



City of Milwaukee

City Hall
200 East Wells Street
Milwaukee, WI 53202

Meeting Agenda PUBLIC WORKS COMMITTEE

ALD. ROBERT BAUMAN, CHAIR
Ald. Joseph Dudzik, Vice-Chair
Ald. Willie Wade, Ald. Robert Donovan, and Ald. Robert Puente

Staff Assistant, Terry MacDonald, 286-2233
Fax: (414) 286-3456, E-mail: tmacdo@milwaukee.gov

Wednesday, September 30, 2009

9:00 AM

Room 301-B, City Hall

1. [090528](#) Resolution approving an amendment to the lease agreement with the North American Salt Company.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
 [Fiscal Note](#)
 [Amendment to Lease Agreement](#)
 [Fiscal Analysis](#)
 [Hearing Notice List](#)

2. [090351](#) Substitute resolution approving Amendment to and Extension of Lease Agreement with Jacobus Energy, Inc.
Sponsors: Ald. Bauman
Attachments: [Fiscal Note](#)
 [Letter from Eric Reinelt](#)
 [Amendment](#)
 [Hearing Notice List](#)

3. [090741](#) Resolution authorizing the transfer of Port of Milwaukee capital authority to an account for the purchase of a used crane.
Sponsors: Ald. Bauman and Ald. Murphy
Attachments: [Hearing Notice List](#)

4. [090595](#) A substitute ordinance relating to amending planting standards in certain portions of the public right-of-way.
Sponsors: Ald. Kovac and Ald. Witkowski
Attachments: [Hearing Notice List](#)

5. [090279](#) A substitute ordinance relating to purchase of city vehicles.
Sponsors: Ald. Zielinski and Ald. Kovac

Attachments: [Fiscal note](#)
[Hearing Notice List](#)
[Proposed Substitute B](#)
[Hearing Notice List](#)

May be referred to the Finance & Personnel Committee

6. [090471](#) Substitute resolution directing the Department of Public Works to evaluate and report on the feasibility of solar trash and recycling bins for placement in locations throughout the City.
- Sponsors:** Ald. Zielinski
- Attachments:** [Fiscal note](#)
[Hearing Notice List](#)
7. [071178](#) Substitute resolution to vacate a portion of the south side of West Keefe Avenue between North Dr. Martin Luther King Jr. Drive and North Port Washington Road and to authorize subsequent conveyance to Shiloh Tabernacle UHCA Church, in the 6th Aldermanic District.
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note.doc](#)
[Land Disposition Report.pdf](#)
[Exhibit A.pdf](#)
[City Plan Commission Letter.doc](#)
[Hearing Notice List](#)
8. [090626](#) Resolution amending File #080241 and granting easements to AT&T - Wisconsin Corporation on City of Milwaukee-owned property at 5701 West McKinley Avenue, and authorizing the proper City officers to execute the easement document.
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note](#)
[Easements](#)
[Hearing Notice List](#)
9. [090119](#) An ordinance granting a subterranean space lease to Pfister, LLC for an existing underground vault located in part of the public alley at 424 E. Wisconsin Avenue in the 4th Aldermanic District.
- Sponsors:** THE CHAIR
- Attachments:** [Lease Application](#)
[Subterranean Space Committee Letter 8/27/09](#)
[Lease](#)
[Fiscal Note](#)
[City Plan Commission Letter.doc](#)
[Hearing Notice List](#)
10. [030896](#) A substitute ordinance granting an airspace lease to MillerCoors, LLC for a pipe bridge

over a portion of North 41st Street approximately 262 feet south of West State Street in the City of Milwaukee, replacing and superseding existing Special Privilege No. 1242 (Common Council File No. 871112).

Sponsors: THE CHAIR

Attachments: [Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.doc](#)

[Air Space Lease Petition.PDF](#)

[Drawing.PDF](#)

[Site Plan.PDF](#)

[Letter to DCD.PDF](#)

[Lease](#)

[Fiscal Note](#)

[Hearing Notice List](#)

11. [090234](#) A substitute ordinance granting an airspace space lease to MillerCoors, LLC to occupy and maintain an existing steel truss system supporting two steam lines over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 113 (Common Council File No. 811295).

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)

[Air Space Lease Petition and Drawings](#)

[Copy of File Number 811295](#)

[Air & Subterranean Space Leases Miller Coors Ltr 8.26.09.doc](#)

[Lease](#)

[Fiscal Note](#)

[City Plan Commission Letter.doc](#)

[Hearing Notice List](#)

12. [090463](#) A substitute ordinance granting a subterranean space lease to MillerCoors LLC to occupy and maintain an existing underground tunnel across North 41st Street in the vicinity of 857 N. 41st Street in the 15th Aldermanic District of the City of Milwaukee, replacing and superseding existing Special Privilege No. 427 (Common Council File No. 503586).

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)

[Subterranean Space Lease and Drawings](#)

[Copy of File Number 50-3586](#)

[Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.doc](#)

[Lease](#)

[Fiscal note](#)

[City Plan Commission Letter.doc](#)

[Hearing Notice List](#)

13. [090464](#) A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel across and beneath West State

Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 369 (Common Council File No. 503587).

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)

[Subterranean Space Lease and Drawings](#)

[Copy of File Number 50-3587](#)

[Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.doc
Lease](#)

[Fiscal Note](#)

[City Plan Commission Letter.doc](#)

[Hearing Notice List](#)

14. [090466](#) A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel, across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 428 (Common Council File No. 481496).

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)

[Subterranean Space Lease and Drawings](#)

[Copy of File Number 48-1496](#)

[Air & Subterranean Space Leases Space MillerCoors Ltr 8.26.09.doc
Lease](#)

[Fiscal Note](#)

[City Plan Commission Letter.doc](#)

[Hearing Notice List](#)

15. [090479](#) A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 108 feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a).

Sponsors: THE CHAIR

Attachments: [Subterranean Lease petition](#)

[Email from Dept of Public Works re revised Subsurface easement exhibit](#)

[Revised Subsurface easement exhibit](#)

[Letter from Air and Subterranean Space Committee](#)

[Lease](#)

[Fiscal Note](#)

[City Plan Commission Letter.doc](#)

[Hearing Notice List](#)

16. [090480](#) Resolution approving the assignment to MillerCoors, LLC of an air space lease between the City of Milwaukee and Miller Brewing Company for a skywalk over West

State Street in the 15th Aldermanic District.

Sponsors: THE CHAIR

Attachments: [Assignment and Consent to Assignment](#)
[Exhibit A to Assignment \(1973 Airspace Lease\)](#)
[Fiscal Note](#)
[City Plan Commission Letter.doc](#)
[Hearing Notice List](#)

17. [090644](#) A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately six feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee.
- Sponsors:** THE CHAIR
- Attachments:** [Subterranean Lease Information from the Department of City Development](#)
[Letter from Air and Subterranean Space Committee](#)
[Lease](#)
[Fiscal Note](#)
[City Plan Commission Letter.doc](#)
[Hearing Notice List](#)
18. [090661](#) 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 \$27,000 for a total estimated cost of these projects being \$382,500.
- Sponsors:** THE CHAIR
- Attachments:** [Cover Letter](#)
[Fiscal note](#)
[Hearing Notice List](#)
19. [090662](#) Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$50,000 for a total estimated cost of these projects being \$1,250,000.
- Sponsors:** THE CHAIR
- Attachments:** [Cover Letter](#)
[Fiscal note](#)
[Hearing Notice List](#)
20. [090663](#) 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 \$50,000 for a total estimated cost of these projects being \$65,000.
- Sponsors:** THE CHAIR
- Attachments:** [Cover Letter](#)
[Fiscal note](#)
[Hearing Notice List](#)

21. [090743](#) Communication from the Department of Public Works relating to the 2010 Assessment Rates Report.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Hearing Notice List](#)
22. [090672](#) Resolution authorizing the City Engineer to accept various incentives and rebates, not to exceed \$191,849, provided through We Energies' Focus on Energy program for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Fiscal Note](#)
[Hearing Notice List](#)
23. [090673](#) Resolution approving additional funding for the engineering review of projects to be funded by the American Reinvestment and Recovery Act as non-assessable public improvements at various locations and appropriating funds for these purposes, with additional City engineering cost estimated to be \$134,000 for a total estimated cost of these projects being \$4,745,000.
Sponsors: THE CHAIR
Attachments: [Cover Letter](#)
[Fiscal Note](#)
[Comptroller's Certificate](#)
[Hearing Notice List](#)
24. [050552](#) Communication from the Commissioner of Public Works relating to the City Hall restoration.
Sponsors: THE CHAIR

Attachments: [9-1-05 Letter from Ald. Bauman to Commissioner of Public Works](#)
[3-8-06 Quarterly City Hall project Status Report](#)
[3-8-06 Public Works Powerpoint Presentation](#)
[6/28/06 Fiscal Analysis](#)
[6-28-06 Quarterly City Hall project status Report thru 3/31/06](#)
[6-28-06 Powerpoint presentation given by DPW...](#)
[10-31-06 Quarterly City Hall project status Report thru 7/31/06](#)
[10-31-06 Powerpoint Presentation](#)
[12-7-06 email from Max Cardillo](#)
[12/13/06 and 1/11/07 Letters from ALD. Bauman to the Commissioner of Public](#)
[1/26/07 Response from the Commissioner of Public to Ald. Bauman letter](#)
[1-26-07 Milw Journal Sentinel Article](#)
[2-14-07 Quarterly City Hall project status Report thru 10-31-06](#)
[2-14-07 PowerPoint Presentation](#)
[4/25/07 Quarterly City Hall project status Report thru January 31 2007](#)
[4-25-07 PowerPoint Presentation](#)
[7-18-07 Public Works Committee meeting Quarterly City Hall project status Rep](#)
[7-18-07 PowerPoint Presentation](#)
[10-10-07 Public Works Committee meeting - Quarterly City Hall Project status F](#)
[10-10-07 PowerPoint Presentation](#)
[1/23/08 Milwaukee City Hall Historic Bldg Rstoration Project Status Rpt thru Oct](#)
[1-23-08 PowerPoint Presentation](#)
[3-26-08 PowerPoint Presentation re contingency and additional work requested](#)
[5-7-08 Project Status Report thru January 31 2008](#)
[5-7-08 PowerPoint presentation](#)
[7-23-08 Project Status Report thru April 30 2008](#)
[7-16-08 10th Report CPW Presentation](#)
[Milwaukee City Hall Historic Bldg Restoration Project Status Report thru July 31](#)
[9-10-09 Final report](#)
[Hearing Notice List](#)

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

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

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

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

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



Legislation Details (With Text)

File #: 090528 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution approving an amendment to the lease agreement with the North American Salt Company.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, LEASES, PORT OF MILWAUKEE

Attachments: Cover Letter, Fiscal Note, Amendment to Lease Agreement, Fiscal Analysis, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/10/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090528

Version

Original

Reference

Sponsor

The Chair

Title

Resolution approving an amendment to the lease agreement with the North American Salt Company.

...Analysis

This resolution would approve Amendment to Lease Agreement with North American Salt Company for approximately 2 acres of bare ground located on the Port's South Harbor Tract.

BODY

Whereas, The City and the Tenant have entered into a Lease Agreement on October 3, 2005 for the lease of seven (7) parcels of real property totaling approximately 10.214 acres and a building located on the Port's South Harbor Tract in the City of Milwaukee; and

Whereas, The Lease is amended to include 2.313 acres of bare ground located at the southwest corner of the intersection of E. Bay Street and S. Lincoln Memorial Drive. Said bare ground will be added to the Lease Agreement as "Parcel 8," thus constituting a Parcel and a portion of the Property; and

Whereas, The initial term will begin October 1, 2009 and end on March 31, 2025 with an automatic extension for two successive periods of five (5) years; and

Whereas, The Board of Harbor Commissioners at their meeting of August 13, 2009 acted by vote of the Board to grant such Amendment to Lease Agreement; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said Common Council hereby ratifies and approves the Amendment to Lease Agreement between North American Salt Company and the City of Milwaukee, by and through its Board of Harbor Commissioners for the period of October 1, 2009 through March 31, 2025; and, be it

Further Resolved, That the designated officers of said government and of said Board of Harbor Commissioners are hereby authorized and directed to execute an agreement to carry out this purpose, as prepared by the City Attorney's office.

Drafter:

Port of Milwaukee

ECR

8/24/09

i:naslseamendp8ccres.doc

August 24, 2009

Ref: NAS/Lease

To The Honorable
The Common Council
City of Milwaukee

Dear Council Members:

The Port of Milwaukee is requesting approval of Amendment to Lease Agreement with North American Salt Company which will add approximately 2 acres of bare ground at the Port's South Harbor Tract to their lease dated April 1, 2005 and terminating March 31, 2025.

At its meeting of August 13, 2009, the Board of Harbor Commissioners approved the Amendment to Lease Agreement and authorized Port staff to notify the Common Council. We therefore, respectfully request that your Honorable Body approve this Amendment to Lease Agreement and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT
Municipal Port Director

ECR/dcl

mw/i:NASlseamendP8ccltr.doc

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** August 24, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Approve Amendment to Lease Agreement with North American Salt Company for approximately 2 acres

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

C) **CHECK ONE:**

ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.

NOT APPLICABLE/NO FISCAL IMPACT.

D) **CHARGE TO:**

<input type="checkbox"/> DEPARTMENT ACCOUNT (DA)	<input type="checkbox"/> CONTINGENT FUND (CF)
<input type="checkbox"/> CAPITAL PROJECTS FUND (CPF)	<input type="checkbox"/> SPECIAL PURPOSE ACCOUNTS (SPA)
<input type="checkbox"/> PERM. IMPROVEMENT FUNDS (PIF)	<input type="checkbox"/> GRANT & AID ACCOUNTS (G & AA)
<input type="checkbox"/> OTHER (SPECIFY)	

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

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	\$39,321 rent, \$11,250 w harfaae, \$2,000 dockaae
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Total annual revenue: \$52,571
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

N/A

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

Annual rent is set in the Lease Amendment

Wharfage at \$.45/ton for estimated 25,000 tons/year

Dockage estimated at \$1,000 for 2 ships per year

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

AMENDMENT TO LEASE AGREEMENT

Between

NORTH AMERICAN SALT COMPANY

And the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

Parcel 8 consisting of approximately 2.3 acres is to be added to the existing 7 parcels for Lease dated October 3, 2005.

Term: October 1, 2009 through March 31, 2025

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (hereinafter referred to as the "Amendment"), is made and entered into at Milwaukee, Wisconsin as of this ____ day of _____, 20__ by and between NORTH AMERICAN SALT COMPANY, a Delaware corporation and a Compass Minerals company (hereinafter referred to as the "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

WITNESSETH

WHEREAS the City and the Tenant have entered into a Lease Agreement (hereinafter referred to as the "Lease Agreement") for the lease of seven (7) parcels of real property totaling approximately 10.214 acres and a building located on the Port's South Harbor Tract in the City of Milwaukee, executed by Tenant on October 3, 2005; and

WHEREAS neither the Tenant nor the City has at any time elected to terminate the Lease Agreement and consequently, the Lease Agreement has continued to be, and remains, in full force and effect; and

WHEREAS the City and the Tenant have agreed to amend the terms of the Lease Agreement as further specified in this Amendment of the Lease Agreement.

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

1. Purpose of Amendment. Permitted Use; Improvements. City hereby leases, demises, and lets unto Tenant the real property comprised of one parcel of bare ground as more particularly described in Section 2 below ("Parcel 8"). The "Permitted Use" for Parcel 8 is the receiving, handling, storage, processing and delivery of rock salt and a low temperature deicing agent to be blended with the rock salt, including tarping and loading/unloading trucks. Tenant may construct an asphalt pad over the entire Parcel 8 or a portion thereof and erect a fabric building of approximately 20,000 square feet in which Tenant will conduct its Permitted Use operations. All such improvements shall be the sole property of Tenant. Other operations may be performed and other improvements may be constructed with the written consent of the Port Director.

2. Property. The Lease is hereby amended to include approximately 2.313 acres of bare ground located at the southwest corner of the intersection of E. Bay Street and S. Lincoln Memorial Drive in Milwaukee, Wisconsin. Said real property is hereby added to the Lease Agreement as "Parcel 8," thus constituting a Parcel and a portion of the Property (all capitalized terms used herein but not defined shall have the meanings given them in the Lease Agreement). A diagram depicting the location of Parcel 8 is affixed hereto as Exhibit A and is incorporated into this Amendment by reference. Parcel 8 is subject to certain load limitations set forth on the attached Exhibit A.

Tenant warrants that Parcel 8 in its present condition is suitable for Tenant's intended use. Tenant's occupancy of the Property is subject to the easements and restrictions of record as shown on the depiction of Parcel in Exhibit A attached hereto. City represents and warrants that should additional easements and restrictions be placed upon the Property, City will provide Tenant with advance notice thereof.

3. Term. The term of this Amendment in reference to Parcel 8 shall be as follows, subject to Tenant's right to terminate the Lease Agreement as provided in the Lease Agreement or in this Amendment:

A) Initial Term. An initial term beginning October 1, 2009 commencing at 12:00 A.M. and ending at 11:59 P.M. on March 31, 2025 (the "Initial Term").

B) Extension of Term. The term of this Amendment shall be extended automatically for two successive periods of five (5) years each unless Tenant or City delivers written notice to the other of the termination of this Amendment at least 360 days prior to the expiration of the Initial Term, or in the case of the second period, at least 360 days prior to the expiration of the first successive period. If this Amendment extends beyond the Initial Term, the terms and provisions of the Lease Agreement shall automatically extend with respect to Parcel 8.

C) No Early Termination. Notwithstanding anything to the contrary contained in the Lease Agreement, City may not exercise its right to terminate the Lease Agreement with respect to Parcel 8 on any Early Termination Dates (as such term is defined in the Lease Agreement) or otherwise as contemplated by Section 2 of the Lease Agreement.

4. Rent.

A) Tenant shall pay, as base rental, for Parcel 8 a rental rate of \$17,000 per acre per annum, for a total sum of \$39,321 per annum (\$3,276.75 per month). Rent shall commence on October 1, 2009.

B) Rent for Parcel 8 shall be subject to the escalation provisions of Section 3. Rent of the Lease Agreement, except that such rent shall not be subject to escalation until April 1, 2015 and each fifth anniversary thereafter.

5. Permits. Tenant may terminate this Amendment on or before Jun 1, 2010 upon sixty (60) days advance written notice to the City if Tenant does not receive all construction permits and approvals it requests from time to time from any state, federal or local departments or agencies having jurisdiction for purposes of operating Parcel 8 in accordance with its Permitted Use.

6. Termination and Vacation. Except as provided below, Tenant shall vacate Parcel 8 in accordance with the terms and conditions of the Lease Agreement Section 9. Termination and Vacation with the land being returned to the City in essentially the same condition in which it was received, free and clear of all Tenant's improvements; provided, however, at City's sole election in lieu of removal, such improvements or portions of them may be turned over to the City in an "as is" condition without any warranty whatsoever, Tenant shall remove all improvements within 30 days following its receipt of the City's notice that the City desires that Tenant remove such improvements.

7. Condemnation. In the event that the Federal or State government condemns all or part of the property subject to the Lease Agreement (i.e. Parcels 1 through 8), the Tenant may terminate the Lease Agreement with respect to those Parcels upon Ninety (90) days advance written notice to the City subject to total or partial condemnation. In that event, rent (including escalations) shall cease with respect to those Parcel(s) no longer subject to the Lease Agreement.

8. Parcel 8 Amendment. With the exception of Sections 7 and 11 hereof (which shall apply to the Lease Agreement as a whole), this Amendment shall apply only to Parcel 8 and it shall not apply to Parcels 1 through 7 as they are identified in the Lease Agreement.

9. Ratification. Except as otherwise expressly provided for in this Amendment, all other terms and conditions of the Lease Agreement shall remain unchanged and continue in full force and effect and apply to Parcel 8.

10. Approval. IT IS FURTHER AGREED AND UNDERSTOOD that this Amendment must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized. If the City does not obtain approval before October 1, 2009, then Tenant shall have the right to terminate this Amendment upon notice to the City.

11. Notice. The address for notices to Tenant pursuant to Section 28 of the Lease Agreement is hereby amended to read:

NORTH AMERICAN SALT COMPANY
9900 West 109th Street, Ste, 600
Overland Park, KS 66210
ATTN: Director of Logistics - Highway

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

In the Presence of:

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

NORTH AMERICAN SALT COMPANY

By: _____
Print Name: _____
Title: _____

**STATE OF KANSAS
JOHNSON COUNTY**

Personally came before me this ____ day of _____, 20____, Michael E. Ducey, the President, of North American Salt Company., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

PLEASE NOTE: TENANT MUST COMPLETE THE FOLLOWING:

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

CERTIFICATE RE: CORPORATION

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

above TENANT named herein; that _____, who executed this
(print signator of tenant)

Lease on behalf of the TENANT was then _____ of said
(official capacity of signator)

corporation, and in said capacity, duly signed said Lease for and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____ 20 ____
(location)

(signature)

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

Assistant City Attorney

i:naslseamendp8.doc

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

PUBLIC WORKS COMMITTEE

SEPTEMBER 10, 2009

Item 4, File #090528

File Number 090528 is a resolution approving an amendment to the City of Milwaukee's lease agreement with North American Salt Company. for real property located on the South Harbor Tract of the Port of Milwaukee.

Background

1. On October 3, 2005, North American Salt Company ("NASC") and the City of Milwaukee entered into a Lease Agreement under which NASC leases 7 parcels totaling 10.2 acres, and including one building, located on the Port of Milwaukee's South Harbor Tract.
2. NASC uses the leased property to load, unload and store road salt.
3. NASC desires additional space to store a new salt product that is capable of melting ice at lower temperatures than conventional road salt. The Port of Milwaukee has available for lease a 2.3-acre bare-ground parcel in close proximity to NASC's existing parcels.

Discussion

1. This resolution approves an amendment to the existing North American Salt Company's existing lease agreement with the City of Milwaukee for land on the Port of Milwaukee's South Harbor Tract. The amendment would add an 8th, 2.3-acre parcel to the lands leased by NASC from the City.
2. The Board of Harbor Commissioners recommended approval of this amendment at its meeting of August 13, 2009.
3. The 2.3-acre parcel has not been used in approximately 15 years.
4. The amendment to the lease agreement states that the tenant's permitted use of this property is "the receiving, handling, storage, processing and delivery of rock salt and a low-temperature deicing agent to be blended with the rock salt, including tarping and loading/unloading trucks." The amendment also allows NASC to install an asphalt pad over part or all of the parcel and to erect a fabric building of approximately 20,000 square feet for its operations.
5. The initial term of this lease amendment is October 1, 2009, through March 31, 2025. The lease document provides for automatic extension of the lease for 2 additional, successive 5-year periods.

Fiscal Impact

1. The amendment to lease agreement stipulates that NASC shall pay a base rent of \$17,000 per acre per year (for a total of \$39,321). This rental rate may be subject to escalation on April 1, 2015 and each 5th anniversary thereafter.
2. In addition to these rental revenues, the Port projects that NASC's use of the leased property will generate \$11,250 in wharfage revenues and \$2,000 in dockage revenues per year, for total annual revenues of \$52,571.
3. Since the Port of Milwaukee operates as a self-supporting "enterprise fund," these revenues are used to cover the Port's operating expenditures; when the Port's revenues exceed its expenditures, the surplus revenue is transferred to the City's General Fund.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
September 4, 2009

c: Eric Reinelt
Lawrence Sullivan
Hattie Billingsley
Marianne Walsh



Legislation Details (With Text)

File #: 090351 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 7/7/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:
Title: Substitute resolution approving Amendment to and Extension of Lease Agreement with Jacobus Energy, Inc.
Sponsors: ALD. BAUMAN
Indexes: AGREEMENTS, LEASES, PORT OF MILWAUKEE
Attachments: Fiscal Note, Letter from Eric Reinelt, Amendment, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/7/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/10/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number

090351

Version

Substitute

Reference

Jacobus Energy, Inc.

Sponsor

Ald. Bauman

Title:

Substitute resolution approving Amendment to and Extension of Lease Agreement with Jacobus Energy, Inc.

Analysis

This resolution would approve Amendment to and Extension of Lease Agreement with Jacobus Energy, Inc for a period of three (3) years for real property located on South Harbor Drive at the Port of Milwaukee commencing January 1, 2009 and terminating December 31, 2011.

Body:

Whereas, Jacobus Energy has been a long term tenant in good standing with the Port of Milwaukee; and

Whereas, the Tenant is returning to the City as bare ground approximately 5.4 acres of the original leasehold during 2009; and

Whereas, the Tenant has requested an additional lease extension for three (3) years for the remaining 4.6 acres that were originally within the coverage of the Lease Agreement; and

Whereas, the City and the Tenant have agreed to extend the term of the Lease Agreement as further specified in this Amendment to and Extension of Lease Agreement;

Therefore be it Resolved, by the Common Council of the City of Milwaukee that said Common Council hereby ratifies and approves the Lease Agreement with Jacobus Energy, Inc. with the City of Milwaukee, by and through its Board of Harbor Commissioners.

Requester

Port of Milwaukee

Drafter

Eric C. Reinelt

9/24/2009

i:jacobus3yext09ccres.doc

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

**PUBLIC WORKS COMMITTEE
SEPTEMBER 30, 2009
Item 2, File #090351**

File Number 090351 is a resolution approving an amendment and extension to the City of Milwaukee's lease agreement with Jacobus Energy, Inc., for real property located on South Harbor Drive at the Port of Milwaukee.

Background

1. The City and Jacobus Energy, Inc., entered into a lease agreement on October 3, 2001, for 10 acres of real property located at 1726 S. Harbor Drive on the Port of Milwaukee's South Harbor Tract. This lease expired on December 31, 2008.
2. Jacobus Energy now desires to return approximately 5.4 acres of this land to the City and to extend the lease for the other 4.6 acres for an additional 3 years.
3. Jacobus uses this property for the receipt, storage and shipment of petroleum products.

Discussion

1. This resolution approves an amendment to and extension of the lease agreement between Jacobus Energy, Inc., and the City for land located at 1726 S. Harbor Drive on the Port of Milwaukee's South Harbor Tract. Specifically, the amendment returns 5.4 acres of bare ground to the City and extends the lease for the remaining 4.6 acres for a period of 3 years (January 1, 2009 through December 31, 2011).
2. At the end of the 3-year lease extension, the lease will continue on a month-to-month basis and may be terminated by either party upon 30 days notice.
3. The Board of Harbor Commissioners recommended approval of this amendment at its meeting of April 9, 2009.

Fiscal Impact

1. The amendment to the lease agreement stipulates that rent for the property shall be \$8,500 per acre per year until such time as the tenant completes the removal of oil storage tanks and other improvements from the 5.4-acre parcel and returns it to the City as bare ground. At that time, the rent shall be increased to \$13,000 per year per acre, payable monthly in advance. On January 1, 2011, the annual rent shall be adjusted for inflation.
2. In addition to these rental revenues, the lease amendment provides for payment of throughput charges of \$0.30 per metric ton in 2009 and 2010 and \$0.35 per metric ton in 2011, with a minimum annual throughput of 10,000 tons.
3. This fiscal note for this file indicates that amended lease agreement will generate annual revenues of \$59,800 in land rent and \$3,000 in throughput charges. In 2008, revenues

from the existing lease for the entire 10-acre parcel included \$85,000 from land rent, \$12,500 in throughput charges and \$6,000 for rail track usage.

4. Since the Port of Milwaukee operates as a self-supporting “enterprise fund,” these revenues are used to cover the Port’s operating expenditures; when the Port’s revenues exceed its expenditures, the surplus revenue is transferred to the City’s General Fund.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
September 29, 2009

- c: Eric Reinelt
Lawrence Sullivan
Hattie Billingsley
Marianne Walsh

CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** September 24, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Approve Amendment to & Extension of Lease Agreement with Jacobus Energy, Inc. for 4.6 acres of property

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

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

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

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

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Land rent @ \$59,800 plus throughput @ \$3,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) **LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:**
 None

H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:**
 Land rent is set by lease terms at \$59,800/year; throughput is set at \$.30/ton with a 10,000 ton minimum.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 24, 2009

Ref: Jacobus/Lease 4.6 acres

To The Honorable
The Common Council
City of Milwaukee

Dear Council Members:

Jacobus Energy, Inc. is a long term tenant at the Port of Milwaukee. Jacobus has asked for a three-year extension to their 2001 lease under which they would return to the City approximately half of their 10-acre leasehold.

Port staff with the assistance of the City Attorney's Office has negotiated a lease extension and amendment document to include the return of 5.4 acres to the City, a rent increase on the remaining land, and environmental protection language for the City on the entire 10-acre leasehold.

This lease extension was approved by the Board of Harbor Commissioners at its meeting of April 9, 2009 and is therefore placed before your Honorable Body for its ratification of the Board's action.

We respectfully request that your Honorable Body approve this extended lease and authorize its execution by adopting the attached resolution.

Respectfully submitted,

ERIC C. REINELT
Municipal Port Director

ECR/dcl

i:jacobus3yrent09ccltr.doc

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

Between

JACOBUS ENERGY, INC.

and the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

For lease of 4.6 Acres of Property, located on the
South Harbor Tract at 1726 S. Harbor Drive

AMENDMENT TO AND EXTENSION OF LEASE AGREEMENT

This Amendment to and Extension of Lease Agreement (“Lease Extension”), made and entered into at Milwaukee, Wisconsin as of this ____ day of _____, 2009, by and between JACOBUS ENERGY, INC., a Wisconsin corporation (hereinafter referred to as the “Tenant”), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter referred to as the “City”),

W I T N E S S E T H

WHEREAS, the City and the Tenant have entered into a Lease Agreement dated October 3, 2001, as amended by the Amendment to and Extension of Lease Agreement dated December 6, 2001 (hereinafter collectively referred to as the “Lease Agreement”) for the lease of approximately 10.0 acres of real property located on the Port’s South Harbor at 1726 S. Harbor Drive in the City of Milwaukee (and hereinafter referred to as the “Property”); and

WHEREAS, the Lease Agreement provides for a term of seven (7) years commencing on January 1, 2001, which was extended for one additional year with a final expiration date of December 31, 2008; and

WHEREAS, the Tenant is returning to the City as bare ground approximately 5.4 acres of the original leasehold during 2009 (the “5.4 Acre Parcel”); and

WHEREAS, the Tenant has requested an additional lease extension for three (3) years for the remaining 4.6 acres that were originally within the coverage of the Lease Agreement (the “4.6 Acre Parcel”); and

WHEREAS, the City and the Tenant have agreed to extend the term of the Lease Agreement as further specified in this Amendment to and Extension of Lease Agreement;

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

1. Term. The term of this Lease Extension shall be extended from January 1, 2009 commencing at 12:00 a.m. and terminating at 11:59 p.m. on December 31, 2011. Thereafter, the term of this Lease Extension will continue on a month-to-month basis, which may be terminated by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing, upon providing the City with 90 days advance written notice, the Tenant may terminate this Lease Extension prior to December 31, 2011

without liability to the City for payment of rent for the remainder of the Lease Extension in the event that the Tank Lease between the Tenant and Safety-Kleen Systems, Inc. is terminated.

2. Rent.

(A) Rent for the Property is set in the Lease Agreement at \$8,500 per acre per year. This rental rate will continue until such time when the Tenant completes its removal of oil storage tanks and other improvements, and returns the 5.4 Acre Parcel to the City as bare ground.

Annual rent for the 4.6 Acre Parcel under this Lease Extension shall thereupon be increased to Thirteen Thousand Dollars (\$13,000) per acre, payable monthly in advance.

(B) On January 1, 2011, the annual rent for the 4.6 Acre Parcel shall be adjusted to the amount determined by applying the percentage increase if any, in the "All Commodities" line (Code 2500) of the "Producer Price Indexes" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) during the previous 12-month rental period, to the annual rent payable during the previous 12-month period of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rent during the preceding year.

(C) Throughput in lieu of Wharfage. In addition to the foregoing Rent, the Tenant shall also pay the City throughput charges during the term of this Lease for cargo, product, or ingredients shipped from the property by vessels, barges, rail cars, trucks or other conveyances as specified in the following schedule:

Throughput Charge	
<u>Calendar Year</u>	<u>per Metric Ton</u>
2009	\$.30
2010	\$.30
2011	\$.35

The Tenant agrees to a minimum annual throughput revenue equal to 10,000 tons of actual receipts of petroleum products.

3. Rail Track Usage. Section 4.C of the Lease Agreement shall be amended as follows:

C. The Tenant, as track rental for such trackage, shall pay the City the sum of Five Hundred Dollars (\$500) per month, payable quarterly in arrears, which amount shall be prorated based upon the Tenants actual use of such trackage during such quarters.

The Tenant will provide the Harbor Master with a 14-day advance notice of its intention to use rail tracks.

4. Insurance. Section 14 of the Lease Agreement shall be amended as follows:

(A) The Tenant shall maintain Commercial General Liability and Excess Liability coverage as defined in Section 14 of the Lease Agreement in the amount no less than \$2,000,000 per occurrence; \$10,000,000 in the aggregate. A Certificate of Insurance evidencing this coverage shall be provided annually to the Lessor during the term of this Lease Extension. Such Certificate of Insurance shall show the address of the 4.6 Acre Parcel and include Additional Insured status for the Board of Harbor Commissioners and the City of Milwaukee.

(B) The Tenant and the City acknowledge that a Phase II assessment has been performed upon the entire Property, including the 5.4 Acre Parcel and the 4.6 Acre Parcel. The City retains the right to further test the 4.6 Acre Parcel during the term of this Lease Extension and within one hundred eighty (180) days following the date of its expiration or other termination. The Phase II assessment of the Property has been performed by an environmental consultant approved by both the City and the Tenant for the environmental testing of the Property, i.e. both the 5.4 Acre Parcel and the 4.6 Acre Parcel. The testing has not been limited as to any product. The test results shall be reported in a Phase II environmental site assessment report to be prepared by the environmental consultant conducting the testing, which will serve as a baseline environmental survey for present and future users of the Property. The cost of the testing and preparation of the Phase II environmental assessment report will be shared between the City and the Tenant in accordance with the following ratio: 35% Port, 25% DCD, and 40% (to a maximum of \$16,000) Tenant. Any cleanup of either the 5.4 Acre Parcel or the 4.6 Acre Parcel, that is indicated by the results of the environmental testing will be determined and conducted in accordance with the terms of the Lease Agreement.

(C) The Tenant shall maintain Environmental Impairment Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate upon the 5.4 Acre Parcel and the 4.6 Acre Parcel as set forth below.

(1) The Tenant shall maintain environmental insurance coverage upon the 5.4 Acre Parcel throughout the period of any environmental remediation deemed necessary due to the Phase II assessment of the Property already performed and until such time as the Wisconsin Department of Natural Resources (“WDNR”) issues a “no further action” letter for that parcel. If the WDNR issues a partial closure letter for said parcel, the City and the Tenant shall meet and confer in good faith with respect to any obligation on the Tenant’s part to maintain environmental insurance thereon and shall endeavor to reach an equitable adjustment.

- (2) Regardless of the results of the environmental testing, Environmental Liability (EIL) coverage must be continued upon the 4.6 Acre Parcel throughout the term of this Lease Extension. EIL coverage must also be continued for four years thereafter, or through out the period of any environmental remediation deemed necessary due to Phase II assessment of the Property, referenced in this section, whichever is longer, until such time as the Wisconsin Department of Natural Resources (WDNR) issues a “no further action letter” for the parcel.
- (3) A Certificate of Insurance showing respective addresses of the 4.6 Acre Parcel and of the 5.4 Acre Parcel must be provided during the respective periods for which EIL coverage must be maintained for each parcel as specified in this section. Such Certificate of Insurance shall show the address of each parcel and include Additional Insured status for the Board of Harbor Commissioners and the City of Milwaukee.

5. Continuation of Lease Agreement. Except as otherwise provided for in this Lease Extension, all other terms and conditions of the Lease Agreement shall remain unchanged and continue in full force and effect.

6. Approval. It is further agreed and understood that this Lease Extension must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

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

In the Presence of:

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

In the Presence of:

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

In the Presence of:

JACOBUS ENERGY, INC.

Eugene T. Jacobus, President

Fred Regenfuss, Executive Vice President

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ___ day of _____, 20____, Eugene T. Jacobus, the President, and Fred Regenfuss, the Executive Vice President, of JACOBUS ENERGY, INC., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

PLEASE NOTE: TENANT MUST COMPLETE THE FOLLOWING:
(Note: Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ of the
(print name) (print title)
above TENANT named herein; that _____, who executed this
(print signator of tenant)

Lease on behalf of the TENANT was then _____ of said
(official capacity of signator)

corporation, and in said capacity, duly signed said Lease for and on behalf of said corporation, being
duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board,
all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____ 20 ____
(location)

(signature)

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

Assistant City Attorney



Legislation Details (With Text)

File #: 090741 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/24/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the transfer of Port of Milwaukee capital authority to an account for the purchase of a used crane.

Sponsors: ALD. BAUMAN, ALD. MURPHY

Indexes: PORT OF MILWAUKEE

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/24/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090741

Version

ORIGINAL

Reference

Sponsor

ALD. BAUMAN AND MURPHY

Title

Resolution authorizing the transfer of Port of Milwaukee capital authority to an account for the purchase of a used crane.

Requestor

Drafter

Budget and Management Division

Ref: 2010:

September 22, 2010

FINANCE: cranepurchR



Legislation Details (With Text)

File #: 090595 **Version:** 1
Type: Ordinance **Status:** In Committee
File created: 9/1/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

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

Sponsors: ALD. KOVAC, ALD. WITKOWSKI

Indexes: LANDSCAPING, MEDIAN ISLANDS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/10/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/24/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
090595

Version
SUBSTITUTE 1

Reference
081573

081117

Sponsor
ALD. KOVAC AND WITKOWSKI

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

Sections
116-54-1 am
116-54-2 am
116-54-3 am

Analysis
This ordinance removes the requirement that plantings in the public right-of-way be 1 ½ feet from both the curb and sidewalk as long as plantings do not encroach in the path of pedestrians or block the vision of motorists. It changes the maximum height of plants from 2 feet to 3 feet. It also removes the restrictions that landscaping edging is limited to 1 ½ feet from both the curb and sidewalk and 6 inches in height.

Body

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

Part 1. Section 116-54-1 to 3 of the code is amended to read:

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

1. PLANTING OF FLOWERS. The planting of flowers in the public right-of-way is permitted ~~[[if the planting is 1½ feet from both the curb and the sidewalk]]~~ >>as long as it does not encroach in the path of pedestrians or block the vision of motorists<<.

2. REQUIREMENTS. Plants may not grow so as to obstruct or encroach upon the curb or sidewalk, block sight lines to the street, be higher than ~~[[2]]~~ >>3<< feet or potentially create a trip hazard on the sidewalk or roadway. The department of public works may issue additional planting guidelines.

3. LANDSCAPING EDGING. Decorative landscaping edging is permitted in the public right-of-way ~~[[if it is 1½ feet from both the curb and the sidewalk]]~~. It may not obstruct or encroach upon the curb or sidewalk, block sight lines to the street ~~[[, be higher than 6 inches]]~~ or potentially create a trip hazard on the sidewalk or roadway.

LRB
APPROVED AS TO FORM

Legislative Reference Bureau
Date: _____

Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

Requestor

Drafter

MET

9/24/09

LRB09369-2

..Number

090595

..Version

PROPOSED SUBSTITUTE A

..Reference

081573

081117

..Sponsor

ALD. KOVAC AND WITKOWSKI

..Title

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

..Sections

116-54-1 am

116-54-2 am

116-54-3 am

116-55 am

116-56 am

..Analysis

This ordinance removes the requirement that plantings in the public right-of-way be 1 ½ feet from both the curb and sidewalk as long as plantings do not encroach in the path of pedestrians or block the vision of motorists. It changes the maximum height of plants from 2 feet to 3 feet. It removes the restrictions that landscaping edging is limited to 1 ½ feet from both the curb and sidewalk and 6 inches in height. It also adds flower and other vegetation encroachment abatements to the special assessment for trimming.

The homeowner would have 30 days after notification to abate the encroachment. After that time the City would remove the encroaching vegetation and charge the costs to the parcel where that the encroachment is in front of.

..Body

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

Part 1. Section 116-54-1 to 3 of the code is amended to read:

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

1. PLANTING OF FLOWERS. The planting of flowers in the public right-of-way is permitted ~~[[if the planting is 1½ feet from both the curb and the sidewalk]]~~ >>as long as it does not encroach in the path of pedestrians or block the vision of motorists<<.

2. REQUIREMENTS. Plants may not grow so as to obstruct or encroach upon the curb or sidewalk, block sight lines to the street, be higher than ~~[[2]]~~ >>3<< feet or potentially create a trip hazard on the sidewalk or roadway. The department of public works may issue additional planting guidelines.

3. LANDSCAPING EDGING. Decorative landscaping edging is permitted in the public right-of-way ~~[[if it is 1 ½ feet from both the curb and the sidewalk]]~~. It may not obstruct or

encroach upon the curb or sidewalk, block sight lines to the street [~~be higher than 6 inches~~] or potentially create a trip hazard on the sidewalk or roadway.

Part 2. Section 116-55 of the code is amended to read:

116-55. Overhanging Branches >>and Vegetation<<.

1. INTERFERENCE WITH TRAFFIC OR STREET LIGHTS. Branches of trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< shall not be permitted to overhang streets, sidewalks and alleys at such a height as to interfere with vehicle or pedestrian traffic, or with the proper radiation of light from the Milwaukee municipal street lighting system. It shall be the duty of property owners to trim trees ~~[[and]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< to conform with this section upon due notice from the commissioner of public works.

2. INTERFERENCE WITH TRAFFIC CONTROL DEVICES. Branches of trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< shall not be permitted to overhang streets, sidewalks and alleys at such a height or in such a manner as to interfere with the visibility of official traffic control devices. Whenever trees or shrubs or the branches of trees or shrubs or other obstructions are found to block or interfere with the visibility of an official traffic control device, the provisions of s. 116-56 shall not apply. The commissioner of public works may take immediate action after he has received notification of such interference, to remove, trim or cause to have removed or trimmed the branches of such tree or shrub, >>flowers or other vegetation<< or to remove or to cause to have removed other obstructions irrespective of the ownership of the tree, shrub >>flowers, other vegetation<< or other obstruction.

Part 3. Section 116-56 of the code is amended to read:

116-56. Special Assessment for Trimming. In the event of the failure of the owner of any property or premises in front of or on which trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< grow with branches hanging over the sidewalk, streets or alleys, and with a level less than that provided under s. 116-55 to trim his >>or her<< trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< in conformity thereto for a period of not less than 30 days after being notified, then the commissioner of public works may cause the branches of such trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< to be trimmed, as provided for in s. 116-55 and charge the cost of such work against the lots, parts of lots or parcels of land on or in front of which such trees ~~[[øf]]~~ >>₁<< shrubs >>₁ flowers or other vegetation<< may grow, in the manner and following the procedures set forth in s. 11.28, city charter.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau
Date: _____

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

Office of the City Attorney

Date: _____

..Requestor

..Drafter

MET

9/29/09

LRB09369-3

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 09/30/09

FILE NUMBER: 090595

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance relating to amending planting standards in certain portions of the public right of way

B) SUBMITTED BY (Name/title/dept./ext.): David Sivyer, Forestry Services Manager x3729

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Seasonal Contract Code Enforcement Employee (3) wages and mileage reimbursement		\$38,400	*\$57,000	
	Vendor service contract for abatement		22,500		
TOTALS			\$60,900		

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

<input type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Annual Expenditures: \$60,900
<input type="checkbox"/> 1-3 YEARS	<input checked="" type="checkbox"/> 3-5 YEARS	Annual Revenue: \$57,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:
 Expenditures: 3 seasonal contract employees for 16 weeks including mileage reimbursement (\$800.00/week x 16 weeks x 3 = \$38,400). Contract cost for abating violations (\$75.00 x 300 violations = \$22,500). *Revenue based on existing encroachment special assessment (116-56) of \$50.00 special charge + \$140.00 standard abatement costs for 300 abatement actions annually (300 x \$190.00 = \$57,000).

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

Expenditures for code enforcement are based on actual experience for contract code enforcement employees hired through Manpower. Currently, Milwaukee City Code does not specifically provide for special assessments related to flowers encroaching in the right-of way. Revenue projections are based on sections 116-55 and 116-55 which relate to encroachment of trees and shrubs into alleys, sidewalks and streets, which includes a standard abatement cost of \$140.00 plus a \$50.00 special charge (administrative fee). The proposed substitute ordinance is projected to result in 1,000 complaints annually with 30% of violations requiring in code enforcement abatement action through a vendor service contract.



Legislation Details (With Text)

File #: 090279 **Version:** 2

Type: Resolution **Status:** In Committee

File created: 6/16/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance relating to purchase of city vehicles.

Sponsors: ALD. ZIELINSKI, ALD. KOVAC

Indexes: AUTOMOBILES, PURCHASING PROCEDURES, TRUCKS

Attachments: Fiscal note, Hearing Notice List, Proposed Substitute B, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/19/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
6/19/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
6/19/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
6/19/2009	1	CITY CLERK	DRAFT SUBMITTED		
6/24/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
7/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
7/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
7/15/2009	2	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	3:2
7/15/2009	1	PUBLIC WORKS COMMITTEE	SUBSTITUTED	Pass	5:0
7/15/2009	2	CITY CLERK	DRAFT SUBMITTED		
9/4/2009	2	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/10/2009	2	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/24/2009	3	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	3	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	3	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	3	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090279

Version

SUBSTITUTE 2

Reference**Sponsor**

ALD. ZIELINSKI AND KOVAC

Title

A substitute ordinance relating to purchase of city vehicles.

Sections

310-18.3 cr

Analysis

This ordinance requires that the city only purchase vehicles having at least 51% of the monetary value of the parts manufactured in the United States, and 51% of the vehicle assembled in the United States. The business operations division - procurement services section - department of administration shall be responsible for monitoring contracts for compliance with this section including the right to waive the requirement.

Body

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

Part 1. Section 310-18.3 of the code is created to read:

310-18.3. Purchase of American Made Vehicles.

1. DECLARATION OF POLICY. The United States federal government has a direct financial interest in preserving the American automobile industry, owning portions of some companies. There is also a lack of Americans purchasing cars made in the United States which is contributing to the collapse of the domestic auto industry and contributing to the decline in the health, safety and welfare of the nation. It is therefore a desirable goal of the city and the citizens of the United States to support the economic success of these companies.

2. DEFINITIONS.

a. "American made vehicle" means a vehicle having at least 51% of the monetary value of the parts manufactured in the United States, and 51% of the vehicle assembled in the United States.

b. "Parts" means an article, material or supply incorporated directly into a vehicle.

3. AMERICAN MADE VEHICLES. The city purchasing director and any other officer, agent, agency, committee, board or commission of the city, unless contrary to federal, state or local law or regulations, are directed to purchase only American made vehicles.

4. AFFIDAVITS. No contracts for items referenced in sub. 3 shall be entered into by contracting departments unless the lowest responsible bidders first submit to the purchasing director sworn reports or affidavits which include a statement by the bidder that the vehicles to be supplied are American Made Vehicles as defined in sub. 2-a.

5. MONITORING AND ENFORCEMENT. The business operations division - procurement services section - department of administration shall be responsible for monitoring contracts for compliance with this section.

6. WAIVER. The requirements of this section may be waived in writing by the purchasing director if any of the following are true:

a. All bidders to a contract are deemed ineligible under this section.

b. The contract is necessary in order to respond to an emergency which endangers the public health

and safety, and no contractor who complies with the requirements of this section is immediately capable of responding to the emergency.

c. It is impossible or impracticable to draw specifications satisfactorily to permit competitive bidding, items can be furnished from only one source, or items constitute a special adaptation for a special purpose, pursuant to s. 16-05-3 of the charter.

7. SANCTIONS. Any contractor engaged in a contract who has been found by the business operations division - department of administration to have submitted any false, misleading or fraudulent information or who has failed to comply with the provisions of this section may be subject to the sanctions referenced in s. 310-17-3-f.

LRB**APPROVED AS TO FORM**

Legislative Reference Bureau

Date: _____

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

Office of the City Attorney

Date: _____

Requestor**Drafter**

MET

7/14/09

LRB09267-3

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 9/4/09

FILE NUMBER: 090279

Substitute

SUBJECT: A substitute ordinance relating to purchase of city vehicles.

B) SUBMITTED BY (Name/title/dept./ext.): Rhonda U. Kelsey, City Purchasing Director, DOA-Business Operations Division

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

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

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

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

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

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
 Fiscal impact unknown at this time. Fiscal impact can only be determined during actual procurement.

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

..Number
090279
..Version
PROPOSED SUBSTITUTE
..Reference

..Sponsor
ALD. ZIELINSKI AND KOVAC

..Title
A substitute ordinance relating to purchase of city vehicles.

..Sections
310-18.3 cr

..Analysis
This ordinance requires that the city only purchase light duty vehicles having at least 51% of the monetary value of the parts manufactured in the United States, and 51% of the vehicle assembled in the United States, or in the case of public safety vehicles, 51% of the monetary value of the parts manufactured in the United States. The business operations division – procurement services section - department of administration shall be responsible for monitoring contracts for compliance with this section including the right to waive the requirement.

..Body

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

Part 1. Section 310-18.3 of the code is created to read:

310-18.3. Purchase of American Made Vehicles.

1. DECLARATION OF POLICY. The United States federal government has a direct financial interest in preserving the American automobile industry, owning portions of some companies. There is also a lack of Americans purchasing cars made in the United States which is contributing to the collapse of the domestic auto industry and contributing to the decline in the health, safety and welfare of the nation. It is therefore a desirable goal of the city and the citizens of the United States to support the economic success of these companies.

2. DEFINITIONS.

a. "American made vehicle" means a light duty vehicle having at least 51% of the monetary value of the parts manufactured in the United States, and 51% of the vehicle assembled in the United States, except in the case of a public safety vehicle, when an "American made vehicle" means a light duty vehicle having at least 51% of the monetary value of the parts manufactured in the United States.

b. "Parts" means an article, material or supply incorporated directly into a vehicle.

3. AMERICAN MADE VEHICLES. The city purchasing director and any other officer, agent, agency, committee, board or commission of the city, unless contrary to federal, state or local law or regulations, are directed to purchase only American made vehicles.

4. AFFIDAVITS. No contracts for items referenced in sub. 3 shall be entered into by contracting departments unless the lowest responsible bidders first submit to the

purchasing director sworn reports or affidavits which include a statement by the bidder that the vehicles to be supplied are American made vehicles as defined in sub. 2-a.

5. MONITORING AND ENFORCEMENT. The business operations division – procurement services section - department of administration shall be responsible for monitoring contracts for compliance with this section.

6. WAIVER. The requirements of this section may be waived in writing by the purchasing director if any of the following are true:

a. All bidders to a contract are deemed ineligible under this section.

b. The contract is necessary in order to respond to an emergency which endangers the public health and safety, and no contractor who complies with the requirements of this section is immediately capable of responding to the emergency.

c. It is impossible or impracticable to draw specifications satisfactorily to permit competitive bidding, items can be furnished from only one source, or items constitute a special adaptation for a special purpose, pursuant to s. 16-05-3 of the charter.

d. The purchasing director determines that it would be in the best interests of the city to procure the vehicles pursuant to a cooperative purchasing arrangement with the state or another governmental entity.

7. SANCTIONS. Any contractor engaged in a contract who has been found by the business operations division - department of administration to have submitted any false, misleading or fraudulent information or who has failed to comply with the provisions of this section may be subject to the sanctions referenced in s. 310-17-3-f.

Part 2. This ordinance takes effect 60 days after passage and publication of charter ordinance file number 090430.

..LRB

APPROVED AS TO FORM

Legislative Reference Bureau

Date:_____

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE

IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date:_____

..Requestor

..Drafter

MET

9/9/09

LRB09267-4



Legislation Details (With Text)

File #: 090471 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 7/28/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution directing the Department of Public Works to evaluate and report on the feasibility of solar trash and recycling bins for placement in locations throughout the City.

Sponsors: ALD. ZIELINSKI

Indexes: DEPARTMENT OF PUBLIC WORKS, ENERGY CONSERVATION, GARBAGE CARTS, REPORTS AND STUDIES

Attachments: Fiscal note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/1/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/4/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/4/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/4/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/10/2009	1	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
090471
Version
SUBSTITUTE 1
Reference

Sponsor
ALD. ZIELINSKI

Title
Substitute resolution directing the Department of Public Works to evaluate and report on the feasibility of solar trash and recycling bins for placement in locations throughout the City.

Analysis
Solar trash and recycling bins hold 4 to 5 times the material of a traditional litter baskets. These receptacles are also equipped with a signal that can alert staff when the receptacle is full, reducing the number of trips required to maintain the receptacles. This resolution directs the Department of Public Works to evaluate and report on the feasibility of solar trash and recycling bins for placement in locations throughout the City and possible funding sources.

Body
Whereas, Solar-powered trash compactors and recyclers have been shown to save energy costs and reduce greenhouse gas emissions related to trash pickup by 80 percent; and

Whereas, Solar-powered trash compactors and recyclers are currently being piloted by governments and other entities in 40 states and 20 other countries; and

Whereas, The installation of these receptacles in areas throughout the City that experience a large amount of pedestrian traffic will serve as an example of the City's dedication to energy efficiency, decreasing emissions and use of natural resources; and

Whereas, Several cities have successfully piloted the use of these receptacles and many have utilized available state and federal grants for their adoption; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is directed to study the benefits and costs of purchasing and installing solar powered trash compactors in locations throughout the City with heavy pedestrian usage; and, be it

Further Resolved, That the Department of Public Works will explore potential grant sources for the adoption of these receptacles and report their findings to the Common Council.

Requestor
Drafter
LRB09326-2
RTW
8/31/2009

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 09/02/2009

FILE NUMBER: 090471

Original Fiscal Note Substitute

SUBJECT: Substitute resolution directing the Department of Public Works to evaluate and report on the feasibility of solar trash and recycling bins for placement in locations throughout the City.

B) SUBMITTED BY (Name/title/dept./ext.): Wanda Booker, Sanitation Services Manager, DPW Operations, X2332

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

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

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

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

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

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 071178 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 12/11/2007 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution to vacate a portion of the south side of West Keefe Avenue between North Dr. Martin Luther King Jr. Drive and North Port Washington Road and to authorize subsequent conveyance to Shiloh Tabernacle UHCA Church, in the 6th Aldermanic District.

Sponsors: THE CHAIR

Indexes: STREET VACATIONS

Attachments: Fiscal Note.pdf, Land Disposition Report.pdf, Exhibit A.pdf, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/11/2007	0	COMMON COUNCIL	ASSIGNED TO		
12/13/2007	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/25/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
071178
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR

Title

Substitute resolution to vacate a portion of the south side of West Keefe Avenue between North Dr. Martin Luther King Jr. Drive and North Port Washington Road and to authorize subsequent conveyance to Shiloh Tabernacle UHCA Church, in the 6th Aldermanic District.
Analysis

This substitute resolution vacates the above portion of right-of-way 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, and directs conveyance of the property upon reversion to the City of Milwaukee. This vacation was requested by Shiloh Tabernacle UHCA Church to be combined with the property to the south for construction of up to 45 units of senior housing.

Body

Whereas, It is proposed that a portion of the south side of West Keefe Avenue between North Dr. Martin Luther King Jr. Drive and North Port Washington Road 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; and

Whereas, Upon vacation, the vacated right-of-way will revert to the ownership of the City of Milwaukee; and

Whereas, The vacated area adjoins property that the adjacent property owner, Shiloh Tabernacle UHCA Church, plans to develop with affordable senior housing; and

Whereas, Because of the small size and limited utility of the proposed vacated right-of-way, the land is suitable for assemblage with the proposed Shiloh Manor residential development as summarized in a Land Disposition Report, a copy of which is attached to this Common Council File; and

Whereas, The City Plan Commission has determined that the property is surplus to municipal needs; now, therefore, be it

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

That part of West Keefe Avenue in the Southwest 1/4 of Section 8, Township 7 North, Range 22 East, described as follows: Commencing at the northeast corner of Lot 25, as originally platted, in Roehr's Park, a recorded subdivision, in said 1/4 Section; thence South 00°21'32" East, along the east line of Lot 25 as originally platted and parallel to the east line of said 1/4 Section, 97.63 feet to the point of beginning of the land to be described; thence South 66°21'01" West 162.31 feet to a point in the easterly line of North Dr. Martin Luther King Jr., Drive; thence North 23°19'40" West 33.66 feet to a point; thence North 17°52'21" East 6.38 feet to a point; thence North 64°32'34" East 176.93 feet to a point in the east line of Lot 25, as originally platted; thence South

00°21'32" East, along said east line, 47.92 feet to the point of beginning, 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 right-of-way had not been vacated; and, be it

Further Resolved, That upon reversion of ownership to the City of Milwaukee, the Commissioner of the Department of City Development, or designee, is authorized to execute a quit claim deed to convey the vacated area for the Shiloh Manor residential development for no monetary consideration according to the terms and conditions in the Land Disposition Report.

Drafter
DCD:AJF:ajf
09/24/09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE 12/11/07

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution to vacate a street remnant in the block bounded by North Dr. Martin Luther King Jr. Drive, West Keefe Avenue and North Port Washington Road, in the 6th Aldermanic District.

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

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

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

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

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

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

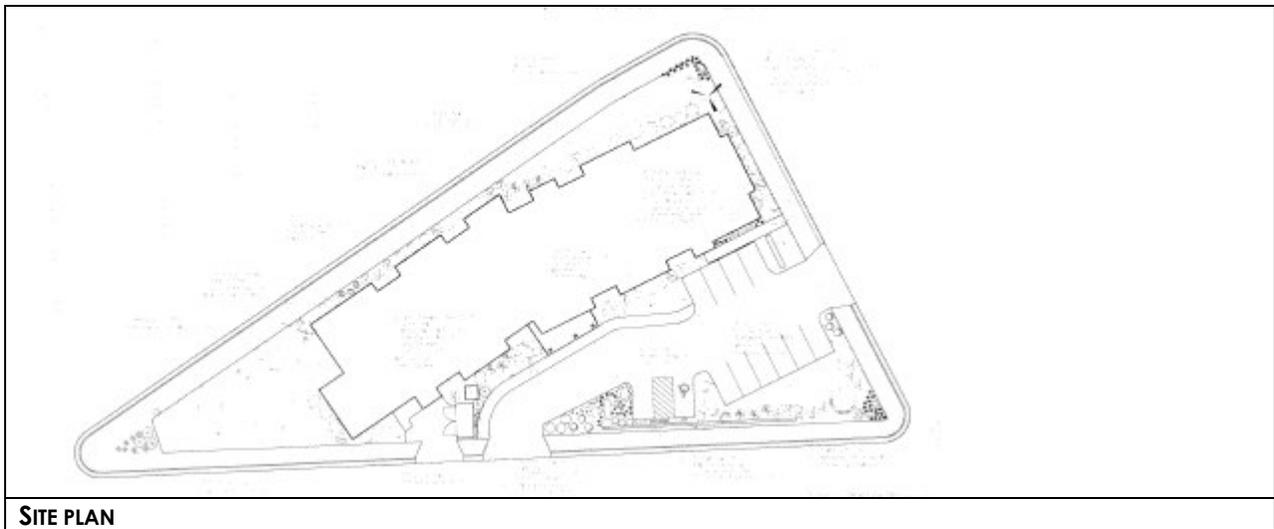
G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

BUYERS

Volunteers of America and Shiloh Tabernacle UHCA Church. VOA is a non-profit developer of affordable housing. The Wisconsin affiliate has operated since the 1920s and operates a 12-unit facility at 3261 North Martin Luther King, Jr. Drive. Shiloh Tabernacle has operated in Milwaukee for 54 years. Shiloh's church is housed at 3436 North Port Washington Road, across the street from the development site it purchased in 2001.



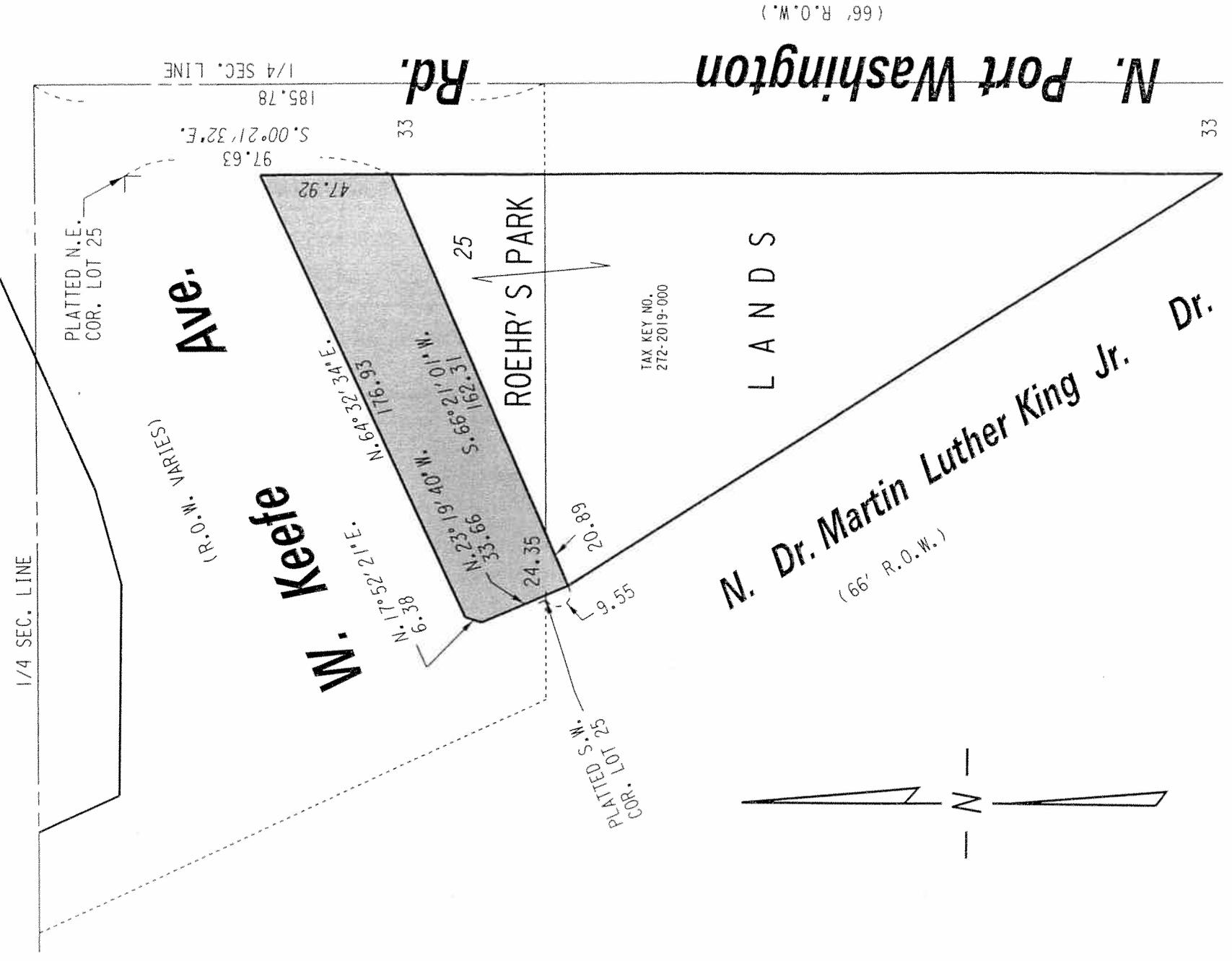
PROPERTY USE

The Buyers propose adding the city-owned property to its adjoining property in order to develop a four-story building with up to 45 units of affordable senior housing. The development will consist of one and two-bedroom units with associated common areas, commercial kitchen, dining rooms, computer lab, fitness room and outdoor patios and gardens. Parking will be underground with space for 27 vehicles.

OFFER TERMS AND CONDITIONS

A purchase and sale agreement will be negotiated with the Buyers. Closing will occur once the Department of City Development approves final construction plans and financing is in place, but not later than December 31, 2010. Construction will be expected to commence within one month of closing and the Buyers will have one year to complete construction.

S.W. 1/4 SEC. 8, T.7N., R.22E.




 PORTION OF PUBLIC STREET PROPOSED TO BE VACATED

EXHIBIT "A"
FILE NO. 071178

INFRASTRUCTURE SERVICES DIVISION
MILWAUKEE, WISCONSIN

ASSIGNED TO: W.E. FUCHS
DRAWN BY: W.E.F.
PROJECT/GRANT NO.: WK52337254
APPROVED BY:

CH'K'D. BY: W.E. FUCHS
DATE: JUNE 22, 2009
SCALE: 1" = 50'

Maurice Smolchok
CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
CITY ENGINEER

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 071178 vacates a portion of the south side of West Keefe Street between North Dr. Martin Luther King Jr. Drive and North Port Washington Road, in the 6th Aldermanic District. This vacation was requested by Shiloh Tabernacle UHCA Church to be combined with the property to the south for construction of up to 45 units of senior housing.

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

Easement for Traffic Control	\$600.00
Cabinet	

Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Milele Coggs



Legislation Details (With Text)

File #: 090626 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution amending File #080241 and granting easements to AT&T - Wisconsin Corporation on City of Milwaukee-owned property at 5701 West McKinley Avenue, and authorizing the proper City officers to execute the easement document.

Sponsors: THE CHAIR

Indexes: EASEMENTS

Attachments: Fiscal Note, Easements, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		

Number

090626

Version

ORIGINAL

Reference

080241

Sponsor

THE CHAIR

Title

Resolution amending File #080241 and granting easements to AT&T - Wisconsin Corporation on City of Milwaukee-owned property at 5701 West McKinley Avenue, and authorizing the proper City officers to execute the easement document.

Analysis

This resolution amends File #080241 which granted easements to AT&T - Wisconsin Corporation for the installation and maintenance of overhead, underground, and surface utility facilities at 5701 West McKinley Avenue (Milwaukee Water Works Hawley Road Water Tower). The file is amended with respect to the description of the easement granted to AT & T - Wisconsin Corporation.

Body

Whereas, File #080241, adopted by the Common Council on July 30, 2008, granted easements to AT&T - Wisconsin Corporation for the installation and maintenance of overhead, underground, and surface utility facilities on City of Milwaukee-owned property at 5701 West McKinley Avenue (Milwaukee Water Works Hawley Road Water Tower property) to continue to provide video and telecommunication services to this property; and

Whereas; AT&T - Wisconsin Corporation has not and will not execute easements granted by File #080241 because the company has revised its plans for continuation of service at this property location due to circumstances unrelated to the City; and

Whereas, AT&T - Wisconsin Corporation's revised service delivery plans to install, maintain, and replace video and telecommunications service equipment to service this property location require a permanent easement as described and illustrated in the new easement document attached to this file; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that file Number 080241 is amended with respect to the description of the easement granted to AT & T - Wisconsin Corporation, and the proper City officers are hereby authorized to execute the easement document, a copy of which is attached to and part of this resolution; and, be it

Further Resolved, That this easement document shall be forwarded to the Department of Public Works for transmittal to AT&T - Wisconsin Corporation for approval after it is executed by the proper City officers.

Requestor

DPW
Milwaukee Water Works

Drafter

LRB 09345-1

ANC

08/20/09

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: September 1, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution granting easements to AT&T - Wisconsin on City of Milwaukee owned property at 5701 West McKinley Avenue (Milwaukee Water Works Hawley Road Water Tower), and authorizing the proper City officers to execute the easement document.

B) SUBMITTED BY (name/title/dept./ext.): Carrie Lewis, Superintendent, Milwaukee Water Works, X-2801

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

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

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

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

AT&T - WISCONSIN EASEMENTS

DOCUMENT NUMBER

UT# 5679079 Ease #45383 R/W #2007-306

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned **City of Milwaukee (Grantor)** hereby grants and conveys to Wisconsin Bell Inc., d/b/a. AT&T - Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") a "Transmission Facilities" easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, hand holes, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and a "Service" Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

RETURN ADDRESS:
Elizabeth Strege
AT&T - Wisconsin
N17 W24300 Riverwood Drive
Waukesha, WI 53188

PARCEL NUMBER: 3680746110

The property is legally described as:

See the attached document marked as Exhibit "A", incorporated into and made a part hereof by reference.

The Easement Area is legally described as:

A ten (10) foot by fifteen (15) foot parcel of land (Transmission Facilities Easement); and a ten (10) foot wide strip of land (Service Easement) as located in the above described parcel

See the attached drawings (1 of 3 and 2 of 3) and document (3 of 3) marked as Exhibit "B", incorporated into and made a part hereof by reference.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct structures in the Service Easement area or change the finish grade of the Service or Transmission Facilities Easement Areas by more than 4" without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires _____

Approved as to Contents

Date:

SUPERINTENDENT, MILWAUKEE WATER WORKS

Approved as to Form and Execution

Date:

ASSISTANT CITY ATTORNEY

This document was drafted by Gerald A. Friederichs, Wis. Bar Member No. 1014144, AT&T - Wisconsin Legal Department, 14th, Floor, 722 North Broadway, Milwaukee, WI 53202.
Insertions by: David Wellerritter, MI-TECH SERVICES, INC.

EXHIBIT "A"

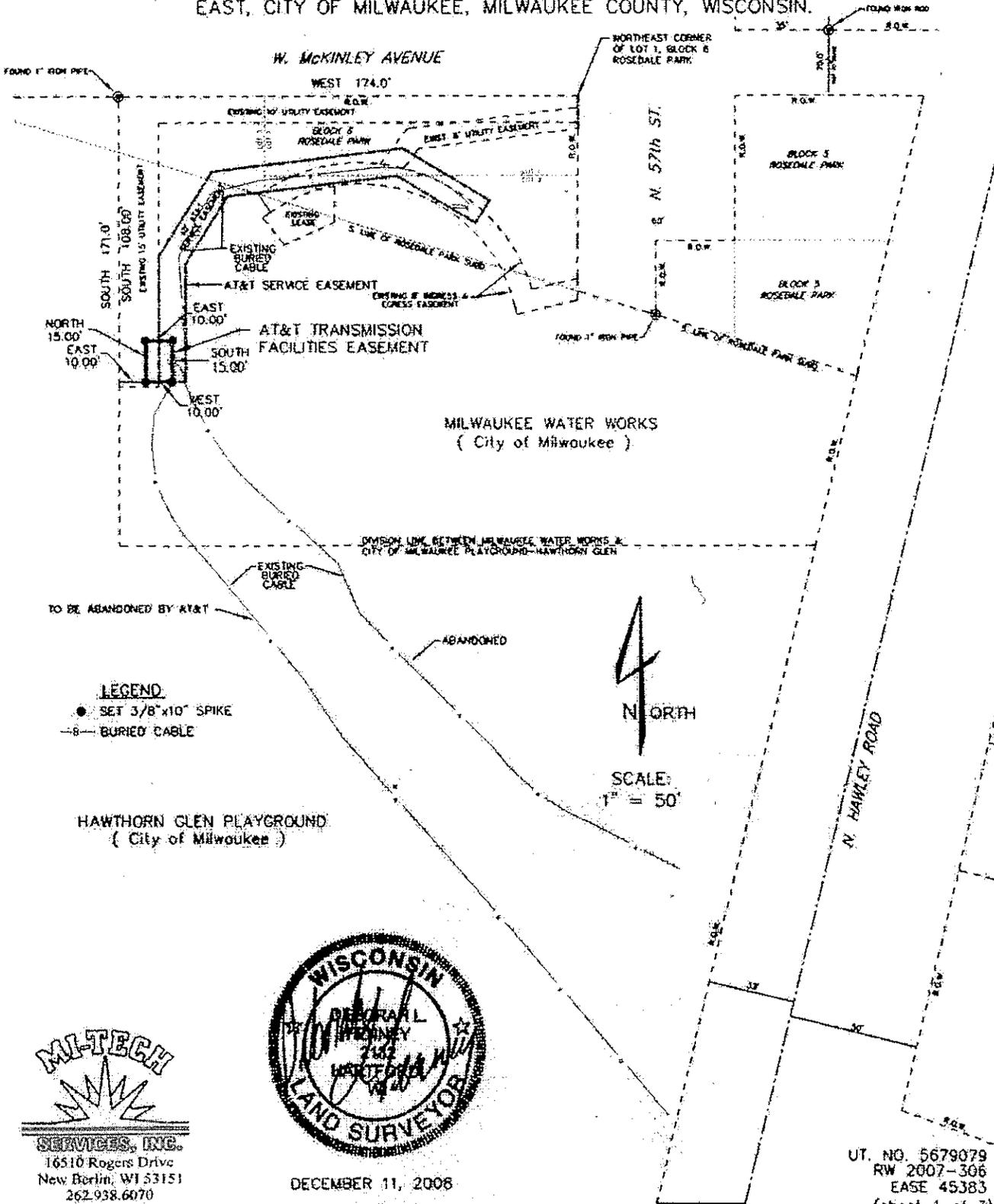
the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

Part of the Southwest One-quarter (SW $\frac{1}{4}$) of Section Twenty-three (23), Town Seven (7) North, Range Twenty-one (21) East in the City of Milwaukee, Wisconsin, bounded and described as follows, to-wit:

Beginning at a stone placed at the southwest corner of said section twenty-three (23) running thence North on the West line of said section Six Hundred Sixty-three and Ninety-six Hundredths (663.96) feet to a point; thence South Seventy-three degrees, ten minutes (73° 10') East Ten Hundred Fifty and Fifty-seven Hundredths (1050.57) feet to the center of a road running northerly to the Wauwatosa Plank Road; thence South Thirteen degrees, Eighteen minutes (13° 18') West, three hundred Seventy-six and Forty Hundredths (376.40) feet along the center of said road to the South line of said Section Twenty-three (23); thence North Nine degrees and Thirty-one minutes (9° 31') West, Nine Hundred Nineteen and Twenty-four Hundredths (919.24) feet to the place of beginning, containing eleven and five Hundred Thirty-two Thousandths (11.532) acres, according to the description and survey of the city engineer of the City of Milwaukee.

EXHIBIT "B" FOR AT&T EASEMENT

LOCATED IN PART LOTS 1, 2, & 3, OF ROSEDALE PARK, AND PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWN 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



MI-TECH
SERVICES, INC.
 16510 Rogers Drive
 New Berlin, WI 53151
 262.938.6070

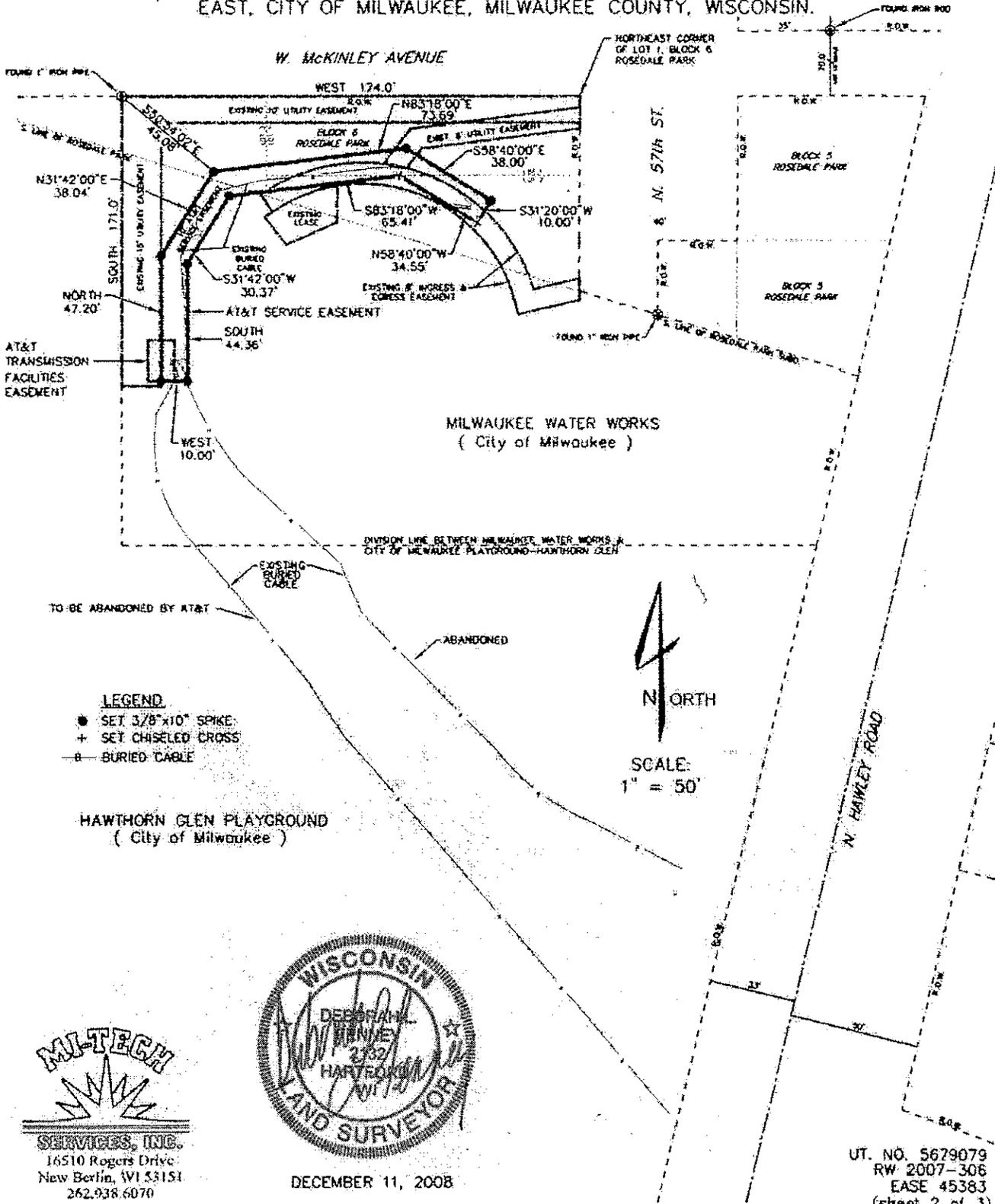


DECEMBER 11, 2008

UT. NO. 5679079
 RW 2007-306
 EASE 45383
 (sheet 1 of 3)

EXHIBIT "B" FOR AT&T EASEMENT

LOCATED IN PART LOTS 1, 2, & 3, OF ROSEDALE PARK, AND PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWN 7 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



MI-TECH SERVICES, INC.
16510 Rogers Drive
New Berlin, WI 53151
262.938.6070

UT. NO. 5679079
RW 2007-306
EASE 45383
(sheet 2 of 3)

EXHIBIT "B" FOR AT&T EASEMENT

LOCATED IN PART LOTS 1, 2, & 3, OF ROSEDALE PARK, AND PART OF
THE SOUTHWEST QUARTER OF SECTION 23, TOWN 7 NORTH, RANGE 21
EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

Legal Descriptions of AT&T Easements :

Located in part of Lots 1, 2, & 3, of Rosedale Park, and part of the Southwest Quarter of Section 23, Town 7 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin.

Transmission Facilities Easement:

Commencing at the Northeast Corner of Lot 1, Block 6, of Rosedale Park; thence, along the south right-of-way line of W. McKinley Avenue, West, a distance of 174.00 feet to a point; thence, South, a distance of 108.00 feet to a point; thence, East, a distance of 10.00 feet to the point of beginning; thence, North, a distance of 15.00 feet to a point; thence, East, a distance of 10.00 feet to a point; thence, South, a distance of 15.00 feet to a point; thence, West, a distance of 10.00 feet to the point of beginning.

Service Easement:

Commencing at the Northeast Corner of Lot 1, Block 6, of Rosedale Park; thence, along the south right-of-way line of W. McKinley Avenue, West, a distance of 174.00 feet to a point; thence, South 50 degrees 54 minutes 02 seconds East, a distance of 45.08 feet to the point of beginning; thence, North 83 degrees 18 minutes 00 seconds East, a distance of 73.69 feet to a point; thence, South 58 degrees 40 minutes 00 seconds East, a distance of 38.00 feet to a point; thence, South 31 degrees 20 minutes 00 seconds West, a distance of 10.00 feet to a point; thence, North 58 degrees 40 minutes 00 seconds West, a distance of 34.55 feet to a point; thence, South 83 degrees 18 minutes 00 seconds West, a distance of 65.41 feet to a point; thence, South 31 degrees 42 minutes 00 seconds West, a distance of 30.37 feet to a point; thence, South, a distance of 44.36 feet to a point; thence, West, a distance of 10.00 feet to a point; thence, North, a distance of 47.20 feet to a point; thence, North 31 degrees 42 minutes 00 seconds East, a distance of 38.04 feet to the point of beginning.

MI-TECH

SERVICES, INC.

16510 Rogens Drive
New Berlin, WI 53151
262.938.6070

UT. NO. 5679079
RW 2007-306
EASE 45383
(sheet 3 of 3)



Legislation Details (With Text)

File #: 090119 **Version:** 1
Type: Ordinance **Status:** In Committee
File created: 5/27/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

Title: An ordinance granting a subterranean space lease to Pfister, LLC for an existing underground vault located in part of the public alley at 424 E. Wisconsin Avenue in the 4th Aldermanic District.

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Lease Application, Subterranean Space Committee Letter 8/27/09, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/27/2009	0	COMMON COUNCIL	ASSIGNED TO		
5/29/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
090119
Version
SUBSTITUTE 1
Reference

Sponsor
THE CHAIR
Title

An ordinance granting a subterranean space lease to Pfister, LLC for an existing underground vault located in part of the public alley at 424 E. Wisconsin Avenue in the 4th Aldermanic District.

Analysis

In accordance with state law, this ordinance will grant a subterranean space lease to Pfister, LLC for an existing underground vault located in part of the public alley at 424 E. Wisconsin Avenue in the 4th Aldermanic District.

Body

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

Part 1. FINDINGS. In accordance with the provisions of sec. 66.0915(4), Wis. Stats., (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper city officers, enter into a subterranean space lease with Pfister, LLC for a term of 99 years for the maintenance of an existing underground vault located in the north-south public alley adjacent to the premises at 424 E. Wisconsin Avenue, and the Common Council of the City of Milwaukee hereby finds that the area described in the lease is not needed for street, alley or other public purposes and that the public interest will be served by such leasing as the structure will continue to aid in promoting commerce in the City of Milwaukee.

Part 2. Attached and made part of the Common Council File No. 090119 is a copy of such lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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
CA
Drafter
TDM/tdm
1050-2009-1428:148533
7/30/2009

City of
Milwaukee
Development Center



809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

May 18, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from Pfister, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for a subterranean space lease filed by Pfister, LLC. The lease is being requested for an underground vault located in part of public alley at 424 E Wisconsin Ave.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,


Linda Eichhorst
Development Center

Attachments

Cc: Ald. Robert Bauman
Linda Treland

City of
Milwaukee
Development Center



Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date April 27, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned Pfister, LLC, a Wisconsin limited liability company
(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3)
and (4) of the Wisconsin Statutes, that the following space lease be granted:

underground vault located in part of a public alley in Block 19, in
Plat of Milwaukee, being in the Northwest 1/4 of Section 28, Town 7 North,
Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin
of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the
proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

Lots 1, 2, 3, 4, 5 and 6, in Block 19, in Plat of Milwaukee on the east
side of the River, in the Northwest 1/4 of Section 28, in Town 7 North,
Range 22 East, in the City of Milwaukee, County of Milwaukee, State
of Wisconsin.

also known by street and number as 424 East Wisconsin Ave and _____
which property is located on ~~both~~ the east sides of that portion of the (~~street~~, alley or _____) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the
petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4),
Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City
of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be
served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of
Milwaukee.

Pfister, LLC

Signature _____

Address 100 East Wisconsin Avenue, Suite 1900

Phone (414) 905-1390

Corporation, firm or society Pfister, LLC

Address 100 East Wisconsin Avenue, Suite 1900

Milwaukee, WI 53202

Title or office held in same Secretary

STATE BAR OF WISCONSIN FORM 1 - 1982
WARRANTY DEED

Document Number

7957933

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 3:03 PM

09-07-2000

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 10.00

This Deed, made between PFISTER CORPORATION, Grantor, and PFISTER, LLC, Grantee,

Witnesseth, that the said Grantor, for the sole consideration of the cancellation of the capital stock of the Grantor, conveys to Grantee the following described real estate in Milwaukee County, State of Wisconsin:

Lots 1, 2, 3, 4, 5 and 6, in Block 19, in Plat of Milwaukee on the East side of the River, in the Northwest 1/4 of Section 28, in Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

ADDRESS: 424 E. WISCONSIN AVENUE

This transfer is exempt from all transfer taxes pursuant to Wisconsin Statutes section 77.25(7).

Recording Area

Name and Return Address
James Gormley
c/o Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Box 2180

392-0801-100-X
Parcel Identification Number (PIN)

This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging:

Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances, restrictions, encumbrances and easements of record, and real estate taxes for the year 2000 and subsequent years and will warrant and defend the same.

Dated this ^{23rd} 27th day of July, 2000.

PFISTER CORPORATION

(SEAL)

By: _____ (SEAL)

(SEAL)

* Thomas F. Kissinger, Secretary

(SEAL)

AUTHENTICATION

ACKNOWLEDGEMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated this _____ day of _____, 2000

) ss.
Milwaukee County)

Personally came before me this 26th day of July, 2000 the above named

Thomas F. Kissinger

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

James H. Gormley of Foley & Lardner

(Signatures may be authenticated or acknowledged. Both are not necessary.)

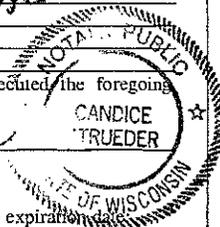
to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Candice Trueder

Notary Public Milwaukee County, Wis.

My Commission is permanent. (If not, state expiration date)

May 5, 2002, 2006



August 27, 2009

To the Public Works Committee

Subject: Subterranean Space
Lease for Pfister LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and approved the following subterranean space lease on August 26, 2009.

File No. 090119 grants a subterranean space lease to Pfister, LLC for encroachment of an underground vault in the north-south alley adjacent to the premises at 424 East Wisconsin Avenue, in the 4th Aldermanic District.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Robert Bauman
City Plan Commission

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND PFISTER, LLC
FOR AN EXISTING UNDERGROUND VAULT

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

392-0801-100

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE BETWEEN
THE CITY OF MILWAUKEE AND PFISTER, LLC
FOR AN EXISTING UNDERGROUND VAULT**

The City of Milwaukee, a Wisconsin municipal corporation ("Lessor" or "City"), and Pfister, LLC, a Wisconsin limited liability company ("Lessee"), pursuant to the provisions of Wis. Stat. § 66.0915(4) (2007-2008), do hereby make and enter into this Lease Agreement as of the ___ day of _____, 2009.

1. **Description.** Lessor hereby leases to Lessee a space underneath the surface of a public alley located between East Wells Street and East Wisconsin Avenue and North Jefferson Street and North Milwaukee Street for the purpose of maintaining an existing underground vault ("underground vault") more particularly described as follows:

A sub-surface easement across a public alley and East Wisconsin Avenue, being a part of the Northwest ¼ of Section 28, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of Lot 6, Block 19 in Plat of Milwaukee of said ¼ Section; thence North 90°00'00" West along the North line of East Wisconsin Avenue 119.66 feet to a point in the East line of a 14 foot public alley being the point of beginning of lands to be described; thence South 00°24'00" East 21.20 feet to a point (Lower elevation of 27.0 feet, Upper elevation of 36.0 feet); thence North 90°00'00" West along a line parallel to said North line 10.00 feet to a point (Lower elevation of 27.0 feet, Upper elevation of 36.0 feet); thence North 00°24'00" West along a line parallel to the East line of a 14 foot public alley 201.52 feet to a point

(Lower elevation of 29.0 feet, Upper elevation of 40.0 feet); thence South 90°00'00" East 10.00 feet to a point in the East line of said alley (Lower elevation of 29.0 feet, Upper elevation of 40.0 feet); thence South 00°24'00" East along said East line 180.32 feet to the point of beginning.

See also, Exhibit A.

2. Term. The Lease shall run for a period of 99 years from the date of the execution of the Lease; provided, however, that Lessee may terminate the Lease at any time during the 99-year period by giving Lessor due notice of Lessee's intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice; the termination, however, shall not become effective until the underground vault is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works ("Commissioner").

3. Rental. The rental payable to Lessor by Lessee under the Lease shall be the sum of \$4,500.00 per year. This rental shall be paid by Lessee in annual payments to the Office of the City Comptroller, the first payment being due upon execution of this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of Lessor, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the average land values of the neighboring properties. If appropriate, Lessee may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development.

4. Use and Occupancy. Lessee and Lessor acknowledge that a portion of the underground vault is comprised of a portion of Lessee's kitchen and that other uses currently include an employee break room, a janitor's closet, sump pump station, and a storage area. Lessee covenants and agrees that the underground vault will be operated, used, and maintained in accordance with operating standards, methods, and procedures that may be established from time to time by the Plan Commission of the City of Milwaukee. Lessee shall not install, place, or store in the underground vault any boiler, engine, or other machinery using steam, gas, or explosive mixtures, or any tank or container containing volatile or flammable liquid.

5. Maintenance. Lessee shall safely maintain the underground vault and regulate its use and occupancy so that the underground vault or its use will not be a hazard or danger to the persons or property of the public using the public right-of-way. Lessee shall maintain the roof of the underground vault, supporting the alley surface, to the satisfaction of the Commissioner according to the requirements of Milwaukee Code of Ordinances (MCO) § 245-5 and any regulations or specifications issued by the Commissioner. No material changes to the physical structure of the underground vault may be made during the course of this Lease without the prior written approval of the Commissioner.

6. Insurance and Indemnity. The Lessee shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structure, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the underground vault or the use or occupancy of the premises hereby leased, and Lessor shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, dismantling, or removal or abandonment of the underground vault, or from collapse of the underground vault. A certificate of insurance in those sums, naming Lessor as a party insured, shall be deposited with the City Clerk of the City of Milwaukee immediately following execution of the Lease. The policy of insurance shall also contain a provision that during any period of construction of improvements to the underground vault, the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000. At the option of Lessor, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the property.

7. Termination of Lease in the Event of Condemnation. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of the adjacent building, to the extent that the underground vault would no longer be usable or useful to Lessee, this Lease shall be terminated as of the time the use and occupancy of the adjacent building is surrendered. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of the adjacent building, the value of the leasehold interest

created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired.

8. Removal of Street or Alley Facilities. Lessee shall, upon demand by Lessor, pay such charges as may be incurred by Lessor for the removal or relocation of any facilities, pavement, utilities, or structures within the public way in the vicinity of the underground vault that are made necessary by reason of the existence of the underground vault. Lessor shall first, however, provide Lessee with notice of such charges and any removal or relocation which may be required.

9. Act of God, Rioting, and Public Enemies. In the event of the destruction of all or a portion of the underground vault by an act of God, casualty, public enemies, or by reason of riot or insurrection, the Lease shall terminate and Lessee shall not be required to pay any further rent to Lessor. Notwithstanding the foregoing, Lessee shall have the right to reconstruct the underground vault located within the leased premises, and the Lease shall not terminate, provided such reconstruction is commenced within six months of the damage or destruction, and in such event, Lessee shall pay rental for any period during which the underground vault was damaged, destroyed or inoperative.

10. Entry by Lessor. Lessor, by its officers, agents, or employees, may at all reasonable times during Lessee's business hours and upon reasonable prior notice, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the leasehold area to view the condition of the underground vault and require any and all necessary repairs and alterations thereto for the public safety and well-being. Lessor's right shall in no way eliminate Lessee's obligation to determine and maintain the structural adequacy of the underground vault.

11. Default and Penalty. If Lessee defaults in payment of rent and such default continues for a period of 30 days after written notice thereof by registered mail or certified mail to Lessee by Lessor, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by Lessee, and such default shall continue for 30 days after written notice thereof by registered or certified mail to Lessee from Lessor, or if default is of such a nature as to require more than 30 days to effect a cure, and Lessee shall not commence to cure such default within the 30-day period after notice as provided above and thereafter diligently proceed to cure such default, then Lessor may at any time thereafter prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving Lessee written notice of its intention. If possession of the leased premises is not immediately surrendered, Lessor may re-enter the leased premises for possession of the leased premises and declare the Lease to be terminated; and in such event Lessor may require that Lessee remove and abandon the underground vault and restore the public right-of-way to the satisfaction of the Commissioner at Lessee's own expense or Lessor may remove such structure, restore the public right-of-way and require the payment of the expense thereof from Lessee to Lessor within 30 days thereafter; said abandonment, removal, and restoration to be conducted according to the requirements of MCO § 245-5-5.

12. Surrender of Premises. Upon the termination of the Lease, Lessee agrees to surrender or relinquish any claims or right to further utilize the leased premises. Lessee shall, prior to surrender of the leased premises, cause the underground vault to be abandoned and the public right-of-way returned to a condition satisfactory to the Commissioner; said abandonment, removal, and restoration to be conducted according to the requirements of MCO § 245-5-5. If Lessee fails to surrender the leased premises within six months after the termination of the Lease, Lessee shall pay liquidated damages to Lessor in the sum of \$100.00 for each and every day it remains in possession of the area after the expiration of six months from the termination of the Lease.

13. Parties to Lease. The term "parties to the Lease" shall include the successors and assigns of Lessor and Lessee, respectively.

14. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City of Milwaukee relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by Wis. Stat. § 66.0915(4) (2007-2008).

15. Assignment. Lessee, and its successors and assigns, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the subterranean space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of the Lessee under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the City Comptroller for billing purposes.

16. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer
Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For Lessee:
Thomas F. Kissinger, Secretary
Pfister, LLC
100 East Wisconsin Avenue, Suite 1900
Milwaukee, WI 53202

IN WITNESS WHEREOF, Pfister, LLC, a Wisconsin limited liability company, has caused these presents to be signed at Milwaukee, Wisconsin, this ____ day of _____, 2009.

PFISTER, LLC

By: _____

Name (Print): _____

Title: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2009, _____ the _____ of the above-named party, Pfister, LLC, to me known to be the person(s) who executed the foregoing instrument and to me known to be such _____ of such body and acknowledged that he executed said foregoing instrument as such officers as the deed of said body, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 2009.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090119

Original Fiscal Note Substitute

SUBJECT: Ordinance granting a subterranean space lease to Pfister, LLC for an underground vault located in part of the public alley at 424 East Wisconsin Avenue in the 4th Aldermanic District.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$4500.00	
TOTALS				\$4500.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$4500.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090119 grants a subterranean space lease to Pfister, LLC for an underground vault located in part of the public alley at 424 E. Wisconsin Avenue in the 4th Aldermanic District.

In accordance with state law, this file will grant a subterranean space lease to Pfister, LLC for an existing underground area located under the north-south alley adjacent to 424 East Wisconsin Avenue that houses part of the employee break room, a part of the kitchen, storage space, and a janitor's closet for the Pfister Hotel.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Bauman



Legislation Details (With Text)

File #: 030896 **Version:** 1
Type: Ordinance **Status:** In Committee
File created: 10/14/2003 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

Title: A substitute ordinance granting an airspace lease to MillerCoors, LLC for a pipe bridge over a portion of North 41st Street approximately 262 feet south of West State Street in the City of Milwaukee, replacing and superseding existing Special Privilege No. 1242 (Common Council File No. 871112).

Sponsors: THE CHAIR

Indexes: AIR SPACE LEASES

Attachments: Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.pdf, Air Space Lease Petition.PDF, Drawing.PDF, Site Plan.PDF, Letter to DCD.PDF, Lease, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/14/2003	0	COMMON COUNCIL	ASSIGNED TO		
10/15/2003		PUBLIC WORKS COMMITTEE	REFERRED TO		
10/15/2003		PUBLIC WORKS COMMITTEE	REFERRED TO		
11/5/2003		PUBLIC WORKS COMMITTEE	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
030896
Version
SUBSTITUTE 1
Reference
871112
Special Privilege 1242
Sponsor
THE CHAIR
Title

A substitute ordinance granting an airspace lease to MillerCoors, LLC for a pipe bridge over a portion of North 41st Street approximately 262 feet south of West State Street in the City of Milwaukee, replacing and superseding existing Special Privilege No. 1242 (Common Council File No. 871112).

Analysis

In accordance with state law, this ordinance will grant an airspace lease to MillerCoors, LLC for a pipe bridge over a portion of North 41st Street approximately 262 feet south of West State Street in the City of Milwaukee, replacing and superseding existing Special Privilege No. 1242 (Common Council File No. 871112).

Body

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

Part 1. FINDINGS. In accordance with the provisions of sec. 66.0915(3), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors, LLC for an existing enclosed pipe bridge across North 41st Street, approximately 262 feet south of West State Street, and the Common Council of the City of Milwaukee hereby finds that such airspace is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 030896 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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
CA
Drafter
TDM/tdm
1050-2003-3260:148507
7/29/2009

August 28, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following air and subterranean space leases on August 26, 2009. All of the following leases are being requested by MillerCoors LLC for tunnels and overhead structures located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090234 grants an air space lease for encroachment of a pipe bridge crossing North 41st Street at a point approximately 110 feet south of West State Street.

File No. 030896 grants an air space lease for encroachment of an enclosed pipe bridge crossing North 41st Street at a point approximately 367 feet south of West State Street.

File No. 090466 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 231 feet east of North 41st Street.

File No. 090463 grants a subterranean space lease for encroachment of a tunnel crossing North 41st Street at a point approximately 194 feet south of West State Street.

File No. 090464 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 116 feet east of North 41st Street.

Please note that there are two additional tunnels owned by MillerCoors LLC in the vicinity of the aforementioned structures that will be heard at a future meeting of the Air and Subterranean Space Lease Committee.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Willie L. Hines, Jr.
City Plan Commission



October 1, 2003

✓ City Clerk Ronald D. Leonardt
Attn: Tony Zielinski
Office of the City Clerk

Commissioner Martin Collins
Dept. of Neighborhood Services

Commissioner Julie Penman
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Linda Uliss Burke
Office of the City Attorney

Commissioner Mariano Schifalacqua
Attn: Tom Miller
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Jeff Mantes

Re: Air space lease petition from Miller Brewing Company

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Brewing Company. The lease will facilitate development of an enclosure for an existing exposed pipe bridge located over N 41st St.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in February to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Garrett Reich, Miller Brewing Company
Jack Meredith, Miller Brewing Company

City of
Milwaukee
Development Center

Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date 9-30-03

TO THE HONORABLE THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned Miller Brewing Company

(State whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)

respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3) and (4) of the Wisconsin Statutes, that the following space lease be granted:

Air space lease structure for pipe bridge across North 41st Street

of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

Miller Brewing Company owns the property on the east and west sides of North 41st Street from State Street to Bluemound Road. See attached survey and legal description.

also known by street and number as 4000 W. State St. and _____ which property is located on both sides of that portion of the (street, alley or easement) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4) Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of Milwaukee.

Signature Jack Mueselth
Address 4000 W. State St.
Phone (414) 931-2364

Corporation, firm or society Miller Brewing Company
Address 4000 W. State St.

Title or office held in sign: Project Engineer 0900

W. STATE ST.

S. R.O.W. LINE OF W. STATE ST.



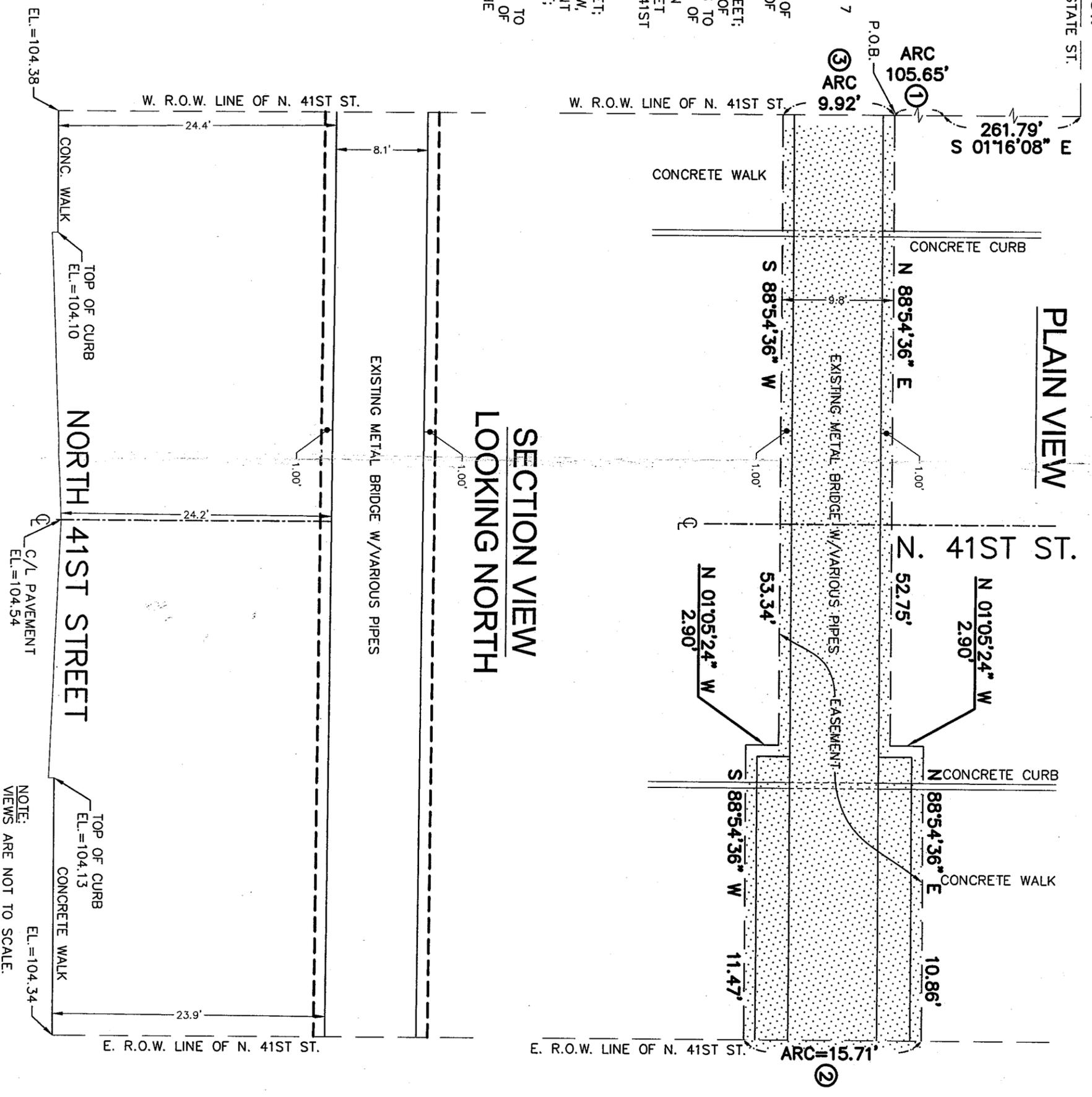
EXHIBIT "A"

AIR SPACE EASEMENT DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST STATE STREET AND THE WEST RIGHT OF WAY LINE OF NORTH 41ST STREET; THENCE S 01°16'08" E ALONG SAID WEST LINE OF NORTH 41ST STREET, 261.79 FEET; THENCE SOUTHWESTERLY 105.65 FEET ALONG SAID RIGHT OF WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 1756.85 FEET TO THE POINT OF BEGINNING; THENCE N 88°54'36" E, 52.75 FEET; THENCE N 01°05'24" W, 2.90 FEET; THENCE N 88°54'36" E, 10.86 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF NORTH 41ST STREET; THENCE SOUTHEASTERLY 15.71 FEET ALONG SAID RIGHT OF WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 1078.24 FEET; THENCE S 88°54'36" W, 11.47 FEET; THENCE N 01°05'24" W, 2.90 FEET; THENCE S 88°54'36" W, 53.34 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 41ST STREET; THENCE NORTHEASTERLY 9.92 FEET ALONG SAID RIGHT OF WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 1756.85 FEET TO THE POINT OF BEGINNING. SECTION VIEW FOR VERTICAL DEPICTION OF THE ABOVE EASEMENT.

CURVE TABLE		
NO.	ARC	RADIUS
1	105.65'	1756.85'
2	15.71'	1078.24'
3	9.92'	1756.85'



PLAIN VIEW

SECTION VIEW
LOOKING NORTH

N. 41ST ST.

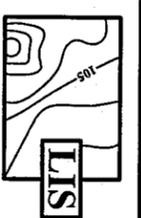
NORTH 41ST STREET

EASEMENT EXHIBIT

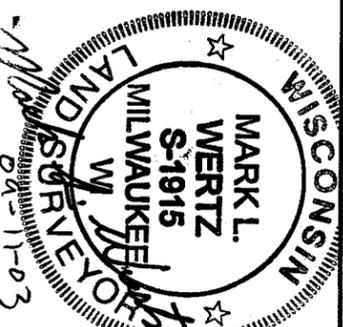
**MILLER BREWERY
AIR SPACE ESMT.**

CITY OF MILWAUKEE, WISCONSIN

LAND INFORMATION SERVICES, INC.
ENGINEERS, SURVEYORS & CONSULTANTS
9722 WATERTOWN PLANK ROAD
BUILDING S-5
WADSWORTH, WI 53226
T 414-902-9515 F 414-902-9516



DRAWN BY: J.T.M.
CHECKED BY: M.L.W.
DATE: 09/11/03
JOB NUMBER: S03156R0EX



MILLER BREWERY
S03156

EDWARD A. GREBE, P.E.
2006 Two Tree Lane
Wauwatosa, Wisconsin 53213
414-476-8432



MILLER BREWING Co.

ENCLOSURE - PIPE BRIDGE

ACROSS 41ST ST. BLDG #53 to #74

Sheet _____ of _____

Job No. _____

By _____ Date: _____

Made EAG 7-5-03

Checked _____

DRAWING SUMMARY

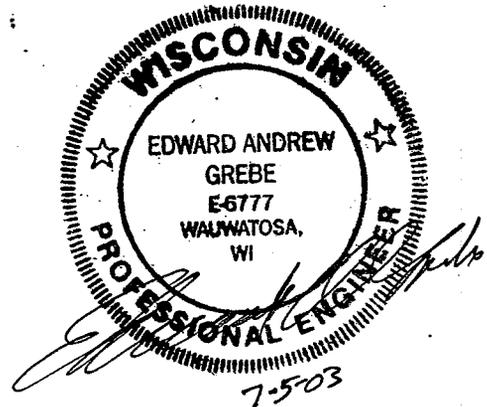
SITE LOCATION PLAN	S1	6-30-03
PLAN VIEW & SECTION	S2	7-5-03
ENLARGED PLAN & ELEVATION AT EAST END	S3	6-30-03
SECTIONS AND DETAILS	S4	6-30-03
SECTION C-C	S5	6-30-03

CALCULATIONS

ORIGINAL CALC.	C1	5-18-87
d ₁	C2	5-18-87
d ₂	C2A	6-7-87
REVIEW OF BRIDGE LOADS	C3	7-1-03

REFERENCE DRAWINGS.

ELEVATION - CERAMIC FILTER ROOM BRIDGE 174-02-100R 9-3-87



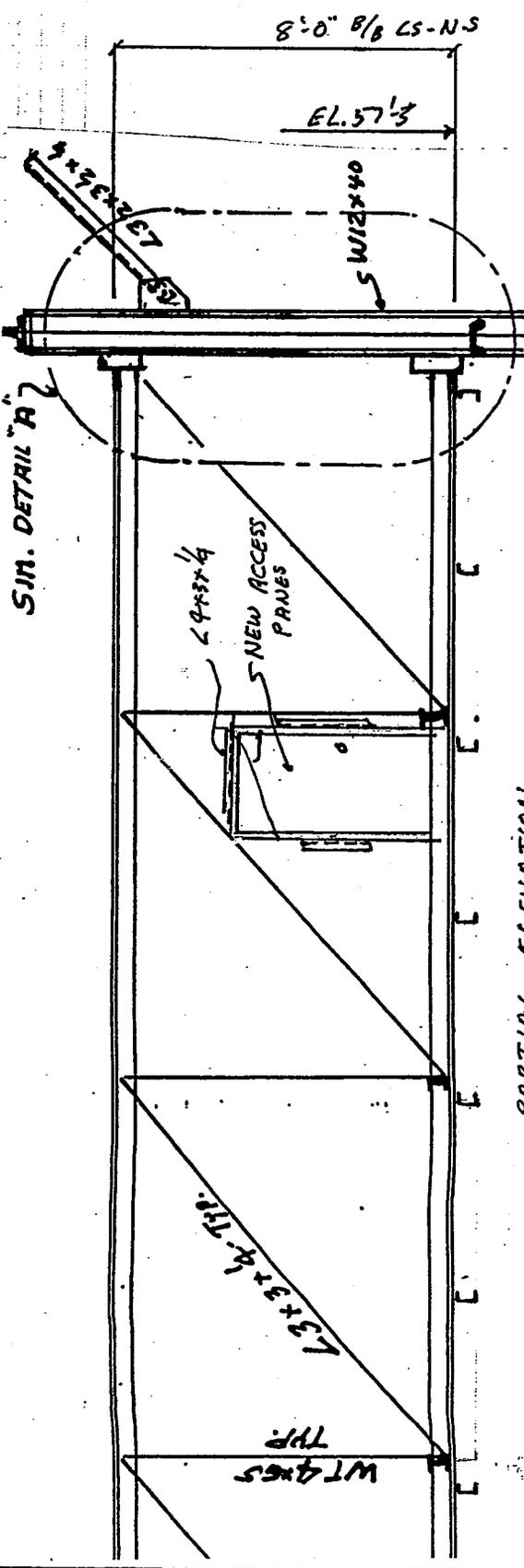
EDWARD A. GREBE, P.E.
 2006 Two Tree Lane
 Wauwatosa, Wisconsin 53213
 414-476-8432



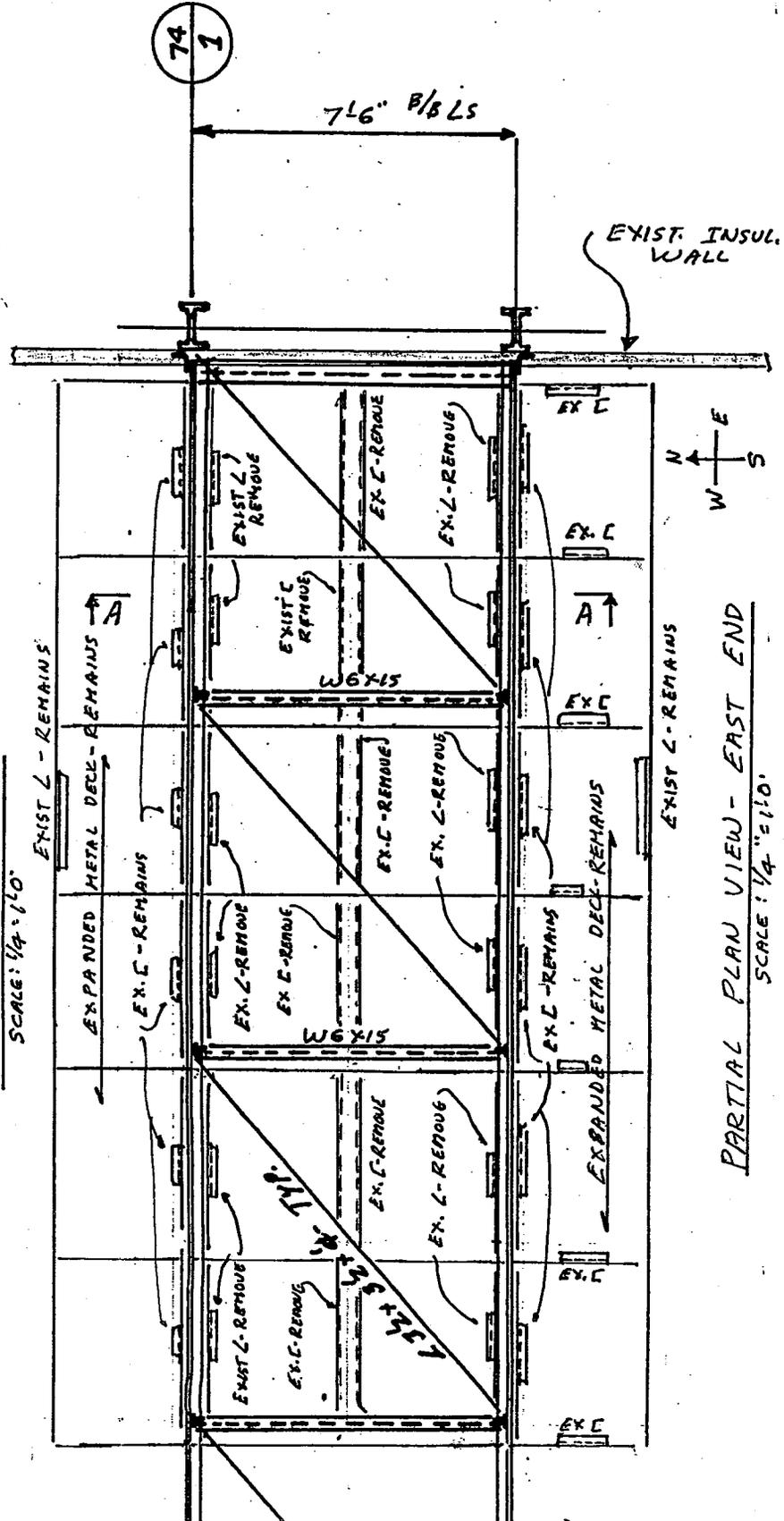
MILLER BREWING Co.

EXIST. PLATFORM - EAST END OF BRIDGE

Sheet <u>S3</u> of _____	
Job No. _____	
By	Date
Made	<u>ERG</u> 6-30-03
Checked	



PARTIAL ELEVATION
 SCALE: 3/4" = 1'-0"



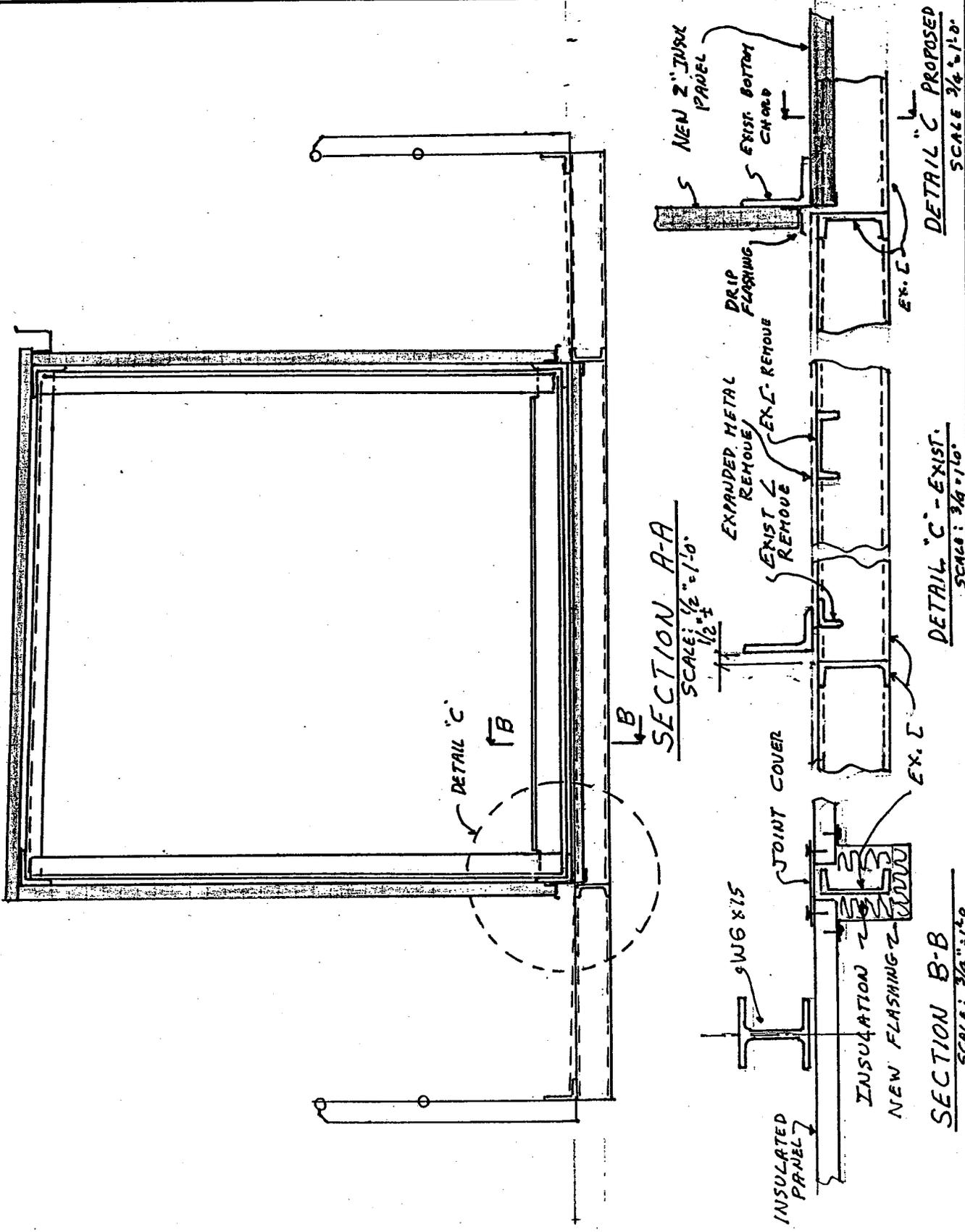
PARTIAL PLAN VIEW - EAST END
 SCALE: 1/4" = 1'-0"

EDWARD A. GREBE, P.E.
 2006 Two Tree Lane
 Wauwatosa, Wisconsin 53213
 414-476-8432



MILLER BREWING Co.

Sheet <u>54</u> of _____	
Job No. _____	
By	Date
Made	<u>EAG</u> 6-30-03
Checked	



SECTION A-A
 SCALE: 1/2" = 1'-0"

DETAIL C - EXIST.
 SCALE: 3/4" = 1'-0"

DETAIL C PROPOSED
 SCALE: 3/4" = 1'-0"

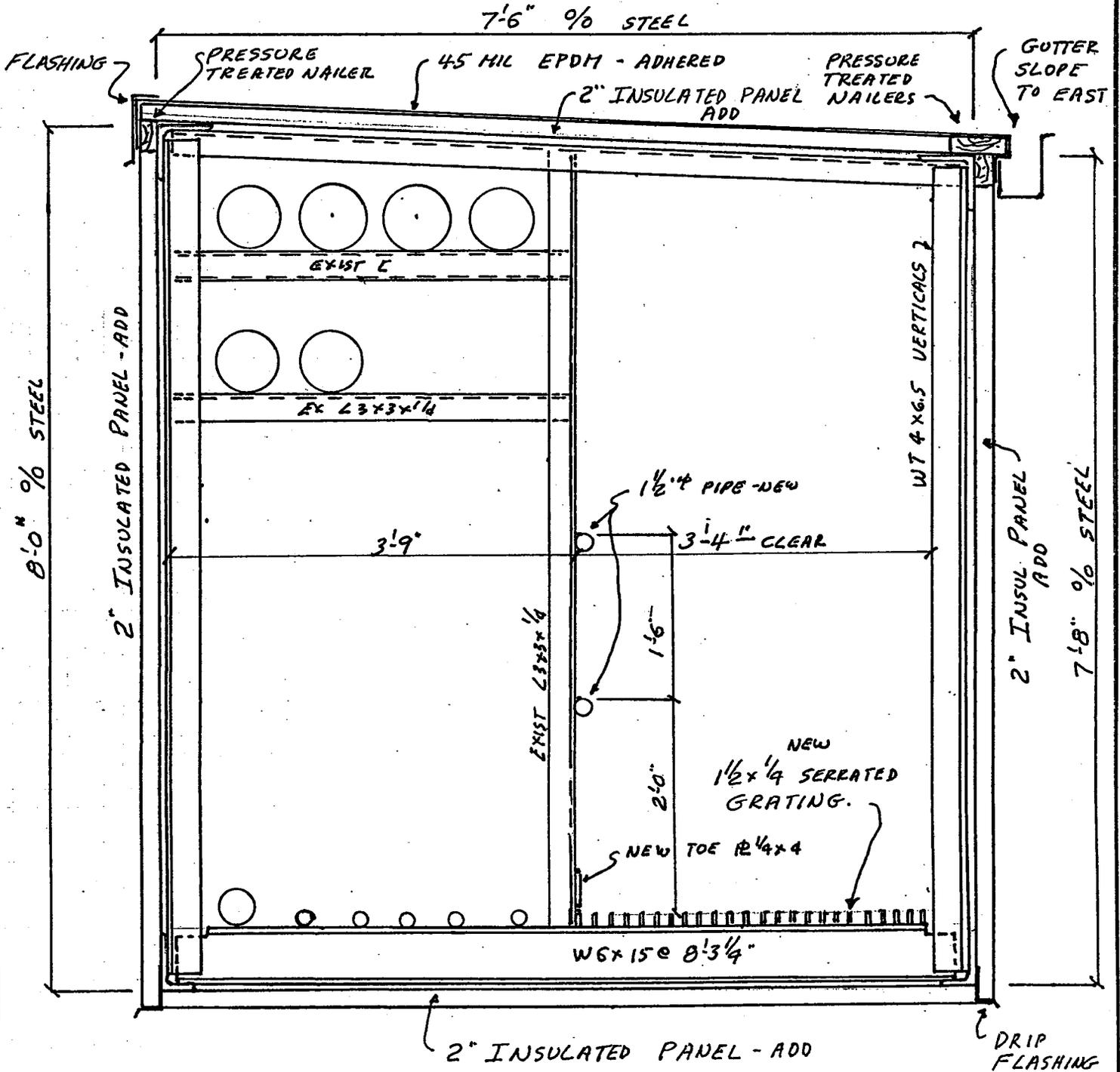
SECTION B-B
 SCALE: 3/4" = 1'-0"

EDWARD A. GREBE, P.E.
 2006 Two Tree Lane
 Wauwatosa, Wisconsin 53213
 414-476-8432



MILLER BREWING CO.
 ENCLOSURE - BRIDGE AT CERAMIC
 FILTER BLDG. * 74

Sheet <u>55</u> of _____	
Job No. _____	
By	Date
Made	EAG 6-30-03
Checked	



SECTION C-C LOOKING EAST THRU BRIDGE
 SCALE: 3/4" = 1'-0"

EDWARD A. GREBE, P.E.
2606 Two Tree Lane
Wauwatosa, Wisconsin 53213
414-476-8432



MILLER BREWING

MILWAUKEE

BRIDGE 41ST ST.

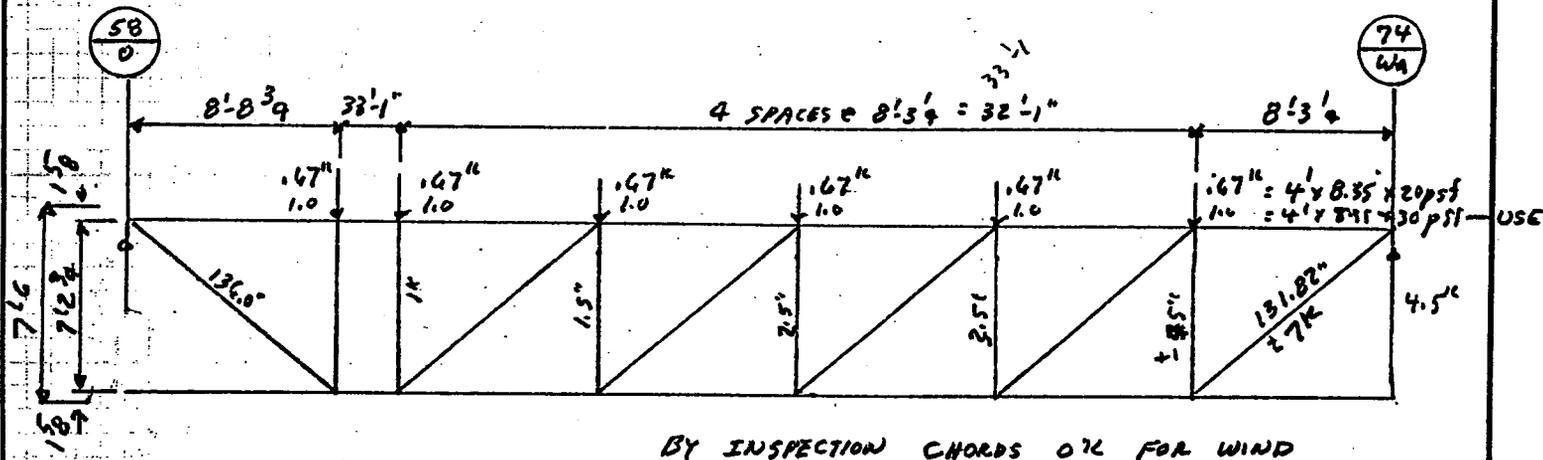
Sheet C2 of _____

Job No. _____

By _____ Date _____

Made EAG 5-18-87

Checked _____



BY INSPECTION CHORDS OK FOR WIND

DIAGONAL

$L = 131.82''$ $P = 7^k$

$A_{min} = \frac{131.82}{200} = .66$ in

USE $L 3\frac{1}{2} \times 3\frac{1}{2} \times \frac{3}{4} = .68$ in

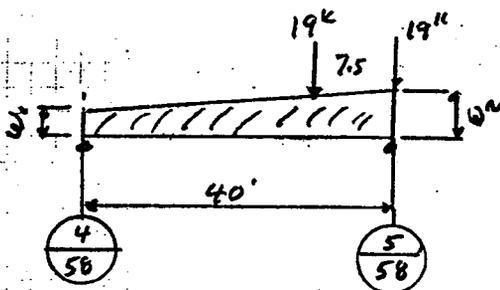
UPPER HORIZ MEMBER

$L = 90''$ $P = 4.5^k$

$A_{min} = \frac{90}{200} = .45$ in

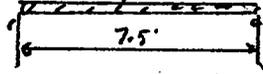
USE $L 3 \times 3 \times \frac{1}{4} = .59$ in

RAFTER - BLDG #5B



FLOOR BEAM

$w = 55 \text{ psf} \times 8.35 = 460 \text{ lb/ft}$



$M = .46 \times 7.5^2 / 2 = 3.23^k$

USE $W 6 \times 15 = 9.72 \text{ in}^3$

$w_1 = 3\frac{1}{2} \times 50 \text{ psf} + 30' \times 2.33 \text{ plf} = 125 \text{ plf} + 70 = 195 \text{ plf}$

$w_2 = 3\frac{1}{2} \times 50 \text{ psf} + 30' \times 2.33 \text{ plf} = 175 \text{ plf} + 70 = 245 \text{ plf}$

$R_5 = \frac{195 \times 40}{2} + \frac{(245-195) \times 40}{3} + \frac{19^k \times 32.5'}{40'} + 19^k$
 $= 3.3^k + .7^k + 15.4^k + 19^k = 38.4^k$

$M = 19.4^k \times 7.5' - 2.65 \times 7.5^2 / 2 - .05 \times 7.5^3 / 8 = 0$
 $= 145.5^k - 4.64^k - .74^k = 139.92^k$

$w_{10 \times 40} = 136.8^k \approx 139.92^k \therefore \text{OK}$

CHECK COLUMN 0-5

TRUSS TB = 29.2^k

Rafter 4 to 5 = 38.4^k

Rafter 5 to 6 = $\frac{6.0^k}{73.6^k}$

$\therefore \text{OK}$

CAISSON AT 0-5

COLUMN LOAD 73.6^k

FOUN. WALL

$10' \times 15 \text{ plf} \times 40'$

$\frac{40.0^k}{113.6^k} < 120^k$

$\therefore \text{OK}$

EDWARD A. GREBE, P.E.
2006 Two Tree Lane
Wauwatosa, Wisconsin 53213
414-476-8432



MILLER BREWING

MILWAUKEE, WI

BRIDGE - 41ST ST

Sheet C2A of _____

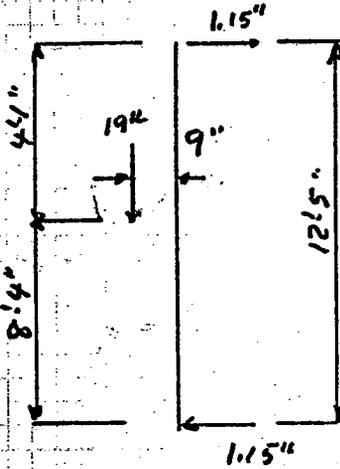
Job No. _____

By _____ Date _____

Made EAG 6-7-87

Checked _____

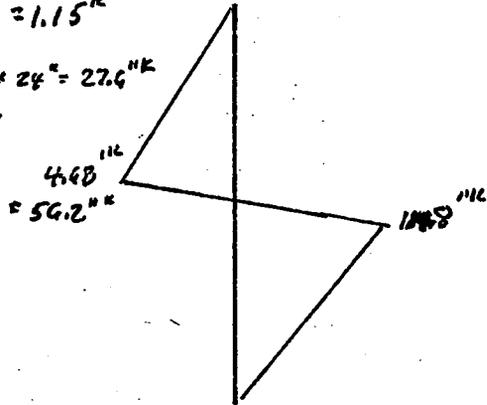
Support Post Liner We



$$C = T = 19^k \times 9'' / 149 = 1.15^k$$

$$M = 1.15'' \times 24'' = 27.6^k$$

Bottom of Roller



$$= 56.2^k$$



Item # 7

Garrett W. Reich
Assistant General Counsel

September 25, 2003

Ms. Martha Brown
Department of City Development
809 N. Broadway
Milwaukee, WI 53202

Dear Ms. Brown:

Miller Brewing Company has contracted with Dahlman Construction Company to enclosed an exposed pipe bridge currently located over North 41st Street as indicated on the enclosed drawings.

Miller is currently the owner of the pipe bridge and all buildings to be joined by this enclosure. The buildings are numbered 58 and 74.

By the letter, Miller Brewing Company attests to the fact that it owns in fee, without restriction or encumbrance, the buildings that will be joined by the enclosure of the pipe bridge as well as all buildings in the vicinity to the proposed connection.

If you need anything further, please contact me directly.

Very truly yours,

Garrett W. Reich

Attachments

AIRSPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 1242 – CCFN
871112)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-0028-110 & 387-0014-110

Parcel Identification Number (PIN)

**AIRSPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 1242 – CCFN 871112)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(3), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors airspace to maintain an existing enclosed pipe bridge across North 41st Street, approximately 262 feet south of West State Street and more particularly described as follows:

Air space over North 41st Street located approximately 367 feet south of West State Street in the Northwest ¼ of Section 25, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows.

Commencing at the Southwest corner of the intersection of West State Street and North 41st Street; thence South 01°16'08" East along the West right of way line of North 41st Street, 261.79 feet; thence southerly 105.65 feet along said right of way line and along the arc of a curve whose center lies to the West, whose radius is 1756.85 feet and whose chord bears South 00°27'13" West,

105.63 feet; thence to a point 33.4 feet above present grade to elevation 65.9 feet, and to the point of beginning of the upper air space lease line; thence North 88°54'36" East, 52.75 feet; thence North 01°05'24" West, 2.90 feet; thence North 88°54'36" East, 10.86 feet to a point on the East right of way line of North 41st Street; thence Southerly 15.71 feet along said East right of way line and along the arc of a curve, whose center lies to the East, whose radius is 1078.24 feet and whose chord bears South 03°19'42" East, 15.71 feet; thence South 88°54'36" West, 11.49 feet; thence North 01°05'24" West, 2.90 feet; thence South 88°54'36" West, 53.33 feet to a point on the West right of way line of North 41st Street; thence Northerly 9.92 feet along said West right of way line and along the arc of a curve whose center lies to the West, whose radius is 1756.85 and whose chord bears North 02°20'18" East, 9.92 feet to the point of beginning of the upper air space lease line.

Together with the following:

Commencing at the Southwest corner of the intersection of West State Street and North 41st Street; thence South 01°16'08" East along the West right of way line of North 41st Street, 261.79 feet; thence Southerly 105.65 feet along said right of way and along the arc of a curve whose center lies to the West, whose radius is 1756.85 feet and whose chord bears South 00°27'13" West, 105.63 feet; thence to a point 23.0 feet above present grade to elevation 55.5 feet, and to the point of beginning of the lower air space line; thence North 88°54'36" East, 52.75 feet; thence to a point at elevation 55.0; thence North 01°05'24" West, 2.90 feet; thence North 88°54'36" East, 10.86 feet to a point on the East right of way line of North 41st Street; thence Southerly 15.71 feet along said East right of way line and along the arc of a curve, whose center lies to the East, whose radius is 1078.24 feet and whose chord bears South 03°19'42" East, 15.71 feet; thence South 88°54'36" West, 11.49 feet; thence North 01°05'24" West, 2.90 feet; thence to a point at elevation 55.5 feet; thence South 88°54'36" West, 53.33 feet to a point of the West right of way line of North 41st Street; thence Northerly 9.92 feet along said West right of way line and along the arc of a curve whose center lies to the West, whose radius is 1756.85 and whose chord bears North 02°20'18" East, 9.92 feet to the point of beginning of the lower air space lease line.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").
3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$45 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").
4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.
5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications

previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.

6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect, which plans and specifications shall specifically provide for the prevention of ice accumulation on the Improvement and methods by which pigeons and other birds will be prevented or discouraged from roosting or nesting on or near the Improvement. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.

7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however, designated of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(3), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:
For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

18. Signs. MillerCoors currently maintains certain signs in or on the Improvement occupying the leased premises which are readable from the street. No new or additional signs shall be attached to or placed on the exterior of the Improvement at any time without permission of the Commissioner of Public Works.

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ____ day of _____, 200__, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ___ day of _____, 200__.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 200__, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 200__, Ronald D. Leonhardt, City Clerk of the City of Milwaukee, 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, by its authority and pursuant to Ordinance No. _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My commission expires: _____

LEGAL DESCRIPTION FOR AIR SPACE LEASE

AIR SPACE OVER NORTH 41ST STREET LOCATED APPROXIMATELY 367 FEET SOUTH OF WEST STATE STREET IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST STATE STREET AND NORTH 41ST STREET, THENCE SOUTH 01°16'08" EAST ALONG THE WEST RIGHT OF WAY LINE OF NORTH 41ST STREET, 261.79 FEET; THENCE SOUTHERLY 105.65 FEET ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 1756.85 FEET AND WHOSE CHORD BEARS SOUTH 69°27'13" WEST, 105.65 FEET; THENCE TO A POINT 33.4 FEET ABOVE PRESENT GRADE TO ELEVATION 65.9 FEET, AND TO THE POINT OF BEGINNING OF THE UPPER AIR SPACE LEASE LINE; THENCE NORTH 88°54'36" EAST, 22.75 FEET; THENCE NORTH 01°05'24" WEST, 2.90 FEET; THENCE NORTH 88°54'36" EAST, 10.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 41ST STREET; THENCE SOUTHERLY 15.71 FEET ALONG SAID EAST RIGHT OF WAY LINE, AND ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 1078.24 FEET AND WHOSE CHORD BEARS SOUTH 03°18'42" EAST, 15.71 FEET; THENCE SOUTH 88°54'36" WEST, 11.49 FEET; THENCE NORTH 01°05'24" WEST, 2.90 FEET; THENCE SOUTH 88°54'36" WEST, 53.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 41ST STREET; THENCE NORTHERLY 9.92 FEET ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 1728.85 FEET AND WHOSE CHORD BEARS NORTH 02°20'18" EAST, 9.92 FEET TO THE POINT OF BEGINNING OF THE UPPER AIR SPACE LEASE LINE.

TOGETHER WITH THE FOLLOWING:
(SEE SHEET 2 OF 2 FOR CONTINUATION)

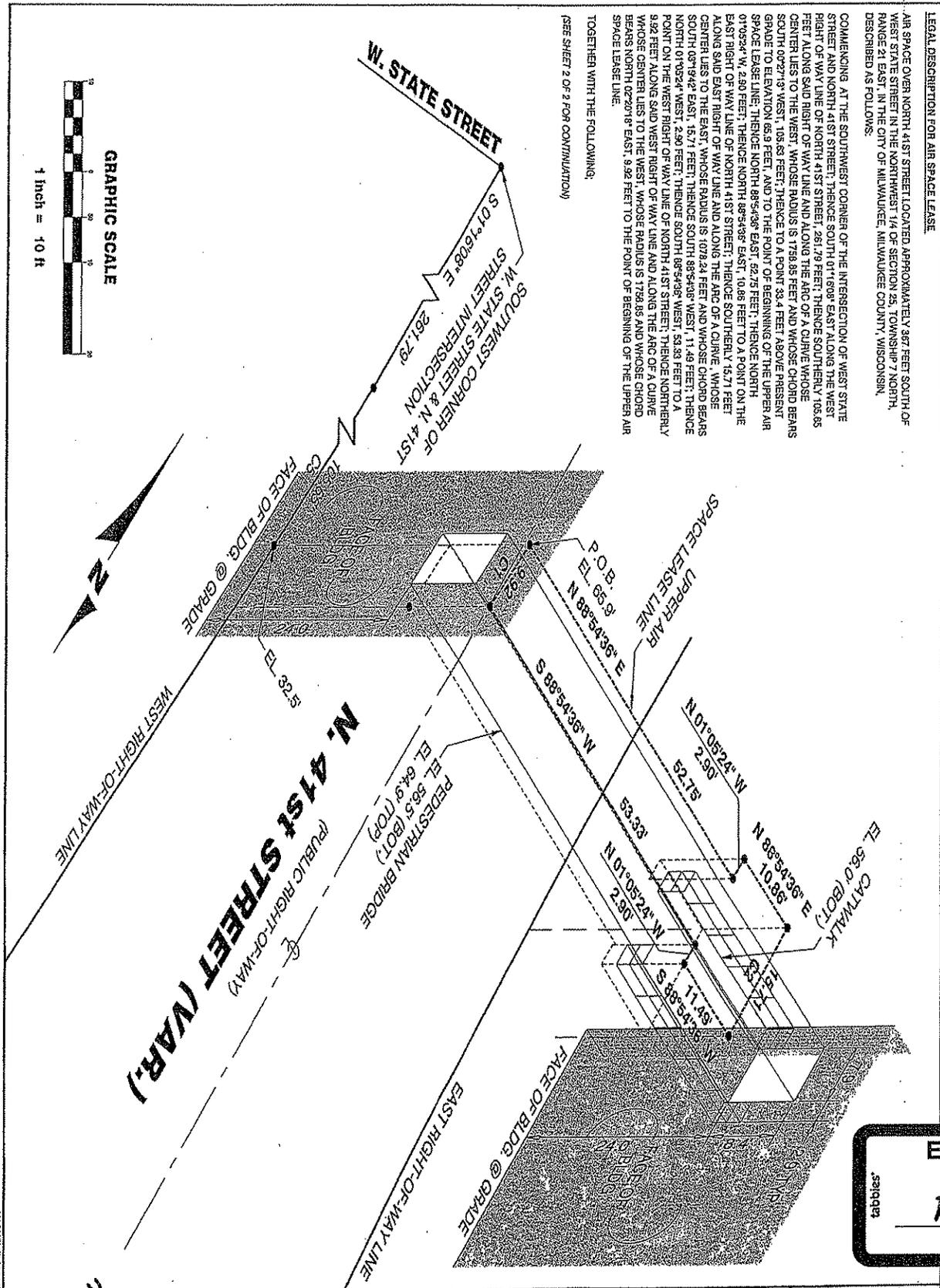


EXHIBIT
A 1062

LAND INFORMATION SERVICES, INC.
ENGINEER, SURVEYOR & CONSULTANT
900 WEST COORS ROAD
MILWAUKEE, WI 53119
TEL: 414-224-1100
FAX: 414-224-1101

EXHIBIT
Miller Coors
Air Space Lease
N. 41st STREET, MILWAUKEE

DRAWN BY: M.A.B.
CHECKED BY: M.L.W.
DATE: 03/17/09
JOB NUMBER: SR922R0REX

WISCONSIN
MARK L. WERTZ
S-1916
MILWAUKEE, WI

MILLER COORS
EXHIBIT(T)
SHEET 1 OF 2

X:\SURVEY\2009\SR922R0REX\SR922R0REX.dwg, L15 09

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 030896

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting an airspace lease to MillerCoors, LLC for a pipe bridge over a portion of North 41st Street approximately 262 feet south of West State Street in the City of Milwaukee, replacing and superseding existing Special Privilege No. 1242 (Common Council File No. 871112).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$45.00	
TOTALS				\$45.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$45.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 030896 relates to granting an air space lease to the MillerCoors, LLC for a pipe bridge across North 41st Street from West State Street to West Bluemound Road, in the 15th Aldermanic District.

In accordance with state law, this file will grant an air space lease to MillerCoors, LLC for an existing enclosed pipe bridge crossing over North 41st Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 090234 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 6/16/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting an airspace space lease to MillerCoors, LLC to occupy and maintain an existing steel truss system supporting two steam lines over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 113 (Common Council File No. 811295).

Sponsors: THE CHAIR

Indexes: AIR SPACE LEASES

Attachments: Cover Letter, Air Space Lease Petition and Drawings, Copy of File Number 811295, Air & Subterranean Space Leases Miller Coors Ltr 8.26.09.pdf, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/17/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
6/17/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
6/17/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
090234
Version
SUBSTITUTE 1
Reference
811295
Special Privilege 113

Sponsor
THE CHAIR
Title

A substitute ordinance granting an airspace space lease to MillerCoors, LLC to occupy and maintain an existing steel truss system supporting two steam lines over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 113 (Common Council File No. 811295).

Analysis

In accordance with state law, this ordinance will grant an airspace space lease to MillerCoors, LLC to continue occupying and maintaining an existing steel truss system supporting two (2) steam lines with outer dimensions of approximately 5 feet wide by 5 feet high and minimum vertical clearance of 38 feet from the roadway over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the City of Milwaukee. The lease will replace and supersede certain rights previously granted for the steel truss system in Special Privilege No. 113 (Common Council File No. 811295).

Body

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

Part 1: FINDINGS. In accordance with the provisions of § 66.0915(3), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into an airspace lease with MillerCoors, LLC to occupy an existing steel truss system supporting two (2) steam lines with outer dimensions of approximately 5 feet wide by 5 feet high and minimum vertical clearance of 38 feet from the roadway over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the City of Milwaukee, and the Common Council of the City of Milwaukee hereby finds that such airspace is not needed for street, alley or other public purposes and that the steel truss system and steam lines will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090234 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the

City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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

CA

Drafter

TDM/tdm

1029-2008-2423:148491

7/29/2009



June 8, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Air space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing special privilege #113 for an overhead structure crossing N 41st St approximately 79' South of S/L W State St.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Brian Randall

City of
Milwaukee
Development Center



Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date June 4, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,

(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)

respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3) and (4) of the Wisconsin Statutes, that the following space lease be granted:

Air Space Lease for existing Special Privilege (No. 113) structure consisting of a steel truss system supporting two 121st
lines with outer dimensions of approximately 5 feet wide by 5 feet high and minimum vertical clearance of
38 feet from the roadway over and crossing North 41st Street approximately 79 feet south of the
south line of West State Street

of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the
proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns property on the east and west sides of North 41st street from State Street
to Bluemound Road

also known by street and number as 4001 West Street Street (Bldg. 16) and 4103 West State Street (Bldg. 21)
which property is located on both sides of that portion of the (street, ~~Blue XXXXXXXXXXXXX~~) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4), Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of Milwaukee.

Signature Brian C. Randall *Brian C. Randall, Agent*

Address 330 East Kilbourn Avenue, Suite 1250 (53202)

Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

AIR SPACE EASEMENT EXHIBIT FOR TRUSS SYSTEM SUPPORTING STEAM LINES

SITUATED IN NORTH 41ST STREET, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

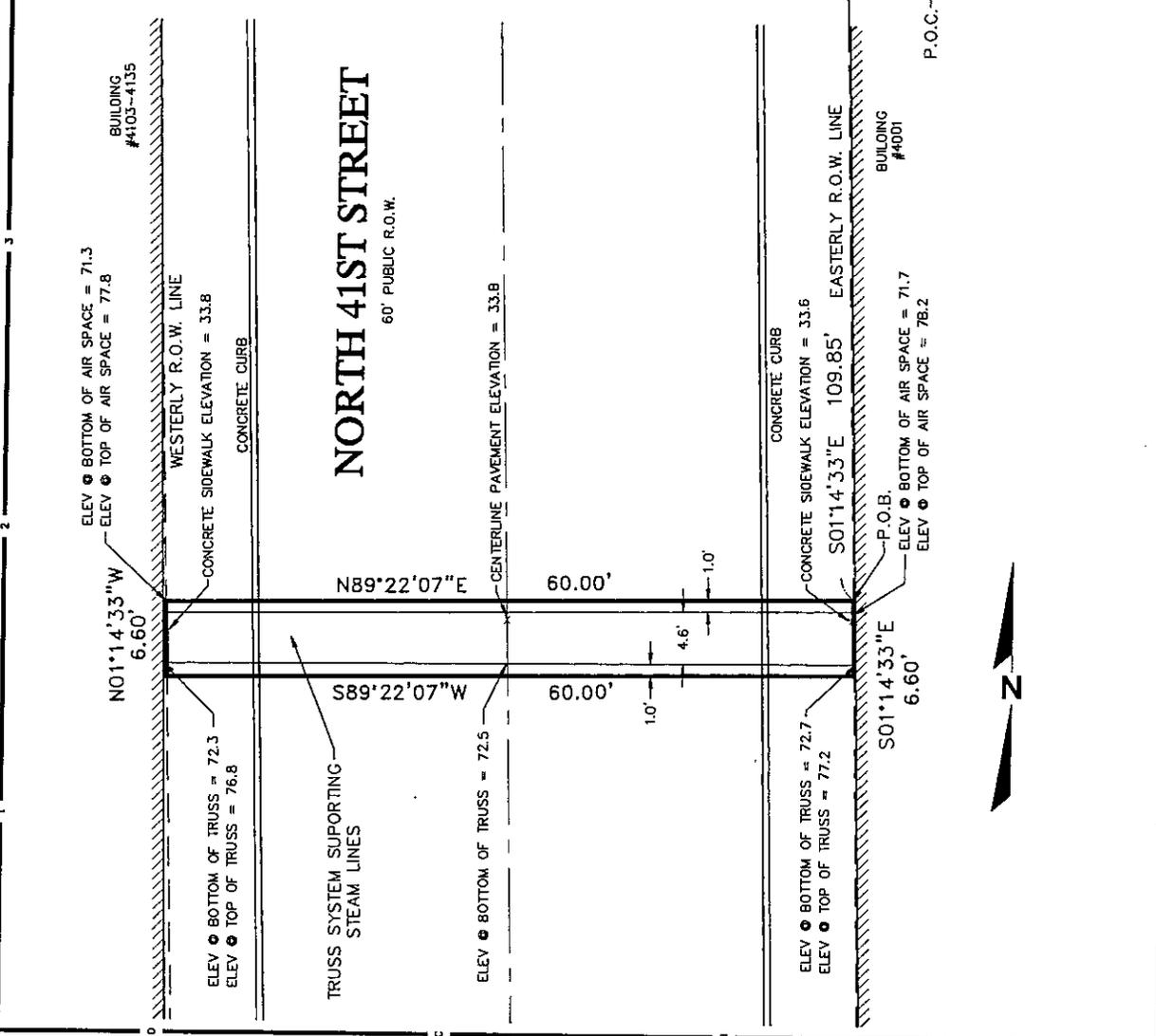
AN AIR SPACE EASEMENT ACROSS NORTH 41ST STREET, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE PRESENT EAST LINE OF NORTH 41ST STREET AND THE PRESENT SOUTH LINE OF WEST STATE STREET; THENCE SOUTH 01°14'33" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH 41ST STREET 1081.85 FEET TO THE POINT OF BEGINNING (GROUND ELEVATION OF 33.6 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.7 FEET, TOP OF AIR SPACE ELEVATION 78.2 FEET) OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 01°14'33" EAST ALONG SAID EASTERLY LINE 6.60 FEET TO A POINT (GROUND ELEVATION OF 33.6 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.7 FEET, TOP OF AIR SPACE ELEVATION 78.2 FEET); THENCE SOUTH 89°22'07" WEST 60.00 FEET TO A POINT ON THE WESTERLY LINE OF NORTH 41ST STREET (GROUND ELEVATION OF 33.8 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.3 FEET, TOP OF AIR SPACE ELEVATION 77.8 FEET); THENCE NORTH 01°14'33" WEST ALONG SAID WESTERLY LINE 6.60 FEET TO A POINT (GROUND ELEVATION OF 33.8 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.3 FEET, TOP OF AIR SPACE ELEVATION 77.8 FEET); THENCE NORTH 89°22'07" EAST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 396 SQ.FT. (0.0091 ACRES). SAID AIR SPACE EASEMENT CONTAINING 2,574 CUBIC FEET MORE OR LESS.

MARCH 21, 2008 OAHLMAN CONSTRUCTION COMPANY SURVEY NO. 164062-AJM

NOTE:
ELEVATIONS ARE BASED ON THE CITY OF MILWAUKEE DATUM

R.A. Smith National
Beyond Surveying
and Engineering
18745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax: 262-707-7373
www.ra-smithnational.com
S:011440233Wg1
S:0101810Eg1001810

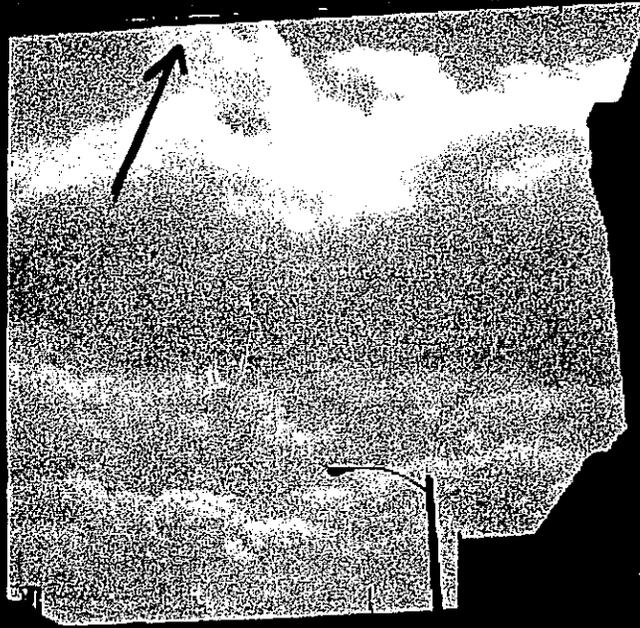


WEST STATE STREET
66' PUBLIC R.O.W.





SP 113



8/16/2004

PIPE BRIDGE

811295

LOOKING UP AND SOUTH ON N 41ST ST AT PIPE
BRIDGE SUPPORTING PIPES FOR THE STEAM
SYSTEM - - NOTE ANOTHER BRIDGE, ENCLOSED
RECENTLY, SEEN AT THE BOTTOM OF THE
PHOTO (871112 BEING CONVERTED TO AN AIR
SPACE LEASE)

COMMON COUNCIL

AGENDA ITEM NO	
COMMITTEE	COUNCIL
4	2

Communication from:

CITY DEPARTMENT BOARD OR COMMISSION



Resolution from Member(s) of the Common Council

Petition, Claim or other communication from the public, etc.

FILE NUMBER 81-1295

Presented BY

Re: Request of Miller Brewing Co. for amendment to special privilege to construct and maintain steam line over N. 41st St. betw. 2 bldgs. on SS of W. State St.

THE CHAIR (By request) --

Communication Only
Introduced on NOV 3 - 1981
and referred to the Committee on

Utilities and Licenses

COMMITTEE ACTIONS

DATE	MOTION ADOPTED	ROLL CALL VOTE / P NOT UNANIMOUS			
		AYES		NOES	
		WARD NO.	TOTAL	WARD NO.	TOTAL
FEB 2 1982	Recommend adoption		14		0

COMMITTEE REPORT

FEB 9 - 1982

DATE

To the Honorable, the Common Council:

Your committee to which was referred the above described matter, reports thereon by recommending that it be

Adopted
 Confirmed

Placed on File
 Indefinitely Postponed

Adoption of Substitute Resolution
 Disallowed & indefinitely Postponed

CHAIRMAN

Countersigned:

COMPTROLLER

ACTION OF THE COMMON COUNCIL

Adopted Under Suspension of Rules
 Committee Report Adopted

FEB 9 1982

DATE

Ayes 14 Noes 0

- APPROVAL OF THE MAYOR -

Submitted to His Honor the Mayor on:

FEB 9 1982

DATE

Robert R. Calhoun
CITY CLERK

Approved on:

FEB 11 1982

DATE

Henry W. Maier
MAYOR

NOTICES SENT TO:

0 0 0 4 2 4 7 0 0 0 1

NAME	ADDRESS	2/7	MEETING DATES		
C.P.W.		✓			
City Engineer		✓			
(100)		✓			
James Keeton - Miller Brewing Co.		✓			
	3939 W. Highland Blvd	✓			

MICROFILM CROSS REFERENCE FOR LARGE DOCUMENTS

183342470003
Dept. CITY CLERK Record Title COMMON COUNCIL FILES
Roll No. 804 Record No. 60-0330
Document No. and/or Description 81-1295 MILLER BREWING
CO. - PASTEURIZER STEAM SYSTEM PLANS (4)

Large size documents or drawings from this file have been microfilmed separately, and will be found on "City Records Over-Sized Drawings."

Roll # 4, Item # 149.

This microfilm is available in the City Records Center.

183342470003

3 0 4 2 4 7 0 0 0 3



Department of Public Works
Bureau of Engineers

Herbert A. Goetsch
Commissioner of Public Works
Donald D. Roehrig
Deputy Commissioner of Public Works
Edwin J. Laszewski, P.E.
City Engineer
Charles E. Joers
Assistant City Engineer

January 26, 1982

To the Utilities and Licenses Committee

Dear Honorable Members:

Returned herewith is Common Council File Number 81-1295, being a request of Miller Brewing Company for an amendment to an existing special privilege adopted November 12, 1935, under Common Council File Number 57095.

The existing special privilege granted permission to Miller Brewing Company to construct and maintain an underground conduit system under and across North 41st Street, approximately 10 feet south of West State Street.

The present request is for the installation and maintenance of an overhead steam system over and across North 41st Street, approximately 79 feet south of West State Street. The steam system, composed of a steel truss supporting two steam lines, will have a minimum vertical clearance of approximately 38 feet.

We do not believe that the installation of the overhead truss system, with the two steam lines, will have an adverse effect on the general use of the public way. We have, therefore, prepared the attached special privilege resolution for your consideration that, if adopted, would grant Miller Brewing Company permission for both the underground and overhead systems to be located in the public way.

Very truly yours:

Edwin J. Laszewski, P.E.
City Engineer

Commissioner of Public Works

Commissioner of Buildings

EJL: OAS: CAW: fw
Attachments

8042470004



MILLER BREWING COMPANY

October 30, 1981

City of Milwaukee Common Council
Office of the City Clerk
Attn: Mr. Richard Lynne
200 East Wells Street
Milwaukee, Wisconsin 53202

Dear Mr. Lynne:

Re: Amendment to Existing Special Privilege

Enclosed are a site plan and drawings for a pasturizer steam system to be installed in our Milwaukee brewery. This system includes the construction of elevated steam lines over North 41st Street between two buildings on the south side of West State Street as indicated in the enclosed drawings.

Please consider this as our request for an amendment to Special Privilege #57095 to construct and maintain this steam line. Should you have any questions or require further information, please contact me.

Very truly yours,

James A. Koester
James A. Koester
Senior Counsel

JAK/je
Enclosures

RECEIVED
MILWAUKEE COMMON COUNCIL
NOV 2 1981
OFFICE OF THE CLERK

B 0 4 2 4 7 0 0 0 5

File Number/81-1295

1 Resolution granting a special privilege to Miller Brewing Company to
2 maintain an existing underground conduit system and to install
3 and maintain an overhead steam line and truss system crossing
4 North 41st Street, south of West State Street, in the 10th
5 Aldermanic District in the City of Milwaukee.

- Analysis -

This resolution rescinds a previous special privilege resolution and grants a new special privilege to maintain an underground conduit system and to install and maintain an overhead steam system crossing North 41st Street, south of West State Street.

6 Whereas, Miller Brewing Company was granted a special privilege
7 under Common Council File Number 57095 on November 12, 1935, to con-
8 struct and maintain an underground conduit system in the public way
9 of North 41st Street, south of West State Street; and

10 Whereas, The grantee is desirous to install an overhead steam
11 line over the public way of North 41st Street, south of West State
12 Street; and

13 Whereas, Said underground and overhead systems may only be
14 permitted by the adoption of a special privilege resolution; now,
15 therefore, be it

16 Resolved, By the Common Council of the City of Milwaukee, that
17 Common Council File Number 57095, granted to Miller Brewing Company,
18 is hereby rescinded; and, be it

19 Further Resolved, By the Common Council of the City of Milwaukee,
20 that Miller Brewing Company is hereby granted the following special
21 privilege:

- 22 1. To maintain an existing underground conduit containing a
23 3-inch steam pipe, a 2 $\frac{1}{2}$ -inch return pipe and a 1-inch water
24 pipe and a conduit containing electrical wires, all located
25 2 feet below and crossing North 41st Street, centered
26 approximately 10 feet south of the south line of West
27 State Street.
- 28 2. To construct and maintain a steel truss system supporting
29 2 steam lines over and crossing North 41st Street. Said
30 truss system with steam lines shall be centered approximately

1 79 feet south of the south line of West State Street, as
2 measured along the east line of North 41st Street. There
3 shall be a minimum vertical clearance of 38 feet from the
4 bottom of the truss to the roadway. Said truss system's
5 outer dimensions are approximately 5 feet wide by 5 feet
6 high and is supported at each end, outside the public way,
7 by the grantee's buildings.

8 The underground and overhead systems shall be designed, constructed
9 and maintained to the approval of the Commissioner of Public Works
10 and the Commissioner of Buildings. The grantee shall procure the
11 necessary permits from the Commissioner of Buildings and shall
12 also procure the necessary permits from the Commissioner of Public
13 Works for work in the public way.

14 and, be it

15 Further Resolved, That this special privilege is granted only on
16 condition that by acceptance of this special privilege the grantee,
17 Miller Brewing Company, a Wisconsin corporation, shall:

- 18 1. Become primarily liable for damages to persons or property
19 by reason of the granting of this special privilege.
- 20 2. File with the City Clerk a bond of a surety company duly
21 incorporated in the State of Wisconsin, or duly licensed
22 to do business in this State, in the sum of \$5,000, such
23 bond to be approved by the City Attorney. The applicant
24 shall also file with the City Clerk a certificate of
25 insurance indicating applicant holds a public liability
26 policy in the sum of at least \$100,000 covering bodily
27 injury to any one person and \$300,000 covering bodily injury
28 to more than one person in any one accident and \$50,000
29 covering property damage to any one owner on the area or
30 areas included within the special privilege and naming the
31 City of Milwaukee as an insured. Both bond and insurance
32 policy shall provide that they shall not be cancelled until
33 after at least thirty days' notice in writing to the City
34 Clerk.
- 35 3. Pay to the City Treasurer the annual fee of \$826.10 as long
36 as such special privilege is maintained.
- 37 4. Whenever this special privilege is discontinued for any reason
38 whatsoever, not only remove all construction work executed
39 pursuant to this special privilege, but shall also restore to
40 its former condition and to the approval of the Commissioner of
41 Public Works any curb, pavement or other public improvement which
42 was removed, changed or disturbed by reason of the granting of
43 this special privilege.

0 0 1 2 4 7 0 0 0 7

- 1 5. Waive the right to contest in any manner the validity of
- 2 Section 66.045 of the Wisconsin Statutes (1977), or the
- 3 amount of the annual fixed fee amounting to the sum of
- 4 \$826.10 per annum payable on or before July 1st of each
- 5 year.

- 6 6. Put this special privilege into use within one year after
- 7 approval by the Common Council of the City of Milwaukee;
- 8 failing to do so in the time specified, the Commissioner of
- 9 Buildings shall have the authority to seek, by resolution,
- 10 revocation of said special privilege.

Bureau of Engineers
EJL:OAS:CAW:fw
January 26, 1982

FILE NO. 81-1295

CITY OF MILWAUKEE - OFFICE OF THE CITY CLERK

CC-170

FISCAL NOTE

Resolution granting a special privilege to Miller Brewing Co. to maintain an existing underground conduit system and to install and maintain an overhead steam line and truss system crossing N. 41st St., south of W. State St.

	NECESSARY EXPENDITURES		ANTICIPATED SAVINGS		
	CURRENT YEAR	NEXT YEAR	CURRENT YEAR	NEXT YEAR	
I DEPARTMENTAL ACCOUNTS	SALARIES & WAGES				
	SUPPLIES, MATERIALS & SERVICES				
	EQUIPMENT (Additional & Replacement)				
	OTHER				
II NON- DEPARTMENTAL ACCOUNTS	PERMANENT IMPROVEMENT				
	CONTINGENT FUND				
	PENSION FUNDS				
	CITY DEBT				
	OTHER				
TOTAL (I and II above)		\$6.81	\$4.04	None	None

	DECREASES		INCREASES		
	CURRENT YEAR	NEXT YEAR	CURRENT YEAR	NEXT YEAR	
III REVENUES	GENERAL				
	OTHER				
TOTAL (III)		None	None	\$826.10	\$826.10

IV A. CAN THE EXPENDITURES (EXCEPT FOR CONTINGENT FUND ITEMS) SHOWN FOR CURRENT YEAR UNDER II ABOVE BE ABSORBED BY EXISTING BUDGET ACCOUNTS? YES NO NOT APPLICABLE

B. CAN THE EXPENDITURES SHOWN FOR CURRENT YEAR ABOVE BE MADE BY ADOPTION OF THE ATTACHED RESOLUTION OR ORDINANCE WITHOUT THE NEED FOR FURTHER COMMON COUNCIL OR BOARD OF ESTIMATES APPROVAL? YES NO NOT APPLICABLE

V LONG RANGE EFFECT (INCLUDE ANY FISCAL IMPACT EXTENDING BEYOND THE YEARS COVERED IN I THROUGH III ABOVE)
 CHECK HERE IF NOT APPLICABLE

There will be an annual cost to the department for the annual billing of this special privilege. There will be an initial inspection to see if the installation was made. There will be an annual fee of \$826.10 until this special privilege no longer exists.

VI COMMENTS
 (INCLUDE ANY ASSUMPTIONS UPON WHICH THE ABOVE FISCAL ESTIMATES ARE BASED AND ANY OTHER APPLICABLE EXPLANATIONS)

CHECK HERE IF NOT APPLICABLE

Average cost of inspection, includes administrative costs \$6.81
 Average cost of inspection, less administrative cost 4.04
 Administration Cost \$2.77

VII ESTIMATE MADE BY: DEPT. OR BUREAU
 Dept. of Bldg. Insp. and Safety Engineering

SIGNATURE & TITLE
James J. Dawson
 Administrator - Building Code Appeals

DATE
 1-26-32

Attach communications, reports, etc. here

3 0 4 2 4 7 0 0 0 9

Attach resolution and fiscal note here

JK

JK

Attach resolution and fiscal note here

FISCAL NOTE NOT REQUIRED. SPECIFIC EXEMPTION IS PROVIDED BY COMMON COUNCIL RESOLUTION

Signature:

Date:

Tally Sheet Numbers

62

Petitioner

BT 113

Certified Copy of Resolution

FILE NUMBER 81-1296

Resolution granting a special privilege to Miller Brewing Company to maintain an existing underground conduit system and to install and maintain an overhead steam line and truss system crossing North 41st Street, south of West State Street, in the 10th Aldermanic District of the City of Milwaukee.

Whereas, Miller Brewing Company was granted a special privilege under Common Council File Number 57095 on November 12, 1935, to construct and maintain an underground conduit system in the public way of North 41st Street, south of West State Street; and

Whereas, The grantee is desirous to install an overhead steam line over the public way of North 41st Street, south of West State Street; and

Whereas, Said underground and overhead systems may only be permitted by the adoption of a special privilege resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Common Council File Number 57095, granted to Miller Brewing Company, is hereby rescinded; and, be it

Further Resolved, By the Common Council of the City of Milwaukee, that Miller Brewing Company is hereby granted the following special privilege:

1. To maintain an existing underground conduit containing a 3-inch steam pipe, a 2½-inch return pipe and a 1-inch water pipe and a conduit containing electrical wires, all located 2 feet below and crossing North 41st Street, centered approximately 10 feet south of the south line of West State Street.

2. To construct and maintain a steel truss system supporting 2 steam lines over and crossing North 41st Street. Said truss system with steam lines shall be centered approximately 79 feet south of the south line of West State Street, as measured along the east line of North 41st Street. There shall be a minimum vertical clearance of 38 feet from the bottom of the truss to the roadway. Said truss system's outer dimensions are approximately 5 feet wide by 5 feet high and is supported at each end, outside the public way, by the grantee's buildings.

The underground and overhead systems shall be designed, constructed and maintained to the approval of the Commissioner of Public Works and the Commissioner of Buildings. The grantee shall procure the necessary permits from the Commissioner of Buildings and shall also procure the necessary permits from the Commissioner of Public Works for work in the public way.

and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Miller Brewing Company, a Wisconsin corporation, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.

2. File with the City Clerk a bond of a surety company duly incorporated in the State of Wisconsin, or duly licensed to do business in this State, in the sum of \$5,000; such bond to be approved by the City Attorney. The applicant shall also file with the City Clerk a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$100,000 covering bodily injury to any one person and \$300,000 covering bodily injury to more than one person in any one accident and \$50,000 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. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.

3. Pay to the City Treasurer the annual fee of \$826.10 as long as such special privilege is maintained.

4. Whenever this special privilege is discontinued for any reason whatsoever, 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 any curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege.

5. Waive the right to contest in any manner the validity of Section 66.045 of the Wisconsin Statutes (1977), or the amount of the annual fixed fee amounting to the sum of \$826.10 per annum 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 Buildings shall have the authority to seek, by resolution, revocation of said special privilege.

Adopted

August 28, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following air and subterranean space leases on August 26, 2009. All of the following leases are being requested by MillerCoors LLC for tunnels and overhead structures located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090234 grants an air space lease for encroachment of a pipe bridge crossing North 41st Street at a point approximately 110 feet south of West State Street.

File No. 030896 grants an air space lease for encroachment of an enclosed pipe bridge crossing North 41st Street at a point approximately 367 feet south of West State Street.

File No. 090466 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 231 feet east of North 41st Street.

File No. 090463 grants a subterranean space lease for encroachment of a tunnel crossing North 41st Street at a point approximately 194 feet south of West State Street.

File No. 090464 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 116 feet east of North 41st Street.

Please note that there are two additional tunnels owned by MillerCoors LLC in the vicinity of the aforementioned structures that will be heard at a future meeting of the Air and Subterranean Space Lease Committee.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Willie L. Hines, Jr.
City Plan Commission

AIRSPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 113 – CCFN 811295)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-0028-110 & 387-0014-110

Parcel Identification Number (PIN)

**AIRSPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 113 – CCFN 811295)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(3), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors airspace to maintain an existing truss system supporting two steam lines with outer dimensions of approximately five feet wide by five feet high and minimal vertical clearance of 38 feet from the roadway (the “Improvement”), over and crossing North 41st Street approximately 110 feet south of the south line of West State Street and more particularly described as follows:

An air space easement across North 41st Street, being a part of the southwest ¼ of the northwest ¼ of section 25, town 7 north, range 21 east, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present east line of North 41st street and the present south line of West State Street; thence south 01°14’33” east along the easterly right of way line of North 41st Street 109.85 feet to the point of beginning (ground elevation of 33.6 feet, bottom of air space elevation of 71.7 feet, top of air space elevation 78.2 feet) of lands to be described; thence

continuing south 01°14'33" east along said easterly line 6.60 feet to a point (ground elevation of 33.6 feet, bottom of air space elevation of 71.7 feet, top of air space elevation 78.2 feet); thence south 89°22'07" west 60.00 feet to a point on the westerly line of North 41st Street (ground elevation of 33.8 feet, bottom of air space elevation of 71.3 feet, top of air space elevation 77.8 feet); thence north 01°14'33" west along said westerly line 6.60 feet to a point (ground elevation of 33.8 feet, bottom of air space elevation of 71.3 feet, top of air space elevation 77.8 feet); thence north 89°22'07" east 60.00 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").
3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$25 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").
4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.
5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.
6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect, which plans and specifications shall specifically provide for the prevention of ice accumulation on the Improvement and methods by which pigeons and other birds will be prevented or discouraged from roosting or nesting on or near the Improvement. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.
7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out

of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however, designated of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(3), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):

City Engineer, City of Milwaukee

Department of Public Works, Infrastructure Services Division

841 North Broadway, Room 701

Milwaukee, WI 53202

For MillerCoors (Lessee):

MillerCoors, LLC

250 South Wacker Drive, Suite 800

Chicago, IL 60606

Attn: General Counsel

With a copy to:

MillerCoors, LLC

3939 West Highland Boulevard

P.O. Box 482

Milwaukee, WI 53208

Attn: Plant Manager

18. Signs. MillerCoors currently maintains certain signs in or on the Improvement occupying the leased premises which are readable from the street. No new or additional signs shall be attached to or placed on the exterior of the Improvement at any time without permission of the Commissioner of Public Works.

AIR SPACE EASEMENT EXHIBIT FOR TRUSS SYSTEM SUPPORTING STEAM LINES

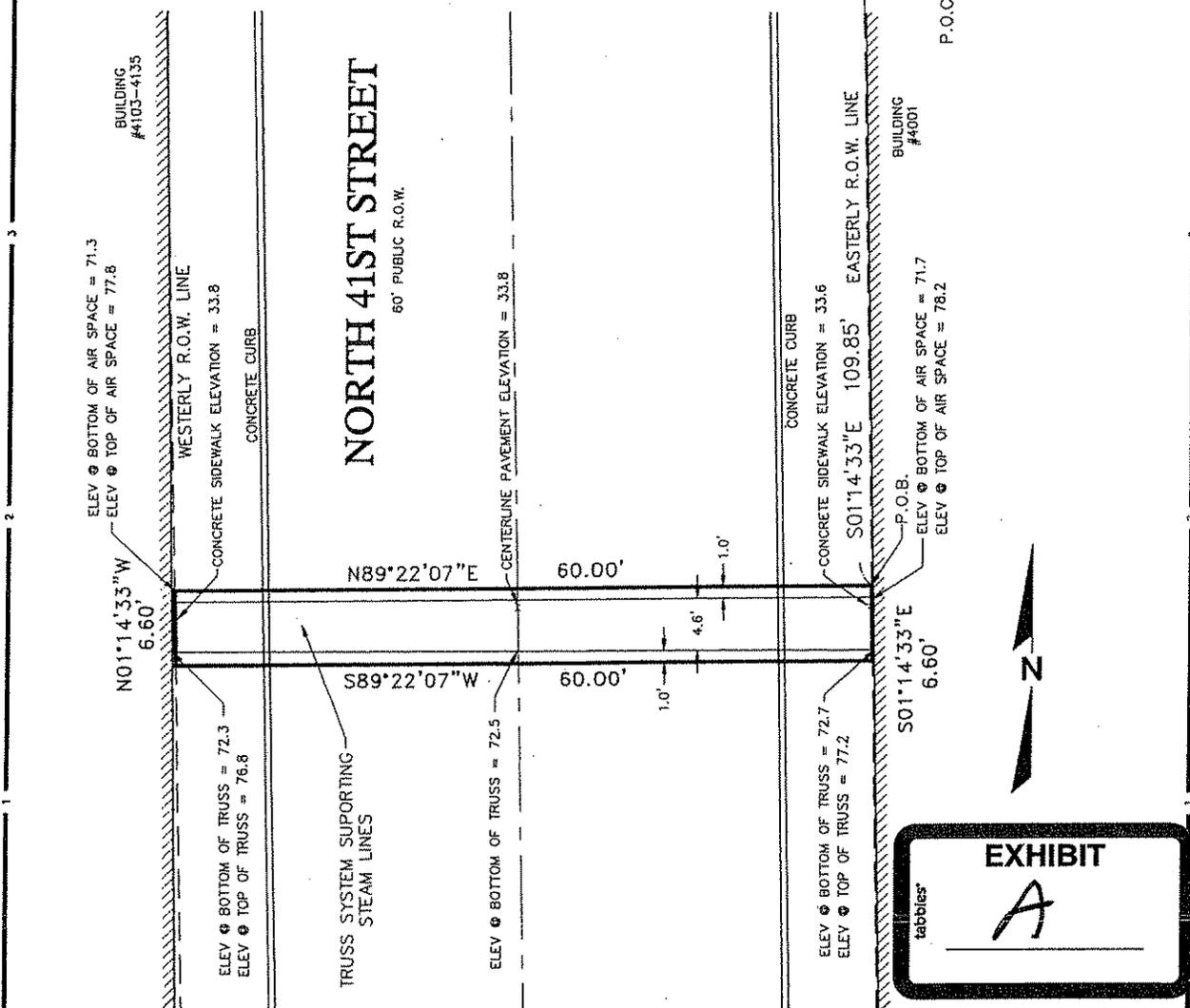
SITUATED IN NORTH 41ST STREET, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

AN AIR SPACE EASEMENT ACROSS NORTH 41ST STREET, BEING A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 21 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE PRESENT EAST LINE OF NORTH 41ST STREET AND THE PRESENT SOUTH LINE OF WEST STATE STREET; THENCE SOUTH 01°14'33" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH 41ST STREET 109.85 FEET TO THE POINT OF BEGINNING (GROUND ELEVATION OF 33.6 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.7 FEET, TOP OF AIR SPACE ELEVATION 78.2 FEET) OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 01°14'33" EAST ALONG SAID EASTERLY LINE 6.60 FEET TO A POINT (GROUND ELEVATION OF 33.6 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.7 FEET, TOP OF AIR SPACE ELEVATION 78.2 FEET); THENCE SOUTH 89°22'07" WEST 60.00 FEET TO A POINT ON THE WESTERLY LINE OF NORTH 41ST STREET (GROUND ELEVATION OF 33.8 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.3 FEET, TOP OF AIR SPACE ELEVATION 77.8 FEET); THENCE NORTH 01°14'33" WEST ALONG SAID WESTERLY LINE 6.60 FEET TO A POINT (GROUND ELEVATION OF 33.8 FEET, BOTTOM OF AIR SPACE ELEVATION OF 71.3 FEET, TOP OF AIR SPACE ELEVATION 77.8 FEET); THENCE NORTH 89°22'07" EAST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 396 SQ.FT. (0.0091 ACRES). SAID AIR SPACE EASEMENT CONTAINING 2,574 CUBIC FEET MORE OR LESS.

MARCH 21, 2008 DAHLMAN CONSTRUCTION COMPANY SURVEY NO. 164062-A4M

NOTE: ELEVATIONS ARE BASED ON THE CITY OF MILWAUKEE DATUM



WEST STATE STREET
66' PUBLIC R.O.W.

R.A. Smith National
Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield, WI 53005
262-781-1000 Fax: 262-781-7373
www.ra-smith-national.com

8-31-06-03-04
EXT 01810-04-00001819



(Existing SP 113)

EXHIBIT

A

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090234

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting an airspace space lease to MillerCoors, LLC to occupy and maintain an existing steel truss system supporting two steam lines over and crossing North 41st Street approximately 110 feet south of the south line of West State Street in the 15th Aldermanic District, replacing and superseding existing Special Privilege No. 113 (Common Council File No. 811295).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$25.00	
TOTALS				\$25.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$25.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090234 grants an air space lease to MillerCoors, LLC for an overhead structure crossing North 41st Street south of West State Street, in the 15th Aldermanic District.

In accordance with state law, this file will grant an air space lease to MillerCoors, LLC for an existing pipe bridge crossing over North 41st Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090463 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 7/28/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting a subterranean space lease to MillerCoors LLC to occupy and maintain an existing underground tunnel across North 41st Street in the vicinity of 857 N. 41st Street in the 15th Aldermanic District of the City of Milwaukee, replacing and superseding existing Special Privilege No. 427 (Common Council File No. 503586).

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Cover Letter, Subterranean Space Lease and Drawings, Copy of File Number 50-3586, Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.pdf, Lease, Fiscal note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090463

Version

SUBSTITUTE 1

Reference

503586

Special Privilege 427

Sponsor

THE CHAIR

Title

A substitute ordinance granting a subterranean space lease to MillerCoors LLC to occupy and maintain an existing underground tunnel across North 41st Street in the vicinity of 857 N. 41st Street in the 15th Aldermanic District of the City of Milwaukee, replacing and superseding existing Special Privilege No. 427 (Common Council File No. 503586).

Analysis

This ordinance will grant a subterranean space lease to MillerCoors LLC to continue occupying and maintaining an existing tunnel beneath North 41st Street in the vicinity of 857 N. 41st Street in the City of Milwaukee. The lease will replace and supersede Special Privilege No. 427 (Common Council File No. 503586) previously granted for the tunnel.

Body

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

Part 1. FINDINGS. In accordance with the provisions of § 66.0915(4) Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors LLC for an underground tunnel crossing North 41st Street, approximately six feet wide by six feet high, said tunnel being approximately 194 feet south of West State Street, and the Common Council of the City of Milwaukee hereby finds that such subterranean space is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090463 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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
CA
Drafter
TDM/tdm
1029-2008-2423:148502
7/29/2009

City of
Milwaukee
Development Center



809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

June 8, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing special privilege #427 for an underground tunnel approximately 6' wide and 6' high, the center line of said tunnel being 190' 6" south of C/L of W State St.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Brian Randall

City of
Milwaukee
Development Center

Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date June 4, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,

(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)

respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3) and (4) of the Wisconsin Statutes, that the following space lease be granted:

Subterranean Space Lease for existing Special Privilege (No. 427) structure consisting of an underground tunnel

approximately 6 feet wide and 6 feet high, the center line of said tunnel being 190 feet, 6 inches south of the center line of West State Street

of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns the property on the east and west sides of North 41st Street from State Street to Bluemound Road including Lot 1, Block 4 and Lot 8, Block 2 in Assessor's Plat No. 124 being a part of the NW one-quarter of Section 25 Township 7 North Range 21 East

also known by street and number as 4001 West Street Street (Bldg. 19) and 4103 West State Street (Bldg. 23) which property is located on both sides of that portion of the (street, ~~the~~XXXXXXXXXXXX) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4), Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of Milwaukee.

Signature Brian C. Randall Brian C. Randall, Agent

Address 330 East Kilbourn Avenue, Suite 1250 (53202)

Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

SUBSURFACE EASEMENT EXHIBIT TUNNEL BELOW NORTH 41ST STREET

Situated in North 41st street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across North 41st street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence South 01°15'32" East along the Easterly right of way line of North 41st street 193.69 feet to the point of beginning of lands to be described; thence continuing South 01°15'32" East along said Easterly line 10.00 feet to a point; thence South 85°43'30" West 60.08 feet to a point on the Westerly line of North 41st street; thence North 01°15'32" West along said Westerly line 10.00 feet to a point; thence North 85°43'30" East 60.08 feet to the point of beginning.

Containing 600 sq.ft. (0.014 acres).

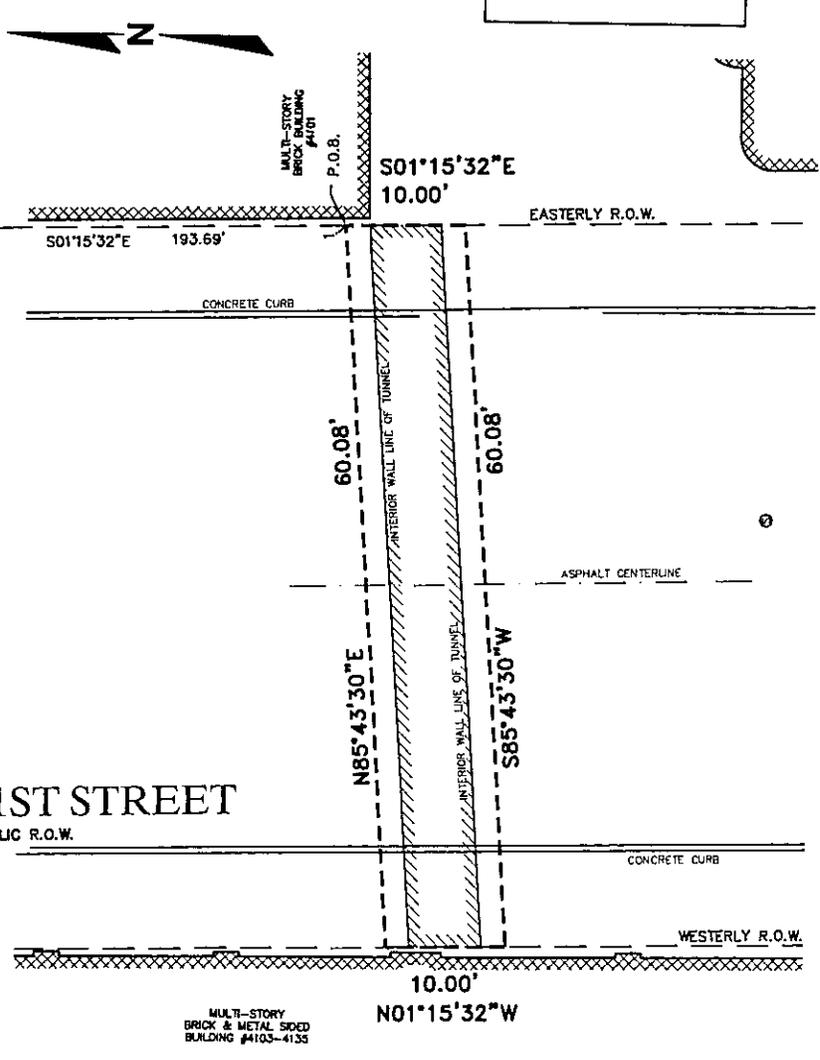
February 19, 2009

Miller Coors
Survey no. 163997-ajm

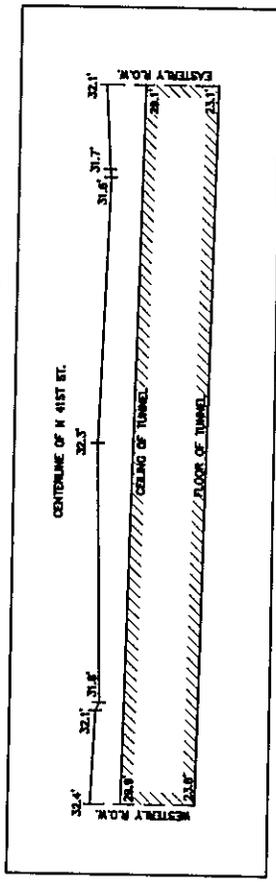
Notes:
Elevations are based on the City of Milwaukee datum

W. STATE ST.
65' PUBLIC R.O.W.

NORTH 41ST STREET
60' PUBLIC R.O.W.



PROFILE OF SUBSURFACE TUNNEL LOOKING NORTH



R.A. Smith National, Inc.
*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

S:163997ajm.dwg
EX0009.dwg EX101016

SHEET 1 OF 1

(Existing SP 427)

R.A. Smith National, Inc.



SP 427

Certified Copy of Resolution

FILE NUMBER 50-3586

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to construct and maintain an underground tunnel across N. 41st Street in the vicinity of 857 N. 41st Street in the 16th Ward of the City of Milwaukee.

Resolved, By the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege of con-

structing and maintaining an underground tunnel approximately 6 feet wide and 6 feet high, in and across N. 41st Street. The center line of the tunnel is to be about 190 feet 6 inches south of the south line of W. State Street. Said tunnel will connect Lot 1 in Block 4 and Lot 8 in Block 2 in Assessor's Plat No. 124 in the N.W. $\frac{1}{4}$ of Section 25, Township 7 north, Range 21 east. The cost of altering water mains, sewers, or any other city facilities to be borne by the applicant. The plans for said tunnel are to be approved by the Commissioner of Public Works and the Inspector of Buildings and a deposit made for altering city facilities before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 dollars (\$3000.00) with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One hundred Eight and no/100 dollars (\$108.00) as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, its successors or assignees waive the right to contest

- (a) In any manner, the validity of Section 66.045 Wisconsin Statutes;
- (b) The annual compensation amounting to the sum of One Hundred Eight and no/100 dollars (\$108.00) per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

- (1) Shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) Shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Adopted.

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to construct and maintain an underground tunnel across North 41 Street in the vicinity of 857 North 41 Street in the 16th Ward of the City of Milwaukee.

RESOLVED, By the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege of constructing and maintaining an underground tunnel approximately 6 feet wide and 6 feet high, in and across North 41 Street. The center line of the tunnel is to be about 190 feet 6 inches south of the south line of West State Street. Said tunnel will connect Lot 1 in Block 4 and Lot 8 in Block 2 in Assessor's Plat No. 124 in the N.W. 1/4 of Section 25, Township 7 North, Range 21 East. The cost of altering water mains, sewers, or any other city facilities to be borne by the applicant. The plans for said tunnel are to be approved by the Commissioner of Public Works and the Inspector of Buildings and a deposit made for altering city facilities before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 dollars (\$3000.00) with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One hundred Eight and no/100 dollars (\$108.00) as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, its successors or assignees waive the right to contest

- (a) In any manner, the validity of Section 66.045 Wisconsin Statutes;
- (b) The annual compensation amounting to the sum of One Hundred Eight and no/100 dollars (\$108.00) per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

- (1) Shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) Shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

April 17, 1951

To the Honorable, the Common Council
Committee on Streets-Alleys-Sewers

Gentlemen:

We have reviewed the request of the Miller Brewing Company for a special privilege to construct and maintain an underground tunnel across N. 41st Street in the vicinity of 857 N. 41st Street, and recommend that the special privilege as outlined in file number 50-3586 be granted.

Very truly yours,

Walter M. Swistlik
Commissioner of Public Works

Leon M. Garde
Inspector of Buildings

ELK/ms

COPY

August 28, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following air and subterranean space leases on August 26, 2009. All of the following leases are being requested by MillerCoors LLC for tunnels and overhead structures located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090234 grants an air space lease for encroachment of a pipe bridge crossing North 41st Street at a point approximately 110 feet south of West State Street.

File No. 030896 grants an air space lease for encroachment of an enclosed pipe bridge crossing North 41st Street at a point approximately 367 feet south of West State Street.

File No. 090466 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 231 feet east of North 41st Street.

File No. 090463 grants a subterranean space lease for encroachment of a tunnel crossing North 41st Street at a point approximately 194 feet south of West State Street.

File No. 090464 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 116 feet east of North 41st Street.

Please note that there are two additional tunnels owned by MillerCoors LLC in the vicinity of the aforementioned structures that will be heard at a future meeting of the Air and Subterranean Space Lease Committee.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Willie L. Hines, Jr.
City Plan Commission

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 427 – CCFN 503586)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-0028-110 & 387-0014-110

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 427 – CCFN 503586)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. **Description.** The City hereby leases MillerCoors subterranean space to maintain an existing underground tunnel across North 41st Street approximately six feet wide and six feet high (the “Improvement”), the center line of the underground tunnel being approximately 194 feet south of West State Street and more particularly described as follows:

A subsurface easement across North 41st Street, being a part of the Southwest ¼ of the Northwest ¼ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st Street and the present South line of West State Street; thence South 1°15’32” East along the Easterly right of way line of North 41st Street 193.69 feet to the point of beginning of lands to be described; thence continuing South 1°15’32” East along said Easterly line 10.00 feet to a point; thence South 85°43’30” West 60.08

feet to a point on the Westerly line of North 41st Street; thence North 1°15'32" West along said Westerly line 10.00 feet to a point; thence North 85°43'30" East 60.08 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").

3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$40 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").

4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.

5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.

6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.

7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple

claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease

provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however designated, of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(4), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ____ day of _____, 200____, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 200 ____.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 200____, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW NORTH 41ST STREET

Situated in North 41st street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across North 41st street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence South 01°15'32" East along the Easterly right of way line of North 41st street 193.69 feet to the point of beginning of lands to be described; thence continuing South 01°15'32" East along said Easterly line 10.00 feet to a point; thence South 85°43'30" West 60.08 feet to a point on the Westerly line of North 41st street; thence North 01°15'32" West along said Westerly line 10.00 feet to a point; thence North 85°43'30" East 60.08 feet to the point of beginning.

Containing 600 sq.ft. (0.014 acres).

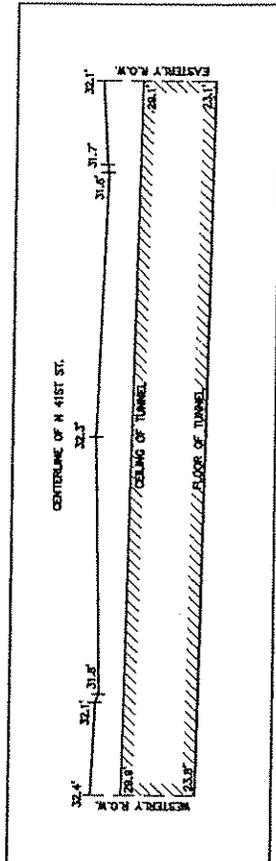
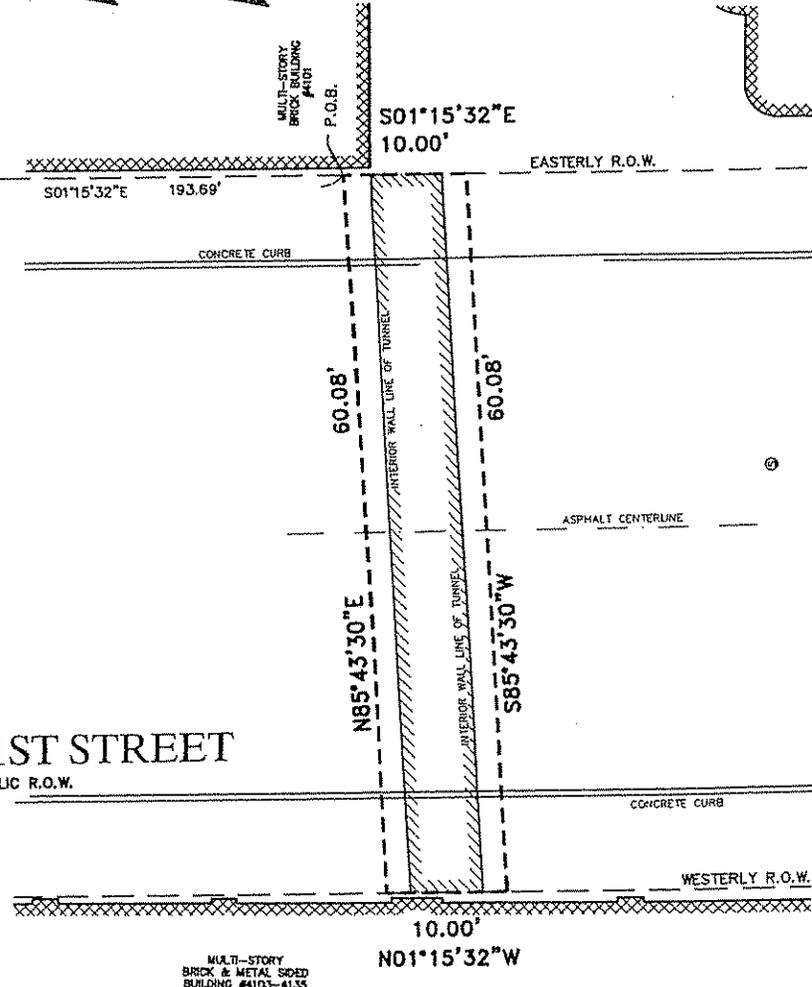
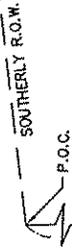
February 19, 2009

Miller Coors

Survey no. 103997-qjn

Note:
Elevations are based on the City of Milwaukee datum

W. STATE ST.
66' PUBLIC R.O.W.



R.A. Smith National, Inc.
Beyond Surveying
and Engineering

16745 W. Blenheim Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

S-3169726-01
EX000806-01-01/01/01

SHEET 1 OF 1

EXHIBIT

A



(Existing SP 427)

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090463

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting a subterranean space lease to MillerCoors LLC to occupy and maintain an existing underground tunnel across North 41st Street in the vicinity of 857 North 41st Street in the 15th Aldermanic District, replacing and superseding existing Special Privilege No. 427 (Common Council File No. 503586).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$40.00	
TOTALS				\$40.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$40.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090463 grants a subterranean space lease to MillerCoors LLC to occupy and maintain an existing underground tunnel across North 41st Street in the vicinity of 857 N. 41st Street in the 15th Aldermanic District of the City of Milwaukee, replacing and superseding existing Special Privilege No. 427 (Common Council File No. 503586).

In accordance with state law, this file will grant a subterranean space lease to MillerCoors, LLC for an existing tunnel crossing under North 41st Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090464 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 7/28/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 369 (Common Council File No. 503587).

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Cover Letter, Subterranean Space Lease and Drawings, Copy of File Number 50-3587, Air & Subterranean Space Leases MillerCoors Ltr 8.26.09.pdf, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090464

Version

SUBSTITUTE 1

Reference

503587

Special Privilege 369

Sponsor

THE CHAIR

Title

A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 369 (Common Council File No. 503587).

Analysis

In accordance with state law, this ordinance will grant a subterranean space lease to MillerCoors, LLC to continue occupying and maintaining an existing underground tunnel across and beneath West State Street in the vicinity of 4002 W. State Street, approximately 116 feet east of North 41st Street. The lease will replace and supersede Special Privilege No. 369 (Common Council File No. 503587) previously granted for this tunnel.

Body

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

Part 1. FINDINGS. In accordance with the provisions of § 66.0915(4), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors, LLC for an underground tunnel across and beneath West State Street in the vicinity of 4002 W. State Street consisting of a tunnel approximately six feet wide and seven feet high, approximately 116 feet east of North 41st Street, and the Common Council of the City of Milwaukee hereby finds that such subterranean space is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090464 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

- - -

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

CA

Drafter

TDM/tdm

1029-2008-2423:148505

7/29/2009

City of
Milwaukee
Development Center



809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

June 8, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing special privilege #369 for an underground tunnel approximately 6' wide and 7' high, the center line of which is about 9' 6" east of the tunnel constructed under Special Privilege #308, across and beneath W State St in the vicinity of 4002 W State St.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,



Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Brian Randall



Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date June 4, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,
(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3)
and (4) of the Wisconsin Statutes, that the following space lease be granted:

Subterranean Space Lease for existing Special Privilege (No. 369) structure consisting of an underground tunnel
approximately 6 feet wide and 7 feet high, the center line of which is about 9 feet 6 inches east of the center line of the tunnel
constructed under Special Privilege No. 308, across and beneath West State Street in the vicinity of 4002 West State Street
of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the
proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns the property on the north and south sides of West State Street

also known by street and number as 4001 West State Street (Bldg. 15) and 3930 West State Street (Bldg. 26)
which property is located on both sides of that portion of the (street/alley XXXXXXXXXXXX) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the
petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4),
Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City
of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be
served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of
Milwaukee.

Signature Brian C. Randall Brian C. Randall, Agent

Address 330 East Kilbourn Avenue, Suite 1250 (53202)

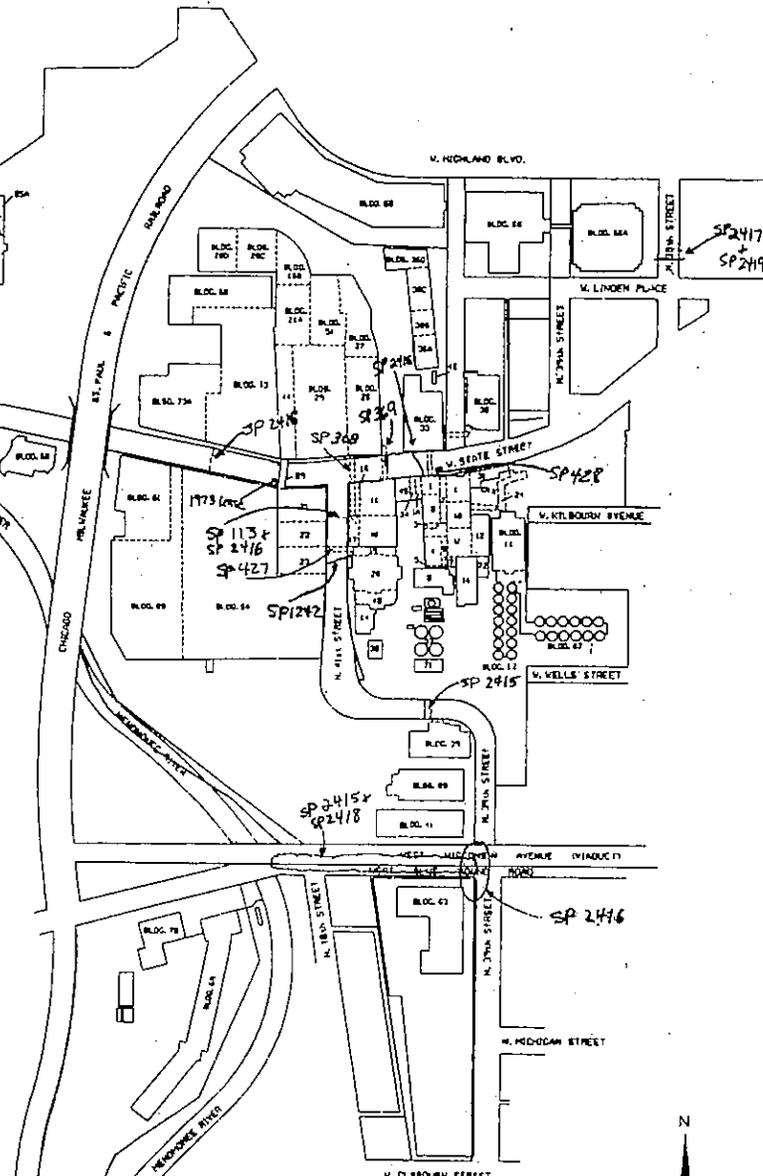
Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

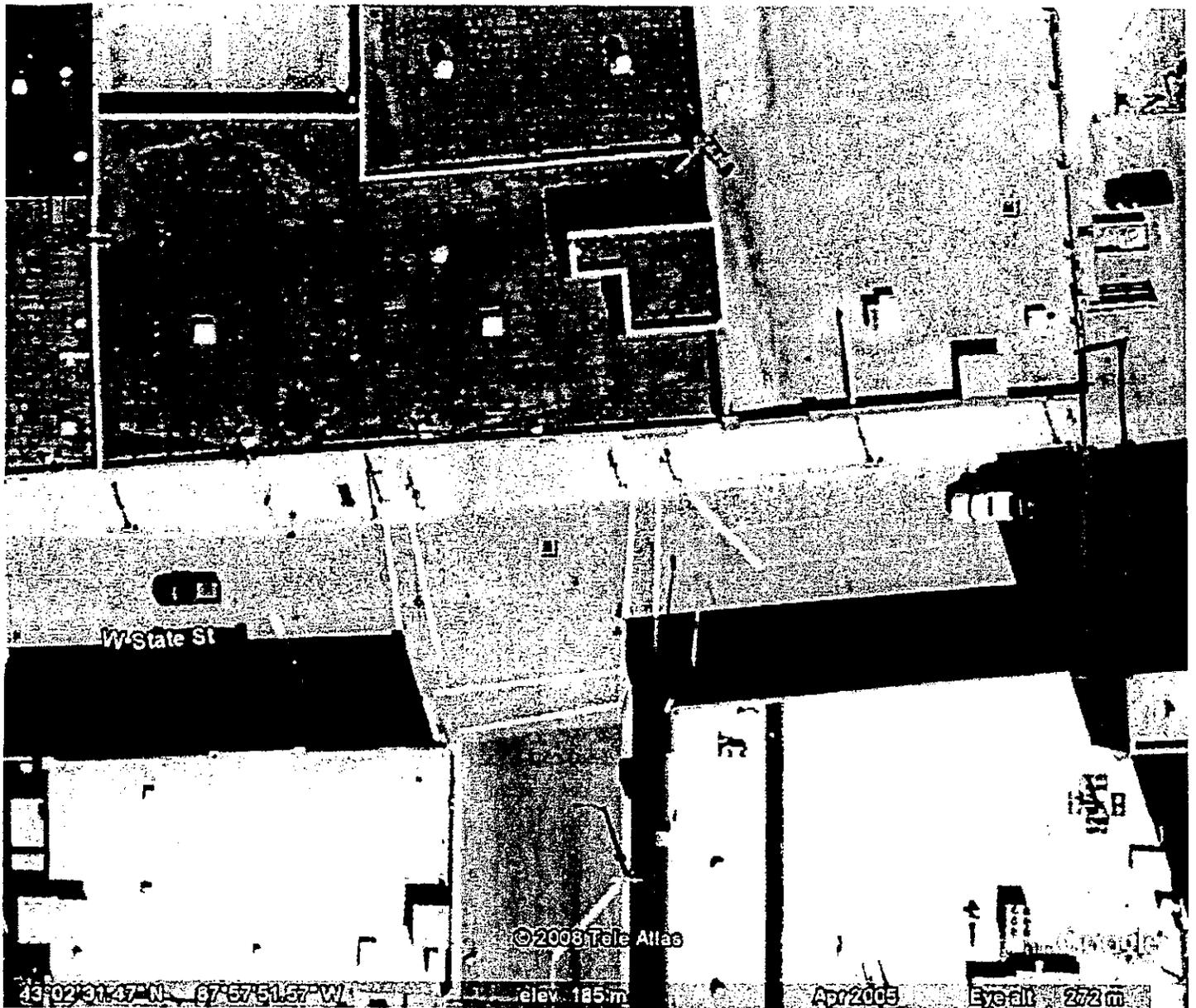
BUILDING LEGEND	
1	ENGINE ROOM AND COOLER BLDG.
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100	ENGINE ROOM



MILLER BREWING COMPANY
MILWAUKEE PLANT
FACILITY LAYOUT

SCALE
1" = 100' 200' 300'
APPROXIMATE 1"=150'

DATE: JUNE 28, 1968

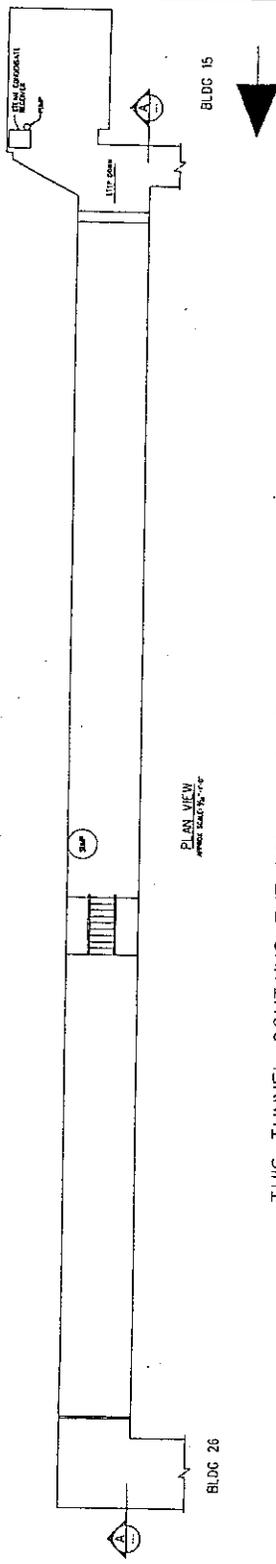


W State St

© 2008 Tele Atlas

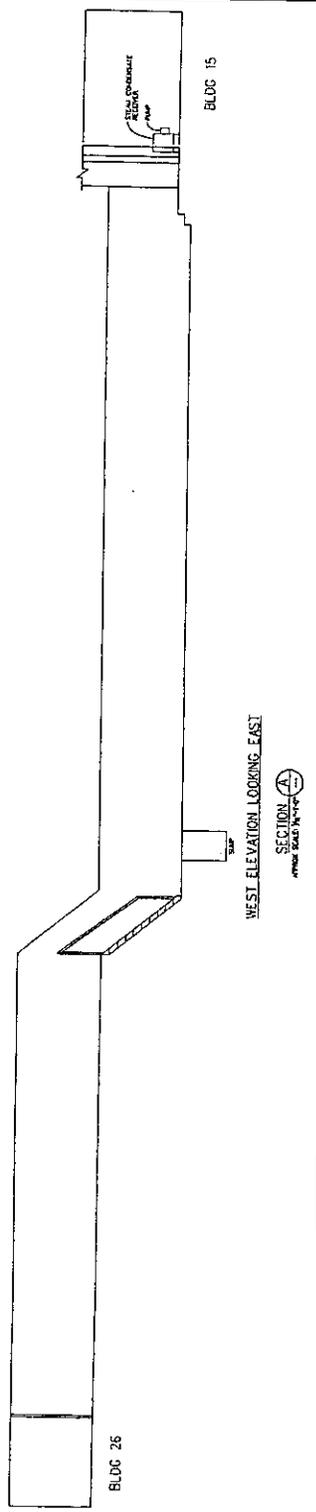
43°02'31.47"N 67°57'51.57"W elev. 185 m Apr 2003 Eye alt. 272 m

SP 369



THIS TUNNEL CONTAINS THE FOLLOWING UTILITIES AND PROCESSES

- 2 1/2" STEAM CONDENSATE
- 4" LOOP 3 SUPPLY
- 4" LOOP 1 RETURN
- 4" LOOP 2 SUPPLY
- 1/2" ELECTRICAL CONDUIT
- 7/8" ELECTRICAL CONDUIT
- 6" LOOP 1 SUPPLY
- 7/8" ELECTRICAL CONDUIT
- 3" 4000V ELECTRICAL CONDUIT
- 1" ELECTRICAL CONDUIT
- 20" 12 LB STEAM
- 4" LOOP 9
- 1 1/2" DISCHARGE LINE FROM SLUMP



DESIGNER DATE CHECKED DATE SCALE SHEET NO.	PROJECT NO. PROJECT NAME DRAWING NO.	TRADE ENGINEERING INCORPORATED	135 East Chicago Street Milwaukee, Wisconsin 53202 (414) 221-8840 FAX: 291-8841	MILLER BREWING COMPANY MILWAUKEE PLANT TUNNEL CONNECTING BLDG 15 AND BLDG 26	SHEET NO. TOTAL SHEETS DATE SCALE
DESIGNER DATE CHECKED DATE SCALE SHEET NO.	PROJECT NO. PROJECT NAME DRAWING NO.	TRADE ENGINEERING INCORPORATED	135 East Chicago Street Milwaukee, Wisconsin 53202 (414) 221-8840 FAX: 291-8841	MILLER BREWING COMPANY MILWAUKEE PLANT TUNNEL CONNECTING BLDG 15 AND BLDG 26	SHEET NO. TOTAL SHEETS DATE SCALE

SP 369

Certified Copy of Resolution

FILE NUMBER 50-3587

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to

construct and maintain an underground tunnel across W. State Street in the vicinity of 4002 W. State Street, in the 15th Ward of the City of Milwaukee.

Resolved, By the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege of constructing and maintaining an underground tunnel approximately 6 feet wide and 7 feet high, in and across W. State Street. The center line of the tunnel is to be about 9 feet 6 inches east of the center line of the tunnel constructed under the special privilege granted on July 8, 1946 under Common Council File No. 83999-a. Said tunnel will connect Lot 8 in Block 2 and Lot 3 in Block 1 in Assessor's Plat No. 124 in the N.W. ¼ of Section 25, Township 7 north, Range 21 east. The cost of altering water mains, sewers, or any other city facilities is to be borne by the applicant. The plans for said tunnel are to be approved by the Commissioner of Public Works and the Inspector of Buildings and a deposit made for altering city facilities before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 dollars (\$3000.00) with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One Hundred Thirty-Eight and 60/100 dollars (\$138.60) as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, its successors or assignees waive the right to contest

- (a) In any manner, the validity of Section 66.045 Wisconsin Statutes;
- (b) The annual compensation amounting to the sum of One Hundred Thirty-Eight and 60/100 dollars (\$138.60) per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

- (1) Shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) Shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Adopted.

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to construct and maintain an underground tunnel across West State Street in the vicinity of 4002 West State Street in the 15th Ward of the city of Milwaukee.

RESOLVED, By the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege of constructing and maintaining an underground tunnel approximately 6 feet wide and 7 feet high, in and across West State Street. The center line of the tunnel is to be about 9 feet 6 inches east of the center line of the tunnel constructed under the special privilege granted on July 8, 1946 under Common Council File No. 83999-a. Said tunnel will connect Lot 8 in Block 2 and Lot 3 in Block 1 in Assessor's Plat No. 124 in the N.W. 1/4 of Section 25, Township 7 North, Range 21 East. The cost of altering water mains, sewers, or any other city facilities is to be borne by the applicant. The plans for said tunnel are to be approved by the Commissioner of Public Works and the Inspector of Buildings and a deposit made for altering city facilities before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 dollars (\$3000.00) with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One Hundred Thirty-Eight and 60/100 dollars (\$138.60) as long as such special privilege is maintained.

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That the Miller Brewing Company, its successors or assignees

- (1) Shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) Shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

April 17, 1951

To the Honorable, the Common Council
Committee on Streets-Alleys-Sewers

Gentlemen:

We have reviewed the request of the Miller Brewing Company for a special privilege to construct and maintain an underground tunnel across W. State Street in the vicinity of 4002 W. State Street, and recommend that the special privilege as outlined in file number 50-3587 be granted.

Very truly yours,

Walter M. Swietlik
Commissioner of Public Works

Leon M. Garda
Inspector of Buildings

ELK/ms

COPY

August 28, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following air and subterranean space leases on August 26, 2009. All of the following leases are being requested by MillerCoors LLC for tunnels and overhead structures located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090234 grants an air space lease for encroachment of a pipe bridge crossing North 41st Street at a point approximately 110 feet south of West State Street.

File No. 030896 grants an air space lease for encroachment of an enclosed pipe bridge crossing North 41st Street at a point approximately 367 feet south of West State Street.

File No. 090466 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 231 feet east of North 41st Street.

File No. 090463 grants a subterranean space lease for encroachment of a tunnel crossing North 41st Street at a point approximately 194 feet south of West State Street.

File No. 090464 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 116 feet east of North 41st Street.

Please note that there are two additional tunnels owned by MillerCoors LLC in the vicinity of the aforementioned structures that will be heard at a future meeting of the Air and Subterranean Space Lease Committee.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Willie L. Hines, Jr.
City Plan Commission

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 369 – CCFN 503587)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-1143-000 & 387-0014-110

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 369 – CCFN 503587)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors subterranean space to maintain an existing underground tunnel across and beneath West State Street approximately six feet wide and seven feet high and approximately 116 feet east of North 41st Street (the “Improvement”), and more particularly described as follows:

A subsurface easement across West State Street, being a part of the Southwest ¼ of the Northwest ¼ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st Street and the present South line of West State Street; thence North 82°30’27” East along the Southerly right of way line of West State Street 116.07 feet to the point of beginning of lands to be described; thence North 6°12’20” West 66.02 feet to a point on the Northerly line of West State Street; thence North 82°30’27” East along said Northerly line 10.00 feet to a point; thence South 06°12’20” East 66.02

feet to a point on the Southerly line of West State Street; thence South 82°30'27" West along said Southerly line 10.00 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").
3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$40 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").
4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.
5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.
6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.
7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and

increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease

provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however designated, of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(4), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ____ day of _____, 200____, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 200 ____.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 200____, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

SUBSURFACE EASEMENT EXHIBIT TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 116.07 feet to the point of beginning of lands to be described; thence North 06°12'20" West 66.02 feet to a point on the Northerly line of West State street; thence North 82°30'27" East along said Northerly line 10.00 feet to a point; thence South 06°12'20" East 66.02 feet to a point on the Southerly line of West State street; thence South 82°30'27" West along said Southerly line 10.00 feet to the point of beginning.

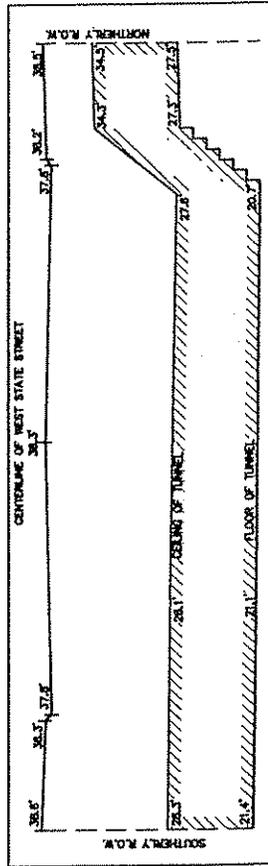
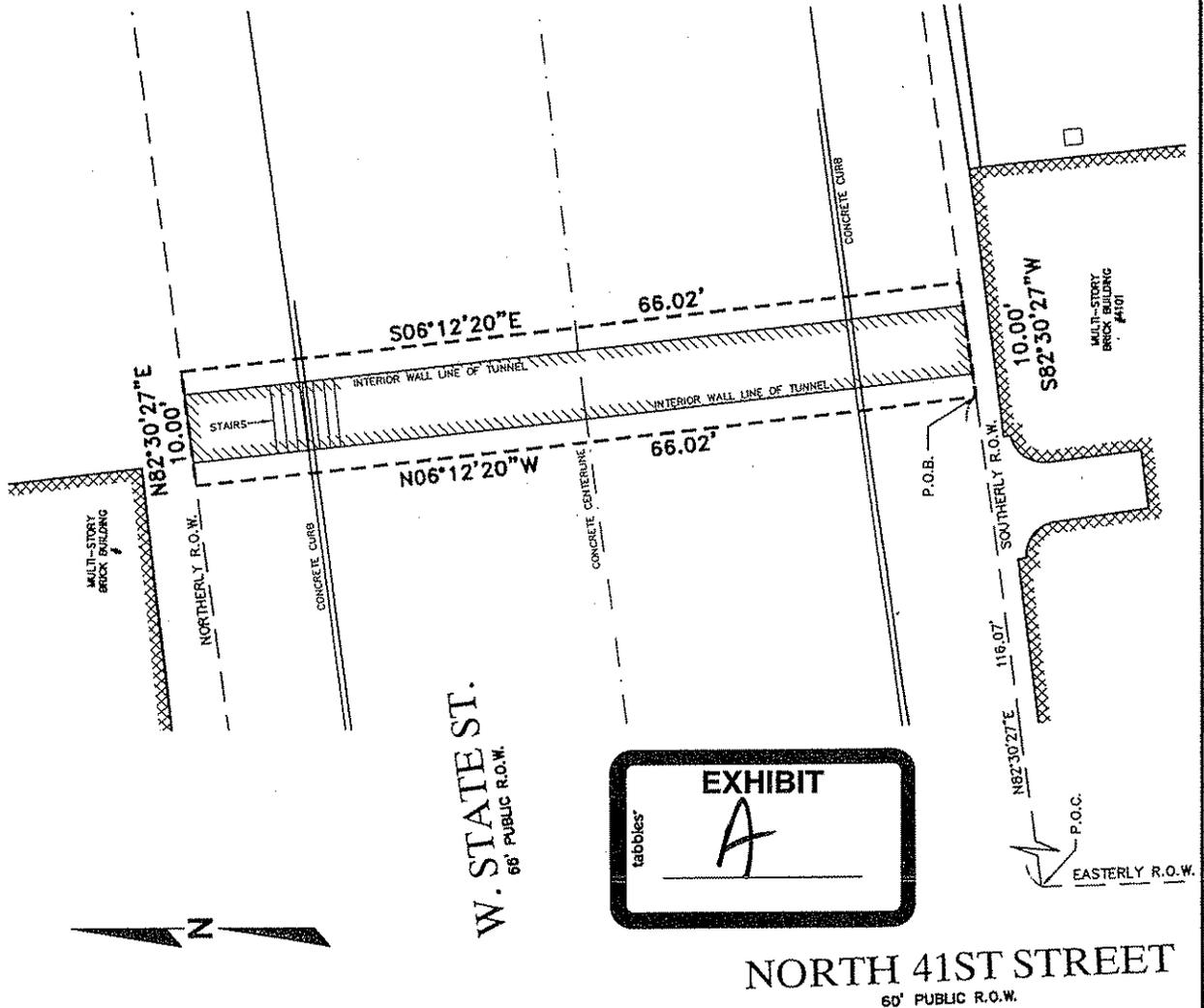
Containing 660 sq.ft. (0.015 acres).

February 19, 2009

Miller Coors

Survey no. 163987-a-jm

Note:
Elevations are based on the City of Milwaukee datum



R.A. Smith National, Inc.
*Beyond Surveying
and Engineering*
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com
S:31439970wng
EX000B-Jw@ECSHIB1P



SUBSURFACE TUNNEL

SHEET 1 OF 1

EXHIBIT
A

NORTH 41ST STREET
60' PUBLIC R.O.W.

(Existing SP 369)

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090464

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel across and beneath West State Street in the vicinity of 4002 West State Street in the 15th Aldermanic District, replacing and superseding existing Special Privilege No. 369 (Common Council File No. 503587).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$40.00	
TOTALS				\$40.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$40.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090464 grants a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 369 (Common Council File No. 503587).

In accordance with state law, this file will grant a subterranean space lease to MillerCoors, LLC for an existing tunnel under West State Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090466 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 7/28/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel, across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 428 (Common Council File No. 481496).

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Cover Letter, Subterranean Space Lease and Drawings, Copy of File Number 48-1496, Air & Subterranean Space Leases Space MillerCoors Ltr 8.26.09.pdf, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090466

Version

SUBSTITUTE 1

Reference

481496

Special Privilege 428

Sponsor

THE CHAIR

Title

A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel, across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 428 (Common Council File No. 481496).

Analysis

In accordance with state law, this ordinance will grant a subterranean space lease to MillerCoors, LLC to continue occupying and maintaining an existing underground tunnel across and beneath West State Street approximately 230 feet east of North 41st Street in the City of Milwaukee. The lease will replace and supersede Special Privilege No. 428 (Common Council File No. 481496) previously granted for the tunnel.

Body

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

Part 1. FINDINGS. In accordance with the provisions of § 66.0915(4), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors, LLC for an existing underground tunnel across and beneath West State Street, approximately 230 feet east of North 41st Street, and the Common Council of the City of Milwaukee hereby finds that such subterranean space is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090466 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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

CA

Drafter

TDM/tdm

1029-2008-2423:148495

7/29/2009

City of
Milwaukee
Development Center



809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

June 8, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing special privilege #428 for an underground tunnel approximately 6' wide and 8' high in and across W State St in the vicinity of 4002 W State St.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Brian Randall

City of
Milwaukee
Development Center

Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date June 4, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,
(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3)
and (4) of the Wisconsin Statutes, that the following space lease be granted:

Subterranean Space Lease for existing Special Privilege (No. 428) structure consisting of an underground tunnel approximately 6 feet wide
and 8 feet high in and across West State Street, the center line of the underground tunnel being 63 feet 4 and 1/2 inches west of the
west line of North 40th Street across and beneath West State Street in the vicinity of 4002 West State Street

of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the
proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns the property on the north and south sides of West State Street including
Lot 8, Block 2 and Lot 3, Block 1 in Assessor's Plat No. 124 being a part of the NW one-quarter
of Section 25, Township 7 North, Range 21 East

also known by street and number as 4001 West State Street (Bldg. 1) and 3930 West State Street (Bldg. 33)
which property is located on both sides of that portion of the (street, alley or XXXXXXXXXXXXX) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the
petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4),
Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City
of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be
served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of
Milwaukee.

Signature Brian C. Randall Brian C. Randall

Address 330 East Kilbourn Avenue, Suite 1250 532021

Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North $82^{\circ}30'27''$ East, along the Southerly right of way line of West State street 190.51 feet to a point; thence North $85^{\circ}35'32''$ East along said Southerly line 40.86 feet to the point of beginning of lands to be described; thence North $05^{\circ}11'04''$ West 66.01 feet to a point on the Northerly line of West State street; thence North $85^{\circ}35'32''$ East along said Northerly line 18.27 feet to a point; thence South $05^{\circ}11'04''$ East 3.89 feet to a point; thence South $39^{\circ}07'51''$ West 11.84 feet to a point; thence South $05^{\circ}11'04''$ East 53.54 feet to a point on the Southerly line of West State street; thence South $85^{\circ}35'32''$ West along said Southerly line 10.00 feet to the point of beginning.

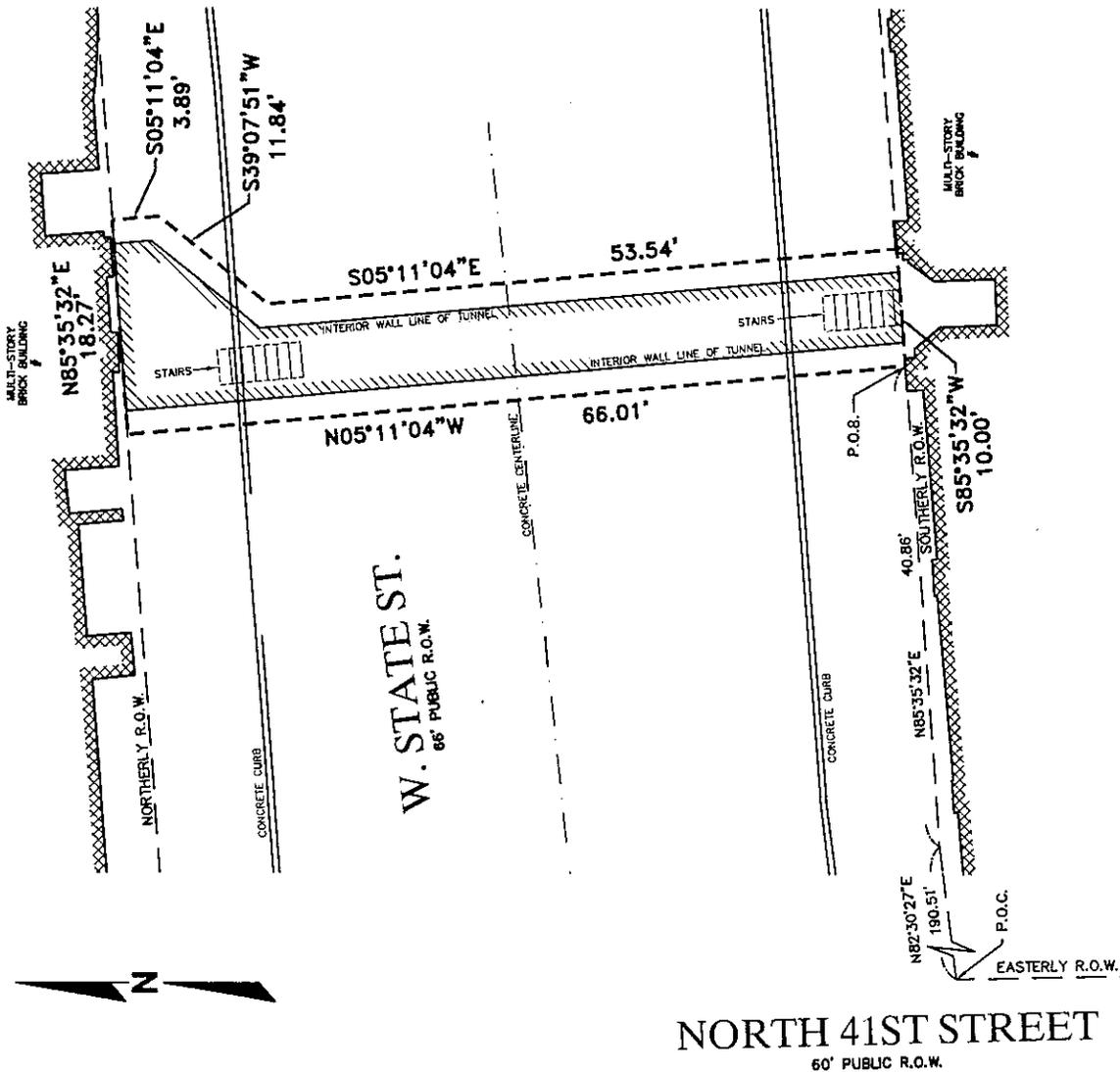
Containing 728 sq.ft. (0.017 acres).

February 19, 2008

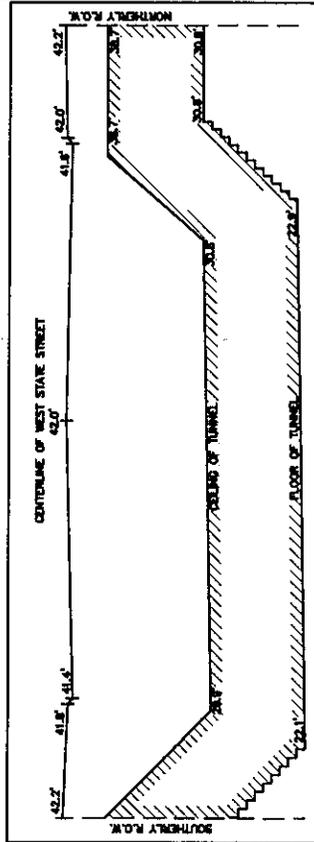
Miller Coors

Survey no. 163997-qjn

Notes:
Elevations are based on the City of Milwaukee datum



PROFILE OF SUBSURFACE TUNNEL LOOKING WEST



R.A. Smith National, Inc.

Beyond Surveying
and Engineering

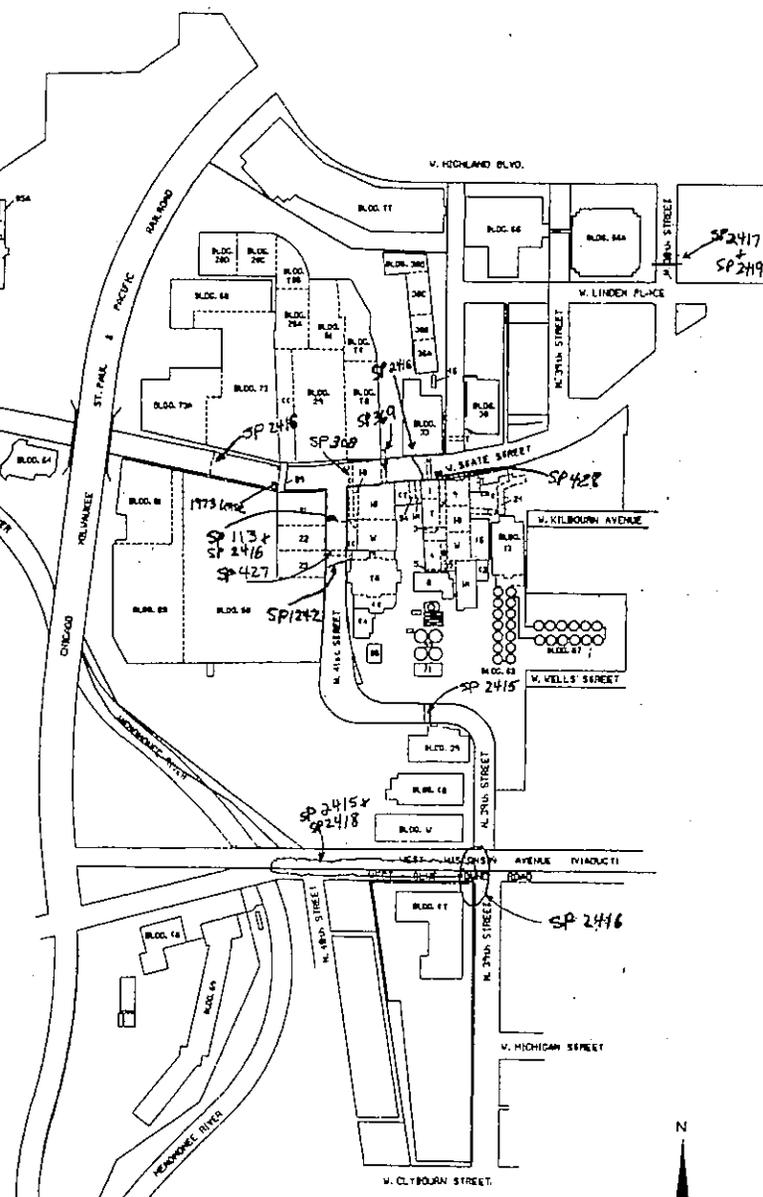
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.ra-smithnational.com

S:5163997-qjn-E
EX:0608-ang/E:401010

SHEET 1 OF 1

(Existing SP 428)

BUILDING LEGEND	
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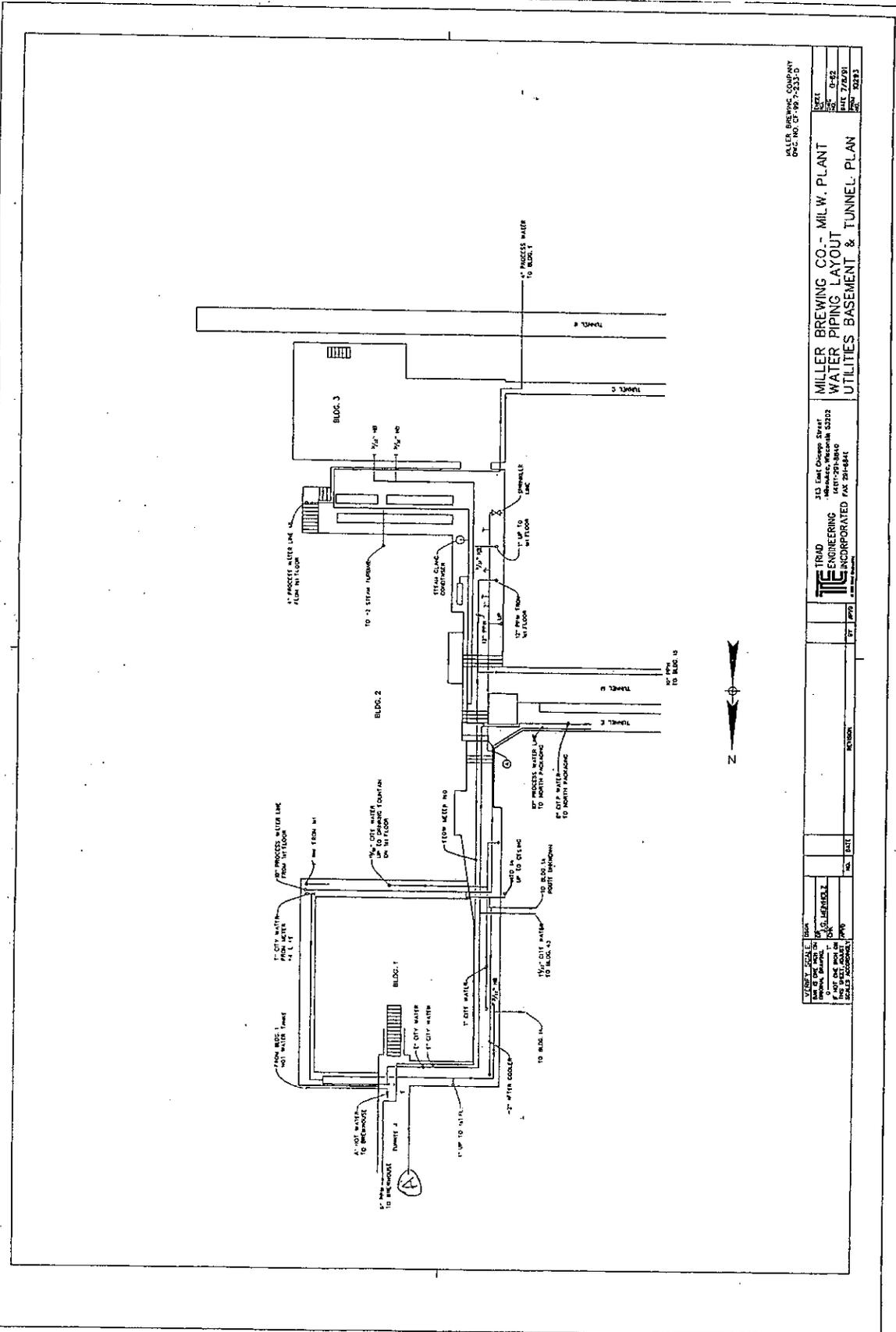
MILLER BREWING COMPANY
MILWAUKEE PLANT
FACILITY LAYOUT

SCALE
1" = 100'
BRADYMATIC 1"=100'

DATE: JUNE 26, 1968



SP 428



MILLER BREWING COMPANY
 D.C. NO. CF-89-7-233-D

DATE	0-22
BY	JW/DB
CHK	DB
APP	DB

MILLER BREWING CO. - MILW. PLANT
 WATER PIPING LAYOUT
 UTILITIES BASEMENT & TUNNEL PLAN

313 East Chicago Street
 Milwaukee, Wisconsin 53202
 TEL: 224-1800
 INCORPORATED
 FAX: 224-8844



NO.	DATE	BY	APP

DESIGNED BY	
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
CLIENT	
PROJECT NAME	
PROJECT ADDRESS	
PROJECT PHONE	
PROJECT FAX	

Miller Brewing Co

Certified Copy of Resolution

FILE NUMBER 48-1496

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to construct and maintain an underground tunnel across West State Street in the vicinity of 4002 West State Street in the 15th Ward of the City of Milwaukee.

Resolved, By the Common Council of the City of Milwaukee, that the Miller Brewing Company, is hereby granted the right and privilege of constructing and maintaining an underground tunnel six feet wide and eight (8) feet high, in and across West State Street. The center line of the tunnel being about sixty-one feet and four and one-half inches (61'-4 1/2") west of the west line of North 40th Street. Said tunnel will connect Lot 3 in Block 1 and Lot 8 in Block 2 in Assessor's Plat No. 124 in the N.W. 1/4 of Section 25, Township 7 North, Range 21 East. The cost of altering water mains, sewers, or any other public facilities to be borne by the applicant. The plans for said tunnel to be approved by the Commissioner of Public Works, and the Inspector of Buildings before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 (\$3000.00) Dollars with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One hundred fifty-eight and 40/100 (\$158.40) Dollars as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, waives the right to contest

- (a) In any manner, the validity of Section 66.045 Wisconsin Statutes;
- (b) The annual compensation amounting to the sum of One hundred fifty-eight and 40/100 (\$158.40) Dollars per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

- (1) shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

File registered to the Department, Sept. 10/48
From *J. C. Koppke*

Miller

Communication from the Department of:

COMMON COUNCIL

FILE NUMBER 48-1496

Petition, Remonstrance, Etc.

Relative to:



Petition of Miller Brewing Co.
for special privilege to construct
underground tunnel in W. State St.
in vicinity of N. 40th St.

By { The Chair _____
Ald. KOPPKE (By request)

CITY OF MILWAUKEE

Milwaukee, _____

To the Honorable, the Common Council:

Gentlemen:

Form AA 11-12442

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS

CITY HALL
MILWAUKEE 2, WIS.

IN REPLY REFER TO:

September 25, 1948

To the Honorable, the Common Council
Committee on Streets-Alleys-Sewers

Gentlemen:

I am returning herewith Common Council File No. 48-1496 which is a petition of the Miller Brewing Co. for a special privilege to construct an underground tunnel across W. State Street in the vicinity of N. 40th Street.

The special privilege provides that the Miller Brewing Co. shall pay the cost of altering any public underground structures. The plan as submitted by the Miller Brewing Co. indicates, however, that this tunnel will be below or above any of the existing underground structures in this street.

I therefore recommend that the petition be granted.

Very truly yours,



Walter M. Swietlik
Commissioner of Public Works

ELK/mz
Att.

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Milwaukee, Wis. September 10, 1948

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

Gentlemen:

The undersigned, Miller Brewing Co., a Wisconsin Corporation
Here state whether the petitioner is an individual, co-partnership, Wisconsin corporation or foreign corporation

being the owners of the following described real estate: Lot 3, Block 1 & Lot 8, Block 2
(Here describe property adjacent to special privilege by lot and block)

in Assessor's Plat No. 124 in the N.W. 1/4 of Sec. 25 T. 7 N., R 21 E.

respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section
66.05(1) Wisconsin Statutes, that the following privilege be granted: To construct and
Here describe the privilege

maintain an underground tunnel in and across West State Street.

Said tunnel to be about 6 feet wide and 8 feet high and the center

line being about 61 feet 4 1/2 inches west of the west line of N.

40th St.

of which a plan is hereto annexed and made a part of this petition. Petitioner... agree... to comply with
all laws and all the ordinances of the City of Milwaukee, to abide by any order or resolution of the Common
Council affecting this privilege, to be primarily liable for damages to person or property by reason of the
granting of such privilege, to remove said privilege upon 10 days notice, and to furnish a bond and to pay
compensation as provided by law in the sum to be fixed by the proper city officers, and not to contest the
above named statute or the legality of this special privilege in any way.

(Signed)

Referred to the Committee on
Streets-Alleys-Sewers

SEP 13 1948

Sec. Treas

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, to construct and maintain an underground tunnel across West State Street in the vicinity of 4002 West State Street in the 15th ward of the City of Milwaukee.

RESOLVED, by the Common Council of the City of Milwaukee, that the Miller Brewing Company, is hereby granted the right and privilege of constructing and maintaining an underground tunnel six (6) feet wide and eight (8) feet high, in and across West State Street. The center line of the tunnel being about sixty-one feet and four and one-half inches (61' - 4 1/2") west of the west line of North 40th Street. Said tunnel will connect Lot 3 in Block 1 and Lot 8 in Block 2 in Assessor's Plat No. 124 in the N.W. 1/4 of Section 25, Township 7 North, Range 21 East. The cost of altering water mains, sewers, or any other public facilities to be borne by the applicant. The plans for said tunnel to be approved by the Commissioner of Public Works, and the Inspector of Buildings before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 (\$3000.00) Dollars with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of One hundred fifty-eight and 40/100 (\$158.40) Dollars as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, waives the right to contest

- (a) In any manner, the validity of Section 66.045 Wisconsin Statutes;
- (b) The annual compensation amounting to the sum of One hundred fifty-eight and 40/100 (\$158.40) Dollars per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

- (1) shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;
- (2) shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

ALD. MICHALSKI

presented the following: SEP 27 1948

Milwaukee

To the Honorable, the Common Council:
Your Committee on ^{GRANT} STULLIS ALLEYS, ^{SECTION} to which was referred a petition
of Miller Brewing Co. for special privilege to construct underground tunnel in
W. State street

reports thereon by the following resolution, viz: FILE NUMBER 48-1496

and recommends that it be adopted.

SEP 27 1948

Countersigned: *[Signature]*
Deputy Comptroller

[Signature]
[Signature]
[Signature]

ACTION OF THE COMMON COUNCIL

Date	Adopted under suspension of rules.	Submitted to His Honor the Mayor
Action Deferred	Ayes.....Noes.....	Date SEP 28 1948
Re-referred to Committee	Committee report adopted	<i>[Signature]</i> City Clerk
Recalled from Committee	Ayes.....Noes.....	Approved: SEP 29-1948
Referred to other Committee, via Committee on	Substitute accepted and Substitute Resolution adopted.	Date <i>[Signature]</i> Mayor
	Ayes.....Noes.....	

Tally Sheet Numbers 368

Common Public Works

OFFICE OF THE CITY CLERK

File Number 48-1496

Date 9/22/48

Subject: Miller Breang Co petition for underground tunnel in W State

Dear Sir:

Herewith I am referring to you the above file for the following purpose:

For a report

At the request of Alb. Michalski, Chairman,

Committee on Streets-Alleys

Very truly yours,

Stanley J. Witkowski
City Clerk.

Received

Wm J. Sewell

August 28, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following air and subterranean space leases on August 26, 2009. All of the following leases are being requested by MillerCoors LLC for tunnels and overhead structures located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090234 grants an air space lease for encroachment of a pipe bridge crossing North 41st Street at a point approximately 110 feet south of West State Street.

File No. 030896 grants an air space lease for encroachment of an enclosed pipe bridge crossing North 41st Street at a point approximately 367 feet south of West State Street.

File No. 090466 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 231 feet east of North 41st Street.

File No. 090463 grants a subterranean space lease for encroachment of a tunnel crossing North 41st Street at a point approximately 194 feet south of West State Street.

File No. 090464 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 116 feet east of North 41st Street.

Please note that there are two additional tunnels owned by MillerCoors LLC in the vicinity of the aforementioned structures that will be heard at a future meeting of the Air and Subterranean Space Lease Committee.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns

c: Alderman Willie L. Hines, Jr.
City Plan Commission

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 428 – CCFN 481496)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-1143-000 & 387-0014-110

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 428 – CCFN 481496)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors subterranean space to maintain an existing underground tunnel approximately six feet wide and eight feet high (the “Improvement”) in and across West State Street, approximately 230 feet east of North 41st Street and more particularly described as follows:

A subsurface easement across West State Street, being a part of the Southwest ¼ of the Northwest ¼ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st Street and the present South line of West State Street; thence North 82°30’27” East along the Southerly right of way line of West State Street 190.51 feet to a point; thence North 85°35’32” East along said Southerly line 40.86 feet to the point of beginning of lands to be described; thence North 05°11’04” West 66.01 feet to a point on the Northerly line of West State Street; thence North 85°35’32” East along said

Northerly line 18.27 feet to a point; thence South 5°11'04" East 3.89 feet to a point; thence South 39°07'51" West 11.84 feet to a point; thence South 05°11'04" East 53.54 feet to a point on the Southerly line of West State Street; thence South 85°35'32" West along said Southerly line 10.00 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").

3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$45 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").

4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.

5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.

6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.

7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that

during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day

MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however designated, of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(4), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ___ day of _____, 200___, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ___ day of _____, 200___.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 200___, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement, across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 190.51 feet to a point; thence North 85°35'32" East along said Southerly line 40.86 feet to the point of beginning of lands to be described; thence North 05°11'04" West 66.01 feet to a point on the Northerly line of West State street; thence North 85°35'32" East along said Northerly line 18.27 feet to a point; thence South 05°11'04" East 3.89 feet to a point; thence South 39°07'51" West 11.84 feet to a point; thence South 05°11'04" East 53.54 feet to a point on the Southerly line of West State street; thence South 85°35'32" West along said Southerly line 10.00 feet to the point of beginning.

Containing 728 sq.ft. (0.017 acres).

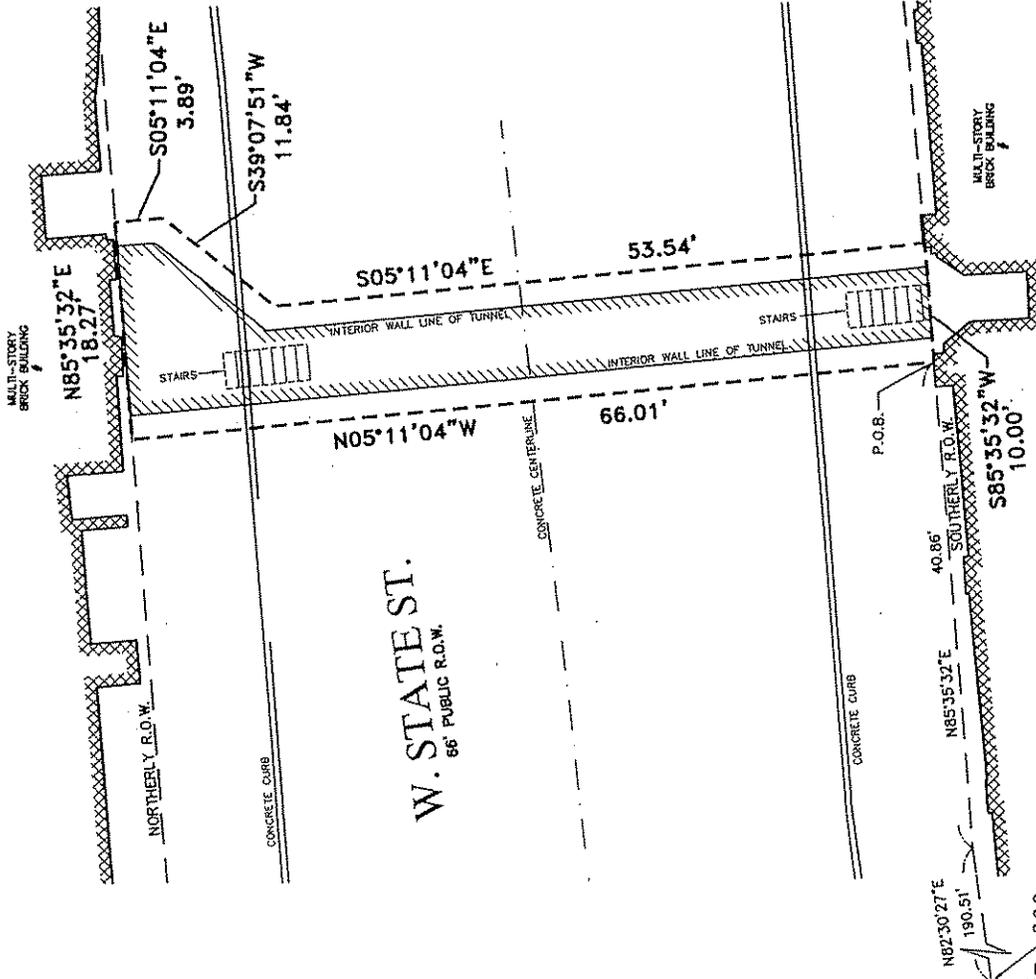
February 19, 2009

Miller Coors

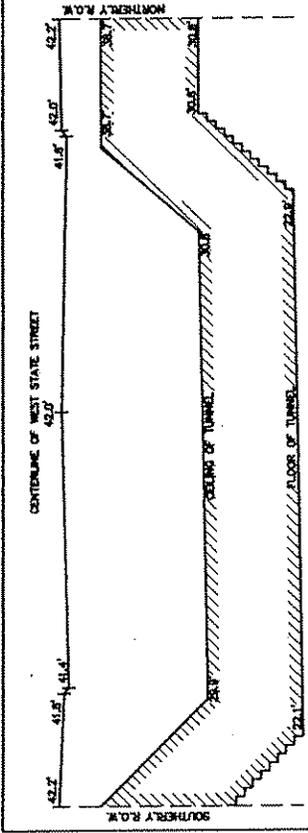
Survey no. 163997-a/jn

Notes:

Elevations are based on the City of Milwaukee datum



PROFILE OF SUBSURFACE TUNNEL LOOKING WEST



GRAPHIC SCALE



SUBSURFACE TUNNEL

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

SS163997-a/jn
EXT008.dwg/ES041R10

SHEET 1 OF 1

(Existing SP 426)

EXHIBIT

A

NORTH 41ST STREET
60' PUBLIC R.O.W.

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090466

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel, across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District, replacing and superseding existing Special Privilege No. 428 (Common Council File No. 481496).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$45.00	
TOTALS				\$45.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$45.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
 Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090466 grants a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel, across and beneath West State Street in the vicinity of 4002 W. State Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 428 (Common Council File No. 481496).

In accordance with state law, this file will grant a subterranean space lease to MillerCoors, LLC for an existing tunnel crossing under West State Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090479 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 9/1/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 108 feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a).

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Subterranean Lease petition, Email from Dept of Public Works re revised Subsurface easement exhibit, Revised Subsurface easement exhibit, Letter from Air and Subterranean Space Committee, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/10/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/10/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/10/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
9/23/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090479

Version

SUBSTITUTE 1

Reference

83999

83999-a

Special Privilege 308

Sponsor

THE CHAIR

Title

A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 108 feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a).

Analysis

In accordance with state law, this ordinance will grant a subterranean space lease to MillerCoors, LLC to continue occupying and maintaining an existing tunnel beneath a portion of West State Street approximately 108 feet east of the east curb line of North 41st Street in the City of Milwaukee. The lease will replace and supersede Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a) previously granted for the tunnel.

Body

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

Part 1. FINDINGS. In accordance with the provisions of § 66.0915(4), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors, LLC for an underground tunnel approximately five feet wide by six feet high, the center line of said tunnel being 108 feet east of the east line of North 41st Street and extending across West State Street in a slightly northwesterly direction, and the Common Council of the City of Milwaukee hereby finds that such subterranean space is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090479 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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

CA

Drafter □□□□

TDM/tdm

1029-2008-2423:148500

09/15/2009

City of
Milwaukee
Development Center



809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

June 8, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing special privilege #308 for an underground tunnel approximately 5' wide and 6' high, the center line of said tunnel being 122' east of the E/L of N 41st St and extending across W State St in a slightly northwesterly direction.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in June or July to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Linda Eichhorst".

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Michael Murphy
Brian Randall

City of
Milwaukee
Development Center

Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date June 4, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,
(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3)
and (4) of the Wisconsin Statutes, that the following space lease be granted:

Subterranean Space Lease for existing Special Privilege (No. 309) structure consisting of an underground tunnel approximately
5 feet wide by 6 feet high, the center line of said tunnel being 122 feet east of the east line of North 41st Street and

extending across West State Street in a slightly northwesterly direction
of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the
proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns the property on the north and south sides of West State Street including
Lot 8, Block 2 and Lot 3, Block 1 in Assessor's Plat No. 124 being a part of the NW one-quarter
of Section 25, Township Number 7 North, Range 21 East

also known by street and number as 4901 West Street Street (Bldg. 16) and 3930 West State Street (Bldg. 29)
which property is located on both sides of that portion of the (street, ~~also known as XXXXXXXXX~~) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the
petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4),
Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City
of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be
served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of
Milwaukee.

Signature Brian C. Randall Brian C. Randall, Agent

Address 330 East Kilbourn Avenue, Suite 1250 (53202)

Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

SUBSURFACE EASEMENT EXHIBIT TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 6.68 feet to the point of beginning of lands to be described; thence North 03°34'37" East 67.25 feet to a point on the Northerly line of West State street; thence North 82°30'27" East along said Northerly line 8.73 feet to a point; thence South 04°14'08" West 67.41 feet to a point on the Southerly line of West State street; thence South 82°30'27" West along said Southerly line 7.94 feet to the point of beginning.

Containing 550 sq.ft. (0.013 acres).

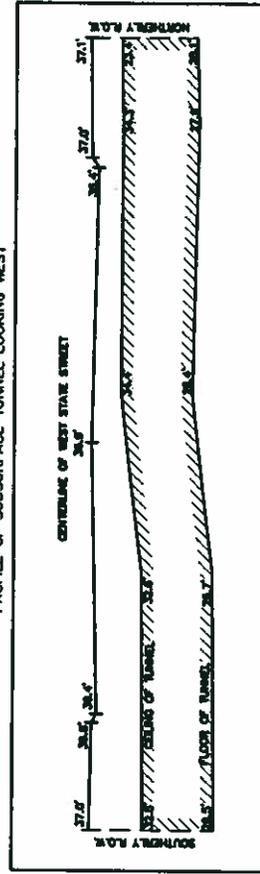
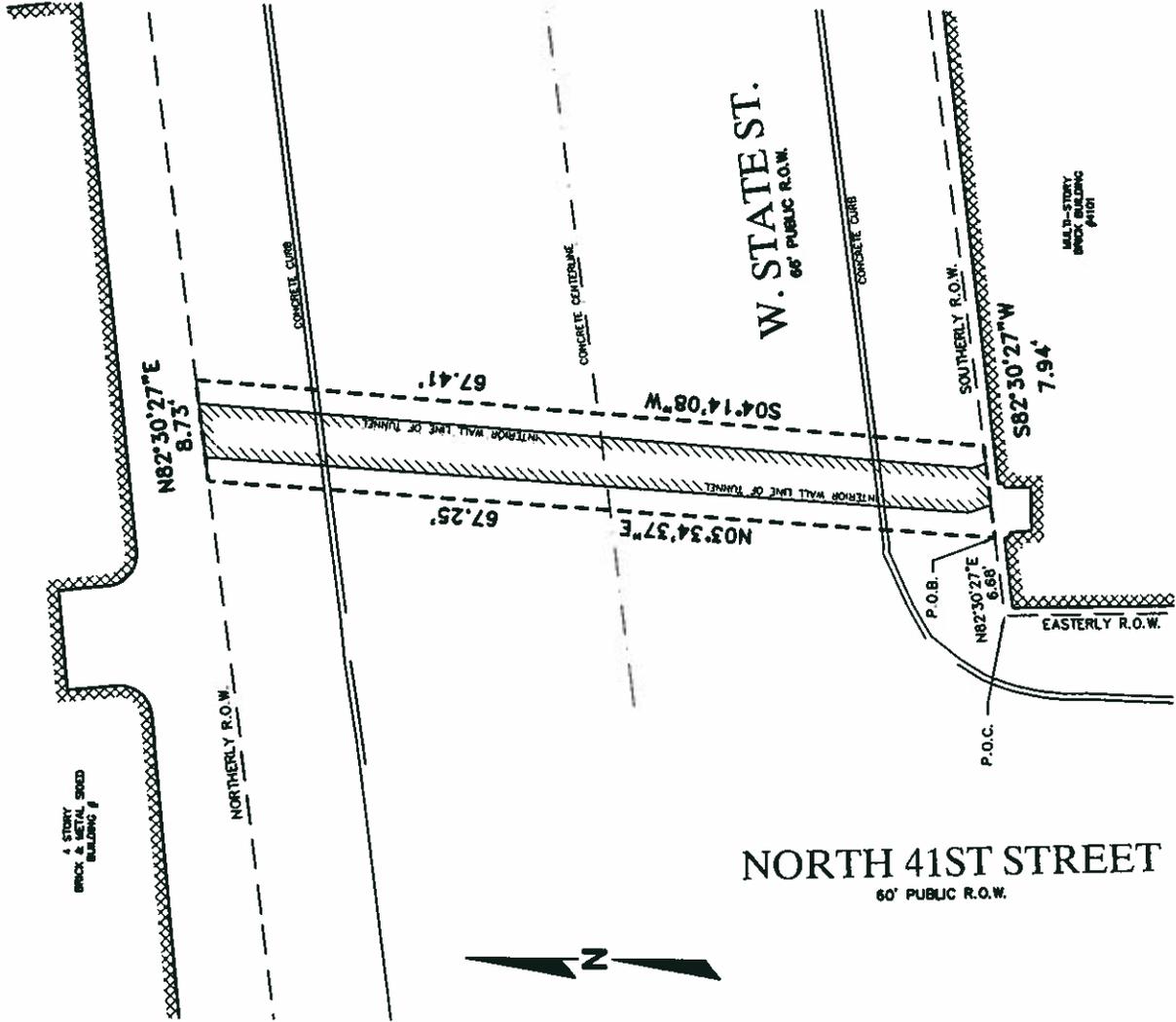
February 19, 2009

Miller Coors

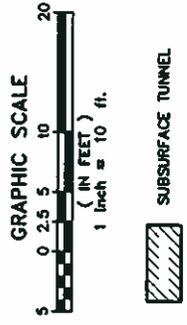
Survey no. 163997-ojn

Note:

Elevations are based on the City of Milwaukee datum

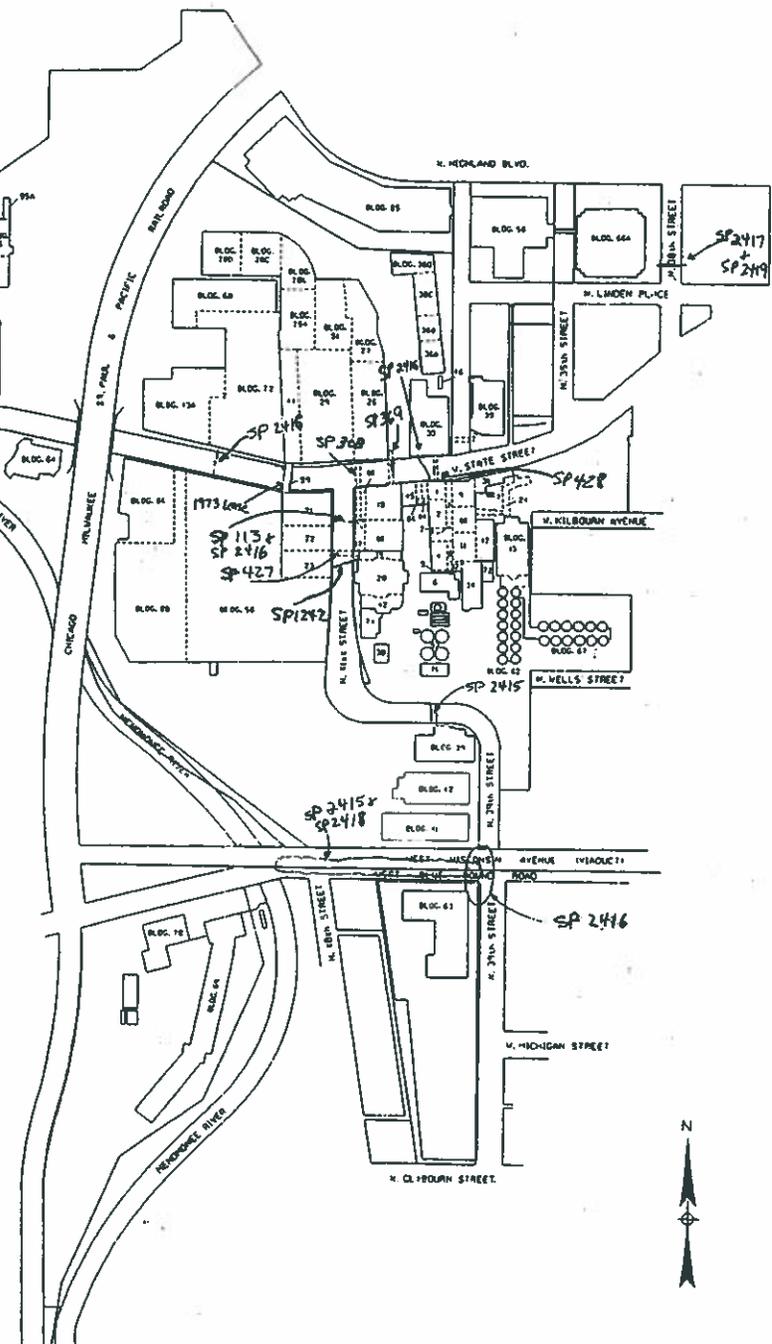


R.A. Smith National, Inc.
*Beyond Surveying
 and Engineering*
 16745 W. Bluemound Road, Brookfield WI 53005
 262-791-1000 Fax 262-797-7373
 www.ra-smithnational.com
 S. Sitawongphong
 E. Wood Ave. Excelsior
 SHIBET | OF |



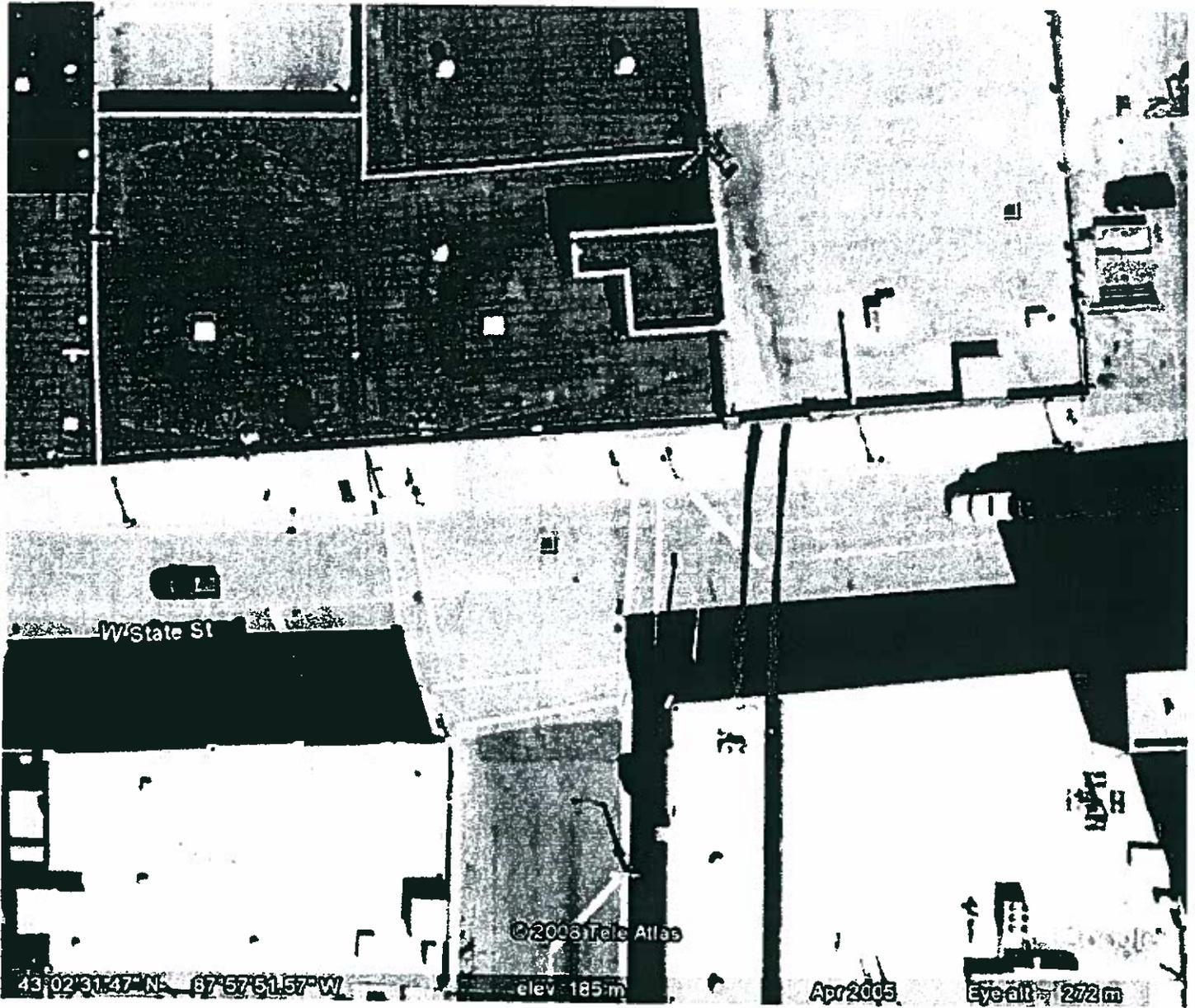
(Existing SP 308)

BULKY ITEM LEGEND	
1	Empty space
2	Plant main building
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99	Plant main building
100	Plant main building



MILLER BREWING COMPANY
MILWAUKEE PLANT
FACILITY LAYOUT

SCALE
0 100 200 300
APPROXIMATE 1"=150'



SP 308

Ordinances and regula-
forth in the Milwaukee

RTENDER

W. Wisconsin Ave.
Municipal Sq. Greendale
h St.

"F"

h St., 6th Ward

recommend that they be

P. MEYERS
TIN E. SCHREIBER
N G. BROPHY

Streets-Alleys-Sewers, re-
ordinances, viz.:

FILE NUMBER 46-496

NANCE

of Chapter 9 of the Mil-
the establishment of use
d. (Pages 387 and 388.)

of Public Land Commis-

FILE NUMBER 46-693

NANCE

of the Milwaukee Code of
y streets (19th Ward).

sage.

d separate action on the

d that all rules interfer-
foregoing ordinances at

The motion prevailed by the following vote:

Ayes:—Ald. Bannow, Brophy, Clasen, Collins,
Cookson, Cybulski, Davies, Dietz, Fleming, Hansen,
Hass, Jendusa, Kalupa, Klug, Koepke, Koerner,
Kroenke, Meyers, Michalski, Mueller, Schmidt,
Schreiber, Schultz, Steinhagen and the President—25.

Noes:—0.

The foregoing ordinances were thereupon passed
by the following vote:

Ayes:—Ald. Bannow, Brophy, Clasen, Collins,
Cookson, Cybulski, Davies, Dietz, Fleming, Hansen,
Hass, Jendusa, Kalupa, Klug, Koepke, Koerner,
Kroenke, Meyers, Michalski, Mueller, Schmidt,
Schreiber, Schultz, Steinhagen and the President—25.

Noes:—0.

ALD. BANNOW—

From the Committee on Streets-Alleys-Sewers,
presented reports, in favor of adopting the following
resolutions, viz.:

FILE NUMBER 83647

Resolution directing assessment in vacation of that
part of N. Buffum Street between E. Vienna Ave-
nue and E. Nash Street and that part of the north
and south alley in the block between E. Vienna
Avenue, N. Buffum Street, E. Nash Street and N.
Richards Street in the 21st Ward of the City of
Milwaukee. (Pages 711 and 712.)

Adopted.

FILE NUMBER 83939

Resolution directing assessment in vacation of a
portion of S. Adams Avenue between E. Morgan
Avenue and E. Wilbur Avenue, also, the north and
south alleys in the blocks between E. Morgan Ave-
nue, E. Wilbur Avenue, S. Quincy Avenue and the
right-of-way of T. M. E. R. & T. Co., also, the
public walk west of S. Adams Avenue between E.
Morgan Avenue and E. Wilbur Avenue in the 17th
Ward. (Page 711.)

Adopted.

FILE NUMBER 46-754

Resolution to permit Society Madonna del Luma to
hold fireworks display on July 21, 1946. (Page
706.)

Adopted.

Resolution relating to installation of street lighting
facilities on W. Blue Mound Road at the intersec-
tion of N. 72nd and N. 73rd Streets.

Adopted.

ALD. BANNOW—

From the Committee on Streets-Alleys-Sewers, re-
ported upon the following matters, viz.:

FILE NUMBER 83999-a

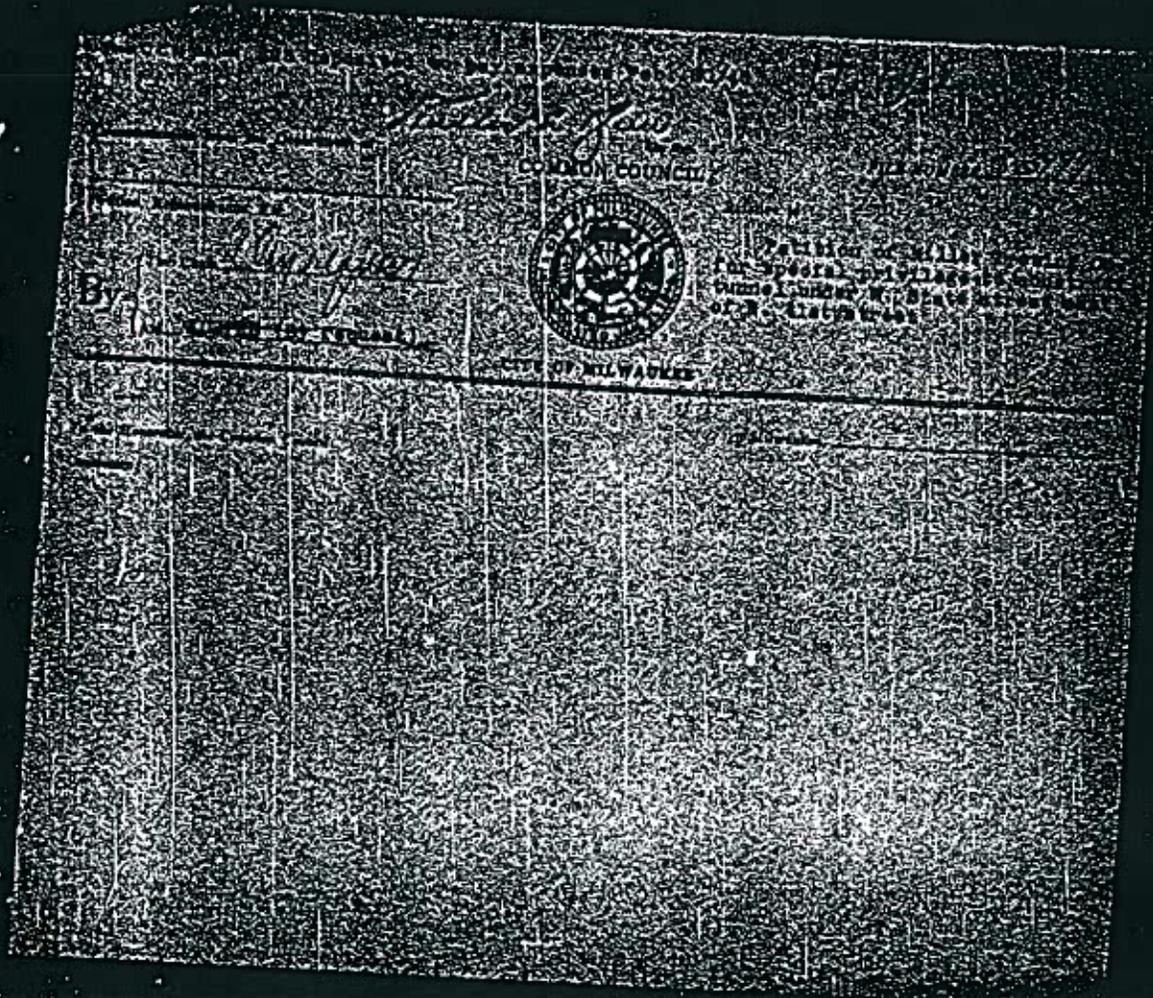
Resolution to amend Resolution File Number 83999
granting a special privilege to the Miller Brewing
Company, a Wisconsin Corporation, located at 4002
W. State Street, to construct and maintain an un-
derground tunnel in and across W. State Street,
in the 15th Ward of the City of Milwaukee. (Page
710.)

by the following substitute resolution and recom-
mended its adoption:

FILE NUMBER 83999-a

Resolution to amend resolution File Number 83999
granting a special privilege to the Miller Brewing
Co. to construct and maintain an underground tun-
nel in and across W. State Street, 15th Ward.

Resolved, By the Common Council of the City of
Milwaukee that resolution File Number 83999,
adopted March 4, 1946, granting a special privilege
to the Miller Brewing Company, located at 4002 W.
State Street, to construct and maintain an under-
ground tunnel in and across W. State Street, be and
hereby is amended by striking out the word and fig-
ure "four (4)" where they appear in the fourth line
of the first paragraph before the word "feet" and
inserting in lieu thereof the word and figure "five
(5)," and further by striking out the words and fig-
ures "five (5) feet six (6) inches" where they appear
in the fifth line of the first paragraph before the
word "high" and inserting in lieu thereof the words
and figure "six (6) feet," and further by striking out
the words and figures "seventy-nine and twenty one-
hundredths (\$79.20)" where they appear in the elev-
enth and twelfth lines of the second paragraph be-
fore the word "Dollars" and inserting in lieu thereof
the words and figures "ninety and ten one-hundredths
(\$90.10)" and further by striking out the words and
figures "seventy-nine and twenty one-hundredths
(\$79.20)" where they appear in the second and third
lines of section (b) before the word "Dollars" and
inserting in lieu thereof the words and figures
"ninety and ten one-hundredths (\$90.10)."



PETITION

Milwaukee, Wis. February 18 1946

To the Honorable the Common Council of the City of Milwaukee

Sheweth

The undersigned, **MILLEN BREWING COMPANY**, a Wisconsin corporation

do hereby petition the Common Council of the City of Milwaukee, Wisconsin, for the following described property:

Being the owners of the following described property: **Lot 3 in Block 1 and Lot 5 in Block 2**

of the Wisconsin State Street and Milwaukee Street

Recorder's Plat No. 174 in the City of Milwaukee, Wisconsin.

Respectfully petition the Common Council of the City of Milwaukee, Wisconsin, according to the provisions of Section

PETITION

Milwaukee, Wis. February 18 1946

To the Honorable the Common Council of the City of Milwaukee,
Gentlemen.

The undersigned, MILLER BREWING COMPANY, a Wisconsin corporation

(State whether the petitioner is an individual, a partnership, Wisconsin corporation or foreign corporation.)

being the owners of the following described real estate Lot 3 in Block 1 and Lot 8 in Block 2

(State describe property adjacent to special privilege to be used there.)

in Assessor's Plat No. 124 in the City of Milwaukee, Wisconsin,

respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section

0405(1) Wisconsin Statutes, that the following privilege be granted: To construct a tunnel approxi-

(How describe the privilege.)

mately 4' in width by 5' 6" in height, to run beneath the surface of West State Street in approximately a northerly and southerly direction, the center line of which will commence at a point approximately 122 feet east of the west wall of our Wash House (located on the south side of West State Street and running eastward from North 41st Street) and continue to a point approximately 5' 6" west of the east wall of our Bottle House (located on the north side of West State Street and just east of North 41st Street) said tunnel to be constructed in such a manner so as not to interfere with the present city water and sewer mains embedded in West State Street, as per sketch (not drawn to scale) attached hereto and made a part hereof.

of which a plan is hereto annexed and made a part of this petition. Petitioner agrees to comply with all laws and all the ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, to remove said privilege upon 10 days notice, and to furnish a bond and to pay compensation as provided by law in the sum to be fixed by the proper city officers, and not to contest the above named statute in the legality of this special privilege in any way.

Referred to the Committee on Milwaukee-Edison Street.

MILLER BREWING COMPANY

FEB 21 1946

(Signed)

By

Fredrick J. Miller
Vice President

40 102

FRANZ H. H. H.
PLATE BORING C

BOTTLE HOUSE

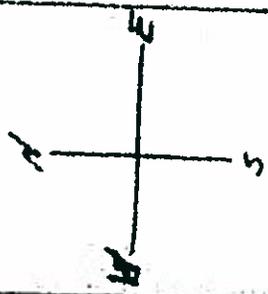
NORTH CURB

WEST STATE STREET

SOUTH CURB

WASH HOUSE

TUNNEL



5'-4"

4'-2"

12'-0"

7'

11'-2"

4'

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, located at 4012 N. State Street to construct and maintain an underground tunnel in and across N. State Street, in the 15th Ward of the City of Milwaukee.

RESOLVED, by the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege to construct and maintain an underground tunnel four (4) feet wide by five (5) feet six (6) inches high, the center line of said tunnel being 122 feet east of the east lot line of North 41st Street and extending across East State Street in a slightly northwesterly direction connecting Lot 6, Block 2 with Lot 3, Block 1, in Assessor's Plat No. 124 in the S.W. 1/4 Section 25, Township 7 North, Range 21 East. The cost for altering water mains, sewer and house drains to be borne by the applicant and said underground tunnel to be constructed to the approval of the Commissioner of Public Works and the Inspector of Buildings, before any work is commenced.

This privilege is granted upon the condition that the said grantee shall make and file in the Office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no/100 (\$3000.00) Dollars with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of seventy-nine and 20/100 (\$79.20) Dollars, as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, waives the right to contest

(a) in any manner, the validity of Section 66.05 (1), Wisconsin Statutes;

(b) the annual compensation amounting to the sum of seventy-nine and 20/100 (\$79.20) Dollars per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees

(1) shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;

(2) shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

ACTION OF THE COMMON COUNCIL

Date	Adopted under suspension of rules	Submitted by the Mayor
Order Declined	Ayes _____ Nays _____	Date MAR 5 1946
Referred to Committee	Committee report adopted MAR 4 1946	Approved <i>John J. ...</i>
Rescinded from Committee	Ayes 26 Nays 0	Date MAR 5 1946
Referred to other Committee via Committee on	Substitute accepted and Substitute Resolution adopted	Approved <i>John J. ...</i>
	Ayes _____ Nays _____	Date _____
Tabular Sheet Number		

Ray J. ...
Joseph ...
Laurence E. ...

Substitute

File number 83999-4

RESOLVED, By the Common Council of the City of Milwaukee, that Resolution File Number 83999, adopted March 4, 1946, granting a special privilege to the Miller Brewing Company, located at 4002 W. State Street to construct and maintain an underground tunnel in and across W. State Street, be and hereby is amended by striking out the word and figure "four (4)" where it appears in the fourth line of the first paragraph, before the word "feet" and inserting in lieu thereof the word and figure "five (5)", and further by striking out the words and figures "five (5) feet six (6) inches" where they appear in the fifth line of the first paragraph, before the word "high" and inserting in lieu thereof the words and figure "six (6) feet", and further by striking out the words and figures "seventy-nine and twenty one-hundredths (\$79.20)" where they appear in the eleventh and twelfth lines of the second paragraph, before the word "Dollars" and inserting in lieu thereof the words and figures "ninety and ten one-hundredths (\$90.10)" and further by striking out the words and figures "seventy-nine and twenty one-hundredths (\$79.20)" where they appear in the second and third lines of section (b), before the word "Dollars" and inserting in lieu thereof the words and figures "ninety and ten one-hundredths (\$90.10)".

Form C C 128 10-4-44

COMMON COUNCIL

OF THE



BY ALD.

FILE NUMBER

Resolution



CITY OF MILWAUKEE

Resolution to amend Resolution file no. 63929 granting a special privilege to the Miller Sewing Company, a Wisconsin Corporation, located at 4042 W. State Street to construct and maintain an underground tunnel in and across A. Mota Street, in the 10th Ward of the City of Milwaukee.

Referred to the Committee on STREETS-ALLEYS-SEWERS

Date

JUN 24 1946

COMMITTEE REPORTS

To the Honorable, the Common Council, Gentlemen:

<p>Date</p> <p>Your Committee on _____ recommends the adoption of the foregoing resolution.</p> <p>Countersigned:</p> <p>Comptroller</p> <p>Date</p>	<p>Date JUL 8 1946</p> <p>Your Committee on STREETS-ALLEYS-SEWERS to which was referred the foregoing resolution recommends the adoption of the foregoing substitute.</p> <p><i>J. J. Cannon</i> <i>L. E. Cochran</i></p> <p><i>Joseph Schmidt</i></p> <p>Date JUL 8 - 1946</p>	<p>Date</p> <p>Your Committee on _____ to which was referred the foregoing resolution recommends that it be _____</p>
--	--	---

ACTION OF THE COMMON COUNCIL

<p>Date</p> <p>Action Deleted</p> <p>Re-referred to Committee</p> <p>Recalled from Committee</p> <p>Referred to other Committee via Committee on</p>	<p>Adopted under suspension of rules</p> <p>Committee report adopted</p> <p>Substitute accepted and Substitute Resolution adopted</p> <p>JUL 8 1946</p> <p>Ayes 21 Nays</p>	<p>Submitted to His Honor the Mayor</p> <p>JUL 9 1946</p> <p><i>John P. Bohan</i> City Clerk</p> <p>Approved, JUL 9 1946</p> <p><i>John P. Bohan</i> Mayor</p>
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Certified Copy of Resolution

FILE NUMBER 83999

Resolution granting a special privilege to the Miller Brewing Company, a Wisconsin Corporation, located at 4002 W. State Street to construct and maintain an underground tunnel in and across W. State Street, in the 15th Ward of the City of Milwaukee.

Resolved, By the Common Council of the City of Milwaukee, that the Miller Brewing Company is hereby granted the right and privilege to construct and maintain an underground tunnel four (4) feet wide by five (5) feet six (6) inches high, the center line of said tunnel being 122 feet east of the east lot line of N. 41st Street and extending across W. State Street in a slightly northwesterly direction connecting Lot 8, Block 2 with Lot 3, Block 1, in Assessor's Plat No. 124 in the northwest one-quarter of Section 25, Township 7 north, Range 21 east. The cost for altering water mains, sewer and house drains to be borne by the applicant and said underground tunnel to be constructed to the approval of the Commissioner of Public Works and the Inspector of Buildings, before any work is commenced.]

This privilege is granted upon the condition that the said grantee shall make and file in the office of the City Clerk of the City of Milwaukee, a bond in the sum of Three Thousand and no one-hundredths (\$3,000.00) Dollars with two good sufficient sureties or a surety company, duly incorporated in the State of Wisconsin or duly licensed to do business in this state, such bond to be approved by the City Attorney of the City of Milwaukee and the aforesaid Miller Brewing Company will pay to the City Treasurer the annual fee of seventy-nine and twenty one-hundredths (\$79.20) Dollars, as long as such special privilege is maintained.

That the owner, the Miller Brewing Company, waives the right to contest:

(a) In any manner, the validity of Section 66.05(1) Wisconsin Statutes;

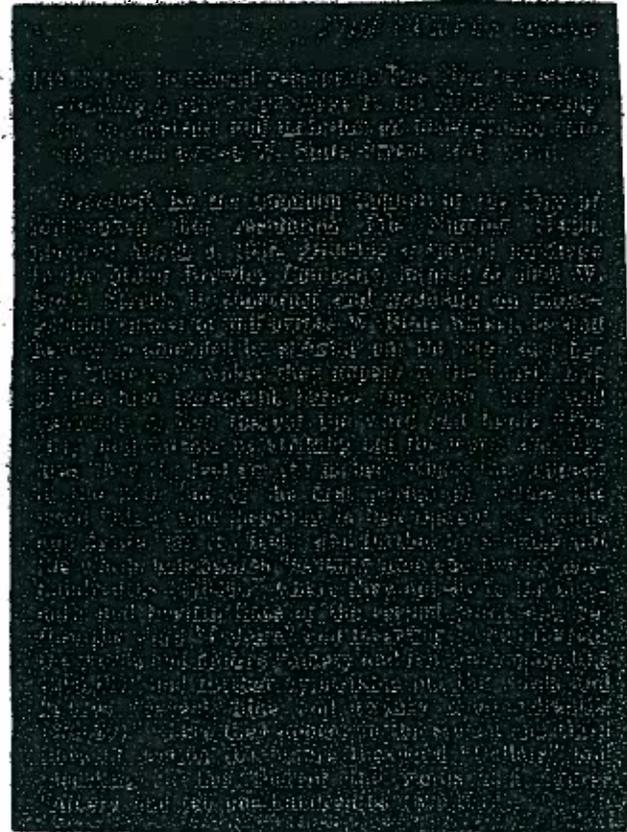
(b) The annual compensation amounting to the sum of seventy-nine and twenty one-hundredths (\$79.20) Dollars per annum payable on or before July 1st of each year.

That the Miller Brewing Company, its successors or assignees:

(1) Shall become primarily liable for damages to persons or property by reason of the granting of this special privilege;

(2) Shall remove this special privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Certified Copy of Resolution



JUL 12 1946

Office of the City Clerk
Milwaukee

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on

JUL 8 - 1946

Walter A. Klein

City Clerk

From: [Schmidt, Dawn](#)
To: [MacDonald, Terry;](#)
CC:
Subject: FW: MillerCoors/Milwaukee - Final Subterranean Lease Exhibit (SP 308)
Date: Tuesday, September 15, 2009 11:18:45 AM
Attachments: [308 TUNNEL.pdf](#)

Terry,

Attached is a corrected legal description and survey for the tunnel in Ordinance CC 090479. This attachment is correct for this tunnel, the one that was submitted with the Subterranean Space Lease petition is for a different tunnel. Can the attached survey be added to the file?

Thanks,

Dawn Schmidt
Civil Engineer III

City of Milwaukee
DPW -Planning and Development
841 North Broadway, Room 919
Milwaukee, WI 53202

414-286-2454 (phone)
414-286-0663 (fax)

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 107.32 feet to the point of beginning of lands to be described; thence North 06°12'20" West 66.02 feet to a point on the Northerly line of West State street; thence North 82°30'27" East along said Northerly line 8.75 feet to a point; thence South 06°12'20" East 66.02 feet to a point on the Southerly line of West State street; thence South 82°30'27" West along said Southerly line 8.75 feet to the point of beginning.

Containing 577.7 sq.ft. (0.013 acres).

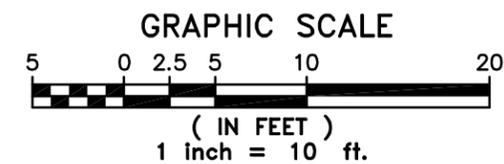
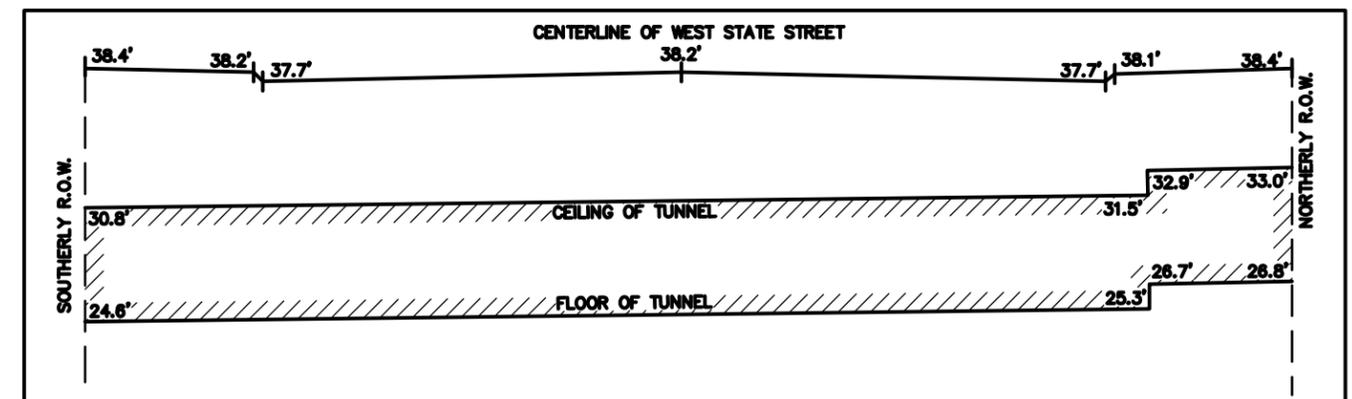
September 2, 2009

Miller Coors

Survey no. 163997-ajm

Note:
Elevations are based on the City of Milwaukee datum

PROFILE OF SUBSURFACE TUNNEL LOOKING WEST



 SUBSURFACE TUNNEL

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

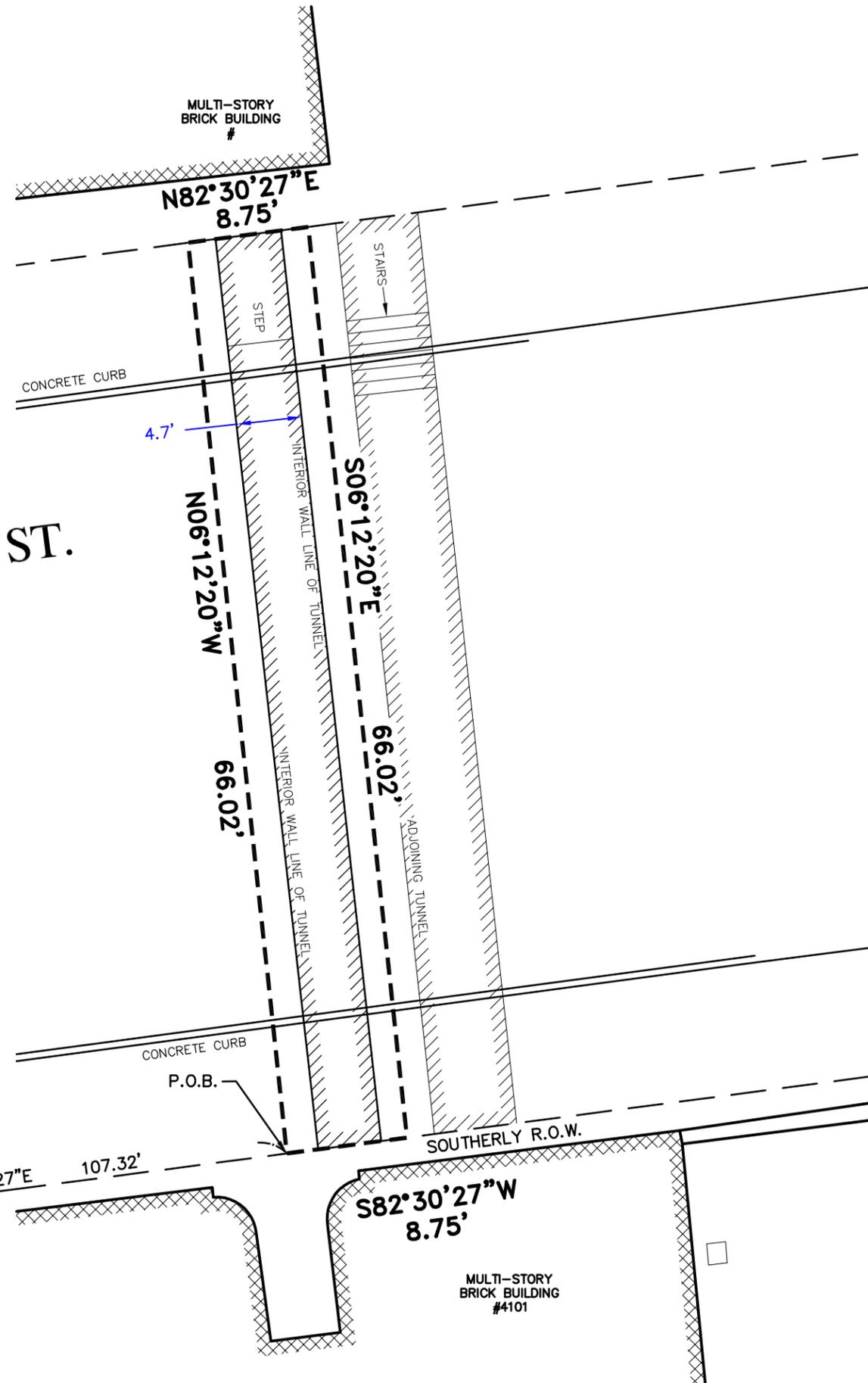
S:\5163997\dwg\EX501B10.dwg\EX501B10

SHEET 1 OF 1



W. STATE ST.
66' PUBLIC R.O.W.

NORTH 41ST STREET
60' PUBLIC R.O.W.





Department of Public Works
Infrastructure Services Division

Jeffrey J. Mantes
Commissioner of Public Works

Preston D. Cole
Director of Operations

Jeffrey S. Polenske
City Engineer

September 21, 2009

To the Public Works Committee

Subject: Air & Subterranean Space Leases
for MillerCoors, LLC

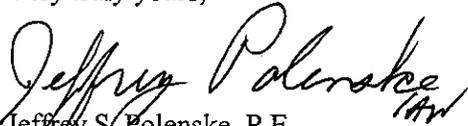
Dear Committee Members:

The Air and Subterranean Space Lease Committee met and recommended approval of the following subterranean space leases on September 21, 2009. The following leases are being requested by MillerCoors LLC for tunnels located in the 15th Aldermanic District in the vicinity of the intersection of North 41st Street and West State Street.

File No. 090479 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 108 feet east of North 41st Street.

File No. 090644 grants a subterranean space lease for encroachment of a tunnel crossing West State Street at a point approximately 7 feet east of North 41st Street.

Very truly yours,


Jeffrey S. Polenske, P.E.
City Engineer

MDL: ns
MBL

c: Alderman Willie L. Hines, Jr.
City Plan Commission

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 308 – CCFN 83999,
83999-a)

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-1143-000 & 387-0014-110

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
(Existing Special Privilege No. 308 – CCFN 83999, 83999-a)**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Lessor” or the “City”), and MILLERCOORS, LLC, a Delaware limited liability company (“Lessee” or “MillerCoors”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the “Lease”) as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors subterranean space to maintain an existing underground tunnel approximately five feet wide and six feet high (the “Improvement”), the center line of the underground tunnel being approximately 108 feet east of the east line of North 41st Street and extending across West State Street in a slightly northwesterly direction and more particularly described as follows:

A subsurface easement across West State Street, being a part of the Southwest ¼ of the Northwest ¼ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st Street and the present South line of West State Street; thence North 82°30’27” East along the Southerly right of way line of

West State Street 107.32 feet to the point of beginning of lands to be described; thence North 06°12'20" West 66.02 feet to a point on the Northerly line of West State Street; thence North 82°30'27" East along said Northerly line 8.75 feet to a point; thence South 06°12'20" East 66.02 feet to a point on the Southerly line of West State Street; thence South 82°30'27" West along said Southerly line 8.75 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").

3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$35 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").

4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.

5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.

6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.

7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's

Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the

termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however designated, of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(4), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ____ day of _____, 200____, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 200____.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 200____, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

SUBSURFACE EASEMENT EXHIBIT TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.
Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 107.32 feet to the point of beginning of lands to be described; thence North 06°12'20" West 66.02 feet to a point on the Northerly line of West State street; thence North 82°30'27" East along said Northerly line 8.75 feet to a point; thence South 06°12'20" East 66.02 feet to a point on the Southerly line of West State street; thence South 82°30'27" West along said Southerly line 8.75 feet to the point of beginning.

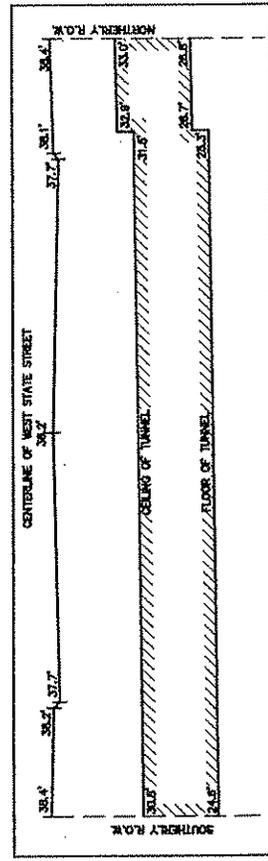
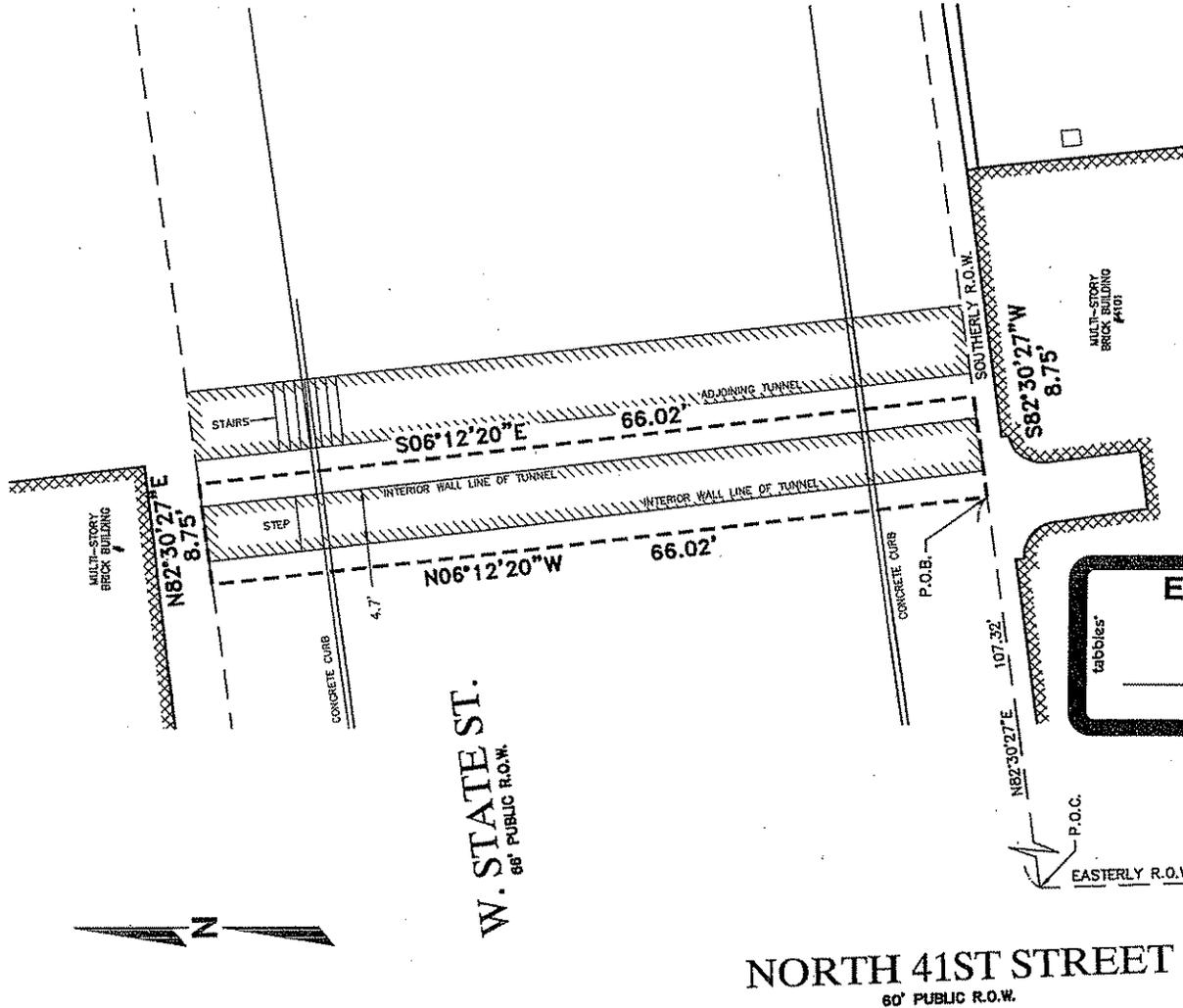
Containing 577.7 sq.ft. (0.013 acres).

September 2, 2009

Miller Coors

Survey no. 163997-ojm

Note:
Elevations are based on the City of Milwaukee datum



R.A. Smith National, Inc.
Beyond Surveying
and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-787-7373
www.ra-smithnational.com
ES1432974.dwg
ES301810.dwg EX301810

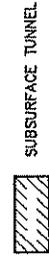
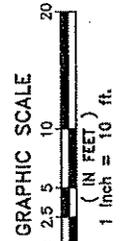


EXHIBIT
A

NORTH 41ST STREET
60' PUBLIC R.O.W.

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090479

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 108 feet east of the east line of North 41st Street in the 15th Aldermanic District, replacing and superseding existing Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a).

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$35.00	
TOTALS				\$35.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$35.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
 Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090479 grants a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 108 feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee, replacing and superseding existing Special Privilege No. 308 (Common Council File Nos. 83999 and 83999-a).

In accordance with state law, this file will grant a subterranean space lease to MillerCoors, LLC for an existing tunnel crossing under West State Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090480 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/1/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution approving the assignment to MillerCoors, LLC of an air space lease between the City of Milwaukee and Miller Brewing Company for a skywalk over West State Street in the 15th Aldermanic District.

Sponsors: THE CHAIR

Indexes: AIR SPACE LEASES

Attachments: Assignment and Consent to Assignment, Exhibit A to Assignment (1973 Airspace Lease), Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
090480
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution approving the assignment to MillerCoors, LLC of an air space lease between the City of Milwaukee and Miller Brewing Company for a skywalk over West State Street in the 15th Aldermanic District.

Analysis

This resolution approves the assignment to MillerCoors, LLC of an airspace lease, dated April 23, 1973, between the City of Milwaukee and Miller Brewing Company.

Body

Whereas, Miller Brewing Company entered into an airspace lease with the City of Milwaukee on April 23, 1973 for the right to use certain airspace over the 4100 block of West State Street to construct a skywalk not less than 19 feet above West State Street at its present grade (“the Lease”); and

Whereas, The Lease, which has a 99-year term, remains in full force and effect; and

Whereas, MillerCoors, LLC, as the current owner of the property, has acquired all rights, title, and interest in and to the Lease, and whereas MillerCoors, LLC accepts the assignment and transfer and assumes all of the obligations of Miller Brewing Company under the Lease, except as otherwise expressly provided; and

Whereas, A copy of the Assignment of Lease, with the original lease dated April 23, 1973 attached thereto as Exhibit A, is attached and made a part of this file; now, therefore, be it

Resolved, That the Common Council of the City of Milwaukee ratifies and approves the Assignment of Lease; and, be it

Further Resolved, That the proper City officials are hereby authorized and directed to execute an agreement to carry out this purpose.

Requestor
City Attorney

Drafter
TDM:tdm
July 31, 2009
1029-2008-2425:148575

**ASSIGNMENT OF LEASE FOR CERTAIN AIR SPACE IN THE VICINITY OF NORTH
41ST STREET ABOVE WEST STATE STREET IN THE CITY OF MILWAUKEE**

This ASSIGNMENT OF LEASE (the "Assignment"), made and entered into on the date last entered below, *nunc pro tunc*, to 11:59:59 p.m., June 30, 2008 from the MILLER BREWING COMPANY, a Wisconsin corporation (hereinafter "Miller"), of a lease dated April 23, 1973 (the "Lease"), attached hereto as Exhibit A and incorporated herein by reference, and the CITY OF MILWAUKEE, a Wisconsin municipal corporation (the "City"), to MILLERCOORS, LLC, a Delaware Limited Liability Company ("MillerCoors").

W I T N E S S E T H

WHEREAS, as Miller entered into the Lease with the City on April 23, 1973 and such Lease was recorded with the Register of Deeds of Milwaukee County as Document No. 4813835 on January 2, 1974 for the right to use certain air space over the 4100 block of West State Street to construct a skywalk not less than 19 feet above West State Street at its present grade, consisting of an area not more than 16 75/100 feet in height and 23 feet in width at the location more specifically described herein to connect Miller buildings on the north side and the south side of West State Street in the area more specifically described in Exhibit B; and

WHEREAS, the Lease remains in full force and effect and Miller, having fulfilled all its obligations and responsibilities thereunder, elects to continue the Lease for the balance of its 99-year term, subject to the terms and conditions of the Assignment; and

WHEREAS, Miller and the Molson Coors Brewing Company ("Coors") entered into a Merger and Acquisition Agreement (the "Merger Agreement") that became effective at 12:00 a.m. on July 1, 2008 (the "Effective Date"),

WHEREAS, in accordance with the Merger Agreement, Miller transferred by operation of law all its right, title and interest of Miller's property in the City and elsewhere, including the rights and obligations under the Lease and, as a result of such transfer, Miller and MillerCoors desire to execute this Assignment to make the transfer of the Lease under the terms of the Merger Agreement, as of the Effective Date, a matter of public record and request that the City accept the Assignment.

WHEREAS, to effectuate that intent, hereby execute the Assignment as follows:

NOW THEREFORE, in consideration of certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, , Miller and MillerCoors covenant and agree to the Assignment, and the City accepts the Assignment, as follows:

1. Assignment and Consent. The Lease is hereby confirmed by the parties and assigned by Miller to MillerCoors effective on the Effective Date set forth in this Assignment and Miller shall have no further obligation to MillerCoors or the City provided, however, no liability of Miller to the City under the Lease shall be released by agreement or operation of law unless MillerCoors fully complies with the terms and conditions of this Assignment. In accordance therewith, MillerCoors shall hereby assume and undertake all obligations, responsibilities, terms and conditions of the Lease immediately and without condition, retroactive to the Effective Date, such that Miller shall be released from all obligations and liabilities under the Lease and shall provide notarized copies of this Assignment to the City to confirm MillerCoors' assumption of all obligations, responsibilities, terms and conditions of the Lease, said copies to be submitted to the City Engineer for recordkeeping purposes and the City Comptroller for billing purposes.

2. Effect of Assignment. This Assignment, and any ordinance or resolution under which it is accepted by the City, shall not operate to repeal, rescind, modify or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic or any other similar ordinances, resolutions or regulations not specifically set forth in the ordinance or resolution of which this Assignment will become a part as originally provided pursuant to § 66.048(3), Wis. Stats. (1971), now § 66.0915(3), Wis. Stats. (2005-2006).

3. Indemnification. MillerCoors shall indemnify and save harmless Miller, its officers, employees and agents however designated, and shall indemnify and hold harmless the City, its officers, employees and agents however designated, provided however that the City has consented to the Assignment and released Miller from any and all obligations or responsibilities under the terms and conditions of the Lease, and MillerCoors shall defend Miller and the City from and against any and all liability, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and similar expenses to whomever owed and by whomsoever and whenever brought or obtained, related directly to the maintenance, operation and use of the certain air space over West State Street, which are not the result of the acts of Miller or the City or the respective officers, employees or agents however designated of each. This indemnity does not apply to any claims arising from the City's willful misconduct, gross negligence or demonstrable acts of bad faith.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the dates written below, *nunc pro tunc* to the Effective Date described herein, to execute and accept the Assignment.

MILLER BREWING COMPANY
a Wisconsin corporation

By: _____
Authorized Representative

Attest: _____
Secretary or Assistant Secretary

WITNESS:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200__,
_____ and _____, the
_____ and _____ of the above-named corporation,
to me known to be the persons who executed the foregoing Assignment and to me known to be
such _____ and _____ of such corporation,
acknowledge that they executed the foregoing instrument as such officers or representatives as
the act of the corporation by its authority.

Notary Public, State of Wisconsin
My Commission: _____

MILLERCOORS, LLC
a Delaware limited liability company

By: _____
Authorized Representative

Attest: _____
Secretary or Assistant Secretary

WITNESS:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 200____,
_____ and _____, the
_____ and _____ of the above-named limited
liability company, to me known to be the persons who executed the foregoing Assignment and to
me known to be such _____ and _____ of such
limited liability company, acknowledge that they executed the foregoing instrument as such
officers or representatives as the act of the limited liability company by its authority.

Notary Public, State of Wisconsin
My Commission: _____

ACCEPTANCE BY THE CITY OF MILWAUKEE OF THE ASSIGNMENT OF LEASE

The City of Milwaukee (the “City”), being fully advised in the premises and pursuant to Common Council Resolution No. _____, dated and adopted _____, 200____, hereby accepts, consents, acknowledges and recognizes the Assignment by Miller Brewing Company (“Miller”) to MillerCoors LLC (“MillerCoors”) by operation of law and the covenant of MillerCoors to be the sole party to meet and undertake all obligations, responsibilities, terms, and conditions of the Lease, the City hereby releases Miller from any further obligation and responsibility under the Lease to the extent that they have been fully assumed by MillerCoors in accordance with the terms of the Assignment.

The City further requires, as a condition to the release of liability of Miller from all obligations and responsibility under the terms and conditions of the Lease, that a notarized copy of the Assignment shall be submitted to the City Engineer for recordkeeping purposes and to the City Comptroller for billing purposes.

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 200____.

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

Signed and Sealed in Presence of:

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 200____, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT B

The Lease which is the subject of this Assignment is located in certain airspace above property more specifically described as follows:

That part of W. State St. lying under a bridge 23 feet in width, 66 feet more or less in length, 16.75 feet in height, with a clearance above W. State St. of not less than 19 feet above the existing grade of W. State St. The center line of said structure is a straight line running through part a. and part b., said point being described as follows:

Commencing at a point in the intersection of the center lines of N. 41st St. and W. State St. in said City of Milwaukee; thence S 83° 45' W 68.91 feet to a point; thence S 89° 01' W, 100.64 feet to a point:

- a. (For center line South) thence N 78° 29' W 11.08 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4 in Assessor's Plat No. 124 being a part of the NW ¼ of Section 25, Township 7 North, Range 21 East; thence S 0° 46' 45" E along the W line of said Lot 1, Block 4 to a point at the intersection of the S line of W. State St.; thence S 78° 29' E, 12.89 feet to a point which is the center line of said bridge at the South side of W. State St.;
- b. (For center line North) beginning at said aforementioned point in the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4 in Assessor's Plat No. 124 being a part of the NW ¼ of Section 25, in Township 7 North, Range 21 East; thence N 78° 29' W 1.45 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 3, Block 1; thence N 0° 46' 4" W to the North line of W. State St. to a point; thence S 78° 29' E, 16.31 feet along the N line of W. State St. to a point; thence N 89° 01' E, .31 feet to a point which is the center line of said bridge at the North side of W. State St.

GVK:e
3/19/73

REC 763 MAC 81
ORIGINAL

72-2031-4

LEASE

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171

The CITY OF MILWAUKEE, a municipal corporation, hereinafter called the "Lessor," and MILLER BREWING COMPANY, a Wisconsin corporation, hereinafter referred to as the "Lessee," pursuant to the provisions of Section 66.048(3), Wisconsin Statutes, 1971, hereby agree to enter into a lease agreement as follows:

1. The Lessor hereby leases a space over West State Street not less than nineteen (19) feet above said street at its present grade, consisting of an area not more than sixteen and seventy-five hundredths (16.75) feet in height and twenty-three (23) feet in width, described as follows:

That part of W. State St. lying under a bridge 23 feet in width, 66 feet more or less in length, 16.75 feet in height, with a clearance above W. State St. of not less than 19 feet above the existing grade of W. State St. The center line of said structure is a straight line running through part a. and part b., said point being described as follows:

Commencing at a point at the intersection of the center lines of N. 41st St. and W. State St. in said City of Milwaukee; thence S 83° 45' W 68.91 feet to a point; thence S 89° 01' W, 100.64 feet to a point:

a. (For center line South) thence N 78° 29' W 11.08 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4; thence S 0° 46' 45" E along the W line of said Lot 1, Block 4 to a point at the intersection of the S line of W. State St.; thence S 78° 29' E, 12.89 feet to a point which is the center line of said bridge at the South side of W. State St.;

b. (For center line North) beginning at said aforementioned point in the intersection of the center line of W. State St. and the W line of said Lot 1, Block 4; thence N 78° 29' W, 1.45 feet to a point which is the intersection of the center line of W. State St. and the W line of said Lot 3, Block 1; thence N 0° 46' 4" W to the North line of W. State St. to a point; thence S 78° 29' E, 16.31 feet along the N line of W. State St. to a point; thence N 89° 01' E, .31 feet to a point which is the center line of said bridge at the North side of W. State St.

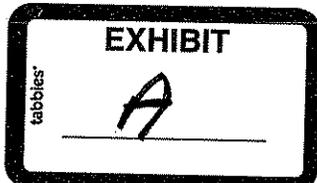
subject to the terms and conditions hereinafter set forth.

2. Terms. Said lease shall run for a period of ninety-nine (99) years from the date of the execution of said lease by said Lessee, provided, however, that the Lessee may terminate said lease at any time during the ninety-nine (99) year period by giving the Lessor due notice of its election to terminate said lease in writing

*in Assessor's Plat No. 124 being a part of the NW ¼ of Section 25, Township 7 North, Range 21 East.

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**00*



by registered or certified mail, at least six (6) months prior to the termination date specified in said notice, said termination, however, shall not become effective until the structure is completely removed.

3. Rental. The rental to said Lessor by the Lessee under the said lease shall be the sum of One Hundred and no/100ths Dollars (\$100.00) per year, which rental shall be paid by the Lessee to the Lessor in annual payments, the first payment being due upon the acceptance of this lease by the Lessee, and future annual payments to be due thirty (30) days prior to the annual anniversary date of said lease; said rental payments to be made to the office of the City Treasurer of the City of Milwaukee.

4. Use and Occupancy. The Lessee covenants and agrees that upon the execution of this lease with the Lessor, it will in due course construct and erect a fireproof enclosed structure joining buildings located adjacent to the premises herein leased, said structure to be used for such purposes as are consistent with the design and plan of the structure.

5. Plans, Regulations and Permits. The Lessee shall have plans and specifications for said structure prepared by a registered professional engineer, which plans and specifications shall be approved by the Commissioner of Public Works and the Inspector of Buildings of the City of Milwaukee prior to the commencement of construction of the structure. The structure shall be completed in every respect according to said plans and specifications and to the satisfaction of the registered professional engineer who shall supervise the construction thereof. The Lessee shall further obtain the necessary permits from the Lessor for the construction of said structure and pay all proper fees for the same, and comply with all building and zoning regulations of the Lessor, the County of Milwaukee and the State of Wisconsin, which shall at any time be applicable to the par-

ticular structure, or the construction and maintenance thereof.

6. Maintenance. The Lessee shall safely maintain said structure and regulate the use and occupancy thereof so that the structure or the use thereof will not be a hazard or danger to the persons or property of the public using the street below said structure.

7. Financial Responsibility. The Lessee shall maintain and keep in force during the term of said lease public liability insurance in the amount of Two Hundred Fifty Thousand and no/100ths Dollars (\$250,000.00) for an individual claim and One Million and no/100ths Dollars (\$1,000,000.00) for multiple claims arising out of an accident involving said structure or the use or occupancy of the premises hereby leased, and the Lessor in said policy shall be held harmless from all claims, liabilities or causes of action arising out of any injury to person, persons or damage to real or personal property arising out of construction, maintenance, destruction or dismantling of said structure or from collapse of said structure or which arise by reason of any material or thing whatsoever falling or being thrown from said structure, a certificate of insurance in said sum to such effect including the Lessor as a party insured shall be deposited with the City Clerk of the City of Milwaukee prior to the commencement of construction of said structure. Such policy of insurance shall also contain a provision that during the construction period the aggregate limits of such policy for multiple claims shall be increased to Three Million and no/100ths Dollars (\$3,000,000.00).

4813835

REGISTER'S OFFICE } SS
Milwaukee County, Wis. }
RECORDED AT: 9:55 AM M

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Reel 763 image 81 to 88 incl

Walter R. Bueyale
REGISTER OF DEEDS

8. Termination of Lease in the Event of Condemnation of Either or Both Buildings. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of either one or both of the buildings owned by the Lessee which are connected by said structure, to the extent that either or both buildings would not require the continued use of the structure, this lease shall be terminated as of the time the Lessee surrenders the use and occupancy of said structure and building or buildings and has said structure removed pursuant to this lease.

9. Removal of Facilities. The Lessee shall upon demand by the Lessor, pay such charges as may be incurred by the Lessor for the removal of any facilities, utilities or structures between the street lines and underneath the proposed structure which are made necessary by reason of the construction of the structure.

10. Signs. The Lessee shall not place or maintain any sign or signs or cause them to be placed on the outside of said structure.

11. Act of God, Rioting, and Public Enemies. In the event of the destruction of said structure by an act of God, public enemies, or by reason of riot or insurrection, the said lease shall terminate and the Lessee shall not be required to pay any further rent to the Lessor. However, in such event, the Lessee shall have the right to reconstruct the structure, or any portion thereof demolished, provided such reconstruction is started within six (6) months of the destruction, and in such event the Lessee shall pay rental for any period during which the structure was destroyed and inoperative.

12. Entry by Lessor. The Lessor, by its officers, agents or employes, may at all reasonable times enter upon said demised area to view the condition of the structure and require any and all necessary repairs and alterations thereto for the public safety and well being.

13. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent and such default shall continue for a period of thirty (30) days after written notice thereof by registered or certified mail to the Lessee by the Lessor, or if default shall be made in any of the other terms and conditions to be kept, observed and performed by the Lessee, and such default shall continue for thirty (30) days after written notice thereof by registered or certified mail to the Lessee from the Lessor, then the Lessor may at any time thereafter, prior to the procuring of such default within reasonable time, declare the term of said lease ended and terminated by giving the Lessee written notice of such intention and if possession of the demised area is not immediately surrendered, the Lessor may re-enter thereon for possession itself thereof and declare said lease to be terminated; in such event the Lessor may require that the Lessee remove and demolish said structure at its own expense or the Lessor may remove or demolish said structure and require the payment of the expense thereof from the Lessee to the Lessor within thirty (30) days thereafter.

14. Surrender of Premises. Upon the termination of the lease, the Lessee and the Lessor further covenant and agree that the Lessee shall yield up the area without further notice, but before the surrender of said area, the Lessee shall cause the structure to be demolished and removed and the area returned to the same condition it was in as when first acquired by the Lessee. In the event of the failure of Lessee to so remove said structure within six (6) months after the termination of the lease, it shall pay liquidated damages to the Lessor in the sum of One Hundred Dollars (\$100.00) for each and every day it remains in possession of said area after the expiration of six (6) months from the termination of said lease.

15. Parties to said Lease. The term "parties to said lease" shall include the successors and assigns of the Lessor and Lessee, respectively.

16. This lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify or amend any ordinances or resolutions of the City of Milwaukee relating to the use or obstruction of streets, the granting of permits and any regulations relating to the preservation of order and movement of traffic, or any other ordinances or resolutions or regulations not specifically set forth in the ordinance of which this lease is a part or as authorized by said Section 66.048 (3), Wisconsin Statutes.

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Henry W. Maier, Mayor, and Allen R. Callahan, Jr. City Clerk, and countersigned by O. N. Seichel, Deputy, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 23rd day of April, 1973.

CITY OF MILWAUKEE

By

Henry W. Maier
Mayor
Allen R. Callahan, Jr.
City Clerk

Signed and sealed in presence of:

Hildegard H. Callon

Christie M. Todd

Countersigned:

O. N. Seichel
Deputy City Comptroller

IN WITNESS WHEREOF, Miller Brewing Company, a Wisconsin corporation, has caused these presents to be signed by William K. Howell, Clifford R. Wilmot, and countersigned by Warren H. Dunn, _____, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this 25th day of April, 1973.



MILLER BREWING COMPANY

By *J. H. Maxwell* Exec. Vice President

By *Clifford P. Wilcox* Vice President

Countersigned:

Signed and sealed in presence of:

Rosalie Tagliavira

Cathy Jigg

Warren H. Dunn Secretary

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this 23rd day of April, 1973, Henry W. Maier, Mayor 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 mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.



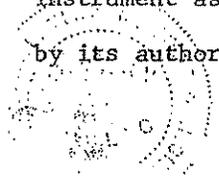
Gerald W. Colton
Notary Public, Milwaukee Co., Wis.

My commission expires: Jan 20, 1974

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this 23rd day of April, 1973, *Allen R. Colborn, Jr.*, 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, by its authority.



Christine M. Dues
Notary Public, Milwaukee Co., Wis.

My commission expires: Sept. 19, 1976

CITY OF MILWAUKEE FISCAL NOTE

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

A) DATE: September 23, 2009

FILE NUMBER: 090480
Original Fiscal Note Substitute

SUBJECT: Resolution approving the assignment to MillerCoors, LLC of an air space lease between the City of Milwaukee and Miller Brewing Company for a skywalk over West State Street in the 15th Aldermanic District.

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

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

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

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

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

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

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE

None

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090480 approves the assignment to MillerCoors, LLC of an air space lease between the City of Milwaukee and Miller Brewing Company for a skywalk over West State Street in the 15th Aldermanic District.

In accordance with state law, this file will grant an air space lease to MillerCoors, LLC for an existing skywalk over West State Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090644 **Version:** 1

Type: Ordinance **Status:** In Committee

File created: 9/1/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately six feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee.

Sponsors: THE CHAIR

Indexes: SUBTERREANEAN SPACE LEASES

Attachments: Subterranean Lease Information from the Department of City Development, Letter from Air and Subterranean Space Committee, Lease, Fiscal Note, City Plan Commission Letter.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/22/2009	1	CITY CLERK	DRAFT SUBMITTED		
9/24/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090644

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

A substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately six feet east of the east line of North 41st Street in the 15th Aldermanic District in the City of Milwaukee.

Analysis

In accordance with state law, this ordinance will grant a subterranean space lease to MillerCoors, LLC to continue occupying and maintaining an existing tunnel beneath a portion of West State Street approximately six feet east of the east curb line of North 41st Street in the City of Milwaukee.

Body

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

Part 1. FINDINGS. In accordance with the provisions of § 66.0915(4), Wis. Stats. (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee, through the proper City officials, enter into a lease with MillerCoors, LLC for an underground tunnel approximately four feet wide by six feet high, the center line of said tunnel being approximately six feet east of the east line of North 41st Street and extending across West State Street in a slightly northwesterly direction, and the Common Council of the City of Milwaukee hereby finds that such subterranean space is not needed for street, alley or other public purposes and that the underground tunnel will continue to serve the public interest in promoting industry in the City of Milwaukee.

Part 2. Attached and made part of Common Council File No. 090644 is a copy of the lease in substantially the same form as the lease that will be signed.

Part 3. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Part 4. The Department of City Development, through its real estate section, shall process, with City department funds, the recording of this ordinance with the Milwaukee County Register of Deeds and shall forward the recording information complete with a final copy of the ordinance and lease to the City Engineer and the City Comptroller.

Part 5. This ordinance shall take effect and be in force from and after its passage and publication.

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
CA
Drafter
TDM/tdm
1029-2008-2423:149909
09/15/2009



August 28, 2009

City Clerk Ronald D. Leonardt
Attn: James Owczarski
Office of the City Clerk

Commissioner Art Dahlberg
Dept. of Neighborhood Services

Commissioner Richard Marcoux
Attn: Elaine Miller
Department of City Development

City Attorney Grant F. Langley
Attn: Tom Miller
Office of the City Attorney

Commissioner Jeffrey J Mantes
Attn: Ghassan Korban
Department of Public Works

City Engineer Jeffrey S. Polenske
Attn: Michael Loughran

Re: Subterranean space lease petition from MillerCoors, LLC

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Miller Coors, LLC. The lease is being requested for existing underground tunnel between 3.80 and 4.55' wide by approximately 6' high, said tunnel beginning 6.68' east of the E/L of N 41st St and extending across W State St in a slightly northwesterly direction.

I am asking that the City Clerk prepare the appropriate file for introduction at the next Council meeting.

I am asking that all of you review the enclosed materials in preparation for a meeting in September to discuss these submittals and the committee's recommendation regarding this lease.

Should you require additional information from the applicant, please give me a call at ext. 8480.

Thank you.

Sincerely,

Linda Eichhorst
Development Center

Attachments

Cc: Ald. Willie Hines
Brian Randall

City of
Milwaukee
Development Center

Customer Information

809 N. Broadway/PO Box 324/Milwaukee, WI 53201-0324/414-286-8211

Air or Subterranean Space Lease Petition

Submit this application with \$150 application fee to:
Milwaukee Development Center
Make check payable to City of Milwaukee.
Application fee is non-refundable.

Date August 27, 2009

TO THE HONORABLE, THE COMMON COUNCIL OF THE CITY OF MILWAUKEE:

The undersigned MillerCoors, LLC, a Delaware limited liability company,
(state whether petitioner is an individual, co-partnership, Wisconsin or foreign corporation)
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3) and (4) of the Wisconsin Statutes, that the following space lease be granted:

Subterranean Space Lease for existing underground tunnel between 3.80 and 4.55 feet wide by approximately
6 feet high, said tunnel beginning 6.68 feet east of the east line of North 41st Street and extending across
West State Street in a slightly northeasterly direction
of which building plans, plot plans and descriptive data showing the elevations, locations, height and size of the proposed structure and its relationship to adjoining buildings are herewith submitted.

The petitioners are the owners in fee of the following described real property:

MillerCoors, LLC owns the property on the north and south sides of West State Street including
Lot 8, Block 2 and Lot 3, Block 1 in Assessor's Plat No. 124 being a part of the NW one-quarter
of Section 25, Township Number 7 North, Range 21 East

also known by street and number as 4001 West Street Street (Bldg. 15) and 3930 West State Street (Bldg. 26)
which property is located on both sides of that portion of the (street, ~~alley or~~ XXXXXXXXXX) to be so leased.

This petition is subject to such terms and conditions as may be agreed up on between the City of Milwaukee and the petitioner, which terms and conditions shall be set forth in a written lease pursuant to Section 66.048(3) and (4), Wisconsin Statutes. The leasing of such space shall be subject to a determination by the Common Council of the City of Milwaukee that such space is not needed for street, alley or other public purpose and that the public interest will be served by such leasing, and upon such determination as shall be authorized by ordinance duly passed by the City of Milwaukee.

Signature Brian C. Randall *Brian C. Randall, Agent*

Address 330 East Kilbourn Avenue, Suite 1250 (53202)

Phone (414) 271-0130

Corporation, firm or society MillerCoors, LLC

Address 3939 West Highland Boulevard (53208)

Title or office held in same Authorized Agent and Attorney-in-Fact

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the southerly right of way line of West State street 6.68 feet to the point of beginning of lands to be described; thence North 03°34'37" East 67.25 feet to a point on the northerly line of West State street; thence North 82°30'27" East along said northerly line 8.73 feet to a point; thence South 04°14'08" West 67.41 feet to a point on the southerly line of West State street; thence South 82°30'27" West along said southerly line 7.94 feet to the point of beginning.

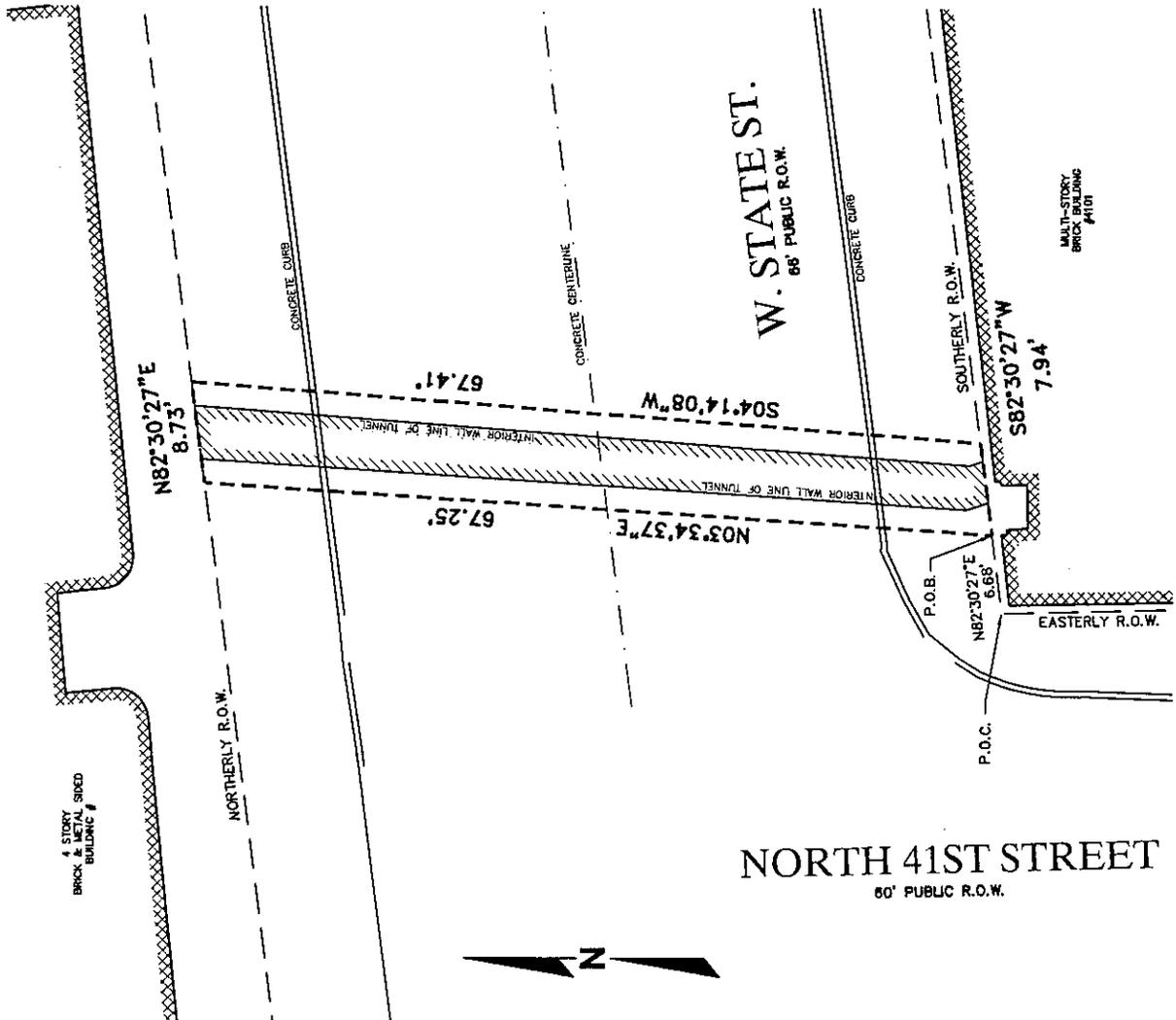
Containing 550 sq.ft. (0.013 acres).

February 19, 2009

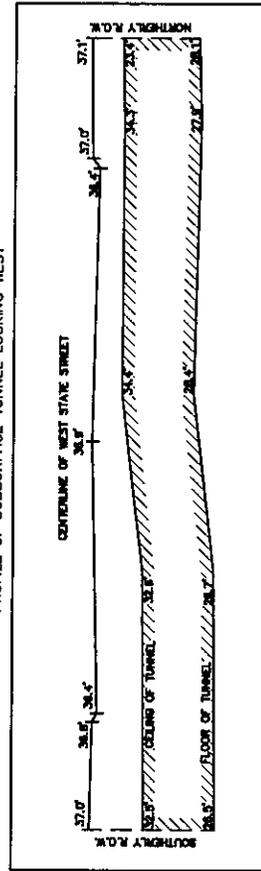
Miller Coors

Survey no. 163897-ojn

Note:
Elevations are based on the City of Milwaukee datum



PROFILE OF SUBSURFACE TUNNEL LOOKING WEST



R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

55163975mg
EX008.dwg/EX201610

SHEET 1 OF 1

(Tunnel X)



FRIEBERT, FINERTY & ST. JOHN, S.C.
ATTORNEYS AT LAW

Two Plaza East - Suite 1250 • 330 East Kilbourn Ave. • Milwaukee, Wisconsin 53202
Phone 414-271-0130 • Fax 414-272-8191 • www.ffsj.com

ROBERT H. FRIEBERT
JOHN D. FINERTY
THOMAS W. ST. JOHN
WILLIAM B. GUIB
BRADDEN C. BACKER
S. TODD FARRIS
TED A. WARPINSKI
MATTHEW W. O'NEILL
SHANNON A. ALLEN
JEREMY P. LEVINSON
LAWRENCE J. GLUSMAN
BRIAN C. RANDALL
CHRISTOPHER M. MEULER
SARA E. DILL*
M. ANDREW SKWIERAWSKI
JOSEPH M. PELTZ

*ALSO ADMITTED IN FLORIDA & ILLINOIS

**ATTACHMENT TO
PETITION FOR SUBTERRANEAN SPACE LEASE**

for the underground tunnel in the Vicinity of 4100 West State Street

for

MillerCoors LLC

in the 15th Aldermanic District in the City of Milwaukee

TO THE HONORABLE CITY OF MILWAUKEE COMMON COUNCIL:

The petitioner, MillerCoors LLC, by Friebert, Finerty & St. John, S.C., its attorneys, pursuant to § 245-14, Milwaukee Code of Ordinances and § 66.0915(3), Wis. Stats., in connection with its Petition for Subterranean Space Lease for an underground tunnel beginning 6.68 feet east of the east line of North 41st Street and extending below West State Street in a northeasterly direction ("Tunnel X"), hereby states as follows:

1. Tunnel X is below West State Street in the approximate location identified on the MillerCoors LLC Milwaukee Brewery Facility Layout attached hereto.
2. Tunnel X is below West State Street in the approximate location identified on the aerial photograph attached hereto.
3. Tunnel X contains the following utilities and process piping:

(Steam) Condensate Return line
Electrical Service lines for process equipment power and lighting
Anhydrous Ammonia piping for process cooling
Beer Feed lines.

Dated at Milwaukee, Wisconsin this 27th day of August, 2009.

FRIEBERT, FINERTY & ST. JOHN, SC.

John D. Finerty

Wisconsin State Bar No. 1009840

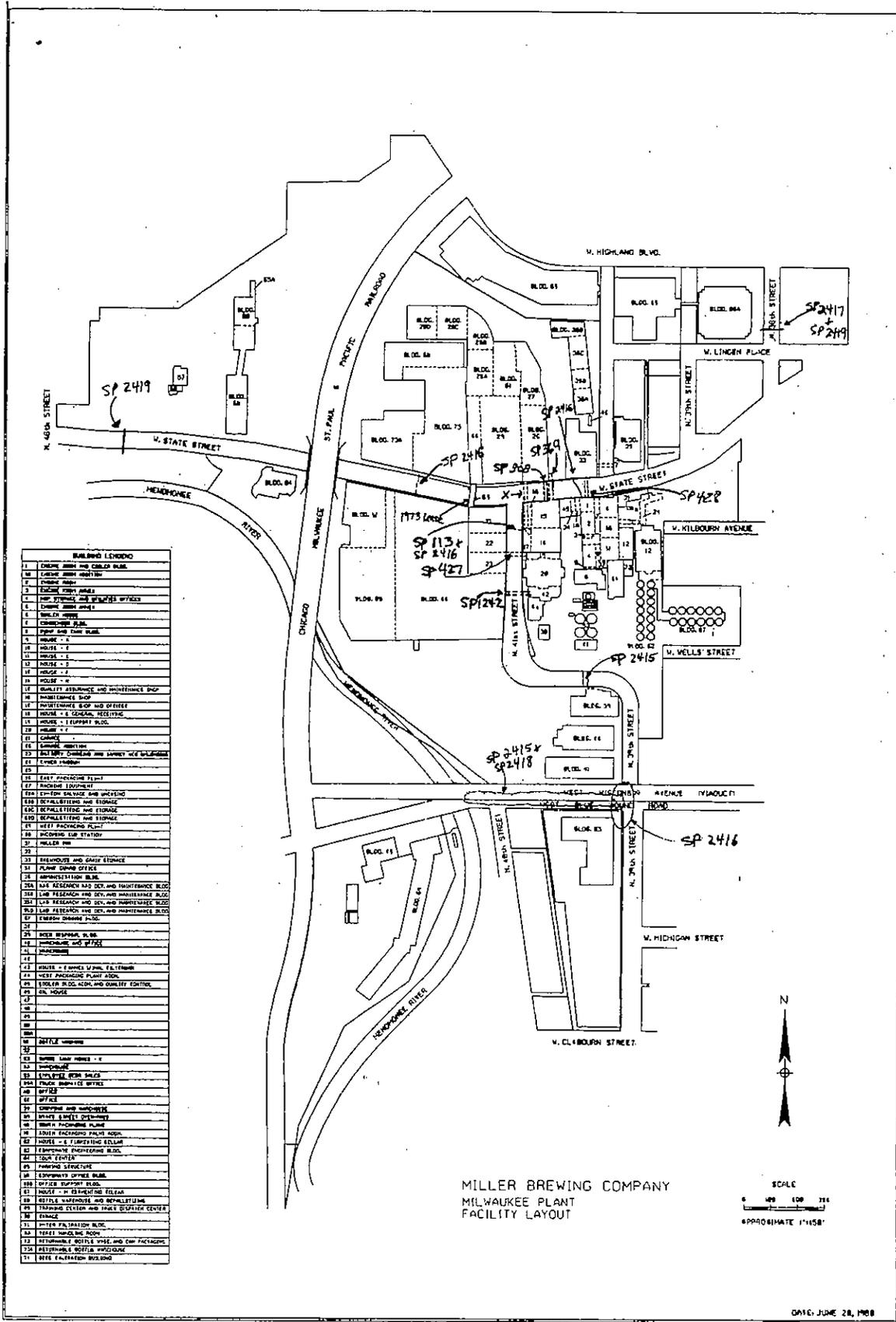
Brian C. Randall

Wisconsin State Bar No. 1029064

By:

Brian C. Randall

Attorneys for Petitioner MillerCoors LLC



MILWAUKEE LEGEND	
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MILLER BREWING COMPANY
MILWAUKEE PLANT
FACILITY LAYOUT

SCALE
0 100 200
APPROXIMATE 1"=100'

DATE: JUNE 28, 1988

KEY: SP 2415 (CC File 080272)
SP 2416 (CC File 080273)
SP 2417 (CC File 080274)
SP 2418 (CC File 080275)
SP 2419 (CC File 080291)

SP 113 (n/k/a Lease per CC File 090234)
SP 308 (n/k/a Lease per CC File 090479)
SP 369 (n/k/a Lease per CC File 090464)
SP 427 (n/k/a Lease per CC File 090463)
SP 428 (n/k/a Lease per CC File 090466)
SP 1242 (n/k/a Lease per CC File 030896)
Tunnel X (n/k/a Lease per CC File 09)
1973 Lease (Assigned to MillerCoors LLC per CC File 090480)



Tunnel X

SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
("Tunnel X")

Document Number

Document Title

Recording Area

Name and Return Address

Ms. Elaine Miller
Real Estate and Development Services
Redevelopment Authority of the City of
Milwaukee
809 N. Broadway, 2nd Floor
Milwaukee, WI 53202

387-1143-0000 & 387-0014-110

Parcel Identification Number (PIN)

**SUBTERRANEAN SPACE LEASE
BETWEEN THE CITY OF MILWAUKEE
AND MILLERCOORS, LLC
FOR AN EXISTING IMPROVEMENT
("Tunnel X")**

The CITY OF MILWAUKEE, a Wisconsin municipal corporation ("Lessor" or the "City"), and MILLERCOORS, LLC, a Delaware limited liability company ("Lessee" or "MillerCoors"), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement (the "Lease") as of the ___ day of _____, 200__.

1. Description. The City hereby leases MillerCoors subterranean space to maintain an existing underground tunnel approximately four feet wide and six feet high (the "Improvement"), said tunnel being approximately six feet east of the east line of North 41st Street and extending across West State Street in a slightly northwesterly direction and more particularly described as follows:

A subsurface easement across West State Street, being a part of the Southwest ¼ of the Northwest ¼ of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows.

Commencing at the intersection of the present East line of North 41st Street and the present South line of West State Street; thence North 82°30'27" East along the Southerly right of way line of West State Street 6.68 feet to the point of beginning of lands to be described; thence North 03°34'37" West 67.25 feet to a point on the Northerly line of West State Street; thence North

82°30'27" East along said Northerly line 8.73 feet to a point; thence South 04°14'08" West 67.41 feet to a point on the Southerly line of West State Street; thence South 82°30'27" West along said Southerly line 7.94 feet to the point of beginning.

See also, Exhibit A.

2. Term and Termination. The Lease shall run for a period of 99 years from the date of the execution of the Lease. MillerCoors, however, may terminate the Lease at any time during the 99-year period by giving the City due notice of its intention to terminate the Lease in writing by registered or certified mail at least six months prior to the termination date specified in the notice. The termination, however, shall not become effective until the structure authorized by the Lease is completely removed and the public right of way restored to the satisfaction of the City's Commissioner of Public Works (the "Commissioner of Public Works").
3. Rental. The rental payable to the City by MillerCoors under the Lease shall be the sum of \$35 per year. This rental shall be paid by MillerCoors annual payments to the Office of the City Comptroller (the "Comptroller"), the first payment being due 20 days after the passage of an ordinance by the Common Council of the City approving this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the City, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the averaged land values of the neighboring properties. If appropriate, MillerCoors may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development ("DCD").
4. Use and Occupancy. MillerCoors covenants and agrees that the Improvement currently located within the public space subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures ("Standards") that may be established from time to time by the Plan Commission of the City.
5. Maintenance. The Lessee shall safely maintain the Improvement and regulate its use and occupancy so that the Improvement or its use will not be a hazard or danger to the persons or property of the public using or in the public right of way. No material changes to the Improvement that deviate from the original plans and specifications previously approved by the City may be made during the course of this Lease without the written approval of the Commissioner of Public Works.
6. Plans, Regulations, and Permits – Replacement Structure. In the event that MillerCoors seeks to demolish the existing Improvement and replace it with a new structure, MillerCoors shall submit to the Commissioner of Public Works and Commissioner of DCD the plans and specifications for the replacement structure prepared by a registered professional engineer or architect. The plans and specifications shall be approved by the Commissioner of Public Works and the Commissioner of DCD prior to the commencement of construction of the replacement structure, which approval shall not be unreasonably withheld. The replacement structure shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer or architect who shall supervise the construction thereof. MillerCoors shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of the City, Milwaukee County, and the State of Wisconsin, which shall at any time be applicable to the construction and maintenance of the Improvement.
7. Insurance and Indemnity. MillerCoors shall maintain and keep in force during the term of the Lease public-liability insurance for the same limits as are and will be in effect for the adjoining structures, but in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the Improvement or the use or occupancy of the premises hereby leased, and the City shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the Improvement, or from collapse or cave in of the Improvement; or which arise by reason of any material or thing whatsoever falling, being thrown or escaping from the Improvement. A certificate of insurance in those sums, including the City as a party insured, shall be deposited with the City's Clerk immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of any replacement Improvement the aggregate limits of the policy for multiple

claims shall be increased to \$3,000,000.00. At the option of the City, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the abutting properties.

8. Termination of Lease in the Event of Condemnation of Either or Both Structures. In the event that any governmental authority or agency shall require the use of or take all of, or a major portion of, either one or both of those structures that are connected by the Improvement, to the extent that the Improvement would no longer be usable or useful to MillerCoors or to the extent that either or both of those structures would not require the continued use of the Improvement, this Lease shall be terminated as of the time the use and occupancy of the Improvement or the structures are surrendered and the Improvement is removed pursuant to this Lease. It is further understood that in the event of condemnation or acquisition by any governmental authority or agency of all or a part of either one or both of such structures, the value of the Improvement or any leasehold interest created hereunder shall not be an element of damages, nor in any way be considered as a factor of valuation of the property acquired in any action against the City or any authority of the City.

9. Removal of Street Facilities. MillerCoors shall upon demand by the City pay such charges as may be incurred by the City for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the Improvement that are made necessary by reason of the construction of any replacement Improvement. The City shall first, however, provide MillerCoors with notice of such charges and any removal or relocation that may be required.

10. Act of God, Rioting, Terrorism or Public Enemies. In the event of the destruction of the Improvement by an act of God, public enemies, or by reason of riot, insurrection or terrorism, the Lease shall terminate and MillerCoors shall not be required to pay any further rent to the City. In that event, the Lease shall not terminate if MillerCoors reconstructs the Improvement or any portion thereof demolished, provided the reconstruction is commenced within six months of the destruction, and in such event MillerCoors shall pay rental for any period during which the Improvement was destroyed or inoperative.

11. Entry by Lessor. The City, by its officers, agents, or employees, may at all reasonable times during MillerCoors' business hours and upon reasonable prior notice to MillerCoors, with the exception of emergencies in which case notice shall be given as soon thereafter as possible, have access to and enter the Improvement to view the condition of the Improvement and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate MillerCoors' obligation of determining and maintaining the structural adequacy of the Improvement.

12. Default and Penalty. In the event default shall be made at any time by the Lessee in payment of rent, and such default shall continue for a period of 30 days after written notice thereof by registered mail or certified mail to MillerCoors by the City, or if default shall be made in any of the other terms and conditions to be kept, observed, and performed by MillerCoors, and such default shall continue for 30 days after written notice thereof by registered or certified mail to MillerCoors from the City, or if default is of such a nature as to require more than 30 days to effect a cure, and MillerCoors shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then the City may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of the Lease ended and terminated by giving MillerCoors written notice of its intention. If possession of the demised area is not immediately surrendered, the City may re-enter therein and declare the Lease to be terminated. In such event the City may require that MillerCoors remove and demolish the Improvement at MillerCoors' own expense or the City may remove or demolish the Improvement and require the payment of the expense thereof from MillerCoors to the City within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, MillerCoors agrees to surrender or relinquish any claims or right to further utilize this area. MillerCoors shall, prior to surrender of the area, cause the Improvement to be demolished and removed and the area returned to the same condition as it was when first acquired by MillerCoors in compliance with the applicable building codes of the City unless otherwise directed by the City. In the event of the failure of MillerCoors to remove the Improvement within 6 months after the termination of the Lease, they shall pay liquidated damages to the City in the sum of \$100.00 for each and every day MillerCoors remains in possession of the area after the expiration of six months from the termination of the Lease

provided that the failure of MillerCoors to remove the Improvement within such period shall not have resulted from any action by the City, or any third party acting on behalf of the City.

14. Parties to Lease. The term "parties to the Lease" shall include the successors, agents or assigns, however designated, of the City and MillerCoors, respectively.

15. Effect of Lease. This Lease and the ordinance under which it is executed shall not operate to repeal, rescind, modify, or amend any ordinances or resolutions of the City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other similar ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part, or as authorized by sec. 66.0915(4), Wisconsin Statutes (2005-2006).

16. Assignment. MillerCoors, and its successors, agents or assigns, however designated, may assign its interest in this Lease to any party who holds fee title or a leasehold estate in the land abutting the public space described in paragraph 1 of this Lease. With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of MillerCoors under the Lease, the assignor shall be released from all obligations and liabilities under this Lease, and a notarized copy shall be submitted to the City Engineer for record-keeping purposes and the Comptroller for billing purposes.

17. Notices. Notices required hereunder shall be sent to:

For the City (Lessor):
City Engineer, City of Milwaukee
Department of Public Works, Infrastructure Services Division
841 North Broadway, Room 701
Milwaukee, WI 53202

For MillerCoors (Lessee):
MillerCoors, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606
Attn: General Counsel

With a copy to:
MillerCoors, LLC
3939 West Highland Boulevard
P.O. Box 482
Milwaukee, WI 53208
Attn: Plant Manager

IN WITNESS WHEREOF, MILLERCOORS, LLC, a Delaware limited liability company has caused these presents to be signed at Chicago, Illinois, this ____ day of _____, 200__.

MILLERCOORS, LLC

ATTEST:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

MILLERCOORS, LLC
250 South Wacker Drive, Suite 800
Chicago, IL 60606

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COOK COUNTY)

Personally came before me this ___ day of _____, 200___, _____ and _____, the _____ and _____, respectively, of the above-named party, MILLERCOORS, LLC, to me known to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of such LLC and acknowledged that they executed said foregoing instrument as such officers as the act of the LLC, by its authority.

Notary Public, State of Illinois
My commission expires: _____

IN WITNESS WHEREOF, the City of Milwaukee has caused these presents to be signed by Tom Barrett, Mayor, and Ronald D. Leonhardt, City Clerk, and countersigned by W. Martin Morics, City Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed this ___ day of _____, 200___.

CITY OF MILWAUKEE

COUNTERSIGNED:

TOM BARRETT, Mayor

W. MARTIN, MORICS, Comptroller

RONALD D. LEONHARDT, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 200___, Tom Barrett, Mayor of the City of Milwaukee, above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of such municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation by its authority and pursuant to Ordinance No. _____ adopted by the Common Council of the City of Milwaukee on _____.

Notary Public, State of Wisconsin
My commission expires: _____

SUBSURFACE EASEMENT EXHIBIT

TUNNEL BELOW WEST STATE STREET

Situated in West State street, in the City of Milwaukee, Milwaukee County, Wisconsin.

A subsurface easement across West State street, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 25, Town 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:
 Commencing at the intersection of the present East line of North 41st street and the present South line of West State street; thence North 82°30'27" East along the Southerly right of way line of West State street 6.68 feet to the point of beginning of lands to be described; thence North 03°34'37" East 67.25 feet to a point on the Northerly line of West State street; thence North 82°30'27" East along said Northerly line 8.73 feet to a point; thence South 04°14'08" West 67.41 feet to a point on the Southerly line of West State street; thence South 82°30'27" West along said Southerly line 7.94 feet to the point of beginning.

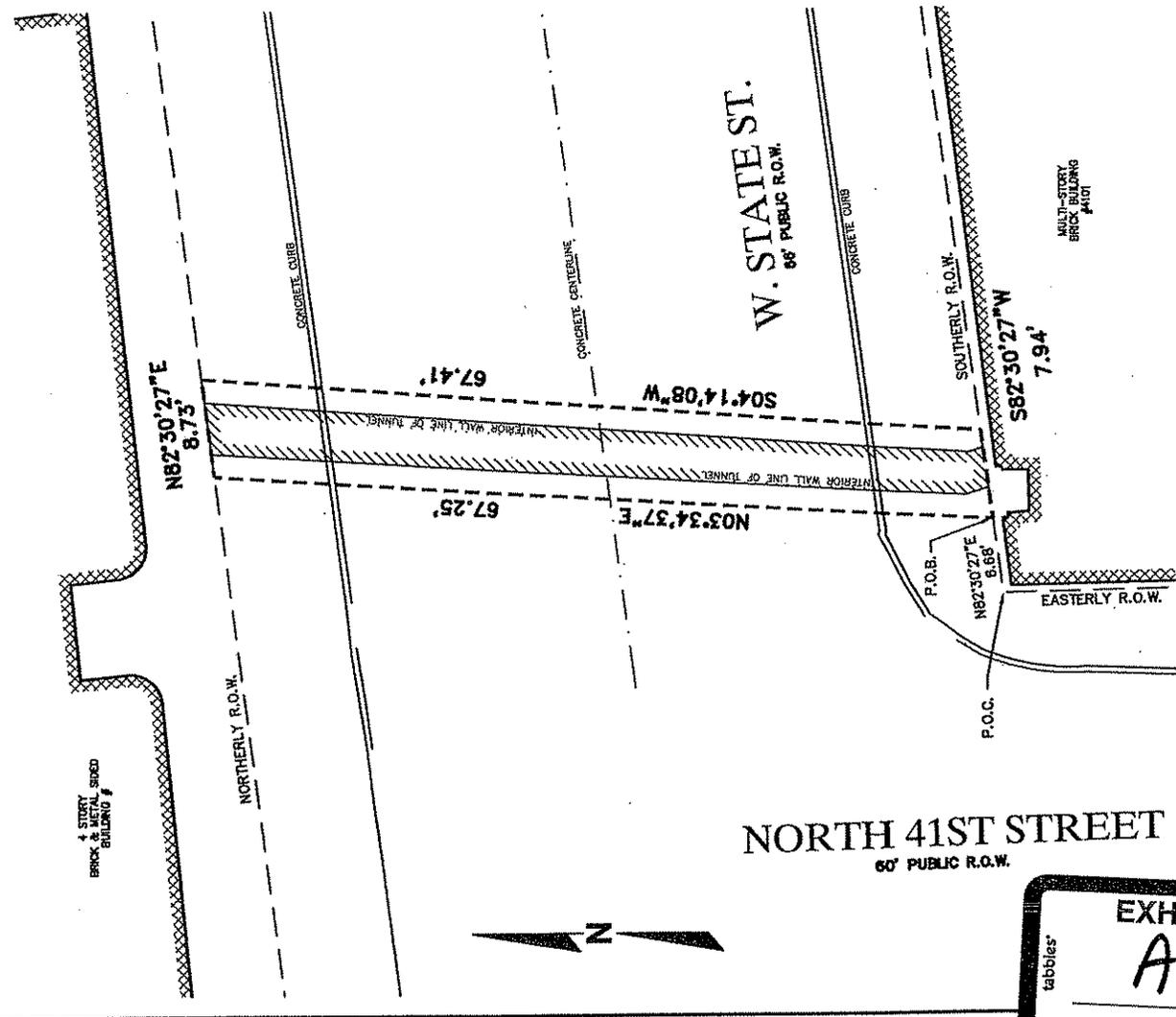
Containing 550 sq.ft. (0.013 acres).

February 19, 2009

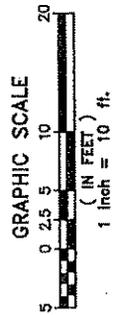
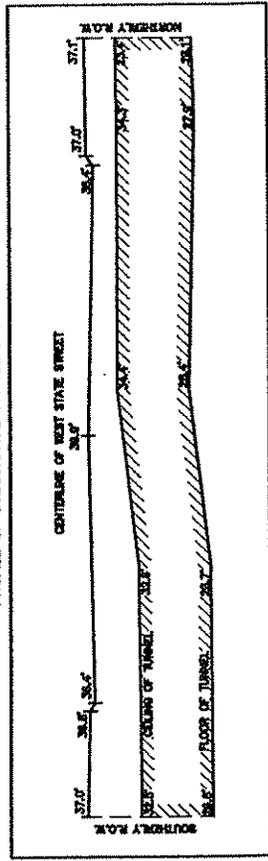
Miller Coors

Survey no. 163997-07n

Note.
 Elevations are based on the City of Milwaukee datum



PROFILE OF SUBSURFACE TUNNEL LOOKING WEST



SUBSURFACE TUNNEL

R.A. Smith National, Inc.

*Beyond Surveying
 and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373
 www.ra-smithnational.com

S:0163977-07n
 EX0008.DWG/EX0018.0

SHEET 1 OF 1

(Tunnel X)

EXHIBIT

A

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CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 23, 2009

FILE NUMBER: 090644

Original Fiscal Note Substitute

SUBJECT: Substitute ordinance granting a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately six feet east of the east line of North 41st Street in the 15th Aldermanic District.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$35.00	
TOTALS				\$35.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$35.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:
 Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

September 22, 2009

To the Honorable Common Council
Public Works Committee
City of Milwaukee

Dear Committee Members:

File No. 090644 approves a subterranean space lease to MillerCoors, LLC to occupy and maintain an existing underground tunnel in and across West State Street approximately 6 feet east of the east line of North 41st Street in the 15th Aldermanic District.

In accordance with state law, this file will grant a subterranean space lease to MillerCoors, LLC for an existing tunnel crossing under West State Street.

The City Plan Commission at its regular meeting on September 21, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux
Executive Secretary
City Plan Commission of Milwaukee

cc: Ald. Hines



Legislation Details (With Text)

File #: 090661 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

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 \$27,000 for a total estimated cost of these projects being \$382,500.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS

Attachments: Cover Letter, Fiscal note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/25/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number

090661

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$27,000 for a total estimated cost of these projects being \$382,500.

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 \$27,000 with the total cost estimated to be \$382,500.

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:

10th Aldermanic District

W. Mt. Vernon Ave. - N. 90th St. to N. 95th St. (ST211090126): 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 -- \$27,000). The total estimated cost for this project including the requested amount is \$382,500. This project is anticipated to be completed during the 2009 construction season.

; and, be it

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

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

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

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

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

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Apr 2
09/25/09

September 15, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various assessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of September 30, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Apr 2

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: September 25, 2009

FILE NUMBER: 090661

Original Fiscal Note Substitute

SUBJECT: Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$27,000 for a total estimated cost of these projects being \$382,500.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziej iontkoski/Assessment Engineer/Public Works/2460

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER Paving					
STREET	ST211		\$ 27,000		
TOTALS:			\$ 27,000		

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

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

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

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$27,000.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 090662 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$50,000 for a total estimated cost of these projects being \$1,250,000.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS

Attachments: Cover Letter, Fiscal note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number

090662

Version

SUBSTITUTE 1

Sponsor

THE CHAIR

Title

Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$50,000 for a total estimated cost of these projects being \$1,250,000.

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 \$50,000 with the total cost estimated to be \$1,250,000.

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:

9th Aldermanic District

Destiny School Biofiltration Project - 7210 N. 76th St. (SM493090108): Installation of biofiltration areas and a porous pavement. (Nonassessable Sewer Maintenance Relay Fund -- \$25,000, TSS Removal Fund). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2010 construction season.

City Wide

Sanitary manhole inspection (SM494090105): (Nonassessable Sewer Maintenance Relay Fund -- \$15,000, I/I Reduction Fund). The total estimated cost for this project including the requested amount is \$200,000. This project is anticipated to be completed during the 2010 construction season.

Various Locations

Stormwater Quality Treatment Devices Part 2 (SM493090105): Installation of stormwater treatment devices. (Nonassessable Sewer Maintenance Relay Fund -- \$10,000, TSS Removal Fund). The total amount including the previous preliminary is \$30,000. The total estimated cost for this project including the requested amount is \$800,000. This project is anticipated to be completed during the 2009 construction season.

; and, be it

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

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

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

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Npr 2
09/25/09

September 15, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of September 30, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Npr 2

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 25, 2009

FILE NUMBER: 090662

Original Fiscal Note Substitute

SUBJECT: Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$50,000 for a total estimated cost of these projects being \$1,250,000.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
OTHER:	Sew er SM493		\$ 35,000		
	Sew er SM494		\$ 15,000		
TOTALS			\$ 50,000		

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

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

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE: The total expenditure includes the cost of engineering, inspection,

construction, and city forces. The total cost of these projects is estimated to be \$ 50,000.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 090663 **Version:** 1
Type: Resolution **Status:** In Committee
File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:
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 \$50,000 for a total estimated cost of these projects being \$65,000.
Sponsors: THE CHAIR
Indexes: PUBLIC IMPROVEMENTS
Attachments: Cover Letter, Fiscal note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number

090663

Version

SUBSTITUTE 1

Reference

081588

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 \$50,000 for a total estimated cost of these projects being \$65,000.

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 \$50,000. The total estimated cost of these projects is \$65,000.

Body

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

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

1st Aldermanic District

W. Ruby Ave. - N. 23rd St. to N. 24th St. (SM495090038) File Number 081588: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$50,000). The total estimated cost for this project including the requested amount is \$65,000. This project is anticipated to be completed during the 2010 construction season.

now, therefore, be it

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

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

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

Requestor

Infrastructure Services Division

Drafter

MLD:dr

Nfr 2

09/25/09

September 15, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for approving construction of nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of September 30, 2009.

Respectfully submitted,

Special Deputy Commissioner
of Public Works

MLD:dr
Title only
Nfr 2

CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: September 25, 2009

FILE NUMBER: 090663

Original Fiscal Note Substitute

SUBJECT: Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$50,000 for a total estimated cost of these projects being \$65,000.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER					
Sewer	SM495		\$ 50,000		
TOTALS:			\$ 50,000		

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 090743 **Version:** 0
Type: Communication-Report **Status:** In Committee
File created: 9/24/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:
Title: Communication from the Department of Public Works relating to the 2010 Assessment Rates Report.
Sponsors: THE CHAIR
Indexes: BUDGET, REPORTS AND STUDIES, SPECIAL ASSESSMENTS
Attachments: Cover Letter, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/24/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/25/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

File #: 090743 **Version:** 0

Number

090743

Version

ORIGINAL

Reference

Sponsor

THE CHIAR

Title

Communication from the Department of Public Works relating to the 2010 Assessment Rates Report.

Requestor

Drafter

CC

tjm

9/24/09



Department of Public Works
Infrastructure Services Division

Jeffrey J. Mantes
Commissioner of Public Works

Preston D. Cole
Director of Operations

Jeffrey S. Polenske
City Engineer

September 25, 2009

FILE NUMBER 090743

To the Public Works Committee

Subject: 2010 Special Assessment Rates

Dear Honorable Members:

On September 2, 2008, the Common Council adopted File Number 080034 setting forth minimum recovery ratios for special assessments. In addition, File Number 000974 directed that the assessment rates be adjusted as necessary to conform with the ratios.

For your information, we are proposing that the only change is for the traffic calming speed humps. This rate is proposed to increase from \$3.00 to \$6.00 per foot. We have experienced higher costs than originally anticipated for this type of construction.

In compliance with the council directives, we will implement the 2010 special assessment rates upon acceptance of this file. Attached are the following five exhibits.

Exhibits "A" and "B" - Charts listing major assessable construction items, 2007-2009 bid costs including engineering and overhead, current and proposed special assessment rates.

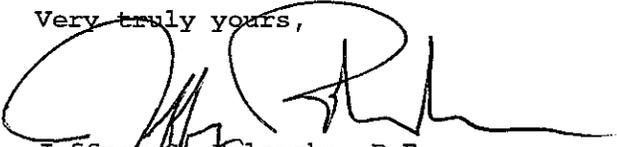
Exhibit "C" - A chart indicating the affects of the proposed rate change against a typical lot for several types of improvements.

Exhibits "D" and "E" - Charts listing a 30-year history for various types of improvements, their rates and the proposed special assessment rates for 2010.

Exhibit "F" - Chart listing assessable items 2007-2009 for the Field Operations sidewalk repair/special request work independent of paving projects.

We will be pleased to meet with the committee and answer questions concerning the rate changes.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Jeffrey J. Mantes, P.E.
Commissioner of Public Works

MLD:
Attachments
c: Ms. Carrie Lewis

841 N. Broadway, Room 701, Milwaukee, Wisconsin 53202
Phone (414) 286-2400, Fax (414) 286-5994, TDD (414) 286-2025

2009 ANALYSIS-EXHIBIT A FOR 2010 RATES
IMPROVEMENT COSTS AND ASSESSMENT RATES
RESURFACE/RECONSTRUCTION PROGRAM

September 2009

Type of Improvement	Rate \$/Unit	2007 Bid Cost Per Unit	2008 Bid Cost Per Unit	2009 Bid Cost Per Unit	Average Bid Cost	Include Engineering 40%	Minimum Recovery Rate (MRR)	Ave. cost *MRR +Indirect1	2007 Assessment Rate	2008 Assessment Rate	2009 Assessment Rate	Recommended Assessment Rate 2010	Percent Change
7" Conc 34'	\$/ft	na	na	na	na	-	-	-	44.00	44.00	0	0	
									52.00	52.00	0	0	
8" Conc 34'	\$/ft	75.47	na	na	75.47	105.66	-	-	45.00	46.50	0	0	
									53.50	55.00	0	0	
Asphalt 34'	\$/ft	24.48	na	na	24.48	34.27	-	-	22.00	23.00	0	0	
									24.00	25.00	0	0	
4.5"Asph/6" Base 34'	\$/ft	53.48	na	na	53.48	74.87	-	-	34.00	36.00	0	0	
									40.00	42.00	0	0	
Res. Overlay** 34'	\$/ft								12.50	12.50	0	0	
									14.00	14.00	0	0	
Arterial Overlay 34'	\$/ft								17.00	18.00	0	0	
									20.00	21.00	0	0	
Curb & Gutter Field Operations	\$/ft	17.31	na	na	17.31	24.23	-	-	13.00	13.50	0	0	
									25.00	25.00	0	0	
Sod & Topsoil sq. yds.	\$/sq. yds.	9.18	na	na	9.18	12.85	-	-	8.00	8.00	0	0	
									8.00	8.00	0	0	
Sidewalk 5 ft Field Operations	\$/ft	17.45	19.4	22	19.62	27.46	0.50	13.73	15.00	15.00	10.75	10.75	0
									21.25	21.25	15	15	0
7" Driveway Field Operations	\$/sq. ft.	4.39	4.47	5.2	4.69	6.56	0.90	5.91	5.00	5.00	5	5	0
									5.00	5.00	5	5	0
Conc. Alley 20'	\$/ft	45.97	53.6	53.03	50.87	66.13	0.60	39.68	57.00	57.00	38	38	0
									62.00	62.00	41	41	0
Asph. Alley 20'	\$/ft								21.00	21.00	14	14	0
									23.00	23.00	15.2	15.2	0
Speed humps	\$/ft	na	7.66	6.44	7.05		0.90	6.35	3.00	3.00	3.00	6.00	100

NOTES: (+) Rate Increase (-) Rate Decrease

Top rate is residential
Bottom rate is for "other"

**No walk or curb--beginning in 2006

* no alley contracts bid yet, use 2007 data

2009 Analysis—Exhibit B for 2010 rates
NEW CONSTRUCTION

Type of Improvement	Rate \$/Unit		2005 Cost Per Unit	2006 Cost Per Unit	2007 Cost Per Unit	2008 Cost Per Unit*		Average Cost		Include Engineering 40%		Use Recovery Rate	2007 Assessment Rate	2008 Assessment Rate	2009 Assessment Rate	Recommended Assessment Rate	Percent Change
7" Conc 34'	\$/ft		52.27	80.57				56.42		78.09		71.09 (90)	55.50 81.00	55.50 81.00	55.50 81.00	55.50 81.00	0% 0%
8" Conc 34'	\$/ft		52.82					52.62		73.67		66.30 (90)	63.50 69.85	63.50 69.85	63.50 69.85	63.50 69.85	0% 0%
Asphalt 34'	\$/ft		23.15	36.45	26.9			28.80		40.32		36.29 (90)	39.50	39.50	39.50	39.50	0%
Curb & Gutter ft.	\$/ft		10.39	14.65	16.2			13.75		19.25		17.32 (90)	17.00 17.00	17.00 17.00	17.00 17.00	17.00 17.00	0% 0%
Sod & Topsoil sq. yds.	\$/ft		6.50	13.43	9.18			9.70		13.58		12.23 (90)	10.00 10.00	10.00 10.00	10.00 10.00	10.00 10.00	0% 0%
Sidewalk 5 ft wide Field Operations	\$/ft		12.50	14.70	14.70			13.97		19.55		17.80 (80)	18.50 35.00	19.50 35.00	18.50 35.00	18.50 35.00	0% 0%
Asph Rural X-Section 24'	\$/ft							33.50		48.90		42.21 (80)	42.00 45.00	42.00 45.00	42.00 45.00	42.00 45.00	0% 0%
Sanitary Sewer contract	\$/ft		69.18					69.18		96.85		87.17 (90)	50.00 55.00	50.00 55.00	50.00 55.00	50.00 55.00	0% 0%
Suburban San Sew	\$/ft											60.00 (100)	60.00 60.00	60.00 60.00	60.00 60.00	60.00 60.00	0% 0%
Storm Sewer contract	\$/ft		73.28					73.28		102.59		71.81 (70)	45.50 50.00	45.50 50.00	45.50 50.00	45.50 50.00	0% 0%
Suburban Storm Sew	\$/ft											69.00 (100)	70.00 70.00	70.00 70.00	70.00 70.00	70.00 70.00	0% 0%
Water contract	\$/ft		44.43					44.43		62.20		55.98 (90)	45.50 50.00	45.50 50.00	45.50 50.00	45.50 50.00	0% 0%
Suburban Water	\$/ft											67.00 (100)	67.00 67.00	67.00 67.00	67.00 67.00	67.00 67.00	0% 0%

*Notes: If no data is available, use Resurface/reconstruction information
note: no new streets bid yet in 2008, assume no increase

EXHIBIT C
(2010 PROGRAM)
EFFECTS OF PROPOSED ASSESSMENT RATES
 (Typical Projects)
 September 22, 2009

I. Reconstruction/Resurfacing Projects (40' Lot)

TYPICAL PROJECT	2009	2010
7" Concrete Pavement, Curb and Gutter, Sidewalk and Sod.	\$ 430	\$ 430
Asphalt pavement, partial Curb and Gutter, Sidewalk and Sod.	\$ 170	\$ 170
Asphalt Overlay(no Curb or Walk)	\$ 0	\$ 0
Concrete Alley Pavement.	\$ 1,520	\$ 1,520
Asphalt Alley Pavement.	\$ 560	\$ 560

II. Area Sidewalk Project (40' Lot)

TYPICAL PROJECT	2009	2010
Walk (100%)	\$850	\$600
Walk (60%) and driveway	\$780	\$660

III. Assessable New Construction (50' Lot)

TYPICAL PROJECTS	2009	2010
8" Concrete Pavement, Curb and Gutter, and Sidewalk.	\$5,250	\$5,250
Storm and Sanitary Sewers.	\$4,775	\$4,775
Water Main.	\$2,275	\$2,275
8" Concrete Pavement, Curb and Gutter, Sidewalk, Storm Sewer, Sanitary Sewer and Water Main.	\$12,300	\$12,300

September 22, 2009

**EXHIBIT D
HISTORIC REVIEW
SPECIAL ASSESSMENT RATES
(Reconstruction/Resurfacing)**

(Dollars per foot of Assessable Frontage - Residential)

Year	7" Conc Pvmt	8" Conc Pvmt	Asphalt On Conc	4.5"Asph/6" Base	Overlay no curb/walk (Res.)	Arterial Overlay	Curb & Gutter	Sod	Walk 5' Wide	20' Conc Alley	20' Asph Alley
1977	8.50	10.00	5.00	---	---	---	2.75	1.75	3.50	11.00	4.50
1978	8.50	10.00	5.00	---	---	---	2.75	1.75	3.50	11.00	4.50
1979	10.00	12.00	5.00	---	---	---	3.00	2.25	4.00	13.00	4.50
1980	13.00	15.00	5.00	---	---	---	4.00	2.25	5.00	15.50	5.50
1981	13.00	15.00	6.00	---	---	---	4.50	2.00	5.50	16.00	5.50
1982	13.00	15.00	6.00	---	---	---	4.50	2.00	5.00	17.00	6.00
1983	13.00	15.00	6.00	---	---	---	4.50	2.00	5.00	17.00	6.00
1984	13.00	15.00	6.00	---	---	---	4.25	1.75	5.00	16.50	5.50
1985	13.50	15.00	6.00	---	---	---	4.00	1.75	5.50	17.50	6.00
1986	13.00	15.00	5.50	---	2.75	2.90	4.25	1.75	6.00	17.50	5.50
1987	14.50	17.00	6.50	---	2.75	2.90	4.50	1.75	6.50	20.00	5.25
1988	15.00	17.00	6.00	---	2.85	3.00	4.50	2.00	6.50	18.00	5.25
1989	15.00	17.00	6.00	---	3.10	3.30	4.50	2.00	6.50	18.00	5.25
1990	15.00	17.00	7.00	---	4.00	4.50	4.50	2.50	6.50	18.00	6.00
1991	15.20	18.80	8.15	---	4.35	5.00	4.60	2.50	6.75	22.00	6.00
1992	16.25	18.50	7.00	---	4.35	4.60	5.00	2.65	7.00	22.00	7.50
1993	16.25	18.50	7.00	---	4.35	4.00	5.00	2.65	7.00	20.00	8.65
1994	16.50	18.25	6.50	---	4.60	4.60	5.50	2.85	7.25	21.50	8.00
1995	17.00	18.50	6.75	---	4.60	4.60	5.50	2.70	7.25	22.00	8.65
1996	17.00	19.00	6.75	---	5.00	5.00	5.50	2.70	7.25	22.50	8.65
1997	18.00	19.00	7.60	13.85	5.60	5.60	5.80	2.70	7.75	24.75	8.65
1998	18.75	19.75	7.90	14.50	5.95	5.95	6.00	2.80	8.00	26.00	8.65
1999	19.90	21.00	8.40	14.50	6.30	6.30	6.40	3.00	8.25	27.50	8.00
2000	21.10	22.25	8.90	15.35	6.70	6.70	6.40	3.20	8.75	29.15	8.00
2001	42.60	43.20	19.00	34.00	12.00	12.00	16.50	8.00	17.50	44.00	16.00
2002	47.60	48.20	25.00	39.00	17.00	17.00	16.50	8.00	17.50	44.00	16.00
2003	41.00	43.50	20.25	33.00	16.00	17.00	12.50	5.50	15.00	55.00	21.00
2004	41.00	43.50	20.25	33.00	16.00	17.00	12.00	5.50	15.00	55.00	21.00
2005	41.00	43.50	20.25	33.00	16.00	17.00	12.00	5.50	15.00	55.00	21.00
2006	41.00	43.50	20.25	33.00	12.50	17.00	12.00	5.50	15.00	55.00	21.00
2007	44.00	45.00	22.00	34.00	12.50	17.00	13.00	8.00	15.00	57.00	21.00
2008	44.00	46.50	23.00	36.00	12.50	18.00	13.50	8.00	15.00	57.00	21.00
2009	0	0	0	0	0	0	0	0	10.75	38.00	14.00
*2010	0	0	0	0	0	0	0	0	10.75	38.00	14.00

* - Proposed Rates

EXHIBIT E
HISTORIC REVIEW
SPECIAL ASSESSMENT RATES
(New Work)

(Dollars per foot of Assessable Frontage - Residential)

Year	7" Conc Pvmt	8" Conc Pvmt	Asphalt	Curb & Gutter	Walk 5' Wide	24'Asph w/Rural X-Sec	20'Conc Alley	Sanitary Sewer	Storm Sewer	Water Main
1977	15.00	17.00	13.00	5.00	5.00	5.00	11.00	10.00	7.00	13.46
1978	15.00	17.00	13.00	5.00	5.00	5.00	11.00	10.00	7.00	13.46
1979	20.00	22.00	16.00	5.25	6.00	5.00	13.00	12.00	8.00	16.00
1980	26.00	29.00	20.00	6.75	8.00	6.00	15.50	15.50	10.50	19.50
1981	26.00	29.00	23.00	6.50	8.00	6.00	16.00	16.50	11.00	20.50
1982	23.00	26.00	22.00	6.00	7.50	7.50	17.00	16.00	11.00	24.00
1983	23.00	26.00	22.00	6.00	7.50	7.50	17.00	16.00	11.00	24.00
1984	23.00	26.00	23.00	5.50	7.50	7.50	16.50	17.00	12.00	26.00
1985	25.00	29.00	23.00	7.50	8.00	7.50	17.50	19.00	14.00	30.00
1986	25.00	28.00	24.00	7.00	8.50	7.50	17.50	23.00	17.00	29.00
1987	27.00	31.00	23.00	7.00	11.00	7.00	20.00	21.00	17.00	31.00
1988	27.00	31.00	23.00	6.00	10.00	7.00	18.00	20.00	17.00	31.00
1989	27.00	31.00	23.00	6.00	10.00	7.00	18.00	22.00	19.00	31.00
1990	27.00	31.00	23.00	6.00	10.00	7.00	18.00	22.00	21.00	34.00
1991	29.00	31.00	23.00	6.50	10.75	7.00	22.00	24.00	23.00	40.00
1992	29.00	31.00	23.00	6.50	10.75	7.00	22.00	24.00	23.00	35.00
1993	29.00	31.00	23.00	6.50	10.75	7.00	20.00	24.00	23.00	35.00
1994	29.00	31.00	23.00	6.50	10.75	7.00	21.50	24.00	23.00	35.00
1995	29.00	31.00	23.00	6.50	10.75	7.00	22.00	24.00	23.00	35.00
1996	29.00	31.00	23.00	6.50	10.75	7.00	22.50	24.00	23.00	35.00
1997	31.00	31.00	23.00	7.50	11.75	7.00	24.75	25.50	23.00	35.00
1998	32.25	32.25	23.00	7.80	12.25	7.00	26.00	27.00	23.00	37.50
1999	37.75	37.75	23.00	9.15	12.25	7.00	27.50	29.00	24.00	37.50
2000	40.00	40.00	23.00	11.00	12.50	7.00	29.15	45.50	43.00	42.00
2001	42.40	42.40	34.50	11.50	13.25	21.00	44.00	45.50	45.50	45.50
2002	47.40	47.40	39.50	12.50	13.25	21.00	55.00	45.50	45.50	45.50
2003	52.00	63.50	39.50	17.00	18.50	42.00	55.00	50.00	45.50	45.50
2004	52.00	63.50	39.50	17.00	18.50	42.00	55.00	50.00	45.50	45.50
2005	52.00	63.50	39.50	17.00	18.50	42.00	55.00	50.00	45.50	45.50
2006	52.00	63.50	39.50	17.00	18.50	42.00	55.00	50.00	45.50	45.50
2007	55.50	63.50	39.50	17.00	18.50	42.00	57.00	50.00	45.50	45.50
2008	55.50	63.50	39.50	17.00	18.50	42.00	57.00	50.00	45.50	45.50
2009	55.50	63.50	39.50	17.00	18.50	42.00	57.00	50.00	45.50	45.50
*2010	55.50	63.50	39.50	17.00	18.50	42.00	57.00	50.00	45.50	45.50

* - Proposed Rates

2009 ANALYSIS FOR 2010 RATES - EXHIBIT F

September 22, 2009

AREA SIDEWALK PROGRAM

Type of Improvement	Rate \$/Unit	Date of Last Change Change	2007 Assessment Rate	2008 Assessment Rate	2009 Assessment Rate	Recommended Assessment Rate	Percent Change %
Walk Removal and replacement	\$/ft	Sept 2009	4.00	4.25	3.00	3.00	0
Walk, New construction	\$/ft	Nov. 2000	7.00	7.00	7.00	7.00	0
Driveway Removal and replacement	\$/ft	Sept 2009	4.50	5.00	5.00	5.00	0
Walk and driveway removal only	\$/ft	Nov. 2000	1.00	1.00	1.00	1.00	0
Curb and Gutter removal and replacement	\$/ft	Sept 2004	25.00	25.00	25.00	25.00	0
Integral Curb with sidewalk	\$/ft	Nov. 2000	8.00	8.00	8.00	8.00	0

bcc: Eric Pearson Bell, Budget Office



Legislation Details (With Text)

File #: 090672 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Resolution authorizing the City Engineer to accept various incentives and rebates, not to exceed \$191,849, provided through We Energies' Focus on Energy program for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.

Sponsors: THE CHAIR

Indexes: ENERGY CONSERVATION, GRANTS, TRAFFIC CONTROL SIGNALS, WISCONSIN ELECTRIC POWER COMPANY

Attachments: Cover Letter, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		

Number

090672

Version

ORIGINAL

Reference**Sponsor**

THE CHAIR

Title

Resolution authorizing the City Engineer to accept various incentives and rebates, not to exceed \$191,849, provided through We Energies' Focus on Energy program for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.

Analysis

This resolution authorizes the City Engineer to accept various incentives and rebates, not to exceed \$191,849.00, provided through We Energies' Focus on Energy program for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.

Body

Whereas, We Energies regularly provides various incentives and rebates through its Focus on Energy program for the purchase and installation of equipment or systems to improve energy efficiency; and

Whereas, Department of Public Works/Infrastructure Services Division, in the normal course of maintaining and updating its facilities, regularly purchases and installs energy efficient equipment or systems that appear eligible for Focus on Energy incentives and rebates; and

Whereas, These Focus on Energy incentives and rebates apply to energy efficiency improvements in replacing incandescent signal heads and would also apply in some cases to energy efficiency improvements the Department of Public Works/Infrastructure Services Division has already purchased and installed; and

Whereas, These Focus on Energy incentives and rebates reduce the costs of Department of Public Works/Infrastructure Services Division's normal maintenance and facility updates, and are therefore beneficial to the City and its taxpayers; and

Whereas, This resolution authorizes and directs the Comptroller to certify the greater than anticipated revenues in the Capital Expenditures account for the Department of Public Works/Infrastructure Services Division (0333-5237-4411-R999-006000-ST2200X0200) and to increase the estimated revenues for the Miscellaneous revenue account (0333-5237-4411-987999-ST2200X0200); now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Engineer is authorized to accept various incentives and rebates, not to exceed \$191,849, provided through We Energies' Focus on Energy program for the purchase and installation of equipment or systems to improve energy efficiency at Department of Public Works/Infrastructure Services Division facilities; and, be it

Further Resolved, That the Department of Public Works/Infrastructure Services Division will maintain a separate revenue account, or subaccount, for the deposit of these Focus on Energy incentives and rebates; and, be it

Further Resolved, That the Department of Public Works/Infrastructure Services Division shall accept Focus on Energy incentives and rebates without further approval until the cumulative total accepted reaches \$191,849, at which time additional authority shall be sought if the City wishes to continue its participation in the program.

Requestor

Department of Public works

Drafter

Infrastructure Services Division

RWB: ns

September 16, 2009

September 16, 2009

To the Honorable, the Common Council

Subject: Unanticipated Revenue of \$191,849.00 from
We Energies' Focus on Energy Program

Dear Council Members:

Please find the attached resolution relating to the expenditure of capital funds to be reimbursed by greater than anticipated Revenue in the amount of \$191,849.00 received from the We Energies' Focus on Energy program.

The payments will consist of incentives and rebates for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.

We have therefore, prepared and recommend adoption of the attached resolution authorizing and directing the City Comptroller to establish the necessary accounts and accounting procedures to carry out the intent of this resolution.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

RWB: ns

Attachment

c: Mr. W. Martin Morics

CITY OF MILWAUKEE FISCAL NOTE

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

A) DATE: September 16, 2009

FILE NUMBER:

Original Fiscal Note Substitute

SUBJECT: Resolution authorizing the City Engineer to accept various incentives and rebates, not to exceed \$191,849.00, provided through We Energies' Focus on Energy program for the purchase and installation of Light Emitting Diode signal heads at various traffic signal locations within the City of Milwaukee.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
	Capital Improvement Fund	ST220060200 Fund 0333	\$21,940.00	\$21,940.00	
MATERIALS:	Capital Improvement Fund	ST220070200 Fund 0333	\$43,640.00	\$43,640.00	
	Capital Improvement Fund	ST220080200 Fund 0333	\$126,269.00	\$126,269.00	
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:					
TOTALS:			\$191,849.00	\$191,849.00	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures \$191,849.00	Revenue \$191,849.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE



Legislation Details (With Text)

File #: 090673 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 9/22/2009 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:

Title: Resolution approving additional funding for the engineering review of projects to be funded by the American Reinvestment and Recovery Act as non-assessable public improvements at various locations and appropriating funds for these purposes, with additional City engineering cost estimated to be \$134,000 for a total estimated cost of these projects being \$4,745,000.

Sponsors: THE CHAIR

Indexes: AMERICAN RECOVERY AND REINVESTMENT ACT, FEDERAL GRANTS, PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		

Number

090673

Version

ORIGINAL

Sponsor

THE CHAIR

Title

Resolution approving additional funding for the engineering review of projects to be funded by the American Reinvestment and Recovery Act as non-assessable public improvements at various locations and appropriating funds for these purposes, with additional City engineering cost estimated to be \$134,000 for a total estimated cost of these projects being \$4,745,000.

Analysis

This resolution authorizes additional funding for the engineering review of said public improvements. The additional City share for engineering review of these projects is estimated to be \$134,000 with the total cost estimated to be \$4,745,000.

Body

Whereas, Additional monies became available under Phase 1 of the American Reinvestment and Recovery Act (ARRA) for local paving projects with 100 percent funding for construction due to other municipalities not being able to meet deadlines for design; and

Whereas, The City would like to take full advantage of the ARRA funding by having shelf-ready projects available to utilize any extra ARRA funding; and

Whereas, Several projects were approved by the State as eligible for ARRA funding but did not get selected with the monies available to the City under Phase 1 of ARRA; and

Whereas, In order for the city to take advantage of any extra ARRA funding, designs would have to be undertaken at 100 percent city cost and would have to meet current State mandated deadlines; and

Whereas, It is in the public's interest to design and construct with City and ARRA funding the following improvements:

1st Aldermanic District

N. Teutonia Ave. - W. Mill Rd. to W. Silver Spring Dr. (ARRA) (ST520-09-0201):

Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$19,000). The total estimated cost for this project including the requested amount is \$594,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

N. Teutonia Ave. - W. Good Hope Rd. to W. Mill Rd. (ARRA) (ST520-09-0301): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$23,000). The total estimated cost for this project including the requested amount is \$653,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

3rd and 6th Aldermanic Districts

N. Dr. Martin Luther King Jr. Dr. - W. McKinley Ave. to W. Burleigh St. (ARRA) (ST520-09-0401): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$35,000). The total estimated cost for this project including the requested amount is \$1,515,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

6th and 15th Aldermanic Districts

W. Locust St. - W. Hopkins St. to W. Burleigh St. (ARRA) (ST520-09-0501): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$7,000). The total estimated cost for this project including the requested amount is \$468,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

12th Aldermanic District

W. Lapham Blvd. - S. 11th St. to S. 1st St. (ARRA) (ST520-09-0701): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$30,000). The total estimated cost for this project including the requested amount is \$615,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

13th Aldermanic District

W. Bolivar Ave. - S. 27th St. to S. 20th St. (ARRA) (ST520-09-0801): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$270,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

S. 6th St. - W. Howard Ave. to W. Holt Ave. (ARRA) (ST520-09-0901): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$260,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

13th and 14th Aldermanic Districts

W. Holt Ave. - S. 6th St. to S. Chase Ave. (ARRA) (ST520-09-1001): Paving the roadway with asphalt and replace curb and gutter, sidewalk and driveway approaches where necessary, sodding, and grading. (Non-Assessable Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$370,000. This project is anticipated to be completed during the 2010 construction season with ARRA construction funds.

; now, therefore, be it

Resolved, That all City departments are authorized to do engineering review for the above said projects; 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 hereby authorized and directed to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts the amounts indicated above in accordance with City accounting policy, but not to exceed a ten percent increase of the total amounts reserved for the local share or \$5,000; whichever is greater.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

LG:ah

September 16, 2009

Reso ARRA Plecs LG 091609

September 16, 2009

To the Honorable, the Common Council

Subject: Federal/State Aid Project Subaccount

Dear Council Members:

Please find the attached resolution to authorize the City Comptroller to transfer funds to the subaccount for State and/or Federal Aid preliminary engineering project as listed in the body of the resolution.

Additional funds are necessary for the estimated remaining Wisconsin Department of Transportation (WISDOT) and City of Milwaukee preliminary engineering costs for this project.

We have, therefore, prepared and recommend adoption of the attached resolution authorizing the City Comptroller to transfer funds to the respective project subaccount for the estimated remaining preliminary engineering costs.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

LG:amh

Attachment

c: Mr. W. Martin Morics

CITY OF MILWAUKEE FISCAL NOTE

A) DATE September 16, 2009

FILE NUMBER: _____

Original Fiscal Note Substitute

SUBJECT: Resolution approving additional funding for the engineering review of projects to be funded by the American Reinvestment and Recovery Act (ARRA) as non-assessable public improvements at various locations and appropriating funds for these purposes, with additional City engineering cost estimated to be \$134,000 for a total estimated cost of these projects being \$4,745,000.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	City share non-assessable paving	ST320090000 (fund 0333)	\$134,000		
TOTALS			\$134,000		

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures: \$134,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

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

The Comptroller's Office has reviewed Common Council Resolution File No. _____ for additional engineering review on Phase III ARRA projects (City Share \$134,000) 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. W. Wisniewski*

Date: 9/16/09



Legislation Details (With Text)

File #: 050552 **Version:** 0

Type: Communication **Status:** In Committee

File created: 9/7/2005 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Communication from the Commissioner of Public Works relating to the City Hall restoration.

Sponsors: THE CHAIR

Indexes: CITY HALL, HISTORIC PRESERVATION COMMISSION, PUBLIC BUILDINGS

Attachments: 9-1-05 Letter from Ald. Bauman to Commissioner of Public Works, 3-8-06 Quarterly City Hall project Status Report, 3-8-06 Public Works Powerpoint Presentation, 6/28/06 Fiscal Analysis, 6-28-06 Quarterly City Hall project status Report thru 3/31/06, 6-28-06 Powerpoint presentation given by DPW..., 10-31-06 Quarterly City Hall project status Report thru 7/31/06, 10-31-06 Powerpoint Presentation, 12-7-06 email from Max Cardillo, 12/13/06 and 1/11/07 Letters from ALD. Bauman to the Commissioner of Public Works, 1/26/07 Response from the Commissioner of Public to Ald. Bauman letter, 1-26-07 Milw Journal Sentinel Article, 2-14-07 Quarterly City Hall project status Report thru 10-31-06, 2-14-07 PowerPoint Presentation, 4/25/07 Quarterly City Hall project status Report thru January 31 2007, 4-25-07 PowerPoint Presentation, 7-18-07 Public Works Committee meeting Quarterly City Hall project status Report thru 4-30-07, 7-18-07 PowerPoint Presentation, 10-10-07 Public Works Committee meeting - Quarterly City Hall Project status Report thru July 31 2007, 10-10-07 PowerPoint Presentation, 1/23/08 Milwaukee City Hall Historic Bldg Rstoration Project Status Rpt thru October 31, 2007, 1-23-08 PowerPoint Presentation, 3-26-08 PowerPoint Presentation re contingency and additional work requested by contractor, 5-7-08 Project Status Report thru January 31 2008, 5-7-08 PowerPoint presentation, 7-23-08 Project Status Report thru April 30 2008, 7-16-08 10th Report CPW Presentation, Milwaukee City Hall Historic Bldg Restoration Project Status Report thru July 31, 2008, 9-10-09 Final report, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/7/2005	0	COMMON COUNCIL	ASSIGNED TO		
9/8/2005	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/14/2005	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
2/9/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
2/9/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
2/9/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
2/15/2006	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	3:0
3/2/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/2/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/8/2006	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
6/22/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
6/22/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
6/28/2006	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
10/26/2006	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
10/31/2006	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0

2/8/2007	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
2/14/2007	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
4/20/2007	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
4/25/2007	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
7/12/2007	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
7/18/2007	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
10/10/2007	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
1/17/2008	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/23/2008	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
3/20/2008	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/26/2008	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
5/7/2008	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
7/9/2008	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
7/16/2008	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
9/24/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
9/25/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

File #: 050552 **Version:** 0

Number

050552

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Communication from the Commissioner of Public Works relating to the City Hall restoration.

Drafter

CC

RJB:dkf

9/2/05

Milwaukee City Hall Historic Building Restoration Project Completion Report thru September 10, 2009



Department of Public Works
Operations Division
Building & Fleet Services

841 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202



THE CONCORD GROUP
241 N. Broadway
Suite 302
Milwaukee, WI. 53202

M.L. THARPS & ASSOCIATES, LLC.
1845 N. Farwell Avenue
Suite 109
Milwaukee, WI. 53202

**PRISM TECHNICAL MANAGEMENT
& MARKETING SERVICES, LLC**
6114 W. Capital Drive
Suite 200
Milwaukee, WI. 53216

September 10, 2009

PREFACE

The Milwaukee City Hall Historic Building Restoration Project is the City's largest and most expensive public works building project. The collaborative effort of the Department of Public Works (DPW), the contractor, consultants, and the audit group presents the eleventh in a series of quarterly reports on this historic endeavor.

The highly challenging restoration of Milwaukee's most revered landmark and a National Historic Landmark has local and national significance, particularly in the realms of historic preservation, architecture, construction, and restoration. The City Hall project is the largest terra cotta replacement program in the country.

Project management is paramount to ensure the success of this multi-year project. The Department of Public Works is proud to be responsible for overseeing planning, scheduling, and quality and cost controls. Of equal importance is ensuring the project workforce reflects the diversity of our community.

Under the direction of Mayor Tom Barrett and the Common Council, DPW contracted with The Concord Group/M. L. Tharps & Associates to audit and monitor expenditures, and Prism Technical Management & Marketing Services to ensure compliance with the Emerging Business Enterprise/Residents Preference Programs (EBE/RPP) and reporting requirements.

We look forward to successful completion of our project and securing its civic prominence for future generations.

Jeffrey J. Mantes
Commissioner
Department of Public Works

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CURRENT BUDGET STATUS..... 5
PARTICIPATION PROGRAM STATUS..... 6
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Appendix B-Budget Evolution / Funding History
Appendix C-Partnering Project Goals

MISSION STATEMENT

Our mission is to restore this National Historic Landmark in a manner that preserves its original design, while securing its civic prominence for future generations. This will be accomplished by a collaborative and diverse team of restoration professionals who are passionate about their work and its efficient and timely completion.

PROJECT OVERVIEW

The City Hall Restoration Project was substantially completed in December of 2008. The project was completed within the project budget of \$76,481,960.

CURRENT SCHEDULE STATUS

Construction progress to September 10, 2009 is as follows:

- City Hall Restoration Project is substantially complete.

CURRENT BUDGET STATUS

This report addresses all costs incurred through September 10, 2009, which totals \$76,319,610 or 99.8% of the project budget of \$76,481,960.

Of the \$70,000,000 Phase III committed project budgeted funds, 99.8% or \$69,874,970 has been incurred through September 10, 2009.

Through September 10, 2009 J.P. Cullen has completed \$65,662,029 or 99.9% of their contract of \$65,735,529. A portion of retainage totaling \$73,500 is currently being held by the City of Milwaukee for miscellaneous work to be completed.

There have been some adjustments of the \$6,000,000 construction contingency during this project:

JPC approved change orders, total of **\$5,808,311.00**, major items as follows:

- Modification of Mock Up Specification.
- Modification of Material Salvaging Requirement.
- Steel Purlins at the South Tower.
- Modification of Steel at the 10th Floor.
- Modification of 20 Dormers.
- Heat and Winter costs.
- Slate Removal and Replacement.
- Structural C Channel Replacement.
- Alternate Bracing / Attachment of Scaffold at Dormers.
- Steel Channels at the South Tower 11th Floor Core Location.
- Steel Channels and Column Connections at the South Tower 13th Floor Core.
- Double Stainless Steel Angle Support for the 12th Floor Terra Cotta Railing.
- Installation of 23 New Scuppers on West and East Side of Main Building.
- Credit for Omitting 895 Terra Cotta Pieces from the Terra Cotta Allowance.
- Steel Restoration Work at 8th Floor on North Side of Main Building.
- Additional Heat/Winter Protection to Maintain Project Schedule.
- Restoration of the North Tower Copper Lantern.
- Credit for Sandstone.
- Repairing Interior Structural Steel at the 8th Floor.
- Reconstruct Brick Piers at 12th Floor and Add Soft Joints to South Tower.

Balance of contingency after approved/potential changes is **\$269,117.00**

PARTICIPATION PROGRAM STATUS

Recognizing the significance and symbolism of the City Hall Restoration Project, the Department of Public Works (DPW) developed procedures and guidelines to achieve and exceed the City of Milwaukee's standard goals for Residents Preference Program (RPP), Emerging Business Enterprise (EBE) and Apprentice Utilization compliance.

DPW hired Prism Technical Management & Marketing Services to assist with and monitor the RPP, EBE and Apprentice Participation performance of J.P. Cullen & Sons, Inc., the project's general contractor.

The information that follows examines efforts of the construction team to meet contractual participation program provisions and volunteer efforts addressing the spirit of diversity and community inclusion, through substantial completion of the project in December, 2008, and subsequent payments through March, 2009.

**MILWAUKEE CITY HALL HISTORIC BUILDING
RESTORATION PROJECT**



Participation Performance Report
from Project Monitor
Prism Technical Management & Marketing Services, LLC
Through March 31, 2009

MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

Project Participation Targets

Residents Preference Program (RPP) Requirement:
25% of Workforce Hours

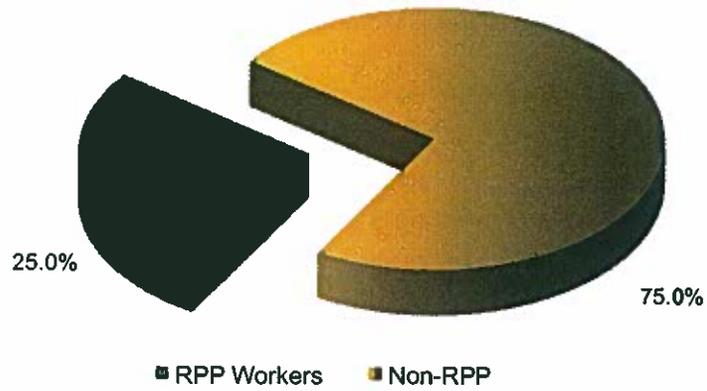
Emerging Business Enterprise (EBE) Requirement:
18% of Contract Dollars

Apprenticeship Requirement:
10,000 Hrs in specified trades:
Bricklaying/Masonry, Roofing, Carpentry

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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

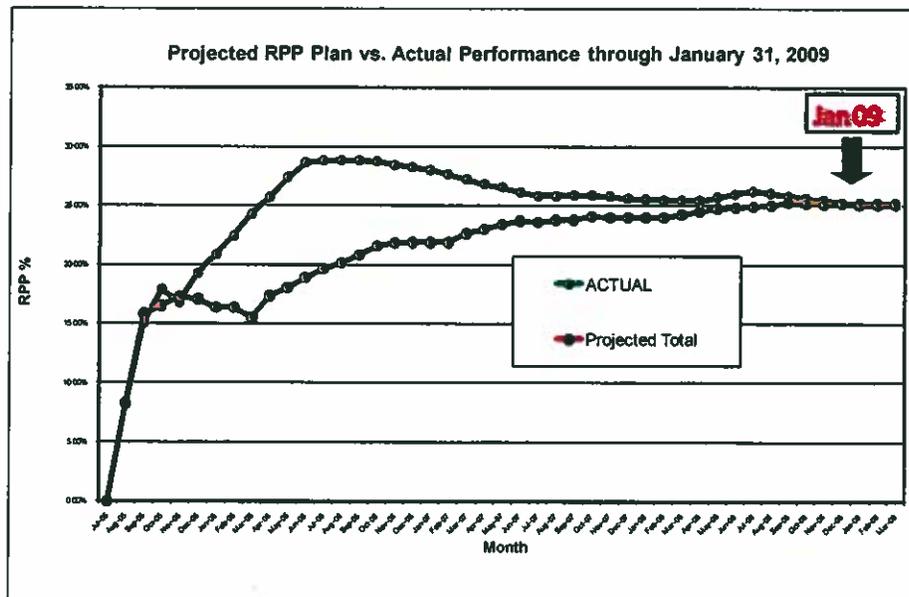
RPP Workforce through January 31, 2009



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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

Projected RPP Plan vs. Actual Performance through January 31, 2009



MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

Apprentice Workforce Data through January 31, 2009

Targeted Apprentice Trades:
Bricklayers/Masons, Roofers and Carpenters

Targeted Trades Requirements:
10,000 hours & 6 apprentices

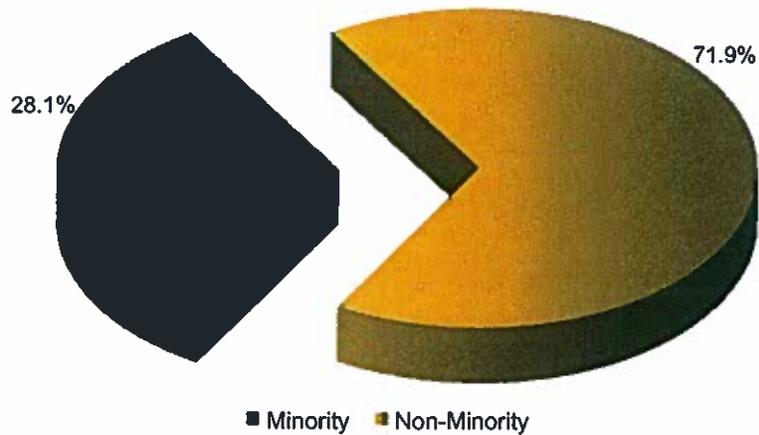
Targeted Trades Performance through 1/31/09:
16,731 hrs & 39 apprentices

Total Apprentice Workforce through 1/31/09:
27,624 hours & 62 apprentices

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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

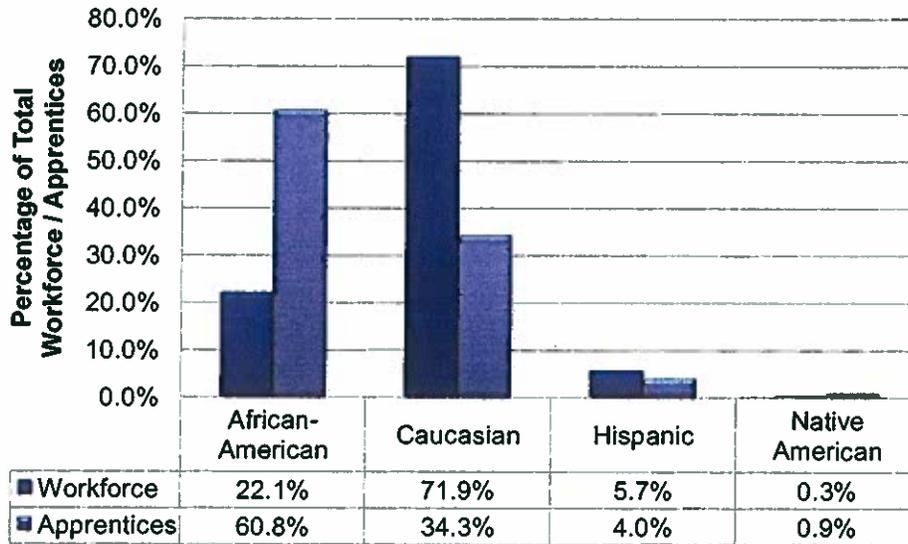
Minority Workforce through January 31, 2009



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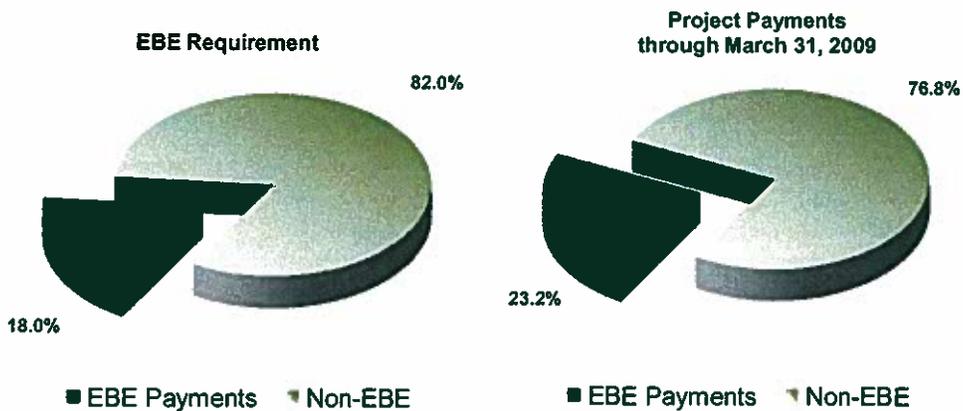
MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

Workforce and Apprentice Percentages by Race through January 31, 2009



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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT



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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

WORKFORCE REQUIREMENTS AND PERFORMANCE DATA THROUGH 3/31/09

Project Requirements, Projections and Performance	Man-Hours	Comment
Initial projected hours for project	424,188	<i>Provided by JP Cullen</i>
Total hours through 1/31/09	378,991	<i>89% of initially projected total</i>
RPP hours credited through 1/31/09	94,692	<i>25% of total onsite hours</i>
Apprenticeship target for selected trades	10,000	<i>2 % of total projected hours</i>
Apprenticeship hours in <u>selected</u> trades through 1/31/09	16,731	<i>167 % of project requirement</i>
Project Performance – Voluntary Efforts		
Total hours worked by minorities (RPP and otherwise) to date	106,581	<i>28% of total onsite hours</i>
Total hours worked by apprentices to date	27,624	<i>7% of total hours</i>
Total hours worked by minority apprentices	18,122	<i>66 % of apprenticeship hours</i>

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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

CONSTRUCTION CONTRACTING REQUIREMENTS AND PERFORMANCE DATA THROUGH 3/31/09

Project Requirements, Contracts and Performance	Values	Comment
Total projected cost	\$ 65,735,529	<i>Includes approved change orders totaling \$5,808,311</i>
Total payments through March 31, 2009	65,662,029	<i>99.9 % of current projected total</i>
EBE <u>requirement</u> based on total projected cost	11,832,395	<i>18 % of projected cost</i>
EBE contracts in place and copied to Project Monitor*	14,580,289	<i>22.2 % of total contract and change orders</i>
Payments to EBE contractors	15,201,085	<i>23.2 % of total payments \$3,368,690 more than required</i>

*EBE to EBE subcontracting - not counted above - increases total EBE involvement by \$704,000 to \$15,288,129

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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

EBE Construction Vendors

VENDOR	SERVICE
Arteaga Construction ⁴	HVAC, Masonry, Brick
Roberts Roofing ³	Roofing
Thomas A. Mason Co. ⁴	Painting, Masonry, Cleaning
B&D Contractors ⁵	Scaffold Labor
J. F. Cook Company ^{3F}	Windows
Ojibwa Ready Mix ⁵	Concrete Supplier
P.L. Freeman Company ¹	Plumbing
Affirmative Supply ²	Mechanical Equipment Supplier
The Penebaker Enterprises ¹	Roofing

Ethnicity and Gender Codes

1-African American; 2-Asian American; 3-Caucasian; 4-Hispanic; 5 - Native American / If Female "F"

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MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT

EBE Professional Service Providers

VENDOR	SERVICE
Architectural Lighting Consultants ^{3F}	Lighting design services
Bloom Consultants ²	Structural engineering services
Heartland Engineering ³	Electrical engineering and specification services
M. L. Tharps & Associates ¹	Accounting / auditing services
Prism Technical ¹	EBE, RPP and apprentice utilization monitoring
PSJ Engineering ²	Mechanical and plumbing engineering services

Ethnicity and Gender Codes

1-African American; 2-Asian American; 3-Caucasian; 4-Hispanic; 5 - Native American / If Female "F"

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Appendix A – Cost Summaries

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
FINAL PROJECT COST SUMMARY**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-I	N=L-L
Item & Schedule Reference	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	(Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
A	General Contractor J.P. Cullen & Sons	\$59,927,218	59,927,218	5,808,311	65,735,529	(5,808,311)	-	65,735,529	(5,808,311)	100%	65,662,029	73,500	73,500
B	Architectural / Engineering Services Engberg Anderson Design Partnership Team	1,206,000	1,503,995	(117,605)	1,386,390	(180,390)	-	1,386,390	(180,390)	98%	1,359,810	28,580	28,580
C	Other Consultants/Other Contractors/Miscellaneous Costs	2,106,782	2,052,655	(99,823)	1,952,832	153,950	-	1,952,832	153,950	98%	1,906,856	45,976	45,976
D	City of Milwaukee Department of Public Works Administration and Inspection	780,000	780,000	140,000	900,000	(140,000)	-	900,000	(140,000)	105%	946,275	(48,275)	(48,275)
E	Construction Contingency	8,000,000	-	5,730,883	5,730,883	269,117	-	5,730,883	269,117	-	-	-	-
	Total Phase III Project Costs (Costs Paid or Encumbered from July 1, 2005 to end of project)	\$70,000,000	64,243,888	5,730,883	69,974,751	25,249	-	69,974,751	25,249	100%	69,874,970	99,781	99,781
F	Total Phase II Project Costs (Costs Paid and Encumbered from December 9, 2002 to June 30, 2005)	\$ 4,550,025	4,262,415	287,610	4,550,025	-	-	4,550,025	-	100%	4,540,497	9,528	9,528
G	Total Phase I Project Costs (Costs Incurred Prior to December 9, 2002)	1,931,935	1,931,935	-	1,931,935	-	-	1,931,935	-	99%	1,904,143	27,791	27,791
	Grand Total Project Costs (Phase I, II & III)	\$76,481,960	70,438,217	6,018,493	76,456,710	25,249	-	76,456,710	25,249	100%	76,319,610	137,100	137,100

NOTE: The shaded cells above are not included in the totals formulas in order to accurately reflect the balance of the construction contingency.

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
COST SUMMARY - PHASE III (JULY 1, 2005 TO PROJECT END)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	(Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Bid 100A - Tower	\$39,801,656	39,801,656	-	39,801,656	-	-	39,801,856	-	100%	39,801,656	-	-
2	Bld 200A - West (7th Floor Up)	5,625,845	5,625,845	-	5,625,845	-	-	5,625,845	-	100%	5,625,845	-	-
3	Bid 300A West (7th Floor Down)	2,501,225	2,501,225	-	2,501,225	-	-	2,501,225	-	100%	2,501,225	-	-
4	Bid 200B East (7th Floor Up)	4,663,132	4,663,132	-	4,663,132	-	-	4,663,132	-	100%	4,663,132	-	-
5	Bid 300B East (7th Floor Down)	2,586,299	2,586,299	-	2,586,299	-	-	2,586,299	-	100%	2,586,299	-	-
6	Bid 200C North (7th Floor Up)	2,685,911	2,685,911	-	2,685,911	-	-	2,685,911	-	100%	2,685,911	-	-
7	Bid 300C North (7th Floor Down)	1,228,580	1,228,580	-	1,228,580	-	-	1,228,580	-	100%	1,228,580	-	-
8	Bld 200D Roof	834,570	834,570	-	834,570	-	-	834,570	-	100%	834,570	-	-
9	Change Orders	-	-	5,808,311	5,808,311	(5,808,311)	-	5,808,311	(5,808,311)	100%	5,808,311	-	-
	Retainage	-	-	-	-	-	-	-	-		(73,500)	73,500	73,500
	Total	\$59,927,218	59,927,218	5,808,311	65,735,529	(5,808,311)	-	65,735,529	(5,808,311)	100%	65,662,029	73,500	73,500

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
ARCHITECTURAL / ENGINEERING SERVICES: ENGBERG ANDERSON DESIGN PARTNERSHIP TEAM
COST SUMMARY - PHASE III (JULY 1, 2005 TO PROJECT END)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	Budget (Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Construction Administration	\$ 1,206,000	1,422,245	(198,000)	1,224,245	(18,245)		1,224,245	(18,245)	93%	1,132,630	91,615	91,615
2	Additional Services	-	-	390,860	390,860	(390,860)	-	390,860	(390,860)	127%	496,132	(105,272)	(105,272)
3	Reimbursables	-	81,750	-	61,750	(81,750)	-	81,750	(81,750)	51%	41,513	40,237	40,237
4	Credit for Phase II Overage	-	-	(310,465)	(310,465)	310,485	-	(310,465)	310,465	100%	(310,465)	-	-
	Total	\$ 1,206,000	1,503,995	(117,605)	1,386,390	(180,390)	-	1,386,390	(180,390)	98%	1,359,810	26,580	26,580

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
OTHER CONSULTANTS, CONTRACTORS & MISCELLANEOUS
COSTS SUMMARY - PHASE III (JULY 1, 2005 TO PROJECT END)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	Budget (Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Concord / Tharps	\$ 500,000	508,685	(146,811)	381,874	138,128		361,874	138,126	96%	347,788	14,086	14,086
2	Prism Technical Mgt.	150,000	150,000	46,988	196,988	(46,988)	-	196,988	(46,988)	95%	186,851	10,137	10,137
3	City of Milwaukee Bond Issuance Costs	115,000	150,000	-	150,000	(35,000)	-	150,000	(35,000)	85%	127,935	22,065	22,065
4	Police Antenna Relocation	100,000	65,601	-	65,601	34,399	-	65,601	34,399	100%	65,601	-	-
5	City Attorney Temporary Office Relocation	1,000,000	850,974	-	850,974	149,026	-	850,974	149,026	100%	851,286	(312)	(312)
6	Other Misc Goods & Services	241,782	327,395	-	327,395	(85,613)		327,395	(85,613)	100%	327,395	-	-
	Total	\$ 2,106,782	2,052,655	(99,823)	1,952,832	153,950	-	1,952,832	153,950	98%	1,906,856	45,976	45,976

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
CITY OF MILWAUKEE DPW ADMINISTRATION & INSPECTION
COST SUMMARY - PHASE III (JULY 1, 2005 TO PROJECT END)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	Budget (Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Investigative Work & Design Administration (0712/0713)	45,000	45,000	-	45,000	-	-	45,000	-	96%	43,354	1,646	1,646
2	Construction Administration Professional (071D)	400,000	400,000	110,000	510,000	(110,000)	-	510,000	(110,000)	105%	535,640	(25,640)	(25,640)
3	Construction Administration Inspection (071E)	315,000	315,000	30,000	345,000	(30,000)	-	345,000	(30,000)	106%	367,261	(22,261)	(22,261)
	Total	760,000	760,000	140,000	900,000	(140,000)	-	900,000	(140,000)	105%	946,275	(46,275)	(46,275)

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
CONSTRUCTION CONTINGENCY SUMMARY
PHASE III (JULY 1, 2005 TO SEPTEMBER 30, 2008)**

A	B	C	D	E	F	G=C-D-E-F	H	I	J
Item	Task Description	Approved Budget	Approved Change Orders	Potential Change Orders	Owner Requested Added Scope	Contingency Balance	A/E Errors & Omissions	Value Engineering Items	Other
1	General Contractor J.P. Cullen & Sons	\$ 6,000,000	5,808,311	-	-	191,689	-	-	-
2	Architectural/Engineer Services Engberg Anderson Design Partnership Team	-	(117,605)	-	-	117,605	-	-	-
3	Other Consultants, Contractors & Misc Costs	-	(99,823)	-	-	99,823	-	-	-
4	City of Milwaukee Department of Public Works	-	140,000	-	-	(140,000)	-	-	-
	Total	\$ 6,000,000	5,730,883	-	-	269,117	-	-	-

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
TOTAL PHASE II COSTS
(COSTS FROM DECEMBER 9, 2002 TO JUNE 30, 2005)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/I	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	Budget (Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Architectural / Engineering Services Engberg Anderson Design Partnership Team (Base Contract)***	\$ 3,762,848	3,430,450	287,610	3,718,060	44,788	-	3,718,060	44,788	100%	3,718,060	-	-
2	Architectural / Engineering Services Engberg Anderson Design Partnership Team (Contract Extension)***	265,677	310,465	-	310,465	(44,788)	-	310,465	-	100%	310,465	-	-
3	Other Consultants/Other Contractors/Miscellaneous Costs	248,723	248,723	-	248,723	-	-	248,723	-	96%	239,195	9,528	9,528
4	City of Milwaukee Department of Public Works Design / Bid Administration	272,777	272,777	-	272,777	-	-	272,777	-	100%	272,777	-	-
	Total Phase II Project Costs	\$ 4,550,025	4,262,415	287,610	4,550,025	-	-	4,550,025	44,788	100%	4,540,497	9,528	9,528

*** Costs from December 9, 2002 though August 31, 2007 contracted prior to Phase III.

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
TOTAL PHASE I COSTS
(COSTS PRIOR TO DECEMBER 9, 2002)**

A	B	C	D	E	F=D+E	G=C-F	H	I=F+H	J=C-I	K=L/F	L	M=F-L	N=I-L
Item	Task Description	Approved Budget	Approved Contracts / Scheduled Values	Approved Change Orders	Total Approved Contracts / Scheduled Values	Budget (Over)/Under Total Approved Contracts to Date Deviation	Potential Change Orders and Additional Contracts	Total Approved and Potential Contracts	Budget (Over)/Under Total Approved and Potential Contracts	Percent Expended	Costs Incurred to Date	Balance to Complete Approved Contracts	Balance to Complete Approved and Potential Contracts
1	Other Consultants/Other Contractors/Miscellaneous Costs	\$ 1,789,460	1,789,460	-	1,769,480	-	-	1,769,460	-	100%	1,769,460	-	-
2	City of Milwaukee Department of Public Works Investigation / Repairs Administration	162,475	162,475	-	162,475	-	-	182,475	-	83%	134,683	27,791	27,791
	Total Phase II Project Costs	\$ 1,931,935	1,931,935	-	1,931,935	-	-	1,931,935	-	99%	1,904,143	27,791	27,791

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES**

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CO #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Exlating Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
1	Issue # 7: Modify Mock-up Specification	1			(200,000)					(200,000)		200,000
2	Issue # 8: Modify Salvage Requirements	2			(249,137)					(249,137)		249,137
3	Issue # 10: Clock Glass Warranty	1			(4,000)					(4,000)		4,000
4	Issue # 20: Temp. Power	3			0						0	0
5	Issue #36 Light Fixtures	15			4,152		4,152					(4,152)
6	Issue # 39: Steel at 10th Floor	4			134,798						134,798	(134,798)
7	Issue # 47: Structure at Gables	5			1,359,974		1,359,974					(1,359,974)
8	Issue # 54: Copper Detail	7			(30,261)						(30,261)	30,261
9	Issue # 73: Ceramic Tile In Men's Bathroom	5			1,047		1,047					(1,047)
10	Issue # 79 Remove Copper/Booktile Tower	8			32,500		32,500					(32,500)
11	Issue # 107: Mastic @ Slate Roof	8			119,859		119,859					(119,859)
12	Issue # 109 R / 115 Steel Purlins @ S.T.	5			314,980		314,980					(314,980)
13	Issue # 111: CB#03 Revise Ring Beam	7			6,348						8,348	(6,348)
14	Issue # 118 Scaffolding at Dormers	11			199,717		199,717					(199,717)
15	Issue # 130 Proposed Gutter Flashing	8			(30,456)		(30,456)					30,456
16	Issue # 131 Slate Remove & Replace	9/10			1,278,088		1,278,088					(1,278,088)
17	Issue # 132 Extra Pieces @ Gabel	6			8,376		8,376					(8,376)
18	Issue # 136 Precast Tuck @ 13th Floor	7			891		891					(891)
19	Issue # 137 2 I Beams @ ST Ring Beam	7			5,982		5,982					(5,982)
20	Issue # 139 Penebaker Qualification	7			10,399			10,399				(10,399)
21	Issue # 142 ST C Channels	6			192,941		192,941					(192,941)
22	Issue # 151 Terra Colte @ Modillions	5			189,101		189,101					(189,101)
23	Issue # 152 Turret Section CB #05	8			11,260		11,260					(11,260)

MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CD #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Existing Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
24	Issue # 155 ST Balustrade Deck	11			8,591		8,591					(8,591)
25	Issue # 157 Replace Horizontal Channels @ 12 Flr	6			12,017		12,017					(12,017)
26	Issue # 158 Remove Second Roof Layer @ 12 Flr	8			2,940		2,940					(2,940)
27	Issue # 159 A325 bolts at Dormer Rake	7			17,469		17,469					(17,469)
28	Issue # 160 Remove Steel Channels @ 12 Floor ST	8			6,384		6,384					(6,384)
29	Issue # 161 Gusset Plates @ 12th Core	7			37,549		37,549					(37,549)
30	Issue # 163 12th Floor Drainage	12			4,693		4,693					(4,693)
31	Issue # 170 Dormers w/out tees CB #08	8			53,473		53,473					(53,473)
32	Issue # 171 Paint Fire E scape on 2nd Floor	8			1,735		1,735					(1,735)
33	Issue # 179 Roof Halch @ North Roof	12			1,945		1,945					(1,945)
34	Issue # 189 Copper @ Top of Lantern	11			7,563		7,563					(7,563)
35	Issue # 195 Modillions w/ Rebar	14			(9,000)		(9,000)					9,000
36	Issue #200 Re-route Plumbing Conductor @ North	13			3,926		3,926					(3,926)
37	Issue # 205 Rolled Angle @ Drum	12			38,328		38,328					(38,328)
38	Issue # 219 8th Floor Sill Anchor CB #07	11			4,679		4,679					(4,679)
39	Issue # 220 Lighting Revisions CB #08	13			(8,881)		(8,881)					8,881
40	Issue # 226 Door @ Dormer E18	11			7,018		7,018					(7,018)
41	Issue # 229 Precast @ 13th Floor	16			57,853		57,853					(57,853)
42	Issue # 230 Heat & Winter Costs	8			102,110		102,110					(102,110)
43	Issue # 237 8th Floor North Steel	16			241,757		241,757					(241,757)
44	Issue # 245 Modillion Modification	14			10,358		10,358					(10,358)
45	Issue #248 Brick Test Run for ST	8			14,335		14,335					(14,335)
46	Issue # 251 Brick @ Slate on S.T.	11			(3,356)		(3,356)					3,356

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES**

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CO #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Existing Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
47	Issue #256 Cut 3/4" Off New Brick @ 7th Flr Frieze	11			31,854		31,854					(31,854)
48	Issue # 262 11th Flr Dental Work	12			9,072		9,072					(9,072)
49	Issue # 263 Gutter Drains @ 8 Flr	11			23,168		23,168					(23,168)
50	Issue # 267 Winter Protect @ Slate	12			25,000		25,000					(25,000)
51	Issue # 268 Flashing @ North of ST	12			7,486		7,486					(7,486)
52	Issue # 270 Brick Pier @ Gutters	14			3,000		3,000					(3,000)
53	Issue #271 Brick Backup Allowance	19			67,935		66,531					(67,935)
54	Issue #272 Steel Survey Flx @ 11th	12			74,992		74,992					(74,992)
55	Issue #280 Gutter Drain @W8	13			1,453		1,453					(1,453)
56	Issue #281 13th Floor Column Cap Fix	13			82,941		82,941					(82,941)
57	Issue #285 Revised Clock Hands	19			37,302		37,302					(37,302)
58	Issue #289 12th Floor Double Angle	13			361,566		361,566					(361,566)
59	Issue #291 13th Floor Column Splices	12			3,957		3,957					(3,957)
60	Issue #295 Credit for Subs OH&P	12			855		855					(855)
61	Issue #295 Correction on CO #12 - Credit Due	15			(1,710)		(1,710)					1,710
62	Issue # 298 Scupper Detail	14			220,000		220,000					(220,000)
63	Issue #298 Credit on Overtime from Original # 298	18			(42,880)		(42,880)					42,880
64	Issue #309 Copper Fitting Credit	15			(5,931)		(5,931)					5,931
65	Issue #310 Steel Channels @ Lantern	13			19,837		19,837					(19,837)
66	Issue #312 Terra Cotta Allowance Credit	14			(780,000)		(780,000)					780,000
67	Issue #314 Painting Drip Edges	16			(7,000)		(7,000)					7,000
68	Issue #317 Brick Areas < 10 sq ft	14			2,193		2,193					(2,193)
69	Issue #320 13th Floor Column Splice 2	15			(1,350)		(1,350)					1,350

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES**

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CO #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Existing Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
70	Issue #323 Windows 1st - 7th Floor West	15			(8,775)		(8,775)					8,775
71	Issue #330 13th Fir Column Splice 2	14			2,884		2,884					(2,884)
72	Issue #332 11th Floor Gusset Plates	14			42,174		42,174					(42,174)
73	Issue # 344 North Tower Copper	17			578,563		578,563					(578,563)
74	Issue #347 11th Floor Panel Back- up	15			26,529		26,529					(26,529)
75	Issue #352 Glazer Apprenticeship Hours	15			0		0					0
76	Issue #354 Spiral Stairs @ South Tower	15			14,250		14,250					(14,250)
77	Issue #357 Snow Fence Install	15			15,470		15,470					(15,470)
78	Issue #358 Extra Sandstone Cornice	15			34,800		34,800					(34,800)
79	Issue #359 Wood Blocking @ Lantern	15			11,943		11,943					(11,943)
80	Issue #363 5th Floor Sill Mockup	18			55,250		55,250					(55,250)
81	Issue #370 Re-Scaffolding for Allowances	18			10,038		10,038					(10,038)
82	Issue #374 8th Floor Gutter E12- E14	17			4,075		4,075					(4,075)
83	Issue # 377 City Trip to GMB	15			3,934		3,934					(3,934)
84	Issue #384 Cross Gable Copper Panel	17			27,616		27,616					(27,616)
85	Issue #385 Concrete @ ST Light Wells	16			6,566		6,566					(6,566)
86	Issue #386 Stringers 10th to 13th	18			44,107		44,107					(44,107)
87	Issue #388 Profit Compounding	18			(36,079)		(36,079)					36,079
88	Issue #389 07/08 Winter Heat	16			142,880		142,880					(142,880)
89	Issue #390 Builders Risk TC	16			15,157		15,157					(15,157)
90	Issue #391 North Gable Copper	17			18,501		18,501					(18,501)
91	Issue #397 Soffit Steel Above Lantern	17			5,765		5,765					(5,765)
92	Issue #404 9th Floor Gutter Conductor	20			9,968		9,968					(9,968)

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES**

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CO #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Existing Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
93	Issue #405 Lighting @ Spiral Stairs	19			15,477		15,477					(15,477)
94	Issue #406 Credit for Sandstone Work	18			(367,082)		(367,082)					367,082
95	Issue #413 North Tower Copper Substrate	17			31,018		31,018					(31,018)
96	Issue #417 Clips @ Conductor Boxes	17			4,778		4,778					(4,778)
97	Issue #420 Stop Work 2nd Floor Cornice	18			25,937		25,937					(25,937)
98	Issue #424 Main Roof Parapet Credit	18			(10,636)		(10,636)					10,636
99	Issue #426 Extra Sand Cornice @ ST	18			64,414		64,414					(64,414)
100	Issue #431 City Trip to GMcB 2	17			4,847		4,847					(4,847)
101	Issue #432 North Elevation I & W Shield	18			5,994		5,994					(5,994)
102	Issue #434 9th Floor Gutter Sump	18			11,750		11,750					(11,750)
103	Issue #436 13th Floor Lion Anchorage	19			19,589		19,589					(19,589)
104	Issue #442 Additional Roof Removal	19			60,499		70,797					(60,499)
105	Issue #443 Main Roof Parapet	20			16,996		16,996					(16,996)
106	Issue #448 Purlins @ Flat Roof	19			30,210		30,210					(30,210)
107	Issue #449 8th Floor Steel	19			106,042		106,042					(106,042)
108	Issue #450 Light Fixture C	19			5,253		5,253					(5,253)
109	Issue #454 South Tower Hatch Covers	19			4,533		4,533					(4,533)
110	Issue #456 Remaining Sill Repair	21			60,206		60,206					(60,206)
111	Issue #457 CMU @ 13th Floor Buttress	19			22,706		22,706					(22,706)
112	Issue #458 Roof Hood Revisions CB #10	19			5,593		5,593					(5,593)
113	Issue #461 Caulk @ Sandstone Sills	19			35,773		35,773					(35,773)
114	Issue #462 Copper Stains on Dormers	20			10,590		10,590					(10,590)

**MILWAUKEE CITY HALL HISTORIC BUILDING RESTORATION PROJECT
GENERAL CONTRACTOR: J.P. CULLEN & SONS
APPROVED CHANGES & POTENTIAL CHANGES**

A	B	C	C	D	E	F	G	H	J	K	L	M
Item No.	Item Description	CO #	Estimated Amount	Submitted Amount	Approved Amount	Rejected Amount	Existing Condition	Owner's Request	A/E Design Error	VE Item	Other	Contingency Adjustment
115	Issue #464 Slate Repair @ North Tower	21			5,129		5,000					(5,129)
116	Issue #465 North Elevation Shoring	19			13,274		13,274					(13,274)
117	Issue #487 Roof Snow Fences	21			2,252							(2,252)
118	Issue #488 Steel Base Plates	20			9,868		9,868					(9,868)
119	Issue #469 Main Roof Ladder	21			9,155							(9,155)
120	Issue #470 Sandstone Spalling	20			6,444		6,444					(6,444)
121	Issue #471 13th Floor Buried Metal	20			20,227		20,227					(20,227)
122	Issue #472 Replace PVC Sleeve on Lightning Protection	21			11,457		11,457					(11,457)
123	Issue #473 Moids & Models	22			19,123		19,123					(19,123)
124	Issue #474 Sandstone Sill Sealant	20			30,904		30,904					(30,904)
125	Issue #476 12th Floor Cracks	23			348,360		348,360					(348,360)
126	Issue #477 JF Cook Misc	21			5,309		5,309					(5,309)
127	Issue #482 Clock Lights	21			18,143		18,143					(18,143)
128	Issue #483 Clock Controls	21			9,096		9,096					(9,096)
129	Issue #489 Sandstone Lintel Removal	21			7,044		7,044					(7,044)
130	Issue #492 Paint Clock Flashing	21			1,060		1,532					(1,060)
131	Issue #494 11th Floor Leveling	22			9,796							(9,796)
132	Issue #497 Window Cleat Allowance	23			(2,451)		(2,451)					2,451
133	Issue #498 10th Floor Roof Drain	23			(1,098)		(1,098)					1,098
134	Issue #499 Reduced Copper Work at Lantern Credit	22			(8,667)							8,667
	TOTAL		0	0	5,808,311	0	6,136,865	10,399	0	(453,137)	110,885	(5,808,311)

Appendix B – Budget Evolution / Funding History

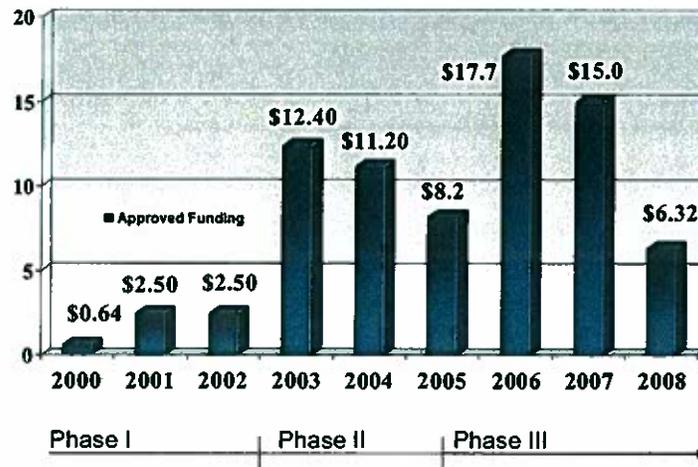
BUDGET EVOLUTION/FUNDING HISTORY

The development of the total approved project budget of \$76,454,169 comprises three (3) distinct phases of funding, as follows:

- **Phase I**
A special account known as “City Hall Restoration Program” was created in Budget Year 2000 to maintain the structural integrity, prevent further deterioration and maintain City Hall’s visual appearance. This program was established with a multiple year funding strategy to replace roof components, repair fire escapes, tuck-point the building, replace clock faces, provide other repairs necessary to protect the building’s envelope from the elements, and to provide investigations and reports to determine the extent and cost to provide a more comprehensive restoration of City Hall. Of the \$640,000 approved in 2000, and the \$2,500,000 approved in both 2001 and 2002 for these purposes, a total of \$1,904,143 was expended on this work.
- **Phase II**
Of the additional appropriations for the “City Hall Restoration Program” in budget years 2003 (\$12,400,000), 2004 (\$11,200,000) and 2004 (\$8,200,000), a total of \$4,555,853 was expended or encumbered. The work covered by this phase includes costs for architectural/engineering services, tower stabilization/netting, DPW labor costs and other administrative costs.
- **Phase III**
Based upon the conclusions of the engineering reports carried out in the Phase I period of 2000 to 2003, the City Hall restoration project cost was estimated to be \$44 Million in budget year 2003. Additional detailed studies carried out in the Phase II period of 2003 to 2005 resulted in a revised estimated cost of \$43.5 Million in budget year 2005.

However, as a result of the substantially higher than expected bids received in early 2005, the revised estimated total project cost was determined to be \$76,454,169 or \$70,000,000 in addition to the \$6,459,607 expended or encumbered during Phases I and II of the Project. The approved appropriations are noted in the chart below:

**Restoration Program
Capital Funding Appropriations
\$76,460,000**



Appendix C – Partnering Project Goals

PARTNERING PROJECT GOALS

A Partnering session was held with the Contractor, architect, Engineer, Public Works, Monitor, and Wisconsin Regional Training Partnership, the Milwaukee Urban League, BIG STEP, and other interested stakeholders. Those present developed a Mission Statement to guide their actions from project launch through its scheduled completion in 2008.

In addition to the Mission Statement, several project goals were agreed to by all:

- Have a safe project with zero lost time accidents.
- World-class quality and historic restoration.
- Complete project on time and under budget in a manner that is profitable for all.
- Meet or exceed City's diversity goals.
- Maintain a great level of open respectful communication and teamwork.
- Determine and meet all expectations of the stakeholders involved.
- Maintain good public relations.

This report and the following data will focus on efforts of the Construction Team in meetings and the contractual participation program provisions and introduce those volunteer efforts underway that address the spirit of diversity and community inclusion.

