



# City of Milwaukee

City Hall  
200 East Wells Street  
Milwaukee, WI 53202

## Meeting Agenda PUBLIC WORKS COMMITTEE

**ALD. ROBERT BAUMAN, CHAIR**  
**Ald. Joseph Dudzik, Vice-Chair**  
**Ald. Willie Wade, Ald. Robert Donovan, and Ald. Robert Puente**  
**Staff Assistant, Tobie Black, 286-2231**  
**Fax: 286-3456, [tblack@milwaukee.gov](mailto:tblack@milwaukee.gov)**  
**Legislative Liaison, Aaron Cadle, 286-8666,**  
**[acadle@milwaukee.gov](mailto:acadle@milwaukee.gov)**

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Thursday, January 6, 2011

9:00 AM

Room 301-B, City Hall

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1. [101094](#) Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.  
**Sponsors:** THE CHAIR
  
2. [101093](#) 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 \$10,000 for a total estimated cost of these projects being \$150,000.  
**Sponsors:** THE CHAIR
  
3. [101095](#) 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 \$345,000 for a total estimated cost of these projects being \$7,590,000.  
**Sponsors:** THE CHAIR
  
4. [101096](#) Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$2,569,500 for a total estimated cost of these projects being \$6,234,500.  
**Sponsors:** THE CHAIR
  
5. [101142](#) Resolution relating to the City of Milwaukee's participation in the National League of Cities' Service Line Warranty Program.  
**Sponsors:** Ald. Davis
  
6. [091514](#) Resolution declaring the City-owned parking lot at 2353 North Farwell Avenue surplus to municipal needs and authorizing an Option to Purchase with Mercy Housing Lakefront, Inc. to purchase and develop the property with workforce housing, in the 3rd Aldermanic District.  
**Sponsors:** Ald. Kovac

7.     [101128](#)     Resolution relating to application, acceptance and funding of a Wisconsin Department of Natural Resources 2011 Urban Forestry Grant.  
**Sponsors:**     Ald. Witkowski
  
8.     [100871](#)     A substitute ordinance granting an air space lease to Fix Development, LLC for a building overhang on the north side of Bruce Street, east of South 2nd Street for the premises at 538 S. 2nd Street.  
**Sponsors:**     THE CHAIR
  
9.     [101035](#)     Resolution approving an agreement between the City of Milwaukee and the City of Oak Creek for the design, installation, construction, operation, maintenance, and funding of permanent street lighting facilities on South 13th Street between West College Avenue and West Rawson Avenue.  
**Sponsors:**     THE CHAIR
  
10.    [101098](#)     Resolution to amend a funding agreement for the installation of traffic control signal and sign improvements on South 27th Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under a Highway Safety Improvement Program project in the 8th, 11th, and 13th Aldermanic Districts at an increased cost of \$31,043.95, with an increased grantor share of \$27,939.55, and an increased City share of \$3,104.40.  
**Sponsors:**     THE CHAIR
  
11.    [101034](#)     Resolution directing the proper City Officers to execute Sewer Easement and Agreement SE-2821, located near West Mount Vernon Avenue, North 21st Street and North 25th Street.  
**Sponsors:**     THE CHAIR
  
12.    [101057](#)     Resolution authorizing the Commissioner of Public Works and Comptroller to execute two State/Municipal Agreements with the Wisconsin Department of Transportation for roadway and traffic signal improvements and to fund preliminary engineering for these two projects in the 7th and 15th Aldermanic Districts with a total estimated cost of \$116,000, with an estimated grantor share of \$38,700, and an estimated City share of \$77,300.  
**Sponsors:**     THE CHAIR
  
13.    [101100](#)     Resolution authorizing the Commissioner of Public Works and Comptroller to execute three State/Municipal Agreements with the Wisconsin Department of Transportation for traffic signal improvements and to fund preliminary engineering for these three projects in various Aldermanic Districts with a total estimated cost of \$255,000, with an estimated grantor share of \$229,500, and an estimated City share of \$25,500.  
**Sponsors:**     THE CHAIR
  
14.    [101064](#)     Resolution directing the Commissioner of Public Works to enter into an agreement with the Wisconsin Department of Transportation for the development, implementation and funding of traffic control and other safety measures and City staff meeting attendance necessary to mitigate traffic diversion on City streets due to repaving activity on I-94 East-West Corridor in 2011 and 2012; total cost \$175,000 of which 100% is grantor funded.

**Sponsors:** THE CHAIR

15. [101065](#) Resolution directing the City Engineer and the Commissioner of Public Works to enter into a professional services contract with a consulting engineering firm to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts as applicable.

**Sponsors:** THE CHAIR

16. [091219](#) Substitute resolution amending a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments for the premises at 207 East Michigan Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

17. [091220](#) Substitute resolution amending a special privilege for change of ownership to Stonewater Historic Milwaukee LLC for tree grates with guards and for addition of historic building encroachments and a moveable planter for the premises at 225 East Michigan Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

18. [090413](#) Resolution to grant a special privilege to Milwaukee & St. Paul, LLC to construct and maintain stairs for the premises at 341 N. Milwaukee Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

*--May be placed on file as no longer needed.*

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

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

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

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

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



## Legislation Details (With Text)

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**File #:** 101094      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

**Attachments:** Cover Letter, Official Notice Number 41, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101094

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Requestor**

INFRASTRUCTURE SERVICES DEPARTMENT

**Drafter**

MLD:dr

Report 6

12/15/10

December 15, 2010

File Number

To the Honorable, the Common Council

Dear Council Members:

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

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

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

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

MLD:dr  
Afr 6  
Report Appended

**OFFICIAL NOTICE NUMBER 41  
PUBLIC HEARING ON PROPOSED IMPROVEMENTS  
AND SPECIAL ASSESSMENTS**

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

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

<p><b>THURSDAY</b></p> <p><b>JANUARY 6, 2011</b></p> <p><b>ROOM 301-B – CITY HALL</b></p> <p><b>9:00 A.M.</b></p>
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**5th Aldermanic District**

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

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

**6th Aldermanic District**

**W. Randolph St. – N. 1st St. to N. 2nd St. (ST211110162):**

Install traffic calming speed hump(s).

**8th Aldermanic District**

**S. 24th St. – W. Burnham St. to W. Rogers St. (ST211110157):**

Install traffic calming speed hump(s).

**10th Aldermanic District**

**S. 70th St. – South City Limits to W. Adler St. (ST211090116):**

Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (0-foot - 9.0-foot width of tree border area), grading, and asphalt resurfacing of service drive.



## 14th Aldermanic District

### **E. Potter Ave. – S. Logan Ave. to S. Kinnickinnic Ave. (ST211110135):**

Pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (0-foot - 6.0-foot width of tree border area), and grading.

You may examine a copy of the report recommending these projects in Room 908, 841 North Broadway, Milwaukee, Wisconsin during the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday except for December 24, December 27, December 31, 2010 and January 3, 2011.

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

Office of the City Clerk, Milwaukee

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Ronald D. Leonhardt, City Clerk

December 15, 2010





## Legislation Details (With Text)

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**File #:** 101093      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$10,000 for a total estimated cost of these projects being \$150,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101093

**Version**

ORIGINAL

**Sponsor**

THE CHAIR

**Title**

Resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$10,000 for a total estimated cost of these projects being \$150,000.

**Analysis**

This resolution authorizes engineering studies and directs the Commissioner of Public Works to determine any benefits or damages which would result if the projects were to be constructed. After the Commissioner files his report, a Public Hearing will be held on those projects determined assessable. A resolution will be submitted after the Public Hearing authorizing construction. The City cost for engineering these projects is estimated to be \$10,000 with the total cost estimated to be \$150,000.

**Body**

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

5th Aldermanic District

N. 97th St. - W. Keefe Ave. to W. Lisbon Ave. (ST211130101): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2013 construction season.

; and, be it

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

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

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

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

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

**Requestor**

Infrastructure Services Division

**Drafter**

MLD:dr

Apr 6

12/15/2010





## Legislation Details (With Text)

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**File #:** 101095      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$345,000 for a total estimated cost of these projects being \$7,590,000.

**Sponsors:** THE CHAIR

**Indexes:** SANITARY SEWERS, SEWER IMPROVEMENTS, STORM SEWERS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101095

**Version**

ORIGINAL

**Sponsor**

THE CHAIR

**Title**

Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$345,000 for a total estimated cost of these projects being \$7,590,000.

**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 \$345,000 with the total cost estimated to be \$7,590,000.

**Body**

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

1st Aldermanic District

W. Roosevelt Drive (south side) - N. Teutonia Ave. to N. 22nd St. (SM495100244): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$171,000. This project is anticipated to be completed during the 2011 construction season.

W. Roosevelt Dr. - N. 27th St. to N. 30th St. (SM495100247): Relaying storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$357,000. This project is anticipated to be completed during the 2011 construction season.

N. 41st St. - W. Lancaster Ave. to 370 feet m/l north of W. Lancaster Ave. (SM495100246): Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$30,000. This project is anticipated to be completed during the 2011 construction season.

W. Villard Ave. - N. 27th St. to N. Teutonia Ave. (SM495100217): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$288,000. This project is anticipated to be completed during the 2011 construction season.

3rd Aldermanic District

E. Clarke St. - 135 feet m/l east of N. Dousman St. to N. Gordon Pl. (SM495100236): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$29,000. This project is anticipated to be completed during the 2011 construction season.

N. Gordon Ct./Pl. - E. Wright St. to E. Clarke St. (SM495100235): Relaying combined sewer.



(Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$186,000. This project is anticipated to be completed during the 2011 construction season.

E. Kenwood Blvd. - N. Stowell Ave. to 175 feet m/l west of N. Prospect Ave. (SM495100239): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$102,000. This project is anticipated to be completed during the 2011 construction season.

N. Lake Dr. - E. Bradford Ave. to E. Park Pl. (SM495100238): Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$387,000. This project is anticipated to be completed during the 2011 construction season.

N. Maryland Ave. - E. Linnwood Ave. to E. Kenwood Blvd. (SM495100245): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$160,000. This project is anticipated to be completed during the 2011 construction season.

#### 3rd and 4th Aldermanic Districts

E. Juneau Ave. - N. Market St. to N. Milwaukee St. (SM495100222): Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$333,000. This project is anticipated to be completed during the 2011 construction season.

#### 3rd, 4th and 6th Aldermanic Districts

2011 Combined/Storm Manhole Rehabilitation - Various Locations throughout the City (SM495100231): Manhole repair. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$459,000. This project is anticipated to be completed during the 2011 construction season.

#### 3rd and 6th Aldermanic Districts

E. Chambers St. - N. Richards St. to N. Booth St. (SM495100233): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$214,000. This project is anticipated to be completed during the 2011 construction season.

#### 6th Aldermanic District

N. Booth St. - E. Chambers St. to E. Burleigh St. (SM495100232): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$395,000. This project is anticipated to be completed during the 2011 construction season.

E. Burleigh St. - N. Richards St. to N. Booth St. (SM495100234): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this

project including the requested amount is \$231,000. This project is anticipated to be completed during the 2011 construction season.

N. Port Washington Ave. - W. Keefe Ave. to Off Ramp/On Ramp from/to W. Capitol Dr. (SM495100237): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$863,000. This project is anticipated to be completed during the 2011 construction season.

N. 13th St. - W. Burleigh St. to W. Ring St. (SM495100241): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$292,000. This project is anticipated to be completed during the 2011 construction season.

#### 7th and 15th Aldermanic Districts

W. Fond du Lac Ave. - N. 30th St. to N. 35th St. (W. Burleigh St. Intersection) (SM495100221): Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$942,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th and 11th Aldermanic Districts

W. Oklahoma Ave. - S. 47th St. to S. 48th St. (SM495100240): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$83,000. This project is anticipated to be completed during the 2011 construction season.

#### 10th Aldermanic District

W. Blue Mound Rd. - 200 feet m/l east of N. 58th St. to N. 59th St. (SM495100243): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$71,000. This project is anticipated to be completed during the 2011 construction season.

N. 64th St. - W. Nash St. to W. Keefe Ave. Pkwy. (SM495100219): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$118,000. This project is anticipated to be completed during the 2011 construction season.

N. 72nd St. - W. Mount Vernon Ave. to W. Blue Mound Rd. (SM495100220): Relaying sanitary and storm sewers. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$263,000. This project is anticipated to be completed during the 2011 construction season.

#### 12th Aldermanic District

S. Water St. - E. National Ave. to 230 feet m/l south of E. National Ave. (SM495100242): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$202,000. This project is anticipated to be

completed during the 2011 construction season.

13th Aldermanic District

S. 20th St. and W. Klein Ave. (SM495100248): Relaying storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$1,414,000. This project is anticipated to be completed during the 2011 construction season.

;and, be it

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

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

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

**Requestor**

Infrastructure Services Division

**Drafter**

MLD:dr

Npr 6

12/15/2010





## Legislation Details (With Text)

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**File #:** 101096      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$2,569,500 for a total estimated cost of these projects being \$6,234,500.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS, SANITARY SEWERS, SEWERS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101096

**Version**

ORIGINAL

**Reference**

100839

**Sponsor**

THE CHAIR

**Title**

Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$2,569,500 for a total estimated cost of these projects being \$6,234,500.

**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 \$2,569,500. The total estimated cost of these projects is \$6,234,500.

**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:

10th Aldermanic District

N. Hawley Rd. - W. Wells St. to W. Valley Forge Dr. (SM495100213) File Number 100839: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$324,000). The total estimated cost for this project including the requested amount is \$339,000. This project is anticipated to be completed during the 2011 construction season.

11th Aldermanic District

Area bounded by Greenfield City Limits and W. Morgan Ave., S. 34th St., and S. 31st St. (SM495100211) File Number 100960: Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$111,000). The total estimated cost for this project including the requested amount is \$126,000. This project is anticipated to be completed during the 2011 construction season.

S. 80th St. - W. Morgan Ave. to 350 feet m/l south of W. Morgan Ave. (SM495100214) File Number 100839: New storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$78,000). The total estimated cost for this project including the requested amount is \$93,000. This project is anticipated to be completed during the 2011 construction season.

14th Aldermanic District

S. and E. Bay St. - E. Potter Av. to S. Kinnickinnic Ave. Downtown to Bay View Bikeway -Phase 1 (ST320061401)(1302-00-70) File Number 100980: Asphalt pavement resurfacing, replace curb and gutter as necessary, including raised bike lanes in the segment between E. Potter Ave. and E. Lincoln Ave.; pavement marking and signing for the segment between S. Lenox St. and S.

Kinnickinnic Ave.

Grantor Non-Reimbursable Paving Fund \$ 807,500  
Grantor Reimbursable Paving Fund -- \$ 121,100;  
City Share Non-assessable Paving Fund \$ 239,900;

These funds are to be transferred to the construction account (ST320061410) (1302-00-70).

Previously authorized for project construction: \$0.00

Current estimated cost of total project including this resolution: \$ 1,168,500

Original estimated cost of the project (File Number 100980): \$ 1,849,850 (Includes preliminary engineering and both construction phases for the Downtown to Bay View Bikeway)

This project is anticipated to be completed during the 2011 construction season.

15th Aldermanic District

Area bounded by W. Clarke St. to W. Meinecke Ave., and N. 20th St. to N. 26th St. (SM495100010) File Number 100312: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$433,000, Additional Funds). The total estimated cost for this project including the requested amount is \$4,008,000. This project is anticipated to be completed during the 2011 construction season.

Various Aldermanic Districts

Alterations by Milwaukee Water Works Distribution Section prior to paving (WT410110730) File Number 091623: Water main alteration. (Nonassessable Water Fund Budget Line 6410 -- \$35,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2011 construction season.

Water Main Alterations by Private Contractor prior to paving (WT410110750) File Number 091623: Water main alteration. (Nonassessable Water Fund Budget Line 5010 -- \$10,000; Nonassessable Water Fund Budget Line 6410 -- \$225,000). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2011 construction season.

Water Main Alterations by Private Contractor prior to sewer construction (WT410110770) File Number 091623: Water main alteration. (Nonassessable Water Fund Budget Line 5010 -- \$7,000; Nonassessable Water Fund Budget Line 6410 -- \$178,000). The total estimated cost for this project including the requested amount is \$200,000. This project is anticipated to be completed during the 2011 construction season.

now, therefore, be it

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

Further Resolved, That the City Engineer and the Commissioner of Public Works are hereby authorized to negotiate and enter into an agreement with the State of Wisconsin, Department of Transportation for the City to undertake construction management duties on the following project: S. and E. Bay St. (ST320061401); and, be it

Further Resolved, That the City Engineer is authorized and directed to approve and make periodic payments to the State of Wisconsin, Department of Transportation after receipt of invoices from said State for the City's share of the costs for said project: S. and E. Bay St. (ST320061401); and, be it

Further Resolved, That upon the completion of project S. and E. Bay St. (ST320061401) and a determination of the actual cost(s), it is understood that if the City of Milwaukee's share is less than the amount previously paid, the difference will be refunded to said City; 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 6

12/15/2010







## Legislation Details (With Text)

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**File #:** 101142      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to the City of Milwaukee's participation in the National League of Cities' Service Line Warranty Program.

**Sponsors:** ALD. DAVIS

**Indexes:** FLOOD CONTROL, SEWER IMPROVEMENTS, SEWERS

**Attachments:** NLC Warranty, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

..Number

101142

..Version

SUBSTITUTE 1

..Reference

..Sponsor

ALD. DAVIS

..Title

Substitute resolution authorizing participation in the National League of Cities' Service Line Warranty Program administered and managed by Utility Service Partners, Inc.

..Analysis

This substitute resolution makes the City of Milwaukee a participant in the National League of Cities' Service Line Warranty Program administered and managed by Utility Service Partners, Inc. (USP). This program is designed to provide residents of the city the opportunity to obtain a warranty that will provide repairs to their water and sewer service lines for a monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers. The program requires the City to enter into a co-branded marketing services agreement with USP. The agreement provides for the use of the City name and logo, not including the City seal, on marketing materials sent to residents. The City is endorsing USP as the service provider for the warranty program.

..Body

Whereas, Poorly maintained sewer laterals contribute to the infiltration and inflow of storm water or groundwater into Milwaukee's dedicated sanitary sewer system, which can cause the system to overflow; and

Whereas, Leaks of water into sanitary sewers have increased since the district's deep tunnel system began operating in 1994, compromising the system's ability to store wastewater and prevent combined sewer overflows; and

Whereas, The discharge of sewer overflow into residential basements and surrounding waters negatively affects the environment and public health, and it also violates state and federal regulations; and

Whereas, As cities throughout the United States struggle to address problems of infiltration and inflow, municipal programs to encourage and assist residential private property owners in maintaining private sewer laterals are growing in popularity; and

Whereas, The average cost of repairing a broken water line or sewer line may range from \$1,200 to over \$3,500; and

Whereas, Most homeowner policies will pay to repair the damage created by failed utility lines but they generally do not pay to repair the actual broken pipes or lines; and

Whereas, After severe flooding and widespread basement backups on July 22, 2010, the Milwaukee Metropolitan Sewerage District has proposed spending \$150 million in the next 10 years to inspect and help repair private laterals in the 28 communities served by the district; and

Whereas, The National League of Cities (“NLC”) launched a Utility Service Line Warranty Program in November, 2010, created, administered and managed by Utility Service Partners, Inc. (USP) to benefit residents of participating cities; and

Whereas, The national program, modeled after existing programs in Oklahoma and West Virginia, retains local, professional plumbers to perform all service line repair work; and

Whereas, USP administers the program and is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs to local codes; and

Whereas, USP pays for all marketing materials and program administration and will pay the city a 10% royalty for every resident that participates in the program; and

Whereas, The external service line warranty covers the underground service line from the point of connection to the city main line to the point of entry to the home, with coverage capped per occurrence at \$4,000 plus an additional \$4,000 for public street cutting, if necessary; and

Whereas, City residents will benefit through the City’s participation in the National League of Cities’ Service Line Warranty Program at no cost to the City; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Administration is directed to enter into the attached marketing agreement with Utility Service Partners, Inc. (USP) for participation in the National League of Cities’ Service Line Warranty Program and to provide reasonable assistance as requested by the NLC and USP to initiate and maintain this participation for the benefit of city residents; and, be it

Further Resolved, That proceeds from the Service Line Warranty Program shall be returned to the General Fund.

..Requestor

..Drafter  
LRB122427-2  
RTW  
12/30/10

Clerical Correction - 1-5-11- tb



## Implementation Process



1. Upon approval from city council (if applicable), execute one-page contract provided by USP (upon contract execution, USP will immediately begin to recruit and screen local contractors)



2. Approve Press Release provided by USP (general notice to eliminate resident confusion/city calls) and if desired, distribute to local media and/or post to the city website



3. Send the following to USP for the creation of the citizen solicitation letter:

- City Seal artwork, if available
- Name/Title of designated signor plus signature
- City Address for outer envelope
- Zip+4 list of city territory



4. Approve Solicitation Letter provided by USP



5. Access Monthly Reporting via the web



6. Receive Annual Payment

## A PARTNERSHIP WITH BECKLEY, WEST VIRGINIA

Beckley, West Virginia is a city with a population of 20,000 residents located in southern West Virginia and is the central hub of Raleigh County. Like many cities in the country, Beckley is looking to create an environmentally conscious community while, at the same time, dealing with important budget issues.

In June 2009, Beckley hosted a workshop, sponsored by Utility Service Partners, Inc., discussing “Bottom Line Green”. ‘Green’ has become a new buzzword today, and everyone is making a claim that their program or product is good for the environment. But can a utility line warranty program contribute to a cleaner planet?

Well, the answer is Yes.

Leaking water pipes waste millions of gallons of treated water each year. Wasted drinking water has to be recaptured and retreated by the local municipal water system. Leaking sewer lines pollute ground water and acres of land. The re-treating of water can waste energy and resources, contributing to increased carbon emissions and lost revenue for the city. And citizens become frustrated when they learn that they are responsible for repairing — and paying for — broken or leaking pipes.

USP’s program offers cities a solution that ensures timely repairs to broken homeowner water and sewer lines, thereby conserving water resources and minimizing waste water pollution. For a small monthly fee paid by the homeowner, USP offers around the clock repair service, with access to a live representative and prompt service performed by local, certified technicians. A cleaner planet, a happier citizen.

Beckley Mayor Emmett Pugh was intrigued. “The mayor approached us right after the session and asked for more information. He wanted to know more about how this kind of a program could benefit the city”, said Brad Carmichael, Vice President, Business Development.

Were there strings attached? How much would it cost the city to implement? Would the city have to find the manpower to help get the program off of the ground?

The answer is No.

No strings attached. No cost to the city to implement. USP covers all of the costs to promote the utility line warranty program to the local citizens. In terms of city involvement, USP simply needs a few pieces of information, including the city seal, return address and the official’s signature for the communication. It’s that simple. USP’s solution is designed for fast turnaround with little impact to city government.

Mayor Pugh was pleased with the company’s approach. “Working with USP is really easy. They take care of everything — marketing, billing, and customer service. All we had to do was review and approve the letter to customers.”

By October 2009, Beckley had contracted with USP to offer the utility line warranty programs to its citizens, and the first marketing campaign, a sewer line warranty offer, was mailed to Beckley households the following spring.

The program was a tremendous success. “We were delighted with the response from our citizens.” Mayor Pugh commented on the results of the first campaign. “Providing a service to our residents which helps them avoid costly repairs, that’s something they really appreciate”.

The NLC Service Line Warranty program is a timely solution for cities like Beckley, West Virginia and many others across the United States. By sharing in a portion of the revenues collected from this program, cities can relieve some of the strain caused by shrinking revenues and increasing costs. The program also offers cities the opportunity to enhance their image by providing an additional service that benefits their residents.



## UTILITY SERVICE PARTNERS

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### How long has the company been in business?

The company was originally formed in 1998 within Columbia Energy to provide service line warranties for its utility customers. USP was formed in September 2003 to purchase Columbia Service Partners from Columbia Energy. USP continues to expand the product offerings and grow the business through city and utility partnerships. USP is a proud member of the Better Business Bureau.

## PROGRAM

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### Is this program available everywhere?

The NLC Service Line Warranty Program will be introduced throughout the continental United States in phases over the next 18 months. Please see our National Roll-Out Schedule map for details regarding your state.

### How are our citizens notified of the program?

USP mails each resident a campaign letter which outlines the cities' endorsement, followed by a reminder letter two weeks later to ensure the highest response rate. USP only solicits through direct mail — no telemarketing is ever employed. All homeowners will have the option to enroll in the program, regardless of the age of their residence.

### What cooperation will be needed from the cities?

USP desires to enter into a co-branded marketing services agreement with each city. The agreement provides for the use of the city name/logo, in conjunction with USP's logo, on marketing materials sent to citizens. The city is endorsing USP as the service provider for the warranty program.

### When do you solicit residents?

Through the years, we have found the optimal times to invite citizens to participate are in the Spring and Fall of each year.

### Does NLC or USP sell or rent the personal information of residents that enroll in the program?

No. Neither the NLC nor USP will sell or rent the names of prospective customers or participants.

### How much does the resident pay for this service?

Each warranty is sold separately and the price range is generally between \$4 and \$5 a month per product.

## BENEFITS

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### How much will residents save by using the warranty program?

While costs for water line and sewer line repairs can vary, the average cost of repairing a broken water line or sewer line may range from \$1,200 to over \$3,500.

### Will this program cost the city any money?

Not a cent. USP pays for all marketing materials and program administration. Furthermore, USP will pay the city a royalty for every resident that participates in the program!

### What benefit does the city receive from endorsing these programs?

By endorsing the USP programs, the city is able to reduce resident's frustration over utility line failures by bringing them low-cost service options. 96% of survey respondents say that their image of the city is enhanced because the warranty program is offered as a service by the city. These programs also generate extra revenue for the city through the royalty that is paid by USP to the city. Finally our programs help to stimulate the local economy. USP only uses local contractors to complete the repairs which helps to keep the dollars in the local community.

## RESPONSIBILITIES

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### Who administers the program?

Utility Service Partners (USP) administers the program and is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs to local code.

### What are the city's responsibilities?

We ask each city to work with USP to provide the following; 1) a copy of the city seal, if available, for the solicitation letterhead 2) the city's return address for outer envelope (this ensures a high "open-rate") 3) the name, title and signature sample of the designated solicitation signor and 4) the appropriate zip codes of the city to allow USP to purchase a mailing list of the residents.

### Why does the city have to provide a city seal, address and signature?

We have found that while the letter is written in such a manner as to leave no doubt that it is a USP program (the USP logo is on the enrollment form), the city address drives a very high "open-rate" and the city seal and signature lend credibility to the offer, thus driving a much higher enrollment rate.



## Will we get a lot of calls from citizens when they get the letter?

A press release provided by USP and issued prior to the first mailing will help alleviate citizen concerns, which should result in nominal calls to city hall.

## PRODUCTS

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### How will citizens know what is covered?

All customers receive a set of terms and conditions upon enrollment in a utility warranty program. They have 30 days from the date of enrollment to cancel and receive a full refund.

### What items are included as part of the water line warranty?

The external water warranty covers the underground service line from the point of connection to the city main line to the water meter. It also covers the underground service line between the water meter and the exterior foundation of the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

### What items are included as part of the sewer line warranty?

The external sewer line warranty covers the underground service line from the point of connection to the city main line to the point of entry to the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$4,000 for public street cutting, if necessary

### The Coverage Cap looks adequate but is there an annual or lifetime restriction on how much you will pay to repair?

No. Unlike some other warranties available, we provide you with the full coverage per incident. We will pay up to your coverage amount each and every time you need us. We do not deduct prior repair expense from your coverage cap or limit the amount we will pay annually.

### Doesn't Homeowner's Insurance cover this type of repair?

Typically, no. Most homeowner policies will pay to repair the damage created by failed utility lines but they generally do not pay to repair the actual broken pipes or lines. We encourage you to call your insurance company to determine your actual coverage.

## Is soil movement due to ground shifting covered?

Yes, ground shifting is one of the major causes for water line breaks. If the line is broken and leaking, the repair is covered under the warranty.

## Who replaces landscaping if damaged?

USP will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces. This is outlined in the terms & conditions sent to the customer.

## What building codes will you adhere to?

If the line is broken and leaking, USP will repair or replace the leaking portion of the line according to the current code. However, USP is not responsible for bringing working lines up to code that are not in need of repair.

## CUSTOMER SERVICE

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### Will a citizen have a long hold time when reporting a claim?

No. Repair calls receive the highest priority and are answered 24/7. Repair calls are connected to a live agent through a voice recognition unit (VRU).

### Will the customer always get a live operator when they call?

Yes. Customers are directed to select to speak with either a service or claims agent and will then be directed to a live Agent.

### What is the claims process?

Program participants call a toll-free USP number to file a claim. USP selects the contractor, who is required to contact the customer within one hour of receiving the job to schedule a time to begin the repairs. Typically, repairs are completed within 24 hours. Emergencies receive priority handling.

## CONTRACTORS

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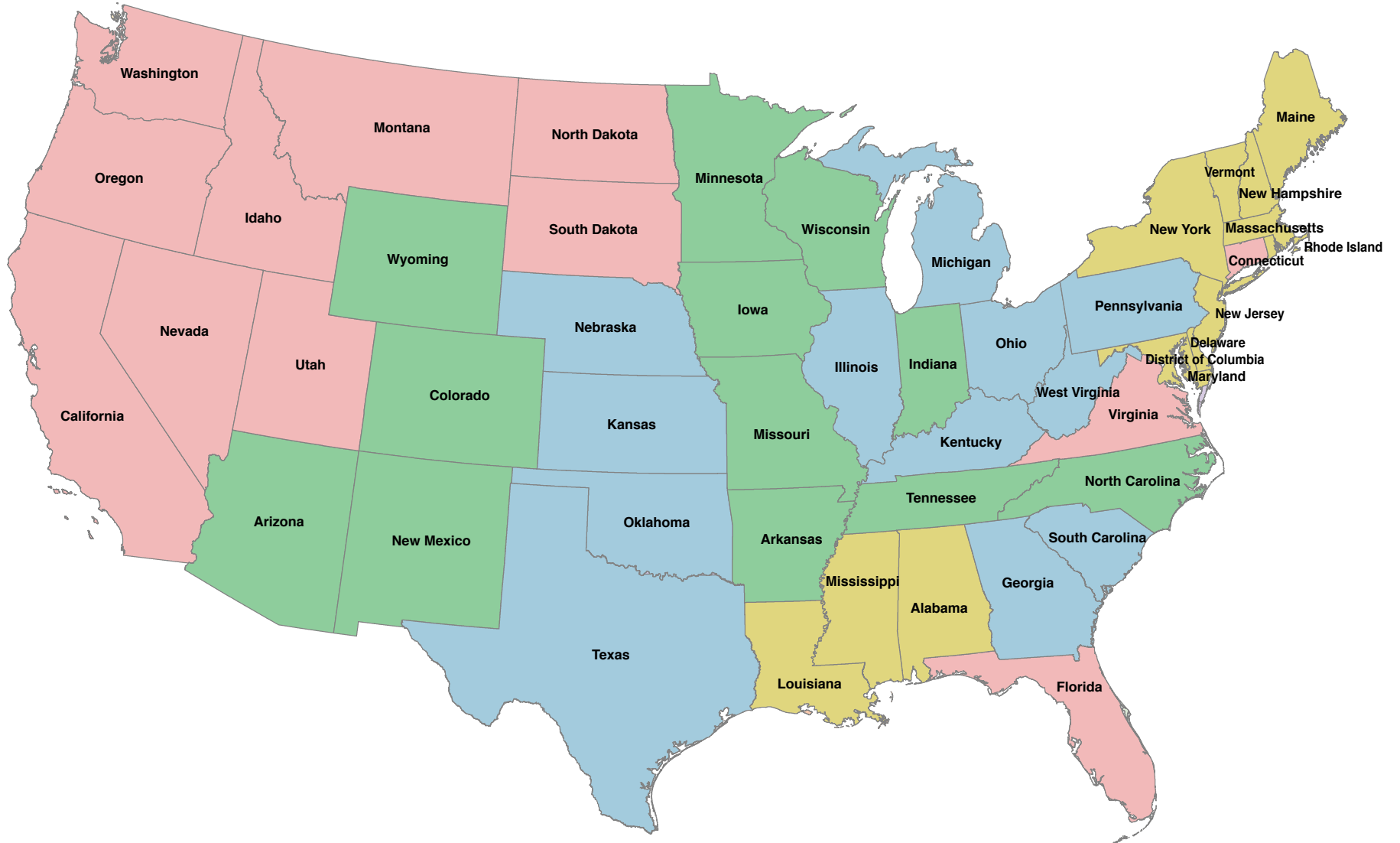
### Who performs the repair work?

USP retains *local*, professional plumbers to perform all the service line repair work.

### How selective are you when choosing contractors to conduct repairs?

USP only selects contractors who share our commitment to excellence in customer service. Scorecards are maintained for each contractor, tracking the customer satisfaction rating for work performed. Customer feedback is shared with our contractors and any contractor with a low customer satisfaction rating is removed from the network.

# National Roll-Out Schedule



NLC SERVICE LINE WARRANTY PROGRAM

# Overview

NATIONAL  
LEAGUE  
of CITIES



*Building Peace of Mind, One Community at a Time*

NATIONAL  
LEAGUE  
of CITIES



# NLC SERVICE LINE WARRANTY PROGRAM

## *Building Peace of Mind, One Community at a Time*

### EXPENSIVE LINE FAILURES SOLUTION

The NLC Service Line Warranty Program, administered by Utility Service Partners, helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. This program is offered at *no cost* to the city.

### REPAIR SAVINGS

Residents who have not set aside money to pay for an unexpected, expensive utility line repair, now have an opportunity to obtain a low cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, *local* plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year.

### IMPLEMENTATION

Once your city has approved participation in the program, start up is simple. The program is designed for a quick launch, taking up little of your city employee's valuable time.

1. Execute the simple, one page contract provided by USP.
2. Approve the recommended Press Release (this is designed as a general notice to reduce resident confusion and calls to the city with questions).
3. Approve the Campaign Letter provided by the USP Marketing team.
4. Access monthly reports via the web.

### BENEFITS

- NO COST for the city to participate
- Generates revenue for your city
- Affordable rates for residents
- 24/7 Customer Service
- Service from trusted, local contractors
- Peace of mind for your residents
- Reduces local officials' frustration
- Easy implementation
- Fewer citizen complaints
- All repairs performed to *local* code

### MORE INFORMATION

To learn more about this program, visit NLC's website at [www.nlc.org/enterpriseprograms](http://www.nlc.org/enterpriseprograms) or contact Denise Belser, Program Director, at [belser@nlc.org](mailto:belser@nlc.org) or (202) 626-3028.

## *Building Peace of Mind, One Community at a Time.*

This program is administered by Utility Service Partners (USP). USP is solely responsible for the implementation and operation of the program.



# NLC Service Line Warranty Program



*Building Peace of Mind, One Community at a Time*

# Who Is USP



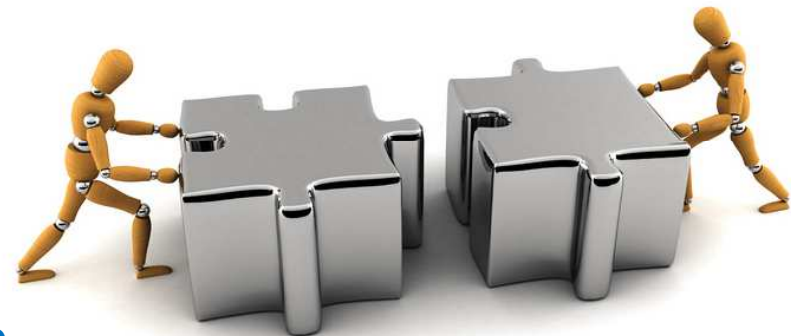
- **Headquartered in Canonsburg, PA,** Utility Service Partners, Inc. (USP) is one of the largest independent providers of service line warranties in North America with a portfolio of over 400,000 products in the U.S.
- **USP is a portfolio company** of Macquarie Capital, part of Macquarie Group Limited, one of the world's largest owners and managers of utility and infrastructure assets with over \$300 billion in assets under management worldwide
- **USP is proud to have been selected as an NLC Enterprise Programs Partner**



# USP Qualifications



- **USP was formed in September 2003** to purchase Columbia Service Partners from Columbia Energy
- **USP has pioneered partnerships** with city/municipal governments and utilities to provide utility line warranties to their customers
- **USP's management team has a deep** rooted understanding of brand management, customer service, and relationship management having developed the utility service line warranty program at CNG in the mid-1990s



# NLC Service Line Warranty Program Products



## External water line and sewer line warranties

- Provide repairs on broken or leaking outside water or sewer lines typically not covered by homeowners insurance
- No restrictions on the number of repairs performed— full benefit of coverage provided on every repair
- Low monthly cost – NO deductibles or service fees





# Benefits to City



**NLC Service Line Warranty Program** provides your constituents with a value-added program to address sewer and water line problems that are not the responsibility of city

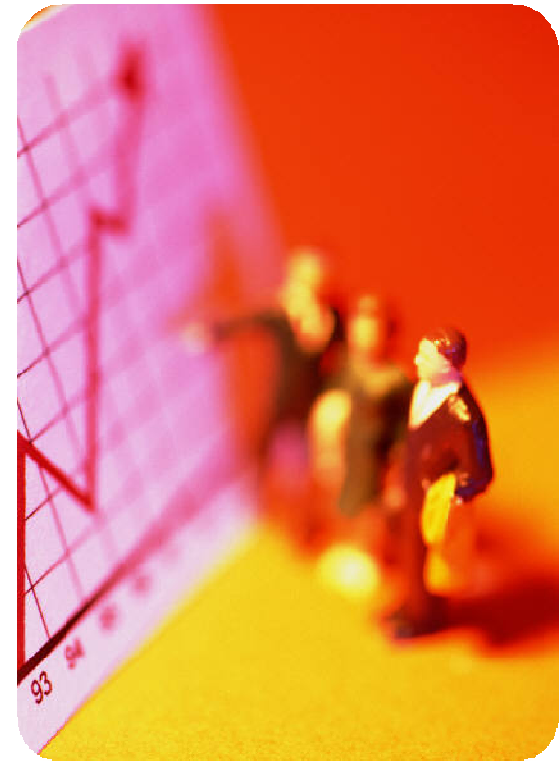
- Peace of mind for your residents
- Fewer citizen complaints
- Affordable rates for residents
- All repairs performed to local code



# Benefits to City



- Service from trusted contractors
- 24/7 customer service
- NO COST for the city to participate
- Easy implementation
- Generates revenue for your city



# Benefits to Citizen



- **Cost-Effective** – Eliminates potentially high financial hardship/burden on citizens
- **Peace of Mind** – Easy access to repair hotline dispatchers 24/7, year round
- **Convenient** – No need to examine contractors and bids; only local, certified repair professionals dispatched
- **Service Satisfaction** – Over 9 out of 10 customers would recommend us to a friend or relative



# What Citizens Are Saying...



- "I recently had a huge problem with my sewer line and I cannot begin to express how helpful it was to have this coverage. It gets increasingly difficult to keep up with repairs. Having the warranty made it easy."

*– Marsha B., New Brighton, PA*

- "After my recent home fire, it was very comforting to contact SLW and be told that my line would be immediately repaired. The fast service was truly appreciated, and I highly recommend your service - I have already recommended SLW to all my family and friends."

*– James H., Charleston, WV*



# What Citizens Are Saying...



"I want to thank you for the wonderful, professional job that you did to repair my water line. I want to tell everyone about it and tell them to call you and sign-up! Thank you and I will be your customer for as long as I live."

*– Linda P., Ringgold, GA*



# Program Testimonial



## A PARTNERSHIP WITH BECKLEY, WEST VIRGINIA

### ■ *On USP's turnkey solution:*

"Working with USP is really easy. They take care of everything — marketing, billing, and customer service. All we had to do was review and approve the letter to customers."

### ■ *First campaign results:*

"We were delighted with the response from our citizens...providing a service to our residents which helps them avoid costly repairs, that's something they really appreciate."

– *Beckley Mayor Emmett Pugh*



# NLC Service Line Warranty Program



## Contact Information:

Brad Carmichael  
Business Development  
Utility Service Partners  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Telephone 724-749-1003  
Email: [BCarmichael@UtilitySp.net](mailto:BCarmichael@UtilitySp.net)



To strengthen  
and promote  
cities as centers  
of opportunity,  
leadership, and  
governance.



National League of Cities

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www.nlc.org

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Executive Director  
Donald J. Borut

Dear City Official:

The National League of Cities (NLC) is pleased to partner with Utility Service Partners, Inc. (USP) in offering the NLC Service Line Warranty Program. Our Service Line Warranty Program is an affordable home protection solution for your residents to help them deal with the financial burden of unanticipated utility line repair and replacement costs that are not the city's responsibility to repair. Some additional program benefits are:

- No cost for cities to participate
- Affordable rates for residents
- Repairs made by trusted local contractors
- Reduces local officials' frustration
- Increases citizen satisfaction

We selected this program because of two outstanding features. First, by endorsing the NLC Service Line Warranty Program, the city generates extra revenue. USP will pay the city a royalty on every dollar collected. The Program generates an on-going, sustainable source of revenue for the city. Second, the program helps stimulate the local economy. USP uses local contractors to complete the repairs, which helps keep money in the local economy.

Some other things to consider in evaluating our Service Line Warranty Program are: 1) USP pays for the repairs, not your residents, 2) all repairs are performed to local code, 3) customers are provided with a 24/7 customer service repair hotline, and 4) USP is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs.

The Warranty Program came to the attention of the NLC through a grass roots effort that began in West Virginia, Illinois, Oklahoma and Texas. Participating cities have been delighted with the program and eagerly endorsed it to the NLC.

When you participate in an NLC-endorsed program, you have the satisfaction of knowing that the NLC staff is working with the service provider to offer superior service. We are here to help cities participate in the program and make sure the program works for you. I strongly encourage you to consider NLC for *solutions, service and savings*.

For more information about the NLC Service Line Warranty Program, contact Denise Belser, NLC Program Director, at [belser@nlc.org](mailto:belser@nlc.org) or (202) 626-3028. I also invite you to visit the Enterprise Programs section of NLC's website at [www.nlc.org](http://www.nlc.org).

Sincerely,

Donald J. Borut  
Executive Director

Post Presidents: John DeStefano, Jr., Mayor, New Haven, Connecticut • Brian J. O'Neill, Councilman, Philadelphia, Pennsylvania • Directors: Ulysses Z. Addison, Jr., Councilmember, Baton Rouge, Louisiana • David Baker, Mayor, Kenmore, Washington • Geoffrey C. Beckwith, Executive Director, Massachusetts Municipal Association • M. Margaret Bales, Commissioner, Lauderdale, Florida • Charles A. Blango, Alderman, New Haven, Connecticut • William G. "Bill" Brooks, Mayor, Belle Isle, Florida • Kenneth H. Bullock, Executive Director, Utah League of Cities and Towns • Jim Byard, Jr., Mayor, Prattville, Alabama • Gary W. Campbell, City Director/Vice Mayor, Fort Smith, Arkansas • Sheri Capehart, Councilmember, Arlington, Texas • Nancy G. Carler, Council Member, Charlotte, North Carolina • Brad Cole, Mayor, Carbondale, Illinois • Sandra Colvin-Roy, Council Member, Minneapolis, Minnesota • John F. Cook, Mayor, El Paso, Texas • Mildred C. Crump, Council President, Newark, New Jersey • Joe Davis, Sr., Alderman, Milwaukee, Wisconsin • Gretchen Driskell, Mayor, Safford, Michigan • Larry G. Frang, Executive Director, Illinois Municipal League • Dan Furlado, Councilmember, Campbell, California • John A. Garner, Jr., Executive Director, Pennsylvania League of Cities and Municipalities • Paul M. Gresham, Councilmember, Centerville, Ohio • Miriam Hair, Executive Director, Municipal Association of South Carolina • Rap Hankins, Council Member, Trolwood, Ohio • Terry B. Henderson, Mayor Pro Tem, La Quinta, California • Edna Branch Jackson, Mayor Pro Tem/Alderman at-Large, Savannah, Georgia • Dennis Kavanaugh, Councilmember, Mesa, Arizona • Greg Lemke, Council Member, Moorhead, Minnesota • George Lewis, Executive Director, Mississippi Municipal League • Myron Lowery, Council Member, Memphis, Tennessee • Michael McCauley, Executive Director, League of Oregon Cities • James F. Miller, Executive Director, League of Minnesota Cities • Mark Mitchell, Councilmember, Tempe, Arizona • Garret L. Nancolas, Mayor, Caldwell, Idaho • Ron Nalinsky, Councilmember, Dallas, Texas • Laura W. Padgett, Councilmember, Wilmington, North Carolina • Randall W. B. Purvis, Council Member, Colorado Springs, Colorado • Ed P. Reyes, Councilmember, Los Angeles, California • Gene Schuler, Alderman, Chicago, Illinois • John Spring, Mayor, Quincy, Illinois • Sharyn T. Tallman, Councilor, Parkersburg, West Virginia





**For Immediate Release**

November 10, 2010

**Contact:**

Utility Service Partners  
Brad Carmichael  
724-749-1003  
bcarmichael@utilitysp.net

National League of Cities  
Gregory Minchak  
202-626-3003  
Minchak@nlc.org

**National League of Cities Teams with Utility Service Partners  
Will Offer Utility Service Line Warranties to City Residents Across the Nation**

Canonsburg, PA - Utility Service Partners, Inc. ("USP") and the National League of Cities ("NLC") announce the creation of the NLC Service Line Warranty Program to assist cities in providing their residents with protection against the high cost of broken or leaking utility lines.

The NLC Service Line Warranty Program will provide affordable utility service line warranties to homeowners covering expensive repairs to external water and sewer lines on homeowners' property. The program offers 24 hour/7 day a week utility service line protection.

"We believe that the NLC Service Line Warranty Program provides a unique service to cities and their residents, combining an efficient solution for homeowners while providing a source of additional income for cities. USP has a strong, proven track record of customer satisfaction and we are delighted to be working with them", added Donald J. Borut, Executive Director of the National League of Cities.

The NLC program, which will be offered to cities in the 48 contiguous states, will be rolled out over an 18-month period in six-month intervals.

"We are delighted to be working with the National League of Cities, which builds on the track record USP has developed of successfully managing warranty programs for cities and utilities. We look forward to partnering with cities across the United States" said Phil Riley, the President and CEO of USP.

Cities interested in participating in the NLC Service Line Warranty Program should contact Brad Carmichael, Vice President of Business Development at Utility Service Partners, [partnerships@utilitysp.net](mailto:partnerships@utilitysp.net) or (866) 974-4801. Further information is available at [www.utilitysp.net/nlc](http://www.utilitysp.net/nlc) and [www.nlc.org/enterpriseprograms](http://www.nlc.org/enterpriseprograms).

## About Utility Service Partners

Headquartered in Canonsburg, Pennsylvania, Utility Service Partners, Inc. is a leading independent provider of service line warranties and water heater rentals in the United States. USP is a portfolio company of Macquarie Capital, part of Macquarie Group Limited, one of the world's largest owners and managers of infrastructure assets and a manager of over \$36 billion in infrastructure equity around the world.

## About the National League of Cities

The National League of Cities is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

January 4, 2011

Tom Barrett, Mayor  
City of Milwaukee  
200 E. Wells Street  
City Hall Room 201  
Milwaukee, WI 53202

**RE: Marketing Agreement with Utility Service Partners Private Label,  
Inc. d/b/a Service Line Warranties of America (“SLWA”)**

Dear Mayor Barrett:

We have discussed entering into a marketing agreement between the City of Milwaukee “Milwaukee” and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA’s understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to Milwaukee, Milwaukee has agreed to cooperate with SLWA in marketing SLWA’s services to Milwaukee’s residents and homeowners (the “Residents”) as described below:

1. Milwaukee hereby grants to each of SLWA a non-exclusive license to use Milwaukee’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’ sole cost and expense and subject to Milwaukee’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.

2. As consideration for such license, SLWA will be jointly and severally liable to pay to Milwaukee, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the “License Fee”), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. Milwaukee will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA’ books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.

3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. Milwaukee may terminate this marketing agreement 30 days after giving notice to SLWA that one or both of them are in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the Milwaukee for the calendar year in which this marketing

agreement is terminated after which time, except for SLWA' obligation to permit Milwaukee to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall, jointly and severally, indemnify, hold harmless, and defend Milwaukee, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of either of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If Milwaukee agrees that the foregoing fully and accurately describes the agreement between Milwaukee and SLWA, please arrange to have a duly authorized representative of Milwaukee execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact me.

Very truly yours,

**Utility Service Partners Private Label, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged and Agreed:**

Milwaukee hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between Milwaukee and SLWA as of the date of this acknowledgement.

**City of Milwaukee:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





Legislation Details (With Text)

**File #:** 091514      **Version:** 0

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

**File created:** 3/2/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution declaring the City-owned parking lot at 2353 North Farwell Avenue surplus to municipal needs and authorizing an Option to Purchase with Mercy Housing Lakefront, Inc. to purchase and develop the property with workforce housing, in the 3rd Aldermanic District.

**Sponsors:** ALD. KOVAC

**Indexes:** CITY PROPERTY, HOUSING, PARKING LOTS, PROPERTY SALES

**Attachments:** City Plan Commission Letter, Revised Land Disposition Report, Land Disposition Report, Second Letter from the Historic WaterTower Neighborhood in Opposition, Letter from Historic Water Tower Neighborhood to Ald Kovac letter re Mercy Housing, Revised Fiscal Impact Statement, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/2/2010	0	COMMON COUNCIL	ASSIGNED TO		
3/4/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
3/4/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/4/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/4/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
3/9/2010	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091514

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. KOVAC

**Title**

Resolution declaring the City-owned parking lot at 2353 North Farwell Avenue surplus to municipal needs and authorizing an Option to Purchase with Mercy Housing Lakefront, Inc. to purchase and develop the property with workforce housing, in the 3rd Aldermanic District.

**Analysis**

This resolution authorizes the sale of City-owned Development Property according to the conditions in a Land Disposition Report pursuant to Section 304-49-7, Milwaukee Code of Ordinances.

**Body**

Whereas, Mercy Housing Lakefront, Inc. desires to develop affordable workforce housing in the vicinity Columbia St. Mary's Hospital and has submitted an unsolicited offer to purchase for the City-owned parking lot at 2353 North Farwell Avenue for assemblage and development with the adjacent property; and

Whereas, Mercy Housing Lakefront, Inc. will create a limited liability company to take title to the properties and develop the project as summarized in a Land Disposition Report, a copy of which is attached to this Common Council File; and

Whereas, Development of workforce housing in the area will replace an underutilized City parking lot with a taxable investment that will complement recent neighborhood developments, including the new Columbia St. Mary's Hospital and Prospect Medical Commons; and

Whereas, Section 304-49-7 of the Milwaukee Code of Ordinances allows the City to accept unsolicited offers to purchase property when the City receives fair compensation, whether monetary or non-monetary; and

Whereas, The Department of City Development ("DCD") has reviewed the offer and the development proposal and has determined that the proposal represents fair compensation to the City in terms of the purchase price, investment in the neighborhood and provision of affordable housing; and

Whereas, The City Plan Commission has determined that said parking lot is surplus to municipal needs; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City-owned parking lot at 2353 North Farwell Avenue is declared surplus to municipal needs and that the development proposal of Mercy Housing Lakefront, Inc. is accepted; and, be it

Further Resolved, That the Commissioner of DCD, or designee, is authorized to close the transaction according to the terms of the Land Disposition Report and upon DCD approval of final construction plans and submission of firm financing; and, be it

Further Resolved, That Commissioner of DCD, or designee, is authorized to execute the offer, deed and all needed closing documents, including any needed easements and/or releases of deed restrictions; and, be it

Further Resolved, That the sale proceeds, less sale expenses and a 30 percent disposition cost reimbursement to the Redevelopment Authority of the City of Milwaukee, shall be



credited to the Parking Fund.

**Drafter**

DCD:EMM:bmm

03/02/10/A

December 7, 2010

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

Dear Committee Members:

File No. 091514 declares the City-owned parking lot at 2353 North Farwell Avenue surplus to municipal needs and authorizing an Option to Purchase with Mercy Housing Lakefront, Inc. to purchase and develop the property with workforce housing, in the 3rd Aldermanic District.

This file authorizes the sale of City-owned Development Property according to the conditions in a Land Disposition Report pursuant to Section 304-49-7, Milwaukee Code of files.

Since there is no municipal need for these properties, the City Plan Commission at its regular meeting on December 6, 2010, recommended approval of the subject file.

Sincerely,

Rocky Marcoux  
Executive Secretary  
City Plan Commission of Milwaukee

cc: Bunkie Miller, Real Estate



## BUYER

Mercy Housing Lakefront, Inc., a non-profit corporation that develops affordable and supportive housing. Mercy's efforts were focused in Chicago until 2009 when it began development of Johnston Center Residences, a 92-unit supportive housing effort at the City's former Johnston Health Clinic at 1230 West Grant Street that opened in November 2010. Mercy's housing facilities often provide on-site supportive services, which include employment training programs, computer literacy classes, adult education, leadership development and children's after-school activities.

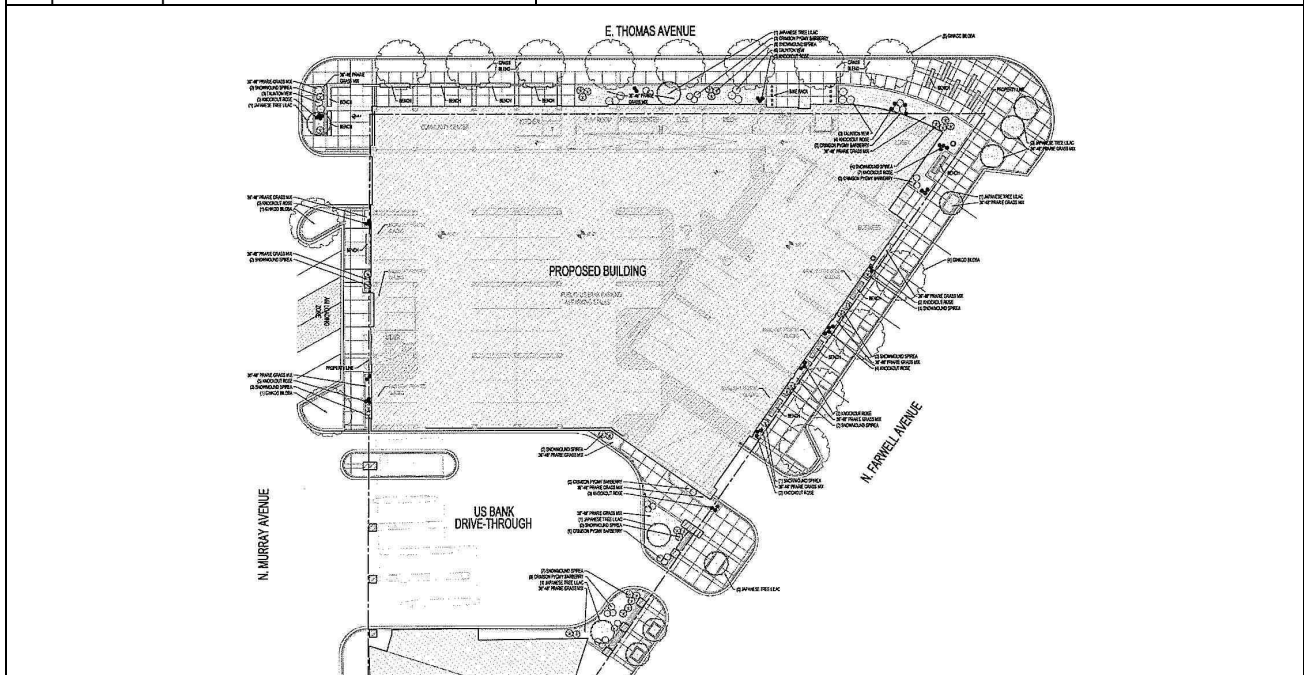
Mercy Housing Lakefront is affiliated with the nationwide Mercy Housing and the Daughters of Charity religious order that operates Columbia St. Mary's Hospital and the national Mercy Housing. Overall, Mercy has developed over \$1.9 billion in real estate and has over 15,000 housing units in development or constructed. Cindy Holler is president Mercy Housing Lakefront.

## PROJECT DESCRIPTION

Construction of Greenwich Park Apartments, 54 units of affordable workforce housing targeted toward employees of Columbia St. Mary's and other area employers. The units will be a mix of one, two and three-bedroom units. The building will be five stories and will incorporate a community room, common space for residents and 109 enclosed parking spaces for use by the residents, US Bank employees and customers, and the public. The buyer has incorporated many sustainable elements including roof plantings and expects to pursue LEED certification.



Conceptual aerial view – looking NE from North Avenue



Mercy's original proposal for 83 housing units was modified based on neighborhood meetings and input from the Business Improvement District. In addition to reducing units and building height, Mercy added 15 enclosed parking spaces that will be available to the public on an hourly basis and 13 new metered street spaces. Design modifications were also made at the BID's suggestion to meet the design guidelines of the proposed East Side Overlay District.



Estimated construction costs are approximately \$8.4.7 million with EBE participation projected to be 20%. The project will be financed in part through federal housing tax credits from the Wisconsin Housing and Economic Development Authority (WHEDA). Tax credit applications are due to WHEDA on February 4, 2011 and the buyer needs to demonstrate site control for its application. Additional funding will be provided through conventional financing.

**OPTION TERMS AND CONDITIONS**

The purchase price will be \$150,000. Although Mercy had initial offered to purchase the property for \$425,000, a price adjustment was required because of the provision of replacement public parking and design modifications to meet requests of the BID. The property will be conveyed an "as is" basis and the deed will include a restriction prohibiting tax-exempt status. The City has provided the buyer with a Historic Land Use Investigation prepared by City staff and will provide an independent Phase I Environmental Site Assessment upon request. A \$3,750 Option Fee will be required upon Common Council approval and will be credited toward the purchase price if the sale closes on or before December 31, 2011. Sale proceeds, less sale expenses and a 30% fee to the Redevelopment Authority, will be deposited in the Parking Fund.

The base option period is until December 31, 2011. The Commissioner of DCD may extend the option for up to three six-month periods based upon buyer submission of a \$500 non-refundable renewal fee and satisfactory progress report on buyer's efforts to obtain financing and final building plans.

City closing contingencies include DCD approval of final construction plans, evidence of firm financing, purchase of part of the US Bank lot as evidenced by a recorded deed, negotiation and execution of a Purchase and Sale Agreement that may contain reversion of title provisions for non performance and submission of a \$10,000 performance deposit to be held until satisfactory completion of the project. The final building plans must be consistent with preliminary plans the buyer submitted to obtain the Option to Purchase and conform to Detailed Planned Development zoning.

# LAND DISPOSITION REPORT COMMON COUNCIL OF THE CITY OF MILWAUKEE

**DATE**  
March 9, 2010

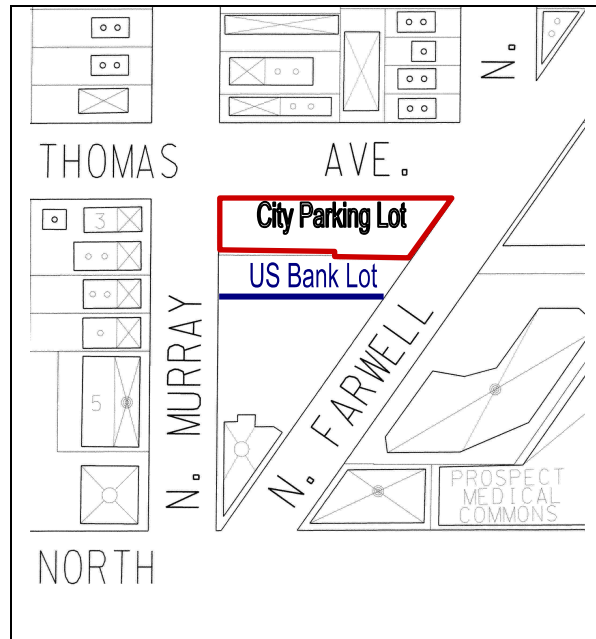
**RESPONSIBLE STAFF**  
Elaine Miller, Real Estate Manager

## PARCEL ADDRESS & DESCRIPTION

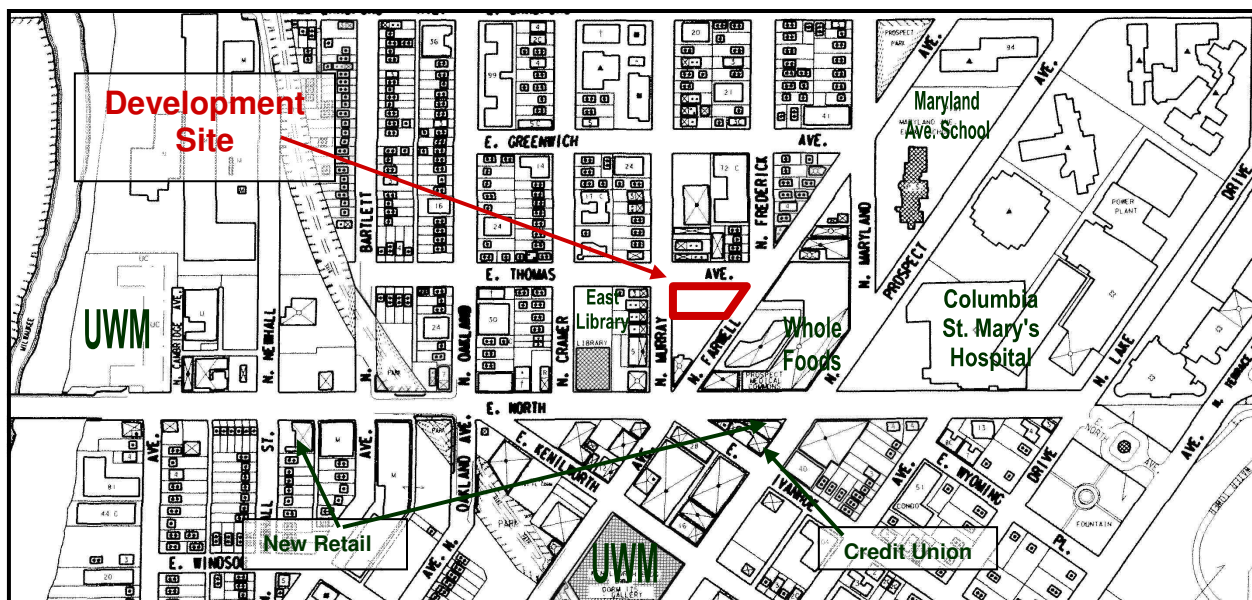
2353 North Farwell Avenue:  
A City parking lot containing approximately 13,394 SF. The lot is slightly irregular with approximately 77 feet along Farwell, 60 feet on Murray and 247 feet on Thomas. The lot has 46 parking spaces of which 10 spaces are leased to US Bank.

The lot will be combined with a portion of the US Bank parking lot to create a development site containing approximately 25,200 SF. Because of the land assemblage, the site was not marketed. Certified survey maps may be required to divided and combine the property.

In July 2000, the Common Council authorized marketing of this parking lot along with a portion of the East Library lot. The action did not require replacement of the public parking. Although a Request for Proposal was published, DCD did not recommend proceeding with sale at that time.



The lot is in the East Side Business Improvement District and was identified for future development in the Northeast Side Area Plan. The North Avenue commercial corridor has seen several recent developments including construction of the new Columbia St. Mary's Hospital, Prospect Medical Commons/Whole Foods, Educators Credit Union, new retail shops and UWM dorms (Kenilworth Building and former Hometown Oil).



**BUYER**

Mercy Housing Lakefront, Inc., a non-profit corporation that develops affordable and supportive housing. Mercy's efforts were focused in Chicago until 2009 when it began development of Johnston Center Residences, a 92-unit supportive housing effort at the City's former Johnston Health Clinic at 1230 West Grant Street. Mercy's housing facilities often provide on-site supportive services, which include employment training programs, computer literacy classes, adult education, leadership development and children's after-school activities.

Mercy Housing Lakefront is affiliated with the nationwide Mercy Housing and the Daughters of Charity religious order that operates Columbia St. Mary's Hospital and the national Mercy Housing. Overall, Mercy has developed over \$1.9 billion in real estate and has over 15,000 housing units in development or constructed. Cindy Holler is president Mercy Housing Lakefront.

**PROJECT DESCRIPTION**

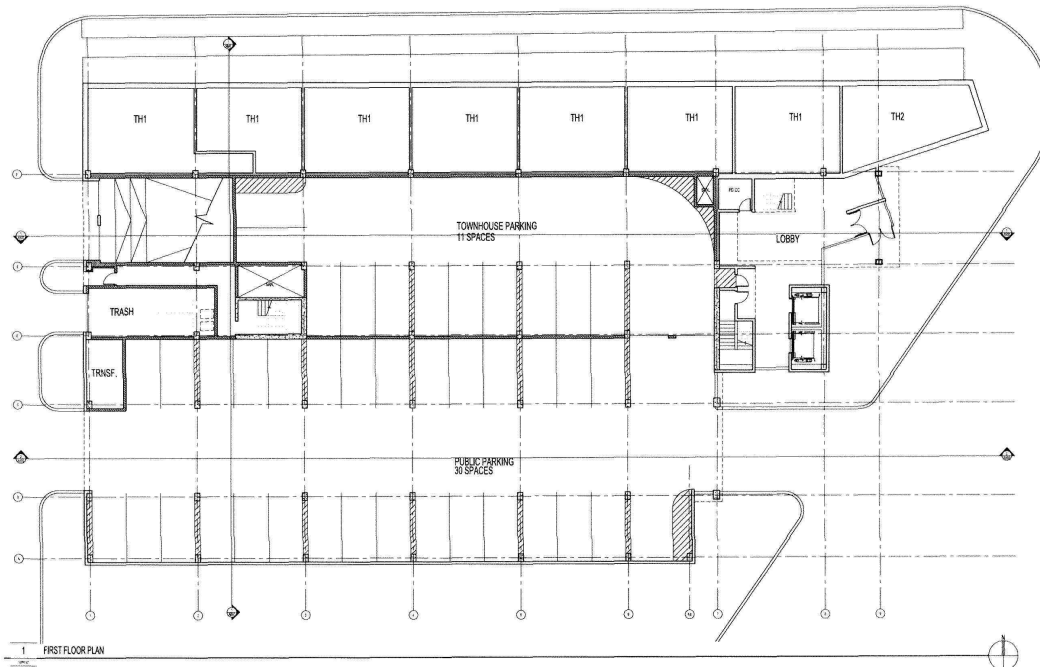
Construction of 83 units of affordable workforce housing. The building will contain 75 apartments, eight townhouses, 85 garage spaces for residents and 30 garage spaces for US Bank and public use. The units will be a mix of one, two and three-bedroom units. Estimated construction costs are approximately \$12.7 million with EBE participation projected to be 25%. The buyer expects to pursue LEED certification.



Conceptual rendering along Thomas



Conceptual rendering looking NW on Farwell



Preliminary Site Plan

The project will be financed in part through federal housing tax credits from the Wisconsin Housing and Economic Development Authority (WHEDA). Tax credit applications are due to WHEDA on March 26, 2010 and the buyer needs to demonstrate site control for its application. Additional funding will be provided through conventional financing.

**OPTION TERMS AND CONDITIONS**

The purchase price will be \$425,000 or slightly more than \$30/SF and conveyance will be on an "as is" basis. The City has provided the buyer with a Historic Land Use Investigation prepared by City staff and will provide an independent Phase I Environmental Site Assessment upon request. A \$4,500 Option Fee will be required upon Common Council approval and will be credited toward the purchase price if the sale closes on or before December 31, 2010. Sale proceeds, less sale expenses and a 30% fee to the Redevelopment Authority, will be deposited in the Parking Fund.

The total option period is two years so as to allow multiple applications for WHEDA tax credits. The initial term will extend until December 31, 2010. The Commissioner of DCD may extend the option for up to three six-month periods based upon buyer submission of a \$500 non-refundable renewal fee and satisfactory progress report on buyer's efforts to obtain financing and final building plans. If the buyer fails to make any required submissions to WHEDA, the option may be cancelled immediately by the Commissioner.

City closing contingencies include DCD approval of final construction plans, evidence of firm financing, purchase of part of the US Bank lot as evidenced by a recorded deed, negotiation and execution of a Purchase and Sale Agreement that may contain reversion of title provisions for non performance and submission of a \$10,000 performance deposit to be held until satisfactory completion of the project. The final building plans must be consistent with preliminary plans the buyer submitted to obtain the Option to Purchase and conform to Detailed Planned Development zoning.





# Historic Water Tower Neighborhood

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December 2, 2010

Re: Mercy Housing Project

Alderman Kovac,

I am writing on behalf of Historic Water Tower Neighborhood. HWTN's Board of Trustees approved a motion, at our June 2010 meeting, to oppose the Mercy Housing project on the grounds that the project is not consistent with the City of Milwaukee's very recently adopted Northeast Side Area Plan.

Specifically, the development goes against several important parts of the plan, including the plan's

- Vision of a boutique hotel or condos for the proposed project's site, not rental housing.
- Calls for any new development to provide commercial-to-residential transitions where possible, for example: form-based transitions such as houses or **small scale buildings used for commercial purposes (such as Paddy's Pub, Murray Hill Pottery Works, Cory the Bike Fixer in Greenwich Village)**; use of transitions such as multi-family sandwiched between single-family residential and commercial; or **scaling transitions such as a gradual stepping up in height from residential to commercial districts.**
- Goal of improving overall neighborhood stability by increasing owner-occupied housing and absentee landlord accountability.

Mercy Housing has responded to some concerns of stakeholders in the area, much to their credit. At this point, it is not the developer; it's the project that is of concern. Despite some improvements to the plan, we believe that the city should not sell the land to Mercy Housing or approve the requested zoning. Area residents would be well served by the city seeking, and waiting if necessary for, a more suitable project for this site.

We respectfully ask you to oppose the rezoning and land sale requests and to work for their defeat.

Thank you,  
Dawn McCarthy  
Secretary, President-elect  
Historic Water Tower Neighborhood



# Historic Water Tower Neighborhood

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March 5, 2010

Re: Common Council File #091458 - Mercy Housing Detailed Plan Development Zoning Change  
Common Council File #091514 - 2353 N. Farwell - Land Sale

Alderman Nik Kovac  
200 E. Wells St.  
Milwaukee, WI 53202

Dear Ald. Kovac:

We are writing to inform you that the Historic Water Tower Neighborhood (HWTN) unanimously passed, with one abstention (and as president, I also do not vote), a motion this week expressing our concerns regarding the speed and lack of public disclosure and input related to the proposed sale of public land and re-zoning for the Mercy Housing project (between Murray, Thomas and North Avenues).

HWTN shares other neighborhood groups' strong interest in having time to consider and have input into the mass, height and aesthetic of any structure on this site, and the impact that the increased traffic and loss of parking will have in our neighborhoods. Some also have questions about any city support for additional new housing on the East Side in light of rampant vacancies and foreclosures. We had hoped these issues might be addressed in public forums and discussions with the developers and city officials well before the City officially considered any sale of public land or rezoning.

Despite hearing at our February 3 meeting that this project was on hold, we learned this week that it has suddenly been scheduled for numerous votes, and that the City plans to formally consider selling public land, before it approves zoning changes. We are concerned that these actions are scheduled for Committee approval even before any public meetings, discussions and input occurs. We believe this process is contrary to established protocol and does not take into account the opinions and needs of property taxpayers in the area.

We respectfully request your assistance in assuring HWTN and our neighbors that this project will honor established procedure and allow the opportunity for significant public input before proceeding. If the process is allowed to move too quickly, the developers and the City will not have time to adjust the proposal to accommodate neighborhood ideas and needs.

HWTN Letter Regarding Mercy Housing Proposal  
Page Two  
March 5, 2010

Thank you for your assistance.

Sincerely,

*Jeff Bentoff*

Jeff Bentoff  
President

c: Public Works Committee  
Zoning, Neighborhood & Development Committee  
City Plan Commission  
Rocky Marcoux, Commissioner, Department of City Development  
Vanessa Koster, City Planning Manager, Department of City Development  
Mayor Tom Barrett  
Greenwich Village Association

**From:** Russell Borkin <[rlborkin@gmail.com](mailto:rlborkin@gmail.com)>  
**Date:** Wed, Oct 13, 2010 at 9:33 AM  
**Subject:** Mercy Housing Greenwich Park Apartments  
**To:** [nkovac@milwaukee.gov](mailto:nkovac@milwaukee.gov)

Dear Alderman Kovac,

This is to express my support for the Mercy Housing Greenwich Park Apartments development. I as well as other East Side residents believe it will satisfy a need for affordable housing in the area.

I hope that you support this important housing development.

Sincerely,

Russell Borkin  
2010 E. Windsor Place Unit A  
Milwaukee, WI 53202

From: tomnjudy@mail.milwpc.com  
To: nkovac@milwaukee.gov  
CC: rdepue@aol.com  
Sent: 10/13/2010 1:18:09 P.M. Central Daylight Time  
Subj: Housing

Dear Alderman Kovac,

I have just read about the proposal for the Mercy Housing Greenwich Park Apartment complex to be located between Farwell Ave. and Murray St. just north of North Avenue.

As a resident of the east side who resides in your district, I am writing to express my support for the project. There is a great need in the metropolitan Milwaukee area for affordable housing, and I feel this project could set a wonderful example for the area, in addition to serving the immediate local needs. I hope that the project will be approved by the Common Council.

Sincerely,  
Judy Christofferson  
1016 E. Ogden Avenue  
Milwaukee, WI 53202  
414-319-0727  
October 13, 2010

From: BConnolly@jamescompany.com  
To: nkovac@milwaukee.gov  
CC: RDepue@aol.com  
Sent: 10/7/2010 8:40:53 P.M. Central Daylight Time  
Subj: Greenwich Park Apartmets

Nik,

Lynn and I want to go on record as supportive of the Mercy Housing Greenwich Park Apartments. We have been to the info meetings they have been conducting. It is a good project and housing needed for the kind of folks that might work at St Mary's and other places on the East Side. We urge you to support it. We will be helping to organize other Common Ground leaders in your district to voice their support.

Thanks,

Bob  
Bob Connolly  
The James Company  
1034 E Ogden Ave  
Milwaukee, Wi 53202  
414 272-0101 Office  
414 272-0199 Fax  
414 491-5910 Cell Phone  
[bconnolly@jamescompany.com](mailto:bconnolly@jamescompany.com)

From: bruf@uwm.edu  
To: nkovac@milwaukee.gov  
Sent: 10/12/2010 9:31:30 P.M. Central Daylight Time  
Subj: Mercy project on Farwell and North

I realize, Nik, that there is some Watertower opposition to the Mercy project, so I understand your reluctance to embrace it. Given the flatness of the NE Side's housing market, however, I do hope that it will get a proper airing. Mercy has a lot of experience in Chicago providing low cost housing in proximity to work places. The Columbia St. Mary's project could add to the economic strength of the neighborhood. This doesn't mean that I expect you to surrender your substantial critical faculties where the Mercy proposal (which has already been downsized once) is concerned. Just give it a fair shake and an open discussion.

All best,  
Bruce Fetter

--- On Wed, 10/13/10, james green <[green8477@att.net](mailto:green8477@att.net)> wrote:

From: james green <[green8477@att.net](mailto:green8477@att.net)>  
Subject: MERCY HOUSING PROPOSAL  
To: [nkovac@milwaukee.gov](mailto:nkovac@milwaukee.gov)  
Date: Wednesday, October 13, 2010, 1:19 PM

I have lived in your district for the past 40 years during which I have witnessed and participated in the many changes that have taken place -- even as we have in so many ways remained the same East Side.

I have heard of the proposed housing plan for affordable housing that is being put forward by Mercy Housing. I think that this would be a healthy addition to our neighborhood along with the UWM developments in the area and the expansion of the St. Mary's - Columbia Hospital.

I hope you will give it your full support.

James M. Green  
3258 N. Hackett Ave.  
Milwaukee, WI 53211



From: jjordan8@mac.com

To: nkovac@milwaukee.gov

CC: RDePue@aol.com, michellemooney@sbcglobal.net, hmoseley@wi.rr.com, crablake@sbcglobal.net, mmaierle@hotmail.com, dlyon@mercyhousing.org, lkuklinski@mercyhousing.org

Sent: 10/13/2010 7:08:32 A.M. Central Daylight Time

Subj: Mercy Housing

Nik;

I have attended most of the presentation meetings that Mercy has made with regard to this project and find their latest plan not only workable but desirable.

I appreciate that they were not only bringing a project to our area that is needed, but were flexible and creative in their dealings with a diverse group of concerned citizens.

I do hope that US Bank co-operates with their redesign of the drive through bank lanes as that would be the frosting n the cake.

Jeff Jordan

From: crablake@sbcglobal.net  
To: nkovac@milwaukee.gov  
CC: Rdepue@aol.com  
Sent: 10/12/2010 8:53:25 P.M. Central Daylight Time  
Subj: Mercy Housing

Ald. Kovac,

Janet and I are in support of the proposed Mercy Housing project adjacent to the US Bank on North Ave and Farwell Ave.

Andy Martin

---

From: msrrhm@aol.com  
To: nkovac@milwaukee.gov  
Sent: 11/1/2010 3:22:17 P.M. Central Daylight Time  
Subj: Mercy Housing

Nic--I am a resident (2912 E. Belleview Pl.) near the proposed housing, and I think it is a grand idea! it sounds like an excellent proposal, and I think it should be endorsed. Thank you. Miriam Reading

From: mcullen1@columbia-stmarys.org

To: nkovac@milwaukee.gov

CC: RDePue@aol.com

Sent: 10/11/2010 9:58:43 P.M. Central Daylight Time

Subj: Support of Mercy Housing on East Side by new Columbia-St. Mary's Hospital and US Bank

I am one of the local Daughters of Charity living adjacent to The new Columbia St. Mary's Hospital. I live at 2430 N. Lake Drive and help part time at the hospital. I want to ask you to support this project for a 5 floor affordable apartment/ parking structure consisting of 54 multi family apartments. This project would be leased to people working in the area earning from \$29,880/ year for an individual to \$42,660/year for a family of 4. Rents would be from \$740/month for a studio to \$1,100/month for a 3 bedroom. Projects like this will bring about construction jobs in the near future and then good housing opportunities for lower income individuals and families working in the surrounding neighborhood.

I personally worked with Mercy Housing Inc. on a 49 unit home project for low-income seniors in Mobile Alabama in conjunction with Providence Hospital which is also part of Ascension Health. The State of Alabama HUD housing representative said the end results was the most elegant project when finished of any he had ever worked with. I am sure you and our entire east side neighborhood will be very pleased with the final results in this case.

Your support will be deeply and prayerfully appreciated.

Sr. Mary Elizabeth Cullen, Daughter of Charity

From: jdstartt@sbcglobal.net  
To: rdepue@aol.com  
Sent: 10/15/2010 12:03:07 P.M. Central Daylight Time  
Subj: Fwd: Mercy housing Greenwich Park Apts.

Begin forwarded message:

**From:** STARTT <jdstartt@sbcglobal.net>  
**Date:** October 15, 2010 12:02:21 PM CDT  
**To:** [nkovac@milwaukee.gov](mailto:nkovac@milwaukee.gov)  
**Subject:** Mercy housing Greenwich Park Apts.

Hi Nik,

I live on Prospect, and support the new St. Mary's project. Let me know if you need bodies to attend a support meeting. I will be out of town Oct. 16-25.

Cathy Startt

**From:** Fred Stoltz [mailto:fstoltz@jamescompany.com]  
**Sent:** Thursday, October 07, 2010 8:45 AM  
**To:** 'nkovac@milwaukee.gov'  
**Subject:** A vote in favor of the Greenwich Park Apartments project.

Nik,

I am a homeowner on the 3400 block of Cramer St. I wish to throw my full support behind Mercy Housing's plans to provide affordable housing on the East Side. I encourage you to support the Greenwich Park Apartments project. As you know, we have two wonderful schools in that immediate neighborhood, Catholic East Elementary and Maryland Ave. Public School, to serve the children who would be new to the neighborhood. Providing affordable housing is the right thing to do. Increasing the tax base is icing on the cake.

*Fred Stoltz*

*3426 N. Cramer St.*

*(414) 963-0736*



# City of Milwaukee Fiscal Impact Statement

Date

File Number

Original

Substitute

A

Subject

B

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

C

This File

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

D

This Note

- Was requested by committee chair

E

Charge To

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

F

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages			
Supplies/Materials			
Equipment			
Services			
Other			
<b>TOTALS</b>			

**For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.**

G

1-3 Years     3-5 Years

1-3 Years     3-5 Years

1-3 Years     3-5 Years

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

H

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

I

**Additional information.**

J



# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** March 2, 2010

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

Original Fiscal Note  Substitute

**SUBJECT:** Resolution declaring the City-owned parking lot at 2353 North Farwell Avenue surplus to municipal needs and authorizing an Option to Purchase with Mercy Housing Lakefront, Inc. to purchase and develop the property with workforce housing, in the 3rd Aldermanic District.

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

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
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Option to Purchase	Parking Fund		\$425,000 (less sale expenses and a 30% disposition cost reimbursement to RACM)	
<b>TOTALS</b>				\$425,000	

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:**

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

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





## Legislation Details (With Text)

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**File #:** 101128      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to application, acceptance and funding of a Wisconsin Department of Natural Resources 2011 Urban Forestry Grant.

**Sponsors:** ALD. WITKOWSKI

**Indexes:** STATE GRANTS, TREES, WISCONSIN DEPARTMENT OF NATURAL RESOURCES

**Attachments:** Grant Budget Form, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
101128  
Version  
ORIGINAL  
Reference

Sponsor  
ALD. WITKOWSKI  
Title

Resolution relating to application, acceptance and funding of a Wisconsin Department of Natural Resources 2011 Urban Forestry Grant.

Analysis

This resolution authorizes the Department of Public Works - Operations (Forestry Section) to apply for, accept and fund a 2011 Urban Forestry Grant from the Wisconsin Department of Natural Resources "Milwaukee's Trees Speak Out." This grant aims to develop an urban canopy benefits public awareness campaign including Emerald Ash Borer messaging to build on previous outreach efforts. The total project cost is \$50,000, of which \$25,000 (50%) will be provided by the grantor and \$25,000 (50%) will be provided in-kind by the City. The program will include the following components:

1. Develop and implement a creative, citywide public awareness campaign on Emerald Ash Borer (EAB) and the economic, ecological and social benefits of trees and urban canopy.
2. Complete targeted door-to-door outreach to private property owners with identified ash trees on their property to provide critical EAB and urban canopy benefits information

Body

Whereas, The City of Milwaukee appears to be eligible for a 2011 Urban Forestry Grant from the Wisconsin Department of Natural Resources; and

Whereas, The Department of Public Works-Operations Division (Forestry Section) would use this grant to conduct a public awareness campaign; and

Whereas, This project would include the following components:

1. Develop and implement a creative, citywide public awareness campaign on Emerald Ash Borer and the economic, ecological and social benefits of trees and urban canopy
2. Complete targeted door-to-door outreach to private property owners with identified ash trees on their property to provide critical EAB and urban canopy benefits information

; and

Whereas, The implementation of the public awareness campaign will cost \$50,000, of which \$25,000 (50%) will be provided by the grantor and \$25,000 (50%) will be provided in-kind by the City; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is authorized to apply, accept and fund a 2011 Urban Forestry Grant "Milwaukee's Trees Speak Out" in the amount of \$25,000 from the Wisconsin Department of Natural Resource without further Common Council approval, unless the terms of the grant change in a manner described in s. 304-81 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Encumber in the parent accounts of the 2011 Special Revenue Accounts-Grant and Aid Projects the following amounts for the project titled Urban Forestry Grant:

Project/Grant	GR0001100000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Sub Class	R999
Account	000600
Project	Grantor Share
Amount	\$25,000

2. Create a Special Revenue Fund-Grant and Aid Projects and the necessary expenditure and revenue accounts, appropriate to these accounts the amounts required under the Grant Agreement, and transfer the corresponding offsetting estimated revenue.

3. Establish the necessary Grant and Aid performance sub-measures.

; and, be it

Further Resolved, That these funds are appropriated to the Department of Public Works-Operations Division (Forestry Section), which is authorized to:

1. Make expenditures from these funds for specified purposes as indicated in the program budget, a copy of which is attached to this file.

2. Transfer funds within the project budget as long as the amount expended for each specific purpose does not exceed the amount authorized by the budget by 10% or more.

3. Enter into subcontracts and leases to the extent detailed in the project budget.

Requestor  
Department of Public Works-Operations Division  
12/21/10

# CITY OF MILWAUKEE OPERATING GRANT BUDGET

NOTE: The highlighted cells include formulas to automatically total dollar amounts. If you insert additional rows, you may need to copy the formulas into the inserted rows. Make sure to check the formulas to ensure they are calculating the numbers correctly.

PROJECT/PROGRAM

TITLE: WI DNR 2011 Urban Forestry Grant - Milwaukee's Trees Speak Out

PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Kimberly Kujoth x5453

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE	Acct# 58180600		TOTAL
NEW	EXISTING				IN-KIND	CASH MATCH	
					SHARE	A/C #	
		<b>PERSONNEL COSTS</b>					
10		Urban Forestry Interns - Seasonal	926		\$25,000		\$25,000
		<b>TOTAL PERSONNEL COSTS</b>			\$25,000		\$25,000
		<b>FRINGE BENEFITS</b>					
		<b>TOTAL FRINGE BENEFITS</b>					
		<b>OPERATING EXPENDITURES</b>					
		Public Awareness Campaign		\$25,000			\$25,000
		<b>TOTAL OPERATING EXPENDITURES</b>		\$25,000			\$25,000
		<b>EQUIPMENT</b>					
		<b>TOTAL EQUIPMENT</b>					
		<b>INDIRECT COSTS</b>					
		<b>TOTAL INDIRECT COSTS</b>					
10		<b>TOTAL COSTS</b>		\$25,000	\$25,000		\$50,000

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** December 15, 2010

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

Original Fiscal Note  Substitute

**SUBJECT:** Resolution relative to application, acceptance and funding of a Wisconsin Department of Natural Resources 2011 Urban Forestry Grant  
Milwaukee's Trees Speak Out

B) **SUBMITTED BY (Name/title/dept./ext.):** Kimberly Kujoth, Environmental Policy Analyst, DPW-Operations x5453

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
<b>SALARIES/WAGES:</b>	Urban Forestry Interns - Seasonal		\$25,000		
<b>SUPPLIES:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER:</b>	Public Awareness Campaign			\$25,000	
<b>TOTALS</b>			\$25,000	\$25,000	

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:**  
 None

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE







## Legislation Details (With Text)

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**File #:** 100871      **Version:** 1

**Type:** Ordinance      **Status:** In Committee

**File created:** 11/3/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** A substitute ordinance granting an air space lease to Fix Development, LLC for a building overhang on the north side of Bruce Street, east of South 2nd Street for the premises at 538 S. 2nd Street.

**Sponsors:** THE CHAIR

**Indexes:** AIR SPACE LEASES

**Attachments:** Cover Letter, Letter from Department of Public Works, City Plan Commission Letter, Airspace Lease, Lease Petition, Plans, Drawing, Rendering of the Building, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/5/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
100871  
Version  
Substitute 1  
Reference

Sponsor  
THE CHAIR  
Title

A substitute ordinance granting an air space lease to Fix Development, LLC for a building overhang on the north side of Bruce Street, east of South 2nd Street for the premises at 538 S. 2nd Street.

Analysis

In accordance with state law, this ordinance will grant an airspace lease to Fix Development, LLC for an overhang extending over the lot line of West Bruce Street, from south 2<sup>nd</sup> Street east to the north-south alley.

Body

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

Part 1: FINDINGS. In accordance with the provisions of s.66.0915(4), Stats., (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee enter into a lease, substantially the same as the lease attached hereto, with Fix Development, LLC for the purpose of enabling Fix Development, LLC to construct, use, and maintain a building overhang extending over the lot line of West Bruce Street, between South 1<sup>st</sup> Street and South 2<sup>nd</sup> Street, with the lowest part of that portion not less than 13 feet, 11 inches above the sidewalk area bordering West Bruce Street, and consisting of not more than 9 feet, 11 inches in width and 136 feet, 8 inches in length, and the Common Council of the City of Milwaukee hereby finds that said space above the above-described streets is not needed for street, alley or other public purposes and that the public interest will be served by such leasing inasmuch as the overhang will continue to aid in the development of the Walker's Point neighborhood and convenience of the public.

Part 2: A copy of such lease is attached hereto and is made part of Common Council File No. 100871.

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

Part 4: 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 full force from and after its passage and

publication.

Requestor

CA

Drafter

TDM/tdm

1050-2010-3052:164154



November 2, 2010

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 Fix Development, 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 Fix Development LLC. The lease is being requested for building overhang in to the public right of way on the north side of Bruce St, east of S 2<sup>nd</sup> St to the alley. The property address is 538 S 2<sup>nd</sup> 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 November 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. James Witkowiak



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

December 23, 2010

To the Public Works Committee

Subject: Air Space Lease  
538 South 2<sup>nd</sup> Street

Dear Committee Members:

File No. 100871 grants an air space lease to Fix Development, LLC for encroachment of a building overhang projecting over the north sidewalk area of West Bruce Street east of South 2<sup>nd</sup> Street, in the 12<sup>th</sup> Aldermanic District.

The Special Committee on Air and Subterranean Lease Structures met and approved this air space lease on December 20, 2010.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

MDL: ns

*MDL*

c: Alderman James Witkowiak

Mr. Rocky Marcoux

Mr. Art Dahlberg

Ms. Elaine Miller

Mr. Tom Miller

December 7, 2010

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

Dear Committee Members:

File No. 100871 grants an air space lease to Fix Development, LLC for a building overhang on the north side of West Bruce Street, east of South 2nd Street for the premises at 538 South 2nd Street, in the 12th Aldermanic District.

In accordance with state law, this ordinance will grant an air space lease to Fix Development LLC for a building overhang into the public right of way on Bruce Street.

The City Plan Commission at its regular meeting on December 6, 2010, recommended approval of the subject file conditioned on approval by the Air and Subterranean Space Lease Committee.

Sincerely,

Rocky Marcoux  
Executive Secretary  
City Plan Commission of Milwaukee

cc: Ald. Witkowiak

AIRSPACE LEASE  
 BETWEEN THE CITY OF  
 MILWAUKEE  
 AND FIX DEVELOPMENT, LLC  
 FOR AN OVERHANG STRUCTURE

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, 2<sup>nd</sup> Floor  
 Milwaukee, WI 53202

Parcel Identification Number (PIN)

**AIRSPACE LEASE  
 BETWEEN THE CITY OF MILWAUKEE  
 AND FIX DEVELOPMENT, LLC  
 FOR AN OVERHANG STRUCTURE**

The City of Milwaukee, a Wisconsin municipal corporation (“Lessor” or “City”), and Fix Development, LLC, a Wisconsin limited liability company (“Lessee”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement as of the \_\_\_ day of \_\_\_\_\_, 2011.

1. Description. Lessor hereby leases to Lessee an airspace over the sidewalk area on the north side of West Bruce Street, commencing at South 2<sup>nd</sup> Street and extending east to the north-south alley, in the City of Milwaukee, for the purpose of constructing, using, and maintaining a building overhang (“overhang”) adjacent to property with the address 538 South 2<sup>nd</sup> Street, the airspace being more particularly described as follows:

That part of the Northeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin described as follows:

Beginning at the intersection of the east right of way line of South 2<sup>nd</sup> Street and the north right of way line of West Bruce Street; thence North 89°16'36" East, on and along said north right of way line, 136.60 feet to a point 1.00 feet east of the overhang of the building; thence South 00°45'16" East, 1.00 foot east of and parallel with said overhang, 9.92 feet; thence South 89°14'44" West, 1.00 foot south of and parallel with said overhang, 136.53 feet to the extension of said east right of way line; thence North 01°07'59" West, to the point of beginning.

The above description is for an airspace lease which is between elevations of 23.00 feet and 72.00 feet. The elevation of the sidewalk below the air space is between 9.50 feet and 10.50 feet. The datum for these elevations is the City of Milwaukee Datum.

Containing 1,360 square feet (0.03 acres) (66,640 cubic feet), more or less.

See also, Exhibit A. The foregoing legal description shall be adjusted upon final "as-built" construction. Lessee shall provide the City Engineer with an "as-built" legal description of the overhang corresponding to the final plans, within 60 days after completion of the construction of the overhang.

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 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 ("Commissioner").

3. Rental. The rental payable to Lessor by Lessee under the Lease shall be the sum of \$200.00 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 ("DCD").

4. Use and Occupancy. Lessee covenants and agrees that upon the execution of this Lease with Lessor, it will in due course construct the overhang, a portion of which shall be located within the area of the Lease. Lessee further covenants and agrees that those portions of the overhang located within the public airspace subject to this Lease 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.

5. Plans, Regulations, and Permits. Lessee shall have the plans and specifications for the overhang prepared by a registered professional engineer, which plans and specifications shall specifically provide for the prevention of ice accumulation on the leasehold area. The plans and specifications shall be approved by the Commissioner and the DCD Commissioner prior to the commencement of construction of the overhang. The overhang shall be constructed in compliance with the intent of the plans and specifications to the satisfaction of the registered professional engineer who shall supervise the construction thereof. Lessee shall further obtain the necessary permits for the construction and pay all required fees, and comply with all the building and zoning regulations of Lessor, the County of Milwaukee, and the State of Wisconsin which shall at any time be applicable to the construction and maintenance of the overhang.

6. Maintenance. Lessee shall safely maintain the overhang and regulate its use and occupancy so that the leasehold area or its use will not be a hazard or danger to the persons or property of the public using the public right of way. No material changes to the overhang that deviate from the original plans and specifications may be made during the course of this Lease without the prior written approval of the Commissioner.

7. Insurance and Indemnity. Lessee shall maintain and keep in force during the term of the Lease public-liability insurance 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 overhang or the use or occupancy of the area hereby leased,



and Lessor shall be named as an additional insured and shall be held indemnified and 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 design, construction, maintenance, destruction, or dismantling of the overhang, or from collapse of the overhang; or which arise by reason of any material or thing whatsoever falling or being thrown from the overhang. A certificate of insurance in those sums, including Lessor as a party insured, shall be deposited with the City Clerk of the City of Milwaukee immediately following execution of the Lease. This policy of insurance shall also contain a provision that during the period of construction of the overhang the aggregate limits of the policy for multiple claims shall be increased to \$3,000,000.00. 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.

8. 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 overhang 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.

9. Removal of Street Facilities. Lessee shall, upon demand by Lessor, pay such charges as may be incurred by Lessor for the removal or relocation of any facilities, utilities, or structures within the public way in the vicinity of the overhang that are made necessary by reason of the construction of the overhang. Lessor shall first, however, provide Lessee with notice of such charges and any removal or relocation that may be required. Prior to construction of the overhang, Lessee shall procure the relocation of the We Energies pole line from the north side of West Bruce Street and shall bear all relocation charges, including, but not limited to, the cost of relocating any City facilities made necessary by relocation of the We Energies facilities.

10. Act of God, Rioting, and Public Enemies. In the event of the destruction of all or a portion of the overhang 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 overhang located in the public airspace and this 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 overhang was damaged, destroyed or inoperative.

11. 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 have access to and enter the leasehold area to view the condition of the leasehold area and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate Lessee's obligation of determining and maintaining the structural adequacy of the overhang.

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 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 Lease ended and terminated by giving Lessee written notice of its intention. If possession of the demised area is not immediately surrendered, Lessor may re-enter therein and declare the Lease to be terminated; and in such event Lessor may require that Lessee remove and demolish the overhang at its own expense or Lessor may remove or demolish the overhang and require the payment of the expense thereof from Lessee to Lessor within 30 days thereafter.

13. Surrender of Premises. Upon the termination of the Lease, Lessee agrees to surrender or relinquish any claims or right to further utilize the airspace. Lessee shall, prior to surrender of the airspace, cause the overhang to be demolished and removed and the airspace returned to the same condition as it was when first acquired by Lessee

in compliance with the applicable building codes, unless otherwise directed by Lessor. In the event of the failure of Lessee to remove the overhang within six months after the termination of the Lease, it shall pay liquidated damages to Lessor in the sum of \$100.00 for each and every day it remains in possession of the airspace after the expiration of six months from the termination of the Lease.

14. Parties to Lease. The term "parties to the Lease" shall include the successors and assigns of Lessor and Lessee, 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 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 sec. 66.0915(4), Wisconsin Statutes (2007-2008).

16. 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 airspace 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 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.

17. 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:  
Juli Kaufman  
Fix Development, LLC  
602 S. 3<sup>rd</sup> Street  
Milwaukee, WI 53204

18. Signs. Lessee shall not place or maintain any signs or cause them to be placed in or on the leased premises so as to be readable from the street without permission of the Commissioner of Public Works.

19. Miscellaneous. To ensure sufficient sidewalk lighting for pedestrians using the right of way beneath the leased airspace, Lessee shall construct and maintain sidewalk lighting facilities either integral to the overhang structure or otherwise in conformance with the Milwaukee Code of Ordinances (MCO) section governing permissible projections or encroachments for electrical lighting fixtures, currently MCO § 245-4-20. Plans for the sidewalk lighting facilities shall be approved by the Commissioner prior to the commencement of construction of the overhang.

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 \_\_\_\_\_, 2011.

**CITY OF MILWAUKEE**

**COUNTERSIGNED:**

\_\_\_\_\_  
TOM BARRETT, Mayor

\_\_\_\_\_  
W. MARTIN, MORICS, Comptroller

\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk

STATE OF WISCONSIN )  
  )ss.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 \_\_\_\_\_, 2011, 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: \_\_\_\_\_



City of  
**Milwaukee**  
Development Center



# Air or Subterranean Space Lease Petition

809 N. Broadway, 1<sup>st</sup> Floor / Milwaukee, WI 53202-3617 / 414-286-8208

**Submit this application with \$200 application fee to:  
Milwaukee Development Center  
Make check payable to City of Milwaukee.  
Application fee is non-refundable.**

Date 10/25/10

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

The undersigned Fix Development, LLC

*(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:

The building overhang into the public right of way on the North side of Bruce street, East of 2nd street to the alley.

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:  
see attached

also known by street and number as 538 S. 2nd St. and 538 S. 2nd St.  
which property is located on both sides of that portion of the (street, alley or street ) 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 \_\_\_\_\_

Address 602 S 3RD ST

Phone 414 628-2346

Corporation, firm or society Fix Development

Address 602 S 3RD ST

Title or office held in same

## **AIR SPACE LEASE**

That part of the Northeast 1/4 of Section 32, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin described as follows:

Beginning at the intersection of the east right of way line of South 2<sup>nd</sup> Street and the north right of way line of West Bruce Street; thence North  $89^{\circ}16'36''$  East, on and along said north right of way line, 136.60 feet to a point 1.00 feet east of the overhang of the building; thence South  $00^{\circ}45'16''$  East, 1.00 foot east of and parallel with said overhang, 9.92 feet; thence South  $89^{\circ}14'44''$  West, 1.00 foot south of and parallel with said overhang, 136.53 feet to the extension of said east right of way line; thence North  $01^{\circ}07'59''$  West, to the point of beginning.

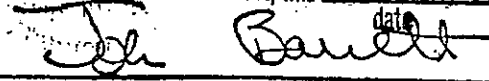
The above description is for an airspace lease which is between elevations of 22.00 feet and 72.00 feet. The datum for these elevations is the City of Milwaukee Datum.

Containing 360 square feet (0.01 acres) (1,800 cubic feet), more or less.

STATE OF WISCONSIN  
MILWAUKEE COUNTY } SS.

I, the undersigned Clerk of the Circuit Court of Milwaukee County, Wisconsin do hereby certify that I have compared this document with the original on file and that the same is a full, true and correct copy of said original and of the whole thereof, as the same remains of record in my office.

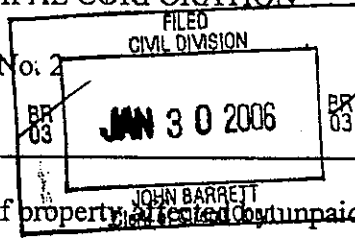
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said court, this JAN 30 2006 date

  
\_\_\_\_\_  
JOHN BARRETT  
Clerk of Circuit Court

IN THE MATTER OF THE FORECLOSURE  
OF TAX LIENS PURSUANT TO SEC. 75.521,  
WISCONSIN STATUTES, BY THE CITY OF  
MILWAUKEE, A MUNICIPAL CORPORATION

TAX FORECLOSURE  
JUDGMENT TO CITY OF  
MILWAUKEE'S § 75.106  
ASSIGNEE, KAUFMANN  
LeSAGE, LLC

List of Tax Liens for 2005 No. 2  
Parcel 5



Case No. 05-CV-007389

**COPY**

The list of parcels of property, as listed on unpaid tax liens as shown on the delinquent tax rolls in the Treasurer's Office of the City of Milwaukee and Milwaukee County, wherein said parcels have been sold to the City of Milwaukee for delinquent taxes, and the County of Milwaukee having assigned its interest to the City of Milwaukee, and one year having elapsed and a petition for judgment concerning those parcels of land in the City and County of Milwaukee remaining unredeemed or for which no answer pursuant to Wis. Stat. § 75.521 (7) having been duly filed in the Office of the Clerk of Circuit Court of Milwaukee County on the 29<sup>th</sup> day of November, 2005, and a copy of the petition and that part of the list of tax liens as it includes a description of the parcels having been mailed by certified mailing, return receipt requested as evidenced by the Affidavit of Wayne F. Whittow, City Treasurer of the City of Milwaukee, duly filed with the Clerk of Circuit Court of Milwaukee; and said affidavit evidencing the posting of the list of tax liens and publication of the notice of commencement of this special proceeding, including the list of tax liens and the petition herein, and setting forth those parcels which have been timely redeemed except for Parcel 5.

And Attorney James P. Mulligan, having been duly appointed guardian ad litem pursuant to Wis. Stat. § 75.521 (12);



And the "Affidavit of James Hanna, Deputy City Treasurer" having been filed in this action pursuant to Wis. Stat. § 75.106 (2)(g) informing the Court that the City's Common Council, by Resolution File No. 050252, approved a contract (the "75.106 Contract") pursuant to which the City, under § 75.106, assigned to Kaufmann LeSage, LLC, the City's right to in rem tax foreclosure judgment on Parcel 5.

And attached to said affidavit are copies of the 75.106 Contract, said Common Council resolution, and the contract between Kaufmann LeSage, LLC and the State Department of Natural Resources ("DNR") with respect to Parcel 5;

And no judgment having yet been issued in this action with respect to Parcel 5 (§ 75.106 (2)); a copy of the 75.106 Contract having been filed with this Court (§ 75.106 (2)(b)), the 75.106 Contract identifying Parcel 5 as the parcel for which City's right to take judgment has been assigned (§ 75.106 (2)(c)), and as being a brownfield (§ 75.106 (2)(d)) for which an environmental assessment was done, the results of which were provided or made available to the DNR (§ 75.106 (2)(e)), and Kaufmann LeSage, LLC having entered into an agreement with the DNR (§ 75.106 (2)(f));

NOW THEREFORE, on motion of Grant F. Langley, City Attorney for the City of Milwaukee, by Gregg C. Hagopian and Genevieve O'Sullivan-Crowley, Assistant City Attorneys, attorneys for petitioner, and by authority of Wis. Stat. §§ 75.521 (8) and 75.106,

IT IS ORDERED AND ADJUDGED:

1. That there has been failure to redeem or answer by any person having the right to redeem or answer as provided by § 75.521 as to Parcel 5.

2. That all persons claiming under and through the person or persons having the right to redeem or answer with respect to this action or the City's foreclosure of the taxes at issue are foreclosed of all their right, title and interest and equity of redemption in and to Parcel 5.

3. That Kaufmann LeSage, LLC (as the assignee of the City of Milwaukee under § 75.106) is vested with an estate in fee simple absolute in Parcel 5 subject to all unpaid taxes and charges which are subsequent to the latest dated valid tax lien appearing on the 2005 List of Tax Liens No. 2, filed herein and subject to recorded restrictions as provided by § 75.14 (4), and that all persons, both natural and artificial, including the State of Wisconsin, infants, incompetents, absentees and non-residents who may have had right, title, interest, claim, lien or equity of redemption in and to Parcel 5 are forever barred and foreclosed of such right, title, interest, claim, lien or equity of redemption as to the following property:

Parcel: 5

Address: 538 South 2<sup>nd</sup> Street, Milwaukee, Wisconsin

Tax Key No.: 428-0417-000-0

Legal Description:

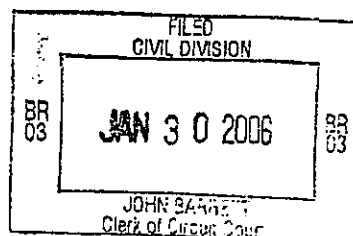
LOT 8 IN BLOCK 27 IN WALKER'S POINT, IN THE NORTHEAST ¼ OF SECTION 32, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY AND COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

Dated at Milwaukee, Wisconsin this 30<sup>th</sup> day of January, 2006

BY THE COURT:

David L. Foy  
Circuit Court Judge

1089-2005-1347:99230





# CHICAGO TITLE INSURANCE COMPANY

20900 SWENSON DR STE. 900, WAUKESHA, WI 53187-0987  
(262) 796-3800 FAX: (262) 796-3888

SELLER: CITY OF MILWAUKEE  
BUYER: KAUFMANN LESAGE, LLC

ORIGINAL INVOICE: 08-30-05 COM  
INVOICE AS OF: 08-30-05  
ORDER NUMBER: 1203900  
ESCROW NUMBER:

0007290 -000

MADONNA L. RAVET  
O'NEIL CANNON & ROLLMAN  
111 W. WISCONSIN AVE #1400  
MILWAUKEE, WISCONSIN 53202

POLICY(S) APPLIED FOR: OWNER'S POLICY \$50,000.00

YOUR REFERENCE: CITY OF MILW./KAUFMANN/538 S. 2ND STREET

CODE	DESCRIPTION	AMOUNT
OCN	OWNER'S POLICY-C&I NEW	400.00
SAL	SPECIAL ASSESSMENT LETTER	65.00
BALANCE DUE:		<u>\$465.00</u>

THANK YOU FOR PLACING YOUR ORDER WITH US  
PLEASE RETURN A COPY OF THIS INVOICE WITH REMITTANCE TO:

20900 SWENSON DRIVE, SUITE 900  
P.O. BOX 987  
WAUKESHA, WISCONSIN 53187-0987

OUR REFERENCE: 001203900

ALTA COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE A

Copies to: See Schedule B-II

Prepared for:  
O'NEIL CANNON & HOLLMAN  
111 E. WISCONSIN AVE #1400  
MILWAUKEE, WISCONSIN 53202  
MADONNA L. RAVET

Commitment No: 1203900 / COM

Effective Date July 26, 2005 at 7:00 A.M.

1. Policy or Policies to be issued:  
ALTA OWNER'S POLICY (10-17-92) Amount \$50,000.00  
Proposed Insured:  
KAUFMANN LESAGE, LLC, a Wisconsin limited liability company

ALTA LOAN POLICY (10-17-92) Amount  
Proposed Insured:  
NONE

---

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof of record in:  
JERRY J. HANSHER

3. The land referred to in the Commitment is described as follows:  
Lot 8 in Block 27 in Walker's Point, in the Northeast 1/4 of Section 32, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 428-0417-000-0

ADDRESS: 538 S. 2ND STREET

DIRECT INQUIRIES TO:  
MICHAEL SIZEMORE (262) 796-3857 or SIZEMORE@CTT.COM

SCHEDULE B-1

Commitment No: 1203900

Requirements

The following are requirements to be complied with:

- A (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- B (b) PAYMENT TO THE COMPANY OF THE PREMIUMS, FEES AND CHARGES FOR THE POLICY.
- X (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Deed from JERRY J. HANSHER to the CITY OF MILWAUKEE, a Wisconsin municipal corporation.

Deed from the CITY OF MILWAUKEE, a Wisconsin municipal corporation, to KAUFMANN LESAGE, LLC, a Wisconsin limited liability company.

- S (d) The proposed first deed should either designate the subject premises as non-homestead, identify the grantor as unmarried or be joined in by grantor's spouse.
- r (e) We should be furnished with a certified copy of a resolution adopted by the Common Council of the City of Milwaukee authorizing the execution of the second deed.

D

\* \* \* \* \*

SCHEDULE B-I

Commitment No: 1203900

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

c 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

d Note: Exception 1 will be removed only if no intervening matters appear of record between the effective date of this commitment and the recording of the instruments called for at Item (c) of Schedule B-I, or if a gap endorsement is issued in conjunction with this commitment and the requirements for the issuance of "gap" coverage as described in the endorsement are met, including the payment of the premium.

s 2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.

r Note: Exception 2 will be removed only if the Company receives written evidence from the municipality that there are no special assessments against the land, or that all such items have been paid in full.

c 3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due and payable on the development or improvement of the land, whether assessed or charged before or after the Date of Policy.

w The Company assures the priority of the lien of the insured mortgage over any such lien, charge or fee.

r Note: Exception 3 will be removed only if the Company receives (1) written evidence from the municipality that there are no deferred charges, hookup fees, or other fees or charges attaching to the property; (2) evidence that the land contains a completed building; and (3) a statement showing that the land has a water and sewer use account. If the land is vacant, this exception will not be removed.

v 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

x Note: Exception 4 will be removed only if the Company receives the Construction Work and Tenants Affidavit on the form furnished by the Company and the following is true:

No work done: the Affidavit must establish that there has been no lienable construction work in the previous six months.

Repair work done: if repair work has been done on an existing structure in the last six months, the affidavit must accurately disclose all parties who have done lienable work in the last six months, and have attached to it original full waivers of lien from each person or company.

continued

SCHEDULE B - II Continued

Commitment No.: 1203900

New construction: if the property contains a newly-built structure, the Affidavit must incorporate a complete list of all parties who have done lienable work in the last six months, and have attached to it original full waivers of lien from each person or company. If Exception 4 is removed, it may be replaced by the following exception: "Any construction lien claim by a party not shown on the Construction Work and Tenants Affidavit supplied to the Company."

- L 5. Rights or claims of parties in possession not shown by the public records.
- N Note: Exception 5 will be removed only if the Company receives the Construction Work and Tenants Affidavit on the form furnished by the Company. If the affidavit shows that there are tenants, Exception 5 will be replaced by an exception for the rights of the tenants disclosed by the Affidavit.
- N 6. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- O 7. Easements or claims of easements not shown by the public records.
- P 8. Any claim of adverse possession or prescriptive easement.
- O Note: Exceptions 6, 7 and 8 will be removed only if the Company receives an original survey which (1) has a current date, (2) is satisfactory to the Company, and (3) complies with ~~CURRENT ALTA/ACSM MINIMUM~~ Survey Standards or Wisconsin Administrative Code AE-7. If the survey shows matters which affect the title to the property, Exceptions 6, 7 and 8 will be replaced by exceptions describing those matters.
- V 9. General taxes for the year 2005, not yet due and payable.
- N 10. Unpaid taxes for multiple years in the sum of \$34,209.83, exclusive of fee and interest. Action Pending.
- X 11. Water and sewer service charges, if any.
- R 12. Right to a lien for unpaid commissions, if any, in favor of any real estate broker for the property, pursuant to Section 779.32, Wis. Stats. This exception will be removed on receipt by the Company of satisfactory affidavits of the present owner and purchaser that no such commissions are owed, or that all commissions will be paid at closing. No broker lien or notice of intent to file lien has been recorded as of the effective date of this commitment to insure.

\* \* \* \* \*

SCHEDULE B-II Continued

Commitment No.:1203900

AA The request for information regarding special assessment data was submitted to the municipality on August 25, 2005 and will be returned directly to the party for whom this commitment was prepared as indicated on Schedule A hereof. Special Assessment information is considered current for 60 days. Contact the Company after 60 days and prior to closing to request current information.

PLEASE NOTE: Upon closing please furnish us with a copy of said information if Exception 2 of Schedule B-II is to be deleted from the policy when issued.

AB

\* \* \* \* \*







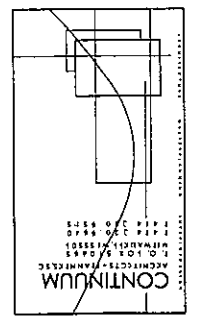




**FIX OFFICE BUILDING**  
 538 S. SECOND STREET  
 MILWAUKEE, WISCONSIN  
**NEW WORK FLOOR PLANS**

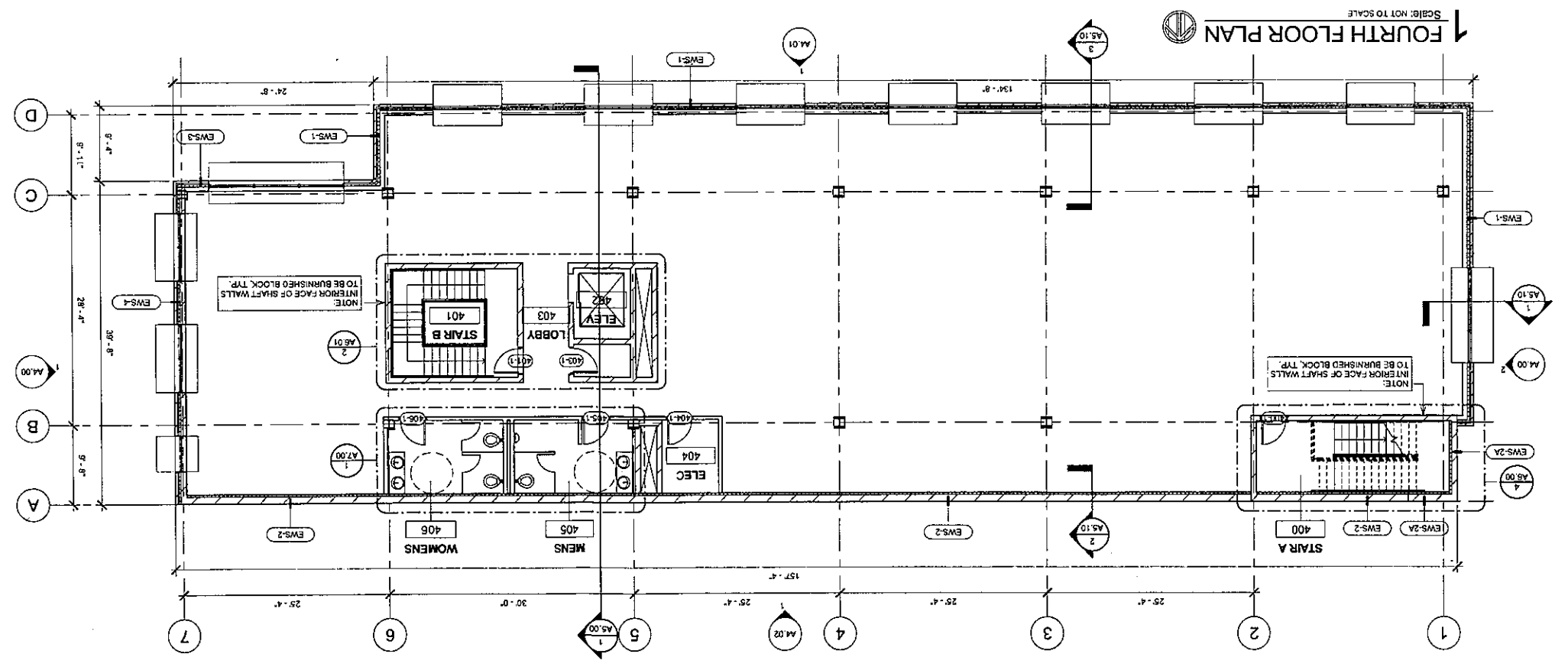
Issue	Date	Summary	Drawn	Checked	Approved

**FIX OFFICE BUILDING**  
 538 S. SECOND STREET  
 MILWAUKEE, WISCONSIN



KEYNOTES	NUMBER	DESCRIPTION

**BUILDING ENVELOPE SYSTEMS**  
 NOTE:  
 SEE SHEET A4.00 FOR BUILDING ENVELOPE SYSTEMS













The drawing for this file can be viewed in the City Clerk's office, Room 205, 200 E. Wells Street, Milwaukee, WI 53202. The drawing is too big to scan.







## Legislation Details (With Text)

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**File #:** 101035      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution approving an agreement between the City of Milwaukee and the City of Oak Creek for the design, installation, construction, operation, maintenance, and funding of permanent street lighting facilities on South 13th Street between West College Avenue and West Rawson Avenue.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, INTERGOVERNMENTAL AGREEMENTS, STREET LIGHTING

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

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101035

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution approving an agreement between the City of Milwaukee and the City of Oak Creek for the design, installation, construction, operation, maintenance, and funding of permanent street lighting facilities on South 13<sup>th</sup> Street between West College Avenue and West Rawson Avenue.

**Analysis**

This resolution authorizes the Commissioner of Public Works and City Comptroller to enter into an agreement with the City of Oak Creek for the installation, construction, operation, maintenance, and funding of permanent street lighting facilities on South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue in the Cities of Milwaukee and Oak Creek. The lighting will be constructed in conjunction with the Milwaukee County paving of South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue. This project is funded under the Surface Transportation Program-Urban for Metro Milwaukee (STP-M) and has an 80% federal and 20% local cost share.

**Body**

Whereas, Milwaukee County will reconstruct South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue in 2011; and

Whereas, The Common Council of the City of Milwaukee adopted Resolution File Number 030469 authorizing the Commissioner of Public Works and Comptroller to execute an agreement with Milwaukee County for the City's share of preliminary engineering costs associated with the South 13<sup>th</sup> Street improvement project between West Rawson Avenue and West College Avenue in the Cities of Milwaukee and Oak Creek; and

Whereas, The Common Council of the City of Milwaukee adopted Resolution File number 040977 authorizing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation (WISDOT) for the programming and construction of street lighting along South 13<sup>th</sup> Street between West Rawson Avenue and West College Avenue with Federal/State aid under the Surface Transportation Program (STP); and

Whereas, South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue shares borders with the City of Oak Creek and City of Milwaukee; and

Whereas, It is desired that uniform street lighting be installed on the entire improved section of South 13<sup>th</sup> Street; and

Whereas, Sixty-five percent (65%) of the proposed street lighting along the project length is located within the City of Oak Creek with the remaining 35 percent located in the City of Milwaukee; and

Whereas, The total cost of the street lighting installation for South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue is estimated to be \$104,874.74; and

Whereas, Eighty percent (80%) of the estimated cost of the street lighting installation, or \$83,899.79, will be funded by the Wisconsin Department of Transportation (WISDOT) under the Surface Transportation Program-Urban for Metro Milwaukee (STP-M); and

Whereas, The remaining 20 % local share will be funded by having 65 % of the local share or \$13,591.77 funded by the City of Oak Creek for the portion of the street lighting system constructed in Oak Creek; and

Whereas, Thirty-five percent (35%) of the local share or \$7,383.18 will be funded by the City of Milwaukee for the portion of the street lighting system constructed in Milwaukee; and

Whereas, Upon installation of the street lighting, the City of Oak Creek will be responsible for the cost of maintenance and electrical energy usage of twenty-six (26) street lighting units in the lighting system located in the City of Oak Creek; and

Whereas, An agreement has been drafted for the maintenance and operation of the new street lighting on South 13<sup>th</sup> Street from West College Avenue to West Rawson Avenue between the City of Oak Creek and the City of Milwaukee; and

Whereas, The City of Oak Creek will be billed by the City of Milwaukee an agreed monthly maintenance charge to have the City of Milwaukee maintain the street lighting units that fall within the City of Oak Creek boundaries; and

Whereas, The City of Oak Creek will be billed by the City of Milwaukee monthly for the electrical energy consumption for the street lighting units that fall within the City of Oak Creek boundaries; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the City Comptroller are directed to execute an Agreement with the City of Oak Creek pertaining to the cost participation for the installation, maintenance, and operation of the street lighting to be installed in conjunction with the paving of South 13<sup>th</sup> Street, from West College Avenue to West Rawson Avenue, a copy of which is attached to this Common Council Resolution File, and is incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That upon approval of this contract, the Commissioner of Public Works and Comptroller is authorized to execute the attached agreement for and on behalf of the City of Milwaukee; and, be it

Further Resolved, That employees of the City of Milwaukee required to perform maintenance work set forth in this agreement shall be authorized to perform their duties beyond the city limits of the City of Milwaukee.

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

RWB: ns

November 24, 2010

November 24, 2010

To the Honorable, the Common Council

Subject: Street Lighting Agreement  
South 13<sup>th</sup> Street  
West College Avenue to West Rawson Avenue

Dear Council Members:

The Common Council has previously adopted File Number 030469 authorizing the Commissioner of Public Works and Comptroller to execute an agreement with Milwaukee County for funding of the City's share of preliminary engineering costs associated with the South 13<sup>th</sup> Street improvement project between West Rawson Avenue and West College Avenue in the Cities of Oak Creek and Milwaukee. The Common Council also adopted File Number 040977 authorizing the Commissioner of Public Works and Comptroller to execute an agreement with the Wisconsin Department of Transportation (WISDOT) for the programming and construction of street lighting along South 13<sup>th</sup> Street between West Rawson Avenue and West College Avenue with Federal/State aid under the Surface Transportation Program (STP). Further Common Council action will be needed prior to the installation of the street lighting facilities.

The estimated total cost of the street lighting for South 13<sup>th</sup> Street is \$104,874.74. The Federal share of this project will be \$83,899.79 or 80% of the total cost. The Department of Public Works and the City of Oak Creek have drafted an Agreement for the installation, maintenance and operation of street lighting on South 13<sup>th</sup> Street within the subject limits. Under this agreement, the remaining \$20,974.95 or 20% local cost share will be funded by the two Municipalities, with 65% of the local share or \$13,591.77 to be paid by the City of Oak Creek for their portion of the street lighting system constructed in Oak Creek, and 35% of the local share or \$7,383.18 provided by the City of Milwaukee for the portion of the street lighting system constructed in Milwaukee.

We have prepared and recommend adoption of the attached resolution authorizing the Commissioner of Public Works and the Comptroller to execute an Agreement with the City of Oak Creek. The resolution also directs the City Comptroller to transfer the City of Oak Creek share of funds that will be applied to the cost of the street lighting installation into the appropriate account.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns  
Attachment  
c: Alderman Terry L. Witkowski





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 30, 2010

Mr. Michael Simmons  
City Engineer  
City of Oak Creek  
8640 South Howell Avenue  
Oak Creek, WI 53154

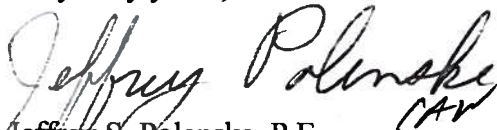
Subject: Street Lighting - Construction, Operation & Maintenance Agreement  
South 13<sup>th</sup> Street  
West Rawson Avenue to West College Avenue

Dear Mr. Simmons:

Transmitted herewith for your review and processing, is an agreement for the installation, maintenance and operation of street lighting with the City of Milwaukee in conjunction with the paving of South 13<sup>th</sup> Street from West Rawson Avenue to West College Avenue that falls within the cities of Oak Creek and Milwaukee, Milwaukee County.

If you have any questions, please call Mr. Robert Bryson, Street Lighting Manager, of my staff at (414) 286-3244.

Very truly yours,



Jeffrey S. Polenske, P.E.

City Engineer



Jeffrey J. Mantes

Commissioner of Public Works

RWB: ns

Attachment

**STREET LIGHTING AGREEMENT**  
**SOUTH 13TH STREET FROM WEST COLLEGE AVENUE TO WEST RAWSON AVENUE**

---

Between the CITY OF MILWAUKEE, a municipal corporation, hereinafter called "MILWAUKEE", and the CITY OF OAK CREEK, a municipal corporation, hereinafter called "OAK CREEK", relating to the installation of uniform street lighting on South 13th Street between West College Avenue and West Rawson Avenue.

WHEREAS, South 13th Street is scheduled to be improved between West College Avenue and West Rawson Avenue, hereinafter called "the Subject Area;" and

WHEREAS, This project is funded under the Federal Surface Transportation Program-Urban for Metro Milwaukee (STP-M) and has an 80% federal/20% local cost share; and

WHEREAS, The Subject Area lies irregularly within the boundaries of Milwaukee and Oak Creek; and

WHEREAS, It is considered desirable for both communities that a uniform system of street lighting the " Street Lighting System" be installed in the interest of public safety and convenience; and

WHEREAS, The Street Lighting System is defined as required facilities needed above and below ground to operate the street lights from the electrical service connection.

WHEREAS, The operation of twenty six Street Lighting Units, which includes the street lighting pole, wiring pedestal, bracket arm, and luminaire, "Street Lighting Units" in the Subject Area will become the responsibility of Oak Creek within its corporate limits following the completion of lighting installation, while the operation of twelve Street Lighting Units will become the responsibility of Milwaukee in the remainder of the Subject Area.

NOW, THEREFORE, In consideration of the mutual promises of each city made to the other and other good and valuable consideration and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth, it is mutually agreed and understood by and between the two cities that the Street Lighting System shall be designed, constructed, and installed by Milwaukee in that area of Oak Creek within the Subject Area in a manner consistent with lighting in the Subject Area in Milwaukee. Conditions of this agreement are to be as follows:

**I. Construction, Operation, and Maintenance:**

(a) Milwaukee will, through its Department of Public Works, Infrastructure Service Division, and other appropriate and necessary departments of Milwaukee, design, construct and install, subject to payment of costs as hereinafter set forth, the complete Street Lighting System in the Subject Area.

(b) Upon installation, all of the material installed pursuant to this Agreement shall become the property of the Municipality in which it is installed.

- (c) Each Municipality shall have the responsibility for maintenance, repair and operation of its own properties and facilities, with the exception of certain special arrangements as hereinafter set forth.
- (d) Milwaukee will perform all maintenance and repair work on the Street Lighting System installed in the Subject Area pursuant to this Agreement. Major maintenance and repair items on Street Lighting System in Oak Creek shall be done by Milwaukee at Oak Creek's cost pursuant to an individual service order signed by the appropriate official of Oak Creek as hereinafter provided. Routine minor maintenance shall be performed on a fixed charge per Street Lighting Unit per month basis as hereinafter set forth. Routine minor maintenance does not include electrical energy costs or snow clearance. Routine minor maintenance shall include lamp replacement, refractor cleaning and minor socket repairs.

## **II. Funding:**

- (a) The estimated total cost of installation of the Street Lighting System in the Subject Area is estimated at One hundred and four thousand, eight hundred and seventy four dollars, and seventy four cents (\$104,874.74). Eighty percent (80%) of the estimated cost of the Street Lighting System, or \$83,899.79 will be funded by the Wisconsin Department of Transportation (WisDOT) under the Surface Transportation Program-Urban for Metro Milwaukee (STP-M). The remaining twenty percent (20%) local share estimated at \$20,974.95 will be funded as follows:
- 64.8% of the estimated local share or \$13,591.77 will be paid to Milwaukee by Oak Creek for the portion of the street lighting system constructed in Oak Creek.
  - 35.2% of the estimated local share or \$7,383.18 will be paid by Milwaukee for the portion of the street lighting system constructed in Milwaukee.
- (b) Milwaukee will invoice Oak Creek for its local portion after project completion, based on actual costs.
- (c) Oak Creek will pay to the City of Milwaukee a fixed maintenance charge of Two Dollars and Sixty Cents (\$2.60) per Street Lighting Unit per month for each of the street lighting units in the lighting system located in Oak Creek. The maintenance charge shall be subject to periodic review at the option of Milwaukee, with adjustments made as necessary based on changing labor and material costs subject to review and consultation with Oak Creek. Oak Creek shall be notified of such adjustments at least thirty (30) days before the revised rates become effective.
- (d) Oak Creek will pay to Milwaukee its proportionate share of electrical energy costs for the operation of the Street Lighting Units installed within Oak Creek. Milwaukee will send Oak

Creek a monthly invoice for the Subject Area with the electrical rate, energy usage, and maintenance charge.

- (e) Oak Creek will pay for major maintenance and repairs to the street lighting system, which will be performed by Milwaukee upon issuance of individual service orders by Oak Creek. All major maintenance and repairs to the Street Lighting System shall be subject to review and approval by Oak Creek prior to Milwaukee undertaking major maintenance and repairs to the Street Lighting System.
- (f) Oak Creek agrees to promptly notify Milwaukee through its Department of Public Works (at the phone numbers listed below), of any damage, lamp outage, or malfunction of the street lighting equipment or related street lighting facilities.

Street lighting Dispatcher – 286-3015    Engineering Office – 286-3244

- (g) All payments due under this contract will be paid within thirty (30) days after receipt of invoice.

### **III. Other Provisions:**

- (a) This Agreement shall commence when fully executed by the authorized representatives of the municipalities and shall continue and be in force indefinitely unless terminated on six (6) months' written notice of either municipality to the other, provided, however, that no obligation or duty whatsoever arises under this contract on the part of Milwaukee until payment of final construction costs is made to Milwaukee as provided in Section II-b of this agreement.
- (b) Any amendments to this Agreement shall be in writing and signed by the parties.
- (c) Unless otherwise provided, any notice that by the terms of this Agreement must be given to any of the parties shall be in writing and shall be sent forwarded to:

To Milwaukee:  
Commissioner of Public Works  
City of Milwaukee  
Municipal Building  
841 North Broadway, Room 516  
Milwaukee, WI 53202

To Oak Creek:  
Engineering Department  
City of Oak Creek  
8640 South Howell Avenue  
Oak Creek, WI 53154

Any of the parties' addresses may be changed at any time by notice given to the other party as provided in this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF MILWAUKEE

\_\_\_\_\_  
COMMISSIONER OF PUBLIC WORKS \_\_\_\_\_ DATE

\_\_\_\_\_  
COMPTROLLER \_\_\_\_\_ DATE

Approved as to form and execution  
This \_\_\_ of \_\_\_\_\_, 2010

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

CITY OF OAK CREEK

Pamela S. Bauer      10/21/10  
CITY CLERK \_\_\_\_\_ DATE

Richard R. Bolender      10/22/10  
MAYOR \_\_\_\_\_ DATE

RWB: ns





## Legislation Details (With Text)

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**File #:** 101098      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to amend a funding agreement for the installation of traffic control signal and sign improvements on South 27th Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under a Highway Safety Improvement Program project in the 8th, 11th, and 13th Aldermanic Districts at an increased cost of \$31,043.95, with an increased grantor share of \$27,939.55, and an increased City share of \$3,104.40.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Cover Letter, Agreement for Construction, Project Unit Cost Analysis, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101098

**Version**

ORIGINAL

**Reference**

100735

**Sponsor**

THE CHAIR

**Title**

Resolution to amend a funding agreement for the installation of traffic control signal and sign improvements on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under a Highway Safety Improvement Program project in the 8<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup> Aldermanic Districts at an increased cost of \$31,043.95, with an increased grantor share of \$27,939.55, and an increased City share of \$3,104.40.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to amend a funding agreement for the installation of traffic control signal and sign improvements on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under a Highway Safety Improvement Program project in the 8<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup> Aldermanic Districts at an increased cost of \$31,043.95 or 27.4%, with an increased grantor share of \$27,939.55, and an increased City share of \$3,104.40. The total estimated cost of the entire project is \$414,114.00, with a grantor share of \$372,702.00 and a City share of \$41,412.00.

**Body**

Whereas, The Common Council has previously approved File Number 100735, which authorized the Commissioner of Public Works and the Comptroller to enter into a funding agreement with the Wisconsin Department of Transportation (WISDOT) for the installation of traffic signal and sign improvements on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under the 2011 Highway Safety Improvement Program; and

Whereas, Compliance with changes to the 2009 MUTCD has increased the cost of the project by requiring the relocation of existing signal equipment and the installation of additional overhead mast arm signals not accounted for in funding approved under Common Council File Number 100735; and

Whereas, The revised estimate cost is \$144,457.25, an increase of \$31,043.95, or 27.4% over the original estimated cost of \$113,413.30 for the installation of traffic signal and sign improvements; and

Whereas, Ninety percent of the participating project cost, or an increase of \$27,939.55 is reimbursable from WISDOT and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032100100; and

Whereas, Ten percent of the participating project cost, or an increase of \$3,104.40 is included in the Division's 2010 Capital Purpose Project/Grant Number ST320100000; and

Whereas, The increased costs for this project are greater than ten percent over the amount previously authorized, which requires further approval by the Common Council; and

Whereas, The State cannot proceed with any project cost overruns and/or changes in scope of more than 5% without prior Department of Public Works approval; and



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

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

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

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works and the Comptroller are authorized to amend a funding agreement with WISDOT for the installation of traffic control improvements on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue under a Highway Safety Improvement Program project with unit prices based on a predetermined estimate prepared under the Federal/State aided highway program, a copy of which is attached to this resolution, and is incorporated into this resolution as though set forth in full; and, be it

Further Resolved, That upon approval of this contract, the Commissioner of Public Works is directed to install and modify traffic control signals and signs at the intersections on South 27<sup>th</sup> Street at West Kinnickinnic River Parkway, West Oklahoma Avenue, West Ohio Avenue, West Morgan Avenue, and West Loomis Road; and, be it

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

Location:

Project I.D. 2265-12-90

ST320081115

South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320100000

\$3,104.40

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032100100

\$27,939.55

Total-\$31,043.95

Previously Authorized for Traffic Control Improvements-\$113,413.30

Current Estimated Cost of the Total Project Including this Resolution-\$414,114.00

Original Estimated Cost of the Total Project (Common Council Resolution File Number 071689)-\$414,114.00

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

RWB: ns

December 6, 2010

South 27<sup>th</sup> Street (Kinnickinnic River Pkwy to Howard Av)

December 6, 2010

To the Honorable, the Common Council

Subject: 2011 Highway Safety Improvement Program  
South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a  
Point north of West Howard Avenue

Dear Council Members:

The 2011 Highway Safety Improvement Program includes the improvement of traffic control signals and signs on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue. The Federal Program provides cost participation for the improvement of traffic control signals and signs on South 27<sup>th</sup> Street at West Kinnickinnic River Parkway, West Oklahoma Avenue, West Ohio Avenue, West Morgan Avenue, and West Loomis Road.

Compliance costs associated with the 2009 Manual on Uniform Traffic Control Devices have led to a 27.4 percent increase or \$31,043.95, for traffic signal and sign improvements over the \$113,413.30 previously authorized under Common Council File Number 100735. The total estimated cost of the project has increased to \$144,457.25, with an estimated grantor share of \$130,011.52 and an estimated City share of \$14,445.73.

We have, therefore, prepared the attached resolution, which authorizes the Commissioner of Public Works to execute an amended Local Force Account (LFA) – State agreement with WISDOT that allows City forces to install and/or modify traffic control signals and signs on South 27<sup>th</sup> Street from a point north of West Kinnickinnic River Parkway to a point north of West Howard Avenue in the 8<sup>th</sup>, 11<sup>th</sup>, and 13<sup>th</sup> Aldermanic Districts.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns  
Attachment

c: Alderman Robert G. Donovan  
Alderman Joseph Dudzik  
Alderman Terry L. Witkowski

# AGREEMENT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 5/2010

Project ID 2265-12-90	Agreement Amount \$144,457.25	<b>Agreement between WisDOT and Local Governmental Unit</b> – Also must be doing the work <input checked="" type="checkbox"/> Municipality
Road Name S. 27 <sup>th</sup> St. - a point north of W. KK River Pkwy. to a point north of W. Howard Av.		<input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of
Highway STH 241	County – Where Work Performed Milwaukee	<input type="checkbox"/> County of
<input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Agreement to BHO)		<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD)
<input checked="" type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO)		
Type of Work Traffic Signals		
Approximate Start Work Date February 1, 2011		Approximate Stop Work Date June 30, 2011

This agreement is made and entered into by and between the Wisconsin Department of Transportation, designated the "Department", and the above-identified county or municipality, designated the "Local Governmental Unit", represented by its designees for constructing the above-specified project. The Department finds and determines that it is more feasible and advantageous for highway purposes to construct the identified project with the Local Governmental Unit's organization, forces, and equipment. The Department and Local Governmental Unit mutually agree to the provisions on the attached pages, which are made a part of this agreement.

### Recommended for Approval

#### For County or Municipality

#### For Wisconsin Department of Transportation

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Regional Director) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

#### Approved for the State of Wisconsin

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Contract Specialist) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Director of Project Development) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Governor of Wisconsin) (Date)

The Local Governmental Unit agrees to construct the described project in accordance with the requirements of the Department, the approved plans when required for such project, in accordance with the Standard Specifications for Road and Bridge Construction and approved supplements as may be applicable, and in accordance with the special provisions made a part of this agreement. The word "contractor" as used in the specifications and special provisions shall, when applicable, be deemed to mean the Local Governmental Unit.

The provisions of Subsection 108.11 of the Standard Specifications, Liquidated Damages, are deleted from this agreement.

The Local Governmental Unit is authorized by the Department and agrees to provide for the purchase, delivery, and storing of all materials required except those excluded from this agreement, the furnishing or necessary rental of all equipment and small tools, and the furnishing of all labor necessary to expeditiously complete the work, and to pay all costs incurred pursuant to this agreement.

The Department agrees to reimburse the Local Governmental Unit for actual costs of equipment, labor and materials incurred in performing the work up to the agreement amount or as amended by agreement change orders.

The Department agrees to pay to the Local Governmental Unit and the Local Governmental Unit agrees to accept in full, settlement for the work performed under this agreement:

1. The actual cost of labor, at rates currently paid by the Local Governmental Unit for similar work in the area, materials and incidental expense furnished or incurred by the Local Governmental Unit pursuant to this agreement, such payment to be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.
2. The recognized costs incident to the employment of labor under this agreement (such as worker's compensation insurance, unemployment and retirement contributions and time off with pay) computed and requisitioned in accordance with established policy.
3. An allowance for the use of equipment, tools and incidentals for the work under this agreement. Such allowance shall be in accordance with the provisions of, and at the rates either:

- (a) Specified in the Cost Agreement between the Department and the Local Governmental Unit in effect when the work is performed, except for the conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this agreement; or,
- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this agreement.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.

The rates established apply on equipment in good working order. Allowance will be made only for the time during which the equipment is in actual use on the project; no allowance will be made for equipment wholly inadequate or inefficient or in excess of the requirements of the work.

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

The Local Governmental Unit agrees to furnish, on the Detailed Statement of Expenditures, an accurate distribution of the costs between the various items of work.

The estimated unit costs of materials being used on this agreement are listed as attached.

## PROJECT UNIT COST ANALYSIS

### ESTIMATE OF QUANTITIES

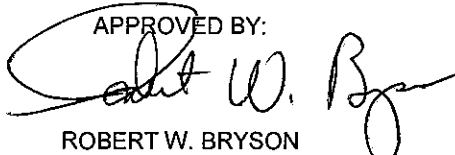
PROJECT ID 2265-12-90

S. 27TH ST. - A POINT NORTH OF W. KK RIVER PKWY. TO A POINT NORTH OF W. HOWARD AV.  
 STH 241  
 MILWAUKEE COUNTY

Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71036C	SPV.0060.001	30"x36" Blankout Overhead Sign	Each	3	\$ 8,130.42	\$ 3,006.53	\$ 9,019.60
71057	658.0215	Backplates Signal Face 3 Section 12-inch	Each	19	\$ 794.60	\$ 66.52	\$ 1,263.90
71060	658.0120	Traffic Signal Face 5-12 Inch Vertical	Each	2	\$ 1,127.46	\$ 1,008.32	\$ 2,016.64
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	38	\$ 13,970.07	\$ 614.63	\$ 23,355.84
71064RL	SPV.0060.002	12" Red LED Module	Each	46	\$ 1,988.27	\$ 92.62	\$ 4,260.61
71064YL	SPV.0060.003	12" Yellow LED Module	Each	46	\$ 3,061.89	\$ 115.96	\$ 5,334.23
71064GL	SPV.0060.004	12" Green LED Module	Each	42	\$ 2,892.25	\$ 118.26	\$ 4,967.00
71064GAL	SPV.0060.005	12" Green Arrow LED Module	Each	24	\$ 1,251.99	\$ 101.57	\$ 2,437.56
71064YAL	SPV.0060.006	12" Yellow Arrow LED Module	Each	19	\$ 804.82	\$ 91.76	\$ 1,743.42
71064RAL	SPV.0060.007	12" Red Arrow LED Module	Each	6	\$ 259.88	\$ 92.71	\$ 556.27
71065	658.0500	Pedestrian Push Buttons	Each	28	\$ 1,136.10	\$ 139.37	\$ 3,902.43
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	34	\$ 5,918.80	\$ 322.28	\$ 10,957.48
71067	SPV.0060.008	Pedestrian Countdown Signal Face 12-Inch	Each	34	\$ 5,877.60	\$ 321.07	\$ 10,916.28
71156	SPV.0090.001	Cable Traffic Signal Loop Lead-In	LF	40	\$ 14.57	\$ 2.83	\$ 113.37
71171	655.0260	Cable Traffic Signal 12-14 AWG	LF	165	\$ 154.53	\$ 3.41	\$ 562.07
71172	SPV.0090	Cable Traffic Signal 17-14 AWG	LF	880	\$ 1,209.27	\$ 3.84	\$ 3,382.82
71179	657.0625	Luminaire Arms Single Member 6-Inch Clamp 6-FT	Each	18	\$ 1,457.87	\$ 229.19	\$ 4,125.41
71190	SPV.0060.009	Mast Arm Fabricated	Each	12	\$ 829.86	\$ 1,560.42	\$ 18,725.08
71191	SPV.0060.010	Mast Arm Pole	Each	12	\$ 21,742.52	\$ 2,335.60	\$ 28,027.20
71196	SPV.0060.011	Signal Standard Fabricated	Each	1	\$ 614.69	\$ 1,059.30	\$ 1,059.30
71198	SPV.0060.012	Signal Standard 1' Extension	Each	4	\$ 228.37	\$ 106.49	\$ 425.97
71700	SPV.0060.013	Signal Housing Relocated	Each	20	\$ 342.00	\$ 313.49	\$ 6,269.86
73299	637.0202	Signs Reflective Type II	Sq Ft	75	\$ 532.19	\$ 13.80	\$ 1,034.91

TOTAL CITY COST \$ 144,457.25  
 TOTAL EXCLUDED COSTS \$ 74,340.02

APPROVED BY:



ROBERT W. BRYSON  
 CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
 TRAFFIC AND LIGHTING DESIGN UNIT

JOSEPH C. BLAKEMAN  
 REVISED: NOVEMBER 29, 2010

\* Please note that the Total City Cost includes the embedded costs of mobilization, traffic control, mounting hardware, equipment removal, and construction staking electrical installations which are included in the times used for calculating City Unit Costs on the attached worksheets.

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

The Comptroller's Office has reviewed Common Council Resolution File No. \_\_\_\_\_ for amended agreement for the additional cost for the installation of traffic control improvements on South 27<sup>th</sup> Street from a point north of W Kinnickinnic River Parkway to a point north of W Howard Ave (City Share \$3,104.40; Grantor Share \$27,939.55) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature:           *C. Wisniewski*          

Date:           12/15/10







## Legislation Details (With Text)

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**File #:** 101034      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution directing the proper City Officers to execute Sewer Easement and Agreement SE-2821, located near West Mount Vernon Avenue, North 21st Street and North 25th Street.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, SEWER EASEMENTS

**Attachments:** Cover Letter, Sewer Easement and Agreement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101034

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Resolution directing the proper City Officers to execute Sewer Easement and Agreement SE-2821, located near West Mount Vernon Avenue, North 21st Street and North 25th Street.

**Analysis**

This resolution authorizes and directs the proper City Officers to execute Sewer Easement and Agreement SE-2821, located near West Mount Vernon Avenue, North 21st Street and North 25th Street.

**Body**

Whereas, Giuffre VIII is the owner of a development known as City Lights; and

Whereas, As part of the City Lights development, Giuffre VIII has agreed to install four bio-filtration facilities; and

Whereas, The bio-filtration devices will provide treatment of storm water runoff from public right-of-way in West Mt. Vernon Avenue and North 21st Street; and

Whereas, Private sewers owned by Giuffre VIII will convey flow from public right-of- way in West Mt. Vernon Avenue; and

Whereas, Four 8-inch diameter City storm sewers are proposed to be located on private land as a part of the City Lights development; and

Whereas, A sewer easement and agreement will be required to assign maintenance responsibilities for the private sewer, bio-filtration facilities and 8-inch diameter City storm sewers located on private land; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the proper City Officers are hereby authorized and directed to execute Sewer Easement and Agreement SE-2821, a copy of which is attached to the Common Council Resolution File Number 101034 and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said sewer easement and agreement document has been executed by the proper City Officers, it shall be forwarded to the office of the City Attorney for approval as to form and execution and then to the Department of Public Works for recording and proper distribution.

**Drafter**

Department of Public Works  
Infrastructure Services Division  
Environmental Section  
TJT/RTP  
November 22, 2010



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

November 22, 2010

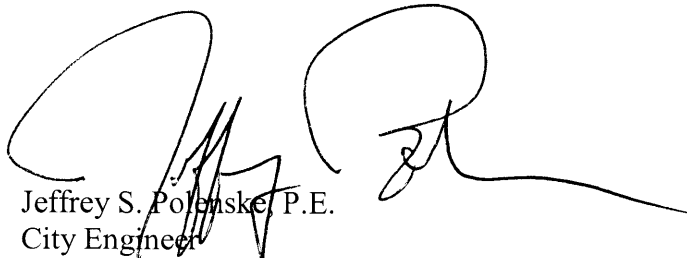
To the Honorable, the Common Council

Dear Council Members:


Attached is a resolution authorizing and directing the proper City officers to sign Sewer Easement and Agreement SE-2821. The sewer easement areas are located near West Mount Vernon Avenue, North 21<sup>st</sup> Street and North 25<sup>th</sup> Street. An easement and agreement is necessary to allow the City of Milwaukee to maintain proposed 8" storm sewers and assign maintenance responsibilities to the developer for proposed bio-filtration areas.

We recommend adoption of the attached resolution.

Very truly yours,



Jeffrey S. Polenske, P.E.  
City Engineer



Jeffrey J. Mantes, P.E.  
Commissioner of Public Works

TJT TJT: lvp

Attachments

RTP: 3-5

Sewer Easement and  
Agreement  
SE-2821

Document Number

Please return Document to:

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

Irregularly shaped easements  
located near West Mount Vernon  
Avenue, North 21<sup>st</sup> Street and  
North 25<sup>th</sup> Street

Recording Area

400-9995-117

Parcel ID Number

**SEWER EASEMENT and AGREEMENT**

**THIS INDENTURE**, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and Giuffre VIII, LLC, (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter called "Grantor".

**WITNESSETH**

That, **WHEREAS**, The City desires to acquire a permanent EASEMENT as shown on the attached Exhibit "A", with the right of entry in and across the property hereinafter described, with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the following facilities and all other related appurtenances, hereinafter called "FACILITIES", in said property, namely 8-inch diameter storm sewers; and

**WHEREAS**, The Grantor, as part of the City Lights development and as part of the Development Agreement (City Lights Project), shall construct catch basins and sewers to collect runoff from the proposed public right of ways of West Mt. Vernon Avenue and in North 21<sup>st</sup> Street; and

**WHEREAS**, Once the development is completed, the City of Milwaukee shall take ownership of the catch basins and sewers; and

**WHEREAS**, Some of said catch basins shall be connected to biofiltration areas owned and maintained by the Grantor in West Mt. Vernon Avenue at a point approximately 450 feet west and 320 feet west of the east line of North 21<sup>st</sup> Street, and in North 21<sup>st</sup> Street at a point approximately 200 feet north and 135 feet north of the south line of West Mt. Vernon Avenue as shown on the attached Exhibit "A"; and

**WHEREAS**, The Grantor shall construct manholes at the locations where the drainage from the West Mt. Vernon Avenue road right of way enters the private sewers as shown on Exhibit "B"; and

**WHEREAS**, The Grantor has agreed to the public sewers being connected to the private sewers for public drainage purposes; and

**WHEREAS**, The Grantor shall keep in good order the sewers into which drainage from the public right of discharges as shown on Exhibit "B"; and

**NOW, THEREFORE**, in consideration of the grant of the EASEMENT and of the mutual covenants and conditions for aforementioned FACILITIES and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner interested in the land hereinafter described, does hereby grant unto the City a permanent EASEMENT for aforementioned FACILITIES, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the FACILITIES in and across the bio-filtration facilities and a 10 foot-wide strip of land, running the length of each 8-inch diameter storm sewer and centered on the centerline of each 8-inch storm sewer, at the Grantor's property located in that part of the Southwest ¼ (SW ¼) of Section 30, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as shown on the attached Exhibit "A".

The above described permanent EASEMENT is a part of Tax Key Number 400-9995-117.

### UPON CONDITION:

1. That said FACILITIES in the EASEMENT shall be maintained and kept in good order and condition by the City.

2. That no structures may be placed within the limits of the EASEMENT by the Grantor excepting that improvements such as lawns, concrete walks, roadways, driveways, storm drains and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, storm drains and parking lot surfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENT.

3. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to said FACILITIES, so much of the surface or subsurface of the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance: except that the City will in no case be responsible for replacing or paying for replacing any improvements other than lawns, concrete walks, roadways, driveways, bio-filtration areas, storm drains and parking lot surfacing, which were required to be removed in the course of doing the above work. However, the City shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work with respect to said FACILITIES; provided, however, that if above loss, damage, injury or liability results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.

4. That, in connection with the construction by the Grantor of any structure or building abutting said EASEMENT, the Grantor will assume all liability for any damage to the FACILITIES in the abovedescribed property. The Grantor will also save and keep the city clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the City, arising out of the construction by the Grantor of any structure or building abutting the said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.

5. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforedescribed property. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforedescribed EASEMENT, the regular and customary connection permit fee in effect at the time of application shall be paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be paid.

6. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.

7. That the Grantor shall submit plans for all surface grade alterations which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

8. That the Grantor shall be responsible for adjusting the elevations of all sewer appurtenances necessitated by alteration of surface elevations within the aforedescribed property. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of the Commissioner of Public Works of the City.

9. That the Grantor's bio-infiltration facilities and all associated appurtenances in the bio-infiltration area on the Grantor's property, other than the 8-inch diameter storm sewers, shall be maintained and kept in good order and condition by the Grantor to maintain uninterrupted surface drainage at no cost to the City. The Grantor acknowledges that the City shall have no obligation to maintain the Grantor's bio-infiltration facilities or any associated appurtenances in the bio-infiltration area on the Grantor's property, other than the 8-inch diameter storm sewers, and the Grantor expressly stipulates and agrees to release the City from any and all claims or demands for damages, costs, loss of use expenses, consequential damage, or any other thing whatsoever arising out of the maintenance or use of the bio-infiltration areas for storm water drainage purposes.

10. That all sewer and structures on the Grantor's property, other than the 8-inch diameter storm sewers in the bio-infiltration areas, into which drainage from the public rights of way discharges shall be kept in good order and condition by the Grantor to maintain uninterrupted surface drainage at no cost to the City.

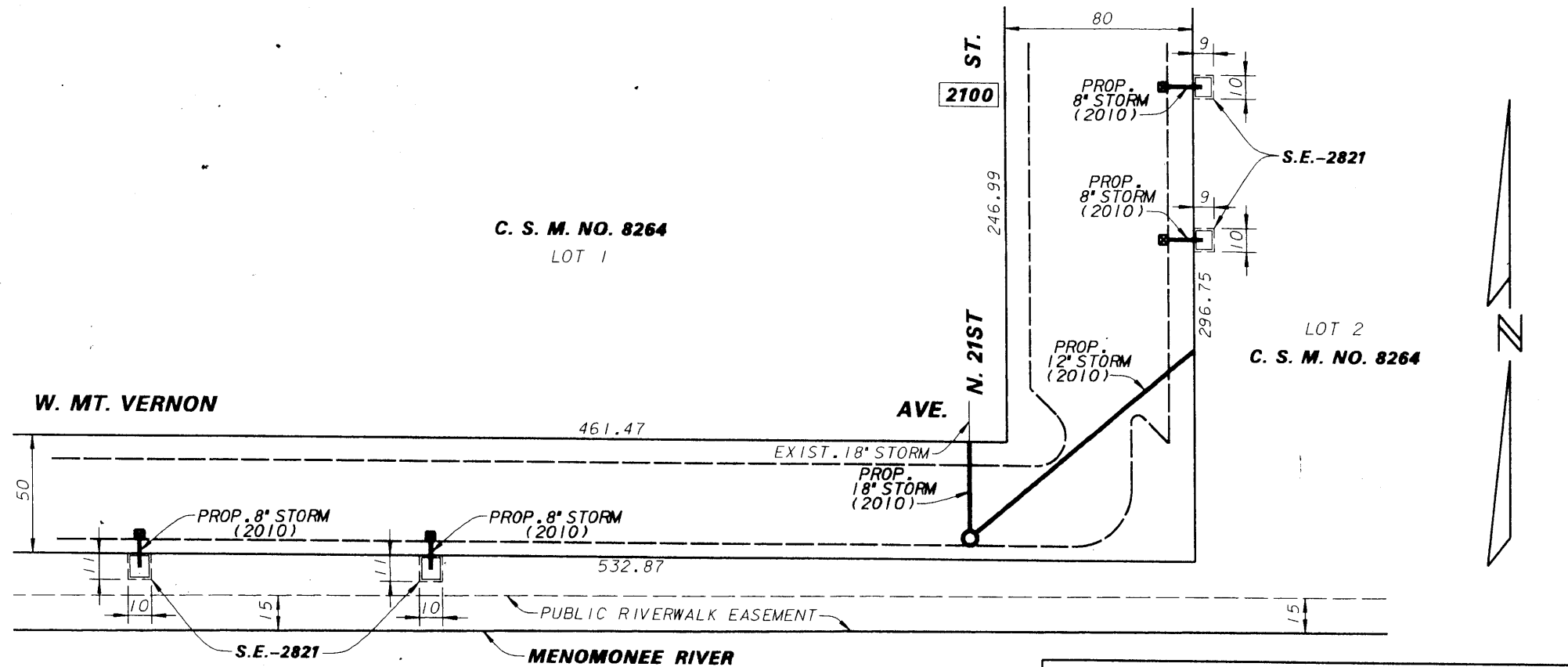
11. That any and all associated costs of constructing and connecting the proposed catch basins and sewers shall be borne by the Grantor at no cost to the City as part of the Development Agreement (City Lights Project) with the City.

12. That this agreement shall extend to and apply to both parties, City and Grantor, including heirs, personal representatives, successors or assigns, as may be or may become applicable.









**EXHIBIT "A"**

<b>ENVIRONMENTAL ENGINEERING SECTION</b> INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN			
<b>PLAN OF SEWER EASEMENT</b>			
AREA IN SW. 1/4 SEC. 30, T. 7 N., R. 22E.			
<b>W. MT. VERNON AVENUE AND N. 21ST STREET</b>			
SCALE 1" = 50'	ATLAS PAGE NO. 400	EASE NO. SE-2821	
DRAWN BY SIMPSON/CORNE	CHK'D BY S. BEZEL	W.O. NO. TD87304839	
APPROVED <i>Timothy J. Johnson</i>		DATE 10/5/10	
APPROVED <i>[Signature]</i>		FILE NO. 198-6-93	

2300

2200

C. S. M. NO. 8264

LOT 1

W. MT. VERNON  
R\* 2058.14  
163.49

R\* 142  
106.59

PROP.  
12" STORM  
(2010)

37.17

EXIST.  
15" STORM

269.69

PROP.  
15" STORM  
(2010)

78

PROP.  
18" STORM  
(2010)

54.79

PEDESTRIAN EASEMENT

R\* 1697.67  
170.89

R\* 210  
62.74

31.81

EXIST.  
15" STORM

R\* 210  
62.74

PROP.  
12" STORM  
(2010)

19.83

229.41

PROP.  
18" STORM  
(2010)

32.04

PROP.  
18" STORM  
(2010)

10

AVE.

461.47

N. 21ST ST.

LOT 2

C. S. M. NO. 8264

PROP.  
18" STORM  
(2010)

EXIST.  
20" STORM

6.44

32.90

PROP.  
12" STORM  
(2010)

PROP.  
12" STORM  
(2010)

50

532.87

EXHIBIT "B"



**ENVIRONMENTAL ENGINEERING SECTION**  
INFRASTRUCTURE SERVICES DIVISION  
DEPARTMENT OF PUBLIC WORKS  
MILWAUKEE, WISCONSIN

**PLAN OF SEWER EASEMENT**

AREA IN SW 1/4 SEC. 30, T. 7 N., R. 22E.

W. MT. VERNON AVENUE AND WEST OF N. 21ST STREET

SCALE 1" = 50' ATLAS PAGE NO. 400 EASE. NO. SE-2621

DRAWN BY SIMPGRAPHOME CH'KD. BY S. BEHELE W.O. NO. TD67304630

APPROVED *Timothy J. Ther* DATE 10/5/10

APPROVED *[Signature]* FILE NO. 198-6-84





## Legislation Details (With Text)

---

**File #:** 101057      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works and Comptroller to execute two State/Municipal Agreements with the Wisconsin Department of Transportation for roadway and traffic signal improvements and to fund preliminary engineering for these two projects in the 7th and 15th Aldermanic Districts with a total estimated cost of \$116,000, with an estimated grantor share of \$38,700, and an estimated City share of \$77,300.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, INTERGOVERNMENTAL AGREEMENTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Cover Letter, Agreements, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101057

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution authorizing the Commissioner of Public Works and Comptroller to execute two State/Municipal Agreements with the Wisconsin Department of Transportation for roadway and traffic signal improvements and to fund preliminary engineering for these two projects in the 7<sup>th</sup> and 15<sup>th</sup> Aldermanic Districts with a total estimated cost of \$116,000, with an estimated grantor share of \$38,700, and an estimated City share of \$77,300.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to execute two State/Municipal Agreements with the Wisconsin Department of Transportation for the programming and construction of roadway and traffic signal improvements using Highway Safety Improvement Program funds for projects in the 7<sup>th</sup> and 15<sup>th</sup> Aldermanic Districts. The total estimated cost of both projects is \$408,000 with a grantor share of \$301,500, and a City share of \$106,500. The total estimated preliminary engineering cost for both projects is \$116,000, with a grantor share of \$38,700 and a City share of \$77,300. Approval of construction costs will be in a future resolution.

**Body**

Whereas, The submittal of a Highway Safety Improvement Program (HSIP) grant application for North Sherman Boulevard (4 intersections) to the Wisconsin Department of Transportation (WISDOT) was approved by the Common Council under File Number 080404; and

Whereas, Safety improvements at four intersections on North Sherman Boulevard were identified by the American Automobile Association under a Roadway Improvement Demonstration Project study; and

Whereas, The original HSIP grant application was split into two projects because the intersection of West Fond du Lac Avenue and North Sherman Boulevard is on the Connecting Highway System; and

Whereas, Median improvements will be made at the intersections of North Sherman Boulevard at West Lloyd Street, West Lisbon Avenue, West Center Street, and West Fond du Lac Avenue to reduce the number of crashes involving left-turning vehicles; and

Whereas, Traffic signal improvements will be made to reduce the number of right-angle, rear-end, and pedestrian-related crashes; and

Whereas, Preliminary approval has been requested and received from WISDOT, along with two State/Municipal Agreements to be executed by the City of Milwaukee, for the programming and construction of two projects under the 2011 HSIP; and

Whereas, WISDOT has submitted two State/Municipal Agreements for execution by the City of Milwaukee for the design and construction of:

Project I.D. 2155-03-00/70/90  
North Sherman Boulevard (3 intersections)  
West Lloyd Street, West Lisbon Avenue, & West Center Street

Milwaukee County

Project I.D. 2155-03-01/71/91  
West Fond du Lac Avenue (STH 145) and  
North Sherman Boulevard  
Milwaukee County

; and

Whereas, Additional Department of Public Works funding of \$73,000 will be needed to complete the preliminary engineering for the two projects that was not anticipated at the time of the application; and

Whereas, The State cannot proceed with any project cost overruns and/or changes in scope of more than 5% without prior Department of Public Works approval; and

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

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

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

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works and the Comptroller are authorized to execute two State/Municipal Agreements for the programming and the design/construction of aforementioned projects with Highway Safety Improvement Program funds, copies of which are attached to and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That the proper City of Milwaukee official is hereby directed to undertake preliminary engineering for the above-mentioned projects and to reimburse WISDOT for preliminary engineering costs they incur for the improvements; and, be it

Further Resolved, That Department of Public Works shall request in a future resolution funding for the construction phases of the two projects, and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield Values for preliminary engineering for the project (expenditure) and transfer to any of these accounts the amount required under this grant agreement and City Accounting policy, but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share or \$5,000, whichever is greater as follows:

Project I.D. 2155-03-00/70/90  
North Sherman Boulevard (3 intersections)  
West Lloyd Street, West Lisbon Avenue, and West Center Street  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320100000  
\$52,300

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-SP032100100  
\$20,700

Total-\$73,000

Project I.D. 2155-03-01/71/91  
West Fond du Lac Avenue (STH 145) and  
North Sherman Boulevard  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320100000  
\$25,000

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-SP032100100  
\$18,000

Total-\$43,000

Total Cost of Preliminary Engineering-\$116,000

Previously Authorized for Preliminary Engineering-\$0  
Current Estimated Cost of the Total Project Including this Resolution-\$408,000  
Original Estimated Cost of the Total Project-\$335,000

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

RWB: ns

December 3, 2010



December 3, 2010

To the Honorable, the Common Council

Subject: Highway Safety Improvement Program  
Two Projects on North Sherman Boulevard, Milwaukee County

Dear Council Members:

The Wisconsin Department of Transportation (WISDOT) has transmitted two attached State/Municipal Agreements to be executed by the City of Milwaukee for programming and construction of roadway and traffic signal improvements on North Sherman Boulevard at West Fond du Lac Avenue, West Center Street, West Lisbon Avenue, and West Lloyd Street.

The proposed improvements will increase vehicle and pedestrian safety at the intersections identified. The total estimated cost of the two projects is \$408,000, with a grantor share of \$301,500 and a City share of \$106,500. The estimated preliminary engineering cost of the two projects is \$116,000, with a grantor share of \$38,000 and a City share of \$77,300 which includes an additional \$73,000 of Department of Public Works funding needed to complete preliminary engineering that was not anticipated at the time of the application.

We have prepared and recommend adoption of the attached resolution authorizing the Commissioner of Public Works and the City Comptroller to execute the two State/Municipal Agreements. The resolution also directs the City Comptroller to transfer funds to the project sub-account for the City's share of preliminary engineering costs.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns  
Attachment

c: Alderman Willie C. Wade  
Alderman Willie L. Hines

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: December 6, 2010  
 ID: 2155-03-01/71/91  
 Description: W. Fond Du Lac Ave. (STH 145) & N. Sherman Blvd.  
 City of Milwaukee  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

The use of post mounted signals at the intersection and 8" lenses reduce signal visibility. The absence of stop bars on all approaches causes vehicles to encroach into crosswalks and the absence of pedestrian countdown timers increase pedestrian vehicle conflicts at the end of green signal phases. The existing left-turn bays provide poor offsets left turning vehicles.

**Proposed Improvement - Nature of work:**

Stop bars will be painted on all approaches. The traffic signals will be upgraded to 12" lenses, far-right overhead mast arms will be installed on all approaches, and backplates with reflective boarders will be installed on far side signal indications. Pedestrian indications will be upgraded to 12" combination "Walk/Don't Walk" indications and countdown timers will be installed. Median modifications as indicated in the application.

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Phase	Estimated Cost				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
Design (2155-03-01)	\$20,000	\$18,000	90%	\$2,000	10%
Construction (2155-03-71)	\$65,000	\$58,500	90%	\$6,500	10%
Traffic (2155-03-91)	\$25,000	\$22,500	90%	\$2,500	10%
<b>Total Cost Distribution</b>	<b>\$110,000</b>	<b>\$99,000</b>		<b>\$11,000</b>	

*The total federal participation shall be limited to \$18,000 for design, \$58,500 for construction, and \$22,500 for traffic. Costs in excess of this amount shall be the responsibility of the municipality.*

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

<b>Signed for and on behalf of the City of Milwaukee</b>	
Signature	Title Commissioner of Public Works
Name Jeffrey J. Mantes	Date
<b>Signed for and on behalf of the City of Milwaukee</b>	
Signature	Title Comptroller
Name W. Martin Morics	Date

*-Terms and Conditions Begin on the Next Page-*

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - c. Conditioning, if required, and maintenance of detour routes.
  - d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

- e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, except as provided in Paragraph 3 above.
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. Basis for local participation: 90% Federal; balance by Municipality for construction, as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations.

(End of Document)

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: December 6, 2010  
 ID: 2155-03-00/70/90  
 Description: N. Sherman Blvd. (3 Intersections), W. Lloyd St, W. Lisbon Ave., & W. Center St.  
 City of Milwaukee  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

The use of post mounted signals at the intersections and 8" lenses reduce signal visibility. The absence of stop bars on all approaches causes vehicles to encroach into crosswalks and the absence of pedestrian countdown timers increase pedestrian vehicle conflicts at the end of green signal phases. The existing left-turn bays provide poor offsets left turning vehicles.

**Proposed Improvement - Nature of work:**

Stop bars will be painted on all approaches. The traffic signals will be upgraded to 12" lenses, far-right overhead mast arms will be installed on all approaches, and backplates with reflective boarders will be installed on far side signal indications. Pedestrian indications will be upgraded to 12" combination "Walk/Don't Walk" indications and countdown timers will be installed. Median modifications as indicated in the application.

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Phase	Estimated Cost				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
Design (2155-03-00)	\$23,000	\$20,700	90%	\$2,300	10%
Construction (2155-03-70)	\$147,000	\$132,300	90%	\$14,700	10%
Traffic (2155-03-90)	\$55,000	\$49,500	90%	\$5,500	10%
<b>Total Cost Distribution</b>	<b>\$225,000</b>	<b>\$202,500</b>		<b>\$22,500</b>	

*The total federal participation shall be limited to \$20,700 for design, \$132,300 for construction, and \$49,500 for traffic. Costs in excess of this amount shall be the responsibility of the municipality*

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

<b>Signed for and on behalf of the City of Milwaukee</b>	
Signature	Title Commissioner of Public Works
Name Jeffrey J. Mantes	Date
<b>Signed for and on behalf of the City of Milwaukee</b>	
Signature	Title Comptroller
Name W. Martin Morics	Date

*-Terms and Conditions Begin on the Next Page-*

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - c. Conditioning, if required, and maintenance of detour routes.
  - d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.



- e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
  - b. Prohibit angle parking.
  - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
  - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, except as provided in Paragraph 3 above.
  - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. Basis for local participation: 90% Federal; balance by Municipality for construction, as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations.

(End of Document)

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

The Comptroller's Office has reviewed Common Council Resolution File No. 101257 for preliminary design of traffic signal improvements N Sherman Blvd , W Lloyd St, W Lisbon Ave and W Center St intersections, and W Fond du Lac Ave and N Sherman Blvd intersection (City Share \$77,300; Grantor Share \$38,700) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wisniewski

Date: 12-7-10





## Legislation Details (With Text)

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**File #:** 101100      **Version:** 0

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

**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works and Comptroller to execute three State/Municipal Agreements with the Wisconsin Department of Transportation for traffic signal improvements and to fund preliminary engineering for these three projects in various Aldermanic Districts with a total estimated cost of \$255,000, with an estimated grantor share of \$229,500, and an estimated City share of \$25,500.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, INTERGOVERNMENTAL AGREEMENTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Cover Letter, Agreements, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

101100

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution authorizing the Commissioner of Public Works and Comptroller to execute three State/Municipal Agreements with the Wisconsin Department of Transportation for traffic signal improvements and to fund preliminary engineering for these three projects in various Aldermanic Districts with a total estimated cost of \$255,000, with an estimated grantor share of \$229,500, and an estimated City share of \$25,500.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to execute three State/Municipal Agreements with the Wisconsin Department of Transportation for the programming and construction of traffic signal improvements using Highway Safety Improvement Program funds for three projects in various Aldermanic Districts. The total estimated cost of the projects is \$2,838,500 with a grantor share of \$2,554,650, and a City share of \$283,850. The total estimated preliminary engineering cost for these two projects is \$255,000, with a grantor share of \$229,500 and a City share of \$25,500. Approval of construction costs will be in a future resolution.

**Body**

Whereas, The submittal of three Highway Safety Improvement Program (HSIP) grant applications for the installation of pedestrian countdown timers at the remaining 365 signalized intersections Citywide (Grants #4-#6) to the Wisconsin Department of Transportation (WISDOT) was approved by the Common Council under File Number 091368; and

Whereas, The installation of pedestrian countdown timers at traffic signals provide pedestrians the amount of time remaining in the flashing Don't Walk phase prior to the start of the yellow change interval, thereby reducing conflicts between pedestrians and vehicles and improving pedestrian safety; and

Whereas, The installation of pedestrian countdown timers at the remaining 365 signalized intersections Citywide will complete the upgrade of pedestrian signals at all City of Milwaukee traffic signals, making the City of Milwaukee compliant with the 2009 Manual on Uniform Traffic Control Devices (MUTCD); and

Whereas, Preliminary approval has been requested and received from WISDOT, along with three State/Municipal Agreements to be executed by the City of Milwaukee, for the programming and construction of two projects under the 2011 HSIP; and

Whereas, WISDOT has submitted three State/Municipal Agreements for execution by the City of Milwaukee for the design and construction of:

Project I.D. 2967-00-05  
Countdown Timers #4 City of Milwaukee  
116 Local Street Intersections  
Milwaukee County

Project I.D. 2967-00-04  
Countdown Timers #5 City of Milwaukee

119 Local Street Intersections  
Milwaukee County

Project I.D. 2967-00-02  
Countdown Timers #6 City of Milwaukee  
130 Connecting Highway Intersections  
Milwaukee County

; and

Whereas, The State cannot proceed with any project cost overruns and/or changes in scope of more than 5% without prior Department of Public Works approval; and

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the Comptroller are authorized to execute three State/Municipal Agreements for the programming and the design/construction of aforementioned projects with Highway Safety Improvement Program funds, copies of which are attached to and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That the proper City of Milwaukee official is hereby directed to undertake preliminary engineering for the above-mentioned projects and to reimburse WISDOT for preliminary engineering costs they incur for the improvements; and, be it

Further Resolved, That Department of Public Works shall request in a future resolution funding for the construction phases of the three projects; and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield Values for preliminary engineering for the projects (expenditure) and transfer to any of these accounts the amount required under these grant agreements and City Accounting policy, but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share or \$5,000, whichever is greater as follows:

Project I.D. 2967-00-05  
Countdown Timers #4 City of Milwaukee  
116 Local Street Intersections  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333  
Project/Grant Number-ST320100000  
\$8,500

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-SP032100100  
\$76,500

Total-\$85,000

Project I.D. 2967-00-04  
Countdown Timers #5 City of Milwaukee  
119 Local Street Intersections  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320100000  
\$8,500

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-SP032100100  
\$76,500

Total-\$85,000

Project I.D. 2967-00-02  
Countdown Timers #6 City of Milwaukee  
130 Connecting Highway Intersections  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320100000  
\$8,500

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-SP032100100  
\$76,500

Total-\$85,000

Total Cost of Preliminary Engineering-\$255,000

Previously Authorized for Preliminary Engineering-\$0

Current Estimated Cost of the Total Projects Including this Resolution-\$2,838,500

Original Estimated Cost of the Total Projects-\$2,838,500

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

RWB: ns

December 9, 2010



December 9, 2010

To the Honorable, the Common Council

Subject: Highway Safety Improvement Program  
Installation of Pedestrian Countdown Timers at  
Three Hundred Sixty Five Intersections Citywide

Dear Council Members:

The Wisconsin Department of Transportation (WISDOT) has transmitted three attached State/Municipal Agreements to be executed by the City of Milwaukee for programming and construction of traffic signal improvements at 365 intersections Citywide.

The installation of pedestrian countdown timers at 365 signalized intersections will improve pedestrian safety by providing the amount of time remaining in the flashing Don't Walk phase prior to the start of the yellow change interval, decreasing conflicts between pedestrians and vehicles. The total estimated cost of the three projects is \$2,838,500, with a grantor share of \$2,554,650 and a City share of \$283,850. The estimated preliminary engineering cost of the two projects is \$255,000, with a grantor share of \$229,500 and a City share of \$25,500.

We have prepared and recommend adoption of the attached resolution authorizing the Commissioner of Public Works and the City Comptroller to execute three State/Municipal Agreements. The resolution also directs the City Comptroller to transfer funds to the project sub-account for the City's share of preliminary engineering costs.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns  
Attachment

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: November 23, 2010  
 ID: 2967-00-05/95  
 Description: Countdown Timers #4  
 City of Milwaukee  
 Limits: 116 Local Street Intersections  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

Existing walk/don't walk signals do not have time remaining display, causing confusion and conflict.

**Proposed Improvement - Nature of work:**

Install countdown timers at 116 Local Street Intersections (identified on page 4 of this agreement)

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

<b>Estimated Cost</b>					
	<b>Total Estimated Cost</b>	<b>Federal Funds</b>	<b>%</b>	<b>Municipal Funds</b>	<b>%</b>
<b>Design (-00) *</b>	\$85,000	\$76,500	90%	\$8,500	10%
<b>Construction (-70)</b>	\$0	\$0	90%	\$0	10%
<b>Signals(-90) LFA *</b>	\$816,700	\$735,030	90%	\$81,670	10%
<b>Forestry (-97)</b>	\$0	\$0	90%	\$0	10%
<b>Total Cost Distribution</b>	<b>\$901,700</b>	<b>\$811,530</b>		<b>\$90,170</b>	

\* The total federal participation for this project for Design shall be limited to \$76,500 and Construction shall be limited to \$735,030. Costs in excess of this amount shall be the responsibility of the municipality

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Commissioner of Public Works</b>
Name <b>Jeffrey J. Mantes</b>	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Comptroller</b>
Name <b>W. Martin Morics</b>	Date

-Terms and Conditions Begin on the Next Page-

## **TERMS AND CONDITIONS**

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

- d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  - e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above.*
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. Basis for local participation: 90% Federal; balance by Municipality, as specified in highway Safety Improvement Program—(H.S.I.P.) Safety regulations. **Federal Participation shall be limited to \$76,500 for Design and \$735,030 for Construction for this project. Costs in excess of this amount shall be the responsibility of the municipality.**

116 local street intersections are as follows:

1	Virginia	6th	52	Cleveland	16th
2	Virginia	749 West	53	Cleveland	20th
3	Cesar Chavez	Porce/16th	54	Cleveland	43rd
4	Layton Blvd.	Scott	55	Cleveland	60th
5	Scott	35th	56	Russell	Superior
6	Greenfield	21st	57	Hock	Superior
7	Greenfield	Layton Blvd.	58	Rusk	Superior
8	Greenfield	31st	59	Oklahoma	Superior
9	Greenfield	35th	60	Clement	Oklahoma
10	Lapham	2nd	61	Oklahoma	Pine
11	Lapham	11th	62	Howell	Oklahoma
12	Cesar Chavez	Lapham	63	Oklahoma	6th
13	Lapham	Layton Blvd.	64	Oklahoma	9th Pl
14	Mitchell	4th	65	Oklahoma	13th
15	Mitchell	5th	66	Oklahoma	16th
16	Mitchell	7th	67	Oklahoma	20th
17	Mitchell	9th	68	Oklahoma	30th
18	Mitchell	11th	69	Oklahoma	35th
19	Mitchell	13th	70	Oklahoma	51st
20	Forest Home	13th	71	Lakeland	35th
21	Cesar Chavez	Mitchell/16th	72	Howell	Morgan
22	Mitchell	Muskogee	73	Holt	2nd
23	Mitchell	21st	74	Holt	Morgan/54th
24	Layton Blvd.	Mitchell	75	Morgan	13th
25	Mitchell	35th	76	Morgan	16th
26	Maple	11th	77	Morgan	20th
27	Burnham	16th	78	Lakeland	Morgan
28	Forest Home	16th	79	Morgan	35th
29	Burnham	Muskogee	80	Morgan	43rd
30	Burnham	Layton Blvd.	81	Morgan	60th
31	Burnham	35th	82	Morgan	68th
32	Becher	Windlake	83	Morgan	84th
33	Becher	16th	84	Bechtel	Morgan/100th
34	Becher	Forest Home/20th	85	Clement	Howard
35	Becher	Muskogee	86	Howard	Pine
36	Becher	Layton Blvd.	87	Howard	Whitnall
37	Becher	35th	88	Howard	6th
38	Howell	Lincoln	89	Howard	13th
39	Lincoln	4th	90	Howard	20th
40	Lincoln	5th	91	Howard	80th
41	Lincoln	9th Pl.	92	Pine	Whitnall
42	Lincoln	Windlake	93	Cold Spring	60th
43	Lincoln	16th	94	Layton	6th
44	Lincoln	20th	95	Layton	8th (800 West)
45	Forest Home	Lincoln	96	Layton	13th
46	Layton Blvd.	Lincoln/27th	97	Layton	20th
47	Lincoln	31st	98	Edgerton	13th
48	Lincoln	35th	99	Grange	6th
49	Lincoln	43rd	100	Grange	13th
50	Windlake	16th	101	Hawley	Main
51	KK River Pkwy	43rd	102	Main	70th

				estrian
103	Main	70th	2	0
104	Kearnoy	76th	3	0
106	O'Connor	76th	2	0
106	Canal	6th	9	0
107	Canal	Emmber	2	1
108	Canal	16th/Potawatomi	1	0
109	Canal	20th/Potawatomi	0	0
110	Potawatomi Ramp	16th	0	0
111	Emmber Ramp	16th	1	0
112	Hawley	Wisconsin	8	0
113	Wisconsin	92nd	2	0
114	Hawley	Wells	10	2
115	State	40th/41st	1	0
116	State	46th	0	0
117	State	54th	1	0
TOTALS			648	39

+ \$6700 Lloyd + 47th

(End of Document)

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: November 23, 2010  
 ID: 2967-00-04/94  
 Description: Countdown Timers # 5  
 City of Milwaukee  
 Limits: 119 Local Street Intersections  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

Existing walk/don't walk signals do not have time remaining display, causing confusion and conflict.

**Proposed Improvement - Nature of work:**

Install countdown timers at 119 Local Street Intersections (identified on page 4 of this agreement).

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

<b>Estimated Cost</b>					
	<b>Total Estimated Cost</b>	<b>Federal Funds</b>	<b>%</b>	<b>Municipal Funds</b>	<b>%</b>
<b>Design (-00)*</b>	\$85,000	\$76,500	90%	\$8,500	10%
<b>Construction (-70)</b>	\$0	\$0	90%	\$0	10%
<b>Signals (-90) LFA*</b>	\$875,200	\$787,680	90%	\$87,520	10%
<b>Forestry (-97)</b>	\$0	\$0	90%	\$0	10%
<b>Total Cost Distribution</b>	<b>\$960,200</b>	<b>\$864,180</b>		<b>\$96,020</b>	

\* The total federal participation for this project for Design shall be limited to \$76,500 and Construction shall be limited to \$787,680. Costs in excess of this amount shall be the responsibility of the municipality.

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Commissioner of Public Works</b>
Name <b>Jeffrey J. Mantes</b>	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Comptroller</b>
Name <b>W. Martin Morics</b>	Date

-Terms and Conditions Begin on the Next Page-

## **TERMS AND CONDITIONS**

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

- d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  - e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above.*
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. Basis for local participation: 90% Federal; balance by Municipality, as specified in highway Safety Improvement Program—(H.S.I.P.) Safety regulations. **Federal Participation shall be limited to \$76,500 for design and \$787,680 for construction for this project. Costs in excess of this amount shall be the responsibility of the municipality.**



119 Local Street intersections are as follows:

1	Highland	Violet
2	Violet	47th
3	Lawley	Violet
4	Violet	60th
5	Brown	35th
6	Lloyd	Sherman
7	Lloyd	55th
8	Lloyd	60th
9	North	49th
10	North	66th
11	North	60th
12	Sherman	Wright
13	Center	27th
14	Center	35th
15	Center	39th
16	Center	Sherman
17	Center	51st
18	Center	65th
19	Center	Lisbon/60th
20	Center	65th
21	Center	84th
22	Center	92nd
23	Locust	24th
24	Locust	27th
25	Locust	35th
26	Locust	Sherman
27	Locust	51st
28	Chambers	51st
29	Burling	24th
30	Burling	27th
31	Burling	Sherman
32	Burling	46th
33	Burling	51st
34	Burling	55th
35	Burling	Lisbon
36	Burling	84th
37	Burling	92nd
38	Burling	Meno. River Pkwy.
39	Hopkins	24th
40	Hopkins	Townsend/24th Pl
41	Hopkins	27th
42	Townsend	27th
43	Townsend	35th
44	Sherman	Townsend
45	Roosevelt	51st
46	Lisbon	66th
47	Lisbon	84th
48	Lisbon	92nd
49	Kesla	66th
50	Lisbon	100th

51	Vienna	27th
52	Roosevelt	Sherman
53	Atkinson	Teutonia
54	Hope	27th
55	Hope	Sherman
56	Hope	51st
57	Hope	60th
58	Atkinson	27th
59	Congress	Sherman
60	Congress	51st
61	Congress	60th
62	Congress	92nd
63	Ruby	Teutonia
64	Cornell	Teutonia
65	Hampton	Santa Monica
66	Hampton	Lydell
67	Hampton	22nd
68	Hampton	Teutonia
69	Hampton	32nd
70	Hampton	35th
71	Hampton	37th
72	Hampton	Hopkins
73	Hampton	Sherman
74	Hampton	51st
75	Hampton	60th
76	Hampton	68th
77	Grantosa	Hampton
78	Hampton	92nd
79	Teutonia	Villard
80	Villard	35th
81	Villard	37th
82	Hopkins	Villard
83	Sherman	Villard
84	Villard	51st
85	Villard	60th
86	Villard	64th
87	Villard	68th
88	Fond du Lac	Grantosa
89	Custer	Sherman
90	Custer	60th
91	Silver Spring	27th
92	Silver Spring	35th
93	Silver Spring	37th
94	Hopkins	Silver Spring/43rd
95	Silver Spring	51st
96	Silver Spring	64th
97	Silver Spring	68th
98	Silver Spring	72nd
99	Fond du Lac	Silver Spring
100	Florist	Teutonia

101	Florist	Sherman
102	Florist	60th
103	Flagg	91st
104	Fond du Lac	91st
105	Douglas	Sherman
106	Mill	Teutonia
107	Mill	Sherman/43rd
108	Mill	60th
109	Industrial	Mill/64th
110	Mill	91st
111	Fond du Lac	Mill
112	Green Tree	43rd
113	Green Tree	60th
114	Calumet	91st
115	Bradley	51st
116	Bradley	60th
117	Bradley	91st
118	Heather	91st
119	Alyn	91st

TOTALS

(End of Document)

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: November 23, 2010  
 ID: 2967-00-02/92  
 Description: Countdown Timers # 6  
                   City of Milwaukee  
 Limits: 130 Connecting Highway Intersections  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:**

Existing walk/don't walk signals do not have time remaining display, causing confusion and conflict.

**Proposed Improvement - Nature of work:**

Install countdown timers at 130 connecting highway intersections (identified on page 4 of this agreement)

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

<b>Estimated Cost</b>					
	<b>Total Estimated Cost</b>	<b>Federal Funds</b>	<b>%</b>	<b>Municipal Funds</b>	<b>%</b>
<b>Design (-00)*</b>	\$85,000	\$76,500	90%	\$8,500	10%
<b>Construction (-70)</b>	\$0	\$0	90%	\$0	10%
<b>Signals (-90) LFA *</b>	\$891,600	\$802,440	90%	\$89,160	10%
<b>Forestry (-97)</b>	\$0	\$0	90%	\$0	10%
<b>Total Cost Distribution</b>	<b>\$976,600</b>	<b>\$878,940</b>		<b>\$97,660</b>	

\* The total federal participation for this project for Design shall be limited to \$76,500 and Construction shall be limited to \$802,440. Costs in excess of this amount shall be the responsibility of the municipality

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Commissioner of Public Works</b>
Name <b>Jeffrey J. Mantes</b>	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title <b>Comptroller</b>
Name <b>W. Martin Morics</b>	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

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

- e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above.*
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. **Basis for local participation: 90% Federal; balance by Municipality, as specified in highway Safety Improvement Program—(H.S.I.P.) Safety regulations. Federal Participation shall be limited to \$76,500 for Design and \$802,440 for Construction for this project. Costs in excess of this amount shall be the responsibility of the municipality.**

130 Connecting Highway intersections are as follows:

1	Appleton	80th
2	Appleton	78th
3	Appleton	Burleigh
4	Appleton	Capitol
5	Appleton	Center
6	Appleton	Lisbon
7	Appleton	Nash/Vienna
8	Bay/Becher	Kinnickinnic
9	Becher	4th
10	Becher	6th
11	Becher	8th
12	Bluemound	62nd
13	Bluemound	82nd
14	Bluemound	85th
15	Bluemound	Hawley
16	Clavier	Howell
17	Burleigh	20th
18	Burleigh	Fond du Lac/35th
19	Capitol	27th
20	Capitol	31st
21	Capitol	34th
22	Capitol	51st
23	Capitol	58th
24	Capitol	60th
25	Capitol	66th
26	Capitol	68th
27	Capitol	84th
28	Capitol	92nd
29	Capitol	Fond du Lac
30	Capitol	Lisbon/100th
31	Capitol	Roosevelt/35th
32	Capitol	Sherman
33	Center	20th
34	Center	Fond du Lac
35	Chase	1st
36	Chase	Lincoln/8th
37	Chase	Oklahoma
38	Clement	Kinnickinnic
39	Cleveland	27th
40	Congress	76th
41	Congress	Fond du Lac
42	Dana	84th
43	Dover	Kinnickinnic
44	Edgerton	Howell
45	Ellen	Kinnickinnic
46	Ellen	Oklahoma
47	Ely	Fond du Lac
48	Evergreen	Layton Blvd
49	Friebrantz	Green Bay
50	Fond du Lac	17th
51	Fond du Lac	20th

52	Fond du Lac	27th
53	Fond du Lac	51st
54	Fond du Lac	60th
55	Fond du Lac	68th
56	Fond du Lac	Hampton
57	Fond du Lac	I-43 NB Ramps
58	Fond du Lac	I-43 SB Ramps
59	Fond du Lac	Locust
60	Fond du Lac	Howell
61	Fond du Lac	North
62	Fond du Lac	Oak/23rd
63	Fond du Lac	Roosevelt
64	Fond du Lac	Sherman
65	Fond du Lac	Townsend
66	Fond du Lac	Walnut
67	Forest Home	27th
68	Forest Home	35th
69	Forest Home	KK River Pkwy
70	Glendale	Green Bay
71	Grantosa	76th
72	Green Bay	Hampton
73	Green Bay	Silver Spring Ramp
74	Green Bay	Villard
75	Hampton	76th
76	Hawley	I-94 Ramps
77	Holt	4th
78	Hopkins	20th
79	Howard	3rd
80	Howard	8th
81	Howell	Kinnickinnic
82	Jackson	I-794 Ramp
83	Kearney	68th
84	Kearney	70th
85	Kearney	O'Connor/84th
86	Keefe	20th
87	Kinnickinnic	Lincoln
88	Kinnickinnic	Logan/Russell
89	Kinnickinnic	Oklahoma
90	Kinnickinnic	Ward
91	Lapham	1st
92	Lapham	4th
93	Lapham	5th
94	Lapham	6th
95	Layton Blvd	Pierce
96	Lisbon	46th
97	Lisbon	51st
98	Lisbon	55th
99	Lloyd	45th
100	Lloyd	47th
101	Locust	20th
102	Maple	0th

				estrian
103	Mineral	6th	9	1
104	Mitchell	6th	9	0
105	National	1st	13	2
106	National	5th	2	0
107	National	6th	15	1
108	National	8th	4	1
109	National	11th	6	0
110	National	19th	7	0
111	National	21st	14	2
112	North	20th	32	0
113	O'Connor	68th	1	0
114	O'Connor	70th	1	0
115	Park Hill (north)	35th	16	0
116	Park Hill (south)	36th	11	0
117	Saint Paul	26th	7	0
118	Saint Paul	28th	9	0
119	Saint Paul	I-794 Ramp	0	0
120	Teutonia	20th	2	0
121	Violet	20th	8	0
122	Walnut	20th	6	0
123	Washington	1st	3	1
124	Washington	6th	8	0
125	Wisconsin	45th	0	0
126	Wisconsin	46th	1	0
127	Wisconsin	95th	8	0
128	Wisconsin	97th	14	0
129	Wright	20th	10	0
TOTALS			1211	62

1- \$6700 Kearney + 76th  
 + \$6700 O'Connor + 76th

(End of Document)

1st cc 12/21/10

EXHIBIT VI A

Capital Grant Resolution Certification from the  
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. \_\_\_\_\_ for preliminary engineering of pedestrian countdown timers at various City of Milwaukee intersections (City Share \$25,500; Grantor Share \$229,500) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wineski

Date: 12/14/10





## Legislation Details (With Text)

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**File #:** 101064      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution directing the Commissioner of Public Works to enter into an agreement with the Wisconsin Department of Transportation for the development, implementation and funding of traffic control and other safety measures and City staff meeting attendance necessary to mitigate traffic diversion on City streets due to repaving activity on I-94 East-West Corridor in 2011 and 2012; total cost \$175,000 of which 100% is grantor funded.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, EXPRESSWAY, INTERGOVERNMENTAL AGREEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Agreement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



**Number**

101064

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution directing the Commissioner of Public Works to enter into an agreement with the Wisconsin Department of Transportation for the development, implementation and funding of traffic control and other safety measures and City staff meeting attendance necessary to mitigate traffic diversion on City streets due to repaving activity on I-94 East-West Corridor in 2011 and 2012; total cost \$175,000 of which 100% is grantor funded.

**Analysis**

This resolution directs the Commissioner of Public Works to enter into an agreement with the Wisconsin Department of Transportation for the development, implementation and funding of traffic control and other safety measures and City staff meeting attendance necessary to mitigate traffic diversion on City streets due to repaving activity on I-94 East-West Corridor in 2011 and 2012; total cost \$175,000 of which 100% is grantor funded.

**Body**

Whereas, The Wisconsin Department of Transportation will be repaving I-94 East-West from South 70<sup>th</sup> Street to North 32<sup>nd</sup> Street in 2011 and 2012; and

Whereas, Construction activity on I-94 East-West Corridor is expected to result in the diversion of traffic on the local street system during this project due to lane and ramp closures on the freeway; and

Whereas, Preliminary approval has been received from the WisDOT, along with a Project Agreement to be executed by the City of Milwaukee, to provide reimbursement of actual costs for necessary services and items provided by the city for local street vehicular, pedestrian, and bicycle traffic impact mitigation measures and related staff attendance at project meetings in conjunction with the I-94 East/West Corridor repaving; and

Whereas, The total estimated cost of local street vehicular, pedestrian, and bicycle traffic mitigation measures and related staff attendance at project meetings in 2011 and 2012 is \$175,000; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized and directed to execute the Project Agreement to provide reimbursement of the actual costs for necessary services and items provided by the city for local street vehicular, pedestrian, and bicycle traffic mitigation measures and related staff attendance at project meetings in conjunction with the repaving of the I-94 East/West Corridor in 2011 and 2012, copies of which are attached to Common Council Resolution File Number 101064 and is incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Improvement Fund, Grant and Aid Projects, the necessary Project/Grant Chartfield values for the project (Expenditure) and transfer to these accounts the amount required under the Project Agreement and City Accounting Policy, but not to exceed a 10 percent increase of the total amounts reserved for the grantor's share and local share or \$5,000, whichever is greater, as follows:

Infrastructure Services Division Accounts:  
Project I.D. 1060-34-90

2011 and 2012 Traffic Mitigation  
I-94 East/West Repaving

Grantor Share

Fund Number 0306

Project Grant Number SP032090100

\$175,000.00

Previously authorized for Traffic Mitigation: \$0.00

Current estimated cost including this resolution: \$175,000.00

Original estimated cost for Traffic Mitigation: \$175,000.00

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

MDL: ns

December 9, 2010

**AGREEMENT BETWEEN**  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF MILWAUKEE DEPARTMENT OF PUBLIC WORKS**

State Project I.D. 1060-34-90  
Contract No. 3  
2011-2012 Traffic Mitigation  
I-94 E-W Freeway Repaving Project

This agreement is a formal partnership, made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the City of Milwaukee Department of Public Works (CITY) provides for services as described herein. The Wisconsin Department of Transportation and City of Milwaukee Department of Public Works are partnering during the I-94 E-W Freeway Repaving Project (PROJECT) to ensure safer and more efficient travel in the City of Milwaukee.

The DEPARTMENT advises implementation of a comprehensive and cost effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as interstate I-94, from STH 16 to the Waukesha/Milwaukee County Line and 70<sup>th</sup> Street to 32<sup>nd</sup> Street. Included in the PROJECT area are local alternate route streets within four miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$175,000 to the CITY. In turn, the CITY will provide planning, coordination and staffing services (as outlined below) in an effort to mitigate traffic impacts in the PROJECT area and stay informed of PROJECT roadway closures and construction progress for a 2-year period commencing on December 1, 2010 and ending by December 1, 2012.

The monies provided by this agreement will allow for the CITY to assist in:

- Attendance at weekly construction traffic meetings
- Signal timing and equipment improvements
- Signing and pavement marking improvements
- Pedestrian and crosswalk improvements
- Bicycle route improvements
- Participation in incident “dry run” exercises
- Assist in development of a crisis-communications plan

**Project Approval Process**

For all signal hardware, signing, pedestrian, and/or bicycle route work, the CITY and DEPARTMENT shall agree upon the location(s) and specifications of proposed work. The CITY may perform work under this contract without prior agreement from the DEPARTMENT in the event of an emergency or unsafe condition.

## **Basis of Payment**

The CITY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. The DEPARTMENT will provide to the CITY reimbursable funding for these functions in the amount of \$175,000. Total reimbursement to the CITY for traffic mitigation measures under this agreement will not exceed \$175,000. Billings shall be directed by the CITY to the attention of Chris Hager Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the bill promptly upon receipt thereof.

## Notifications

Other correspondence and notifications required under this agreement shall be given as follows:

### Notice to the City:

Jeff Mantes  
Commissioner  
City of Milwaukee DPW  
841 N Broadway  
Milwaukee, WI 53202  
(414) 286-3301  
jeffrey.mantes@milwaukee.gov

Chris Fornal  
City of Milwaukee DPW  
841 N Broadway, Room 919  
Milwaukee, WI 53202  
(414) 286-2452  
chris.fornal@milwaukee.gov

### Notice to the Department:

Wafa Elqaq, PE  
Project Supervisor  
I-94 E-W Freeway Repaving Project  
WisDOT SE Region – Southeast Freeways  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 548-5687  
wafa.elqaq@dot.wi.gov

Chris Hager, PE  
Work Zone Transportation Management Plan Lead  
I-94 E-W Freeway Repaving Project  
WisDOT SE Region - Southeast Freeways  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 521-4433  
christopher.hager@dot.wi.gov

**Signatures**

This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED \_\_\_\_\_  
For the City of Milwaukee Department of Public Works Date

APPROVED \_\_\_\_\_  
For the City of Milwaukee Comptroller Date

APPROVED \_\_\_\_\_  
For the Wisconsin Department of Transportation Date

APPROVED \_\_\_\_\_  
Governor, State of Wisconsin Date





## Legislation Details (With Text)

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**File #:** 101065      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 12/21/2010      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution directing the City Engineer and the Commissioner of Public Works to enter into a professional services contract with a consulting engineering firm to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts as applicable.

**Sponsors:** THE CHAIR

**Indexes:** CONSULTANTS, SEWERS, STREET IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



Number  
101065  
Version  
Original  
Reference

Sponsor  
The Chair  
Title

Resolution directing the City Engineer and the Commissioner of Public Works to enter into a professional services contract with a consulting engineering firm to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts as applicable.

Analysis

This resolution directs the City Engineer and the Commissioner of Pubic Works to enter into a professional services contract with a consulting engineering firm to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts as applicable.

Body

Whereas, It is necessary for the City of Milwaukee to engage consulting firms to test materials and provide construction staking for City construction projects; and

Whereas, This material testing helps ensure compliance with material quality provisions of City construction contracts and construction staking; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the City Engineer are hereby authorized to enter into professional services contracts with qualified consulting engineering firms to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts with costs to be charged to the applicable contracts.

Requestor

Drafter  
Infrastructure Services Division  
DEM:cgw  
December 14, 2010



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

December 14, 2010

To the Honorable, the Common Council

Subject: Professional Services Contract for Material Testing and Construction Staking

Dear Council Members:

The attached resolution authorizes the City of Milwaukee to enter into professional services contracts with consulting firms to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water and paving contracts as applicable.

We recommend this resolution be adopted.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

YVM:cgw  
Attachment



# City of Milwaukee Fiscal Impact Statement

**Date**

**File Number**

**Original**       **Substitute**

**A**

**Subject**

Resolution authorizing and directing the City Engineer and the Commissioner of Public Works to enter into a professional services contract with a consulting engineering firm to test materials for sewer, water, paving and other construction and maintenance contracts, and for construction staking of sewer, water, and paving contracts as applicable.

**B**

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

**C**

**This File**

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

**D**

**This Note**

- Was requested by committee chair

**E**

**Charge To**

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

**F**

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages			
Supplies/Materials			
Equipment			
Services			
Other			
<b>TOTALS</b>			

**For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.**

G

1-3 Years     3-5 Years

1-3 Years     3-5 Years

1-3 Years     3-5 Years

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

H

\$450,000

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

I

**Additional information.**

J





## Legislation Details (With Text)

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**File #:** 091219      **Version:** 1

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

**File created:** 1/20/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution amending a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments for the premises at 207 East Michigan Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

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

Date	Ver.	Action By	Action	Result	Tally
1/20/2010	0	COMMON COUNCIL	ASSIGNED TO		
1/22/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/30/2010	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

091219

Version

SUBSTITUTE

Reference

911232

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments for the premises at 207 East Michigan Street, in the 4<sup>th</sup> Aldermanic District.

Analysis

This resolution amends a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments for the premises at 207 East Michigan Street.

Body

Whereas, Charles Realty Corporation requested permission to install and maintain tree grates with guards in the public right-of-way adjacent to the properties at 207 East Michigan Street and 225 East Michigan Street; and

Whereas, Permission for said tree grates and guards was granted in 1991 under Common Council Resolution File Number 911232; and

Whereas, Presently, the properties are under separate ownership; and

Whereas, Mitchell Renaissance LLC now owns the subject property; and

Whereas, A site visit revealed the presence of existing, historic building encroachments, which may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; and

Whereas, For the liability for said tree grates with guards to be formally transferred to the current property owner, the Common Council needs to adopt an amending resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 911232 is hereby rescinded; and, be it

Further Resolved, That Mitchell Renaissance LLC, 700 North Water Street, Suite 400, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To keep and maintain five, 4-foot square tree grates with guards in the south, 12-foot wide sidewalk area of East Michigan Street. Said tree grates are centered approximately 25, 39, 87, 95 and 110 feet east of the eastline of North Water Street and 8 feet north of the southline of East Michigan Street.
2. To keep and maintain six historic facade sections projecting up to 1 foot into the east, 9-foot wide sidewalk area of North Water Street. Said facade sections are evenly spaced between the southline of East Michigan Street and a point approximately 80 feet to the south. It should be noted that Section 245-4-3 permits pediments, nonstructural columns or pilasters, and similar architectural projections, including bases and capitals, to project 8 inches or less.
3. To keep and maintain a historic entrance facade consisting of two nonstructural columns projecting up to 5 feet 8 inches into the south, 12-foot sidewalk area of East Michigan Street. The nonstructural columns are centered about a point approximately 60 feet east of the eastline of North Water Street. There is a gilded griffin statue with light placed on each platform associated with each of the two nonstructural columns. The nonstructural columns project more than the 8 inches allowed under Section 245-4-3 of the Milwaukee Code of Ordinances.

4. To keep and maintain eight historic façade sections projecting up to 2 feet 4 inches into the south, 12-foot wide sidewalk area of East Michigan Street. Four of said sections are spaced evenly between the eastline of North Water Street and entrance façade of Item # 3. The other four of said façade sections are spaced evenly between the westline of the north-south alley abutting the property and the entrance façade of Item #3. It should be noted that Section 245-4-3 permits pediments, nonstructural columns or pilasters, and similar architectural projections, including bases and capitals, to project 8 inches or less.

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

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

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Mitchell Renaissance LLC, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$50.00. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1<sup>st</sup> of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor  
Department of Public Works  
Drafter  
Infrastructure Services Division  
MDL:ns  
December 8, 2010  
091219



December 8, 2010

To the Public Works Committee

Subject: Common Council Resolution File Numbers 091219 & 091220

Dear Honorable Members:

Returned herewith are Common Council Resolution File Numbers 091219 and 091220, being amendments to special privileges for change of ownership of items in the public right-of-way that were previously granted permission.

Charles Realty Corporation requested permission to install and maintain tree grates with guards in the public right-of-way adjacent to the properties at 207 East Michigan Street and 225 East Michigan Street. Permission for the tree grates and guards was granted under Common Council Resolution File Number 911232 in 1991. Presently, the properties are under separate ownership.

Common Council Resolution File Number 091219 changes the owner to Mitchell Renaissance LLC for five tree grates with guards in the public right-of-way for the premises at 207 East Michigan Street. The attached resolution also grants formal permission for existing, historic façade encroachments into the public rights-of-way of North Water Street and East Michigan Street.

Common Council Resolution File Number 091220 changes the owner to Stonewater Historic Milwaukee LLC for two tree grates with guards in the public right-of-way for the premises at 225 East Michigan Street. The attached resolution also grants formal permission for a moveable planter and for existing, historic façade encroachments into the public right-of-way of East Michigan Street.

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

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

Art Dahlberg, Commissioner  
Department of Neighborhood Services

MDL:ns  
Attachment  
c: Alderman Robert Bauman



# PETITION FOR A SPECIAL PRIVILEGE cci-246 (6/09)

SP 2505

- New application \$250.00 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)
- Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)
- Amendment for change of ownership for Special Privilege # 912332 (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](http://www.milwaukee.gov/license)
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee Mitchell Renaissance, LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 207 E Michigan  
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Change of ownership for tree grates and guards

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

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

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

Name (Please Print): Siegel-Gallagher Management Company  
Lori L. Kraemer, Agent for Mitchell Renaissance, LLC  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:   
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Mitchell Renaissance, LLC  
(If applicable, as shown above)

(OVER)

Mailing Address (If different than property address above): 700 N. Water Street, Suite 400

City: Milwaukee State: WI Zip: 53202

Telephone: 414/270-4101 E-Mail: lkraemer@sg-re.com

Architect/Engineer/Contractor (If Applicable)

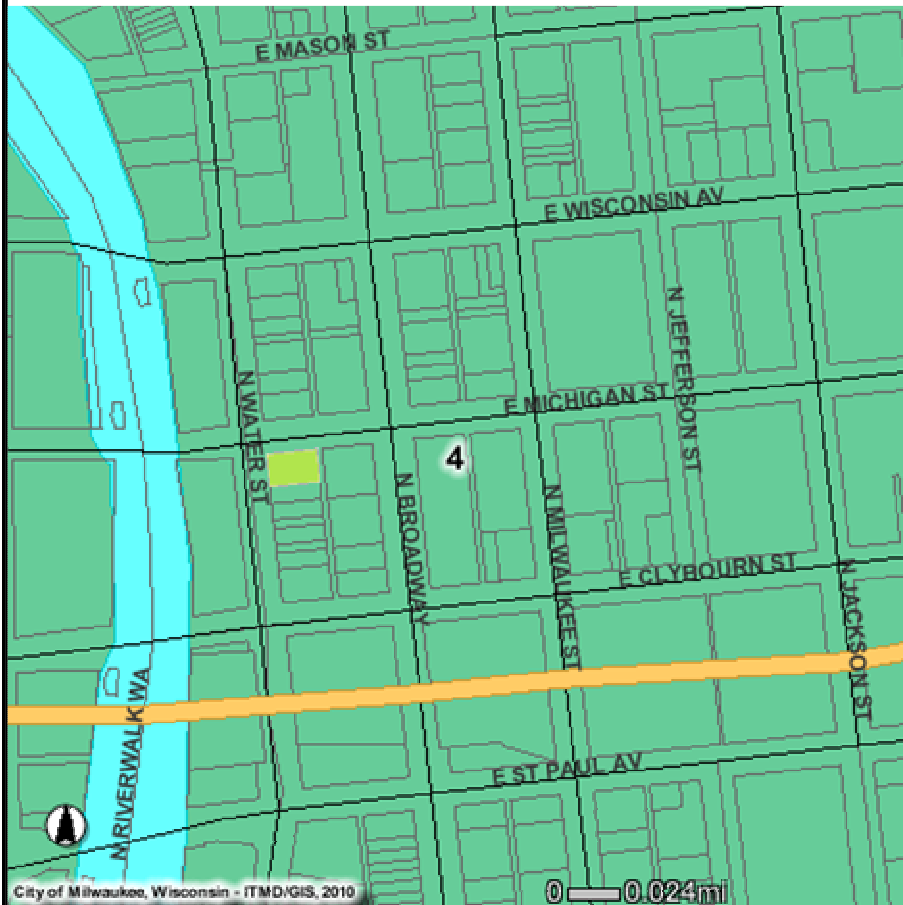
Name: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### 207 East Michigan Street



#### Legend

-  Selected Features
-  Freeways
-  Major Streets
-  Streets
-  Parcels (Outline)
-  Waterways
-  Parks and Parkways
-  Aldermanic Districts
- 
- 
-  Parcels
-  City Limits



CCF 091219

207 E Michigan St

11-29-2010

Looking easterly across N Water St at façade, sections of which project up to 1 foot into the Water St right-of-way.



CCF 091219

207 E Michigan St

11-29-2010

Looking southeasterly across Michigan St at subject building. Portions of building façade project 6 feet into the public right-of-way of Michigan St. There are five tree grates with guards in the south sidewalk area.



CCF 091219

207 E Michigan St

11-29-2010

Close up of entrance columns which project up to 6 feet into the south sidewalk area of E Michigan St.



CCF 091219

207 E Michigan St

11-29-2010

Looking west towards Water St at south sidewalk area of Michigan St.

**NOTE:** There is a 5-foot clear path for pedestrian traffic around the encroachments.





CCF 091219

207 E Michigan St

11-29-2010

Looking north towards Michigan St at the east sidewalk area of Water St.



# City of Milwaukee Fiscal Impact Statement

Date

File Number

Original

Substitute

A

Subject

Substitute resolution amending a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments for the premises at 207 East Michigan Street.

B

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

C

This File

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

D

This Note

- Was requested by committee chair

E

Charge To

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

F

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages	Annual billing/initial inspection	\$2.77/4.04	
Supplies/Materials			
Equipment			
Services			
Other		\$2.77/4.04	\$50.00
			\$0
<b>TOTALS</b>			\$50.00

Form continued on following page.

**For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.**

1-3 Years     3-5 Years

Annual Fee (Income) \$50.00

1-3 Years     3-5 Years

Annual Cost Billing - \$2.77/4.04

1-3 Years     3-5 Years

--

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

Annual billing/initial inspection

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

Special Privilege Committee Fee Schedule

**Additional information.**





## Legislation Details (With Text)

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**File #:** 091220      **Version:** 1

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

**File created:** 1/20/2010      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution amending a special privilege for change of ownership to Stonewater Historic Milwaukee LLC for tree grates with guards and for addition of historic building encroachments and a moveable planter for the premises at 225 East Michigan Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

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

Date	Ver.	Action By	Action	Result	Tally
1/20/2010	0	COMMON COUNCIL	ASSIGNED TO		
1/22/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/30/2010	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

091220

Version

SUBSTITUTE

Reference

911232

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege for change of ownership to Stonewater Historic Milwaukee LLC for tree grates with guards and for addition of historic building encroachments and a moveable planter for the premises at 225 East Michigan Street, in the 4<sup>th</sup> Aldermanic District.

Analysis

This resolution amends a special privilege for change of ownership to Mitchell Renaissance LLC for tree grates with guards and for addition of historic building encroachments and a moveable planter for the premises at 225 East Michigan Street.

Body

Whereas, Charles Realty Corporation requested permission to install and maintain tree grates with guards in the public right-of-way adjacent to the properties at 207 East Michigan Street and 225 East Michigan Street; and

Whereas, Permission for said tree grates and guards was granted in 1991 under Common Council Resolution File Number 911232; and

Whereas, The properties are now under separate ownership; and

Whereas, Stonewater Historic Milwaukee LLC owns the subject property; and

Whereas, A site visit revealed the presence of existing, historic building encroachments and a moveable planter, which may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; and

Whereas, For the liability for said tree grates with guards to be formally transferred to the current property owner, the Common Council needs to adopt an amending resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 911232 is hereby rescinded; and, be it

Further Resolved, That Stonewater Historic Milwaukee LLC, 700 North Water Street, Suite 400, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To keep and maintain two, 4-foot square tree grates with guards in the south, 12-foot wide sidewalk area of East Michigan Street. Said tree grates are centered approximately 172 and 212 feet east of the eastline of North Water Street and 8 feet north of the southline of East Michigan Street.
2. To keep and maintain a moveable planter in the south, 12-foot wide sidewalk area of East Michigan Street centered approximately 153 feet east of the eastline of North Water Street and 3 feet north of the southline of East Michigan Street. Said planter is 2 feet in diameter and 1 foot 6 inches tall.
3. To keep and maintain six historic façade sections projecting up to 1 foot 8 inches into the south, 12-foot wide sidewalk area of East Michigan Street. Said façade sections, which vary in length between 4 feet and 5 feet, are evenly spaced between the north-south alley abutting the subject premises and the westline of North Broadway and are centered about the main entrance located at the center of the building façade. Said façade components project into the public way in excess of the 8 inches allowed under Section 245-4-3 of the Milwaukee Code of Ordinances.

4. To keep and maintain a historic entrance façade consisting of two, 6-foot long nonstructural columns projecting up to 5 feet 9 inches into the south, 12-foot sidewalk area of East Michigan Street. The nonstructural columns are centered about a point approximately 60 feet west of the westline of North Broadway. Said nonstructural columns project more than the 8 inches allowed under Section 245-4-3 of the Milwaukee Code of Ordinances.

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

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

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Stonewater Historic Milwaukee LLC, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$35.00. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1<sup>st</sup> of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor  
Department of Public Works  
Drafter  
Infrastructure Services Division  
MDL:ns  
December 8, 2010  
091220

December 8, 2010

To the Public Works Committee

Subject: Common Council Resolution File Numbers 091219 & 091220

Dear Honorable Members:

Returned herewith are Common Council Resolution File Numbers 091219 and 091220, being amendments to special privileges for change of ownership of items in the public right-of-way that were previously granted permission.

Charles Realty Corporation requested permission to install and maintain tree grates with guards in the public right-of-way adjacent to the properties at 207 East Michigan Street and 225 East Michigan Street. Permission for the tree grates and guards was granted under Common Council Resolution File Number 911232 in 1991. Presently, the properties are under separate ownership.

Common Council Resolution File Number 091219 changes the owner to Mitchell Renaissance LLC for five tree grates with guards in the public right-of-way for the premises at 207 East Michigan Street. The attached resolution also grants formal permission for existing, historic façade encroachments into the public rights-of-way of North Water Street and East Michigan Street.

Common Council Resolution File Number 091220 changes the owner to Stonewater Historic Milwaukee LLC for two tree grates with guards in the public right-of-way for the premises at 225 East Michigan Street. The attached resolution also grants formal permission for a moveable planter and for existing, historic façade encroachments into the public right-of-way of East Michigan Street.

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

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

Art Dahlberg, Commissioner  
Department of Neighborhood Services

MDL:ns  
Attachment  
c: Alderman Robert Bauman





# PETITION FOR A SPECIAL PRIVILEGE ccl-246 (6/09)

SP 2504

- New application \$250.00 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)
- Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)
- Amendment for change of ownership for Special Privilege # 912332 (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](http://www.milwaukee.gov/license)
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee Stonewater Historic Milwaukee, LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 225 E Michigan  
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Change of ownership for tree grates and guards

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

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

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

Name (Please Print): Siegel-Gallagher Management Company  
Lori Kraemer, Agent for Stonewater Historic Milwaukee, LLC  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:   
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Stonewater Historic Milwaukee, LLC  
(If applicable, as shown above)

(OVER)

Mailing Address (If different than property address above): 700 N. Water Street, Suite 400

City: Milwaukee State: WI Zip: 53202

Telephone: 414/270-4101 E-Mail: lkraemer@sg-re.com

Architect/Engineer/Contractor (If Applicable)

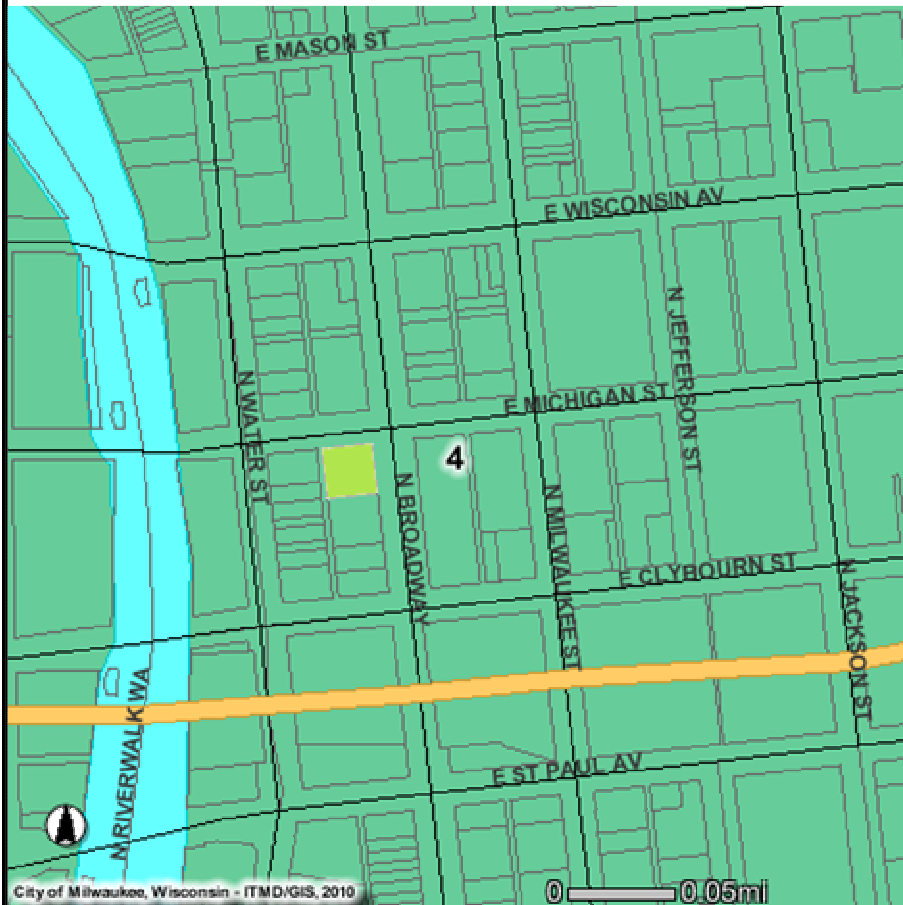
Name: N/A

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### 225 East Michigan Street



- Legend**
- Selected Features
  - Freeways
  - Major Streets
  - Streets
  - Parcels (Outline)
  - Waterways
  - Parks and Parkways
  - Aldermanic Districts
  - Parcels
  - City Limits



CCF 091220      225 East Michigan Street      11-29-2010  
Looking southwesterly across Michigan St at subject premises.



CCF 091220          225 East Michigan Street          11-29-2010  
Looking east towards North Broadway at south sidewalk area of Michigan Street.  
**Note:** There is a 5-foot clear path for pedestrians around the encroachments.



# City of Milwaukee Fiscal Impact Statement

**Date**

**File Number**

Original

Substitute

A

**Subject**

Substitute resolution amending a special privilege for change of ownership to Stonewater Historic Milwaukee LLC for tree grates with guards and for addition of historic building encroachments and a moveable planter for the premises at 225 East Michigan Street.

B

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

Jeffrey S. Polenske, P.E., City Engineer, DPW, ext 2400

C

**This File**

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

D

**This Note**

- Was requested by committee chair

E

**Charge To**

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

F

Purpose	Specify Type/Use	Expenditure	Revenue
Salaries/Wages	Annual billing/initial inspection	\$2.77/4.04	
Supplies/Materials			
Equipment			
Services			
Other		\$2.77/4.04	\$35.00
			\$0
<b>TOTALS</b>			\$35.00

**For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.**

G

1-3 Years     3-5 Years

Annual Fee (Income) \$35.00

1-3 Years     3-5 Years

Annual Cost Billing - \$2.77/4.04

1-3 Years     3-5 Years

--

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

H

Annual billing/initial inspection
-----------------------------------

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

I

Special Privilege Committee Fee Schedule
--

**Additional information.**

J

--







## Legislation Details (With Text)

---

**File #:** 090413      **Version:** 0

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to grant a special privilege to Milwaukee & St. Paul, LLC to construct and maintain stairs for the premises at 341 N. Milwaukee Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
12/30/2010	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090413

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution to grant a special privilege to Milwaukee & St. Paul, LLC to construct and maintain stairs for the premises at 341 N. Milwaukee Street, in the 4<sup>th</sup> Aldermanic District.

**Drafter**

CC-CC

dkf

7/22/09

spec-priv



# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (6/09)

SP 2472

New application \$250.00 Fee

Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)

Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)

Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. www.milwaukee.gov/license
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee MILWAUKEE & ST. PAUL, LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 341 N. MILWAUKEE STREET, 53202  
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: two stairs leading from the first floor of the former Milwaukee Antique Center Building to the St. Paul right of way (sidewalk). the stairs are exterior and are for convenience of the first floor condo (commercial) owner.

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

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

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

Name (Please Print): DAVID STROUD  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: David Stroud  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Milwaukee & St. Paul, llc.  
(If applicable, as shown above)  
(OVER)

Mailing Address (If different than property address above): 1107 KENTUCKY STREET

City: FAIRFIELD State: CA Zip: 94563

Telephone: (916) 849-5010 E-Mail: DAVID.STROUD@asbproperties.com

Architect/Engineer/Contractor (If Applicable)

Name: ZIMMERMAN ARCHITECTURAL STUDIOS, INC. (GREGG PROSSEN)

Address: 205 W. HIGHLAND AVE., SUITE 400

City: MILWAUKEE State: WI Zip: 53203

Telephone: (414) 406 7625 E-Mail: GREGG.PROSSEN@ZASTUDIOS.COM

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