



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

**Legislative Liaison, Aaron Cadle, 286-8666,
acadle@milwaukee.gov**

Wednesday, November 10, 2010

9:00 AM

Room 301-B, City Hall

1. [100838](#) 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
Attachments: [Official Notice 34](#)
[Cover Letter](#)
[Hearing Notice List](#)

2. [100837](#) 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 \$95,000 for a total estimated cost of these projects being \$2,735,000.

Sponsors: THE CHAIR
Attachments: [Hearing Notice List](#)

3. [100839](#) Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$1,315,000 for a total estimated cost of these projects being \$13,698,000.

Sponsors: THE CHAIR
Attachments: [Hearing Notice List](#)

4. [100840](#) Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$94,000 for a total estimated cost of these projects being \$95,000.

Sponsors: THE CHAIR
Attachments: [Hearing Notice List](#)

5. [100799](#) Resolution authorizing the proper City Officers to execute Sewer Easement SE-2822, located in part of the vacated east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street in the 15th Aldermanic District.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Sewer Easement Document](#)
[Hearing Notice List](#)

6. [100800](#) Resolution authorizing the proper City Officers to execute Sewer Easement Release SER-2782, located in the vacated portion of the North-South alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street in the 6th Aldermanic District.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Sewer Easement Document](#)
[Hearing Notice List](#)

7. [100823](#) Resolution accepting Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, in the area north of West Good Hope Road near North Cassie Avenue in the 5th Aldermanic District.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Sewer Easement Document for SE-2797A](#)
[Sewer Easement Document for SE-2797B](#)
[Sewer Easement Document for SE-2797C](#)
[Sewer Easement Document for SE-2797D](#)
[Sewer Easement Document for SE-2798](#)
[Hearing Notice List](#)

8. [100829](#) Resolution authorizing the Commissioner of Public Works and Comptroller to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the installation of a traffic control signal at West Lapham Boulevard and South 13th Street and to fund preliminary engineering for the project in the 12th Aldermanic District with a total estimated cost of \$25,000, with an estimated grantor share of \$22,500, and an estimated City share of \$2,500.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Agreement](#)
[Comptroller's Certificate](#)
[Hearing Notice List](#)

9. [100830](#) Resolution relative to the cost participation and installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections under two Highway Safety Improvement Program projects in various Aldermanic Districts at a total estimated cost of \$744,304.84, with an estimated grantor share of \$669,874.35, and an estimated City share of \$74,430.49.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Agreement and Maps](#)
[Comptroller's Certificate](#)
[Hearing Notice List](#)

10. [100608](#) Resolution authorizing the Department of City Development to apply for a Transportation Economic Assistance grant from the Wisconsin Department of Transportation in the 7th Aldermanic District.

Sponsors: THE CHAIR

Attachments: [Grant Application](#)
[Job Guarantee](#)
[Project Information Form](#)
[LRB Fiscal Analysis](#)
[Hearing Notice List](#)

11. [100712](#) Resolution approving an Underground Conduit Infrastructure Partnership Agreement between the City and AT&T.

Sponsors: THE CHAIR

Attachments: [Hearing Notice List](#)

12. [100780](#) Resolution approving a lease agreement with IFI Terminal Milwaukee, LLC.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Lease Agreement](#)
[LRB Fiscal Analysis](#)
[Fiscal Note](#)
[Hearing Notice List](#)

13. [100781](#) Resolution approving a lease agreement with South Harbor, LLC.

Sponsors: THE CHAIR

Attachments: [Cover Letter](#)
[Lease Agreement](#)
[Fiscal Note](#)
[Hearing Notice List](#)

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

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

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

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

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



Legislation Details (With Text)

| | | | |
|------------------------|---|----------------------|------------------------|
| File #: | 100838 | Version: | 0 |
| Type: | Resolution | Status: | In Committee |
| File created: | 11/3/2010 | 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: | Official Notice 34, Cover Letter, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100838

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 4

10/27/10

**OFFICIAL NOTICE NUMBER 34
PUBLIC HEARING ON PROPOSED IMPROVEMENTS
AND SPECIAL ASSESSMENTS**

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

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

| |
|--|
| <p>WEDNESDAY</p> <p>NOVEMBER 10, 2010</p> <p>ROOM 301-B – CITY HALL</p> <p>9:00 A.M.</p> |
|--|

4th Aldermanic District

N. Plankinton Ave. – W. Wisconsin Ave. to W. Wells St. (ST211090122):

Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, (no tree border), and grading.

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.

W. Keefe Ave. – N. 84th St. to W. Lisbon Ave. (ST211020131):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where needed, sodding (8.0-20.0-foot width of tree border area), grading, and tree removal where necessary.

N. 99th St. – W. Concordia Ave. to W. Keefe Ave. (ST211100114):

Asphalt pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (9.0-foot width of tree border area), grading, and install new walk as necessary, and tree removal where necessary.

9th Aldermanic District

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

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

10th Aldermanic District

N./S. 70th St. – W. O'Connor St. to W. Mt. Vernon Ave. (ST211100121):

Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (4.0-7.0-foot width of tree border area), and grading.

11th Aldermanic District

S. 63rd St. – W. Eden Pl. to W. Morgan Ave. (ST211100102):

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

14th Aldermanic District

E. Warnimont Ave. – A point east of S. Brust Ave. to S. Clement Ave. (ST211100113):

Concrete pavement reconstruction, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (varies from 3.0 to 8.0-foot width of tree border area), grading, tree removal where necessary, and install traffic calming speed hump(s).

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

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

Office of the City Clerk, Milwaukee

Ronald D. Leonhardt, City Clerk

October 26, 2010

October 27, 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 4
Report Appended

PW FILE NUMBER: 100838

[illegible]



Legislation Details (With Text)

| | | | |
|------------------------|--|----------------------|------------------------|
| File #: | 100837 | Version: | 0 |
| Type: | Resolution | Status: | In Committee |
| File created: | 11/3/2010 | 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 \$95,000 for a total estimated cost of these projects being \$2,735,000. | | |
| Sponsors: | THE CHAIR | | |
| Indexes: | PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS | | |
| Attachments: | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100837

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 \$95,000 for a total estimated cost of these projects being \$2,735,000.

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 \$95,000 with the total cost estimated to be \$2,735,000.

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:

1st Aldermanic District

W. Hopkins St. - N. 34th St. to N. 35th St. (ST211110131): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$115,000. This project is anticipated to be completed during the 2012 construction season.

2nd Aldermanic District

W. Flagg Ave. - N. 96th St. to N. 98th St. (ST211110130): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$115,000. This project is anticipated to be completed during the 2011 construction season.

N. 67th St. - W. Marion St. to W. Congress St. (ST211110108): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$80,000. This project is anticipated to be completed during the 2012 construction season.

N. 97th St. - W. Carmen Ave. to W. Flagg Ave. (ST211110123): 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 -- \$5,000, Additional Funds).

The total estimated cost for this project including the requested amount is \$53,000. This project is anticipated to be completed during the 2011 construction season.

N. 98th St. - W. Carmen Ave. to W. Flagg Ave. (ST211110124): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$44,000. This project is anticipated to be completed during the 2011 construction season.

2nd and 10th Aldermanic Districts

N. 62nd St. - W. Keefe Ave. Pkwy. to W. Capitol Dr. (ST211110148): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$105,000. This project is anticipated to be completed during the 2012 construction season.

3rd and 6th Aldermanic Districts

N. Pierce St. - E. Center St. to E. Burleigh St. (ST211120159): 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 \$250,000. This project is anticipated to be completed during the 2012 construction season.

5th Aldermanic District

W. Chambers St. - N. 90th St. to N. 92nd St. (ST211100104): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2012 construction season.

W. Townsend St. - N. 76th St. to N. 82nd St. (ST211110134): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$240,000. This project is anticipated to be completed during the 2011 construction season.

7th Aldermanic District

N. 24th St. - W. Hadley St. to W. Locust St. (ST211100108): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$145,000. This project is anticipated to be completed during the 2012 construction season.

N. 41st St. - W. Congress St. to W. Ruby Ave. (ST211110137): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$80,000. This project is anticipated to be completed during the 2011 construction season.

N. 42nd St. - W. Burleigh St. to W. Townsend St. (ST211050117): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$370,000. This project is anticipated to be completed during the 2011 construction season.

10th Aldermanic District

W. Main St. - S. Hawley Rd. to S. 70th St. (ST211110139): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$395,000. This project is anticipated to be completed during the 2011-12 construction season.

S. 60th St. - W. Dickinson St. to W. Main St. (ST211030113): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$105,000. This project is anticipated to be completed during the 2011 construction season.

11th Aldermanic District

S. 67th St. - W. Fremont Pl. to W. Cleveland Ave. (ST211110117): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$48,000. This project is anticipated to be completed during the 2012 construction season.

13th Aldermanic District

W. Holmes Ct. - S. 18th St. to a point west of S. 18th St. (ST211100142): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2011 construction season.

W. Vogel Ct. - S. 18th St. to a point west of S. 18th St. (ST211100141): 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 -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2011 construction season.

14th Aldermanic District

S. Harbor Dr. - E. Bay St. to a point north of E. Jones St. (ST211100123): Paving the roadway with

asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$5,000, Additional Funds). The total estimated cost for this project including the requested amount is \$350,000. This project is anticipated to be completed during the 2011 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 4

10/27/2010

PW FILE NUMBER: 100837

[illegible]



Legislation Details (With Text)

File #: 100839 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 11/3/2010 **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 \$1,315,000 for a total estimated cost of these projects being \$13,698,000.

Sponsors: THE CHAIR

Indexes: BRIDGES, MEDIAN ISLANDS, PUBLIC IMPROVEMENTS, SANITARY SEWERS, SEWERS

Attachments: Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100839

Version

ORIGINAL

Sponsor

THE CHAIR

Title

Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$1,315,000 for a total estimated cost of these projects being \$13,698,000.

Analysis

This resolution authorizes engineering studies on projects which by City Charter are nonassessable. After design plans and estimates of costs have been prepared, a resolution authorizing construction will be submitted to the Common Council. The City cost for engineering these projects is estimated to be \$1,315,000 with the total cost estimated to be \$13,698,000.

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:

4th Aldermanic District

St. Paul Avenue Vertical Lift Bridge over the Milwaukee River (BR100100106): Consultant design services for structural, hydraulic, mechanical, and electrical engineering. (City Share Nonassessable Structure Fund -- \$1,000,000). The total estimated cost for this project including the requested amount is \$9,500,000. This project is anticipated to be completed during the 2012-2013 construction season.

N. 2nd St. - 160 feet m/l northwest of N. Plankinton Ave. to 50 feet m/l south of W. St. Paul Ave. (SM495100215): Combined sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

4th and 12th Aldermanic Districts

Broadway Street Bascule Bridge over the Milwaukee River (BR100100107): Design services for bridge painting and repairs. (City Share Nonassessable Structure Fund -- \$100,000). The total estimated cost for this project including the requested amount is \$1,500,000. This project is anticipated to be completed during the 2011 construction season.

4th, 8th and 12th Aldermanic Districts

16th Street Bascule Bridge over the Menomonee River (BR100100108): Consultant design services for bridge painting and repairs. (City Share Nonassessable Structure Fund -- \$150,000). The total estimated cost for this project including the requested amount is \$2,000,000. This project is anticipated to be completed during the 2012 construction season.

7th Aldermanic District

I & I Pilot Project Infiltration/flow reduction. (SM494100105): Sanitary sewer lining.

(Nonassessable Sewer Maintenance Relay Fund -- \$1,000). The total estimated cost for this project including the requested amount is \$95,000. This project is anticipated to be completed during the 2011 construction season.

W. Nash St. - 165 feet m/l east of N. 37th St. to 155 feet m/l west of N. 37th St. (SM495100212): Relaying storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$81,000. This project is anticipated to be completed during the 2011 construction season.

10th Aldermanic District

N. Hawley Rd. - W. Wells St. to W. Valley Forge Dr. (SM495100213): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$332,000. This project is anticipated to be completed during the 2011 construction season.

11th Aldermanic District

S. 80th St. - W. Morgan Ave. to 350 feet m/l south of W. Morgan Ave. (SM495100214): New storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

14th Aldermanic District

E. Oklahoma Ave. at W. Logan Ave. (ST211110167): Median Islands. (Nonassessable Reconstruction Paving Fund -- \$4,000). The total estimated cost for this project including the requested amount is \$10,000. 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 4

10/27/2010

PW FILE NUMBER: 100839

| NAME | ADDRESS | DATE SENT | | |
|---------------------|-----------------------------|-----------|--|--|
| Mary Dziewiontkoski | Dept. Public Works – Infra. | 11/8/10 | | |
| Clark Wantoch | DPW-Infra. | X | | |
| Ald. Witkowiak | CC | X | | |
| Ald. Donovan | CC | X | | |
| Ald. Wade | CC | X | | |
| Ald. Murphy | CC | X | | |
| Ald. Dudzik | CC | X | | |
| Ald. Zielinski | CC | X | | |
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Legislation Details (With Text)

| | | | |
|------------------------|--|----------------------|------------------------|
| File #: | 100840 | Version: | 0 |
| Type: | Resolution | Status: | In Committee |
| File created: | 11/3/2010 | 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 \$94,000 for a total estimated cost of these projects being \$95,000. | | |
| Sponsors: | THE CHAIR | | |
| Indexes: | PUBLIC IMPROVEMENTS | | |
| Attachments: | Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100840

Version

ORIGINAL

Reference

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 \$94,000 for a total estimated cost of these projects being \$95,000.

Analysis

This resolution directs the installation and construction of certain public improvements which have been determined to be nonassessable by the Commissioner of Public Works. The City cost of the projects approved by this resolution is estimated to be \$94,000. The total estimated cost of these projects is \$95,000.

Body

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

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

7th Aldermanic District

I & I Pilot Project Infiltration/inflow reduction (SM494100105) File Number : Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$94,000). The total estimated cost for this project including the requested amount is \$95,000. This project is anticipated to be completed during the 2011 construction season.

; now, therefore, be it

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

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

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

Requestor

Infrastructure Services Division

Drafter

MLD:dr

Nfr 4

10/27/2010

PW FILE NUMBER: 100840

[illegible]



Legislation Details (With Text)

File #: 100799 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the proper City Officers to execute Sewer Easement SE-2822, located in part of the vacated east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street in the 15th Aldermanic District.

Sponsors: THE CHAIR

Indexes: SEWER EASEMENTS

Attachments: Cover Letter, Sewer Easement Document, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number
100799
Version
Original

Reference

Sponsor
The Chair

Title
Resolution authorizing the proper City Officers to execute Sewer Easement SE-2822, located in part of the vacated east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street in the 15th Aldermanic District.

Analysis
This resolution authorizes the proper City Officers to execute Sewer Easement SE-2822, located in part of the vacated east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street in the 15th Aldermanic District.

Body
Whereas, On May 4, 2010, the east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street was vacated; and

Whereas, A portion of the vacated alley reverted to an attached parcel owned by the City; and

Whereas, The City owns and maintains an existing 66-inch diameter combined sewer in a portion of the vacated alley which is now part of a parcel owned by the City; and

Whereas, The City will require continued rights to access, maintain and repair the 66-inch sewer if the City ever transfers ownership of the property at which the 66-inch sewer is located; 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 SE-2822, a copy of which is attached to the Common Council Resolution File Number 100799 and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said sewer easement has been executed by the proper City Officers, they 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
Environmental Engineering Section
TJT/rtp
October 19, 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

October 20, 2010

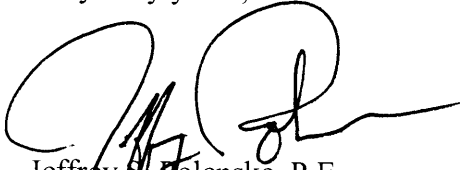
To the Honorable, the Common Council

Dear Council Members:


Attached is a resolution authorizing and directing the proper City officers to execute Sewer Easement SE-2822. This easement is located in part of the vacated east-west alley in the block bounded by North 20th Street, North 21st Street, West Garfield Avenue and West Brown Street. This easement is needed to grant the City continued rights to maintain the existing 66-inch diameter combined sewer located at the property in the event that the City transfers the property to another owner.

We recommend adoption of the resolution.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Jeffrey J. Mantes
Commissioner of Public Works

man
TJT TJT: lvp

Attachment

RTP: 3-5

**Sewer Easement
SE-2822**

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 Easement in
the block bounded by North 20th
Street, North 21st Street, West
Brown Street and West Garfield
Avenue

Recording Area

350-2901-122

Parcel ID Number

EASEMENT

THIS INDENTURE, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "GRANTEE", and the CITY OF MILWAUKEE, owner (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 GRANTEE desires to acquire a permanent EASEMENT, indicated as SE-2822 attached Exhibit "A", File Number 198-6-86, 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 following facilities and appurtenances thereto, in said property, namely a 66-inch diameter combined sewer, hereinafter called "FACILITIES."

NOW, THEREFORE, in consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the GRANTOR, receipt whereof is hereby acknowledged, said GRANTOR, being the owner interested in the land hereinafter described, does hereby grant unto the GRANTEE 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 following described property in that part of the Northwest ¼ of Section 19, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of Lot 16 in Block 229 of the Continuation of Brown's Addition, a recorded subdivision in said Northwest $\frac{1}{4}$ Section;
Thence South $89^{\circ} 12' 09''$ West 60.53 feet to a point;
Thence North $54^{\circ} 29' 18''$ West 12.67 feet to a point;
Thence North $89^{\circ} 12' 09''$ East 60.53 feet to a point;
Thence South $54^{\circ} 29' 18''$ East 12.67 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 350-2901-122.

UPON CONDITION:

1. That said FACILITIES shall be maintained and kept in good order and condition by the GRANTEE.
2. That no structures may be constructed within the limits of the EASEMENT by the GRANTOR excepting improvements such as lawns, concrete walks, roadways, driveways and parking lot surfacing. The GRANTEE will replace such damaged or removed lawns, concrete walks, roadways, driveways 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 GRANTEE, be replaced in substantially the same condition as it was prior to such disturbance: except that the GRANTEE will in no case be responsible for replacing or paying for replacing any improvements other than lawns, concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the GRANTEE shall save the GRANTOR harmless from any loss, damage, injury or liability resulting from negligence on the part of the GRANTEE 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 GRANTEE is entitled to raise.
4. That, in connection with the construction by the GRANTOR of any structure or building adjacent to said EASEMENT, the GRANTOR will assume all liability for any damage to the FACILITIES in the above described property. The GRANTOR will also save and keep the GRANTEE clear and harmless from any claims for personal injuries or property damage caused by any negligence of the GRANTOR or person other than the GRANTEE, arising out of the construction by the GRANTOR of any structure or building adjacent to said EASEMENT, and shall reimburse the GRANTEE 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 aforescribed property. Excepting that 1) When the GRANTOR makes application for a permit to connect to said FACILITIES in the aforescribed 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 appurtenances necessitated by alteration of surface elevations within the aforescribed 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.

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20____, _____ W. Martin Morics, Comptroller of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and to me known to be such Comptroller of the City of Milwaukee and acknowledged that he executed the foregoing instrument as such officer as the deed of the City of Milwaukee, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

~~Approved as to contents~~

CITY ENGINEER Jeffrey S. Polenske, P.E.

Date _____

Date 10/20/10

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date _____

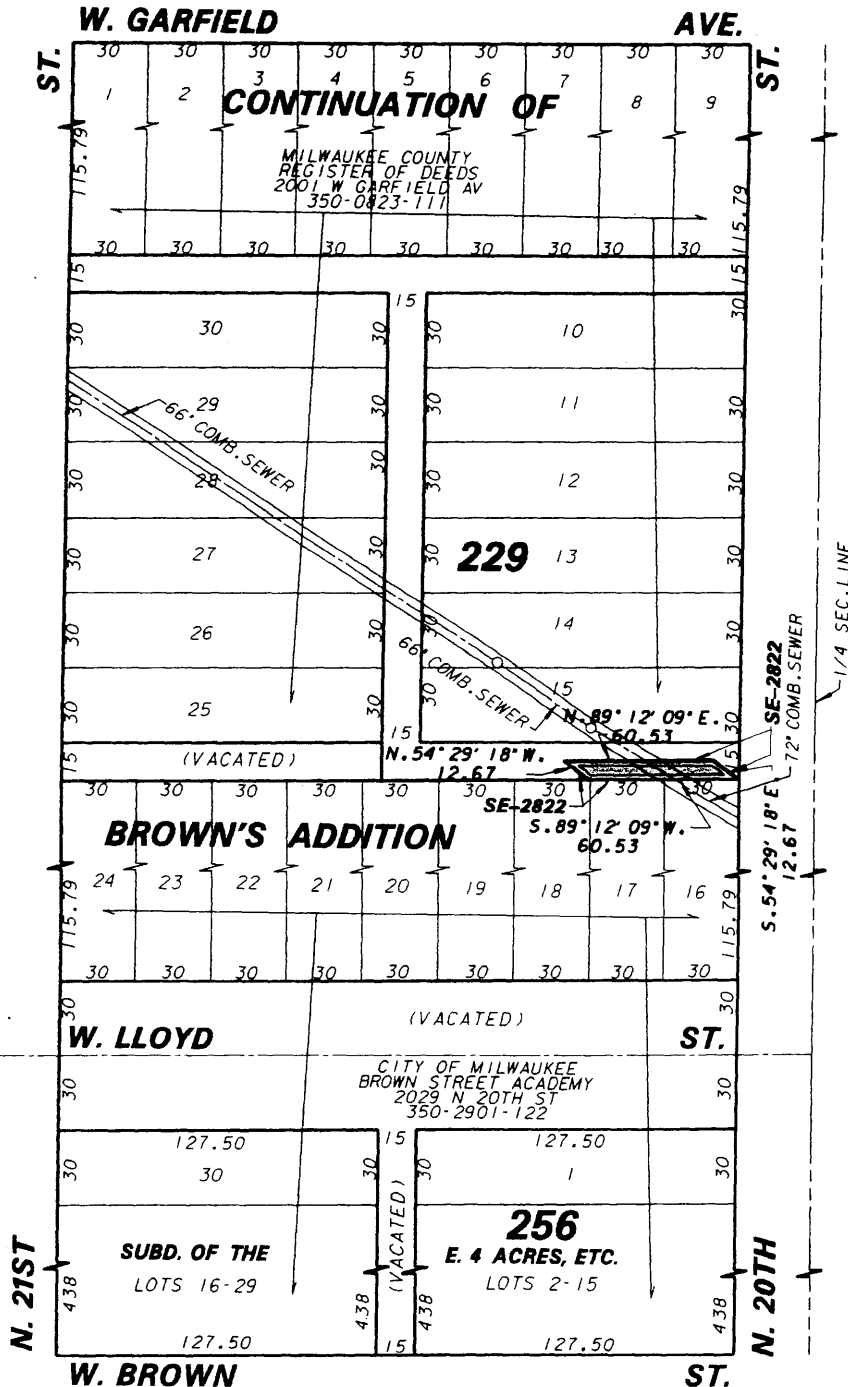


EXHIBIT "A"

| | | | |
|---|----------------|---------------|---------------------|
| ENVIRONMENTAL ENGINEERING SECTION | | | |
| INFRASTRUCTURE SERVICES DIVISION | | | |
| DEPARTMENT OF PUBLIC WORKS | | | |
| MILWAUKEE, WISCONSIN | | | |
| PLAN OF SEWER EASEMENT | | | |
| AREA IN N.W. 1/4 SEC. 19, T.7 N., R.22 E. | | | |
| VACATED ALLEY BETWEEN N. 20TH ST. & N. 21ST ST. | | | |
| & W. BROWN ST. & W. GARFIELD AVE. | | | |
| SCALE 1" = 80' | ATLAS PAGE NO. | EASE NO. | SE-2822 |
| DRAWN BY M. SAIFULLAH | | CHTD. BY RYAN | W.O. NO. WK52337288 |
| APPROVED <i>[Signature]</i> | | DATE | 10-08-2010 |
| APPROVED <i>[Signature]</i> | | FILE NO. | 198-6-86 |

PW FILE NUMBER: 100799

| NAME | ADDRESS | DATE SENT | | |
|---------------|--------------------------------|-----------|--|--|
| Tim Thur | Dept. of Public Works – Infra. | | | |
| Clark Wantoch | Dept. of Public Works – Infra. | | | |
| Jeff Mantes | Commissioner of Public Works | | | |
| Jeff Polenske | Dept. of Public Works – Infra. | | | |
| Ald. Hines | CC | | | |
| Alex Runner | CC | | | |
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Legislation Details (With Text)

File #: 100800 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the proper City Officers to execute Sewer Easement Release SER-2782, located in the vacated portion of the North-South alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street in the 6th Aldermanic District.

Sponsors: THE CHAIR

Indexes:

Attachments: Cover Letter, Sewer Easement Document, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number
100800
Version
Original
Reference

Sponsor
The Chair
Title

Resolution authorizing the proper City Officers to execute Sewer Easement Release SER-2782, located in the vacated portion of the North-South alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street in the 6th Aldermanic District.

Analysis

This resolution authorizes the proper City Officers to execute Sewer Easement Release SER-2782, located in the vacated portion of the North-South alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street in the 6th Aldermanic District.

Body

Whereas, On December 19, 2006, the City of Milwaukee was granted an easement for sewer and drainage purposes in the vacated portion of the North-South alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street; and

Whereas, the portion of the sewer located within the easement in the vacated portion of the North-South alley bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street serves only the owner's property and is not needed for City sewer purposes; and

Whereas, The easement is not required for drainage purposes and does not serve the interest of the City of Milwaukee and should be released; 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 Release SER-2782, a copy of which is attached to the Common Council Resolution File Number 100800 and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said sewer easement release 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
Environmental Engineering Section
TJT/rtp
October 18, 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

October 20, 2010

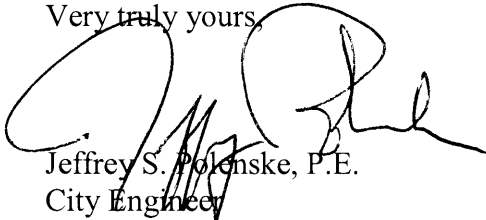
To the Honorable, the Common Council

Dear Council Members:

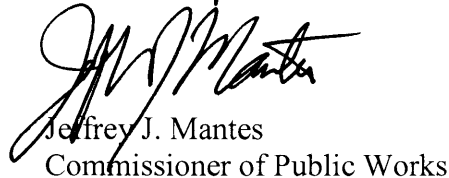
Attached is a resolution authorizing and directing the proper City officers to execute Sewer Easement Release SER-2782. SER-2782 will release a sewer easement located in the vacated portion of the alley that is bounded by East Garfield Avenue, East North Avenue, East Palmer Street and North 1st Street. The sewer easement to be released is no longer required for City sewer or drainage purposes.

We recommend adoption of the resolution.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Jeffrey J. Mantes
Commissioner of Public Works

man
TJT TJT: lvp

Attachment

SB: 3-5

**Sewer Easement
Release
SER-2782**

Document Number

Please return Document to:

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

Release of sewer easement
located in the vacated portion
of the alley that is bounded by
East Garfield Avenue, East
North Avenue, North Palmer
Street and North 1st Street

Recording Area

353-0161-210

Tax Key Number

RELEASE OF CITY OF MILWAUKEE EASEMENT SE-2782

BE IT KNOWN, That the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin, for valuable consideration to it in hand paid, the receipt thereof is hereby acknowledged, does hereby release the following described real estate, as shown in attached Exhibit "A", Plan File Number 198-6-88, located in that part of the Northeast ¼ (NE ¼) of Section 20, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

The vacated southerly 128.2 feet of a north-south alley that is bounded by East Garfield Avenue, East North Avenue, North Palmer Street and North 1st Street.

The above-described easement is a part of Tax Key Number 353-0161-210.

The aforementioned easement was granted by St Marcus Evangelical Lutheran Church on December 19, 2006, and was recorded in the office of the Register of Deeds of Milwaukee County on May 17, 2007, as Document Number 09434327.

The release of the above-described easement has been granted because the easement no longer serves the interest of the City of Milwaukee and therefore shall be released to the owner.

IN WITNESS WHEREOF, the said City of Milwaukee, has caused these presents to be signed by Thomas M. Barrett, its Mayor, and Ronald D. Leonhardt, its City Clerk, and countersigned by W. Martin Morics, Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be affixed this _____ day of _____ A.D., 20_____.

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: _____
Thomas M. Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: _____
W. Martin Morics, Comptroller

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20_____, Thomas M. Barrett, Mayor, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority, and pursuant to Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20_____, Ronald D. Leonhardt, City Clerk, of 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 Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My Commission Expires _____

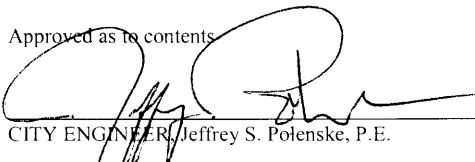
STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____ A.D., 20_____, W. Martin Morics, Comptroller, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Comptroller 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 Resolution File Number _____ adopted by its Common Council on _____.

Notary Public, State of Wisconsin
My Commission Expires _____

This instrument was drafted by the City of Milwaukee.

Approved as to contents



CITY ENGINEER, Jeffrey S. Polenske, P.E.
Approved as to form and execution

10/20/10
Date

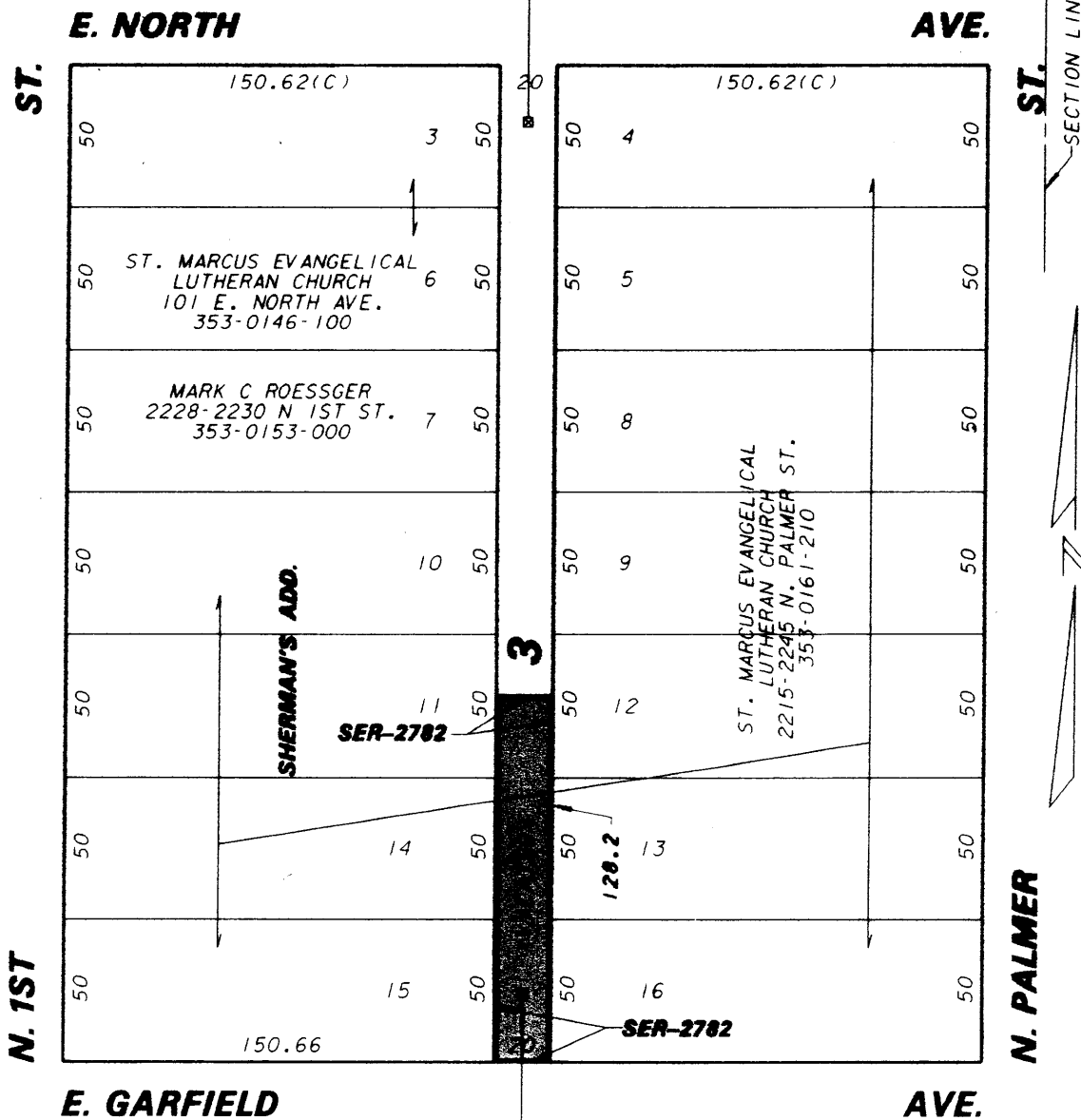
ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

EXHIBIT "A"

N.E. CORNER N.E. 1/4 SEC. 20, T.7 N., R.22 E.

SECTION LINE



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

PLAN OF SEWER EASEMENT

AREA IN N.E. 1/4 SEC. 20, T.7 N., R.22 E.

VACATED ALLEY BETWEEN N. 1ST ST. & N. PALMER ST.

E. GARFIELD AVE. TO 128.2' N. OF E. GARFIELD AVE.

SCALE 1" = 50' ATLAS PAGE NO. 363 EASE NO. SER-2782

DRAWN BY M.SAIFULLAH CH'KD. BY R.PORTER W.O. NO. WK883120004

APPROVED *Martin* DATE 10-08-2010

APPROVED *[Signature]* FILE NO. 198-6-88

PW FILE NUMBER: 100800

[illegible]



Legislation Details (With Text)

File #: 100823 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution accepting Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, in the area north of West Good Hope Road near North Cassie Avenue in the 5th Aldermanic District.

Sponsors: THE CHAIR

Indexes: SEWER EASEMENTS

Attachments: Cover Letter, Sewer Easement Document for SE-2797A, Sewer Easement Document for SE-2797B, Sewer Easement Document for SE-2797C, Sewer Easement Document for SE-2797D, Sewer Easement Document for SE-2798, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100823

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution accepting Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, in the area north of West Good Hope Road near North Cassie Avenue in the 5th Aldermanic District.

Analysis

This resolution accepts Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, located in the area north of West Good Hope Road near North Cassie Avenue in the 5th Aldermanic District.

Body

Whereas, The City of Milwaukee has submitted a request for easements required to maintain sewers located in the River Highlands Subdivision north of West Good Hope Road near North Cassie Avenue; and

Whereas, The easement areas are in lands owned by River Highlands Partners, LLC; and

Whereas, Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, granting permission to the City of Milwaukee or future assigns to maintain the sewers in the easement areas have been granted by the owner and approved as to contents by the City Engineer; and

Whereas, Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798 will also grant the City of Milwaukee or future assigns the right of entry in and across the properties with the right to inspect, enlarge, reconstruct and relocate the sewers in the easement areas as may become applicable; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City of Milwaukee hereby accepts Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D, and SE-2798, said Sewer Easement documents being attached to this Common Council File Number 100823

and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said Sewer Easement documents have been accepted, they shall be forwarded to the City Attorney for approval as to form and execution and then to the Department of Public Works for recording and distribution.

Requestor

Department of Public Works

Infrastructure Services Division

Drafter

Environmental Engineering Section

TJT/RTP

October 25, 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

October 25, 2010


To the Honorable, the Common Council

Dear Council Members:


Attached is a resolution accepting Sewer Easements SE-2797A, SE-2797B, SE-2797C, SE-2797D and SE-2798. The sewer easements are located in the River Highlands Subdivision in the area north of West Good Hope Road near North Cassie Avenue. The easements are necessary for the City of Milwaukee to maintain the existing sanitary and storm sewers within the subject properties.

We recommend adoption of the resolution.

Very truly yours,



Jeffrey S. Polenske, P.E.
City Engineer



Jeffrey J. Mantes
Commissioner of Public Works

TJT: lvp

Attachment

RTP: 3-5

**Sewer Easement
SE-2797A**

Document Number

Please return Document to:

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

A sewer easement located in an
area east of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0001-000-2

Tax Key Number

EASEMENT

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

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as “Easement Area” as shown on the attached, Exhibit “A,” Plan File Number 198-6-55, 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 following facilities and appurtenances thereto, hereinafter called, “FACILITIES”, namely sewers located in the Easement Area; and

NOW, THEREFORE, In consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations 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 Easement Area 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 following described Easement Area which is located in that

part of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southeast corner of Outlot 1, in Block 1 of River Highlands, a recorded subdivision in said Southwest $\frac{1}{4}$ Section, said point being the point of beginning of the land to be described;

Thence South $86^{\circ}50'55''$ West along the south line of said Outlot 1 and the north line of West Good Hope Road, a distance of 184.85 feet to a Point;

Thence North $03^{\circ}09'05''$ West, along the west line of said Outlot 1, a distance of 30.00 feet to a point;

Thence North $86^{\circ}50'55''$ East, 161.53 feet to a point;

Thence North $00^{\circ}07'34''$ East, 253.52 feet to a point;

Thence South $86^{\circ}50'55''$ West, 61.78 feet to a point;

Thence North $11^{\circ}35'14''$ West, 30.33 feet to a point, located on the south line of Lot 1, in said Block 1;

Thence North $86^{\circ}50'55''$ East, 80.05 feet to a point, such point also being the northeast corner of Outlot 1 and southeast corner of Lot 1;

Thence, South $32^{\circ}44'41''$ East along the easterly line of Outlot 1, a distance of 23.81 feet to a point;

Thence South $00^{\circ}07'34''$ West along the easterly line of Outlot 1, a distance of 292.87 feet to the southeast corner of Outlot 1, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0001-000-2.

UPON CONDITIONS

1. That said FACILITIES 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, detention ponds, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, detention ponds, 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 Easement Area 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, detention ponds 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 or intentional acts 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 above described 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 Easement Area. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed 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 aforescribed 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.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals.

ON THIS DATE OF October 15, 2010

RIVER HIGHLANDS PARTNERS, LLC

By: _____

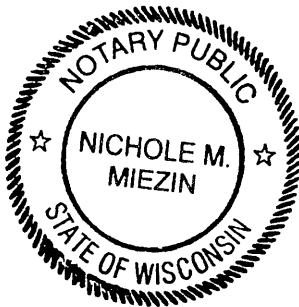
Signature

Print Name

Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 15th day of October, 2010, the above named Douglas J. Weas, as manager of River Highlands Partners, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

Approved as to contents

CITY ENGINEER Jeffrey S. Polenske, P.E.

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

Date

AVE.

18" STORM (2008)

SE-2798
33.84
N.08°49'21"W.

2.86 FEET ALONG THE EAST LINE OF N. CASSIE AVENUE, THE WEST LINE OF SAID OUTLOT 2, AND THE ARC OF A CURVE WHOSE CENTER LINE LIES TO THE WEST WHOSE RADIUS IS 280.00 FEET, AND WHOSE CHORD BEARS NORTH 08°31'46" WEST A DISTANCE OF 2.86 FEET TO A POINT.

RIVER HIGHLANDS SUBD.
BLOCK 1

21" STORM (2008)

OUTLOT 2

100.64
S.86°50'55"W.

LOT 2

89.20
N.11°35'14"W.

RIVER HIGHLANDS PARTNERS LLC
7250 N. CASSIE AVE.
112-0003-000-3
149.66

15.17
N.86°50'55"E.

LOT 1

71.52
N.11°35'14"W.

RIVER HIGHLANDS PARTNERS LLC
7242 N. CASSIE AVE.
112-0002-000-8

80.05
N.86°50'55"E.

30.33
N.11°35'14"W.

61.78
S.86°50'55"W.

8" SANITARY (2008)

RIVER HIGHLANDS PARTNERS LLC
7220 N. CASSIE AVE.
112-0001-000-2

OUTLOT 1

313.10

30.00 N.03°09'05"W.

24" STORM (2008)

8" SANITARY (2008)

EASEMENT AREA SE-2797A

161.53 N.86°50'55"E.

8" SANITARY (2008)

RD.

184.85 S.86°50'55"W.

P.O.B. (SE-2797A)

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

PLAN OF SEWER EASEMENT

AREA IN

S.W.1/4 SEC.18, T.8 N., R.21 E.

| | | | |
|----------------|----------|-----------|----------------|
| ATLAS PAGE NO. | 112 | EASE NO. | SE 2797A,B,C,D |
| DRAWN BY | JAWISE | CH'KD. BY | BH |
| APPROVED | DATE | | 8/16/10 |
| APPROVED | FILE NO. | | 198-6-55 |

EXHIBIT "A"

**Sewer Easement
SE-2797B**

Document Number

Please return Document to:

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

A sewer easement located in an
area east of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0002-000-8
Tax Key Number

EASEMENT

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

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as "Easement Area" as shown on the attached, Exhibit "A," Plan File Number 198-6-55, 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 following facilities and appurtenances thereto, hereinafter called, "FACILITIES", namely sewers located in the Easement Area; and

NOW, THEREFORE, In consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations 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 Easement Area 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 following described Easement Area which is located in that

part of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southeast corner of Lot 1, in Block 1 of River Highlands, a recorded subdivision in said Southwest $\frac{1}{4}$ Section;

Thence South $86^{\circ}50'55''$ West along the south line of said Lot 1, a distance of 64.88 feet to a point, to the point of beginning of the lands to be described;

Thence South $86^{\circ}50'55''$ West, 15.17 feet to a point;

Thence North $11^{\circ}35'14''$ West, 71.52 feet to a point;

Thence North $86^{\circ}50'55''$ East, 15.17 feet to a point;

Thence South $11^{\circ}35'14''$ East, 71.52 feet to a point, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0002-000-8.

UPON CONDITIONS

1. That said FACILITIES 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, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, 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 Easement Area 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, 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 or intentional acts 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 above described 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 Easement Area. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed 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 aforescribed 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.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals

ON THIS DATE OF October 15, 2010

RIVER HIGHLANDS PARTNERS, LLC

By: _____

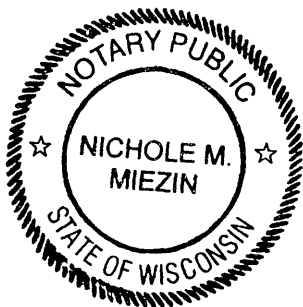
Signature

Print Name

Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 15th day of October, 2010, the above named Douglas J. Weas, as manager of River Highlands Partners, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

Approved as to contents

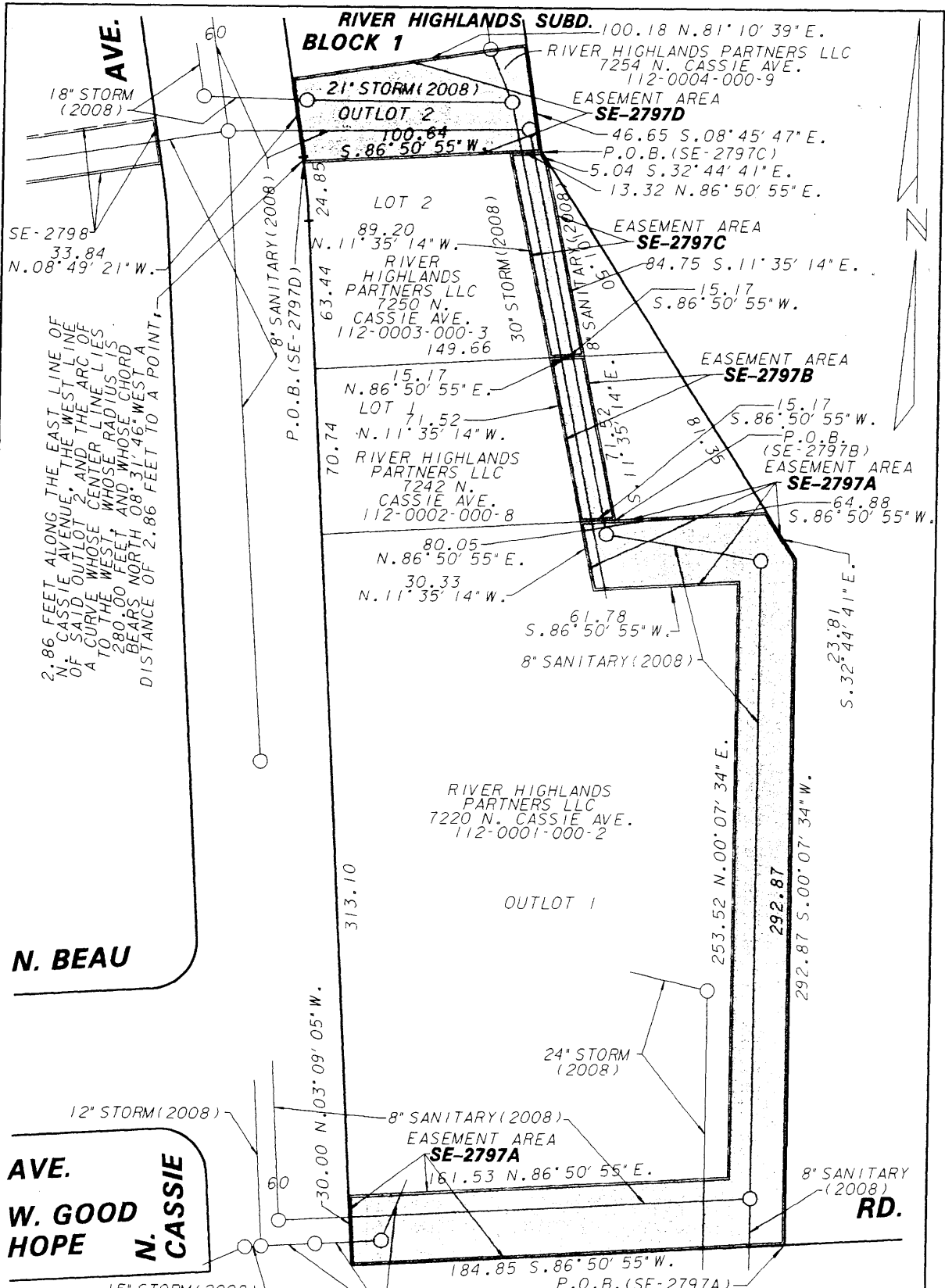
CITY ENGINEER, Jeffrey S. Polenske, P.E.

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

Date



| | | | |
|--|--|---------------------------------|--|
| ENVIRONMENTAL ENGINEERING SECTION INFRASTRUCTURE SERVICES DIVISION DEPARTMENT OF PUBLIC WORKS MILWAUKEE, WISCONSIN | | | |
| PLAN OF SEWER EASEMENT | | | |
| AREA IN | | S.W.1/4 SEC.18, T.8 N., R.21 E. | |
| <hr/> | | | |
| ATLAS PAGE NO. 112 | | EASE. NO. SE 2797A,B,C,D | |
| DRAWN BY JAWISE | | W.O. NO. | |
| CH'KD. BY BH | | DATE 8/16/10 | |
| APPROVED <i>Martin Ceguma</i> | | FILE NO. 198-6-55 | |
| APPROVED <i>Jeffrey S. Polinski</i> | | | |

EXHIBIT "A"

**Sewer Easement
SE-2797C**

Document Number

Please return Document to:

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

A sewer easement located in an
area east of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0003-000-3
Tax Key Number

EASEMENT

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

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as “Easement Area” as shown on the attached Exhibit “A,” Plan File Number 198-6-55, 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 following facilities and appurtenances thereto, hereinafter called, “FACILITIES”, namely sewers located in the Easement Area; and

NOW, THEREFORE, In consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations 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 Easement Area 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 following described Easement Area which is located in that part of the Southwest ¼ (SW ¼) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the northeast corner of Lot 2, in Block 1 of River Highlands, a recorded subdivision in said Southwest ¼ Section, said point being the point of beginning of the land to be described;

Thence South 32°44'41" East along the east line of said Lot 2 a distance of 5.04 feet to a point;

Thence South 11°35'14" East 84.75 feet to a point;

Thence South 86°50'55" West, 15.17 feet to a point;

Thence North 11°35'14" West, 89.20 feet to a point;

Thence North 86°50'55" East, 13.32 feet to the northeast corner of Lot 2, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0003-000-3.

UPON CONDITIONS

1. That said FACILITIES 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, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, 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 Easement Area 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, 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 or intentional acts 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 above described 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 Easement Area.. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed 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 aforescribed 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.

ON THIS DATE OF APRIL 15, 2010

By:

Signature

Print Name _____

Title

NOTARY PUBLIC, State of Wisconsin

My Commission Expires

Approved as to contents

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

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date _____

Date _____

AVE.

**RIVER HIGHLANDS SUBD.
BLOCK 1**

18" STORM
(2008)

SE-2798
33.84
N.08°49'21"W.

2.86 FEET ALONG THE EAST LINE OF
N. CASSIE AVENUE, THE WEST LINE
OF SAID OUTLOT 2, AND THE ARC OF
A CURVE WHOSE CENTER LINE LIES
TO THE WEST WHOSE RADIUS IS
280.00 FEET, AND WHOSE CHORD
BEARS NORTH 08°31'46" WEST A
DISTANCE OF 2.86 FEET TO A POINT.

N. BEAU

**AVE.
W. GOOD
HOPE**

N. CASSIE

EXHIBIT "A"

8" SANITARY (2008)
P.O.B. (SE-2797D)

30.00 N.03°09'05"W.

313.10

24" STORM
(2008)

8" SANITARY (2008)

EASEMENT AREA
SE-2797A

161.53 N.86°50'55"E.

184.85 S.86°50'55"W.

P.O.B. (SE-2797A)

AREA IN

S.W.1/4 SEC.18, T.8 N., R.21 E.

ATLAS PAGE NO. 112

EASE NO. SE 2797A,B,C,D

LOT 2
89.20
N.11°35'14"W.

RIVER HIGHLANDS
PARTNERS LLC
7250 N.
CASSIE AVE.
112-0003-000-3
149.66

LOT 1
71.52
N.11°35'14"W.

RIVER HIGHLANDS
PARTNERS LLC
7242 N.
CASSIE AVE.
112-0002-000-8

LOT 1
80.05
N.86°50'55"E.

30.33
N.11°35'14"W.

8" SANITARY (2008)

61.78
S.86°50'55"W.

8" SANITARY (2008)

253.52 N.00°07'34"E.

292.87

292.87 S.00°07'34"W.

8" SANITARY (2008)

EASEMENT AREA
SE-2797A

161.53 N.86°50'55"E.

184.85 S.86°50'55"W.

P.O.B. (SE-2797A)

AREA IN

S.W.1/4 SEC.18, T.8 N., R.21 E.

ATLAS PAGE NO. 112

EASE NO. SE 2797A,B,C,D

W.O. NO.

DATE 8/16/10

FILE NO. 198-6-55

MAN

100.18 N.81°10'39"E.

RIVER HIGHLANDS PARTNERS LLC
7254 N. CASSIE AVE.
112-0004-000-9

EASEMENT AREA
SE-2797D

46.65 S.08°45'47"E.

P.O.B. (SE-2797C)

5.04 S.32°44'41"E.

13.32 N.86°50'55"E.

EASEMENT AREA
SE-2797C

84.75 S.11°35'14"E.

15.17
S.86°50'55"W.

EASEMENT AREA
SE-2797B

15.17
S.86°50'55"W.

P.O.B. (SE-2797B)

EASEMENT AREA
SE-2797A

64.88
S.86°50'55"W.

23.81
S.32°44'41"E.

8" SANITARY (2008)

253.52 N.00°07'34"E.

292.87

292.87 S.00°07'34"W.

8" SANITARY (2008)

EASEMENT AREA
SE-2797A

161.53 N.86°50'55"E.

184.85 S.86°50'55"W.

P.O.B. (SE-2797A)

AREA IN

S.W.1/4 SEC.18, T.8 N., R.21 E.

ATLAS PAGE NO. 112

EASE NO. SE 2797A,B,C,D

W.O. NO.

DATE 8/16/10

FILE NO. 198-6-55

MAN

**Sewer Easement
SE-2797D**

Document Number

Please return Document to:

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

A sewer easement located in an
area east of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0004-000-9
Tax Key Number

EASEMENT

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

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as "Easement Area" as shown on the attached Exhibit "A", Plan File Number 198-6-55, 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 following facilities and appurtenances thereto, hereinafter called, "FACILITIES", namely sewers located in the Easement Area; and

NOW, THEREFORE, In consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations 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 Easement Area 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 following described Easement Area which is located in that

part of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southwest corner of Outlot 2, in Block 1 of River Highlands, a recorded subdivision in said Southwest $\frac{1}{4}$ Section, said point being the point of beginning of the land to be described;

Thence northwesterly 2.86 feet along the east line of North Cassie Avenue, the west line of said Outlot 2 and the arc of a curve whose center line lies to the west, whose radius is 280.00 feet and whose chord bears North $08^{\circ}31'46''$ West a distance of 2.86 feet to a point;

Thence North $08^{\circ}49'21''$ West along the west line of Outlot 2, a distance of 33.84 feet to a point being the northwest corner of said Outlot 2;

Thence North $81^{\circ}10'39''$ East along the north line of said Outlot 2, a distance of 100.18 feet to a point being the northeast corner of said Outlot 2;

Thence South $08^{\circ}45'47''$ East along the east line of said Outlot 2, a distance of 46.65 feet to a point;

Thence South $86^{\circ}50'55''$ West along the south line of said Outlot 2, a distance of 100.64 feet to a point on the east line of North Cassie Avenue, such point being the southwest corner of said Outlot 2, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0004-000-9.

UPON CONDITIONS

1. That said FACILITIES 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, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, 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 Easement Area 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, 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 or intentional acts 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 above described 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 Easement Area. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed 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 aforescribed 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.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals

ON THIS DATE OF October 15, 2010

RIVER HIGHLANDS PARTNERS, LLC

By: _____

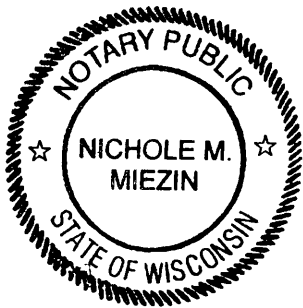
Signature

Print Name

Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 15th day of October, 2010, the above named Douglas J. Weas, as manager of River Highlands Partners, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

Approved as to contents

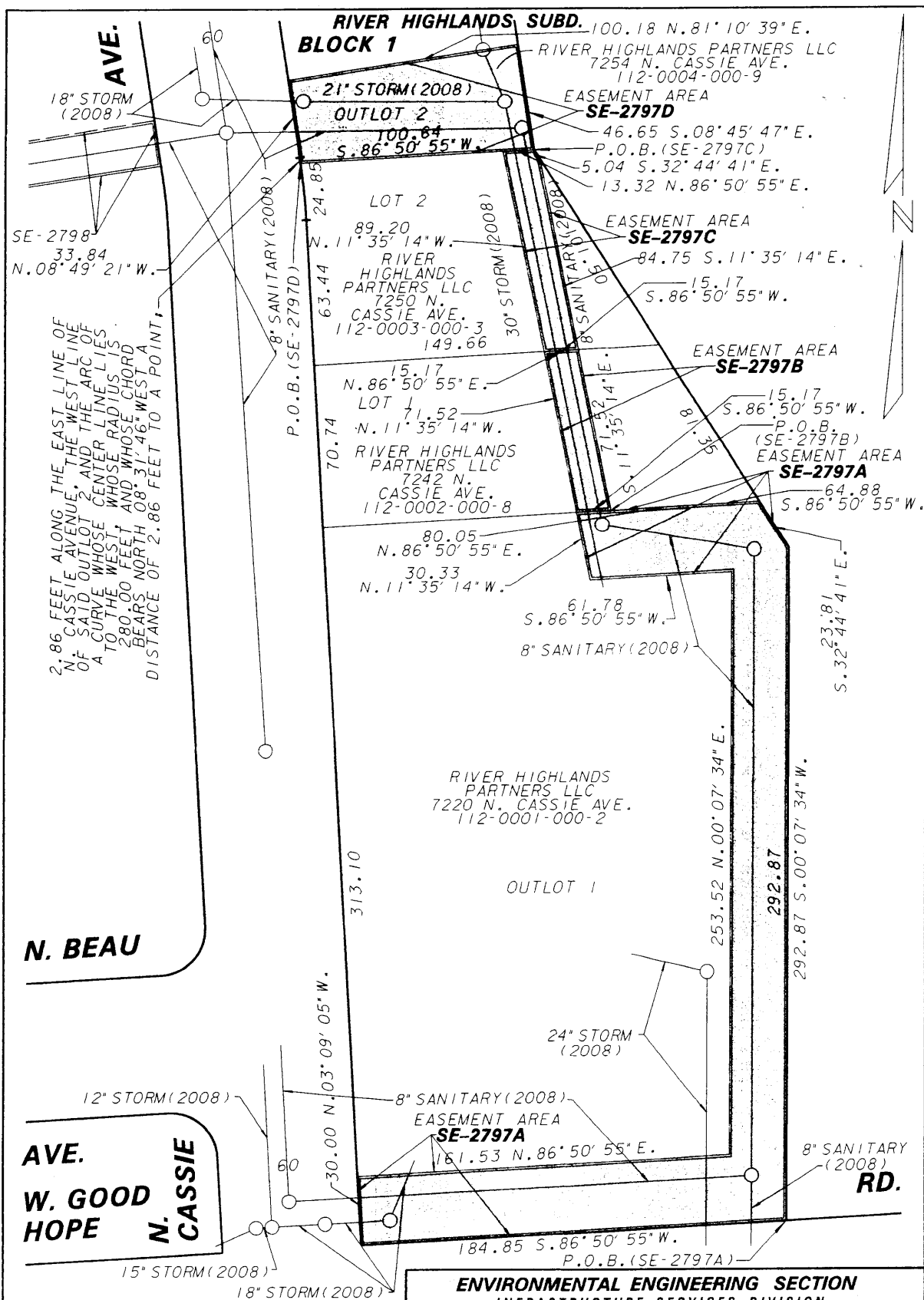
CITY ENGINEER, Jeffrey S. Polenske, P.E.

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

10/11/10
Date

Date



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

PLAN OF SEWER EASEMENT

AREA IN **S.W. 1/4 SEC. 18, T. 8 N., R. 21 E.**

| | |
|-------------------------------------|--------------------------|
| ATLAS PAGE NO. 112 | EASE. NO. SE 2797A,B,C,D |
| DRAWN BY JAWISE | CH'D. BY BH |
| APPROVED <i>Martin Ceguna</i> | DATE 8/16/10 |
| APPROVED <i>Jeffrey S. Polinski</i> | FILE NO. 198-6-55 |

EXHIBIT "A"

**Sewer Easement
SE-2798**

Document Number

Please return Document to:

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

A sewer easement located in an
area west of North Cassie
Avenue and north of West Good
Hope Road.

Recording Area

112-0045-000-2
Tax Key Number

EASEMENT

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

WITNESSETH

THAT, WHEREAS, The City desires to acquire a permanent EASEMENT, over the area identified as "Easement Area" as shown on the attached, Exhibit "A", Plan File Number 198-6-56, 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 following facilities and appurtenances thereto, hereinafter called, "FACILITIES", namely sewers located in the Easement Area; and

NOW, THEREFORE, In consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations 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 Easement Area 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 following described Easement Area which is located in that

part of the Southwest ¼ (SW ¼) of Section 18, Township 8 North, Range 21 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit:

Commencing at the southeast corner of Outlot 1, In Block 2 of River Highlands, a recorded subdivision in said Southwest ¼ Section, said point being the point of beginning of the land to be described;

Thence South 81°10'39" West along the south line of said Outlot 1 and the north line of Lot 18 in said Block 2, a distance of 143.22 feet to a point;

Thence South 89°52'26" West, along the south line of said Outlot 1, a distance of 144.13 feet to a point;

Thence North 00°07'34" East, 20.00 feet to a point;

Thence North 89°52'26" East, 142.17 feet to a point;

Thence North 81°10'39" East, 142.05 feet to a point;

Thence South 08°49'21" East, 20.00 feet to a point, such point also being the southeast corner of Outlot 1, in said Block 2, said point also being the point of beginning.

The above described permanent EASEMENT effects the Easement Area which is a part of Tax Key Number 112-0045-000-2.

UPON CONDITIONS

1. That said FACILITIES 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, detention ponds, and parking lot surfacing may be constructed, and that the City will replace such damaged or removed lawns, concrete walks, roadways, driveways, detention ponds, 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 Easement Area 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, detention ponds 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 or intentional acts 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 above described 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 Easement Area. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed 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 aforescribed 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.

IN WITNESS WHEREOF the GRANTOR has hereunto set its hands and seals

ON THIS DATE OF October 15, 2010

RIVER HIGHLANDS PARTNERS, LLC

By: _____

Signature

Print Name

Title

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Before me personally appeared on this 15th day of October, 2010, the above named Douglas J. Weas, as manager of River Highlands Partners, LLC, to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires

This instrument was drafted by the City of Milwaukee.

Approved as to contents

CITY ENGINEER Jeffrey S. Polenske, P.E.

Approved as to form and execution

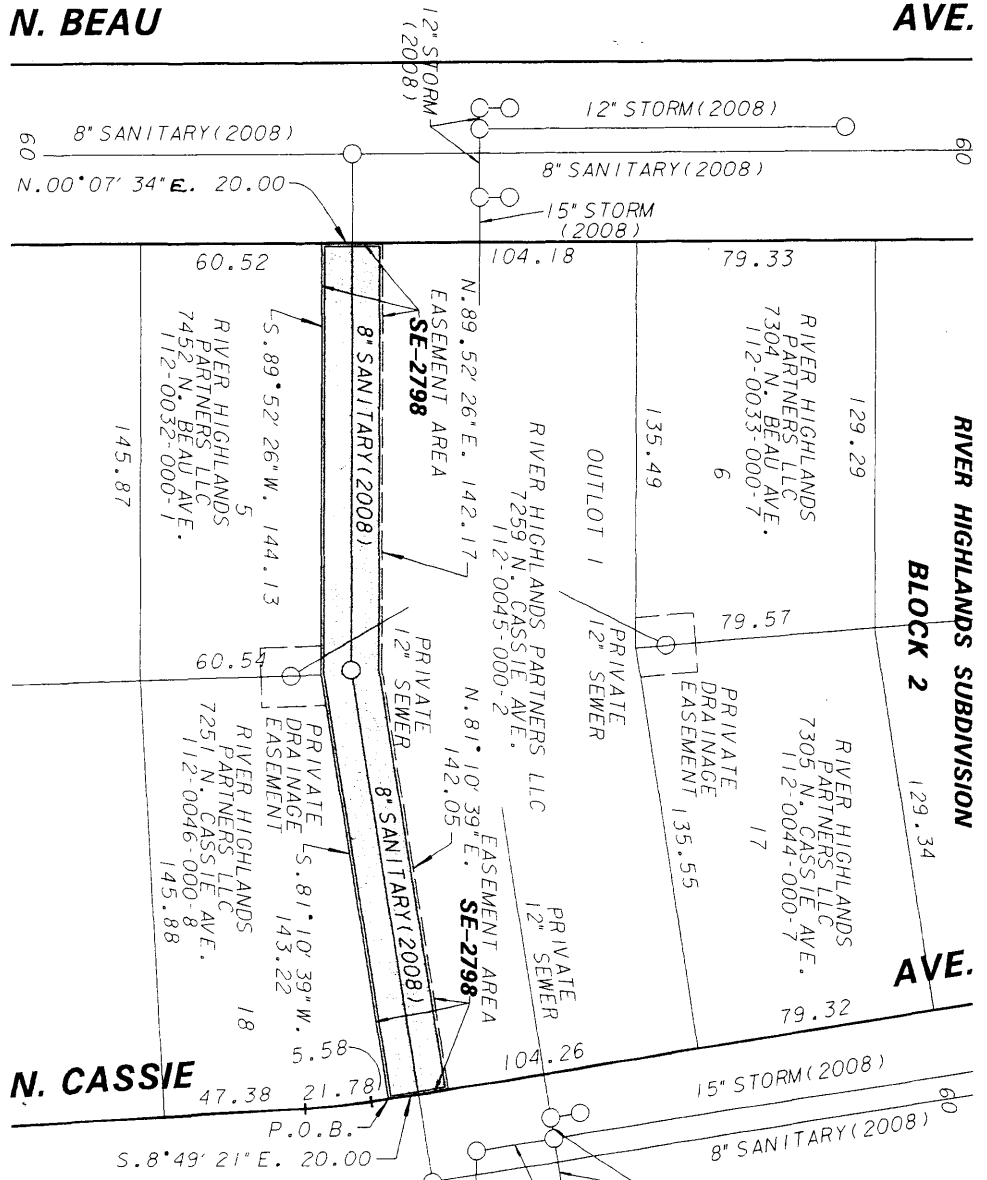
ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date

Date

N. BEAU

AVE.



N. CASSIE

AVE.

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

PLAN OF SEWER EASEMENT

S.W. 1/4 SEC. 18, T. 8 N., R. 21 E.

| | | |
|--------------------------------------|--------------------|------------------|
| AREA IN | ATTAS PAGE NO. 712 | EASE NO. SE 2798 |
| DRAWN BY JAWISE | CHRD. BY BH | W.O. NO. |
| APPROVED <i>Matthew C. Gurnea</i> | DATE 8/16/10 | |
| APPROVED <i>Jeffrey S. Rasmussen</i> | FILE NO. 198-6-56 | |

PW FILE NUMBER: 100823

[illegible]



Legislation Details (With Text)

| | | | |
|------------------------|--|----------------------|------------------------|
| File #: | 100829 | Version: | 0 |
| Type: | Resolution | Status: | In Committee |
| File created: | 11/3/2010 | In control: | PUBLIC WORKS COMMITTEE |
| On agenda: | | Final action: | |
| Effective date: | | | |
| Title: | Resolution authorizing the Commissioner of Public Works and Comptroller to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the installation of a traffic control signal at West Lapham Boulevard and South 13th Street and to fund preliminary engineering for the project in the 12th Aldermanic District with a total estimated cost of \$25,000, with an estimated grantor share of \$22,500, and an estimated City share of \$2,500. | | |
| Sponsors: | THE CHAIR | | |
| Indexes: | AGREEMENTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION | | |
| Attachments: | Cover Letter, Agreement, Comptroller's Certificate, Hearing Notice List | | |

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100829

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution authorizing the Commissioner of Public Works and Comptroller to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the installation of a traffic control signal at West Lapham Boulevard and South 13th Street and to fund preliminary engineering for the project in the 12th Aldermanic District with a total estimated cost of \$25,000, with an estimated grantor share of \$22,500, and an estimated City share of \$2,500.

Analysis

This resolution authorizes the Commissioner of Public Works and Comptroller to execute a State/Municipal Agreement with the Wisconsin Department of Transportation for the installation of a traffic control signal at West Lapham Boulevard and South 13th Street and to fund preliminary engineering for the project in the 12th Aldermanic District with a total estimated cost of \$90,000, with an estimated grantor share of \$81,000, and an estimated City share of \$9,000. The total estimated preliminary engineering cost for the project is \$25,000, with a grantor share of \$22,500 and a City share of \$2,500, approval of construction costs will be in a future resolution.

Body

Whereas, The submittal of a Highway Safety Improvement Program (HSIP) grant application to the Wisconsin Department of Transportation (WISDOT) for the installation of a traffic control signal at West Lapham Boulevard and South 13th Street was approved by the Common Council under File Number 071214; and

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

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

Project I.D. 2049-00-00/70

West Lapham Boulevard and South 13th Street Intersection

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 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 a State/Municipal Agreement for the programming and the design/construction of aforementioned project 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 project 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 project; 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. 2049-00-00/70
West Lapham Boulevard and South 13th Street Intersection
Milwaukee County

Preliminary Engineering

City of Milwaukee Share
Fund Number-0333
Project/Grant Number-ST320100000
\$2,500

Grantor Reimbursable Cash
Fund Number-0306
Project/Grant Number-ST032100100
\$22,500

Total Cost of Preliminary Engineering-\$25,000

Previously Authorized for Preliminary Engineering-\$0
Current Estimated Cost of the Total Project Including this Resolution-\$90,000
Original Estimated Cost of the Total Project-\$90,000

Requestor
Department of Public works
Drafter
Infrastructure Services Division
RWB: ns

October 19, 2010

October 18, 2010

To the Honorable, the Common Council

Subject: Highway Safety Improvement Program
West Lapham Boulevard and South 13th Street

Dear Council Members:

The Wisconsin Department of Transportation (WISDOT) has transmitted the attached State/Municipal Agreement to be executed by the City of Milwaukee for programming and construction of a traffic control signal at the intersection of West Lapham Boulevard and South 13th Street.

The total estimated cost of the project is \$90,000, with a grantor share of \$81,000 and a City share of \$9,000. The estimated preliminary engineering cost of the project is \$25,000, with a grantor share of \$22,500 and a City share of \$2,500.

We have prepared and recommend adoption of the attached resolution authorizing the Commissioner of Public Works and the City Comptroller to execute a State/Municipal Agreement. 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: Honorable James N. Witkowiak, Alderman 12th District

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

Date: October 6, 2010
ID: 2049-00-00/70
Description: W Lapham Blvd - S 13th St Intersection
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 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:

Current intersection has a two way stop control. Due to high traffic volume there are a large number of right angle crashes

Proposed Improvement - Nature of work:

Install traffic signal.

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:

| Estimated Cost | | | | | |
|---------------------------------|-----------------------------|----------------------|------------|------------------------|------------|
| | Total Estimated Cost | Federal Funds | % | Municipal Funds | % |
| Design (-00) | \$25,000 | \$22,500 | 90% | \$2,500 | 10% |
| Construction (-70) (LFA) | \$65,000 | \$58,500 | 90% | \$6,500 | 10% |
| Total Cost Distribution | \$90,000 | \$81,000 | | \$9,000 | |
| | | | | | |

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

Signed for and on behalf of City of Milwaukee:

| | |
|------------------------|-------|
| Signature | Title |
| Name (Written Clearly) | Date |

Signed for and on behalf of City of Milwaukee:

| | |
|------------------------|-------|
| Signature | Title |
| Name (Written Clearly) | 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.

(End of Document)

Capital Grant Resolution Certification from the
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. 100829 for installation of a traffic control signal at West Lapham Boulevard and South 13th Street (City Share \$2,500; Grantor Share \$22,500) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: 

Date: 10/22/10

PW FILE NUMBER: 100829

[illegible]



Legislation Details (With Text)

File #: 100830 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution relative to the cost participation and installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections under two Highway Safety Improvement Program projects in various Aldermanic Districts at a total estimated cost of \$744,304.84, with an estimated grantor share of \$669,874.35, and an estimated City share of \$74,430.49.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, TRAFFIC CONTROL REGULATIONS, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Cover Letter, Agreement and Maps, Comptroller's Certificate, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100830

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution relative to the cost participation and installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections under two Highway Safety Improvement Program projects in various Aldermanic Districts at a total estimated cost of \$744,304.84, with an estimated grantor share of \$669,874.35, and an estimated City share of \$74,430.49.

Analysis

Resolution relative to the cost participation and installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections under two Highway Safety Improvement Program projects in various Aldermanic Districts at a total estimated cost of \$744,304.84, with an estimated grantor share of \$669,874.35, and an estimated City share of \$74,430.49, and to install these improvements upon execution of the agreement. This resolution also authorizes the Comptroller to establish and transfer funds to the appropriate accounts for the project. The total estimated cost of both projects is \$744,304.84, with a grantor share of \$669,874.35 and a City share of \$74,430.49.

Body

Whereas, Two Project Agreements for the installation of traffic signal improvements under the 2010 Highway Safety Improvement Program (HSIP) were approved by the Common Council under File Number 090888; and

Whereas, The HSIP is intended to reduce the number and severity of vehicle and pedestrian crashes; and

Whereas, The installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections will improve pedestrian safety by providing pedestrians with the time remaining in the flashing “Don’t Walk” before the start of the yellow signal, resulting in fewer pedestrian conflicts with vehicles; and

Whereas, The total estimated cost of the two projects is \$744,304.84 for traffic control signal improvements; and

Whereas, Ten percent of the participating costs, or \$74,430.49, is not reimbursable and is included in the Division’s 2010 Capital Purpose Project/Grant Number ST320100000; and

Whereas, Ninety Percent of the participating project cost, or \$669,874.35, is reimbursable from the Wisconsin Department of Transportation (WISDOT), and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032100100; 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 enter into funding agreements and are directed to execute contracts with WISDOT for the installation of traffic control signal improvements under two Highway Safety Improvement Program projects 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, that the Commissioner of Public Works is directed to install pedestrian countdown timers at 163 traffic signal controlled local street intersections at locations indicated on the maps attached to this resolution; 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. 2645-07-90

City of Milwaukee, Various Intersections, Countdown Timers #2

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320100000

\$37,759.79

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032100100

\$339,838.06

Total-\$377,597.85

Previously Authorized for Traffic Control Improvements-\$0

Current Estimated Cost of the Total Project Including this Resolution-\$750,000.00

Original Estimated Cost of the Total Project (Common Council Resolution File Number 090888)-\$750,000.00

Location:

Project I. D. 2645-06-90

City of Milwaukee, Various Intersections, Countdown Timers #3

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320100000

\$36,670.70

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032100100

\$330,036.29

Total-\$366,706.99

Previously Authorized for Traffic Control Improvements-\$0

Current Estimated Cost of the Total Project Including this Resolution-\$750,000.00

Original Estimated Cost of the Total Project (Common Council Resolution File Number 090888)-\$750,000.00

Resolution Total-\$744,304.84

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

RWB: ns

October 13, 2010

Countdown Grants #2 and #3 (163 Local Street Intersections)

October 13, 2010

To the Honorable, the Common Council

Subject: 2010 Highway Safety Improvement Program
City of Milwaukee, Various Intersections, Countdown Timers #2 and #3

Dear Council Members:

The 2010 Highway Safety Improvement Program (HSIP) includes the installation of pedestrian countdown timers at 163 traffic signal controlled local street intersections. The HSIP is intended to reduce the number and severity of vehicle and pedestrian crashes.

The total estimated cost of the projects is \$744,304.84. Ninety percent of the total cost, or \$669,874.35, will be funded by the Wisconsin Department of Transportation (WISDOT). The local share, or \$74,430.49, will be provided through the Division's existing Capital Improvement Program.

We have, therefore, prepared the attached resolution, which authorizes the Commissioner of Public Works to execute two Local Force Account (LFA) – Local agreements with WISDOT that allows City forces to install pedestrian countdown timers at 163 traffic signal controlled local street intersections in various Aldermanic Districts.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

RWB: ns

Attachment

AGREEMENT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation
DT2056 5/2010

| | | |
|--|--|---|
| Project ID 2645-07-90 | Agreement Amount \$377,597.85 | Agreement between WisDOT and Local Governmental Unit – Also must be doing the work <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County of |
| Road Name City of Milwaukee, Various Local Streets, Countdown Timers #2 | | |
| Highway Local Streets | County – Where Work Performed Milwaukee | |
| <input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Agreement to BHO) | | <input checked="" type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD) |
| <input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO) | | |
| Type of Work Traffic Signals | | |
| Approximate Start Work Date January 1, 2011 | | Approximate Stop Work Date August 31, 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) _____
Jeffrey J. Mantes

(Regional Director) _____ (Date) _____

(Title) Commissioner of Public Works

(Name) _____ (Date) _____
W. Martin Morics

(Title) Comptroller

(Name) _____ (Date) _____

(Title) _____

(Name) _____ (Date) _____

(Title) _____

Approved for the State of Wisconsin

(Contract Specialist) _____ (Date) _____

(Director of Project Development) _____ (Date) _____

(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.

AGREEMENT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation
DT2056 5/2010

| | | |
|--|--|---|
| Project ID 2645-06-90 | Agreement Amount \$366,706.99 | Agreement between WisDOT and Local Governmental Unit – Also must be doing the work <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County of |
| Road Name City of Milwaukee, Various Local Streets, Countdown Timers #3 | | |
| Highway Local Streets | County – Where Work Performed Milwaukee | |
| <input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Agreement to BHO) | | <input checked="" type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD) |
| <input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO) | | |
| Type of Work Traffic Signals | | |
| Approximate Start Work Date January 1, 2011 | | Approximate Stop Work Date August 31, 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

(Name) _____ (Date) _____
Jeffrey J. Mantes

(Title) Commissioner of Public Works

(Name) _____ (Date) _____
W. Martin Morics

(Title) Comptroller

(Name) _____ (Date) _____

(Title) _____

(Name) _____ (Date) _____

(Title) _____

For Wisconsin Department of Transportation

(Regional Director) _____ (Date) _____

Approved for the State of Wisconsin

(Contract Specialist) _____ (Date) _____

(Director of Project Development) _____ (Date) _____

(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 2645-07-90

CITY OF MILWAUKEE, VARIOUS LOCAL STREETS, COUNTDOWN TIMERS #2

LOCAL STREETS

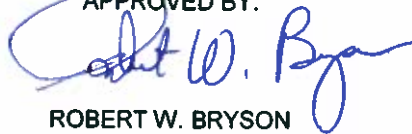
MILWAUKEE COUNTY

| Item No. | Std. Bld Item No. | Description | Unit | Quantity | Excluded Costs | City Unit | City Total |
|----------|----------------------|--|------|----------|-------------------|-----------|---------------|
| 71066LC | 658.0412 | Pedestrian Signal Face 12-Inch | Each | 549 | \$ 95,571.20 | \$ 322.28 | \$ 176,931.04 |
| 71067 | SPV.0060 | Pedestrian Countdown Signal Face 12-Inch | Each | 625 | \$ 108,044.04 | \$ 321.07 | \$ 200,666.81 |

TOTAL CITY COST \$ 377,597.85

TOTAL EXCLUDED COSTS \$ 203,615.24

APPROVED BY:



ROBERT W. BRYSON
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC AND LIGHTING DESIGN UNIT
JOSEPH C. BLAKEMAN
REVISED: OCTOBER 7, 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.

PROJECT UNIT COST ANALYSIS

ESTIMATE OF QUANTITIES

PROJECT ID 2645-06-90

CITY OF MILWAUKEE, VARIOUS LOCAL STREETS, COUNTDOWN TIMERS #3

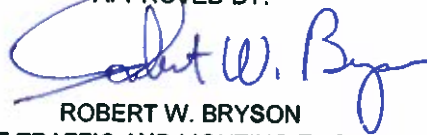
LOCAL STREETS

MILWAUKEE COUNTY

| Item No. | Std. Bid Item No. | Description | Unit | Quantity | Excluded Costs | City Unit | City Total |
|----------|----------------------|--|------|----------|-------------------|-----------|---------------|
| 71066LC | 658.0412 | Pedestrian Signal Face 12-Inch | Each | 570 | \$ 99,226.93 | \$ 322.28 | \$ 183,698.88 |
| 71067 | SPV.0060 | Pedestrian Countdown Signal Face 12-Inch | Each | 570 | \$ 98,536.16 | \$ 321.07 | \$ 183,008.11 |

TOTAL CITY COST \$ 366,706.99
TOTAL EXCLUDED COSTS \$ 197,763.09

APPROVED BY:

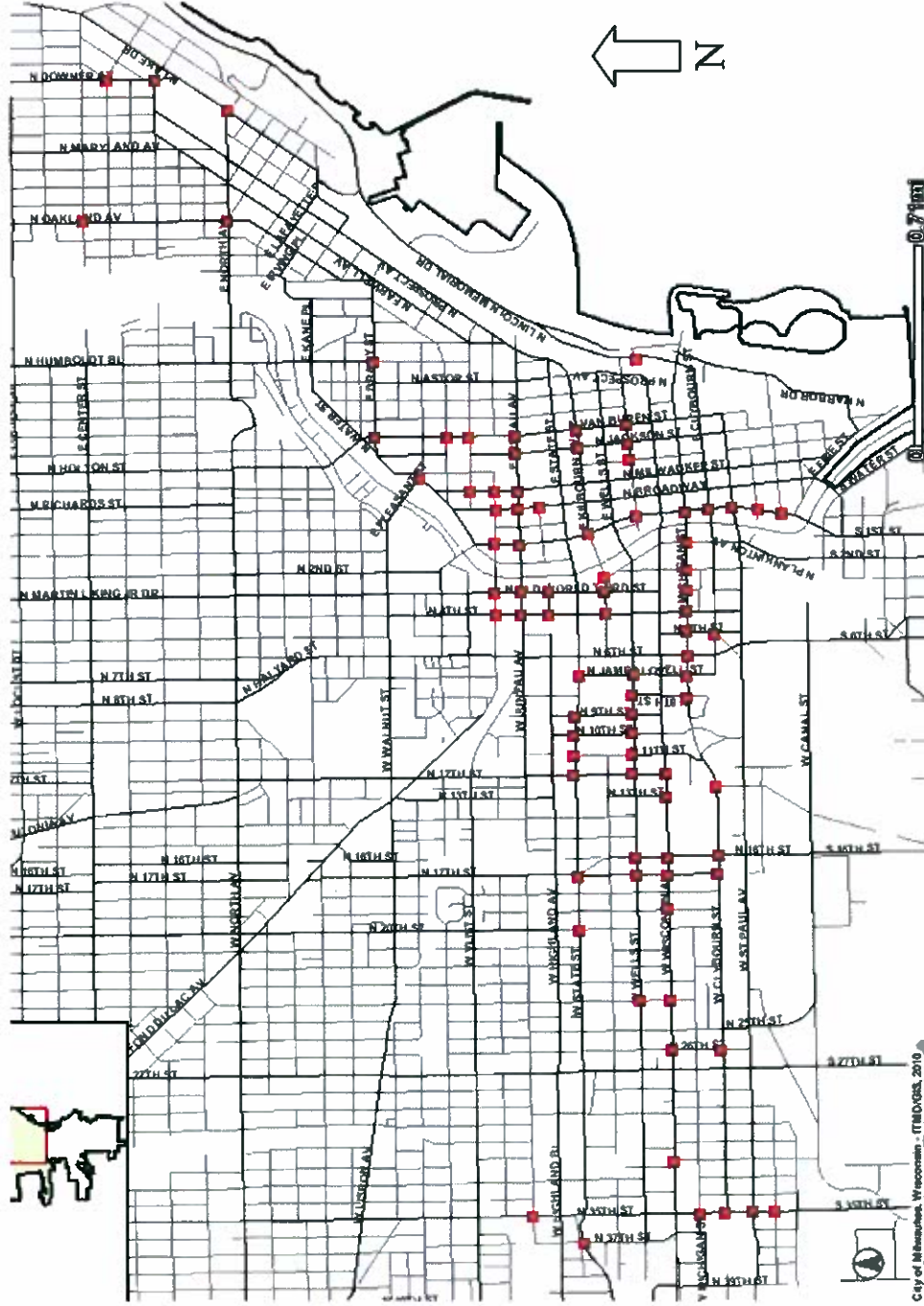


ROBERT W. BRYSON
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC AND LIGHTING DESIGN UNIT
JOSEPH C. BLAKEMAN
REVISED: OCTOBER 7, 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.

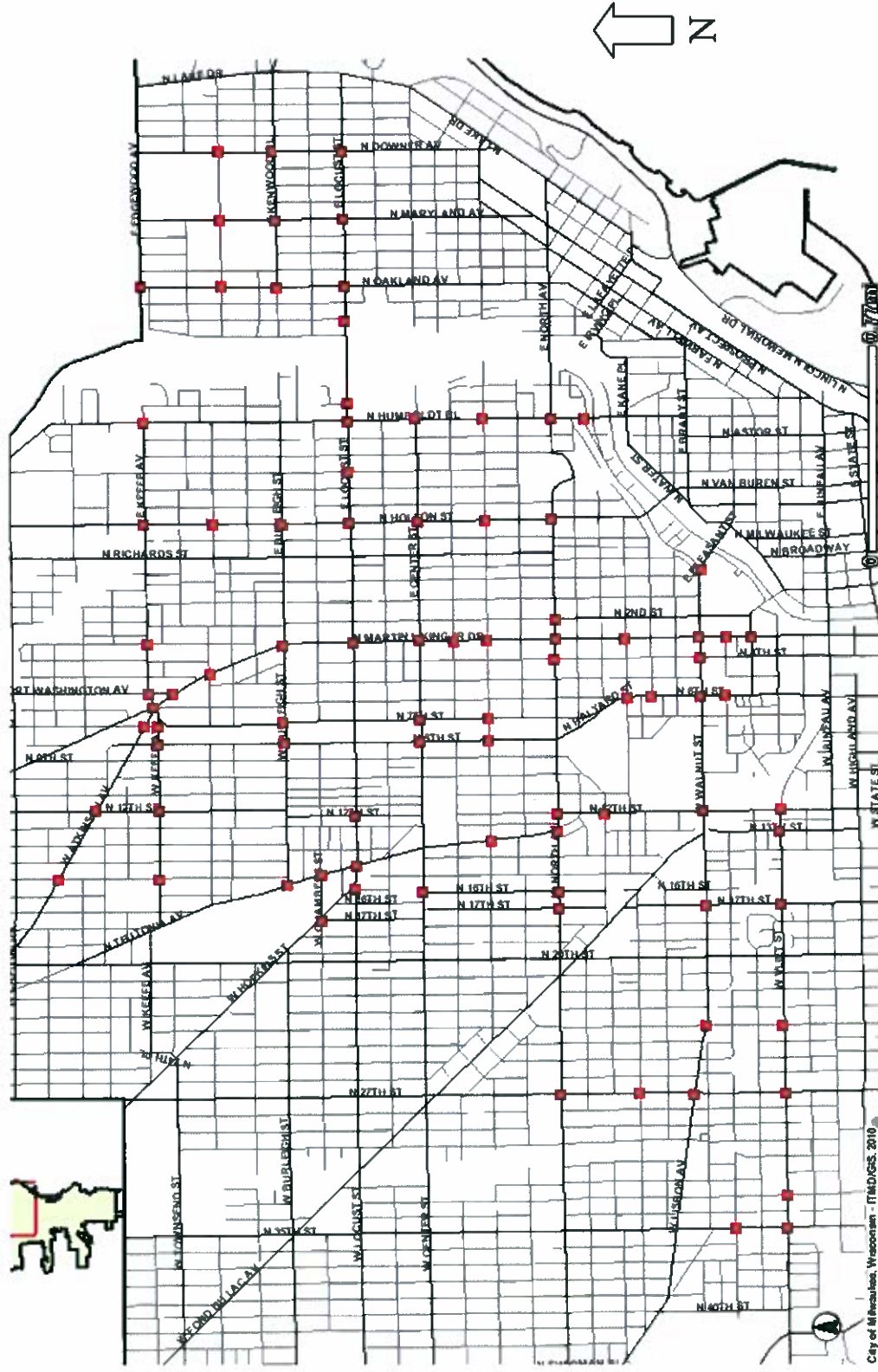
PROJECT LOCATION MAP



■ TRAFFIC SIGNAL IMPROVEMENT LOCATION

PROJECT ID 2645-07-00
 2010 HSIP GRANT
 CITY OF MILWAUKEE VARIOUS LOCAL STREETS
 COUNTDOWN TIMERS #2
 CITY OF MILWAUKEE - DEPT. OF PUBLIC WORKS

PROJECT LOCATION MAP



■ TRAFFIC SIGNAL IMPROVEMENT LOCATION

PROJECT ID 2645-06-00
 2010 HSIP GRANT
 CITY OF MILWAUKEE VARIOUS LOCAL STREETS
 COUNTDOWN TIMERS #3
 CITY OF MILWAUKEE - DEPT. OF PUBLIC WORKS

Capital Grant Resolution Certification from the
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. 100830 for 163 traffic signal countdown timers at various intersections (City Share \$74,430.49; Grantor Share \$669,874.5) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. W. Wineski

Date: 10/14/10

PW FILE NUMBER: 100830

[illegible]



Legislation Details (With Text)

File #: 100608 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 9/21/2010 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Department of City Development to apply for a Transportation Economic Assistance grant from the Wisconsin Department of Transportation in the 7th Aldermanic District.

Sponsors: THE CHAIR

Indexes: RAILROADS, STATE GRANTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Grant Application, Job Guarantee, Project Information Form, LRB Fiscal Analysis, Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 9/21/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100608

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution authorizing the Department of City Development to apply for a Transportation Economic Assistance grant from the Wisconsin Department of Transportation in the 7th Aldermanic District.

Analysis

This resolution authorizes the Department of City Development to apply for a Transportation Economic Assistance grant from the Wisconsin Department of Transportation on behalf of United Milwaukee Scrap, LLC, to provide partial funding for the company to install a rail spur to serve its property at 3280 North 35th Street.

Body

Whereas, The Wisconsin Department of Transportation ("WISDOT") accepts applications for Transportation Economic Assistance ("TEA") grants to fund transportation projects that support business growth and retention; and

Whereas, The applicant for a TEA grant must be a unit of local government, even though such grants may be used to assist a privately owned business; and

Whereas, A TEA grant requires a 50 percent local match; and

Whereas, A TEA grant must retain or create at least one job for every \$5,000 of grant funding; and

Whereas, The applicant for a TEA grant must enter into a job guarantee with WISDOT and agree to reimburse WISDOT if job targets are not met; and

Whereas, United Milwaukee Scrap, LLC, has asked the City of Milwaukee to apply for a TEA grant to be used to provide a rail spur to its operation at 3280 North 35th Street; and

Whereas, TEA grant funds will leverage employment growth at United Milwaukee Scrap, LLC; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of City Development ("DCD") is authorized to apply to the Wisconsin Department of Transportation for a TEA grant on behalf of United Milwaukee Scrap, LLC; and, be it

Further Resolved, That the local match required for the TEA grant will be provided by United Milwaukee Scrap, LLC; and, be it

Further Resolved, That DCD is directed to enter into a job guarantee agreement that obligates United Milwaukee Scrap, LLC, to meet the job retention and creation requirements of the grant; and, be it

Further Resolved, That DCD is directed to work with United Milwaukee Scrap, LLC, to reach agreement regarding opportunities for operational improvements at the property at 3280 North 35th Street, prior to submitting the TEA grant application.

Drafter

DCD:MLB:mlb

09/21/10/A



GRANT APPLICATION

Under the State of Wisconsin's Transportation Facilities
Economic Assistance and Development Program (TEA)

Wisconsin Department of Transportation

DT1283 1/2005

1. APPLICANT(S)

Community Name

City of Milwaukee, Dept. of City Development

Street Address/PO Box

809 N Broadway

City, State, ZIP Code

Milwaukee, WI 53202

Area Code - Telephone Number

414-286-5845

FAX Number

414-286-0395

Community Contact Person

Ms. Kein Burton

Title

Redevelopment Manager

E-mail Address of Contact Person

kein.burton@milwaukee.gov

Business Name

United Milwaukee Scrap LLC

Business Street Address/PO Box

3232 W Ford Du Lac Ave

City, State, ZIP Code

Milwaukee, WI 53210

Area Code - Telephone Number

414-444-8059

FAX Number

414-444-8097

Business Contact Person

David Arnstein

Title

Director Business Development

E-mail Address of Contact Person

darnstein@umslwi.com

2. CERTIFICATION

To the best of my knowledge and belief, the information submitted is true and correct and the document has been duly authorized for submittal by the governing agency.

X

(City/Village/Town Officer Authorized to Sign Application)

(Date)

(Title)

Please submit your application in quadruplicate in stapled format (not spiral bound, no binders).

PART I: SCREENING INFORMATION

3. ELIGIBILITY CRITERIA (Check only those that apply.):

- ☒ A. The new business development will definitely occur within 3 years if the transportation improvement is completed.
- ☒ B. The new business development is not primarily retail, an eating or drinking establishment, a recreation or entertainment facility, or hotel/motel.
- ☒ C. The new business development does not primarily involve transfer of business from other parts of the state.
- ☒ D. Applicant(s) will comply with all federal and state laws and local ordinances as they relate to the development and use of the transportation facility development.
- ☒ E. Community acknowledges its willingness to sign a Job Guarantee with WisDOT. The actual Guarantee can be signed later. A copy of a Job Guarantee with the language we currently use is attached. The Community may elect to adopt a like guarantee with the business(es).
- ☐ F. (If applicable) The road improvement will be under local government jurisdiction, will be open to the public, and all municipalities concur in the project where more than one jurisdiction is involved.
- ☐ G. (If applicable) The rail improvement will either be under the jurisdiction of a public authority, or businesses or persons other than the TEA application business(es) may use the improvement.

4. ELIGIBILITY DOCUMENTATION

From the community(ies): A written statement on letterhead signed by a company official detailing why it is not able to fund 100% of the proposed transportation improvement and what alternate sources of funding have been explored.

Note: General Obligation (G.O.) borrowing capacity and remaining G.O. capacity should be given, as should details on any Tax Incremental Financing involved.

☒ **From the business(es):** A written statement on company letterhead signed by a company official indicating that it is electing to expand in Wisconsin partially because the TEA eligible improvements are promised and that it either:

- (a) Explored expansion alternatives in other states, detailing their alternatives; or,
- ☒ (b) Will not expand in Wisconsin at all without the proposed transportation improvements.

PART II: EVALUATION DATA - FROM THE COMMUNITY

5. DESCRIPTION OF THE TRANSPORTATION IMPROVEMENT
6. JUSTIFICATION FOR THE PROPOSED TRANSPORTATION IMPROVEMENT
7. A COST ESTIMATE OF THE TRANSPORTATION IMPROVEMENT (please attach), including amount of materials and unit prices. Eligible cost items are: design engineering, environmental testing and remediation, real estate (purchase price of that portion under the right-of-way only), relocation of residence and business (if applicable), construction, reconstruction (if applicable), utility relocation (if applicable), and construction engineering & contingencies (15%).
Note: Connecting railroad costs should also be included on rail spur projects.
8. A PROPOSED TYPICAL CROSS-SECTION for a road transportation improvement AND/OR a TRACK LAYOUT DRAWING for a rail transportation improvement (please attach).
9. An 8 1/2" x 11" SITE PLAN, preferably color coded, plotting: planned business expansion; proposed transportation improvements; and, area network of roads and rail lines, out to the closest major highway.
10. COST OF RELATED TEA INELIGIBLE INFRASTRUCTURE (i.e., sanitary sewer, water, electric, gas extensions to the new plant).
11. FUNDING SOURCES: Include amount requested from TEA, the matching funds, and in-kind services:

| SOURCE | AMOUNT | FORM (Cash, Land, Services) |
|--------|--------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

12. SCHEDULE FOR TRANSPORTATION IMPROVEMENT AND BUSINESS DEVELOPMENT
(i.e., commence month/year and complete month/year for both)

PART III: EVALUATION DATA - FROM THE BUSINESS(ES)

13. DESCRIPTION OF THE BUSINESS IMPROVEMENT:

| | | <u>ESTIMATED COST</u> |
|---------------------------------|------------------------------|-----------------------|
| A. Land (Acreage or sq. ft.) | - | - |
| B. Building(s) (Type & sq. ft.) | - | - |
| C. Machinery & equipment (Type) | - | - |
| D. Other capital costs | <u>Track Expansion costs</u> | <u>\$ 571,000</u> |
| E. Total Capital Investment | <u>(See Attached)</u> | <u>\$ 571,000</u> |

14. A MAP, SITE PLAN, OR SCHEMATIC of the proposed business expansion identifying expansion phases (if appropriate); the nearby transportation improvement requested; and, truck, auto, and rail (if appropriate) access points to the new plant. See attached map.

15. AN OPERATIONAL EXPLANATION of WHY the proposed TRANSPORTATION IMPROVEMENTS are NEEDED by the business. To remain competitive and retain/grow employment at facility, United must be able to ship via rail due to cost advantages per ton, and expansion of customer base to more geographic areas.

16. The EXPECTED DAILY INITIAL and PROJECTED VOLUME of AUTOS and TRUCK/TRAILERS entering and exiting the new facility. N/A

17. NUMBER OF JOBS AND AVERAGE WAGE, not including fringe benefits, for each type of job created or retained by this business development.

Major Standard Industrial Classification Code (SIC) = 423990 (or NAICS code)

| JOB CATEGORY | NUMBER OF JOBS | AVERAGE WAGE |
|---|----------------|-----------------|
| <u>General + Administrative / Corporate</u> | <u>27</u> | <u>\$ 27.69</u> |
| <u>Supervisors</u> | <u>12</u> | <u>\$ 25.59</u> |
| <u>Drivers</u> | <u>25</u> | <u>\$ 13.76</u> |
| <u>Equipment operators</u> | <u>43</u> | <u>\$ 12.35</u> |
| <u>General Labor</u> | <u>23</u> | <u>\$ 9.14</u> |

18. OF THE JOBS LISTED IN #17, how many are due to: (Total should equal the number of jobs reported in #17.)

| NEW FACILITY | EXPANSION | ANOTHER STATE | RETENTION |
|--------------|-----------|---------------|-----------|
| — | 6 | — | 130 |

19. BACKGROUND information ON the COMPANY(IES) AND the nature of its BUSINESS. (A company brochure might be appropriate here.) *United Milwaukee Scrap was formed in 2003, merging several long-time Milwaukee companies. United is a processor of both Ferrous and Non-ferrous metals, serving retail, dealer, and industrial customers.*
20. What is the PRINCIPAL GEOGRAPHIC MARKET AREA for the GOODS or SERVICES produced by the business(es)? *United purchases metal from all over the United States, primarily in Wisconsin and the contiguous states. United supplies metal to domestic consumers, as well as export consumers around the world.*
21. Who (what firms) are the MAJOR COMPETITORS of the business(es)? WHERE are they LOCATED (city and state)? Please list ALL Wisconsin competitors and their locations.
*Miller Compressing (Milwaukee, WI) Alter Recycling (Madison, WI)
 Sadel Zoon + metal (Fond du Lac, WI) Lock Lorman (Watertown, WI)*
22. FINANCIAL INFORMATION necessary TO ASSESS FINANCIAL SOUNDNESS of the new business development and the likelihood of continued operations/employment:

☒ For an existing business:

- (1) THREE YEARS OF at least compilation-quality PROFIT AND LOSS STATEMENTS AND BALANCE SHEETS. (There are three levels of rigor for accounting reports. They are, in descending order of reliability: audit, review, and compilation quality. Although audit quality reports are clearly more definitive in determining financial soundness, an applicant may submit reviews or compilations if audited reports are not available. Submission of these reports may, however, limit our ability to determine the financial soundness of the businesses associated with the application.)
- ✓ (2) Evidence of the availability of financing to complete the proposed business development;
- ✓ (3) IF SOLE PROPRIETORSHIPS OR FAMILY-OWNED BUSINESSES are involved, PERSONAL FINANCIAL STATEMENTS are required.

☒ IF the project involves A BUSINESS STARTUP, OR a business that has been marginally PROFITABLE OR has shown declining sales or profitability:

- (1) A business plan;
- (2) Resumes of key management personnel;
- (3) A minimum of three years of financial pro formas prepared or compiled by an independent CPA with all assumptions stated;
- (4) Basis for sales forecasts; and
- (5) Projection of monthly cash flow for the first year of operations.

23. DATA FOR calculating PROJECT BENEFIT/COST RATIO (rail projects only):

- A. Typical loadings in tons/carload and the annual volume of materials railed to and from the new plant.

- Load 100 ton / car load
- Annually process 48,000 ton via rail

- B. Typical loadings in pounds/truckload and the annual volume of raw materials that would have to be trucked to and from the new plant (assume the ridiculous here) if the rail spur is not built.

- Load 20 ton / truck load
- Would need to truck 70,000 ton via truck

- C. Estimated annual railroad and truck freight rates for the volume in A and B above.

A. \$151/ton

B. \$211/ton

- D. Additional costs, not reflected in freight rates for: transloading, cross-docking, storage, loss and damage, etc., if the rail spur is not built (again, assume the ridiculous here)

Transloading = \$150,000

Trucks (5) = \$750,000

Fuel (5) = \$200,000

Cranes (1) = \$500,000

Loaders (1) = \$750,000

Inventory = \$100,000

Total Additional = \$1,450,000

Milwaukee United Scrap Track Expansion Opinion of Probable Cost



| Item Description | Unit | Quantity | Unit Cost (\$) | Total Cost (\$) |
|--|----------|----------|----------------|---------------------|
| Site Work | | | | |
| Clearing & Grubbing | Acre | 1 | \$2,000.00 | \$2,000.00 |
| Erosion Control | LS | 1 | \$10,000.00 | \$10,000.00 |
| Railroad Flagging Personnel | Day | 3 | \$800.00 | \$2,400.00 |
| Mass Grading (LS) | LS | 1 | \$50,000.00 | \$50,000.00 |
| SUBTOTAL | | | | \$64,400.00 |
| Drainage Structures | | | | |
| 18" - RCP Culvert | Each | 1 | \$10,000.00 | \$10,000.00 |
| SUBTOTAL | | | | \$10,000.00 |
| Track Roadbed Preparation | | | | |
| Sub-Ballast Construction | Cu. Yard | 1100 | \$30.00 | \$33,000.00 |
| SUBTOTAL | | | | \$33,000.00 |
| Track Construction | | | | |
| 115# Track Construction | TF | 995 | \$130.00 | \$129,350.00 |
| Approved Railroad Derrail | Each | 1 | \$10,000.00 | \$10,000.00 |
| Hayes Bumping Post | Each | 1 | \$5,000.00 | \$5,000.00 |
| Rail Scale | Each | 1 | \$50,000.00 | \$50,000.00 |
| SUBTOTAL | | | | \$194,350.00 |
| Canadian Pacific Railroad Costs | | | | |
| No. 11-132# Mainline Turnout | Each | 1 | \$187,000.00 | \$187,000.00 |
| 132# Track Construction | TF | 50 | \$150.00 | \$7,500.00 |
| SUBTOTAL | | | | \$194,500.00 |
| Construction Costs Subtotal | | | | \$496,250.00 |
| Additional Costs and Contingencies | | | | |
| Engineering Design, Geotechnical and Construction Services | Percent | 15% | | \$74,437.50 |
| TOTAL PROJECT COSTS | | | | \$570,687.50 |
| Exclusions: | | | | |
| - Bond/Insurance/Taxes | | | | |
| - Environmental Fees | | | | |
| - Utility Relocations | | | | |
| ** Note this estimate is for budgeting puposes only | | | | |
| ** Actual construction costs will vary based market demand and material increases. | | | | |



JOB GUARANTEE

Wisconsin Department of Transportation
DT1286 2/2005

The CITY, VILLAGE, TOWNSHIP NAME, agrees to authorize inclusion and be bound by this repayment provision in the Project Agreement that will be executed between the applicant and the Wisconsin Department of Transportation as part of the Department's approval of the applicant's request for assistance under the Transportation Facilities Economic Assistance and Development (TEA) program.

The CITY, VILLAGE, TOWNSHIP NAME agrees, in this repayment provision, to reimburse the Department up to the full grant amount if employment within the economic development project (project name) fails to meet the following goals: (1) Retention of number jobs and expansion of employment by number jobs within 3 years after the Project Agreement is executed; and, (2) Retention of these number jobs for another 4 years (verifications to be made at 3 and 7 years after Project Agreement is executed).

For purposes of this provision, a job is defined to be consistent with Trans. 510 of the Wisconsin Administrative Code. It will include all new non-retail jobs and exclude jobs obtained through geographic job transfers within Wisconsin except those that would be lost to the state. Eligible jobs may include full time equivalents (FTE's).

If the job guarantee is not satisfied, the Department will evaluate the job benefits that have been obtained in order to determine if reimbursement of either the full grant amount or reimbursement of a reduced amount based on a prorated share related to the number of jobs that have materialized as a result of the economic development project is appropriate.

The full grant amount involved here, of which partial or total reimbursement may be required, is \$ grant amount.

(DOT Secretary Signature)

(Authorized Representative Signature)

Frank J. Busalacchi
Secretary
Wisconsin Department
Of Transportation

(Title)

(Street, PO Box)

(City, ZIP Code)

(Date)

(Date)



TRANSPORTATION FACILITIES ECONOMIC ASSISTANCE
AND DEVELOPMENT (TEA) PROGRAM

NAME OF BUSINESS FIRM AND MUNICIPALITY NAME

JOB GUARANTEE AGREEMENT

NAME OF BUSINESS, a Corporation in the state of Wisconsin, hereby agrees to authorize inclusion and be bound by this repayment provision agreement and the repayment provision as detailed in the Project Agreement that will be executed between the CITY/VILLAGE/TOWN NAME and the Wisconsin Department of Transportation as part of the Department's approval of the City's request for financial assistance under the Transportation Facilities Economic Assistance and Development (TEA) Program.

NAME OF BUSINESS, agrees with this repayment provision, that obligates the NAME OF BUSINESS to reimburse the CITY/VILLAGE/TOWN NAME for up to the full amount of the grant if stated employment totals within the economic development project fails to meet the following goals:

- 1) Retention of XXXX jobs and creation/expansion of employment by XXX jobs within 3-years after the Project Agreement is executed; and
- 2) Retention of those _____ jobs for another 4-years (verifications to be made at the 3-year and 7-year anniversary dates after the Project Agreement is executed).

For the purposes of this repayment provision, a job is defined to be consistent with Trans. 510 of the Wisconsin Administrative Code. It will include all non-retail jobs and exclude jobs obtained through geographic transfers within Wisconsin, except those that would be lost to the state. Eligible jobs may include full-time equivalents (FTE's).

If the jobs guarantee is not satisfied, the Wisconsin Department of Transportation will evaluate the job benefits that have been attained in order to determine if reimbursement of either the full grant amount or reimbursement of a reduced amount based on a prorated share related to the number of jobs that have materialized as a result of the economic development project is appropriate.

The full grant amount involved here, of which partial or total reimbursement may be required, is \$xxx,xxx.

CITY/VILLAGE/TOWN NAME BY:

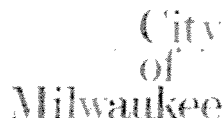
NAME OF BUSINESS BY:

NAME
TITLE

NAME
TITLE

(Date)

(Date)



Project Information Form

Milwaukee Dept. of City Development
Redevelopment Authority of the City of Milwaukee

Please complete and submit the following information to the Department of City Development (DCD) for a more detailed review of the feasibility of your request for City or Redevelopment Authority financial assistance. Where there is not enough room for responses provided, please use an attachment.

Staff from the Department of City Development and Redevelopment Authority of the City of Milwaukee will contact you after evaluating the project with respect to its conformity with City of Milwaukee development goals and suitability for City assistance. Certain assistance programs have application fees.

Return completed application and review fee to: Rocky Marcoux, Commissioner, Dept. of City Development, 809 N. Broadway, Milwaukee, WI 53202.

Applicant Information

Legal Name United Milwaukee Scrap LLC

Mailing Address 3232 W Ford Dr Lac Ave
Milwaukee, WI 53210

Primary Contact Name David Arnstein Telephone: 414.444.8059

Email darnsteine@mswi.com FAX: 414.444.8097

Attorney Contact Information Ben Stern (414) 276-4080

Legal Entity ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common ☐ Corporation
☒ LLC ☐ Partnership ☐ Other:

If not a Wisconsin corporation/partnership/LLC, state where organized: -

Will new entity be created for ownership? ☐ Yes ☒ No

Principals of existing or proposed corporation/partnership/LLC and extent of ownership interest.

| Name | Address | Title | Interest |
|------------------|----------------------------------|-----------|----------|
| Arthur Arnstein | 1567 W Astor Woods Ct Mequon, WI | President | 25% |
| Steven Lebinsky | 10647 W Woodcrest Dr Mequon, WI | VP | 25% |
| Richard Mechanic | 6540 W Atwater Dr Glendale, WI | VP | 50% |

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee of the City of Milwaukee?
☐ Yes ☒ No If yes, give the name and relationship of the employee:

Have any of the principals of the corporation/partnership/LLC ever been charged or convicted of a misdemeanor or a felony? ☐ Yes ☒ No If yes, please furnish details:

Job Impact Statement

If the project involves commercial or industrial space or retention or expansion of an existing business, provide information about jobs that will be impacted by this project. List both existing jobs and jobs that will be created, sorted by annual wages. (Full-time jobs are those with at least 30 hours/week.)

\$15,000-35,000:

63 Full Time (existing) _____ Part Time (existing) 4 Full Time (created) _____ Part Time (created)

\$35,000- 50,000:

23 Full Time (existing) _____ Part Time (existing) 2 Full Time (created) _____ Part Time (created)

\$50,000 +:

22 Full Time (existing) _____ Part Time (existing) _____ Full Time (created) _____ Part Time (created)

Totals =

130 Full Time (existing) _____ Part Time (existing) 6 Full Time (created) _____ Part Time (created)

Provide information about the benefits package offered by your company.

| Benefit | Description | To whom is this benefit available? | Will benefit be available to new hires? |
|--|------------------------------------|------------------------------------|---|
| Health insurance | Eligible after 90 days | All Full-time | Yes |
| Dental insurance | Eligible after 90 days | All Full-time | Yes |
| 401-K | Eligible after 1 yr service, match | All Full-Time | Yes |
| Tuition benefit | - | - | - |
| Pension | - | - | - |
| Other (employer-sponsored daycare, etc.) | Paid 110 days / vacation | All Employees | Yes |

Provide information about the composition of your current workforce.

What percentage of the fulltime workforce is female? 7%.

What percentage of the fulltime workforce is minority? 73%.

What percentage of the fulltime workforce lives in the city of Milwaukee? 65%.

Please attach:

- Resumes of principals
- Articles/Bylaws/Partnership agreement of corporation/partnership/LLC
- ✓ • A list of properties in the City of Milwaukee in which buyer has an ownership interest either as an individual or as part of a corporation/partnership/LLC.

Project/Property Information

Describe the project for which you seek City assistance.

Address: 3295 W Townsend Ave

Proposed use: Rail Expansion Project (load/unload scrap metal)

Proposed tenants: United Milwaukee Scrap LLC

Anticipated investment: \$ 571,000

Have you received, or do you plan to seek, public financial assistance from any other sources for this project? If yes, please describe:

Yes, Transportation Economic Assistance Grant (TEA)

Project Summary: Building Area: - SF # Stories: - Basement ☐ Yes ☒ No
Land Area: - SF # Units: - # Parking Spaces -

Will project incorporate any "sustainable" concepts or be LEED-certified?

Rail will lower carbon emissions due to less trucks on road picking up material

Will a zoning change be requested? NO

Identify other approvals, permits or licenses (e.g., BOZA, Health Department, etc.):

No additional permits required

Discuss neighborhood impact/support:

Rail will decrease number of trucks in area. Aldermen supportive of project

If this project is considered for City financial assistance, you will be required to submit the following materials. Please submit them with this information form if they are available.

- Evidence of site control, if any - own site
- ~~Leases and pre-lease commitments, if any~~
- ~~Preliminary site and building plans/elevations, if available~~
- Phase I Environmental Assessment, if available - Phase II Attached
- Appraisal, if available -

Project Budget and Financial Information


Following preliminary staff review, projects that appear to advance the goals of the City of Milwaukee will be analyzed in greater depth to determine if City financial assistance is appropriate. The applicant will be required to submit the following additional documentation for such evaluation.

- 1) Detailed sources and uses statement for entire project - *Attached*
- 2) Detailed development budget including all soft and hard costs - *Attached*
- 3) Projected private development cash flows, including documentation of all material assumptions
- 4* First mortgage loan commitment letter
- 5* Evidence of anchor tenant, lease-up commitments, etc.

If you have any questions about this requirement, please contact Jim Scherer at (414) 286-5850.

Applicant Certification and Acknowledgement

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I authorize the City or its consultants to verify the information obtained in this statement and to obtain additional information concerning the applicant(s) financial condition, although the City may rely on this information without any further verification. I agree to notify the City, in writing, of any changes that materially affect the accuracy of this statement.


Signature

Director Business Development
Title

9/27/10
Date

Signature

Title

Date

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

PUBLIC WORKS COMMITTEE

NOVEMBER 10, 2010

Item 10, File #100608

File Number 100608 is a resolution authorizing the Department of City Development to apply on behalf of United Milwaukee Scrap, LLC, for a Transportation Economic Assistance grant from the Wisconsin Department of Transportation to provide partial funding for the construction of a rail spur.

Background

1. The Wisconsin Department of Transportation makes available Transportation Economic Assistance (“TEA”) grants to fund transportation projects that support business growth and job retention and creation. Grant applicants must be local units of government, although grant funds may be used to assist private businesses.
2. A TEA grant must have a 50% local match. In addition, the grant program requires the creation or retention of at least one job for every \$5,000 of grant funding awarded.
3. United Milwaukee Scrap, LLC, is a metal recycling company founded in 2003 and located at 3280 N. 35th Street. United Milwaukee Scrap is seeking financial assistance to construct a railroad spur that would serve its operations; currently, all scrap metal arrives at and leaves the facility by truck.

Discussion

1. This resolution authorizes the Department of City Development to apply for a TEA grant on behalf of United Milwaukee Scrap to partially fund the construction of the rail spur.
2. The estimated total cost of installing the rail spur is \$571,000. Therefore, the amount of grant funding being sought is \$285,500 (50%). The resolution states that the 50% local match will be provided by United Milwaukee Scrap. The company hopes to construct the rail spur in the spring of 2011.
3. United Milwaukee Scrap has indicated that the rail spur project will enable it to retain 130 existing jobs and create 6 new jobs.
4. The resolution further directs DCD to negotiate an agreement with United Milwaukee Scrap under which United Milwaukee Scrap would make “operational improvements” to the property at 3280 N. 35th Street prior to the City submitting the TEA grant application. These improvements include new fencing and signage, upgraded landscaping and better maintenance of the property. United Milwaukee Scrap’s facility is located in close proximity to the Century City property, in which the City is investing millions of dollars to stimulate redevelopment and job creation. Improvements to the United Milwaukee Scrap facility would help support and protect the City’s investment.

Fiscal Impact

As the resolution is written -- with the local match for the grant being provided by United Milwaukee Scrap -- approval of this resolution will have no fiscal impact on the City of Milwaukee.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
November 8, 2010

c: Rocky Marcoux
Martha Brown

PW FILE NUMBER: 100608

[illegible]



Legislation Details (With Text)

File #: 100712 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution approving an Underground Conduit Infrastructure Partnership Agreement between the City and AT&T.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, COMMUNICATIONS SYSTEMS, WATER WORKS

Attachments: Hearing Notice List

| Date | Ver. | Action By | Action | Result | Tally |
|------------|------|------------------------|----------------------|--------|-------|
| 10/12/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100712

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution approving an Underground Conduit Infrastructure Partnership Agreement between the City and AT&T.

Analysis

This resolution approves an Underground Conduit Infrastructure Partnership Agreement between the City and AT&T. Under the Agreement, the City shall utilize AT&T-owned conduit to provide certain telecommunications to the Linnwood water purification plant operated by the Milwaukee Water Works. AT&T shall utilize City-owned conduit to provide certain telecommunications to a tenant of the Milwaukee Water Works, located at the Linnwood water purification plant.

Body

Whereas, AT&T maintains certain underground conduit facilities servicing the Linnwood water purification plant; and

Whereas, The City maintains certain underground conduit facilities on North Lincoln Memorial Drive and adjacent to the Linnwood water purification plant; and

Whereas, The upgrade of AT&T facilities to the location allows the delivery of enhanced services to the entire building, both tenants and the Milwaukee Water Works; and

Whereas, The installation of AT&T facilities in the City underground conduit provides a means of making the conduit easier to electronically locate in the field; and

Whereas, It would be mutually beneficial for each party to utilize the other's underground conduit in the provisioning of telecommunications services at the Linnwood water purification plant; and

Whereas, This agreement shall be effective for 4 years, beginning on the date signed by both parties; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Underground Conduit Infrastructure Agreement between the City and AT&T, a copy of which is attached to this file, is approved; and, be it

Further Resolved, That the Commissioner of Public Works is authorized to execute this agreement with AT&T on behalf of the City.

Requestor

DPW - Administration Division

Drafter

LRB122266-1

MET

9/29/10

dh

PW FILE NUMBER: 100712

[illegible]



Legislation Details (With Text)

File #: 100780 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution approving a lease agreement with IFI Terminal Milwaukee, LLC.

Sponsors: THE CHAIR

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

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

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100780

Version

Original

Reference

Sponsor

The Chair

Title:

Resolution approving a lease agreement with IFI Terminal Milwaukee, LLC.

Analysis

This resolution would approve a Lease Agreement with IFI Terminal Milwaukee, LLC for 10.59 acres of property to replace the fourth 5-year option remaining on the Tenant's original lease dated August 17, 1990. The lease agreement is for a 5-year Initial Term with four consecutive 5-year extension options, which would allow IFI to operate a liquid bulk facility for the receipt production, processing, handling, storage, shipping, and distribution of bulk liquid materials and all raw materials, proceeds and ingredients related thereto.

Body:

Resolved, By the Common Council of the City of Milwaukee that said Common Council hereby ratifies and approves the Lease Agreement between the City of Milwaukee, by and through its Board of Harbor Commissioners and IFI Terminal Milwaukee, LLC for the term August 18, 2010 through December 31, 2015, and, be it

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

Drafter

10/15/2010

Port of Milwaukee

Eric Reinelt

i:ifilse10.59ccres.doc

October 15, 2010

Ref: IFI/Lease

To The Honorable
The Common Council
City of Milwaukee

Dear Council Members:

The Port of Milwaukee respectfully requests Common Council Approval of Lease Agreement between IFI Terminal Milwaukee, LLC and the City of Milwaukee.

The Board of Harbor Commissioners approved this Lease Agreement at its meeting of October 14, 2010 and respectfully requests the Common Council to ratify its actions by the adoption of the attached resolution.

Respectfully submitted,

ERIC C. REINELT
Municipal Port Director

ECR/dcl

Encls.

i:ifilse10.59ccltr.doc

LEASE AGREEMENT

Between

IFI TERMINAL MILWAUKEE, LLC

and the

BOARD OF HARBOR COMMISSIONERS/

City of Milwaukee

For 10.59 acres of property located at 1626 S. Harbor Drive

Term: August 18, 2010 – December 31, 2015

LEASE AGREEMENT

Lease Agreement made as of the ____ day of _____, 20____, by and between IFI TERMINAL MILWAUKEE, LLC, a Wisconsin Limited Liability Company, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

W I T N E S S E T H :

City hereby leases, demises and lets unto Tenant the real property comprised of 10.59 acres (hereinafter referred to as the "Property"), located at 1626 S. Harbor Drive of the City of Milwaukee. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference.

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

1. **Term.** The initial term of this Lease shall be for a period of five (5) years four months and 14 days (the "Initial Term") commencing 12:00 a.m. August 18, 2010 (the "Effective Date") and terminating at 11:59 p.m. December 31, 2015.

Tenant shall have the right to extend the term of this Lease for four (4) successive periods of five (5) years each, the First Extension Term commencing 12:00 a.m. January 1, 2016 and terminating at 11:59 p.m. December 31, 2020; and the Second Extension Term commencing 12:00 a.m. January 1, 2021 and terminating at 11:59 p.m. December 31, 2025; and the Third Extension Term commencing 12:00 a.m. January 1, 2026 and terminating at 11:59 p.m. December 31, 2030; and the Fourth Extension Term commencing 12:00 a.m. January 1, 2031 and terminating at 11:59 p.m. December 31, 2035. In order to exercise each option to extend this Lease under this Section, Tenant shall provide City with written notice of its intent to do so no less than twelve (12) months prior to the expiration of the Initial Term or any extended term.

2. **Rent.**

(A) The rental rate under this Lease during the Initial Term shall be Eleven Thousand Seven Hundred Seventy and 00/100th Dollars (\$11,770) per acre per year or One Hundred Twenty Four Thousand Six Hundred Forty Four and 30/100th Dollars (\$124,644.30) per year for the total leasehold. Rent shall be payable quarterly, in advance, on January 1, April 1, July 1, and October 1. First payment will cover rent for the period August 18, 2010 to October 1, 2010 prorated.

(B) Rent during the first year of the First Extension Term shall be Seventeen Thousand and no/100th Dollars (\$17,000) per acre per year starting January 1, 2016. On January

1, 2017 and on each January anniversary date thereafter during the First Extension Term, the annual rent for the Property shall be adjusted to the amount determined by applying the percentage increase if any, in the “All Commodities” line (Code 2500) of the “Producer Price Indexes” published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period, to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

(C) Rent during the first year of the Second, Third, and Fourth Extension Terms starting January 1, and on each January anniversary date thereafter during each Extension Term shall be adjusted to the amount determined by applying the percentage increase if any, in the “All Commodities” line (Code 2500) of the “Producer Price Indexes” published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period, to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

(D) Throughput Charges: In addition to Rent during the Initial Term of this Lease, Tenant shall pay City, monthly, a throughput charge of Eighteen and One-half cents (18.5¢) per metric ton (2,204 pounds) for petroleum products, including petroleum blend stocks/additives, received or delivered by pipeline, tank car or tank truck to Tenant at the Property. Tenant shall further pay City, monthly, a throughput charge for non-petroleum products received or delivered by Tenant at the Property, which shall be calculated as follows:

0-25,000 gross tons – 35¢ per metric ton

25,001-50,000 gross tons – 25¢ per metric ton

over 50,000 gross tons – 15¢ per metric ton

During any Extension Periods to this Lease, the throughput charges shall be escalated annually each January 1 according to the term specified in Sub-Section 2(B).

In addition to Rent and the throughput charges set forth above, Tenant shall pay City, monthly, wharfage and dockage. Wharfage and dockage charges apply to all liquid bulk cargo which Tenant receives or ships by water. Wharfage and dockage shall be paid in accordance

with the rates set forth in the Municipal Port Tariff in effect at the time the charge is made during the Initial Term of this Lease, and any extended term of this Lease.

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

4. **Security Deposit.** Tenant shall deposit with the Landlord, a security deposit in the amount of One Hundred Thousand and 00/100th Dollars (\$100,000) either in cash, accounts, bond or as a letter of credit in a form reasonably acceptable to Landlord, (the "Security") on or before December 31, 2010. In the event that Tenant fails to provide the Security on or before December 31, 2010, this Lease may be terminated at any time thereafter, at the Landlord's option, upon written notice from the Landlord to the Tenant. In the event that the Security is a deposit of cash, the Security shall be placed into an interest-bearing escrow account and held by the Landlord in such account throughout the term of this Lease or until returned as set forth below, in order to secure the Tenant's performance of its obligations under this Lease. To the extent that all or any part of the cash Security is used by the Landlord to satisfy any of the Tenant's obligations under this Lease, the Tenant shall immediately replenish the Security following written notice from the Landlord. In the event that the Security is provided in the form of a bond or letter of credit, Tenant shall ensure that the same continues in effect and is fully funded throughout the term of this Lease or until returned as set forth below. The Security shall be returned to the Tenant upon the earliest to occur of the following events: (a) receipt by Landlord of documentation showing that Tenant has completed at least \$1 million of the plan improvements to the Property; or (b) Tenant's on time payment of all amounts due hereunder for a period of 24 months; or (c) the expiration or termination of this Lease.

5. **Use of the Property.** Tenant shall use the Property for operating a liquid bulk facility for the receipt, production, processing, handling, storage, shipping, and distribution of bulk liquid materials, including without limitation petroleum and renewable fuels, which shall include the liquid materials and all raw materials, proceeds and ingredients related thereto.

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

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

7. **Termination and Vacation; Default.**

(A) **Termination and Vacation Date.** Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to City by Tenant as bare level ground unless otherwise agreed to by City in writing, in accordance with Section 15. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Property to be vacated; (2) charge Tenant twice (2x) the rent set forth in Section 2 of this Lease for all periods subsequent to the date of expiration of this Lease or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Property.

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

(C) **Property to be Vacated Clear of all Materials.** Tenant shall vacate the Property free and clear of all materials and equipment and of all improvements in accordance with Section 15. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after thirty (30) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant.

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

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

now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

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

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

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

(E) Tenant shall be delinquent in any rental or other payments due under this Lease and such delinquency shall continue for ten (10) days after notice thereof in writing to Tenant; or

(F) Tenant shall default in any of the other covenants or leases herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

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

Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended;

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

9. **Maintenance and Housekeeping.** All improvements situated upon the Property are owned by Tenant for its own use. Tenant agrees to maintain these improvements and any other improvements that it may hereafter erect upon the property, along with the Property in a reasonable and appropriate state of appearance, cleanliness and repair. Maintenance and housekeeping of the Property shall be the sole responsibility of Tenant. City retains the right to have any of its officers, agents, or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the Property at such times. City shall endeavor to give prior notice of such inspections to Tenant and shall make all reasonable efforts to minimize interruptions to Tenant's business during such inspections.

Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations.

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

11. **Assignment and Subleasing.** Tenant shall not assign or sublet the Premises or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City. For purposes of this Section, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Lease. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease.

12. **Indemnification.** Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its

business as hereinbefore set forth, except when such liability, claim, demand, judgment or loss arises solely from a negligent act of the City, its agents, contractors or employees.

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

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

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

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

(C) Automotive Liability Insurance with Limits not less than:

| | |
|---|----------------------------|
| Bodily Injury and Property Damage Combined Single Limit: | \$1,000,000 per occurrence |
|---|----------------------------|

(D) Worker's Compensation Insurance in accordance with Chapter 102, Wisconsin Statutes and any applicable Federal law.

(E) Umbrella Coverage: \$10,000,000 in aggregate

(F) Environmental Impairment Liability Coverage with 4-year "tail."

| | |
|-----------------------|-------------|
| Each occurrence Limit | \$2,000,000 |
| Aggregate Coverage | \$4,000,000 |

All such policies shall be of a form and content satisfactory to City. In addition, the Board of Harbor Commissioners of the City of Milwaukee and the City of Milwaukee will be designated on the General Liability, Property Insurance, Automobile Umbrella and Environmental Impairment Liability policies as Additional Named Insureds. All policies shall

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

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

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

15. **Alterations & Improvements**. Tenant shall not make any substantial alterations, additions, buildings or improvements to the Premises or Property without the prior written consent of City. Notwithstanding the aforesaid, Tenant, at Tenant's sole cost and expense, may install such trade fixtures as Tenant may deem necessary. Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions buildings or improvements.

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

On or before the date of the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and any other alterations, additions, buildings or improvements within the Property; and, upon such removal, Tenant shall restore the Property to a level bare ground condition. However, notwithstanding the aforesaid, upon City's written election received by Tenant no later than six (6) month prior to the expiration or termination of this Lease, such alterations, additions, buildings and improvements shall revert to City and shall remain within the Property. In no event shall City have any right to any of Tenant's trade fixtures; and, except as otherwise set forth in this Lease, Tenant may remove such trade fixtures upon the termination of this Lease, provided Tenant repairs any damage caused by such removal.

16. **Destruction.** If the improvements upon the Property are damaged in whole or in part by casualty so as to render the Property untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said one hundred eighty (180) days, and Tenant does not elect within sixty (60) days after the date of such casualty to repair same, then either party may terminate this Lease by written notice served upon the other effective upon the date of the casualty. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Property to City. Should Tenant elect to make such repairs, this Lease shall remain in full force and effect, and Tenant shall proceed with all due diligence to repair and restore the improvements to a condition acceptable to Tenant and in full compliance with Tenant's obligations under all other provisions of this lease. Tenant shall not be required to pay any rent for any period in which the Property is untenable. In the event only a portion of the Property is untenable, Tenant's rent shall be equitably abated in proportion to that portion of the Property, which are so unfit. However, there shall be no rent abatement if said damage is due to fault or negligence of Tenant or Tenant's agents, employees or invitees.

17. **Compliance with Laws and Orders.** Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Lease and of any successor or equivalent

document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Lease.

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

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

19. **Environmental Compliance and Obligations.**

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

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

environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(C) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

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

shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

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

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

20. Liens. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest in this Lease or the Property (or any part thereof) without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed, (including but not limited to any construction, supplier, or materialman's lien) against the Premises or the Property without City's express written consent, Tenant shall provide City with written notice of such and dismiss same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said thirty (30) days, City shall have the absolute right (but not the duty) to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney's fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity. Notwithstanding the foregoing, City acknowledges that Tenant intends to issue a leasehold mortgage, including an assignment of rents and security agreement, against the Property, this Lease and/or the improvements thereon. City shall cooperate with Tenant and execute agreements with Tenant's lender(s) acknowledging that City will authorize, upon Tenant's uncured default to its lender, the assignment of this Lease to a third party (including without limitation said lender or its designees) upon receipt of documentation reasonably acceptable to City, or other proof reasonably acceptable to City, that said assignee has the ability, intention, knowledge, experience and financial resources to operate the Property and improvements in conformity with this Lease.

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

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

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

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

To the City:

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

To The Tenant:

Mr. Richard H. Sawall, PE
President
IFI Terminal Milwaukee, LLC
1626 S. Harbor Drive
Milwaukee, WI 53207

25. **Governing Law.** This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

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

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

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

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

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

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

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

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

In the Presence of:

IFI Terminal Milwaukee, LLC

Richard H. Sawall, President

Randy Barnhill, Vice President

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 20____,
_____, the _____, and _____, the
_____ of IFI Terminal Milwaukee, LLC who by its authority and on its
behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

PLEASE NOTE: TENANT MUST COMPLETE THE FOLLOWING:

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

CERTIFICATE RE: Limited Liability Company

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

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

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

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

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

(signature)

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

Assistant City Attorney

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

PUBLIC WORKS COMMITTEE

NOVEMBER 10, 2010

Item 12, File #100780

File Number 100780 is a resolution approving a Lease Agreement between the City of Milwaukee, by and through its Board of Harbor Commissioners, and IFI Terminal Milwaukee, LLC, 10.59 acres of real property located at 1626 S. Harbor Drive.

Background

1. On October 30, 1990, Support Terminals Operating Partnership, LP, (“STOP”) and the City, by and through the Board of Harbor Commissioners, entered into a Lease Agreement under which STOP leased approximately 10 acres of bare-ground real property located at 1626 S. Harbor Drive on the South Harbor Tract. The Lease Agreement was for an initial term of 5 years, with the option of extending the Lease Agreement for up to 4 successive periods of 5 years each.
2. STOP’s name was legally changed to NuStar Terminals Operations Partnership, LP, on March 31, 2008. Also, Common Council File 080735, adopted October 7, 2008, assigned NuStar’s Lease Agreement to Innovation Fuels, Inc., a New York-based liquid fuels corporation. IFI Terminal Milwaukee, LLC, is the operating project entity created by Innovation Fuels, Inc., for its Milwaukee Operations.
3. STOP, NuStar and IFI Terminal Milwaukee have used the Harbor Drive property for a liquid fuel terminal and related storage facilities.

Discussion

1. The 3rd 5-year extension of the existing lease expired August 17, 2010. Rather than extending that lease for another 5 years, the City and the IFI Terminal Milwaukee, LLC, have negotiated a new Lease Agreement for the property in question. This resolution approves the new Lease Agreement for an initial term extending from August 18, 2010, through December 31, 2015.
2. The agreement gives the tenant the right to extend the term of the lease for 4 successive periods of 5 years each, with the first extension commencing January 1, 2016, and the 4th extension terminating December 31, 2035.
3. The agreement provides for an annual rental payment of \$11,770 per acre per year (\$124,644 annually) during the initial lease term. Rent during the first extension increases to \$17,000 per acre starting January 1, 2016, with annual adjustments for inflation each January 1 thereafter. Rent will also be adjusted for inflation each January 1 in the 2nd, 3rd and 4th extension terms.
4. In addition to rent, the Lease Agreement also requires the tenant to pay the City monthly throughput charges for any petroleum products received or delivered by pipeline, tank car

or tank truck, as well as for non-petroleum products. These throughput charges shall be escalated annually each January 1 during all extension periods to the lease. IFI Terminal Milwaukee is also required to pay the City monthly wharfage and dockage fees for all liquid bulk cargo it receives or ships by water (while the leased parcel is landlocked, it is connected to the Port's liquid cargo pier by pipelines).

3. IFI Terminal Milwaukee, LLC, plans to operate a liquid fuel terminal and related storage facilities at this location. It also intends to develop a biodiesel fuel production facility at this site.
4. At its October 14, 2010, meeting, the Board of Harbor Commissioners approved the Lease Agreement with IFI Terminal Milwaukee, LLC.

Fiscal Impact

1. Approval of this Lease Agreement will result in the Port of Milwaukee receiving \$124,644 in rental revenue per year, plus an estimated \$5,250 in throughput charge revenues (15,000 tons at \$0.35/ton per terms of the lease). Revenue amounts will vary based on tonnage handled, but are likely to increase in the future once the rent and throughput-charge escalators in the Lease Agreement take effect.
2. Since the Port is operated as an enterprise fund, its revenues are used to pay its operating expenditures. Therefore, approval of the Lease Agreement will have no direct, immediate fiscal impact on the City. However, at the end of each year, any surplus Port revenues are transferred to the City's Tax Stabilization Fund. For example, nearly \$1.1 million was transferred from the Port to the TSF after the closing of the 2009 financial books.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
November 8, 2010

c: Eric Reinelt
Hattie Billingsley

CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 15, 2010

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Approve Lease Agreement with IFI Terminal Milwaukee for 10.59 acres of propertyB) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, 8130

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

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

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

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

| | | |
|---|------------------------------------|--|
| <input checked="" type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS | Annual rent is \$124,644 plus \$5,250 in throughput revenues |
| <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:

Annual rent is set per acre of land in the lease; throughput is estimated at 15,000 tons at \$0.35/ton per lease terms

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 100780

[illegible]



Legislation Details (With Text)

File #: 100781 **Version:** 0

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Resolution approving a lease agreement with South Harbor, LLC.

Sponsors: THE CHAIR

Indexes:

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

| Date | Ver. | Action By | Action | Result | Tally |
|-----------|------|------------------------|----------------------|--------|-------|
| 11/3/2010 | 0 | COMMON COUNCIL | ASSIGNED TO | | |
| 11/8/2010 | 0 | PUBLIC WORKS COMMITTEE | HEARING NOTICES SENT | | |

Number

100781

Version

Original

Reference

Sponsor

The Chair

Title:

Resolution approving a lease agreement with South Harbor, LLC.

Analysis

This resolution would approve a Lease Agreement with South Harbor, LLC for 4.6 acres of property formerly occupied by the Jacobus Energy Company. The lease agreement is for a 5-year Initial Term with four successive 5-year extension options, which would allow South Harbor to operate a liquid bulk facility for the receipt production, processing, handling, storage, shipping, and distribution of bulk liquid materials and all raw materials, proceeds and ingredients related thereto.

Body:

Resolved, By the Common Council of the City of Milwaukee that said Common Council hereby ratifies and approves the Lease Agreement between the City of Milwaukee, by and through its Board of Harbor Commissioners and South Harbor, LLC for the term January 1, 2011 through December 31, 2015, and, be it

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

Drafter

10/15/2010

Port of Milwaukee

Eric Reinelt

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October 15, 2010

Ref: SH/Lease

To The Honorable
The Common Council
City of Milwaukee

Dear Council Members:

The Port of Milwaukee respectfully requests Common Council Approval of Lease Agreement between South Harbor, LLC and the City of Milwaukee.

The Board of Harbor Commissioners approved this Lease Agreement at its meeting of October 14, 2010 and respectfully requests the Common Council to ratify its actions by the adoption of the attached resolution.

Respectfully submitted,

ERIC C. REINELT
Municipal Port Director

ECR/dcl

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LEASE AGREEMENT

Between

SOUTH HARBOR, LLC

and the

BOARD OF HARBOR COMMISSIONERS/

City of Milwaukee

For 4.6 acres of property located at 1726 S. Harbor Drive

Term: January 1, 2011 – December 31, 2015

LEASE AGREEMENT

Lease Agreement made as of the ____ day of _____, 20____, by and between SOUTH HARBOR, LLC, a Wisconsin Limited Liability Company, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

W I T N E S S E T H :

City hereby leases, demises and lets unto Tenant the real property comprised of approximately four and 6/10 (4.6) acres (hereinafter referred to as the "Property"), located at 1726 S. Harbor Drive of the City of Milwaukee. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference.

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

1. **Term**. The initial term of this Lease shall be for a period of five (5) years (the "Initial Term") commencing 12:00 a.m. January 1, 2011 and terminating at 11:59 p.m. December 31, 2015.

Tenant shall have the right to extend the term of this Lease for four (4) successive periods of five (5) years each, the First Extension Term commencing 12:00 a.m. January 1, 2016 and terminating at 11:59 p.m. December 31, 2020; and the Second Extension Term commencing 12:00 a.m. January 1, 2021 and terminating at 11:59 p.m. December 31, 2025; and the Third Extension Term commencing 12:00 a.m. January 1, 2026 and terminating at 11:59 p.m. December 31, 2030; and the Fourth Extension Term commencing 12:00 a.m. January 1, 2031 and terminating at 11:59 p.m. December 31, 2035. In order to exercise each option to extend this Lease under this Section, Tenant shall provide City with written notice of its intent to do so no less than twelve (12) months prior to the expiration of the Initial Term or any extended term.

2. **Rent**.

(A) The rental rate under this Lease during the Initial Term shall be Seventeen Thousand and 00/100th Dollars (\$17,000) per acre per year or Seventy Eight Thousand Two Hundred and 00/100th Dollars (\$78,200) per year for the total leasehold. Rent shall be payable quarterly, in advance, on January 1, April 1, July 1, and October 1.

(B) Annual Rent during the first year of the First, Second, Third, and Fourth Extension Terms starting January 1, 2016 and on each January anniversary dated thereafter during each Extension Term, shall be adjusted to the amount determined by applying the percentage increase if any, in the "All Commodities" line (Code 2500) of the "Producer Price Indexes" published by the United States Bureau of Labor Statistics (or its successor organization) (1982=100) for the one-year period prior to the beginning of the new rental period, to the rental figure payable during the previous year of this Lease; provided, however, that in no event shall the new base rental, as adjusted by the foregoing method, be decreased to an amount below that for the rental during the previous period.

(D) **Throughput Charges:** In addition to Rent during the Initial Term of this Lease, Tenant shall pay City, monthly, a throughput charge of Eighteen and One-half cents (18.5¢) per metric ton (2,204 pounds) for petroleum products, including petroleum blend stocks/additives, received or delivered by pipeline, tank car or tank truck to Tenant at the Property. Tenant shall further pay City, monthly, a throughput charge for non-petroleum products received or delivered by Tenant at the Property, which shall be calculated as follows:

- 0-25,000 gross tons – 35¢ per metric ton
- 25,001-50,000 gross tons – 25¢ per metric ton
- over 50,000 gross tons – 15¢ per metric ton

During any Extension Periods to this Lease, the throughput charges shall be escalated annually each January 1 according to the term specified in Sub-Section 2(B).

In addition to Rent and the throughput charges set forth above, Tenant shall pay City, monthly, wharfage and dockage. Wharfage and dockage charges apply to all liquid bulk cargo which Tenant receives or ships by water. Wharfage and dockage shall be paid in accordance with the rates set forth in the Municipal Port Tariff in effect at the time the charge is made during the Initial Term of this Lease, and any extended term of this Lease.

3. **Rail Track Usage.**

(A) Tenant shall have exclusive use of the spur track serving the southwest portion of the Property, shown in yellow on Exhibit “A” attached hereto.

(B) Upon application to, and approval of the City, Tenant shall have non-exclusive but preferential use of Tracks 13 and 14, as designated as such on Exhibit “A” attached hereto.

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

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

(D) Tenant agrees to pay the annual cost of track maintenance on the spur track as itemized and invoiced by City; and its prorated share (on a car count basis) of the annual maintenance of tracks 13 and 14, as itemized and invoiced.

4. **Berthing.** Upon application to and approval of the City, Tenant shall have use of sufficient berthing space at Municipal South Pier #5 for its operations. Tenant’s use shall be non-exclusive, however, City shall grant Tenant preferential berthing rights at said pier provided Tenant gives City a minimum twenty-four (24) hours notice that a berth shall be needed at said pier.

5. **Records.** Tenant shall maintain completed, accurate and verifiable books and records of its business conducted on the Property relative thereto, in order to determine Tenant’s compliance with its

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

6. **Security Deposit.** Tenant shall deposit with the Landlord, a security deposit in the amount of Seventy-Five Thousand and 00/100th Dollars (\$75,000) either in cash, accounts, bond or as a letter of credit in a form reasonably acceptable to Landlord (the "Security") on or before December 31, 2010. In the event that Tenant fails to provide the Security on or before December 31, 2010, this Lease may be terminated at any time thereafter, at the Landlord's option, upon written notice from the Landlord to the Tenant. In the event that the Security is a deposit of cash, the Security shall be placed into an interest-bearing escrow account and held by the Landlord in such account throughout the term of this Lease or until returned as set forth below, in order to secure the Tenant's performance of its obligations under this Lease. To the extent that all or any part of the cash Security is used by the Landlord to satisfy any of the Tenant's obligations under this Lease, the Tenant shall immediately replenish the Security following written notice from the Landlord. In the event that the Security is provided in the form of a bond or letter of credit, Tenant shall ensure that the same continues in effect and is fully funded throughout the term of this Lease or until returned as set forth below. The Security shall be returned to the Tenant upon the earliest to occur of the following events: (a) receipt by Landlord of documentation showing that Tenant has completed at least \$1 million of the plan improvements to the Property; or (b) Tenant's on time payment of all amounts due hereunder for a period of 24 months; or (c) the expiration or termination of this Lease.

7. **Use of the Property.**

(A) Tenant shall use the Property for operating a liquid bulk facility for the receipt, production, processing, handling, storage, shipping, and distribution of bulk liquid materials, including without limitation petroleum and renewable fuels, which shall include the liquid materials and all raw materials, proceeds and ingredients related thereto.

(B) **Right of First Refusal Option.** The Property, being 4.6 acres, is adjoined on the north by a 5.4 acre parcel of vacant land (the 5.4 Acre Parcel). These two parcels were, until 2009, combined as one

10 acre property under long term lease to the Jacobus Energy Company. It is the desire of Tenant sometime during the Initial Term of this lease to conclude additional business arrangements that will allow Tenant to request City to include, through a lease amendment, the 5.4 Acre Parcel, into this Lease Agreement.

Tenant is hereby granted a first right of refusal during the Initial Term of this Lease should City be offered an alternate Tenant for this land. If Tenant exercises this right within sixty (60) days of the date of transmission of a written notice by the City to Tenant ("60-Day Period") that City wishes to lease the 5.4 Acre Parcel to another party or otherwise provides written notice to City of its desire to exercise this option on the 5.4 Acre Parcel at any time during the Initial Term of this Lease other than during a 60-Day Period, if the City has not been offered an alternate Tenant, the 5.4 acres will immediately be added to the Property subject to this Lease at the same rental rate as for the Property if Tenant fails to exercise this right within the aforesaid period, City shall be free to lease the 5.4 Acre Parcel to another party.

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

9. **Termination and Vacation; Default.**

(A) **Termination and Vacation Date.** Tenant shall vacate the Property on or before the expiration of this Lease. The Property shall be returned to City by Tenant as bare level ground unless otherwise agreed to by City in writing, in accordance with Section 15. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Property to be vacated; (2) charge Tenant twice (2x) the rent set forth in Section 2 of this Lease for all periods subsequent to the date of expiration of this Lease or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Property.

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

(C) **Property to be Vacated Clear of all Materials.** Tenant shall vacate the Property free and clear of all materials and equipment and of all improvements in accordance with Section 15. In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after thirty (30) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance and to assess the costs of such action against Tenant.

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

(A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

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

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

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

(E) Tenant shall be delinquent in any rental or other payments due under this Lease and such delinquency shall continue for ten (10) days after notice thereof in writing to Tenant; or

(F) Tenant shall default in any of the other covenants or leases herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

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

Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease ended, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to

Tenant, and if Tenant prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended; however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Lease ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

11. **Maintenance and Housekeeping.** All improvements situated upon the Property are owned by Tenant for its own use. Tenant agrees to maintain these improvements and any other improvements that it may hereafter erect upon the property, along with the Property in a reasonable and appropriate state of appearance, cleanliness and repair. Maintenance and housekeeping of the Property shall be the sole responsibility of Tenant. City retains the right to have any of its officers, agents, or employees inspect the Property at all reasonable times and Tenant shall be required to grant full access to the Property at such times. City shall endeavor to give prior notice of such inspections to Tenant and shall make all reasonable efforts to minimize interruptions to Tenant's business during such inspections.

Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations.

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

13. **Assignment and Subleasing.** Tenant shall not assign or sublet the Premises or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City. For purposes of this Section, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Lease. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease.

14. **Indemnification.** Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction,

maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability, claim, demand, judgment or loss arises solely from a negligent act of the City, its agents, contractors or employees.

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

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

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

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

(C) Automotive Liability Insurance with Limits not less than:

| | |
|---|----------------------------|
| Bodily Injury and Property Damage Combined Single Limit: | \$1,000,000 per occurrence |
|---|----------------------------|

(D) Worker's Compensation Insurance in accordance with Chapter 102, Wisconsin Statutes and any applicable Federal law.

(E) Umbrella Coverage: \$10,000,000 in aggregate

(F) Environmental Impairment Liability Coverage with 4-year "tail."

| | |
|-----------------------|-------------|
| Each occurrence Limit | \$2,000,000 |
| Aggregate Coverage | \$4,000,000 |

All such policies shall be of a form and content satisfactory to City. In addition, the Board of Harbor Commissioners of the City of Milwaukee and the City of Milwaukee will be designated on the General Liability, Property Insurance, Automobile Umbrella and Environmental Impairment Liability policies as Additional Named Insureds. All policies shall be with companies licensed to do business in the State of Wisconsin and rated A or better in the

most current issue of Best's Key Rating Guide. Tenant shall furnish City with certificates of insurance for all policies showing that insurance has been written as required. Such evidence shall be provided by Tenant at least thirty (30) days prior to occupancy; and further, such policies shall provide that no less than thirty (30) days written notice be given to City before any such policies are cancelled or substantially changed to reduce the insurance provided thereby. Said certificates of insurance shall remain in effect for the duration of this Lease. Tenant shall not act in any manner that may make void or voidable any insurance required herein. Upon written demand, Tenant shall provide City full, complete and accurate copies of the insurance policies required by this Lease. Once in every three (3)-year period during the term of this Lease, City shall review the extent and limits of the insurance coverage required herein. After said review, should City and Tenant determine an increase in the extent and/or limits of insurance coverage is required, Tenant shall be so notified in writing and Tenant shall cause such increases to be placed in effect within thirty (30) days of receiving such notice. In no event shall the extent and limits of insurance coverage be reduced from the amounts shown herein.

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

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

17. **Alterations & Improvements.** Tenant shall not make any substantial alterations, additions, buildings or improvements to the Premises or Property without the prior written consent of City. Notwithstanding the aforesaid, Tenant, at Tenant's sole cost and expense, may install such trade fixtures as Tenant may deem necessary. Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions buildings or improvements.

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

On or before the date of the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and any other alterations, additions, buildings or improvements within the Property; and, upon such removal, Tenant shall restore the Property to a level bare ground condition. However, notwithstanding the aforesaid, upon City's written election received by Tenant no later than six (6) month prior to the expiration or termination of this Lease, such alterations, additions, buildings and improvements shall revert to City and shall remain within the Property. In no event shall City have any right to any of Tenant's trade fixtures; and, except as otherwise set forth in this Lease, Tenant may remove such trade fixtures upon the termination of this Lease, provided Tenant repairs any damage caused by such removal.

18. **Destruction**. If the improvements upon the Property are damaged in whole or in part by casualty so as to render the Property untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said one hundred eighty (180) days, and Tenant does not elect within sixty (60) days after the date of such casualty to repair same, then either party may terminate this Lease by written notice served upon the other effective upon the date of the casualty. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Property to City. Should Tenant elect to make such repairs, this Lease shall remain in full force and effect, and Tenant shall proceed with all due diligence to repair and restore the improvements to a condition acceptable to Tenant and in full compliance with Tenant's obligations under all other provisions of this lease. Tenant shall not be required to pay any rent for any period in which the Property is untenable. In the event only a portion of the Property is untenable, Tenant's rent shall be equitably abated in proportion to that portion of the Property, which is so unfit. However, there shall be no rent abatement if said damage is due to fault or negligence of Tenant or Tenant's agents, employees or invitees.

19. **Compliance with Laws and Orders**. Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Lease and of any successor or equivalent

document issued by the Board of Harbor Commissioners of the City of Milwaukee during the term of this Lease.

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

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

21. **Environmental Compliance and Obligations.**

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

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

environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

(C) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

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

shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

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

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

22. Liens. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest in this Lease or the Property (or any part thereof) without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed, (including but not limited to any construction, supplier, or materialman's lien) against the Premises or the Property without City's express written consent, Tenant shall provide City with written notice of such and dismiss same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said thirty (30) days, City shall have the absolute right (but not the duty) to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney's fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity. Notwithstanding the foregoing, City acknowledges that Tenant intends to issue a leasehold mortgage, including an assignment of rents and security agreement, against the Property, this Lease and/or the improvements thereon. City shall cooperate with Tenant and execute agreements with Tenant's lender(s) acknowledging that City will authorize, upon Tenant's uncured default to its lender, the assignment of this Lease to a third party (including without limitation said lender or its designees) upon receipt of documentation reasonably acceptable to City, or other proof reasonably acceptable to City, that said assignee has the ability, **intention**, knowledge, experience and financial resources to operate the Property and improvements in conformity with this Lease.

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

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

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

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

To the City:

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

To The Tenant:

Mr. Richard H. Sawall, PE
President
IFI Terminal Milwaukee, LLC
1626 S. Harbor Drive
Milwaukee, WI 53207

27. **Governing Law.** This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

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

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

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

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

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

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

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

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

In the Presence of:

SOUTH HARBOR, LLC

Richard H. Sawall, President

Randy Barnhill, Vice President

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 20____,
_____, the _____, and _____, the
_____ of South Harbor, LLC who by its authority and on its
behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:

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

CERTIFICATE RE: Limited Liability Company

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

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

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

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

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

(signature)

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

Assistant City Attorney

i:shlse4.6acres.doc

LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

PUBLIC WORKS COMMITTEE

NOVEMBER 10, 2010

Item 13, File #100781

File Number 100781 is a resolution approving a Lease Agreement between the City of Milwaukee, by and through its Board of Harbor Commissioners, and South Harbor, LLC, for 4.6 acres of real property located at 1726 S. Harbor Drive.

Background

1. The City and Jacobus Energy, Inc., entered into a Lease Agreement on October 3, 2001, for 10 acres of real property located at 1726 S. Harbor Drive on the Port of Milwaukee's South Harbor Tract. This lease expired on December 31, 2008.
2. On October 13, 2009, the Common Council approved File Number 090351, a resolution that approved an amendment to, and extension of, this Lease Agreement. The amendment provided for the return of 5.4 acres of the leased property to the City and extended Jacobus' lease for the other 4.6 acres for an additional 3 years.
3. Jacobus used this property for the receipt, storage and shipment of petroleum products.

Discussion

1. File Number 100781 approves a Lease Agreement with South Harbor, LLC, for the 4.6 acres of property formerly occupied by Jacobus Energy, which sold its assets to South Harbor. The Lease Agreement is for an initial 5-year term (January 1, 2011 through December 31, 2015), and gives the tenant the option to extend the Lease for 4 successive 5-year terms.
2. The Agreement provides for an annual rental payment of \$17,000 per acre per year (\$78,200 annually) during the initial lease term. Assuming the Lease Agreement is extended after the initial term, the annual rent will be adjusted for inflation on January 1, 2016, and each January 1 thereafter.
3. In addition to rent, the Lease Agreement also requires the tenant to pay the City monthly throughput charges for any petroleum products received or delivered by pipeline, tank car or tank truck, as well as for non-petroleum products. These throughput charges shall be escalated annually each January 1 during all extension periods to the lease. South Harbor is also required to pay the City monthly wharfage and dockage fees for all liquid bulk cargo it receives or ships by water (while the leased parcel is landlocked, it is connected to the Port's liquid cargo pier by pipelines). The Lease Agreement also specifies the spur rail tracks that will be made available for the tenant's exclusive and non-exclusive use and the rental charge for track usage.

4. South Harbor, LLC, plans to use the leased property to operate a facility for the receipt, production, processing, handling, storage, shipping and distribution of bulk liquids and related raw materials, ingredients and by-products..
5. The Lease Agreement also gives South Harbor, LLC, a right-of-first-refusal option during the initial term of the Lease to include, through a lease amendment, the 5.4 acres that were returned to the City by Jacobus in 2009. The rental rate would be the same as on the other 4.6 acres.
6. At its October 14, 2010, meeting, the Board of Harbor Commissioners approved the Lease Agreement with South Harbor, LLC.

Fiscal Impact

1. Approval of this Lease Agreement will result in the Port of Milwaukee receiving \$78,200 in rental revenue per year, plus an estimated \$3,500 in throughput charge revenues (10,000 tons at \$0.35/ton per terms of the lease). Revenue amounts will vary based on tonnage handled, but are likely to increase in the future once the rent and throughput-charge escalators in the Lease Agreement take effect.
2. Since the Port is operated as an enterprise fund, its revenues are used to pay its operating expenditures. Therefore, approval of the Lease Agreement will have no direct, immediate fiscal impact on the City. However, at the end of each year, any surplus Port revenues are transferred to the City's Tax Stabilization Fund. For example, nearly \$1.1 million was transferred from the Port to the TSF after the closing of the 2009 financial books.

Prepared by: Jeff Osterman, X2262
LRB-Research & Analysis Section
November 8, 2010

c: Eric Reinelt
Hattie Billingsley

CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 15, 2010

FILE NUMBER: _____

Original Fiscal Note ☒ Substitute ☐SUBJECT: Approve Lease Agreement with South Harbor, LLC for 4.6 acres of propertyB) SUBMITTED BY (Name/title/dept./ext.): Eric C. Reinelt, Municipal Port Director, 8130

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

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

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

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

| | | |
|---|------------------------------------|--|
| <input checked="" type="checkbox"/> 1-3 YEARS | <input type="checkbox"/> 3-5 YEARS | Annual rent is \$78,200; throughput is \$3,500 |
| <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:

Rent is set by lease at \$17,000 per acre and throughput at \$0.35 per ton on an estimated 10,000 tons

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 100781

[illegible]