012

To the Honorable, the Common Council

Subject: Private Street Designation Request North Edison Street between
East Milwaukee Street and East Pleasant Street

Dear Honorable Members:

To support the North End Phase II development located immediately east of the Milwaukee River between East Milwaukee Street and East Pleasant Street, the developer is requesting that the City designate a private street to be known as North Edison Street. With the City recognizing this private roadway, building addresses can be assigned to support the residential/commercial use as well as emergency response agencies.

It is recommended that the attached resolution be adopted to create a private road known as North Edison Street between East Milwaukee Street and East Pleasant Street.

Very truly yours,

Jeffrey Polenske, P.E.
City Engineer

Ghassan Korban
Commissioner of Public Works

MGC:cn

Attachment

c: Alderman Nik Kovac



Legislation Details (With Text)

File #: 111693 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to enter into an agreement with Milwaukee County for the realignment of General Mitchell International Airport Perimeter Road and Bridge and East Citation Way.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, AIRPORTS, COMMUNICATIONS SYSTEMS, MILWAUKEE COUNTY, STREET IMPROVEMENTS

Attachments: Cover Letter, Agreement, Inter-Governmental Agreement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111693
Version
ORIGINAL
Reference
Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to enter into an agreement with Milwaukee County for the realignment of General Mitchell International Airport Perimeter Road and Bridge and East Citation Way.

Analysis
This resolution authorizes the Commissioner of Public Works to execute an Agreement between the City of Milwaukee and the Milwaukee County. This Agreement pertains to the realignment of General Mitchell International Airport Perimeter Road and Bridge and Citation Way. This project is as a result of General Mitchell International Airport need to add more safety related features and aids to its facility, with 100% of the cost to be paid by Milwaukee County.

Body
Whereas, General Mitchell International Airport is under directive from the Federal Aviation Administration to bring the runway safety areas at General Mitchell International Airport into compliance with Federal Aviation Administration design standards; and

Whereas, Part of becoming compliant includes realigning the Perimeter Road and Citation way whereby airport support vehicles can access all reaches of the airfield without the need to cross open taxiways and runways; and

Whereas, The realignment project entails developing and implementing a Storm Water Management Plan, designing and constructing new roadway, new sewer, communication conduit and street lighting system; and

Whereas, The Department of Public Works will play the primary role in pertinent decision making such as planning, design, review, construction management, and the acceptance of all new City of Milwaukee public improvements; and

Whereas, Milwaukee County has hired a consultant to assist in the development of the design plans, the storm water management plan and other necessary tasks; and

Whereas, All costs associated with this project, shall be funded by Milwaukee County; and

Whereas, The project is on a very aggressive schedule which requires the construction of all proposed City and private utilities to start in March of 2013, and the Bridge and Roadway construction during the 2013 construction season, now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Agreement attached to this file is hereby approved and the proper City officers are hereby authorized to execute said agreement on behalf of the City; and, be it

Further Resolved, That the Commissioner of Public Works is authorized to accept funds from the Milwaukee County as outlined in the Agreement for the purpose of preparing or reviewing design engineering plans and for the purpose of inspecting construction of the public improvements; and, be it

Further Resolved, That the Commissioner of Public Works is authorized to make minor, non-substantive changes to the Agreement prior to execution.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

AYH:amh

April 2, 2012

Genrl Mitch Iternath\1 Aprt Perimtr Rd & Brdg 040212.docx



Department of Public Works
Infrastructure Services Division

Ghassan Korban
Commissioner of Public Works

Preston D. Cole
Director of Operations

Jeffrey S. Polenske
City Engineer

April 3, 2012

To the Honorable, the Common Council

Subject: Milwaukee County Project WA163-11602
General Mitchell International Airport
Perimeter Road and Bridge over South Howell Avenue
Municipal Utility Agreement

Dear Council Members:

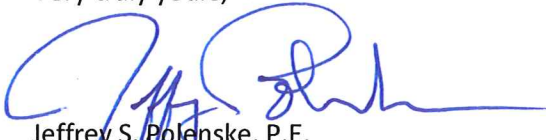
The Milwaukee County is proposing to construct a perimeter road and bridge across South Howell Avenue. This project is located within the vicinity of South Howell Avenue and Citation Way. The project is scheduled to be constructed in 2013. The Department of Public Works has assisted the Milwaukee County in how best to design the project to best meet the needs of the citizens and has worked diligently to minimize costs.

The reconfiguration/realignment of the perimeter road will, however, result in alterations to City of Milwaukee communication conduit and street light systems. All City of Milwaukee utilities affected by the project will be funded by Milwaukee County. In order to be reimbursed for the 100 percent County share of the work, it is necessary for the City of Milwaukee to enter into a utility agreement which defines the work and costs of the project. Milwaukee County has provided the City of Milwaukee with the necessary agreement for the project.


The Department of Public Works has reviewed the estimates and find them to accurately reflect the required utility alterations. As such, we have prepared the attached resolution which, if adopted, will approve the utility agreement associated with the project and will allow for the City of Milwaukee's participation in the alteration of sewer, communication conduit and street lighting systems as necessary and will provide 100 percent cost to be paid by Milwaukee County. Said resolution will also authorize the Commissioner of Public Works to execute the agreement as well as take actions necessary to accomplish the work and will authorize the City Engineer and the Comptroller to make periodic payments and billings in accord with the established procedures to properly account for the costs associated with said work. We respectfully recommend adoption of the resolution.

To the Honorable, the Common Council
April 3, 2012
Page 2

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Ghassan Korban
Commissioner of Public Works

AYH:amh

Attachment

c: Mr. Michael J. Daun, Deputy Comptroller

DRAFT – March 15, 2012

THIS AGREEMENT, by and between Milwaukee County ("County"), and the City of Milwaukee, a municipal corporation ("City");

WHEREAS, the County has requested an agreement that provides for the relocation of existing City utilities within the S. Howell Avenue right-of-way owned by the Wisconsin Department of Transportation ("WisDOT") in the vicinity of Citation Way, a County private road; and

WHEREAS, the City utilities will be relocated to accommodate construction of a new County bridge over S. Howell Avenue and the relocation of Citation Way at the intersection with S. Howell Avenue.

NOW, THEREFORE, in consideration of the mutual promises made by the parties and for other good and valuable consideration,

IT IS AGREED, by and between the parties that:

1. Funding Obligation

The County shall provide all funds necessary for design and construction of the City utility relocations, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project. Subject to the terms of this agreement the City agrees to provide the following:

- A. Sanitary sewer construction, tie-in and abandonment; which shall include design, obtaining required permits from the Wisconsin Department of Natural Resources (“WDNR”) and the Milwaukee Metropolitan Sewerage District (“MMSD”), construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing sanitary sewers, project close-out and record document preparation.
- B. Roadway lighting required for public safety, necessitated by the new bridge construction; which shall include design, construction document preparation, construction by City Forces for both temporary and permanent lighting which includes all materials, labor tools and equipment necessary for construction, inspection, project close-out and record document preparation. The location, height and type of proposed roadway lighting shall be approved by the County and WisDOT and shall be in conformance with Federal Aviation Administration (“FAA”) regulations.

C. Communication and lighting conduit required to accommodate roadway lighting and public safety communication cabling; which shall include design, construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing conduits, project close-out and record document preparation.

2. City to Design Utility Relocations

The City shall design the sewer, lighting and communication/lighting conduit relocations associated with the bridge construction. The County shall solicit public bids and award the construction contract for the sanitary sewer relocation and conduit improvements defined in this agreement. The City shall use City Forces to complete all construction associated with temporary and permanent roadway lighting. In order to expedite the City's design, the County shall provide plans for the bridge construction and Citation Way relocation for use by the City for their construction document preparation. The City shall provide the County a complete set of construction drawings and specifications for the sanitary sewer, lighting modifications and conduit relocations. Lighting drawings shall depict any work that will be included in the County's bridge contract. All other lighting work shall be noted as "work by others."

3. Construction Option

The County shall let and administer construction contracts for relocation of the sanitary sewer, conduit improvements and any lighting improvements that may be integral to the new bridge construction. The City shall perform inspections of their utilities

during the course of construction as required. All construction contracts let and administered by the County shall comply with all applicable laws and ordinances that pertain to the Federal, State and County funding of public improvements. The County shall not authorize any changes in improvement plans that affect the City's utilities without the prior approval of the Commissioner of Public Works ("Commissioner").

4. Sanitary Sewer Relocations

Relocated sanitary sewers will be installed in the public street right-of-way. Design for sanitary sewers shall be prepared by the City. The City's construction cost estimate is \$91,000. The cost of construction shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for the not-to-exceed costs to design, and inspect the sewer improvements as follows:

Design (sewer mains)	\$6,000
Inspection	<u>\$6,000</u>
Total	\$12,000

The review and approval of the sewer plans by MMSD are required. The City shall use its best efforts to facilitate these efforts.

5. Street Light Relocation

The relocated street lighting shall be designed and constructed by the City. The City will investigate the appropriate location for relocated light standards in the median of S. Howell Ave, including the possibility of mounting the lighting on the new bridge over S. Howell Ave. The County agrees to make provisions on the new bridge to accommodate street lighting fixtures and electrical service if found to be appropriate. The City shall construct the

relocated street lighting infrastructure with City Forces, as well as provide and install temporary street lighting as necessary to protect public safety during bridge and related construction. The County shall reimburse the City for its not-to-exceed costs for the design, construction and inspection of the lighting improvements as follows:

Design (lighting)	\$2,500
Construction	\$33,000
Inspection	<u>\$650</u>
Total	\$36,150

6. City Underground Conduits and City Communication

The relocated City communication/lighting conduit shall be designed by the City. The City shall disconnect the Police Call box at College Avenue and S. Howell Avenue for the duration of the project and reconnect the Call box when the conduit and cable infrastructure are reinstalled. The City's construction cost estimate for City underground conduit is \$50,000 along with another \$10,000 for City communication conduit. The cost of construction for the relocated conduits shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for its not-to-exceed costs for the design, and inspection of the conduit improvements as follows:

Design (City underground conduit)	\$5,600
Inspection	<u>\$2,800</u>
Total	\$8,400

7. Private Water Relocation

County-owned water mains will require relocation as part the

bridge improvement project. The County and/or its contractor shall pay all fees associated with connecting to the City water main and shall construct a new water meter pit, if necessary.

8. Storm Water Management Plan

A Storm Water Management Plan for the project shall be prepared by the County, and submitted for review and approval by the City Engineer. Any storm water management improvements required for the bridge construction project shall be designed and constructed by the County to meet City standards and specifications. The City shall review and approve all storm water infrastructure improvements required for the bridge project prior to construction at no fee or charge to the County. Ownership and maintenance of the storm water management improvements required for the bridge project shall be the responsibility of the County.

9. Public Right-of-Way and Required Permits

The County and City acknowledge the street right-of-way is owned by the WisDOT. The County agrees to provide, where necessary and at no cost to the City, all right-of way permits required to construct the utility relocations and public improvements associated with the bridge construction. Permits necessary for any such work shall be obtained by the County or other responsible parties prior to the construction of public improvements therein. The City shall waive all fees for City permits.

10. Reimbursement and Accounting Agreement

Services provided by the City, that are to be funded by the County

under the terms of this Agreement shall be paid in accordance with the following procedure.

- A. The County agrees to prepay the entire estimated cost of the services provided by the City as defined in Sections 4 through 6 of this Agreement. The County will send a copy of the executed Agreement and an advance payment in the amount of \$56,550.00 to the City's Accounting Division listed in paragraph C. of this Section. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the County must be received before the City is required to perform any of the obligations required by this Agreement. Any amount due on the final bill will be netted against the advance payment required by this paragraph and, as appropriate, a refund or final invoice will be furnished to the County.

- B. In determining the City's costs under this Agreement, there shall be included a general administrative support (overhead) cost based on the current rate (See Exhibit A) and the project costs. This overhead represents the cost to the City for those indirect expenses that are a part of agency overhead and operations.

- C. The City of Milwaukee Accounting Division is identified by the City as the billing office for this agreement. The County will send a copy of the executed Agreement and the full advance payment to the City's Coordination Manager shown below. All payments for this Agreement must include the project number and project location.

The mailing address for the City is:

Attn: Lois Gresl
City of Milwaukee Coordination Manager
841 N. Broadway, Room 501 _____
Milwaukee, WI 53202 _____

The County hereby identifies the office to which the City will render invoices for the project costs incurred as:

General Mitchell International Airport
Attn: C. Barry Bateman, Airport Director
5300 South Howell Avenue
Milwaukee, WI 53207
414-747-5300

D. Estimates as contained in Sections 4 through 6 of this Agreement are expected to be maximum amounts, but these amounts may be modified to recover the City's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the City will notify the County immediately. The City will also provide the County with a modification to this Agreement, which includes the City's additional costs plus overhead. The County agrees to prepay the entire estimated cost of the modification amount plus the required overhead percentage identified in Para. 10B above. The County will send a copy of the executed Modification Agreement to the City with any additional advance payment.

16. Inspections

Both parties agree that all materials furnished and all work performed to accomplish the utility relocations contemplated by this Agreement shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by the City shall be calculated based on the wages of the person or persons engaged in such work plus all costs of overhead. Reimbursement for costs incurred by the City shall be in accordance with Section 10 of this Agreement and shall not exceed the cost limits established in Sections 4 through 6 of this Agreement, unless otherwise amended.

17. Ownership of Relocated Utilities

It is understood and agreed by both parties hereto that upon completion of the utility relocations, the relocated utilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of their operation and maintenance in accordance with the standard practice between the parties.

18. City Ordinances and Regulations

The City warrants that all work shall be undertaken in accord with City standards and customary public works contracting procedures. It is further understood and agreed that this Agreement is subject to all City, County, State and Federal laws, regulations and ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

Appendix A – Overhead Factor Cost Items

“Overhead Factor” shall include but is not limited to reimbursement of the following:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- Registration Fees
- Legal & Accounting Expenses
- Office & Drafting Supplies
- Repairs & Maintenance
- Use of CAD Equipment and Systems
- Miscellaneous Overhead
- Office Utilities
- General Office Expenses
- Dues & Subscriptions
- Insurance
- Postage & Shipping
- Auto Expenses, Parking
- Travel costs to locations within a 100-mile radius of Milwaukee
- Meals
- Office Rental

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the County, its successors and assigns and upon the City, its successors and assigns.

Milwaukee County

IN WITNESS WHEREOF, the County has caused this document to be signed and sealed this ____ day of _____, 2012.

Frank Busalacchi, Director
Milwaukee County Department of
Transportation

Timothy Karaskiewicz
Principal Assistant Corporation Counsel

Freida Webb, Director
Milwaukee County Community
Business Development Partners

Cynthia VanPelt
Executive Director, Risk Management

Greg G. High, Director of AE & ES
Milwaukee County Department of
Administrative Services

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this ____ day of _____, 2012.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2012,
Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me known to be
the person who executed the foregoing instrument and to me known to be such Mayor of
said municipal corporation, and acknowledged that he executed the foregoing instrument
as such officer as the deed of said municipal corporation, its authority, and pursuant to
Resolution File No. adopted _____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
Ronald Leonhardt, City Clerk of the above-named municipal corporation, to me known
to be the person who executed the foregoing instrument and to me known to be such
City Clerk of said municipal corporation, and acknowledged that he executed the
foregoing instrument as such officer as the deed of said municipal corporation, its
authority, and pursuant to Resolution File No. _____, adopted
_____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
W. Martin Morics, City Comptroller of the City of Milwaukee, a municipal corporation, to
me known to be the person who executed the foregoing instrument and to me known to
be such City Comptroller of said municipal corporation, and acknowledged that he
executed the foregoing instrument as such officer as the deed of said municipal
corporation, its authority, and pursuant to Resolution File No. _____, adopted
_____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

Exhibit A - Outside Overhead Charges

DPW Division Code	Percentage of Project Cost	DPW Division
5231	.2181	DPW-Infra-Admin
5233	.1353	DPW-Infra-Transportation
5234	.0811	DPW-Infra-Construction
5235	.1968	DPW-Infra-Field Op-St/Bridges
5237	.1318	DPW-Infra-Field Op-Electrical
5238	.1921	DPW-Infra-Field Op-Support
6831	.2911	DPW-Sewer Maint-Environmental
6832	.2261	DPW-Sewer Maint-Underground
6411	.2641	DPW-Water Works-Business
6412	.1538	DPW-Water Works-Plants
6413	.2441	DPW-Water Works-Engineering
6414	.2679	DPW-Water Works-Distribution
6415	.1500	DPW-Water Works-Water Quality
6416	.1417	DPW-Water Works-Plants-South

THIS AGREEMENT, by and between Milwaukee County ("County"), and the City of Milwaukee, a municipal corporation ("City");

WHEREAS, the County has requested an agreement that provides for the relocation of existing City utilities within the S. Howell Avenue right-of-way owned by the Wisconsin Department of Transportation ("WisDOT") in the vicinity of Citation Way, a County private road; and

WHEREAS, the City utilities will be relocated to accommodate construction of a new County bridge over S. Howell Avenue and the relocation of Citation Way at the intersection with S. Howell Avenue.

NOW, THEREFORE, in consideration of the mutual promises made by the parties and for other good and valuable consideration,

IT IS AGREED, by and between the parties that:

1. Funding Obligation

The County shall provide all funds necessary for design and construction of the City utility relocations, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project. Subject to the terms of this agreement the City agrees to provide the following:

A. Sanitary sewer construction, tie-in and abandonment; which shall include design, obtaining required permits from the Wisconsin Department of Natural Resources ("WDNR") and

the Milwaukee Metropolitan Sewerage District (“MMSD”), construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing sanitary sewers, project close-out and record document preparation.

B. Roadway lighting required for public safety, necessitated by the new bridge construction; which shall include design, construction document preparation, construction by City Forces for both temporary and permanent lighting which includes all materials, labor tools and equipment necessary for construction, inspection, project close-out and record document preparation. The location, height and type of proposed roadway lighting shall be approved by the County and WisDOT and shall be in conformance with Federal Aviation Administration (“FAA”) regulations.

C. Communication and lighting conduit required to accommodate roadway lighting and public safety communication cabling; which shall include design, construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing conduits, project close-out and record document preparation.

2. City to Design Utility Relocations

The City shall design the sewer, lighting and communication/lighting conduit relocations associated with the bridge construction. The County shall solicit public bids and award the construction contract for the sanitary sewer relocation and conduit improvements defined in this agreement. The City shall use City Forces to complete all construction associated with

temporary and permanent roadway lighting. In order to expedite the City's design, the County shall provide plans for the bridge construction and Citation Way relocation for use by the City for their construction document preparation. The City shall provide the County a complete set of construction drawings and specifications for the sanitary sewer, lighting modifications and conduit relocations. Lighting drawings shall depict any work that will be included in the County's bridge contract. All other lighting work shall be noted as "work by others."

3. Construction Option

The County shall let and administer construction contracts for relocation of the sanitary sewer, conduit improvements and any lighting improvements that may be integral to the new bridge construction. The City shall perform inspections of their utilities during the course of construction as required. All construction contracts let and administered by the County shall comply with all applicable laws and ordinances that pertain to the Federal, State and County funding of public improvements. The County shall not authorize any changes in improvement plans that affect the City's utilities without prior approval by the City of Milwaukee Department of Public Works (DPW).

4. Sanitary Sewer Relocations

Relocated sanitary sewers will be installed in the public street right-of-way. Design for sanitary sewers shall be prepared by the City. The City's construction cost estimate is \$91,000. The full cost of construction shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for the costs to design, and

inspect the sewer improvements as follows:

Design (sewer mains)	\$11,000
Inspection	<u>\$10,000</u>
Total	\$21,000

The review and approval of the sewer plans by MMSD are required. The City shall use its best efforts to facilitate these efforts. Any additional permit or review costs associated with this work required by another entity and incurred by the City as part of its review, will be passed along to the County as an additional cost.

5. Street Light Relocation

The relocated street lighting shall be designed and constructed by the City. The City will investigate the appropriate location for relocated light standards in the median of S. Howell Ave, including the possibility of mounting the lighting on the new bridge over S. Howell Ave. The County agrees to make provisions on the new bridge to accommodate street lighting fixtures and electrical service if found to be appropriate. The City shall construct the relocated street lighting infrastructure with City Forces, as well as provide and install temporary street lighting as necessary to protect public safety during bridge and related construction. The County shall reimburse the City for its costs for the design, construction and inspection of the lighting improvements as follows:

Design (lighting)	\$2,500
Construction	\$33,000
Inspection	<u>\$650</u>
Total	\$36,150

Any additional permit or review costs associated with this work

required by another entity and incurred by the City as part of its review, will be passed along to the County as an additional cost.

6. City Underground Conduits and City Communication

The relocated City communication/lighting conduit shall be designed by the City. The City shall disconnect the Police Call box at E. College Avenue and S. Howell Avenue for the duration of the project and reconnect the Call box when the conduit and cable infrastructure are reinstalled. The City's construction cost estimate for City underground conduit is \$50,000 along with another \$10,000 for City communication cabling. The cost of construction for the relocated conduits shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for its costs for the design, and inspection of the conduit improvements as follows:

Design (City underground conduit)	\$5,600
Inspection	<u>\$2,800</u>
Total	\$8,400

Any additional permit or review costs associated with this work required by another entity and incurred by the City as part of its review, will be passed along to the County as an additional cost.

7. Private Water Relocation

County-owned water mains will require relocation as part the bridge improvement project. The County and/or its contractor shall pay all fees associated with connecting to the City water main and shall construct a new water meter pit, if necessary.

8. Storm Water Management Plan

A Storm Water Management Plan for the project shall be prepared by the County, and submitted for review and approval by the City Engineer. Any storm water management improvements required for the bridge construction project shall be designed and constructed by the County to meet City standards and specifications. The City shall review and approve all storm water infrastructure improvements required for the bridge project prior to construction at no fee or charge to the County. Ownership and maintenance of the storm water management improvements required for the bridge project shall be the responsibility of the County.

9. Public Right-of-Way and Required Permits

The County and City acknowledge the highway easement and open public right-of-way is under the jurisdiction of the WisDOT. The County agrees to provide, where necessary and at no cost to the City, all right-of way permits required to construct the utility relocations and public improvements associated with the bridge construction. Permits necessary for any such work shall be obtained by the County or other responsible parties prior to the construction of public improvements therein. The City shall waive all permit fees associated with City utility work.

10. Reimbursement and Accounting Agreement

Services provided by the City, that are to be funded by the County under the terms of this Agreement shall be paid in accordance with the following procedure.

A. The County agrees to prepay the entire estimated cost of the services provided by the City as defined in Sections 4 through 6 of this Agreement. The County will send a copy of the

executed Agreement and an advance payment in the amount of \$65,550.00 to the DPW – City Engineer listed in paragraph C. of this Section. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the County must be received before the City is required to perform any of the obligations required by this Agreement. Any amount due on the final bill will be netted against the advance payment required by this paragraph and, as appropriate, a refund or final invoice will be furnished to the County.

- B. In determining the City's costs under this Agreement, there shall be included a general administrative support (overhead) cost based on the current rate (See Exhibit A) and the project costs. This overhead represents the cost to the City for those indirect expenses that are a part of agency overhead and operations.
- C. The City of Milwaukee DPW - Administration is identified by the City as the billing office for this agreement. The County will send a copy of the executed Agreement and the full advance payment to the DPW – City Engineer shown below. All payments for this Agreement must include the project number and project location.

The mailing address for the City is:

Attn: Jeffrey S. Polenske, City Engineer
City of Milwaukee, DPW
841 N. Broadway, Room 701
Milwaukee, WI 53202
(414) 286-2400

The County hereby identifies the office to which the City will render invoices for the project costs incurred as:

General Mitchell International Airport
Attn: C. Barry Bateman, Airport Director
5300 South Howell Avenue
Milwaukee, WI 53207
414-747-5300

D. Estimates as contained in Sections 4 through 6 of this Agreement may be modified to recover the City's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the City will notify the County immediately. The City will also provide the County with a modification to this Agreement, which includes the City's additional costs plus overhead. The County agrees to prepay the entire estimated cost including the required overhead percentage identified in Para. 10B above. The County will send a copy of the executed Modification Agreement to the City with any additional advance payment.

11. Inspection

Both parties agree that all materials furnished and all work performed to accomplish the utility relocations contemplated by this Agreement shall conform to all regulations and specifications of the City of Milwaukee and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement,

the cost of such service when furnished by the City shall be calculated based on the wages of the person or persons engaged in such work plus all costs of overhead.

12. Ownership of Relocated Utilities

It is understood and agreed by both parties hereto that upon completion of the utility relocations, the relocated City utilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of their operation and maintenance in accordance with the standard practice between the parties.

13. City Ordinances and Regulations

The City warrants that all work shall be undertaken in accord with City standards and customary public works contracting procedures. It is further understood and agreed that this Agreement is subject to all City, County, State and Federal laws, regulations and ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

Appendix A – Overhead Factor Cost Items

“Overhead Factor” shall include but is not limited to reimbursement of the following:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- Registration Fees
- Legal & Accounting Expenses
- Office & Drafting Supplies
- Repairs & Maintenance
- Use of CAD Equipment and Systems
- Miscellaneous Overhead
- Office Utilities
- General Office Expenses
- Dues & Subscriptions
- Insurance
- Postage & Shipping
- Auto Expenses, Parking
- Travel costs to locations within a 100-mile radius of Milwaukee
- Meals
- Office Rental

Exhibit A - Outside Overhead Charges

DPW Division Code	Percentage of Project Cost	DPW Division
5231	.2181	DPW-Infra-Admin
5233	.1353	DPW-Infra-Transportation
5234	.0811	DPW-Infra-Construction
5235	.1968	DPW-Infra-Field Op-St/Bridges
5237	.1318	DPW-Infra-Field Op-Electrical
5238	.1921	DPW-Infra-Field Op-Support
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6411	.2641	DPW-Water Works-Business
6412	.1538	DPW-Water Works-Plants
6413	.2441	DPW-Water Works-Engineering
6414	.2679	DPW-Water Works-Distribution
6415	.1500	DPW-Water Works-Water Quality
6416	.1417	DPW-Water Works-Plants-South

THIS AGREEMENT, drafted by Milwaukee County, shall be binding upon the County, its successors and assigns and upon the City, its successors and assigns.

Milwaukee County

IN WITNESS WHEREOF, the County has caused this document to be signed and sealed this ____ day of _____, 2012.

Frank Busalacchi, Director
Milwaukee County Department of
Transportation

Timothy Karaskiewicz
Principal Assistant Corporation Counsel

Freida Webb, Director
Milwaukee County Community
Business Development Partners

Cynthia VanPelt
Executive Director, Risk Management

Greg G. High, Director of AE & ES
Milwaukee County Department of
Administrative Services

IN WITNESS WHEREOF, the City of Milwaukee has caused this document to be signed this _____ day of _____, 2012.

CITY OF MILWAUKEE

Ghassan Korban
Commissioner of Public Works

Martin Matson
Comptroller



Legislation Details (With Text)

File #: 111694 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of West Fond du Lac Avenue (STH 145) at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100% City funded.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, BRIDGES, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Location Map of Bridges, Agreement, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111694
Version
ORIGINALS
Reference
Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of West Fond du Lac Avenue (STH 145) at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100% City funded.

Analysis

This resolution authorizes the Commissioner of Public Works to execute a project agreement with the Wisconsin Department of Transportation for programming and construction of the improvement of West Fond du Lac Avenue (STH 145) at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street under the State Trunk Highway Program. Approval of the agreement with the Wisconsin Department of Transportation will enable the project to be undertaken using 100 percent Federal/State aid for preliminary engineering costs and construction costs with City share of construction costs for non-participating work items located within the city. The estimated total cost of the project is \$8,927,000 of which the City of Milwaukee's construction share is estimated to be \$2,000 and the grantor share is \$8,925,000. Approval for construction costs will be in a future resolution. City of Milwaukee costs for plan review, which will be funded 100 percent by the City of Milwaukee, are estimated to be \$10,000.

Body

Whereas, West Fond du Lac Avenue (STH 145) at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street is scheduled for improvement in 2013 as part of the Wisconsin Department of Transportation's State Trunk Highway Program; and

Whereas, The Wisconsin Department of Transportation will undertake the necessary preliminary engineering and plan preparation for the improvement; and

Whereas, The Wisconsin Department of Transportation has submitted an agreement to the City of Milwaukee for the programming and construction of the project with Federal/State aid under the State Trunk Highway Program; and

Whereas, Approval of the agreement by the Wisconsin Department of Transportation will enable the project to be undertaken with 100 percent Federal/State aid for preliminary engineering and construction costs with the City's share of the construction cost being based on items such as water and sanitary sewer adjustments being non-participating and funded 100 percent by the City of Milwaukee; and

Whereas, The City of Milwaukee may need to install traffic control and/or street lighting facilities in conjunction with this project, the cost of which will be included in future resolutions; and

Whereas, The state cannot proceed with any project cost overruns and/or changes in scope of more than five percent without prior Department of Public Works approval; and

Whereas, The Department of Public Works shall notify the Common Council of the City of Milwaukee at the next scheduled meeting of any such project cost overruns and/or changes in scope approved by the Department of Public Works; and

Whereas, The Common Council of the City of Milwaukee recognizes that the City may be 100 percent liable for any such project cost overruns and/or changes in scope as approved by the Department of Public Works; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized to execute the agreement for programming and construction of the improvement of West Fond du Lac Avenue at the Fond du Lac Avenue Freeway Bridge over the Little Menomonee River Parkway, the Fond du Lac Avenue Freeway Bridge over West Mill Road and the Fond du Lac Avenue Freeway Bridge over North 91st Street with Federal/State aid under the State Trunk Highway Improvement Program, a copy of which is attached to Common Council File No. 111694 and is incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that the Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects the necessary Project/Grant Chartfield Values for the plan review (State I.D. 1360-09-70) and transfer to this account the amount required under the grant agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for grantor's share and local share of \$5,000, whichever is greater as follows:

Infrastructure Services Division Accounts

Project I.D. 1360-09-70
City Share
Account No. ST320120000
Fund 0333
\$10,000

Previously authorized for preliminary engineering -0-

Current estimated costs of the total project (including current resolution) \$8,937,000

Original estimated costs of the total project \$8,927,000

; and, be it

Further Resolved, That the City Engineer is hereby authorized to approve and make periodic payments to the Wisconsin Department of Transportation upon receipt of invoices for the City's share of the costs for the above project.

Requestor

Department of Public Works

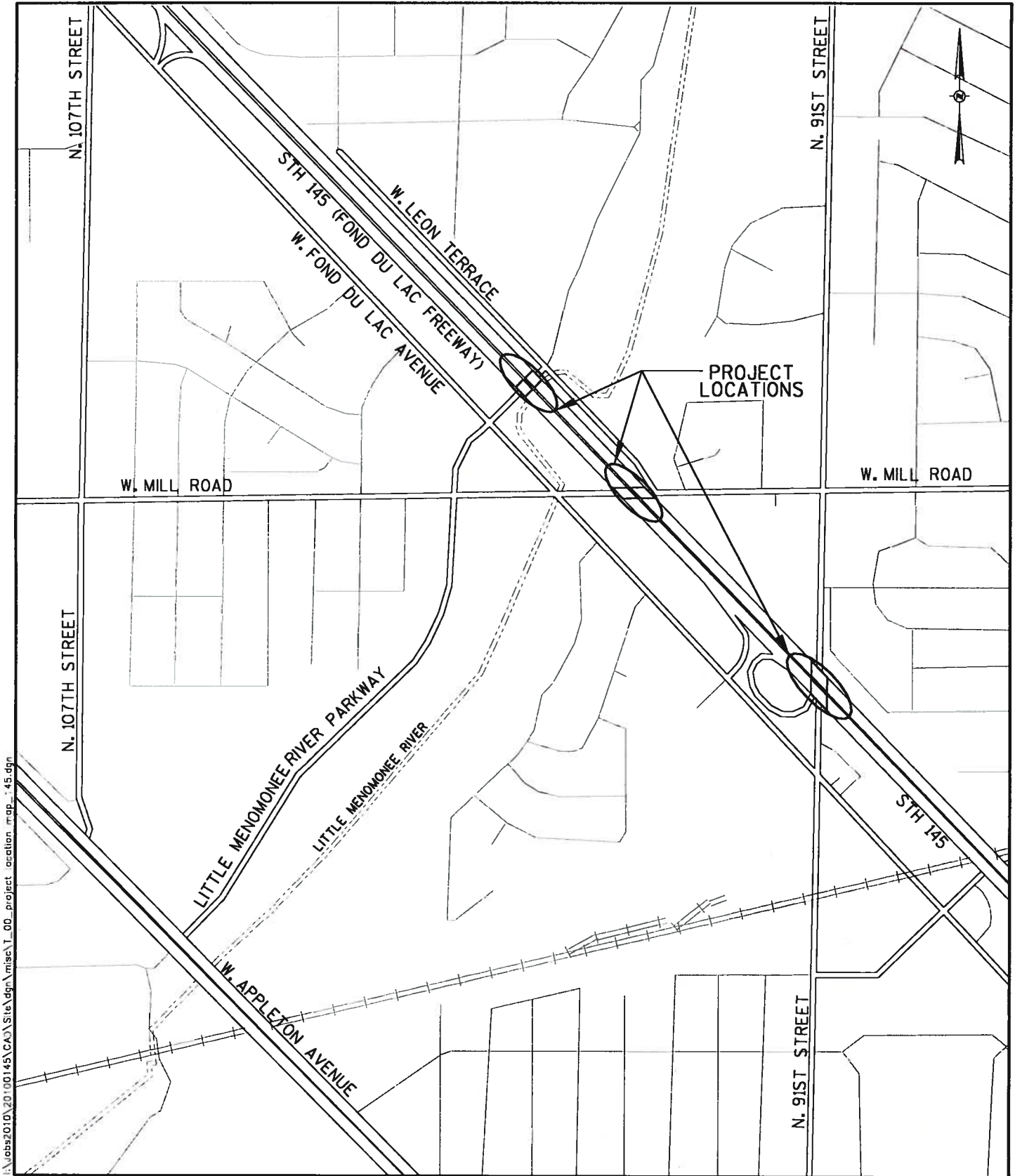
Drafter

Infrastructure Services Division

LCG:amh

April 3, 2012

Reso W Fond du Lac (145) Various Bridges.rtf



I:\jobs\2010\20100145\CA\Site\ dgn \misc\T_00_project_location_map_145.dgn



PROJ. NUMBER: 2010-0145.00
 DATE: 10-14-2010
 PROJECT MGR:
 DRAWN BY: LLS
 SCALE: NTS
 REVISED:

PROJECT LOCATION MAP

STH 145 - FOND DU LAC FREEWAY
 WISDOT PROJECT ID 1360-09-00
 MILWAUKEE COUNTY, WISCONSIN

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: March 5, 2012
PROJECT DESIGN ID: 1360-09-00
PROJECT CONSTRUCTION ID: 1360-09-70
HIGHWAY: STH 145 LENGTH: 0.0 Miles
LIMITS: Various Bridges
COUNTY: Milwaukee

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%	
Preliminary Engineering: Plan Development	\$ 525,000	\$ 525,000	100%	\$ -	0%	
Construction: Participating	\$ 8,400,000	\$ 8,400,000	100%	\$ -	0%	
Non-Participating	\$ 2,000	\$ -	0%	\$ 2,000	100%	
Total Cost Distribution	\$ 8,927,000	\$ 8,925,000		\$ 2,000		

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

Signed for and in behalf of the Milwaukee.

Name Title Date

Name Title Date

TERMS AND CONDITIONS:

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

- (b) Maintenance of sidewalks and landscaping features along the project.
- (c) Maintenance of lighting systems, to include energy.
- (d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.
- (e) Prohibit angle parking.
- (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

9. Basis for local participation:

Funding for preliminary engineering – 100% State

Funding for construction of standard roadway items – 100% State

Funding for non participating items, 100% Municipality.

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

The Comptroller's Office has reviewed Common Council Resolution File No. _____ for the Commissioner of Public Works to execute the agreement for programming and construction of the improvement of West Fond du Lac Avenue at various bridge locations with WISDOT and to set up plan review costs (City Share \$10,000; Grantor Share \$0) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: *C Wisniewski*

Date: *4/2/12*

1360-09-70 West Fond du Lac Ave (STH 145) at various bridge locations Plan Review (City Share \$10,000; Grantor Share \$0)



Legislation Details (With Text)

File #: 111695 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid to include additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs with the total engineering costs being \$360,000 and with the City of Milwaukee's share being \$90,000.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Proposed Substitute A, Revised Agreement, Comptroller's Certificate, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111695
Version
ORIGINAL
Reference
051477
Sponsor
THE CHAIR
Title

Resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with the Wisconsin Department of Transportation for the reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid to include additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs with the total engineering costs being \$360,000 and with the City of Milwaukee's share being \$90,000.

Analysis
This resolution directs the Commissioner of Public Works to execute a revised project agreement with the Wisconsin Department of Transportation for the programming and reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid under the State Trunk Highway Program. The estimated total cost of the project is \$3,297,000 of which the City's share is \$300,600 and the grantor's share is \$2,996,400. The revised State Municipal Agreement includes additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs. Additional Design costs are \$223,200 of which the City share is \$55,800 and Grantor's share of \$167,400. Construction, signal, street lighting and communication conduits costs will be included in future resolutions.

Body

Whereas, The Common Council of the City of Milwaukee adopted resolution file number 051477 on May 9, 2006 directing the Commissioner of Public Works to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the programming and construction of North 27th Street from West St. Paul Avenue to West Highland Boulevard; and

Whereas, The Department of Public Works requested and the Wisconsin Department of Transportation agreed to participate in the work associated with additional signal work and city street lighting affected by the construction at 100 percent State cost as part of the North 27th Street project; and

Whereas, The Department of Public Works requested and the Wisconsin Department of Transportation agreed to participate in the additional engineering and construction work for paving one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street and the work associated with installing communication conduit transporting traffic signal cabling as part of the North 27th Street project costs to be included with participating construction costs; and

Whereas, Construction funds for North 27th Street paving will be scheduled in future resolutions. Construction is currently scheduled for 2013; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized to execute the revised project agreement for the design and construction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid under the Wisconsin Department of Transportation State Trunk Highway Program, a copy of which is attached to Common Council File 111695 and is incorporated by reference as though set forth in full; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to enter into an agreement with the Wisconsin Department of Transportation pertaining to the cost participation for the installation and/or modification of street lighting facilities in conjunction with the improvements of the aforementioned projects; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to install the street lighting facilities necessary in conjunction with the aforementioned project, following the execution of the street lighting agreements, the cost of which will be included in future resolutions; and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield Values for the projects (Expenditures) and transfer to any of these accounts the amount required under the grant agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share and local share or \$5,000, whichever is greater, as follows:

Infrastructure Services Division

State I.D. 2265-09-00
ST320060701
North 27th Street (STH 57)
West St. Paul Avenue to West Highland Boulevard

City Share
ST320120000
Fund 0333
\$61,500

Grantor Reimbursable Cash Paving
SP032120100
Fund 0306

\$122,400

Grantor Non-Reimbursable Paving
\$39,300

Construction is currently scheduled for 2013

Previously authorized for preliminary engineering: \$131,100
Current estimated cost of total project including this resolution: \$3,297,000
Original estimated cost of the total project (Resolution #051477): \$2,171,800

; and, be it

Further Resolved, That the City Engineer is hereby authorized and directed to approve and make periodic payments to the WisDOT upon receipt of invoices for the City of Milwaukee's share of costs on the projects.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

LCG:amh

February 8, 2012

Reso N 27 - W St Paul to W Highland 020112.rtf

..Number

111695

..Version

SUBSTITUTE A

..Reference

..Sponsor

THE CHAIR

Substitute resolution directing the Commissioner of Public Works to execute a revised project agreement titled "State/Municipal Agreement for a Highway Improvement Project" with Wisconsin Department of Transportation for the reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid to include additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs with total engineering costs are \$360,000 and with a City of Milwaukee share of \$90,000.

..Analysis

This resolution directs the Commissioner of Public Works to execute a revised project agreement with the Wisconsin Department of Transportation for the programming and reconstruction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid under the State Trunk Highway Program. The estimated total cost of the project is \$3,748,500 of which the City's share is \$311,364 and the grantor's share is \$3,437,137. The revised State Municipal Agreement includes additional engineering and construction costs for paving work one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street, additional signal costs, street lighting and communication conduit costs. Additional Design costs are \$223,200 of which the City share is \$55,800 and Grantor's share of \$167,400. Construction, signal, street lighting and communication conduits costs will be included in future resolutions.

..Body

Whereas, The Common Council of the City of Milwaukee adopted resolution file number 051477 on May 9, 2006 directing the Commissioner of Public Works to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the programming and construction of North 27th Street from West St. Paul Avenue to West Highland Boulevard; and

Whereas, The Department of Public Works requested and the Wisconsin Department of Transportation agreed to participate in the work associated with additional signal work and city street lighting affected by the construction at 100 percent State cost as part of the North 27th Street project; and

Whereas, The Department of Public Works requested and the Wisconsin Department of Transportation agreed to participate in the additional engineering and construction work for paving one block east and one block west of the intersection of West Wisconsin Avenue at North 27th Street and the work associated with installing communication conduit transporting traffic signal cabling as part of the North 27th Street project costs to be included with participating construction costs; and

Whereas, Construction funds for North 27th Street paving will be scheduled in future resolutions. Construction is currently scheduled for 2013; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized to execute the revised project agreement for the design and construction of North 27th Street from West St. Paul Avenue to West Highland Boulevard with State/Federal Aid under the Wisconsin Department of Transportation State Trunk Highway Program, a copy of which is attached to Common Council File _____ and is incorporated by reference as though set forth in full; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to enter into an agreement with the Wisconsin Department of Transportation pertaining to the cost participation for the installation and/or modification of street lighting facilities in conjunction with the improvements of the aforementioned projects; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to install the street lighting facilities necessary in conjunction with the aforementioned project, following the execution of the street lighting agreements, the cost of which will be included in future resolutions; and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield Values for the projects (Expenditures) and transfer to any of these accounts the amount required under the grant agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share and local share or \$5,000, whichever is greater, as follows:

Infrastructure Services Division

State I.D. 2265-09-00
ST320060701
North 27th Street (STH 57)
West St. Paul Avenue to West Highland Boulevard

City Share
ST320120000
Fund 0333
\$61,500

Grantor Reimbursable Cash Paving
SP032120100
Fund 0306
\$122,400

Grantor Non-Reimbursable Paving
\$39,300

Construction is currently scheduled for 2013

Previously authorized for preliminary engineering: \$131,100
Current estimated cost of total project including this resolution: \$3,748,500
Original estimated cost of the total project (Resolution #051477): \$2,171,800

; and, be it

Further Resolved, That the City Engineer is hereby authorized and directed to approve and make periodic payments to the WisDOT upon receipt of invoices for the City of Milwaukee's share of costs on the projects.

..Requestor
Department of Public Works
..Drafter
Infrastructure Services Division
LCG:amh

April 30, 2012

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

REVISES January 13 2006 Agreement

DATE: February 7, 2012
PROJECT DESIGN ID: 2265-09-00
PROJECT CONSTRUCTION ID: 2265-09-70/9x
HIGHWAY: North 27th Street (STH 57) LENGTH: 0.6 mile
LIMITS: West St Paul Ave to West Highland Boulevard
COUNTY: Milwaukee

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Connecting Highway request

Proposed Improvement - Nature of work: Roadway improvement

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

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds		Municipal % Funds		%
Preliminary Engineering:						
Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000		25%
State Review	\$ 60,000	\$ 45,000	75%	\$ 15,000		25%
Real Estate Acquisition:						
Acquisition	\$ 100,000	\$ 100,000	100%	\$ -		0%
State Review	\$ 5,000	\$ 5,000	100%	\$ -		0%
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -		0%
Construction:						
Participating	\$ 795,000	\$ 795,000	100%	\$ -		0%
Pavement items, parking 2	\$ 1,450,000	\$ 1,264,400	87.2%	\$ 185,600		12.8%
CSS 1	\$ 70,000	\$ 70,000	MAX			BAL
Traffic Control Devices	\$ 320,000	\$ 320,000	100%	\$ -		0%
Impacted Lighting	\$ 152,000	\$ 152,000	100%	\$ -		0%
Non-Participating	\$ 25,000	\$ -		\$ 25,000		100%
Total Cost Distribution	\$ 3,297,000	\$ 2,996,400		\$ 300,600		

- 1 Community Sensitive Solutions (CSS) - Maximum State/Federal funds of \$70,000, any amount that exceeds this maximum is to be funded with 100% Municipal funds
- 2 Participation for parking is an estimate, the actual percent will be calculated when final plans are complete. Changes to the parking percentage noted in the above chart, require a letter of request from the Municipality. Upon acceptance of the percent changes, the State will send a concurrence letter.

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

Signed for and in behalf of the City of Milwaukee.

Name Title Date

Name Title Date

TERMS AND CONDITIONS:

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

8. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.
- (b) Maintenance of sidewalks and landscaping features along the project.
- (c) Maintenance of lighting systems, to include energy.
- (d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.
- (e) Prohibit angle parking.
- (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- (g) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within an around the projects.
- (h) Provide complete plans, specifications, relocation order, real estate plat, estimates, appraisals, and acquiring the parcels.
- (i) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

9. Basis for local participation:

Funding for preliminary engineering for a connecting highway, 75% State 25% Municipal.

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

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

Funding for construction of standard roadway items – 100% State

Funding for parking lanes – 100% Municipal and is calculated as a percentage of parking area compared to the total area of pavement. Parking percentage applies only to pavement items.

Funding for CSS (Community Sensitive Solutions) – 100% State, maximum amount \$70,000. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS funds have been inflated to 2013 dollars.

Funding for non-participating items 100% Municipality.

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

The Comptroller's Office has reviewed Common Council Resolution File No 111695 for to execute the revised State/Municipal Agreement for the reconstruction of North 27th Street from West St Paul Avenue to West Highland Boulevard (no additional funding set up on this substitute A of resolution 111695 previously certified on 4/3/12) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: *C. Wierzbicki*

Date: *4-30-12*



Legislation Details (With Text)

File #: 111696 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of South 27th Street (STH 241) West Drexel Avenue to West College Avenue, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100 percent City funded.

Sponsors: THE CHAIR

Indexes:

Attachments: Comptroller's Certificate, Revised Agreement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111696
Version
ORIGINAL
Reference
Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation for the programming and construction of the improvement of South 27th Street (STH 241) West Drexel Avenue to West College Avenue, and to set up plan review costs, with Federal/State aid under the State Trunk Highway Program, with an estimated cost of \$10,000 for plan review, being 100 percent City funded.

Analysis
This resolution authorizes the Commissioner of Public Works to execute a project agreement with the Wisconsin Department of Transportation for programming and construction of the improvement of South 27th Street (STH 241) from West Drexel Avenue to West College Avenue under the State Trunk Highway Program. Approval of the agreement with the Wisconsin Department of Transportation will enable the project to be undertaken using 100 percent Federal/State aid for preliminary engineering and construction costs with the City share of construction costs for non-participating construction work items within the City. The estimated total cost of the project is \$26,512,000 of which the City of Milwaukee's construction share is estimated to be \$2,000 and the Grantor share is \$26,510,000. Approval for construction costs will be in a future resolution. City of Milwaukee costs for plan review, which will be funded 100 percent by the City of Milwaukee, are estimated to be \$10,000.

Body
Whereas, South 27th Street (STH 241) from West Drexel Avenue to West College Avenue is scheduled for improvement in 2014 as part of the Wisconsin Department of Transportation's State Trunk Highway Program; and

Whereas, The Wisconsin Department of Transportation will undertake the necessary preliminary engineering and plan preparation for the improvement; and

Whereas, The Wisconsin Department of Transportation has submitted an agreement to the City of Milwaukee for the programming and construction of the project with Federal/State aid under the State Trunk Highway Program; and

Whereas, Approval of the agreement by the Wisconsin Department of Transportation will enable the project to be undertaken with 100 percent Federal/State aid for preliminary engineering and construction costs, the City's share of the construction cost being based on items such as water and sanitary sewer adjustments being non-participating and funded 100 percent by the City of Milwaukee; and

Whereas, The City of Milwaukee may need to install traffic control and/or street lighting facilities in conjunction with this project, the cost of which will be included in future resolutions; and

Whereas, The state cannot proceed with any project cost overruns and/or changes in scope of more than five percent without prior Department of Public Works approval; and

Whereas, The Department of Public Works shall notify the Common Council of the City of Milwaukee at the next scheduled meeting of any such project cost overruns and/or changes in scope approved by the Department of Public Works; and

Whereas, The Common Council of the City of Milwaukee recognizes that the City may be 100 percent liable for any such project cost overruns and changes in scope as approved by the Department of Public Works; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized to execute the agreement for programming and construction of the improvement of South 27th Street (STH 241) from West Drexel Avenue to West College Avenue with Federal/State aid under the State Trunk Highway Improvement Program, a copy of which is attached to Common Council File No. 111696 and is incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to enter into an agreement with the Wisconsin Department of Transportation pertaining to the cost participation for the installation and modification of traffic control facilities and street lighting facilities in conjunction with the improvements of the aforementioned projects; and, be it

Further Resolved, That the Commissioner of Public Works is hereby authorized to install the traffic control and/or street lighting facilities necessary in conjunction with the aforementioned projects, following the execution of the traffic control and street lighting agreements, the cost of which will be included in future resolutions; and, be it

Further Resolved, By the Common Council of the City of Milwaukee that the Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects the necessary Project/Grant Chartfield Values for the plan review (State I.D. 2265-16-00) and transfer to this account the amount required under the grant agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for grantor's share and local share of \$5,000, whichever is greater as follows:

Infrastructure Services Division Accounts

Project I.D. 2265-16-00
South 27th Street (STH 241) - West Drexel Avenue to College Avenue

City Share
Project Grant No. ST320120000

Fund 0333
\$10,000

Previously authorized for preliminary engineering -0-

Current estimated costs of the total project (including current resolution) \$26,522,000

Original estimated costs of the total project \$26,512,000

; and, be it

Further Resolved, That the City Engineer is hereby authorized to approve and make periodic payments to the Wisconsin Department of Transportation upon receipt of invoices for the City's share of the costs for the above project.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

LCG:amh

March 30, 2012

Reso S 27 St (STH 241) Drexel - College 032312.rtf

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

The Comptroller's Office has reviewed Common Council Resolution File No. _____ for the Commissioner of Public Works to execute an agreement with WISDOT for the programming and construction of the improvement of South 27th Street from West Drexel Avenue to West College Avenue including the set-up of plan review costs (City Share 10,000; Grantor Share \$0 for plan review costs) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: *C. Wisniewski*

Date: 3/30/12

2265-16-00 Plan Review Costs for S 27th St from W Drexel to W College (City Share \$10,000; Grantor Share \$0)

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: March 5, 2012
PROJECT DESIGN ID: 2265-16-00
PROJECT CONSTRUCTION ID: 2265-16-70
HIGHWAY: STH 241 LENGTH: 1.97 Miles
LIMITS: W Drexel Ave to College Ave
COUNTY: Milwaukee

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%	
Preliminary Engineering:						
Plan Development	\$ 950,000	\$ 950,000	100%	\$ -	0%	
Real Estate Acquisition:						
Acquisition	\$ 3,000,000	\$ 3,000,000	100%	\$ -	0%	
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -	0%	
Construction:						
Participating	\$ 22,540,000	\$ 22,540,000	100%	\$ -	0%	
Non Participating	\$ 2,000	\$ -	0%	\$ 2,000	100%	
Total Cost Distribution	\$ 26,512,000	\$ 26,510,000		\$ 2,000		

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

Signed for and in behalf of the Milwaukee.

Name Title Date

Name Title Date

TERMS AND CONDITIONS:

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

- (b) Maintenance of sidewalks and landscaping features along the project.
- (c) Maintenance of lighting systems, to include energy.
- (d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.
- (e) Prohibit angle parking.
- (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

9. Basis for local participation:

Funding for preliminary engineering – 100% State

Funding for construction of standard roadway items – 100% State

Funding for non-participating items 100% Municipality.



Legislation Details (With Text)

File #: 111697 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 4/11/2012 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to execute a Revised Project Agreement titled "State/Municipal Agreement for a State-Let Urbanized Area STP - Urban Project" with the Wisconsin Department of Transportation for the programming and design which now includes construction of West Hampton Avenue from North Teutonia Avenue to North Green Bay Avenue with 80 percent Federal and State aid under the Surface Transportation Program.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Revised Agreement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
4/11/2012	0	COMMON COUNCIL	ASSIGNED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
111697
Version
ORIGINAL
Reference
Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works to execute a Revised Project Agreement titled "State/Municipal Agreement for a State-Let Urbanized Area STP - Urban Project" with the Wisconsin Department of Transportation for the programming and design which now includes construction of West Hampton Avenue from North Teutonia Avenue to North Green Bay Avenue with 80 percent Federal and State aid under the Surface Transportation Program.

Analysis

This resolution authorizes the Commissioner of Public Works to execute a Revised Project Agreement with the Wisconsin Department of Transportation for the programming, design and construction of West Hampton Avenue from North Teutonia Avenue to North Green Bay Avenue with 80 percent Federal and State aid under the Surface Transportation Program. The estimated total cost of the project is \$3,842,935, of which the City's share is \$788,587 and the Grantor share is \$3,054,348.

Body

Whereas, The Common Council of the City of Milwaukee adopted Resolution File Number 100021 authorizing the Commissioner of Public Works to execute a project agreement with the Wisconsin Department of Transportation for the programming and design of West Hampton Avenue from North Teutonia Avenue to North Green Bay Avenue with Federal and/or State aid under the Surface Transportation Program; and

Whereas, The original agreement with the Wisconsin Department of Transportation requested preliminary engineering only and the City has now requested and the Wisconsin Department of Transportation has agreed

to include construction costs as part of the West Hampton Avenue project agreement; and

Whereas, The Wisconsin Department of Transportation has submitted a Revised Project Agreement to include construction funds for the West Hampton Avenue project for City execution; and

Whereas, The West Hampton Avenue project is scheduled for construction in 2014 and construction funds for the project will be requested in a separate resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is hereby authorized to execute the Revised Project Agreement adding the construction costs associated with the project with Federal and State aid under the Surface Transportation Program, a copy of which is attached to Common Council File Number 111697 and incorporated in this resolution as though set forth therein in full.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

LCG:AYH:amh

March 28, 2012

Reso W Hamptn Av 032012.rtf



1st REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT

This agreement supersedes the agreement signed by the Municipality on June 6, 2010 and June 15, 2010 and signed by DOT on June 23, 2010.

Program Name: STP-Urban
Population Group: Over 200,000
Sub-program #: 206

Revised Date: January 24, 2012
 Date: April 5, 2010
 I.D.: 2545-03-01/71/91
 Road Name: West Hampton Avenue
 Limits: N Teutonia Ave to N Green Bay Ave
 County: Milwaukee
 Roadway Length: 0.8 miles
 Functional Classification: Minor Arterial
 Project Sponsor: City of Milwaukee
 Urbanized Area: Milwaukee

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The 0.8 mile segment is a divided roadway with two 12 foot driving lanes and a parking lane with curb and gutter in each direction. Last surfaced in 1978, this pavement is experiencing transverse cracking, surface raveling and patching. There is an existing sidewalk, bicycle/pedestrian accommodations and a lighting system. There are no known safety issues or sub-standard alignments.

Proposed Improvement - Nature of work: **Pavement Replacement.** The pavement replacement of 0.8 miles of West Hampton Avenue will create no additional lanes. There will be minimal grading work, replacement of curb and gutter, replacement of the sidewalk, bicycle and pedestrian accommodations, and ADA compliant curb ramps with detectable field warnings will be used consistent with Trans 75. 12 inch lateral storm sewer lines will be replaced. LFA work will consist of upgrades to signals and signs.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: adjustment of water gate valves, services boxes and manholes, adjusting sanitary sewer manhole covers, placing new sanitary manhole covers, installing internal sanitary manhole seals, installing underground street lighting conduit and sidewalk replacement.

The Municipality agrees to the following 2011-2014 Urbanized Area STP-Urban project funding conditions:

Project design, construction, and signals and signing costs are funded with 80% federal funding up to a maximum of \$3,054,348 for all federally-funded project phases when the municipality agrees to provide the

remaining 20% and all funds in excess of the \$3,054,348 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2013. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2011-2014 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2545-03-01					
Design	\$680,000	\$544,000	80%*	\$136,000	20% + BAL
State Review	\$105,000	\$84,000	80%*	\$21,000	20% + BAL
ID 2545-03-71					
Participating Construction	\$2,560,383	\$2,048,306	80%*	\$512,077	20% + BAL
Non-Participating Construction	\$25,000	\$0	0%	\$25,000	100%
State Review	\$352,552	\$282,042	80%*	\$70,510	20% + BAL
ID 2545-03-91					
Signals and Signs	\$102,000	\$81,600	80%*	\$20,400	20% + BAL
State Review	\$18,000	\$14,400	80%*	\$3,600	20% + BAL
Total Est. Cost Distribution	\$3,842,935	\$3,054,348	N/A	\$788,587	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$3,054,348 for all federally-funded project phases, this percentage may change over the life of the project.

**If project costs exceed this estimate, this project agreement may be revised and additional City of Milwaukee STP-M entitlements may be used provided a positive 2011-2014 allocation balance is maintained.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

X _____
 Name Title Date

X _____
 Name Title Date

Signed for and in behalf of the State:

X _____
 Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2011-2014 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2011-2014 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2011-2014 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special

provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. The Municipality agrees to the following 2011-2014 Urbanized Area STP-Urban project funding conditions:
 - a. ID 2545-03-01: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d). This phase includes Plan Development, Management Consultant Review, and State

Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

b. ID 2545-03-71: Construction:

- i. Costs for West Hampton Avenue Construction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
- ii. Non-participating Costs for adjustment of water gate valves, services boxes and manholes, adjusting sanitary sewer manhole covers, placing new sanitary manhole covers, installing internal sanitary manhole seals, installing underground street lighting conduit and sidewalk replacement are funded 100% by the Municipality. Costs include construction delivery.
- iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).

c. ID 2545-03-91: Signals and Signing:

- i. Costs for West Hampton Avenue signals and signing are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
- ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).

d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$3,054,348**. This federal funding cap applies to all federally funded project phases.

e. If project costs exceed this estimate, this project agreement may be revised and additional City of Milwaukee STP-M entitlements may be used provided a positive 2011-2014 allocation balance is maintained.

[End of Document]



Legislation Details (With Text)

File #: 110898 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/2/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution granting a special privilege to Park Lafayette Property Holdings LLC to construct and maintain various items in the public right-of-way for the premises at 2000-2038 North Prospect Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Petition, Map, Photos, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/2/2011	0	COMMON COUNCIL	ASSIGNED TO		
11/3/2011	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/4/2012	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
110898
Version
SUBSTITUTE 1
Reference
070959
Sponsor
THE CHAIR
Title

Substitute resolution granting a special privilege to Park Lafayette Property Holdings LLC to construct and maintain various items in the public right-of-way for the premises at 2000-2038 North Prospect Avenue, in the 3rd Aldermanic District.

Analysis

This resolution grants a special privilege to Park Lafayette Property Holdings LLC to construct and maintain a private storm water discharge manhole, a concrete platform, six private light fixtures, four moveable planters, two security phones, and two banner signs in the public right-of-way for the premises at 2000-2038 North Prospect Avenue.

Body

Whereas, Renaissance Lafayette LLC requested permission to construct and maintain a storm water discharge metering manhole for the subject premises, which could not be constructed on private property due to a construction error; and

Whereas, A site visit revealed the presence of a concrete platform, moveable planters, light fixtures, flag signs, and security phones in the public right-of-way; and

Whereas, Park Lafayette Property Holdings LLC became owner of the property after the original owner suffered financial difficulties; 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 Park Lafayette Property Holdings LLC, 1918 East Lafayette Place, Milwaukee, WI 53202 is hereby granted the following special privileges:

1. To construct and maintain a 4-foot diameter storm water discharge metering manhole in the north, 15-foot wide sidewalk area of East Lafayette Place. Said manhole is centered approximately 92 feet east of the eastline of North Prospect Avenue and 2 feet south of the northline of East Lafayette Place. The manhole structure is topped by a 2-foot 9-inch diameter cover, which is buried under landscape mulch.
2. To construct and maintain a concrete platform projecting 4 feet 11 inches into the east, 18-foot wide sidewalk area of North Prospect Avenue. Said 6-inch tall platform commences at a point approximately 255 feet north of the northline of East Lafayette Place and extends 21 feet to the south.
3. To install and maintain six private light fixtures within at-grade planting beds located between the sidewalk and the property line. Four of said light fixtures are located in the 18-foot wide, east sidewalk area of North Prospect Avenue and two are located in the 15-foot wide, north sidewalk area of North Lafayette Place. Said light fixtures are 6 inches tall and 8 inches in diameter.
4. To install and maintain two, 5-foot tall and 11-inch wide security telephone stations. The first security phone projects 7 inches into the north, 15-foot wide sidewalk area of East Lafayette Place and is centered approximately 220 feet east of the eastline of North Prospect Avenue. The second phone projects 11 inches into the east, 18-foot wide sidewalk area of East Prospect Avenue and is centered approximately 195 feet north of the northline of East Lafayette Place.
5. To install and maintain four, 3-foot diameter moveable planters in the public way. Two of said planters are centered about each building entrance with one entrance located on North Prospect Avenue and the second located on East Lafayette Place.
6. To install and maintain two banner signs centered about the building entrance on East Lafayette Place. The signs are attached to PVC poles that are set into 2-foot square metal bases. The signs, poles and sign bases can be removed from or relocated within the public right-of-way.

Said 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, Park Lafayette Property Holdings 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 \$852.87. 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 or removal for such purposes.

5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.

6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of 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:cm

April 25, 2012

110898

April 25, 2012

To the Public Works Committee

Subject: Common Council Resolution File Number 110898

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 110898, being a resolution to grant a special privilege to Park Lafayette Property Holdings LLC to construct and maintain various items in the public right-of-way for the premises at 2000-2038 North Prospect Avenue.

Renaissant Lafayette LLC requested permission to construct and maintain a storm water discharge metering manhole for the subject premises, which could not be constructed on private property due to a construction error. Park Lafayette Property Holdings LLC took ownership of the property after the property was foreclosed upon. A field visit revealed the presence of a concrete platform, six private light fixtures, two banner signs, four moveable planters and two security telephones in the public right-of-way adjacent to the subject premises. All of said items are located between the paved public sidewalk and the property line and do not interfere with the main public 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

Ghassan Korban
Commissioner of Public Works

Art Dahlberg
Commissioner
Department of Neighborhood Services

MDL:cm
Attachment

c: Alderman Nik Kovac



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (8/10)

SP 2568

- 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 # 2360 (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 Park Lafayette Property Holdings LLC
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 200-2038 N Prospect Ave, 53202
(Street Address and Zip Code)

in the 3rd Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Amend a special privilege (CCF 070959) for change of ownership for a storm water metering manhole, concrete platform, and private lighting fixtures

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): Laura Kleczkowski, as Agent for Owner (Mandel Property Services, Inc.)
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: Laura Kleczkowski, Agent for Owner
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Park Lafayette Property Holdings LLC
(If applicable, as shown above)

Mailing Address (If different than property address above): 1918 E. Lafayette Place

(OVER)

City: Milwaukee State: WI Zip: 53202

Telephone: 414-3270-2747 E-Mail: IKleczkowski@mandelgroup.com

Architect/Engineer/Contractor (If Applicable) N/A

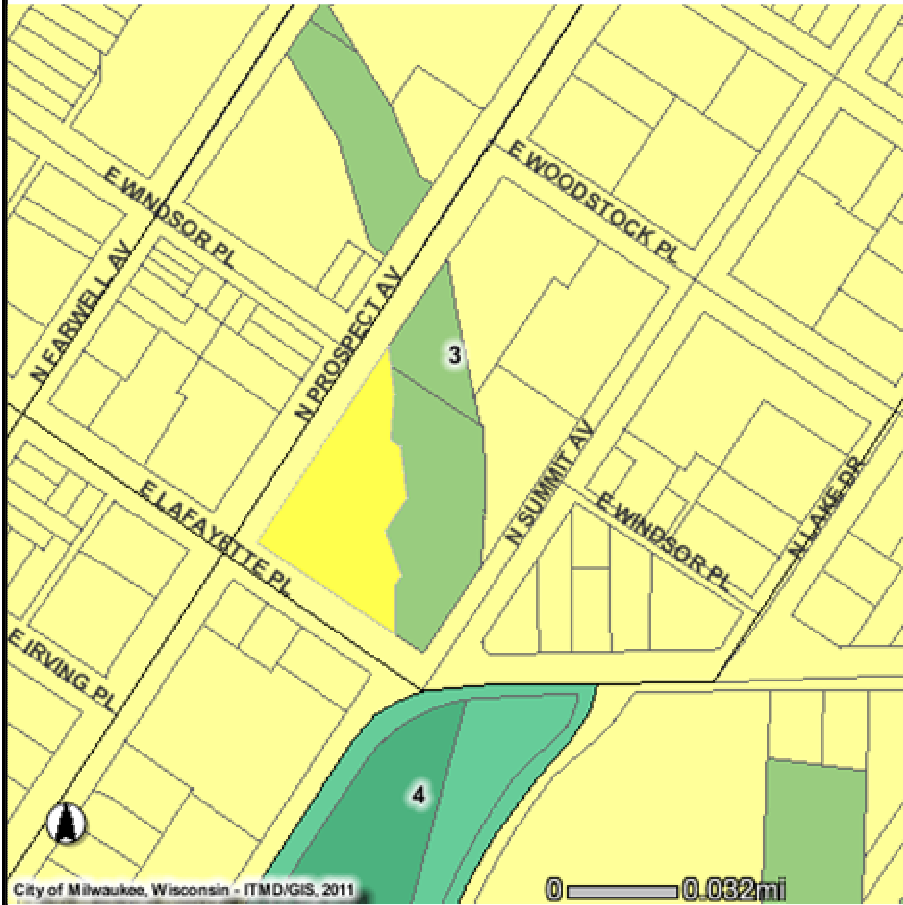
Name: _____

Address: _____












City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

2000-38 North Prospect Avenue



Legend

-  Selected Features
-  Major Streets
-  Streets
-  Parcels (Outline)
-  Waterways
-  Parks and Parkways
-  Aldermanic Districts
- 
- 
-  Parcels
-  City Limits

City of Milwaukee, Wisconsin - ITMD/GIS, 2011

0 0.032mi



CCF 110898

2000-38 N Prospect Ave

4-18-2012

Looking south towards Lafayette Place at the east sidewalk area of Prospect Avenue, more specifically, at the concrete platform in the public way.



CCF 110898

2000-38 N Prospect Ave

4-18-2012

Looking south towards Lafayette Place at the east sidewalk area of Prospect Avenue, more specifically, at the concrete platform in the public way.



CCF 110898

2000-38 N Prospect Ave

4-18-2012

Looking northeasterly at moveable planters and security telephone in the east sidewalk area of Prospect Avenue.



CCF 110898

2000-38 N Prospect Ave

4-18-2012

Looking northwesterly across Lafayette Place at the banner signs, moveable planters and security phone in the north sidewalk area of East Lafayette Place.



CCF 110898

2000-38 N Prospect Ave

4-18-2012

Looking west towards Prospect Avenue at the north sidewalk area of Lafayette Place, more specifically, at the moveable planters, banner sign and security telephone in the public way.

