



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**

Thursday, June 2, 2011

9:00 AM

Room 301-B, City Hall

1. [110162](#) Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.
Sponsors: THE CHAIR
2. [110161](#) 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 \$74,000 for a total estimated cost of these projects being \$430,000.
Sponsors: THE CHAIR
3. [110163](#) 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 \$435,800 for a total estimated cost of these projects being \$2,398,000; and rescinding authority for various nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$155,980.11.
Sponsors: THE CHAIR
4. [110164](#) Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$850,000 for a total estimated cost of these projects being \$900,000; and, rescinding authority for construction of nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$1,528,128.95.
Sponsors: THE CHAIR
5. [110205](#) Resolution authorizing a sidewalk replacement in the Eighth (8th) and Eleventh (11th) Aldermanic Districts and at Scattered Sites.
Sponsors: Ald. Bauman
6. [110089](#) Substitute resolution authorizing the placement of an information kiosk and other donated structures and equipment in Hartung Park.
Sponsors: Ald. Bohl

7. [110203](#) Resolution accepting the donation of a foreclosed house at 3005 West Kilbourn Avenue in the Historic Concordia neighborhood from LNV Corporation for restoration using the Housing Infrastructure Preservation Fund, in the 4th Aldermanic District.
Sponsors: Ald. Bauman
8. [110183](#) Resolution to inform the Common Council of the City of Milwaukee of the City's Compliance Maintenance Annual Report for the year 2010.
Sponsors: Ald. Hines Jr.
9. [110110](#) Resolution authorizing the Commissioner of Public Works to enter into an Out-of-Program Agreement with Westlawn Renaissance LLC for the reconstruction of city infrastructures within the Westlawn Subdivision.
Sponsors: Ald. Bauman
10. [110133](#) Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Department of Transportation for the programming of a project known as Milwaukee Smart Trips, Pilot Target Marketing Program with total project costs of \$341,559 with a Grantor share of \$273,247 and a City share of \$68,312.
Sponsors: THE CHAIR
11. [110134](#) Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Layton Boulevard Streetscaping Enhancement with preliminary engineering costs of \$204,926 with a Grantor share of \$163,941 and a City share of \$40,985.
Sponsors: THE CHAIR
12. [110135](#) Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Beer Line Bicycle Trail Extension with preliminary engineering costs of \$166,600 with a Grantor share of \$133,280 and a City share of \$33,320.
Sponsors: THE CHAIR
13. [110136](#) Resolution authorizing the Commissioner of Public Works and Comptroller to execute five Project Agreements with the Wisconsin Department of Transportation for traffic signal improvements using Congestion Mitigation/Air Quality funding for five projects in various Aldermanic Districts with a total estimated preliminary engineering cost of \$609,000, with an estimated grantor share of \$487,200, and an estimated City share of \$121,800.
Sponsors: THE CHAIR
14. [091084](#) Substitute resolution amending a special privilege for change of ownership to Glorioso Real Estate LLC for a non-code compliant marquee, for removal of various items from the public right-of-way, and for addition of a stationary planter for the premises at 1011 East Brady Street, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

15. [100234](#) Substitute resolution amending a special privilege for removal of raised planters and tree grates from the public right-of-way for the premises at 777 East Wisconsin Avenue, in the 4th Aldermanic District.

Sponsors: THE CHAIR

16. [100448](#) Substitute resolution granting a special privilege to Downer Hardware Inc to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way for the premises at 2629 North Downer Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

17. [100467](#) Substitute resolution granting a special privilege to Doris Vitucci Revocable Trust to construct and maintain a covered walk in the public right-of-way for the premises at 1832 East North Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

18. [100995](#) Substitute resolution granting a special privilege to Comet Café Inc for a dumpster enclosure, cigarette butt disposal bins, moveable planters, storm enclosure, and various recycling carts in the public right-of-way for the premises at 1941-47 North Farwell Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

19. [100996](#) Substitute resolution amending a special privilege for change of ownership to Mental Health America of Wisconsin Inc for a building façade encroachment for the premises at 734 North 4th Street, in the 4th Aldermanic District.

Sponsors: THE CHAIR

20. [101041](#) Substitute resolution granting a special privilege to JBC LLC for a covered walk, raised planter, and entrance step in the public right-of-way for the premises at 1007 North Cass Street, in the 4th Aldermanic District.

Sponsors: THE CHAIR

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 #:	110162	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.		
Sponsors:	THE CHAIR		
Indexes:	PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS		
Attachments:	Official Notice #6, Cover Letter		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
110162
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 13
05/18/2011

**OFFICIAL NOTICE NUMBER 6
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>THURSDAY</p> <p>JUNE 2, 2011</p> <p>ROOM 301-B – CITY HALL</p> <p>9:00 A.M.</p>
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3rd Aldermanic District

Alley between E. Bradford Ave., N. Downer Ave., N. Stowell Ave., and E. Webster Pl. (ST212110103):

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

5th Aldermanic District

N. 78th St. – N. 79th St. to W. Hope Ave. (ST211060105):

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

8th Aldermanic District

W. Becher St. – S. 24th St. to S. Layton Blvd. (ST211110143):

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

11th Aldermanic District

S. 38th St. – W. Morgan Ave. to W. Holt Ave. (ST211010151):

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

14th Aldermanic District

S. Harbor Dr. – E. Bay St. to a point north of E. Jones St. (ST211100123):

Concrete pavement reconstruction, replace curb and gutter and sidewalk and driveway approaches where necessary, sodding (width of tree border area varies), and grading.

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

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

Office of the City Clerk, Milwaukee

Ronald D. Leonhardt, City Clerk

May 18, 2011

May 18 , 2011

File Number

To the Honorable, the Common Council

Dear Council Members:

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

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

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

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

MLD:dr
Afr 13
Report Appended

PW FILE NUMBER: 110162

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkoski	Dept. Public Works – Infra.	5/26/11		
Clark Wantoch	Dept. Public Works – Infra.	X		
Ald. Kovac	CC	X		
Ald. Bohl	CC	X		
Ald. Donovan	CC	X		
Ald. Dudzik	CC	X		
Ald. Zielinski	CC	X		



Legislation Details (With Text)

File #:	110161	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$74,000 for a total estimated cost of these projects being \$430,000.		
Sponsors:	THE CHAIR		
Indexes:	ALLEY IMPROVEMENTS, PUBLIC IMPROVEMENTS, STREET IMPROVEMENTS		
Attachments:	Proposed Substitute A		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110161

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 \$74,000 for a total estimated cost of these projects being \$430,000.

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 \$74,000 with the total cost estimated to be \$430,000.

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:

3rd Aldermanic District

Alley between N. Cramer St., E. Hampshire St., E. Hartford Ave., and N. Oakland Ave. (ST212110106): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$9,000). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2011-2012 construction season.

10th Aldermanic District

N. 58th St. - W. Philip Pl. to W. Keefe Ave. (ST211060123): Paving the roadway with concrete. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$65,000, Additional Funds). The total estimated cost for this project including the requested amount is \$360,000. 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 13
05/18/2011

..Number

110161

..Version

Proposed Substitute A

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$90,000 for a total estimated cost of these projects being \$630,000.

..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 \$90,000 with the total cost estimated to be \$630,000.

..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:

3rd Aldermanic District

Alley between N. Cramer St., E. Hampshire St., E. Hartford Ave., and N. Oakland Ave. (ST212110106): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$9,000). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2011-2012 construction season.

5th Aldermanic District

Alley between W. Appleton Ave., W. Congress St., W. Ruby Ave., and N. 80th St. (ST212120102): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$8,000). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2012 construction season.

10th Aldermanic District

N. 58th St. – W. Philip Pl. to W. Keefe Ave. (ST211060123): Paving the roadway with concrete. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the

necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$65,000, Additional Funds). The total estimated cost for this project including the requested amount is \$360,000. This project is anticipated to be completed during the 2011 construction season.

Alley between W. Melvina St., W. Vienna Ave., N. 67th St., and N. 68th St. (ST212120101): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$8,000). The total estimated cost for this project including the requested amount is \$110,000. This project is anticipated to be completed during the 2012 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 13
05/26/2011

PW FILE NUMBER: 110161

[illegible]



Legislation Details (With Text)

File #: 110163 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/24/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$435,800 for a total estimated cost of these projects being \$2,398,000; and rescinding authority for various nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$155,980.11.

Sponsors: THE CHAIR

Indexes: SEWER IMPROVEMENTS, SEWERS, WATER MAINS

Attachments: Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110163

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 \$435,800 for a total estimated cost of these projects being \$2,398,000; and rescinding authority for various nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$155,980.11.

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 \$435,800 with the total cost estimated to be \$2,398,000. The City funds remaining for projects canceled by this resolution is estimated to be \$155,980.11.

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:

10th Aldermanic District

S. 70th St. - South City Limits to W. Adler St. (SM495110513): Sewer work prior to paving. (Nonassessable Sewer Maintenance Relay Fund -- \$10,800, Additional Funds). The total estimated cost for this project including the requested amount is \$48,800. This project is anticipated to be completed during the 2011 construction season.

14th Aldermanic District

S. 1st Street Bridge over the Kinnickinnic River (BR100110104): Design services for bridge rehabilitation. (City Share Non-assessable Structure Fund -- \$275,000). The total estimated cost for this project including the requested amount is \$2,200,000. This project is anticipated to be completed during the 2013 construction season.

Various Aldermanic Districts

Bridge Safety Inspection (BR100110102): Federal mandated safety inspection of in-service bridges. (City Share Non-assessable Structure Fund -- \$150,000). The total estimated cost for this project is \$150,000. This project is anticipated to be completed during the 2011-2012 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.

Whereas, Improvement projects have been canceled for the following described improvements:

3rd Aldermanic District

N. Cambridge Ave. - E. Brady St. to N. Oakland Ave. (WT410110025) File Number 101172: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$15,000).

N. Oakland Ave. - E. Royall Pl. to E. Windsor Pl. (WT410110026) File Number 101172: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$30,000).

5th Aldermanic District

W. Appleton Ave. - W. Glendale Ave. to W. Derby Pl. (WT410110002) File Number 091623: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$18,435.06).

W. Appleton Ave. - W. Hope Ave. to W. Congress St. (WT410110001) File Number 091623: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$23,272.92).

W. Hampton Ave. - W. Beckett Ave. to N. 84th St. (WT410110003) File Number 091623: Relaying water main. (Nonassessable Water Fund - Remaining balance estimated to be \$11,044.64).

N. 81st St. - W. Fiebrantz Ave. to W. Hope Ave. (WT410110615) File Number 091623: Relaying water main. (Nonassessable Water Fund - Remaining balance estimated to be \$13,842.06).

8th Aldermanic District

S. Pearl St./S. 21st St. - W. Mitchell St. to W. Rogers St. (WT410110628) File Number 091623: Water main alteration. (Nonassessable Water Fund - Remaining balance estimated to be \$13,399.95).

11th Aldermanic District

W. River Bend Dr./S. 75th St. - W. Ohio Ave. to W. Morgan Ave. (WT410110023) File Number 100144: Relaying water main. (Nonassessable Water Fund - Remaining balance estimated to be \$17,741.58).

S. 73rd St. - W. Holt Ct. to W. Morgan Ave. (WT410110022) File Number 100144: Relaying water main. (Nonassessable Water Fund - Remaining balance estimated to be \$13,243.90).

;and, be it

Further Resolved, That the Department of Public Works use of funds is rescinded for the above described canceled work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to rescind transfer of remaining funds available for this purpose from the appropriate Capital Project/Grant accounts.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Npr 13
05/18/2011

..Number

110163

..Version

Proposed Substitute A

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$445,800 for a total estimated cost of these projects being \$2,898,000; and rescinding authority for various nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$155,980.11.

..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 \$445,800 with the total cost estimated to be \$2,898,000. The City funds remaining for projects canceled by this resolution is estimated to be \$155,980.11.

..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:

10th Aldermanic District

S. 70th St. – South City Limits to W. Adler St. (SM495110513): Sewer work prior to paving. (Nonassessable Sewer Maintenance Relay Fund -- \$10,800, Additional Funds). The total estimated cost for this project including the requested amount is \$48,800. This project is anticipated to be completed during the 2011 construction season.

11th Aldermanic District

S. 68th St. – W. Howard Ave. to W. Cleveland Ave. (ST211110180): 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 is \$500,000. This project is anticipated to be completed during the 2011-2012 construction season.

14th Aldermanic District

S. 1st Street Bridge over the Kinnickinnic River (BR100110104): Design services for bridge rehabilitation. (City Share Non-assessable Structure Fund -- \$275,000). The

total estimated cost for this project including the requested amount is \$2,200,000. This project is anticipated to be completed during the 2013 construction season.

Various Aldermanic Districts

Bridge Safety Inspection (BR100110102): Federal mandated safety inspection of in-service bridges. (City Share Non-assessable Structure Fund -- \$150,000). The total estimated cost for this project is \$150,000. This project is anticipated to be completed during the 2011-2012 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; and, be it

Further Resolved, That improvement projects have been canceled for the following described improvements:

3rd Aldermanic District

N. Cambridge Ave. – E. Brady St. to N. Oakland Ave. (WT410110025) File Number 101172: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$15,000).

N. Oakland Ave. – E. Royall Pl. to E. Windsor Pl. (WT410110026) File Number 101172: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$30,000).

5th Aldermanic District

W. Appleton Ave. – W. Glendale Ave. to W. Derby Pl. (WT410110002) File Number 091623: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$18,435.06).

W. Appleton Ave. – W. Hope Ave. to W. Congress St. (WT410110001) File Number 091623: Relaying water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$23,272.92).

W. Hampton Ave. – W. Beckett Ave. to N. 84th St. (WT410110003) File Number 091623: Relaying water main. (Nonassessable Water Fund – Remaining balance estimated to be \$11,044.64).

N. 81st St. – W. Fiebrantz Ave. to W. Hope Ave. (WT410110615) File Number 091623: Relaying water main. (Nonassessable Water Fund – Remaining balance estimated to be \$13,842.06).

8th Aldermanic District

S. Pearl St./S. 21st St. – W. Mitchell St. to W. Rogers St. (WT410110628) File Number 091623: Water main alteration. (Nonassessable Water Fund – Remaining balance estimated to be \$13,399.95).

11th Aldermanic District

W. River Bend Dr./S. 75th St. – W. Ohio Ave. to W. Morgan Ave. (WT410110023) File Number 100144: Relaying water main. (Nonassessable Water Fund – Remaining balance estimated to be \$17,741.58).

S. 73rd St. – W. Holt Ct. to W. Morgan Ave. (WT410110022) File Number 100144: Relaying water main. (Nonassessable Water Fund – Remaining balance estimated to be \$13,243.90).

;and, be it

Further Resolved, That the Department of Public Works use of funds is rescinded for the above described canceled work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to rescind transfer of remaining funds available for this purpose from the appropriate Capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Npr 13
05/26/2011

PW FILE NUMBER: 110163

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkoski	Dept. Public Works – Infra.			
Clark Wantoch	Dept. Public Works – Infra.			
Ald. Murphy	CC			
Ald. Zielinski	CC			
Ald. Kovac	CC			
Ald. Bohl	CC			
Ald. Donovan	CC			
Ald. Dudzik	CC			



Legislation Details (With Text)

File #: 110164 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/24/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$850,000 for a total estimated cost of these projects being \$900,000; and, rescinding authority for construction of nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$1,528,128.95.

Sponsors: THE CHAIR

Indexes: PUBLIC IMPROVEMENTS, WATER MAINS

Attachments: Proposed Substitute A, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110164

Version

ORIGINAL

Reference

110028

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 \$850,000 for a total estimated cost of these projects being \$900,000; and, rescinding authority for construction of nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$1,528,128.95.

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 \$850,000. The total estimated cost of these projects is \$900,000. The City funds remaining for projects canceled by this resolution is estimated to be \$1,528,128.95.

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:

6th Aldermanic District

N. Humboldt Ave. - N. Riverboat Rd. to N. Commerce St. (WT410110781) File Number 110028: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$8,000; Nonassessable Water Fund Budget Line 6410 -- \$267,000). The total estimated cost for this project including the requested amount is \$300,000. This project is anticipated to be completed during the 2011 construction season.

13th Aldermanic District

S. 6th St. Green Street Project - W. Grange Ave. to W. Howard Ave. (SM493100103) File Number 101172: (Nonassessable TSS Removal Fund -- \$575,000). The total estimated cost for this project including the requested amount is \$600,000. 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; and, be it

Further Resolved, That installation and construction has been canceled for the following described improvements:

2nd Aldermanic District

W. Capitol Dr. - N. 60th St. to N. 64th St. (WT410100010) File Number 101173: Relay water main. (Nonassessable Water Fund - Remaining balance estimated to be \$375,429.51).

5th Aldermanic District

W. Auer Ave. - N. 84th St. to N. 85th St. (WT410110006) File Number 101173: Relay water main. (Nonassessable Water Fund - Remaining balance estimated to be \$87,109.05).

N. 82nd St. - W. Keefe Ave. to 230 feet north of W. Nash St. (WT410100020) File Number 101173: Relay water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$231,036.94).

N. 87th St. - W. Auer Ave. to W. Concordia Ave. (WT410100022) File Number 100961: Relay water main. (Nonassessable Water Fund - Remaining balance estimated to be \$169,837.26).

10th Aldermanic District

W. Appleton Ave. - W. Chapman Pl. to W. Capitol Dr. (WT410100013) File Number 101173: Relay water main. (Nonassessable Water Fund - Remaining balance estimated to be \$124,903.48).

W. Blue Mound Rd. - N. 40th St. to N. 44th St. (WT410061065) File Number 101173: Joint Seal. (Nonassessable Water Fund - Remaining balance estimated to be \$187,638.92).

W. Capitol Dr. - W. Appleton Ave. to N. 78th St. (WT410100011) File Number 101173: Relay water main. (Nonassessable Water Fund - Remaining balance estimated to be \$352,173.79).

; and, be it

Resolved, That the Department of Public Works cancel the above described work and that use of funds remaining is rescinded for said work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to rescind transfer of remaining funds available for this purpose to the appropriate Capital Project/Grant accounts.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
Nfr 13
05/18/2011

..Number

110164

..Version

Proposed Substitute A

..Reference

110028

..Sponsor

THE CHAIR

..Title

Proposed substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$1,600,000 for a total estimated cost of these projects being \$1,700,000; and, rescinding authority for construction of nonassessable public improvements at various locations with appropriated funds remaining for these purposes estimated to be \$1,528,128.95.

..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 \$1,600,000. The total estimated cost of these projects is \$1,700,000. The City funds remaining for projects canceled by this resolution is estimated to be \$1,528,128.95.

..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:

6th Aldermanic District

N. Humboldt Ave. – N. Riverboat Rd. to N. Commerce St. (WT410110781) File Number 110028: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$8,000; Nonassessable Water Fund Budget Line 6410 -- \$267,000). The total estimated cost for this project including the requested amount is \$300,000. This project is anticipated to be completed during the 2011 construction season.

13th Aldermanic District

S. 6th St. Green Street Project – W. Grange Ave. to W. Howard Ave. (SM493100103) File Number 101172: Installation of bioretention facilities in the terrace areas to treat stormwater from roadways and adjacent areas. (Nonassessable TSS Removal Fund -- \$575,000). The total estimated cost for this project including the requested amount is \$600,000. This project is anticipated to be completed during the 2011 construction season.

Various Aldermanic Districts

16th Street Viaduct and Holton Street Viaduct Underdeck Netting (BR100110103) File Number 100839: Installation of debris netting under the 16th Street Viaduct at various locations over the railroad and Canal Street and installation of bird exclusion netting under the Holton Street Viaduct to protect the Marsupial Pedestrian Bridge. (City Share Non-assessable Structure Fund -- \$750,000). The total estimated cost for this project including the requested amount is \$800,000. 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; and, be it

Further Resolved, that installation and construction has been canceled for the following described improvements:

2nd Aldermanic District

W. Capitol Dr. – N. 60th St. to N. 64th St. (WT410100010) File Number 101173: Relay water main. (Nonassessable Water Fund – Remaining balance estimated to be \$375,429.51).

5th Aldermanic District

W. Auer Ave. – N. 84th St. to N. 85th St. (WT410110006) File Number 101173: Relay water main. (Nonassessable Water Fund – Remaining balance estimated to be \$87,109.05).

N. 82nd St. – W. Keefe Ave. to 230 feet north of W. Nash St. (WT410100020) File Number 101173: Relay water main. (Nonassessable Water Fund -- Remaining balance estimated to be \$231,036.94).

N. 87th St. – W. Auer Ave. to W. Concordia Ave. (WT410100022) File Number 100961: Relay water main. (Nonassessable Water Fund – Remaining balance estimated to be \$169,837.26).

10th Aldermanic District

W. Appleton Ave. – W. Chapman Pl. to W. Capitol Dr. (WT410100013) File Number 101173: Relay water main. (Nonassessable Water Fund – Remaining balance estimated to be \$124,903.48).

W. Blue Mound Rd. – N. 40th St. to N. 44th St. (WT410061065) File Number 101173: Joint Seal. (Nonassessable Water Fund – Remaining balance estimated to be \$187,638.92).

W. Capitol Dr. – W. Appleton Ave. to N. 78th St. (WT410100011) File Number 101173: Relay water main. (Nonassessable Water Fund – Remaining balance estimated to be \$352,173.79).

; and, be it

Further Resolved, That the Department of Public Works cancel the above described work and that use of funds remaining is rescinded for said work; and, be it

Further Resolved, That the City Comptroller is authorized and directed to rescind transfer of remaining funds available for this purpose to the appropriate Capital Project/Grant accounts.

..Requestor
Infrastructure Services Division
..Drafter
MLD:dr
Nfr 13
05/26/2011

PW FILE NUMBER: 110164

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkoski	Dept. Public Works – Infra.	5/26/11		
Clark Wantoch	Dept. Public Works – Infra.	X		
Ald. Coggs	CC	X		
Ald. Witkowski	CC	X		
Ald. Davis	CC	X		
Ald. Bohl	CC	X		
Ald. Murphy	CC	X		
Ald. Dudzik	CC	X		



Legislation Details (With Text)

File #: 110205 **Version:** 0
Type: Resolution **Status:** In Committee
File created: 5/24/2011 **In control:** PUBLIC WORKS COMMITTEE
On agenda: **Final action:**
Effective date:
Title: Resolution authorizing a sidewalk replacement in the Eighth (8th) and Eleventh (11th) Aldermanic Districts and at Scattered Sites.
Sponsors: ALD. BAUMAN
Indexes: SIDEWALK IMPROVEMENTS, SIDEWALKS
Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110205

Version

ORIGINAL

REFERENCE

Sponsor

Ald. Bauman

Title

Resolution authorizing a sidewalk replacement in the Eighth (8th) and Eleventh (11th) Aldermanic Districts and at Scattered Sites.

Analysis

To provide the necessary authority for sidewalk repairs in the Eighth (8th) and Eleventh (11th) Aldermanic Districts and at Scattered Sites.

Body

Whereas, It is necessary and in the public interest to replace those sidewalk stones which are cracked, broken, out of grade or otherwise a hazard to pedestrians; and

Whereas, It is proposed that sidewalk replacement work be done in the following locations at the indicated cost:

Area bounded by W. Burnham St., S. 35th St., W. Lincoln Ave., S. 27th St., W. Forest Home Ave., S. 43rd St., and west City Limits in the Eighth (8th) and Eleventh (11th) Aldermanic Districts (ST230110138); and at Scattered Sites (ST230110139); and

Whereas, Funds have been encumbered and thus set aside for the proposed public improvement; now, therefore be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works be, and is hereby authorized and directed to proceed to do the above described sidewalk replacement work; and, be it

Further Resolved, That the City Comptroller is hereby authorized and directed to set up \$525,000 to 0333 ST230110138 and \$300,000 to 0330-ST230110138; and, be it

Further Resolved, That the City Comptroller is hereby authorized and directed to set up \$175,000 to 0333 ST230110139 and \$25,000 to 0330-ST230110139; and, be it

Further Resolved, That the proper City Departments take such actions as is required of them to assess the abutting properties and collect such assessment in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances.

Requestor
Infrastructure Services Division
Drafter
MLD:dr
SDWLK RPLCMT (8 & 11 DIST)
05/26/2011

PW FILE NUMBER: 110205

[illegible]



Legislation Details (With Text)

File #: 110089 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 5/3/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution authorizing the placement of an information kiosk and other donated structures and equipment in Hartung Park.

Sponsors: ALD. BOHL

Indexes: DONATIONS, PARKS

Attachments: Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/3/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110089

Version

SUBSTITUTE 1

Reference

060292, 071402

Sponsor

ALD. BOHL

Title

Substitute resolution authorizing the placement of an information kiosk and other donated structures and equipment in Hartung Park.

Analysis

This resolution authorizes the Hartung Park Community Association to place, at no cost to the City, an information kiosk in the northwest quadrant of Hartung Park, with the exact location of the kiosk to be determined by the Commissioner of Public Works. It further authorizes the Hartung Park Community Association to place additional structures and equipment in Hartung Park, provided that these items are placed at no cost to the City and with the approval of the Commissioner of Public Works.

Body

Whereas, On July 12, 2006, the Common Council adopted File Number 060292, a resolution designating the City-owned Hartung Quarry property located southeast of West Keefe Avenue and North Menomonee River Parkway as the site of a future park to be known as Hartung Park; and

Whereas, On February 26, 2008, the Common Council adopted File Number 071402, a resolution authorizing the Department of Public Works to fund and construct Phase I of Hartung Park; and

Whereas, Phases I and II of Hartung Park, which cover approximately the western half of the site and

includes a playground, picnic area, demonstration rain garden, interpretive limestone Silurian Reef outcroppings, a detention pond and a labyrinth, were completed and dedicated in June, 2010; and

Whereas, Construction of Phase III, which occupies the easterly half of the site and will include 2 sledding hills and a scenic overlook, commenced in June, 2010, and is currently underway; and

Whereas, The Hartung Park Community Association, an organization of dozens of residents of the surrounding Milwaukee and Wauwatosa neighborhoods, has played an active and vital role in the planning, design, development, stewardship and promotion of Hartung Park; and

Whereas, The Hartung Park Community Association would like to donate a Hartung Park information kiosk to be placed in the northwest quadrant of the Park, just southeast of the playground; and

Whereas, The Hartung Park Community Association anticipates that it will donate additional items to Hartung Park (e.g., bicycle rack, playground equipment) in the near future; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Hartung Park Community Association is authorized to place, at no cost to the City, an information kiosk in the northwest quadrant of Hartung Park, with the exact location of the kiosk to be determined by the Commissioner of Public Works; and, be it

Further Resolved, That the Hartung Park Community Association is authorized to place additional structures and equipment in Hartung Park, provided that these items are placed at no cost to the City and subject to the approval of the Commissioner of Public Works.
Requestor

Drafter
LRB127591-2
Jeffrey D. Osterman
05/16/2011

PW FILE NUMBER: 110089

[illegible]



Legislation Details (With Text)

File #: 110203 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/24/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution accepting the donation of a foreclosed house at 3005 West Kilbourn Avenue in the Historic Concordia neighborhood from LNV Corporation for restoration using the Housing Infrastructure Preservation Fund, in the 4th Aldermanic District.

Sponsors: ALD. BAUMAN

Indexes: DONATIONS, FORECLOSURES, HOUSING

Attachments: Fiscal Impact Statement, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
110203
Version
ORIGINAL
Reference

Sponsor
ALD. BAUMAN

Title
Resolution accepting the donation of a foreclosed house at 3005 West Kilbourn Avenue in the Historic Concordia neighborhood from LNV Corporation for restoration using the Housing Infrastructure Preservation Fund, in the 4th Aldermanic District.

Analysis
This resolution authorizes donation of a fire-damaged residential building for restoration by the Department of City Development prior to sale.

Body
Whereas, The bank foreclosed house at 3005 West Kilbourn Avenue has been fire damaged and the Department of Neighborhood Services has issued an order to raze or repair the structure and to stabilize an abandoned, historic property; and

Whereas, The house is a blight on the Historic Concordia neighborhood, but demolition would adversely affect the historic character of the area; and

Whereas, The property owner, LNV Corporation, has offered to donate the property to the City of Milwaukee ("City") and will provide the City with a clear title; and

Whereas, After donation, the Department of City Development ("DCD") proposes to use the City's Housing Infrastructure Preservation Fund to make critical repairs to stabilize the structure and to make the house marketable to an owner-occupant; and

Whereas, Prior to using such funds, DCD will consult with the local Common Council member to classify the property as a Special Consideration-Restoration Property pursuant to Section 304-49-2.b-3-a, Milwaukee Code of Ordinances; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City is authorized to accept donation of the property at 3005 West Kilbourn Avenue from LNV Corporation; and, be it

Further Resolved, That the Commissioner of DCD, or designee, is authorized to execute a Donation Agreement with LNV Corporation and to accept the deed and execute other documents necessary to acquire clear title to the property; and, be it

Further Resolved, That upon concurrence by the local Common Council member on the designation as Special Consideration-Restoration Property, DCD shall prepare a scope of work and contract for restoration activities using the Housing Infrastructure Preservation Fund to stabilize the house and make it suitable for marketing.

Drafter

DCD:EMM:dke

05/24/11/A



City of Milwaukee Fiscal Impact Statement

A	Date	5/26/2011	File Number	110203	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Substitute
	Subject	Resolution accepting the donation of a foreclosed house at 3005 West Kilbourn Avenue in the Historic Concordia neighborhood from LNV Corporation fo restoration using the Housing Infrastructure Preservation Fund, in the 4 th Aldermanic District				

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

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

D	Charge To	<input type="checkbox"/> Department Account	<input type="checkbox"/> Contingent Fund
	<input type="checkbox"/> Capital Projects Fund	<input type="checkbox"/> Special Purpose Accounts	
	<input type="checkbox"/> Debt Service	<input type="checkbox"/> Grant & Aid Accounts	
	<input checked="" type="checkbox"/> Other (Specify)	CDBG Spot Acquisition	

E	Purpose	Specify Type/Use	Expenditure	Revenue
	Salaries/Wages		\$0.00	\$0.00
			\$0.00	\$0.00
	Supplies/Materials		\$0.00	\$0.00
			\$0.00	\$0.00
	Equipment		\$0.00	\$0.00
			\$0.00	\$0.00
	Services		\$0.00	\$0.00
			\$0.00	\$0.00
	Other	Property taxes, title transfer, recording fees, closing costs	\$5,000.00	\$0.00
			\$0.00	\$0.00
	TOTALS		\$5,000.00	\$ 0.00

F

Assumptions used in arriving at fiscal estimate. _____

G

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

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

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

I

Additional information. _____

JThis Note ☐ Was requested by committee chair.

PW FILE NUMBER: 110203

[illegible]



Legislation Details (With Text)

File #:	110183	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution to inform the Common Council of the City of Milwaukee of the City's Compliance Maintenance Annual Report for the year 2010.		
Sponsors:	ALD. HINES JR.		
Indexes:	ENVIRONMENT, REPORTS AND STUDIES, SEWERS, WISCONSIN DEPARTMENT OF NATURAL RESOURCES		
Attachments:	Cover Letter, Report, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110183

Version

ORIGINAL

Reference

Sponsor

Alderman Hines

Title

Resolution to inform the Common Council of the City of Milwaukee of the City's Compliance Maintenance Annual Report for the year 2010.

Analysis

This resolution is a requirement per WDNR General Sanitary Permit Number WI-0047341-04-0. The City of Milwaukee is required to adopt a resolution to have its Common Council review and provide comments on the City's Compliance Maintenance Annual Report (CMAR) on an annual basis.

Body

Whereas, On February 28, 2006 the Wisconsin Department of Natural Resources (WDNR) issued to the City of Milwaukee a revised General Permit to Discharge Under the Wisconsin Pollutant Elimination System, Permit number WI-0047341-04-0; and

Whereas, Section 2.7 of said permit requires the City of Milwaukee to adopt a resolution to have its Common Council review and provide responses as required on the City's Compliance Maintenance Annual Report (CMAR); and

Whereas, All collection systems in the State of Wisconsin are required by their respective General Sanitary Permits to submit their own CMAR electronically (eCMAR) via the World Wide Web; and

Whereas, Said resolution shall be submitted to WDNR as part of CMAR; and

Whereas, The Department of Public Works has completed the eCMAR, a copy of which is attached to this Common Council File Number 110183 and incorporated in this resolution by reference as though set forth in full; and

Whereas, The CMAR report contains two major sections titled: Financial and Collection System and each section is electronically graded based upon data entered; and

Whereas, According to the methodology the WDNR is using to grade the CMAR sections, the City of Milwaukee scored an "A" in the Financial section and "F" in the Collection System section; and

Whereas, The "F" grade was generated based on sixty four (64) reported Sanitary Sewer Overflows (SSO) in 2010 with sixty one (61) SSOs caused by Infiltration and Inflow (I/I), two (2) SSOs caused by clogged sewers and one (1) SSO caused by contractor error; and

Whereas, The aforementioned sixty one sewer SSOs caused by Infiltration and Inflow (I/I) were related to three rain events on June 15, 2010, July 15, 2010 and July 22, 2010; and

Whereas, The sixty four (64) SSO occurrences represent 0.05 occurrence per sewer mile per year; and

Whereas, The WDNR grading system does not take into account any corrective measures the City has undertaken to improve the sanitary sewer system as shown in the attached CMAR; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Common Council of the City of Milwaukee is in receipt of said Report and shall provide any responses as required; and, be it

Further Resolved, After this Common Council File Number 110183 has been adopted by the Common Council of the City of Milwaukee, that a certified copy be attached to the 2010 Compliance Maintenance Annual Report (CMAR) and submitted to the Wisconsin Department of Natural Resources.

Requestor
Department of Public Works
Infrastructure Services Division
Drafter
Environmental Engineering Section
TJT/sb
May 19, 2011

May 20, 2011

To the Honorable, the Common Council

Dear Council Members:

On February 28, 2006, the Wisconsin Department of Natural Resources (WDNR) issued to the City of Milwaukee a revised General Permit to Discharge under the Wisconsin Pollutant Elimination System (WPDES), Permit Number WI-0047341-04-0.

Section 2.7 of the permit requires the City of Milwaukee to submit a Compliance Maintenance Annual Report (CMAR) and to adopt a resolution to have its Common Council review and provide responses as needed on the CMAR. The Department of Public Works has prepared the CMAR and the resolution and they are attached herewith.

We recommend adoption of the resolution.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

TJT: sb

Attachment

SB:3-5

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

Last Updated:
5/16/2011

Reporting Year: 2010

Financial Management

Questions	Points
1. Person Providing This Financial Information	
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Name: Telephone: E-Mail Address(optional): </div> <div style="width: 65%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Timothy J. Thur</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">(414) 286-2463</div> <div style="border: 1px solid black; padding: 2px;">timothy.thur@milwaukee.gov</div> </div> </div>	
2. Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </div> <div style="margin-left: 20px;">If No, please explain:</div> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>	
3. When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2009	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility) </div>	
4. Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </div>	
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5. Equipment Replacement Funds	
5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2009	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: </div> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>	
5.2 What amount is in your Replacement Fund? <div style="text-align: center;">Equipment Replacement Fund Activity</div>	
<div style="display: flex; justify-content: space-between;"> <div>5.2.1 Ending Balance Reported on Last Year's CMAR:</div> <div>\$300,000.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</div> <div style="text-align: right;">-\$0.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>5.2.3 Adjusted January 1st Beginning Balance</div> <div>\$300,000.00</div> </div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

Last Updated:
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Financial Management (Continued)

	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) + \$611,000.00 5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$611,000.00 5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$300,000.00 (All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; padding: 5px;"> 1)Purchase of vehicles and sewer cleaning and safety equipment 2)Rehab and/or repair pumps and generators. </div>							
	5.3 What amount <u>should</u> be in your replacement fund? \$300,000.00 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)							
	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: <div style="border: 1px solid black; height: 20px; width: 600px; margin-top: 5px;"></div>							
6.	Future Planning							
	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>The City of Milwaukee has an ongoing sewer replacement program. from 2010 to 2015, our six year capital improvement Program is \$177 million. This amount is for replacement of the City's combined, sanitary and storm sewers. Of that amount, approximately \$10,000,000 is budgeted for the sanitary sewer system rehabilitation each year.</td> <td>\$10,000,000.00</td> <td>2010</td> </tr> </tbody> </table>		Project Description	Estimated Cost	Approximate Construction Year	The City of Milwaukee has an ongoing sewer replacement program. from 2010 to 2015, our six year capital improvement Program is \$177 million. This amount is for replacement of the City's combined, sanitary and storm sewers. Of that amount, approximately \$10,000,000 is budgeted for the sanitary sewer system rehabilitation each year.	\$10,000,000.00	2010
Project Description	Estimated Cost	Approximate Construction Year						
The City of Milwaukee has an ongoing sewer replacement program. from 2010 to 2015, our six year capital improvement Program is \$177 million. This amount is for replacement of the City's combined, sanitary and storm sewers. Of that amount, approximately \$10,000,000 is budgeted for the sanitary sewer system rehabilitation each year.	\$10,000,000.00	2010						
7.	Financial Management General Comments:							
	<div style="border: 1px solid black; padding: 5px;"> The City's budget is based on the calendar year, Jan 1st to Dec. 31st. </div>							

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

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Financial Management (Continued)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

Last Updated:
5/23/2011

Reporting Year: 2010

Sanitary Sewer Collection Systems

Questions	Points
1. Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div>	
2. Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4) </div>	
3. Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
<div style="margin-left: 20px;"> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> To efficiently collect and convey all of our customer's wastewater in the most cost effective manner while remaining in compliance with WPDES permits, Clean Water Act, Wisconsin Law and MMSD Rules and Regulations. </div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input checked="" type="checkbox"/> Public information and education program </div> <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <div style="border: 1px solid black; padding: 2px 10px;">09/27/1995</div> <input type="checkbox"/> Pretreatment/Industrial control Programs <input checked="" type="checkbox"/> Fat, Oil and Grease control <input checked="" type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements </div> <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input checked="" type="checkbox"/> Others: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Milwaukee Metropolitan Sewerage District Standards </div> </div> </div>	

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Sanitary Sewer Collection Systems (Continued)

	<input checked="" type="checkbox"/>	<p>Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <p><input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input checked="" type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input checked="" type="checkbox"/> Lift station capacity and/or pumping problems <p><input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input checked="" type="checkbox"/> Special Studies Last Year (check only if applicable):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input checked="" type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: 	
4.	<p>Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:</p>		
	<p>Cleaning 46 % of system/year</p> <p>Root Removal 2 % of system/year</p> <p>Flow Monitoring 1.8 % of system/year</p> <p>Smoke Testing 0 % of system/year</p> <p>Sewer Line Televising 17 % of system/year</p>		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

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Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	<input style="width: 50px;" type="text" value="19.1"/>	% of system/year
Lift Station O&M	<input style="width: 50px;" type="text" value="12"/>	# per L.S./year
Manhole Rehabilitation	<input style="width: 50px;" type="text" value="14.8"/>	% of manholes rehabed
Mainline Rehabilitation	<input style="width: 50px;" type="text" value="2"/>	% of sewer lines rehabed
Private Sewer Inspections	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Private Sewer I/I Removal	<input style="width: 50px;" type="text" value="0"/>	% of private services
<p>Please include additional comments about your sanitary sewer collection system below:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>		

5. Provide the following collection system and flow information for the past year:

<input style="width: 80px;" type="text" value="35.98"/>	Total Actual Amount of Precipitation Last Year
<input style="width: 80px;" type="text" value="34.81"/>	Annual Average Precipitation (for your location)
<input style="width: 80px;" type="text" value="963"/>	Miles of Sanitary Sewer
<input style="width: 80px;" type="text" value="6"/>	Number of Lift Stations
<input style="width: 80px;" type="text" value="2"/>	Number of Lift Station Failure
<input style="width: 80px;" type="text" value="3"/>	Number of Sewer Pipe Failures
<input style="width: 80px;" type="text" value="33"/>	Number of Basement Backup Occurrences
<input style="width: 80px;" type="text" value="18083"/>	Number of Complaints
<input style="width: 80px;" type="text"/>	Average Daily Flow in MGD
<input style="width: 80px;" type="text"/>	Peak Monthly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

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Reporting Year: 2010

Sanitary Sewer Collection Systems (Continued)

	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

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Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)				
	Date	Location	Cause	Estimated Volume (MG)
1.	6/15/2010 4:30:00 PM to 6/15/2010 5:00:00 PM	W. Potomac Ave & W. Chapman Place	Rain	0.0224
2.	6/12/2010 12:30:00 PM to 6/12/2010 3:40:00 PM	Lincoln Memorial Drive - in front of Bradford Beach bathhouse - volume left blank	Plugged Sewer	0
3.	7/15/2010 1:05:00 AM to 7/15/2010 6:50:00 AM	W. Potomac Ave. and W. Chapman Pl.	Rain	0.153
4.	7/15/2010 12:39:00 AM to 7/15/2010 6:49:00 AM	N. 41st St. and W. Congress St.	Rain	0.085
5.	7/15/2010 1:13:00 AM to 7/15/2010 4:14:00 AM	N. 86th St. and W. Center St.	Rain	0.0021
6.	7/15/2010 9:35:00 AM to 7/15/2010 11:02:00 AM	N. 20th St. and W. Fairmount Ave.	Rain	0.0168
7.	7/15/2010 1:30:00 AM to 7/15/2010 2:36:00 AM	N. 27th St. and 404' s/o W. Hope Ave.	Rain	0.0432
8.	7/15/2010 1:24:00 AM to 7/15/2010 3:37:00 AM	N. 76th St. and W. Glendale Ave.	Rain	0.0148
9.	7/15/2010 1:11:00 AM to 7/15/2010 11:52:00 AM	N. 67th and W. Center St.	Rain	0.0665
10.	7/15/2010 1:50:00 AM to 7/15/2010 1:52:00 AM	N. 49th St. and W. Rohr Ave.	Rain	0.0064
11.	7/15/2010 1:27:00 AM to 7/15/2010 2:46:00 AM	W. Potomac Ave. and 350 nw/o W. Glendale Ave.	Rain	0.0266
12.	7/15/2010 1:55:00 AM to 7/15/2010 1:01:00 PM	W. Kinnickinnic River Pkwy. and W. Cleveland Ave.	Rain	0.0657
13.	7/15/2010 9:43:00 AM to 7/15/2010 9:44:00 AM	N. 23rd St. and W. Lincoln Creek Pkwy.	Rain	0.0016

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Sanitary Sewer Collection Systems (Continued)

14.	7/15/2010 9:40:00 AM to 7/15/2010 2:52:00 PM	N. 24th St. and W. Lincoln Creek Pkwy.	Rain	0.265
15.	7/15/2010 1:15:00 AM to 7/15/2010 11:54:00 AM	N. 24th Pl. and W. Lincoln Creek Pkwy.	Rain	0.917
16.	7/15/2010 1:10:00 AM to 7/15/2010 3:40:00 AM	N. 21st St. and W. Hampton Ave.	Rain	0.243
17.	7/15/2010 1:21:00 AM to 7/15/2010 1:52:00 AM	N. 88th St. and W. Concordia Ave.	Rain	0.0114
18.	7/15/2010 1:31:00 AM to 7/15/2010 11:41:00 AM	N. 75th St. and W. Hadley St.	Rain	0.0632
19.	7/15/2010 1:20:00 AM to 7/15/2010 1:25:00 PM	N. 29th St. and W. Villard Ave.	Rain	0.662
20.	7/15/2010 1:48:00 AM to 7/15/2010 1:51:00 AM	N. 56th St. and W. Villard Ave.	Rain	0.0052
21.	7/22/2010 7:57:00 PM to 7/23/2010 1:10:00 PM	N. 20th St. and W. Fairmount Ave.	Rain	0.283
22.	7/22/2010 8:43:00 AM to 7/24/2010	N. 89th St. and W. Townsend Ave.	Rain	0.0032
23.	7/23/2010 to 7/24/2010	N. 41st St. and W. Congress St. (n/s)	Rain	0.0488
24.	7/22/2010 9:05:00 PM to 7/23/2010 2:38:00 AM	S. Pine Ave. and E. Cudahy Ave.	Rain	0.0566
25.	7/22/2010 8:06:00 PM to 7/22/2010 8:07:00 PM	N. 24th St. and W. Lincoln Creek Pkwy.	Rain	0.0041
26.	7/23/2010 to 7/24/2010	N. 20th St. and 680' s/o W. Hampton Ave.	Rain	0.0564
27.	7/23/2010 to 7/24/2010	N. 88th St. and W. Concordia Ave.	Rain	0.0515
28.	7/22/2010 7:57:00 PM to 7/22/2010 11:29:00 PM	N. 75th St. and W. Hadley St.	Rain	0.092
29.	7/22/2010 12:31:00 AM to 7/23/2010 5:21:00 PM	N. 29th St. and W. Villard Ave.	Rain	0.0747

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Sanitary Sewer Collection Systems (Continued)

30.	7/22/2010 7:57:00 PM to 7/23/2010 5:00:00 PM	N. 56th St. and W. Villard Ave.	Rain	0.3283
31.	7/23/2010 to 7/24/2010	N. Green Bay Rd. and W. Fairmount Ave.	Rain	0.0805
32.	7/22/2010 7:57:00 PM to 7/22/2010 10:01:00 PM	N. 67th St. and W. Center St.	Rain	0.1078
33.	7/22/2010 7:57:00 PM to 7/23/2010	W. Potomac Ave. and W. Chapman Pl.	Rain	0.3469
34.	7/23/2010 to 7/24/2010	N. 27th St. and 404' s/o W. Hope Ave.	Rain	0.3793
35.	7/22/2010 7:57:00 PM to 7/23/2010 6:06:00 AM	N. 76th St. and W. Glendale Ave.	Rain	0.2807
36.	7/22/2010 7:57:00 PM to 7/23/2010	N. 49th St. and W. Rohr Ave.	Rain	0.1203
37.	7/22/2010 7:57:00 PM to 7/23/2010 2:41:00 AM	W. Potomac Ave. and 350' nw/o W. Glendale Ave.	Rain	0.3645
38.	7/23/2010 to 7/24/2010	W. Kinnickinnic River Pkwy. and W. Cleveland Ave.	Rain	0.0046
39.	7/23/2010 to 7/24/2010	N. 95th St. and W. Metcalf Pl.	Rain	0.0349
40.	7/23/2010 to 7/24/2010	N. 96th and W. Auer Ave	Rain	0.0051
41.	7/23/2010 to 7/24/2010	N. 37th and W. Kiley Ave.	Rain	0.0342
42.	7/23/2010 to 7/24/2010	N. 80th St. and W. Townsend Ave.	Rain	0.0215
43.	7/23/2010 to 7/24/2010	N. 28th St. and W. Villard Ave	Rain	0.0632
44.	7/23/2010 to 7/24/2010	N. 61st St. and W. Sheridan Ave.	Rain	0.0128
45.	7/23/2010 to 7/24/2010	N. 88th St. and W. Center St. (40' n/o)	Rain	0.1752
46.	7/23/2010 to 7/24/2010	N. 83rd St. and W. Hope Ave.	Rain	0.004
47.	7/22/2010 to 7/24/2010	N. 36th St. and W. Toronto St.	Rain	0.0064
48.	7/23/2010 1:36:00 AM to 7/23/2010 4:09:00 AM	N. 27th St. and W. Villard Ave. (300' n/o)	Rain	0.0642

Were there SSOs that occurred last year that are not listed above?

- ☒ Yes
☐ No

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Sanitary Sewer Collection Systems (Continued)

	<p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>1. On 8/11/2010, 12:30pm to 1:15pm at the lift station adjacent to Bradford Beach. The SSO was caused by a contractor working on the lift station control cabinet and leaving the controls in the wrong position. 2. On 2/13/2010, in the morning, manhole at approximately 6711 West Keefe Avenue Parkway. This event was due to a clog in the sanitary sewer located at West Keefe Avenue Parkway between North 67th Street and West Appleton Avenue. 6600 gallons was discharged. The following fourteen temporary bypass pumps also discharged 480,000 gallons each between July 22 and July 23, 2010 1. N. 79th St W. Mt Vernon Ave. 2. N. Milwaukee River Pkwy and W. Lawn Ave. 3. N. 92nd St. and W. Mt. Vernon Ave. 4. N. 79th St. and W. Locust St. 5. W. Potomac Ave. and W. Stark St. 6. N. 71st St. and W. Courtland Ave. 7. N. 16th St and W. Congress St. 8. N. 48th St and W. Hope Ave. 9. N. 70th St and W. Hope Ave. 10. N. 77th St and W. Hope Ave. 11. N. 82nd St and W. Capitol Dr. 12. W. Fond du Lac Ave. and W. Roosevelt Ave. 13. N. 42nd St and W. Nash St. 14. N. 71st St and W. Center St</p> </div>	480
	<p>PERFORMANCE INDICATORS</p> <div style="margin-top: 10px;"> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; text-align: center; padding: 2px;">0.33</div> <div style="margin-left: 10px;">Lift Station Failures(failures/ps/year)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; text-align: center; padding: 2px;">0.00</div> <div style="margin-left: 10px;">Sewer Pipe Failures(pipe failures/sewer mile/yr)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; text-align: center; padding: 2px;">0.05</div> <div style="margin-left: 10px;">Sanitary Sewer Overflows (number/sewer mile/yr)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; text-align: center; padding: 2px;">0.03</div> <div style="margin-left: 10px;">Basement Backups(number/sewer mile)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; text-align: center; padding: 2px;">18.78</div> <div style="margin-left: 10px;">Complaints (number/sewer mile)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 60px; height: 20px; margin: 2px;"></div> <div style="margin-left: 10px;">Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 60px; height: 20px; margin: 2px;"></div> <div style="margin-left: 10px;">Peaking Factor Ratio(Peak Hourly:Annual daily Average)</div> </div> </div>	
6.	Was infiltration/inflow(I/I) significant in your community last year?	
	<p style="margin-left: 40px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p>	

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Sanitary Sewer Collection Systems (Continued)

7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?	
	<input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please describe: <div></div>	
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?	
	<div></div>	
9.	What is being done to address infiltration/inflow in your collection system?	
	<div>1. Flow Monitoring 2. Manhole Inspections 3. Manhole Rehabilitation 4. Working with MMSD on CMOM and the 2020 facilities plan.</div>	

Total Points Generated	480
Score (100 - Total Points Generated)	0
Section Grade	F

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

Last Updated:

Reporting Year: 2010

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	F	0.0	3	0
TOTALS			4	4
GRADE POINT AVERAGE(GPA)=				

Notes:

- A = Voluntary Range
- B = Voluntary Range
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee, City

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Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=F	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. =	

PW FILE NUMBER: 110183

[illegible]



Legislation Details (With Text)

File #: 110110 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/3/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution authorizing the Commissioner of Public Works to enter into an Out-of-Program Agreement with Westlawn Renaissance LLC for the reconstruction of city infrastructures within the Westlawn Subdivision.

Sponsors: ALD. BAUMAN

Indexes: AGREEMENTS

Attachments: Proposed Substitute A, Updated HACM Westlawn Agreement with DPW, HACM Westlawn Agreement with DPW, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/3/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/11/2011	0	PUBLIC WORKS COMMITTEE	RECOMMENDED FOR ADOPTION	Pass	4:0
5/24/2011	0	COMMON COUNCIL	REFERRED TO	Pass	13:0
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

NUMBER
110110
VERSION
ORIGINAL
REFERENCE

SPONSOR
Ald. Bauman
TITLE

Resolution authorizing the Commissioner of Public Works to enter into an Out-of-Program Agreement with Westlawn Renaissance LLC for the reconstruction of city infrastructures within the Westlawn Subdivision.

ANALYSIS

This resolution authorizes the Commissioner of Public Works to execute an Out-of-Program Agreement on behalf of the City of Milwaukee between Westlawn Renaissance LLC and the City of Milwaukee. This agreement pertains to the public improvement project within the west lawn subdivision.

BODY

Whereas, the Developer is the owner of approximately 3.4 acres located at 1436 East North Avenue, Milwaukee, Wisconsin (the "Property"). This Property is more particularly described by Exhibit "A"; and

Whereas, the Developer has requested an agreement that provides for installation of public improvements to serve a residence hall and retail development planned for the site, said improvements to be known as Cambridge Commons; and

Whereas, the Project will consist of approximately 188 residential living units and related facilities and retail space; and

Whereas, the public improvements for the Development could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated; and

Whereas, Cambridge Avenue must be widened and altered to accommodate the development; and

Whereas, the Developer has requested that the design and construction of the improvements be completed by the Developer because of time constraints to meet the fall 2010 student semester; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Out-of-Program Agreement attached to this file is hereby approved and the proper City officers are hereby authorized to execute said agreement on behalf of the City; and, be it

Further Resolved, That the Commissioner of Public Works is authorized to accept funds from the UWM Real Estate Foundation, Inc. as outlined in the Out-of-Program Agreement for the purpose of preparing or reviewing design engineering plans and for the purpose of inspecting construction of the public improvements; and, be it

Further Resolved, that the Commissioner is authorized to make minor, non-substantive changes to the Out-of-Program Agreement prior to its execution.

Drafter

DPW-ADM

GK:mra

September 25, 2009

Cambridge Commons Res

..NUMBER
110110
..VERSION
Proposed Substitute A
..REFERENCE

..SPONSOR
Ald. Bauman

..TITLE
Substitute resolution authorizing the Commissioner of Public Works to enter into an Out-of-Program Agreement with Westlawn Renaissance LLC for the reconstruction of city infrastructures within the Westlawn Subdivision.

..ANALYSIS
This resolution authorizes the Commissioner of Public Works to execute an Out-of-Program Agreement on behalf of the City of Milwaukee between Westlawn Renaissance LLC (Developer) and the City of Milwaukee. This agreement pertains to the public improvement project within the Westlawn Subdivision.

..BODY
WHEREAS, The Developer is the owner of approximately 36 acres located on the south side of West Silver Spring Drive between North 60th Street and North 64th Street, Milwaukee, Wisconsin (the "Property"). This Property is more particularly described by Exhibit "A"; and

WHEREAS, The Developer has requested an agreement that provides for installation of public improvements to serve apartments, single family homes, and retail development planned for the Property, said improvements to be known as Westlawn East; and

WHEREAS, The Project will consist of approximately 345 residential living units and related facilities and retail space; and

WHEREAS, The public improvements for the development could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated; and

WHEREAS, Interior streets and improvements must be reconstructed to accommodate the development; and

WHEREAS, The Developer has requested that the design and construction of the improvements be completed by the Developer because of time constraints to meet the fall 2011 construction schedule now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Out-of-Program Agreement attached to this file is hereby approved and the proper City officers are hereby authorized to execute said agreement on behalf of the City; and, be it

Further Resolved, That the Commissioner of Public Works is authorized to accept funds from the Developer as outlined in the Out-of-Program Agreement for the purpose of preparing or reviewing design engineering plans and for the purpose of inspecting construction of the public improvements; and, be it

Further Resolved, that the Commissioner is authorized to make minor changes to the Out-of-Program Agreement prior to its execution.

..DFTR
DPW-ADM
GK:mra
May 25, 2011
Westlawn Res

THIS AGREEMENT, By and between Westlawn Renaissance LLC, hereinafter known as "WR" or "the Developer", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

WHEREAS, the Developer is the owner of approximately 36 acres located on the south side of West Silver Spring Drive between North 60th Street and North 64th Street, Milwaukee, Wisconsin (the "Property"). This Property is more particularly described by Exhibit "A"; and

WHEREAS, the Developer has requested an agreement that provides for installation of public improvements to serve apartments, single family homes, and retail development planned for the Property, a housing development to be known as Westlawn East; and

WHEREAS, the development will consist of approximately 345 residential living units and related facilities and retail space; and

WHEREAS, the public improvements for the Property could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully stated hereinafter; and

WHEREAS, interior streets and improvements must be reconstructed to accommodate the development; and

WHEREAS, the Developer has requested that the design and construction of the improvements be completed by the Developer because of time constraints to meet the fall 2011 construction schedule.

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable consideration;

IT IS AGREED, By and between the parties hereto that:

1. Funding Obligation

WR agrees to provide all funds necessary for design and construction of the public improvements, (including but not limited to Paving, Sewer, Water mains and laterals, trees, lights, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Improvements

WR shall let and administer one or more design contracts for the sewer, water, and paving infrastructure required to serve the Property. Plans shall be prepared to City specifications and approval by the Commissioner of all such plans shall be required prior to commencement of any improvement work. All City costs associated with review of plans prepared by others shall be WR's responsibility. To expedite the City's review, WR shall provide plans approved by the City Engineer, of site grades established as part of the Storm Water Management Plan.

3. Construction Option

WR and the Commissioner of Public Works, mutually agree that WR will let and administer construction contracts for all of the public improvements covered by this Agreement and City shall perform its normal inspections during the course of construction. In addition, WR agrees to comply with and administer on behalf

of the City, all applicable City rules and requirements pertaining to but not limited to Emerging Business Enterprises and prevailing wages.

WR shall not authorize any changes in improvement plans without the prior approval of the Commissioner of Public Works. All payments to contractors must be pre-approved by the Commissioner.

4. Site Grading

WR agrees to pre-grade the subdivision area including proposed public street rights-of-way. (Grading plans shall be reviewed and approved by the Commissioner of Public Works. The grading plan must be approved prior to design engineering of the public improvements. Grading shall be within three (3) inches of the roadway sub-grade as established in the paving plans.) Grading shall match design grades at the right-of-way line. Material in any fill areas shall be placed in accord with Section 401.5 of the City of Milwaukee Department of Public Works' Street Construction Specifications dated July 1, 1992. WR is responsible for obtaining any and all permits required to undertake grading activities.

5. Subdivision

WR agrees to submit a final subdivision map for the site and to develop the site in accord with the subdivision map as approved.

6. Water Improvements

Water main will be installed in street rights-of-way, to serve the subdivision. Per Paragraph 2, plans for water main

improvements shall be prepared by the WR. The estimated costs to construct and inspect the water improvements are as follows:

Inspection & related activities	\$73,000
Water fittings & materials	\$49,000

If WR lets the contract for the water improvements, WR shall provide the required water fittings. If the City lets the contract, the City shall provide the fittings. WR is responsible for obtaining the required State of Wisconsin Department of Natural Resources Water Main Installation permit. The City will provide the flow test information required as part of the permit application. The City shall perform the Safe Water test, and pressure testing the new main and developing as-built drawings and records.

7. Sewer Improvements

Storm and sanitary sewers will be installed in the subdivision's street rights-of-way. Per Paragraph 2, plans for storm and sanitary sewers shall be prepared by WR. The estimated cost for the City's review of these plans is \$_____. The estimated costs to construct and inspect the sewer improvements are as follows:

Inspection (Including as-built)	\$_____
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Review and approval of the sewer plans by the Milwaukee Metropolitan Sewerage District is required.

8. Paving Improvements

Modified Urban cross-section streets shall be constructed throughout the subdivision as shown on the attached plans (Exhibit "A"). Modified Urban cross-section streets include a base course and concrete, pavement concrete curb and gutter,

concrete sidewalk and bio-swales.

Per paragraph 2 above, plans for paving improvements shall be prepared by WR. The estimated costs to construct and inspect the paving improvements are as follows:

Inspection \$_____

9. Utility Laterals

Sanitary sewer and water laterals will be installed for each lot/unit. These shall be installed by WR under permit from the City's Department of Neighborhood Services. The Neighborhood Services Department would inspect the work. The cost of laterals shall be borne by WR.

10. Street Lights

The subdivision will have public street lights that will be designed and installed by city forces. WR agrees to fund all cost related to the finishing and installation of such. Estimated cost of Engineering is \$50,000 and Labor and Material cost is \$582,200.

11. Street Trees

Street trees will be WR plants as shown on plans.

Estimated cost \$_____

12. Storm Water Management Plan

A Storm Water Management Plan for the project must be submitted for review and approval by the City Engineer. Any storm water management improvements required in conjunction with the subdivision shall be constructed by WR. To ensure completion of the storm water facilities, a Letter of Commitment

(LOC) from WR must be submitted in the amount of the total construction cost of all City infrastructure \$_____ or in the amount of the actual improvement cost as evidenced by a construction contract. Ownership and maintenance of the storm water management improvements shall be the responsibility of WR or of any subsequent Homeowner's Association. This shall include the maintenance of bio-swales in the public right-of-way (ROW).

13. City Communication Facilities

WR is responsible for funding, designing and installation of the City Communication conduit as approved by the City.

14. Other Improvements

WR agrees that any utility and access improvements necessary to serve the site in addition to those listed above shall be its responsibility and shall be undertaken by WR at its sole expense. WR further agrees that the City shall review and approve plans for any work to occur in the public ROW. Permits necessary for any such work shall be obtained by WR or other responsible parties.

15. Easements

WR agrees to provide, where necessary and at no cost to the City, all easements and other property rights required to construct, operate and maintain the public improvements described herein. All on-site easement areas are to be pre-graded by WR prior to the construction of public improvements therein. It shall be WR's responsibility to obtain any permits and/or easements or other property rights necessary for the

operation and maintenance of the storm water management system and outlets, as approved.

16. Private Utilities

WR shall be responsible for coordinating the installation of all private utility lines necessary to provide telephone communications, electrical, and gas services to the development.

17. Design Engineering Deposit

WR has previously deposited all necessary funding for review a total of \$85,000 with the City to cover the estimated cost of reviewing the plans prepared by WR's consultant. Design work must reflect, and be consistent with, the final subdivision map as well as the approved Storm Water Management Plan and associated grading plan.

18. Funding Guarantee for Construction

WR shall submit a LOC or other funding guarantee, satisfactory in format to the City Attorney, in an amount equal to the estimated construction contract cost of \$2,230,610 for the public infrastructure improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let. At the request of WR, the actual contract amount for the various improvements may be substituted for the estimated costs. In addition, the amount of the LOC may be reduced periodically to reflect payments made to contractors. Any such reductions shall be approved by the Commissioner of Public Works.

19. Inspections

Both parties agree that all materials furnished and all work performed hereunder shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by City being established as the wages of the person or persons engaged in such work plus all costs of overhead.

20. Ownership of Public Improvements

It is understood and agreed by both parties hereto that, upon completion of the public improvements, title to all public facilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of operation and maintenance in accordance with the standard practice.

21. Building Permits

It is understood and agreed by both parties hereto that building permits for any homes to be constructed in the subdivision shall not be issued until (1) the required Storm Water Management Plan has been approved, (2) WR has provided the City with design review funds, a funding guarantee, and a deposit for City Force Work, (3) all required approvals for any sewer improvements have been granted by the appropriate agencies, (4) the subdivision for the project has been approved and recorded, and (5) all easements required to construct and

maintain underground improvements have been provided to the City.

22. Occupancy Permits

It is understood and agreed by both parties hereto that occupancy permits for any structure in the subdivision shall not be issued until all planned public improvements have been sufficiently completed so essential public utility services and traffic access are provided to the structure.

23. Prevailing Wages

WR shall comply with the prevailing wages requirements set forth on the exhibit attached hereto.

24. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedure unless such work is to be undertaken by City Forces or by WR per Paragraph 3. It is further understood and agreed that this Agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon WR, its lessees, successors and assigns, and upon the City, its successors and assigns.

WESTLAWN RENAISSANCE LLC

IN WITNESS WHEREOF, WR has caused this document to be signed and sealed this ____ day of _____, 2011.

In Presence Of:

WESTLAWN RENAISSANCE LLC

By: Westlawn Development LLC, its Manager

By: Housing Authority of the City of Milwaukee,
its Manager

By: _____
Antonio M. Perez, Secretary-Executive Director

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2011, who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public, State of Wisconsin
My Commission expires: _____

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this ____ day of _____, 2011.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me
known to be the person who executed the foregoing instrument and to me known to
be such Mayor of said municipal corporation, and acknowledged that he executed
the foregoing instrument as such officer as the deed of said municipal corporation,
its authority, and pursuant to Resolution File No. _____, adopted
_____, 2011.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, Ronald Leonhardt, City Clerk of the above-named municipal corporation, to
me known to be the person who executed the foregoing instrument and to me known
to be such City Clerk of said municipal corporation, and acknowledged that he
executed the foregoing instrument as such officer as the deed of said municipal
corporation, its authority, and pursuant to Resolution File No. _____, adopted
_____, 2011.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2011,
W. Martin Morics, City Comptroller of the City of Milwaukee, a municipal corporation,
to me known to be the person who executed the foregoing instrument and to me
known to be such City Comptroller of said municipal corporation, and acknowledged
that he executed the foregoing instrument as such officer as the deed of said
municipal corporation, its authority, and pursuant to Resolution File No. _____,
adopted _____, 2011.

Notary Public, State of Wisconsin
My Commission expires: _____

Approved as to form, content and execution
this ____ day of _____, 2011.

John J. Heinen
Assistant City Attorney

1047-2010-3410/169176

THIS AGREEMENT, By and between Westlawn Renaissance LLC, hereinafter known as "WR", and the City of Milwaukee, a municipal corporation, hereinafter known as "City";

WITNESSETH:

WHEREAS, the Developer is the owner of approximately 36 acres located on the south side of West Silver Spring Drive between North 60th Street and North 64th Street, Milwaukee, Wisconsin (the "Property"). This Property is more particularly described by Exhibit "A"; and

WHEREAS, the Developer has requested an agreement that provides for installation of public improvements to serve apartments, single family homes, and retail development planned for the Property, said improvements to be known as Westlawn East; and

WHEREAS, the Project will consist of approximately 345 residential living units and related facilities and retail space; and

WHEREAS, the public improvements for the Development could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated; and

WHEREAS, interior streets and improvements must be reconstructed to accommodate the development; and

WHEREAS, the Developer has requested that the design and construction of the improvements be completed by the Developer because of time constraints to meet the fall 2011 construction schedule, and

WHEREAS, The public improvements for this subdivision could be installed under the terms of an out-of-program agreement upon condition that title to such facilities shall vest in the City of Milwaukee subject to conditions more fully hereinafter stated.

NOW, THEREFORE, In consideration of these premises and the mutual benefits herein accruing and for other good and valuable considerations,

IT IS AGREED, By and between the parties hereto that:

1. Funding Obligation

WR agrees to provide all funds necessary for design and construction of the public improvements, (including but limited to Paving, Sewer, Water mains and laterals, trees, lights, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project.

2. Developer to Design Public Improvements

WR shall let and administer one or more design contracts for the sewer, water, and paving infrastructure required to serve the Subdivision. Plans shall be prepared to City specifications and approval by the Commissioner of all such plans shall be required prior to commencement of any improvement work. All City costs associated with review of plans prepared by others shall be WR's responsibility. To expedite the City's review, WR shall provide plans for the public improvements as follows:

- a. All plans shall be submitted upon approval by the City Engineer of site grades established as part of the Storm Water Management Plan.

3. Construction Option

WR and the Commissioner of Public Works, mutually agree that WR will let and administer construction contracts for all of the public improvements covered by this Agreement and City shall perform its normal inspections during the course of construction. In addition, WR agrees to comply with and administer on behalf of the City, all applicable City rules and requirements pertaining to but not limited to Emerging Business Enterprise, RPP in the construction contracts, and prevailing wages.

WR shall not authorize any changes in improvement plans without the prior approval of the Commissioner of Public Works. All payments to contractors must be pre-approved by the Commissioner.

4. Site Grading

WR agrees to pre-grade the subdivision area including proposed public street rights-of-way. (Grading plans shall be reviewed and approved by the Commissioner of Public Works. The grading plan must be approved prior to design engineering of the public improvements. Grading shall be to within three (3) inches of the roadway sub-grade as established in the paving plans.) Grading shall match design grades at the right-of-way line. Material in any fill areas shall be placed in accord with Section 401.5 of the

City of Milwaukee Department of Public Works' Street Construction Specifications dated July 1, 1992. WR is responsible for obtaining any and all permits required to undertake grading activities.

5. Subdivision

WR agrees to submit a final subdivision map for the site and to develop the site in accord with the subdivision map as approved.

6. Water Improvements

Water main will be installed in street rights-of-way, to serve the subdivision. Per paragraph 2, plans for water main improvements shall be prepared by the WR. The estimated costs to construct and inspect the water improvements are as follows:

Inspection & related activities	\$73,000
Water fittings & materials	\$49,000

If WR lets the contract for the water improvements, WR shall provide the required water fittings. If the City lets the contract, the City shall provide the fittings. WR is responsible for obtaining the required State of Wisconsin Department of Natural Resources Water Main Installation permit. The City will provide the flow test information required as part of the permit application. The City shall perform the Safe Water test, and pressure testing the new main and developing as-built drawings and records.

7. Sewer Improvements

Storm and sanitary sewers will be installed in the

subdivision's street rights-of-way. Per paragraph 2, plans for storm and sanitary sewers shall be prepared by WR. The estimated cost for the City's review of these plans is \$ Amount. The estimated costs to construct and inspect the sewer improvements are as follows:

Inspection (Including as built)	\$ Amount
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Review and approval of the sewer plans by the Milwaukee Metropolitan Sewerage District is required.

8. Paving Improvements

Modified Urban cross-section streets shall be constructed throughout the subdivision as shown on plans (Exhibit "A"). Modified Urban cross-section streets include a base course and concrete, pavement concrete curb and gutter, concrete sidewalk and bio swales.

Per paragraph 2 above, plans for paving improvements shall be prepared by WR. The estimated costs to construct and inspect the paving improvements are as follows:

Inspection	\$ Amount
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9. Utility Laterals

Sanitary sewer and water laterals will be installed for each lot/unit. These shall be installed by WR under permit from the City's Department of Neighborhood Services. The Neighborhood Services Department would inspect the work. The cost of laterals shall be borne on WR.

10. Street Lights

The subdivision will have public street lights and will be designed and installed by city forces. WR agrees to fund all cost related to the finishing and installation of such.

11. Street Trees

Street trees will be WR plants/as shown on plans.

12. Storm Water Management Plan

A Storm Water Management Plan for the project must be submitted for review and approval by the City Engineer. Any storm water management improvements required in conjunction with the subdivision shall be constructed by WR. To ensure completion of the storm water facilities, a letter of commitment from WR must be submitted in this amount or in the amount of the actual improvement cost as evidenced by a construction contract. Ownership and maintenance of the storm water management improvements shall be the responsibility of WR or of any subsequent Homeowner's Association. This shall include the maintenance of Bio-swales in the R.O.W.

13. City Communication facilities –WR is responsible for funding, designing and installation of the conduit as approved by the City.

14. Other Improvements

WR agrees that any utility and access improvements necessary to serve the site in addition to those listed above shall be its responsibility and shall be undertaken by WR at

its sole expense. WR further agrees that the City shall review and approve plans for any work to occur in the public right-of-way. Permits necessary for any such work shall be obtained by WR or other responsible parties.

15. Easements

WR agrees to provide, where necessary and at no cost to the City, all easements and other property rights required to construct, operate and maintain the public improvements described herein. All on-site easement areas are to be pre-graded by WR prior to the construction of public improvements therein. It shall be WR's responsibility to obtain any permits and/or easements or other property rights necessary for the operation and maintenance of the storm water management system and outlets, as approved.

16. Private Utilities

WR shall be responsible for coordinating the installation of all private utility lines necessary to provide telephone communications, electrical, and gas services to the development.

17. Design Engineering Deposit

WR has previously deposited all necessary funding for review shall deposit a total \$85,000 with the City to cover the estimated cost of reviewing the plans prepared by WR's consultant. Design work must reflect, and be consistent with, the final subdivision map as well as the approved Storm Water Management Plan and associated grading plan.

18. Funding Guarantee for Construction

The WR shall submit a letter of commitment or other funding guarantee, satisfactory in format to the City Attorney, in an amount equal to the estimated construction contract cost \$2,230,610 for the public infrastructure improvements described herein prior to the award of any public improvement contracts, whether privately or publicly let. At the request of WR, the actual contract amount for the various improvements may be substituted for the estimated costs. In addition, the amount of the LOC may be reduced periodically to reflect payments made to contractors. Any such reductions shall be approved by the Commissioner of Public Works.

19. Inspections

Both parties agree that all materials furnished and all work performed hereunder shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by City being established as the wages of the person or persons engaged in such work plus all costs of overhead.

20. Ownership of Public Improvements

It is understood and agreed by both parties hereto that upon completion of the public improvements, title to all public facilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of operation and maintenance in accordance with the standard practice.

21. Building Permits

It is understood and agreed by both parties hereto that building permits for any homes to be constructed in the subdivision shall not be issued until (1) the required Storm Water Management Plan has been approved, (2) WR has provided the City with design review funds, a funding guarantee, and a deposit for City Force Work, (3) all required approvals for any sewer improvements have been granted by the appropriate agencies, (4) the subdivision for the project has been approved and recorded, and (5) all easements required to construct and maintain underground improvements have been provided to the City.

22. Occupancy Permits

It is understood and agreed by both parties hereto that occupancy permits for any structure in the subdivision shall not be issued until all planned public improvements have been sufficiently completed so essential public utility services and traffic access are provided to the structure.

23. Prevailing Wages

WR shall comply with the prevailing wages requirements set forth on the exhibit attached hereto.

24. City Ordinances and Regulations

City warrants that all work shall be undertaken in accord with City standard and customary public works contracting procedure unless such work is to be undertaken by City Forces or by WR per paragraph 3. It is further understood and agreed that this Agreement is subject to all City ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon WR, its lessees, successors and assigns, and upon the City, its successors and assigns.

WESTLAWN RENAISSANCE LLC

IN WITNESS WHEREOF, WR has caused this document to be
signed and sealed this ____ day of _____, 2011.

Westlawn Renaissance LLC

In Presence Of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____,
2011, who executed the foregoing instrument, and acknowledged that they
executed the same.

Notary Public, State of Wisconsin

My Commission expires: _____

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this ____ day of _____, 2011.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2011, Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, its authority, and pursuant to Resolution File No. _____, adopted _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, Ronald Leonhardt, City Clerk of the above-named municipal corporation,
to me known to be the person who executed the foregoing instrument and to me
known to be such City Clerk of said municipal corporation, and acknowledged
that he executed the foregoing instrument as such officer as the deed of said
municipal corporation, its authority, and pursuant to Resolution File No.
_____, adopted _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____,
2011, W. Martin Morics, City Comptroller of the City of Milwaukee, a municipal
corporation, to me known to be the person who executed the foregoing instrument
and to me known to be such City Comptroller of said municipal corporation, and
acknowledged that he executed the foregoing instrument as such officer as the
deed of said municipal corporation, its authority, and pursuant to Resolution File
No. _____, adopted _____, 2011.

Notary Public, State of Wisconsin

My Commission expires: _____

PW FILE NUMBER: 110110

[illegible]



Legislation Details (With Text)

File #: 110133 **Version:** 0

Type: Resolution **Status:** In Committee

File created: 5/24/2011 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Department of Transportation for the programming of a project known as Milwaukee Smart Trips, Pilot Target Marketing Program with total project costs of \$341,559 with a Grantor share of \$273,247 and a City share of \$68,312.

Sponsors: THE CHAIR

Indexes: AGREEMENTS, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachments: Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110133

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Locally Let Congestion Mitigation and Air Quality Project" with the Department of Transportation for the programming of a project known as Milwaukee Smart Trips, Pilot Target Marketing Program with total project costs of \$341,559 with a Grantor share of \$273,247 and a City share of \$68,312.

Analysis

This resolution directs the Commissioner of Public Works to execute the Project Agreement with the Wisconsin Department of Transportation for the programming of the Milwaukee Smart Trips, Pilot Target Marketing Program which will be funded 80 percent by Federal and/or State participation and 20 percent by City funds with total project costs of \$341,559 with a Grantor share of \$273,247 and a City share of \$68,312.

Body

Whereas, The City of Milwaukee has actively promoted the expansion of bicycle and pedestrian facilities; and

Whereas, Congestion Mitigation and Air Quality (CMAQ) Funds will fund the federal portion of the project; and

Whereas, The Common Council adopted Resolution No. 081591 on April 14, 2009 authorizing the City Engineer to apply for CMAQ grants, and

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

Whereas, The Bicycle Federation of Wisconsin will administer the program and fund the local share of the grant; 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 (DPW) approval; and

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized and directed to execute the Project Agreement for the programming of the Milwaukee Smart Trips, Pilot Target Marketing Program, a copy of which is attached to Common Council Resolution File Number _____ and is incorporated in this resolution by reference as though set forth in full; and, be it

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

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Grant and Aid Projects Funds the appropriate Project/Grant Chartfield Value for Preliminary Engineering for this project; and transfer to these accounts the amount required under the grant agreement and City accounting policy, but not to exceed a ten percent increase of the total amounts approved for the project or \$5,000, whichever is greater, but limited to \$150,000 as follows:

Milwaukee Smart Trips, Pilot Target Marketing Program
Project I.D. 1693-35-01

Local Share (Bicycle Federation of Wisconsin)
Fund Number 0333
Project Grant Number ST320110000
\$68,312

Grantor Reimbursable Share
Fund Number 0306
Project Grant Number SP032110100
\$273,247

Previously authorized for preliminary engineering: \$0
Current estimated cost of total project including this resolution: \$341,559
Original estimated cost of total project: \$341,559

; and, be it

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

Requestor

Department of Public works

Drafter

Infrastructure Services Division

MDL: ns

May 4, 2011

Milwaukee Smart Trips, Pilot Target Marketing Program



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

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

Date: **May 24 2011**

I.D.: **1693-35-01**

Project Title: **Milwaukee Smart Trips, Pilot
Targeted Marketing Program**

Location/Limits (as applicable): **N/A**

County: **Milwaukee County**

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

Counties Served: **Milwaukee County**

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee County**

MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Targeted marketing program aimed at reducing drive-alone trips, increasing biking, walking, transit, carpooling, and car-share trips, reducing congestion, increasing health and safety, improving air quality and promoting local business,

Need for or Benefits of Project – summarize reasons for request: Nearly 50% of all trips in metropolitan areas are three miles or less, and 28% are one mile or less, however; 65% of trips under one mile are made by automobile. This program gives residents the tools to make more informed choices. Potentially 2,563,048 reduced vehicle miles traveled will be achieved by this program.

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

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

The subject project is funded with 80% federal funding up to a maximum of \$273,247 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining **20%** and all funds in excess of the \$273,247 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-01					
Design	\$337,320	\$269,856	80%*	\$67,464	20%*
Design Review #	\$4,239	\$3,391	80%*	\$848	20%*
ID XXXX-XX-XX					
Participating Construction			80%*		20%*
Participating Construction Review #			80%*		20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$341,559	\$273,247	MAX	\$68,312	N/A

*This project has a CMAQ federal funding maximum of \$273,247. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name Title Date

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The project, in accordance with its scope, *must employ the services of a registered professional engineer, architect or landscape architect*, to be responsible for design and construction engineering and related activities.
12. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
13. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
14. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
15. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
16. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
17. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
18. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
19. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
20. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
 - b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the

expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

21. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
22. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
23. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
24. It is further agreed by the Project Sponsor that:
 - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
25. The project must be authorized for construction within three years from the date of approval of the State/Municipal Agreement by the State. Extensions are available upon the State's approval of a written request made by the Project Sponsor. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

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

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

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

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

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

PROJECT FUNDING CONDITIONS

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

ID 1693-35-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding

cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

- a. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$273,247 is cumulative for all federal funded project phases.

[End of Document]

Capital Grant Resolution Certification from the
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. 110133 for Milwaukee Smart Trips, Pilot Target Marketing Program (City Share \$68,312 Grantor Share \$273,247) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wisniewski

Date: 5-16-11

PW FILE NUMBER: 110133

[illegible]



Legislation Details (With Text)

File #:	110134	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Layton Boulevard Streetscaping Enhancement with preliminary engineering costs of \$204,926 with a Grantor share of \$163,941 and a City share of \$40,985.		
Sponsors:	THE CHAIR		
Indexes:	AGREEMENTS, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION		
Attachments:	Comptroller's Certificate, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
110134
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Layton Boulevard Streetscaping Enhancement with preliminary engineering costs of \$204,926 with a Grantor share of \$163,941 and a City share of \$40,985.

Analysis

This resolution directs the Commissioner of Public Works to execute the Project Agreement with the Wisconsin Department of Transportation for the programming of the Layton Boulevard Streetscaping Enhancement which will be funded 80 percent by Federal and/or State participation and 20 percent by City funds with preliminary engineering costs of \$204,926 with a Grantor share of \$163,941 and a City share of \$40,985 and with total project costs of \$1,347,626 with a Grantor share of \$1,078,101 and a City share of \$269,525.

Body

Whereas, The City of Milwaukee has actively promoted the expansion of bicycle and pedestrian facilities; and

Whereas, Transportation Enhancements (TE) Funds will fund the federal portion of the project; and

Whereas, The Common Council adopted Resolution No. 100318 on July 27, 2010 authorizing the City Engineer to apply for TE grants; and

Whereas, The Wisconsin Department of Transportation (WISDOT) has submitted a Project Agreement to be executed by

the City of Milwaukee for the programming of the project; and

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized and directed to execute the Project Agreement for the programming of the Beer Line Bicycle Trail Extension, a copy of which is attached to Common Council Resolution File Number 110134 and is incorporated in this resolution by reference as though set forth in full; and, be it

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

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Grant and Aid Projects Funds the appropriate Project/Grant Chartfield Value for Preliminary Engineering for this project; and transfer to these accounts the amount required under the grant agreement and City accounting policy, but not to exceed a ten percent increase of the total amounts approved for the project or \$5,000, whichever is greater, but limited to \$150,000 as follows:

Layton Boulevard Streetscaping Enhancement
Preliminary Engineering
Project I.D. 2265-00-03

Local Share
Fund Number 0333
Project Grant Number ST320110000
\$40,985

Grantor Reimbursable Share
Fund Number 0306
Project Grant Number SP032110100
\$135,200

Grantor Share (Non-Reimbursable) \$28,741
Previously authorized for preliminary engineering: \$0
Current estimated cost of total project including this resolution: \$1,347,626
Original estimated cost of total project: \$1,347,626


; and, be it

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

Requestor
Department of Public works

Drafter
Infrastructure Services Division
MDL: ns
May 4, 2011
Layton Boulevard Streetscaping Enhancement

TE Local Let Template

 <p>STATE/MUNICIPAL AGREEMENT FOR A LOCAL LET TRANSPORTATION ENHANCEMENTS PROJECT</p> <p>Program Name: Transportation Enhancements (TE) Sub-program #: 214</p>	<p>Date: 3/28/11 I.D.: 2265-00-03/73/93 Project Title: Layton Blvd Streetscaping Enhancement Location/Limits :W Oklahoma Ave to National Ave County: Milwaukee Project Length: 2.35 miles Project Sponsor: City of Milwaukee MPO Area: SEWRPC</p>
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The signatory, City of Milwaukee, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.026(1) authorizes the State to administer a program to award grants of assistance to any political subdivision or state agency for transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: The proposed improvements include installing harp lights, Milwaukee lanterns and constructing colored concrete crosswalks at the major intersections. Other street amenities to improve the pedestrian experience will include decorative trash containers and planters. This project falls under the TE category of landscaping and other scenic beautification.

Need for or Benefits of Project – summarize reasons for request: There has been recent significant public and private investment in the area. A pedestrian improvement project in this area will act as a catalyst, stimulating pedestrian usage of South Layton Boulevard, to link residents with these growing commercial districts. Improving pedestrian safety and enhancing the pedestrian experience with amenities, improved lighting, and more inviting bus shelters will not only increase pedestrian use of the immediate area, but will increase transit use.

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

TE Local Let Template

The Project Sponsor agrees to the following Calendar Year 2010 [FY 2011-2014] Transportation Enhancements (TE) Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$1,078,101 for all federally-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$1,078,101 federal funding maximum, in accordance with TE program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or project ID is authorized and available for charging.

This project is subject to a DBE goal assessment of 10% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

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

ID 2265-00-03					
Design	\$169,000	\$135,200	80%*	\$33,800	20%*
Design Review #	\$35,926	\$28,741	80%*	\$7,185	20%*
ID 2265-00-73					
Participating Construction	\$781,000	\$624,800	80%*	\$156,200	20%*
Participating Construction Review #	\$8,190	\$6,552	80%*	\$1,638	20%*
Non-Participating Construction			0%		100%
ID 2265-00-93					
LFA Construction	\$350,000	\$280,000	80%	\$70,000	20%
LFA Construction Review #	\$3,510	\$2,808	80%	\$702	20%
Total Est. Cost Distribution	\$1,347,626	\$1,078,101	MAX	\$269,525	N/A

*This project has a Transportation Enhancements federal funding maximum of \$1,078,101. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 1 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State-Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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TE Local Let Template

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

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Enhancements Program, including but not limited to 23 U.S.C. 133 and Wis. Stat. 85.026.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.
5. The project is one of the transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

TE Local Let Template

STATE RESPONSIBILITIES AND REQUIREMENTS:

6. Funding of the project is subject to inclusion in Wisconsin's approved Transportation Enhancements program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. Management Consultant and State Review Services.
7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the subject Transportation Enhancements project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.

TE Local Let Template

- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. This project is subject to a DBE goal assessment of 10% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement.
19. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.

TE Local Let Template

20. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
 - b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

TE Local Let Template

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

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

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

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

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under

TE Local Let Template

and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or

TE Local Let Template

have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

31. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
32. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. The Project Sponsor agrees to the following Calendar Year 2010 [FY 2011-2014] Transportation Enhancements program project funding conditions:
 - a. ID 2265-00-03: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. **ID 2265-00-73: Costs for primary construction and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.**
 - c. **ID 2265-00-93: Costs for LFA construction and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project funding cap.**
 - d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of Transportation Enhancements program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$1,078,101 is cumulative for all federal funded project phases.

[End of Document]

Capital Grant Resolution Certification from the
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. 110134 for the preliminary engineering cost of Layton Boulevard Streetscaping Enhancement (City Share \$40,985 Grantor Share \$163,941) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wisniewski

Date: 5-14-11

PW FILE NUMBER: 110134

[illegible]



Legislation Details (With Text)

File #:	110135	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Beer Line Bicycle Trail Extension with preliminary engineering costs of \$166,600 with a Grantor share of \$133,280 and a City share of \$33,320.		
Sponsors:	THE CHAIR		
Indexes:	AGREEMENTS, STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION		
Attachments:	Comptroller's Certificate, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

110135

Version

ORIGINAL

Reference

Sponsor

THE CHAIR

Title

Resolution directing the Commissioner of Public Works to execute a document titled "State/Municipal Agreement for a Local Let Transportation Enhancements Project" with the Department of Transportation for the programming of a project known as Beer Line Bicycle Trail Extension with preliminary engineering costs of \$166,600 with a Grantor share of \$133,280 and a City share of \$33,320.

Analysis

This resolution directs the Commissioner of Public Works to execute the Project Agreement with the Wisconsin Department of Transportation for the programming of the Beer Line Bicycle Trail Extension which will be funded 80 percent by Federal and/or State participation and 20 percent by City funds with preliminary engineering costs of \$166,600 with a Grantor share of \$133,280 and a City share of \$33,320 and with total project costs of \$1,041,915 with a Grantor share of \$833,532 and a City share of \$208,383.

Body

Whereas, The City of Milwaukee has actively promoted the expansion of bicycle and pedestrian facilities; and

Whereas, Transportation Enhancements (TE) Funds will fund the federal portion of the project; and

Whereas, The Common Council adopted Resolution No. 100318 on July 27, 2010 authorizing the City Engineer to apply for TE grants; and

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

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is hereby authorized and directed to execute the Project Agreement for the programming of the Beer Line Bicycle Trail Extension, a copy of which is attached to Common Council Resolution File Number 110135 and is incorporated in this resolution by reference as though set forth in full; and, be it

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

Further Resolved, That the City Comptroller is hereby authorized to create within the Capital Grant and Aid Projects Funds the appropriate Project/Grant Chartfield Value for Preliminary Engineering for this project; and transfer to these accounts the amount required under the grant agreement and City accounting policy, but not to exceed a ten percent increase of the total amounts approved for the project or \$5,000, whichever is greater, but limited to \$150,000 as follows:

Beer Line Bicycle Trail Extension
Preliminary Engineering
Project I.D. 2984-34-01

Local Share
Fund Number 0333
Project Grant Number ST320110000
\$33,320

Grantor Reimbursable Share
Fund Number 0306
Project Grant Number SP032110100
\$104,000

Grantor Share (Non-Reimbursable) \$29,280
Previously authorized for preliminary engineering: \$0
Current estimated cost of total project including this resolution: \$1,041,915
Original estimated cost of total project: \$1,041,915


; and, be it

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

Requestor
Department of Public works

Drafter
Infrastructure Services Division
MDL: ns
May 4, 2011
Beer Line Bicycle Trail Extension

TE Local Let Template

	STATE/MUNICIPAL AGREEMENT FOR A LOCAL LET TRANSPORTATION ENHANCEMENTS PROJECT	Date: 3/22/11
	Program Name: Transportation Enhancements (TE) Sub-program #: 214	I.D.: 2984-34-01/21/71 Project Title: Beer Line Bicycle Trail Extension Location/Limits : N Richards St To Capitol Dr County: Milwaukee Project Length: 2.76 miles Project Sponsor: City of Milwaukee MPO Area: SEWPRC

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

Wisconsin Statute 85.026(1) authorizes the State to administer a program to award grants of assistance to any political subdivision or state agency for transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: This project involves the purchase of the former Wisconsin Southern Railroad corridor between North Richards Street and East Capitol Drive, and the construction of a 10-foot wide bicycle trail on the corridor.

Need for or Benefits of Project – summarize reasons for request: Upon completion of the County's current project between beneath the North Avenue Viaduct and East Locust Street, bicyclists can travel almost entirely off-street on the Beer Line Trail between Pleasant Street and Keefe Avenue.

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

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The Project Sponsor agrees to the following Calendar Year 2010 [FY 2011-2014] Transportation Enhancements (TE) Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$833,532 for all federally-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$833,532 federal funding maximum, in accordance with TE program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or project ID is authorized and available for charging.

The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2984-34-01					
Design	\$130,000	\$104,000	80%*	\$26,000	20%*
Design Review #	\$36,600	\$29,280	80%*	\$7,320	20%*
ID 2984-34-21					
Real Estate	\$650,000	\$520,000	80%	\$130,000	20%
Real Estate Review #	\$13,615	\$10,892	80%	\$2,723	20%
ID 2984-34-71					
Participating Construction	\$200,000	\$160,000	80%*	\$40,000	20%*
Participating Construction Review #	\$11,700	\$9,360	80%*	\$2,340	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$1,041,915	\$833,532	MAX	\$208,383	N/A

*This project has a Transportation Enhancements federal funding maximum of \$833,532. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 1 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State-Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

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

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Enhancements Program, including but not limited to 23 U.S.C. 133 and Wis. Stat. 85.026.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.
5. The project is one of the transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

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STATE RESPONSIBILITIES AND REQUIREMENTS:

6. Funding of the project is subject to inclusion in Wisconsin's approved Transportation Enhancements program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. Management Consultant and State Review Services.
7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the subject Transportation Enhancements project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.

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- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

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20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
 - b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

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- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

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

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

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

LEGAL RELATIONSHIPS:

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or

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damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

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30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

34. The Project Sponsor agrees to the following Calendar Year 2010 [FY 2011-2014] Transportation Enhancements program project funding conditions:
 - a. ID 2984-34-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 2984-34-21: Real Estate and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap.
 - c. ID 2984-34-71: Construction: Costs for construction and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of Transportation Enhancements program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$833,532 is cumulative for all federal/ earmark funded project phases.

[End of Document]

Capital Grant Resolution Certification from the
Comptroller's Office

The Comptroller's Office has reviewed Common Council Resolution File No. 110135 for the preliminary engineering cost of Beer Line Bicycle Trail Extension (City Share \$33,320 Grantor Share \$133,280) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. W. Wines

Date: 5-16-11

PW FILE NUMBER: 110135

[illegible]



Legislation Details (With Text)

File #:	110136	Version:	0
Type:	Resolution	Status:	In Committee
File created:	5/24/2011	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Resolution authorizing the Commissioner of Public Works and Comptroller to execute five Project Agreements with the Wisconsin Department of Transportation for traffic signal improvements using Congestion Mitigation/Air Quality funding for five projects in various Aldermanic Districts with a total estimated preliminary engineering cost of \$609,000, with an estimated grantor share of \$487,200, and an estimated City share of \$121,800.		
Sponsors:	THE CHAIR		
Indexes:	AGREEMENTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION		
Attachments:	Agreement 1693-35-03 93, Agreement 1693-35-06 96, Agreement 1693-35-07 97, Agreement 1693-35-08 98, Agreement 1693-35-09 99, Comptroller's Certificate, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
5/24/2011	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
110136
Version
ORIGINAL
Reference

Sponsor
THE CHAIR
Title

Resolution authorizing the Commissioner of Public Works and Comptroller to execute five Project Agreements with the Wisconsin Department of Transportation for traffic signal improvements using Congestion Mitigation/Air Quality funding for five projects in various Aldermanic Districts with a total estimated preliminary engineering cost of \$609,000, with an estimated grantor share of \$487,200, and an estimated City share of \$121,800.

Analysis

This resolution authorizes the Commissioner of Public Works and Comptroller to execute five Project Agreements with the Wisconsin Department of Transportation for the programming and construction of traffic signal improvements using Congestion Mitigation/Air Quality Project funds for projects in various Aldermanic Districts. The agreement provides 80 percent Federal/20 percent local cost sharing of the preliminary engineering and construction costs. The resolution also directs the City Comptroller to create the necessary accounts to fund the City of Milwaukee's share of preliminary engineering for these projects with a total estimated preliminary engineering cost of \$609,000, with an estimated grantor share of \$487,200, and an estimated City share of \$121,800. The total estimated cost of all five projects is \$2,203,120, with an estimated grantor share of \$1,762,496, and an estimated City share of \$440,624.

Body

Whereas, The submittal of five Congestion Mitigation/Air Quality (CMAQ) grant applications to the Wisconsin Department of Transportation (WISDOT) was approved by the Common Council under File Number 081591; and,

Whereas, Preliminary approval has been requested and received from WISDOT, along with five Project Agreements to be executed by the City of Milwaukee, for the programming and construction of five projects under the 2012-13 CMAQ; and

Whereas, The CMAQ program is intended to reduce traffic congestion and vehicle emissions; and

Whereas, WISDOT has submitted five project agreements for execution by the City of Milwaukee for the design and construction of:

Project I.D. 1693-35-03/93
Installation of Transit Priority
Express Bus/Trolley Circulator Routes
Milwaukee County

Project I.D. 1693-35-06/96
Computer Optimization of Traffic Signals
Capitol and Fond du Lac Corridors
Milwaukee County

Project I.D. 1693-35-07/97
Computer Optimization of Traffic Signals
34 Various Locations (Bay View)
Milwaukee County

Project I.D. 1693-35-08/98
Install Semi-Actuated Operation
32 Local Intersections Citywide
Milwaukee County

Project I.D. 1693-35-09/99
Install Semi-Actuated Operation
10 Connecting Highway Intersections
Milwaukee County

; and

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

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and Comptroller are authorized to execute five Project Agreements for the programming and the design/construction of aforementioned projects with Congestion Mitigation/Air Quality Project funds, copies of which are attached to and incorporated in this resolution by reference as though set forth in full; and, be it

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

Further Resolved, That 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 approved for the project or \$5,000, whichever is greater, but limited to \$150,000 as follows:

Project I.D. 1693-35-03
Installation of Transit Priority
Express Bus/Trolley Circulator Routes
Milwaukee County

Preliminary Engineering

City of Milwaukee Share
Fund Number-0333
Project/Grant Number-ST320110000
\$50,000

Grantor Reimbursable Cash
Fund Number-0306
Project/Grant Number-SP032110100
\$160,000

Grantor Share Non-Reimbursable
\$40,000

Total-\$250,000

Previously Authorized for Preliminary Engineering-\$0
Current Estimated Cost of Total Project including this Resolution-\$1,100,000
Original Estimated Cost of Total Project -\$1,100,000

Project I.D. 1693-35-06
Computer Optimization of Traffic Signals
Capitol and Fond du Lac Corridors
Milwaukee County

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320110000

\$40,200

Grantor Reimbursable Cash

Fund Number-0306

Project/Grant Number-SP032110100

\$148,800

Grantor Share Non-Reimbursable

\$12,000

Total-\$201,000

Previously Authorized for Preliminary Engineering-\$0

Current Estimated Cost of Total Project including this Resolution-\$280,410

Original Estimated Cost of Total Project-\$280,410

Project I.D. 1693-35-07

Computer Optimization of Traffic Signals

34 Various Locations (Bay View)

Milwaukee County

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320110000

\$13,800

Grantor Reimbursable Cash

Fund Number-0306

Project/Grant Number-SP032110100

\$50,400

Grantor Share Non-Reimbursable

\$4,800

Total-\$69,000

Previously Authorized for Preliminary Engineering-\$0

Current Estimated Cost of Total Project including this Resolution-\$110,710

Original Estimated Cost of Total Project-\$110,710

Project I.D. 1693-35-08

Install Semi-Actuated Operation
32 Local Intersections Citywide
Milwaukee County

Preliminary Engineering

City of Milwaukee Share
Fund Number-0333
Project/Grant Number-ST320110000
\$11,800

Grantor Reimbursable Cash
Fund Number-0306
Project/Grant Number-SP032110100
\$35,200

Grantor Share Non-Reimbursable
\$12,000

Total-\$59,000

Previously Authorized for Preliminary Engineering-\$0
Current Estimated Cost of Total Project including this Resolution-\$510,500
Original Estimated Cost of Total Project-\$510,500

Project I.D. 1693-35-09
Install Semi-Actuated Operation
10 Connecting Highway Intersections
Milwaukee County

Preliminary Engineering

City of Milwaukee Share
Fund Number-0333
Project/Grant Number-ST320110000
\$6,000

Grantor Reimbursable Cash
Fund Number-0306
Project/Grant Number-SP032110100
\$12,000

Grantor Share Non-Reimbursable
\$12,000

Total-\$30,000

Previously Authorized for Preliminary Engineering-\$0
Current Estimated Cost of Total Project including this Resolution-\$201,500

Original Estimated Cost of Total Project-\$201,500

Total City Share \$121,800

Total Grantor Share Reimbursable-\$406,400

Total Grantor Share Non-Reimbursable-\$80,800

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

RWB: ns

May 17, 2011

Five CMAQ Grant PE



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

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

Date: **April 25, 2011**
I.D.: 1693-35-03/93
Project Title: **Installation of Transit Priority
Bus/Trolley Circulator Routes**
Location/Limits (as applicable): **Express**
County: **Milwaukee**
Project Length (if applicable): **N/A**
Counties Served: Milwaukee
Project Sponsor: **City of Milwaukee**
Sponsor County: **Milwaukee**
MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Installation of detection equipment and controller improvements for the operation of transit priority at 100 signalized intersections on proposed express bus and trolley circulator routes.

Need for or Benefits of Project – summarize reasons for request: Installation of transit priority will improve the speed and efficiency of the service. The improvements will increase the number of trips on the route and reduce the number of automobile trips particularly in congested areas.

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

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

The subject project is funded with 80% federal funding up to a maximum of \$880,000 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$880,000 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-03					
Design	\$200,000	\$160,000	80%*	\$40,000	20%*
Design Review #	\$50,000	\$40,000	80%*	\$10,000	20%*
ID 1693-35-73					
Participating Construction	\$750,000	\$600,000	80%*	\$150,000	20%*
Participating Construction Review #	\$100,000	\$80,000	80%*	\$20,000	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$1,100,000	\$880,000	MAX	\$220,000	N/A

*This project has a CMAQ federal funding maximum of \$880,000. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities..
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
21. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
24. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
25. It is further agreed by the Project Sponsor that:

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

LEGAL RELATIONSHIPS:

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

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

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply

with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

33. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ program project funding conditions:
- a. ID 1693-35-03 Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 1693-35-93: Construction:
 - i. Costs for Installation of Transit Priority at 100 signalized intersections and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$880,000 is cumulative for all federal/earmark funded project phases.

[End of Document]



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

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

Date: **April 25, 2011**

I.D.: **1693-35-06/96**

Project Title: **Computer Optimization of Traffic
Signals**

Location/Limits (as applicable): **Capitol and Fond
Du Lac Corridors See pg 10**

County: **Milwaukee**

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

Counties Served: **Milwaukee**

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee**

MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Computerized signal optimization of 103 traffic signals along E/W Capitol Dr (STH 190) and W Fond Du Lac Ave (STH 145). See attached list of signals. The project will include data collection, model creation, model calibration and optimization and implementation of timing and phasing changes.

Need for or Benefits of Project – summarize reasons for request: Optimization of traffic signals will minimize vehicle emissions, and reduce fuel consumption.

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

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

The subject project is funded with 80% federal funding up to a maximum of \$224,328 for all federal state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$224,328 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-06					
Design	\$186,000	\$148,800	80%*	\$37,200	20%*
Design Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
ID 1693-35-96					
Participating Construction	\$59,000	\$47,200	80%*	\$11,800	20%*
Participating Construction Review #	\$20,410	\$16,328	80%*	\$4,082	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$280,410	\$224,328	MAX	\$56,082	N/A

*This project has a CMAQ federal funding maximum of \$224,328. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3-10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
21. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
24. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
25. It is further agreed by the Project Sponsor that:

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

LEGAL RELATIONSHIPS:

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

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

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply

with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

33. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ program project funding conditions:
- a. ID 1693-35-06: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 1693-35-96: Construction:..
 - i. Costs for Computer Optimization of 103 Traffic Signals along the Capitol Dr and W Fond Du Lac Ave Corridor and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$224,328 is cumulative for all federal funded project phases.

Capitol/Fond du Lac Computer Optimization CMAQ List				
	Street 1	Street 2	Street 1	Street 2
1	Appleton	76th	48	Fiebrantz Green Bay
2	Appleton	Capitol	49	Fond du Lac 17th
3	Appleton	Nash/Mienna	50	Fond du Lac 20th
4	Atkinson	7th	51	Fond du Lac 27th
5	Atkinson	27th	52	Fond du Lac 51st
6	Atkinson	Capitol	53	Fond du Lac 60th
7	Atkinson	Dr. MLK/Keefe	54	Fond du Lac 68th
8	Atkinson	Teutonia	55	Fond du Lac Grantosa
9	Burleigh	Fond du Lac/35th	56	Fond du Lac Hampton
10	Capitol	1st	57	Fond du Lac IH 43 NB Ramps
11	Capitol	2nd	58	Fond du Lac IH 43 SB Ramps
12	Capitol	7th	59	Fond du Lac Locust
13	Capitol	15th	60	Fond du Lac Maxwell
14	Capitol	20th	61	Fond du Lac North
15	Capitol	27th	62	Fond du Lac Oak/23rd
16	Capitol	31st	63	Fond du Lac Roosevelt
17	Capitol	34th	64	Fond du Lac Sherman
18	Capitol	35th	65	Fond du Lac Townsend
19	Capitol	51st	66	Fond du Lac Walnut
20	Capitol	56th	67	Glendale Green Bay
21	Capitol	60th	68	Grantosa 76th
22	Capitol	66th	69	Grantosa Hampton
23	Capitol	68th	70	Green Bay Hampton
24	Capitol	76th	71	Green Bay Villard
25	Capitol	84th	72	Hampton 22nd
26	Capitol	92nd	73	Hampton 32nd
27	Capitol	100th	74	Hampton 35th
28	Capitol	Dr. MLK/Green Bay	75	Hampton 37th
29	Capitol	Fond du Lac	76	Hampton 68th
30	Capitol	Holton	77	Hampton 76th
31	Capitol	Humboldt	78	Hampton 91st
32	Capitol	Lisbon	79	Hampton Hopkins
33	Capitol	Richards	80	Hampton Sherman
34	Capitol	Roosevelt	81	Hampton Teutonia
35	Capitol	Sherman	82	Hope 27th
36	Capitol	Teutonia	83	Hope 60th
37	Center	27th	84	Hope Sherman
38	Center	Fond du Lac	85	Keefe 7th
39	Concordia	Dr. MLK	86	Keefe 8th
40	Congress	60th	87	Keefe 51st
41	Congress	76th	88	Keefe Port Washington
42	Congress	92nd	89	Lisbon 92nd
43	Congress	Fond du Lac	90	Lisbon 100th
44	Congress	Sherman	91	Nash 76th
45	Cornell	Teutonia	92	North 20th
46	Dr. MLK	Port Washington	93	Roosevelt 51st
47	Ely	Fond du Lac	94	Roosevelt Sherman
95	Roosevelt	Teutonia		
96	Ruby	Teutonia		
97	Sherman	Townsend		
98	Green Bay	Silver Spring Ramp		
99	Silver Spring Ramps	Teutonia		
100	Teutonia	20th		
101	Townsend	35th		
102	Teutonia	Villard		
103	Walnut	12th		

[End of Document]



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

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

Date: **April 25, 2011**

I.D.: **1693-35-07/97**

Project Title: **Computer Optimization of Traffic
Signals**

Location/Limits (as applicable): **34 Various**

Locations See pg 10

County: **Milwaukee**

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

Counties Served: **Milwaukee**

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee**

MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Computer signal optimization at 34 traffic signals in the Bayview Neighborhood. See attached list of signals. The project will include data collection, model creation, model calibration and optimization and implementation of timing and phasing changes.

Need for or Benefits of Project – summarize reasons for request: The proposed improvements will ensure the most efficient operation of the 34 signals reducing vehicle emissions, fuel consumption, and ensure efficient flow of traffic.

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

The Project Sponsor agrees to the following Calendar Year 2009 [FY2010-2013] CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$88,568 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$88,568 federal/ funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-07					
Design	\$63,000	\$50,400	80%*	\$12,600	20%*
Design Review #	\$6,000	\$4,800	80%*	\$1,200	20%*
ID 1693-35-97					
Participating Construction	\$21,300	\$17,040	80%*	\$4,260	20%*
Participating Construction Review #	\$20,410	\$16,328	80%*	\$4,082	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$110,710	\$88,568	MAX	\$22,142	N/A

*This project has a CMAQ federal funding maximum of \$88,568. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3-10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
21. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
24. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
25. It is further agreed by the Project Sponsor that:

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

LEGAL RELATIONSHIPS:

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

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

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply

with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

33. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2013] CMAQ program project funding conditions:
- a. ID 1693-35-07: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. ID 1693-35-97: Construction:
 - i. Costs for computerized signal optimization of the 34 traffic signals in the Bayview neighborhood and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$88,568 is cumulative for all federal funded project phases.

Bay View Computer Optimization CMAQ List

	Street 1	Street 2
1	Bay	Becher/Kinnickinnic
2	Kinnickinnic	Ward
3	Howell	Kinnickinnic
4	Howell	Lincoln
5	Kinnickinnic	Lincoln
6	Dover	Kinnickinnic
7	Kinnickinnic	Logan/Russell
8	Clement	Kinnickinnic
9	Ellen	Kinnickinnic
10	Kinnickinnic	Oklahoma
11	Russell	Superior
12	Nock	Superior
13	Rusk	Superior
14	Oklahoma	Superior
15	Ellen	Oklahoma
16	Clement	Oklahoma
17	Oklahoma	Pine
18	Howell	Oklahoma
19	Chase	Oklahoma
20	Holt	Morgan/6th
21	Holt	4th
22	Holt	2nd
23	Chase	Holt
24	Howell	Morgan
25	Chase	Howell
26	Howard	6th
27	Howard	IH 94 Ramps at 5th
28	Howard	IH 94 Ramps at 3rd
29	Howard	Howell
30	Howard	Whitnall
31	Howard	Pine
32	Clement	Howard
33	Pine	Whitnall
34	Bolivar	Howell

[End of Document]



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

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

Date: **April 25, 2011**

I.D.: 1693-35-08/98

Project Title: **Install semi-actuated operation**

Location/Limits (as applicable): **32 local
intersections citywide (see pg 10)**

County: **Milwaukee**

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

Counties Served: Milwaukee County

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee County**

MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Installation of vehicle detection loops and pedestrian pushbuttons for the installation of semi-actuated operation at 32 intersections. See attached list of signal locations.

Need for or Benefits of Project – summarize reasons for request: Installing semi-actuated operation at high traffic volume intersections reduces the length of red indications allowing for less idle time which in turn will reduce vehicle emission and fuel consumption.

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

The Project Sponsor agrees to the following Calendar Year 2009 [FY2010-2013] CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$408,400 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$408,400 federal/ funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-08					
Design	\$44,000	\$35,200	80%*	\$8,800	20%*
Design Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
ID 1693-35-98					
Participating Construction	\$384,000	\$307,200	80%*	\$76,800	20%*
Participating Construction Review #	\$67,500	\$54,000	80%*	\$13,500	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$510,500	\$408,400	MAX	\$102,100	N/A

*This project has a CMAQ federal funding maximum of \$408,400. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3 – 10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name Title Date

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
21. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
24. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
25. It is further agreed by the Project Sponsor that:

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

LEGAL RELATIONSHIPS:

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

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

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply

with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

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

- a. ID 1693-35-08: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.

- b. ID 1693-35-98: Construction:

- i. Costs for Installation of Semi-actuated Operation for 32 signalized intersections and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap OR [describe participating construction] and any related review costs: are funded 100% by the Project Sponsor.

c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$408,400 is cumulative for all federal funded project phases.

**ATTACHMENT
32 LOCAL INTERSECTIONS**

Street 1	Street 2	Major Street Volume ADT	Minor Street ADT
Atkinson	12th	16,600	900
Atkinson	16th	15,000	900
Brown	Dr. MLK	13,500	2,400
Burleigh	24th	13,100	1,400
Cleveland	60th	17,100	3,800
Clybourn	35th	20,500	2,100
Congress	51st	9,100	3,800
Dr. MLK	Wright	14,400	2,500
Edgerton	13th	13,400	2,000
Galena	35th	14,900	2,500
Grange	6th	7,000	4,600
Hope	51st	9,000	3,900
Hopkins	Silver Spring/43rd	28,900	1,600
Juneau	35th	19,600	1,900
Keefe	12th	6,500	1,900
Keefe	16th	5,200	1,100
Lisbon/Walnut	24th	13,100	2,100
Locust	24th	12,500	1,400
Main	70th	14,400	2,400
North	16th	15,400	400
North	17th	15,400	1,800
Oklahoma	51st	23,100	3,000
Pine	Whitnall	8,400	3,100
Ruby	Teutonia	13,200	1,000
Saint Paul	35th	20,500	3,200
Sherman	Wright	28,000	2,300
Silver Spring	35th	30,100	4,000
Silver Spring	68th	27,200	5,600
Villard	35th	15,000	4,400
Vliet	24th	8,500	2,000
Walnut	4th	16,200	4,400
Wisconsin	19th	18,800	2,500
Total		503,600	80,900
Percentage		86.2%	13.8%

CITY OF MILWAUKEE DEPT. OF PUBLIC WORKS
CMAQ GRANT APPLICATION
SEMI-ACTUATED INSTALLATION
32 LOCAL INTERSECTIONS

[End of Document]



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

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

Date: **April 25, 2011**

I.D.: **1693-35-09/99**

Project Title: **Install semi-actuated operation**
Location/Limits (as applicable): **10 connecting
highway intersections**

County: **Milwaukee County**

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

Counties Served: **Milwaukee County**

Project Sponsor: **City of Milwaukee**

Sponsor County: **Milwaukee**

MPO Area: **SEWRPC**

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Proposed Project - Nature of work: Installation of vehicle detection loops and pedestrian pushbuttons for the installation of semi-actuated operations at 10 connecting highway intersections. The intersection are as follows: Capitol (STH 190) and 7th St, Curtis and Prospect (STH 32), Ellen and Kinnickinnic (STH 32), Grantosa and 76th (STH 181), Holt and 4th IH 43/94), Kane and Prospect (STH 32), Kilbourn and 27th (STH 57), Kilbourn and 35th (USH 18), Michigan and 27th (STH 57), & Wright and 20th St (STH 57)

Need for or Benefits of Project – summarize reasons for request: Installing semi-actuated operation at high traffic volume intersections reduces the length of red indications allowing for less idle time which in turn will reduce vehicle emission and fuel consumption.

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

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

The subject project is funded with 80% federal funding up to a maximum of \$161,200 for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$161,200 federal/ funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 1693-35-09					
Design	\$15,000	\$12,000	80%*	\$3,000	20%*
Design Review #	\$15,000	\$12,000	80%*	\$3,000	20%*
ID 1693-35-99					
Participating Construction	\$145,000	\$116,000	80%*	\$29,000	20%*
Participating Construction Review #	\$26,500	\$21,200	80%*	\$5,300	20%*
Non-Participating Construction			0%		100%
Total Est. Cost Distribution	\$201,500	\$161,200	MAX	\$40,300	N/A

*This project has a CMAQ federal funding maximum of \$161,200. This maximum is cumulative for all federally funded project phases.

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

This request is subject to the terms and conditions that follow (pages 3-9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: **City of Milwaukee** (please sign in blue ink.)

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. Management Consultant and State Review Services.

6. State Disbursements:

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the

requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted..
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities..
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
21. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).

- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
22. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
23. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
24. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.
 - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
25. It is further agreed by the Project Sponsor that:

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

LEGAL RELATIONSHIPS:

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

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

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply

with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

28. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

29. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

30. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

31. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

32. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

33. The Project Sponsor agrees to the following Calendar Year 2009 [FY 2010-2012] CMAQ program project funding conditions:

- a. ID 1693-35-09: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 1693-35-99 Construction:
 - i. Costs for Install semi-actuated operations at 10 connecting highway intersections and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$161,200_is cumulative for all federal funded project phases.

[End of Document]

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

The Comptroller's Office has reviewed Common Council Resolution File No. 110136 for the preliminary engineering cost of five traffic signal improvements in various Aldermanic Districts (City Share \$121,800 Grantor Share \$487,200) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C Wisniewski

Date: 5-16-11

1693-35-03 Installation of Transit Priority Express Bus/Trolley Circulator Routes (City Share \$50,000; Grantor Share \$200,000)

1693-35-06 Computer Optimization of Traffic Signals Capitol and Fond du Lac Corridors (City Share \$40,200; Grantor Share \$160,800)

1693-35-07 Computer Optimization of Traffic Signals 34 Various Locations (Bay View) (City Share \$13,800; Grantor Share \$55,200)

1693-35-08 Install Semi-Actuated Operation 32 Local Intersections Citywide (City Share \$11,800; Grantor Share \$47,200)

1693-35-09 Install Semi Actuated operation 10 Connecting Highway Intersections Milwaukee County (City Share \$6,000; Grantor Share \$24,000)

PW FILE NUMBER: 110136

[illegible]



Legislation Details (With Text)

File #: 091084 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 12/1/2009 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution amending a special privilege for change of ownership to Glorioso Real Estate LLC for a non-code compliant marquee, for removal of various items from the public right-of-way, and for addition of a stationary planter for the premises at 1011 East Brady Street, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Special Privilege Petition, Map, Photo, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

091084

Version

SUBSTITUTE

Reference

020481

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege for change of ownership to Glorioso Real Estate LLC for a non-code compliant marquee, for removal of various items from the public right-of-way, and for addition of a stationary planter for the premises at 1011 East Brady Street, in the 3rd Aldermanic District.

Analysis

This resolution amends a special privilege for change of ownership to Glorioso Real Estate LLC for a non-code compliant marquee, for removal of various items from the public right-of-way, and for addition of a stationary planter for the premises at 1011 East Brady Street, also known as 1696 North Astor Street.

Body

Whereas, Hotel Pharmacy Inc. d/b/a Brady Street Pharmacy requested permission to keep and maintain in-ground planters, tree box outs with grates and guards, a building encroachment and a bench in the public right-of-way; and

Whereas, Permission for said items was granted in 2002 under Common Council Resolution File Number 020481; and

Whereas, The bench, in-ground planters, tree grates and guards were removed from the public right-of-way; and

Whereas, The building encroachment, which is a non-code compliant marquee, is still present in the public right-of-way; and

Whereas, Glorioso Real Estate LLC now owns the subject property; and

Whereas, A site visit revealed the presence of a new stationary planter projecting into the public right-of-way; and

Whereas, For the liability for said non-code compliant marquee to be formally transferred to the current property owner, the Common Council needs to adopt an amending resolution; and

Whereas, Said new stationary planter may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 020481 is hereby rescinded; and, be it

Further Resolved, That Glorioso Real Estate LLC, 1020 East Brady Street, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To construct and maintain a raised stationary planter projecting into the public right-of-way at the intersection of the southline of East Brady Street and the eastline of North Astor Street. The planter projects 1 foot 6 inches into the south, 13-foot wide sidewalk area of East Brady Street and into the east, 22-foot 6-inch wide sidewalk area of North Astor Street. The planter is 3 feet tall and is enclosed by a 7.5-inch thick wall. Said planter is 18 feet 3 inches long on the East Brady Street side and 18 feet 5 inches long on the North Astor Street side.
2. To keep and maintain a historic, non-code compliant marquee projecting into the south sidewalk area of East Brady Street and the east sidewalk area of North Astor Street. The marquee, which is considered historic to the building, does not conform to Section 245-10-3 of the Milwaukee Code of Ordinances in that exceeds the width of the entrance doorway by more than the 10 feet allowed.

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

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Glorioso Real Estate LLC, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$65.36. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.

5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL: ns

May 12, 2011

091084

May 12, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 091084

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 091084, being a resolution to amend a special privilege for change of ownership to Glorioso Real Estate LLC for a non-code compliant marquee, for removal of various items from the public right-of-way, and for addition of stationary planter for the premises at 1011 East Brady Street, also known as 1696 North Astor Street.

Hotel Pharmacy Inc. d/b/a Brady Street Pharmacy requested permission to keep and maintain in-ground planters, tree box outs with grates and guards, a building encroachment and a bench in the public right-of-way. Permission for said items was granted in 2002 under Common Council Resolution File Number 020481. Subsequently, all of the items were removed from the public right-of-way except for the building encroachment, which is a non-code compliant marquee projection. Said marquee does not conform to Section 245-10-3 of the Milwaukee Code of Ordinances in that exceeds the width of the entrance doorway by more than the 10 feet allowed.

A site visit revealed the presence of a new stationary planter built along the north and west building faces of the subject premises. The planter projects 1 foot 6 inches into the south, 13-foot wide sidewalk area of East Brady Street for a length of 18 feet 3 inches and into the east, 22-foot 6-inch sidewalk area of North Astor Street for a length of 18 feet 5 inches.

We are not aware that the presence of said marquee and stationary planter has had or will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will amend the name of the grantee, eliminate those items that were removed from the public right-of-way and allow the non-code compliant marquee and new stationary planter to continue to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL: ns
c: Alderman Nik Kovac



PETITION FOR A SPECIAL PRIVILEGE

cci-246 (6/09)

SP 2495

- ☐ New application \$250.00 Fee
- ☐ Amendment to add items to Special Privilege # _____ (\$125.00 Fee)
- ☐ Amendment to remove items from Special Privilege # _____ (No fee)
- ☒ Amendment for change of ownership for Special Privilege # 2031 (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. www.milwaukee.gov/license
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee GLORIOSO REAL ESTATE LLC
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 1696 N Astor St
(Street Address and Zip Code)

in the 3rd Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Amend CCF 020481 for change of ownership for tree grates & guards, planter boxes, and entrance structural encroachment

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): SALVATORE J. GLORIOSO
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: Salvatore J. Glorioso
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: GLORIOSO REAL ESTATE LLC
(If applicable, as shown above)
(OVER)

Mailing Address (If different than property address above): 1020 E BRADY ST

City: MILWAUKEE State: WI Zip: 53202

Telephone: 414 272 1311 E-Mail: GLORIOSO5@SBCGLOBAL.NET

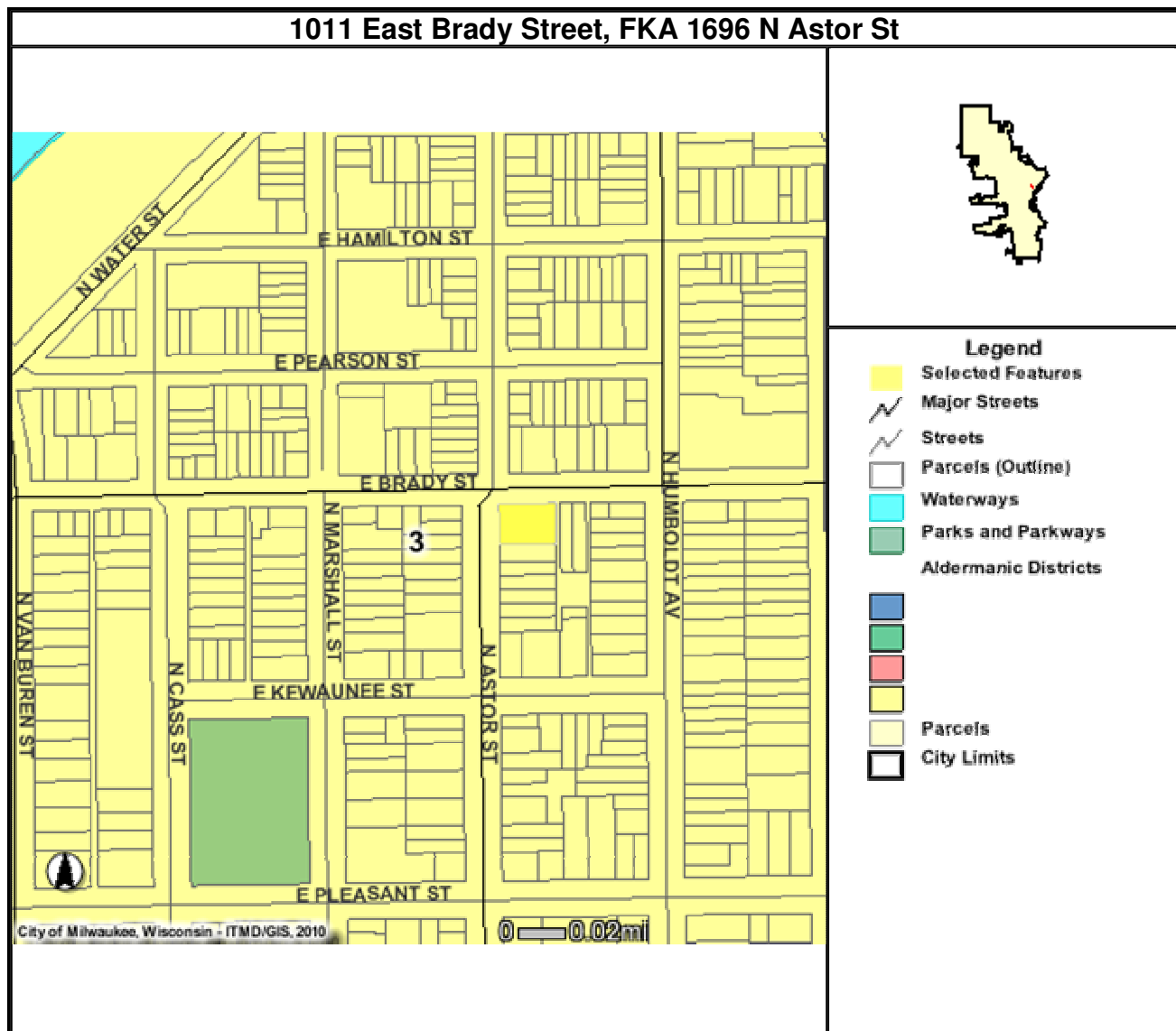
Architect/Engineer/Contractor (If Applicable)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____





CCF 091084

1011 East Brady Street

5-9-2011

Looking east across North Astor Street at non-code compliant marquee structure.



CCF 091084

1011 East Brady Street

5-9-2011

Looking southeast across East Brady Street at non-code compliant marquee structure and new stationary planter.



CCF 091084

1011 East Brady Street

5-9-2011

Looking south from East Brady Street at new stationary planter in east sidewalk area of North Astor Street that projects 1 foot 6 inches into ROW.



CCF 091084

1011 East Brady Street

5-9-2011

Looking east from North Astor Street at new stationary planter in south sidewalk area of Brady Street that projects 1 foot 6 inches into ROW.

PW FILE NUMBER: 091084

[illegible]



Legislation Details (With Text)

File #: 100234 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 6/15/2010 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution amending a special privilege for removal of raised planters and tree grates from the public right-of-way for the premises at 777 East Wisconsin Avenue, in the 4th Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Petition, Map, Photos, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
6/15/2010	0	COMMON COUNCIL	ASSIGNED TO		
9/1/2010	0	CITY CLERK	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number
100234
Version
SUBSTITUTE 1
Reference
051639
Sponsor
THE CHAIR
Title

Substitute resolution amending a special privilege for removal of raised planters and tree grates from the public right-of-way for the premises at 777 East Wisconsin Avenue, in the 4th Aldermanic District.

Analysis

This resolution amends a special privilege for removal of raised planters and tree grates from the public right-of-way for the premises at 777 East Wisconsin Avenue.

Body

Whereas, U.S. Bank National Association notified the Department of Public Works that it removed raised planters from the public right-of-way; and

Whereas, Permission for said items was granted in 2006 under Common Council File Number 051639; and

Whereas, A site visit revealed that six of the tree grates have been removed from the public right-of-way and that two of the raised planters remain in the public right-of-way; and

Whereas, Only the Common Council may amend a special privilege for removal of items from the public right-of-way; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 051639 is hereby rescinded; and, be it

Further Resolved, That U.S. Bank National Association, 777 East Wisconsin Avenue #3175, Milwaukee, WI 53202, is hereby granted the following special privileges:

1. To keep and maintain fourteen, 4-foot square tree grates along the east side of North Van Buren Street as follows.

Eight tree grates in the east, 16-foot wide sidewalk area of North Van Buren Street between east Michigan Street and East Wisconsin Avenue. Said tree grates are centered approximately 10 feet west of the eastline of North Van Buren Street and 27, 47, 147, 167, 187, 207, 227 and 247 feet north of the northline of East Michigan Street.

Six tree grates in the east, 15-foot wide sidewalk area of North Van Buren Street between East Clybourn Street and East Michigan street. Said tree grates are centered approximately 12 feet west of the eastline of North Van Buren Street and 18, 131, 156, 181, 256 and 283 feet north of the northline of East Clybourn Street

2. To keep and maintain six 4-inch PVC conduits under and directly across the 80-foot wide right-of-way of North Cass Street between East Michigan Street and East Wisconsin Avenue. Said conduits are placed perpendicular to the east and west street lines of North Cass Street. The conduits extend from a pull-box located 41 feet north of the northline of East Michigan Street west to the east wall of the building at 777 East Wisconsin Avenue at a point 41 feet north of the northline of East Michigan Street. Said conduits are located approximately 2 feet below grade.

3. To keep and maintain two raised planters surrounded by 6-inch wide and 6-inch tall concrete curbing in the north, 15-foot wide sidewalk area of East Clybourn Street. The planters are centered approximately 361 and 379 feet east of the eastline of North Van Buren Street and centered 11.5 feet south of the northline of East Clybourn Street. The circular planters are 5 feet in diameter.

4. To keep and maintain one rigid 1-inch diameter conduit starting at the northline of East Clybourn Street, at a point approximately 396 feet east of the eastline of North Van Buren Street, to a point 3 feet north of the southline of East Clybourn Street and approximately 390 feet east of the eastline of North Van Buren Street to a point 3 feet north of the southline of east Clybourn Street and 118 feet east of the eastline of North Van Buren Street. Total length of said conduit is 352 feet.

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

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, U.S. Bank National Association shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$610.87. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so

ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.

5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.

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

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

May 13, 2011

100234

May 13, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 100234

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100234, being an amendment to a special privilege for removal of raised planters and tree grates from the public right-of-way for the premises at 777 East Wisconsin Avenue.

U.S. Bank National Association requested permission to keep and maintain raised planter areas, tree grates, and underground conduits in the public right-of-way, which was granted in 2006 under Common Council Resolution File Number 051639. The applicant notified the Department of Public Works that it removed raised planters from the public right-of-way. A site visit revealed that six of the tree grates have also been removed from the public right-of-way and that two of the raised planters remain in the public right-of-way.

We are not aware that the presence of said remaining items has had or will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will amend the above special privilege for removal of raised planters and tree grates and will allow the remaining items to continue to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL: ns
Attachment

c: Alderman Robert Bauman

UP 2517



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 5/10

☐ New application \$250 Fee

☒ Amendment to add items to Special Privilege # 2226 ~~\$125 Fee~~

☒ Amendment to remove items from Special Privilege # 2226 (No fee)

☐ Amendment for change of ownership for Special Privilege # _____ (No fee)

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

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

The Licensee U.S. Bank National Association.
(Name of Individual, Partner, Corporation or LLC)

being the owners of the following property known by street address as 777 E Wisconsin Ave
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Amend CCF 051639 for addition of bollards and for removal of raised planters

Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): Kristin D. Laveux
(Individual, Partner, or Agent if Corporation or LLC as shown above)

Signature: Kristin D. Laveux
(Individual, Partner, or Agent if Corporation or LLC)

Corporation or LLC Name: U.S. Bank National Association.
(If applicable, as shown above)

-OVER-

Mailing Address (If different than property address above): SAME

City: _____ State: _____ Zip: _____

Telephone: 414-287-3061 E-Mail: kristin.layoux@usbank.com

Architect/Engineer/Contractor (If Applicable)

Name: Kahler Slater, Inc. (Contact Person: David Plank)

Address: 111 W. Wisconsin Avenue

City: Milwaukee State: Wisconsin Zip: 53203

Telephone: 414-272-2000 E-Mail: dplank@kahlerslater.com



Milwaukee
Madison
Green Bay
Burlington, NC

111 West Wisconsin Avenue
Milwaukee, WI 53203.2501 USA
P 414.272.2000 F 414.272.2001

Transmittal

Number of Pages

(including cover)

Date May 20, 2010
To Dawn Schmidt
Dept. of Public Works

City of Milwaukee
Frank P. Zeidler Municipal Building
841 N. Broadway, Rm. 919
Milwaukee, WI 53202

From Michael Nelson
Project Number 208052.04
Project US Bank Campus Replacement
Parking Deck

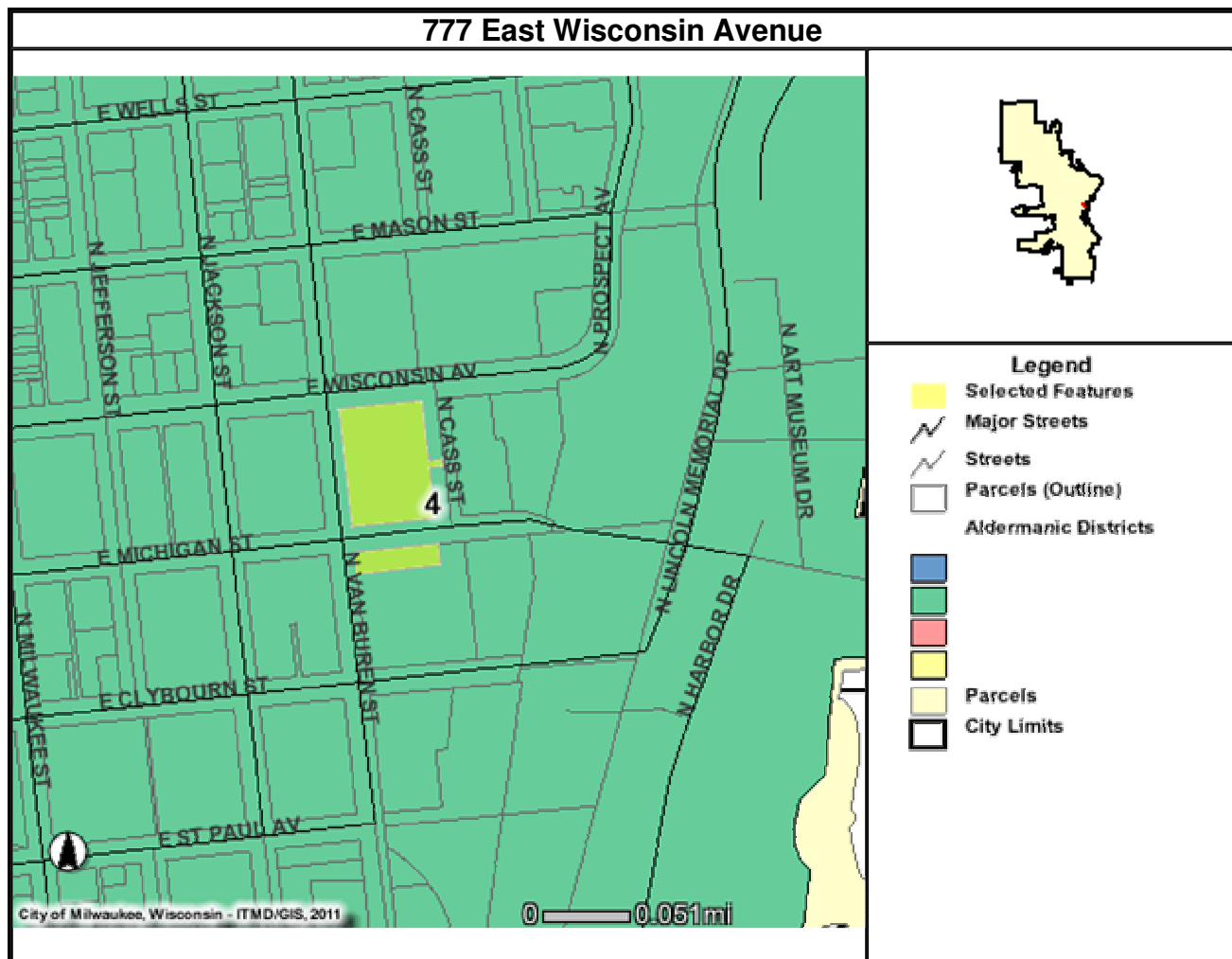
Distribution
Kristin Layeux
John Mann
Joe Schuchardt
Jeff Zagar
George Meyer
File

Via	<input type="checkbox"/> fax	For	<input checked="" type="checkbox"/> approval	Doc	<input type="checkbox"/> prints/copies
	<input checked="" type="checkbox"/> messenger		<input checked="" type="checkbox"/> review & response		<input checked="" type="checkbox"/> originals
	<input type="checkbox"/> US Mail/parcel service		<input type="checkbox"/> information		<input type="checkbox"/> samples
	<input type="checkbox"/> next day/second day		<input checked="" type="checkbox"/> your use		<input checked="" type="checkbox"/> submittals

Qty	Dated	Description
1	---	Petition for a Special Privilege Form - Signed

Notes Attached you will find the original form you requested to be signed by the property owner to amend Special Privilege #2226 regarding the removal of the existing raised planters (CCF 051639).

Please let us know if you need any additional information.
Thanks





777 East Wisconsin Avenue

Looking north along North Van Buren Street from the northeast corner of North Van Buren Street and East Clybourn Street



777 East Wisconsin Avenue

Looking West along East Clybourn Street



777 East Wisconsin Avenue

Looking West along East Clybourn Street



777 East Wisconsin Avenue

Looking west along East Clybourn Street



777 West Wisconsin Avenue

Looking northerly along East Van Buren Street from the northeastern corner of North Van Buren Street and East Clybourn Street

PW FILE NUMBER: 100234

[illegible]



Legislation Details (With Text)

File #: 100448 **Version:** 1

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Substitute resolution granting a special privilege to Downer Hardware Inc to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way for the premises at 2629 North Downer Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Petition and Drawing, Map, Photos, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2010	0	COMMON COUNCIL	ASSIGNED TO		
9/2/2010	0	CITY CLERK	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

100448

Version

SUBSTITUTE

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to Downer Hardware Inc to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way for the premises at 2629 North Downer Avenue, in the 3rd Aldermanic District.

Analysis

This resolution grants a special privilege to Downer Hardware Inc to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way for the premises at 2629 North Downer Avenue.

Body

Whereas, The applicant has placed merchandise racks and seasonal merchandise in the sidewalk area adjacent to its business for a number of years; and

Whereas, The applicant is requesting formal permission to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way; and

Whereas, Said items may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Downer Hardware Inc., 2629 North Downer Avenue, Milwaukee, Wisconsin 53211, is hereby granted the following special privilege:

To keep and maintain six merchandise racks and assorted seasonal merchandise in west, variable width sidewalk area of

North Downer Avenue adjacent to the premises at 2629 North Downer Avenue. Three of said merchandise racks measure 6 feet 6 inches long and 2 feet 4 inches wide. The other three merchandise racks measure 3 feet 10 inches long and 1 foot 9 inches wide. Additionally, assorted seasonal merchandise will be displayed in the public right-of-way adjacent to the concrete public sidewalk.

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

Said items shall be removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Downer Hardware Inc, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$204.53. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.
7. Maintain a 5-foot wide clear path for pedestrians on the concrete paved public sidewalk. At no time shall the merchandise racks or assorted seasonal merchandise interfere with the concrete public sidewalk.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

May 10, 2011

100448

May 10, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 100448

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100448, being a resolution to grant a special privilege to Downer Hardware Inc to keep and maintain merchandise racks and assorted seasonal merchandise in the public right-of-way for the premises at 2629 North Downer Avenue.

For many years Downer Hardware Inc, the applicant, has displayed merchandise racks and assorted seasonal merchandise for sale in the public right-of-way adjacent to its premises at 2629 North Downer Avenue. During a site visit, six merchandise racks were observed positioned in the west sidewalk area of North Downer Avenue on brick paved areas adjacent to the concrete public sidewalk. The attached special privilege resolution requires that the main concrete public sidewalk remain completely accessible for pedestrian traffic.

We are not aware that the presence of said items has had or will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will formally allow said items to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL: ns
Attachment
c: Alderman Nik Kovac



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 5/10

☒ New application \$250 Fee

☐ Amendment to add items to Special Privilege # _____ \$125 Fee

☐ Amendment to remove items from Special Privilege # _____ (No fee)

☐ Amendment for change of ownership for Special Privilege # _____ (No fee)

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

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

The Licensee DOWNER HARDWARE INC.

(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 2629 N. DOWNER AVE. 53211
(Street Address and Zip Code)

in the 5th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: SELL PLANTS + GRILLS ITEMS OUTSIDE
THE STORE

Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

City Clerk: DALE W. BORNEMAN

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

Signature: [Signature]

(Individual, Partner, or Agent if Corporation or LLC)

Corporation or LLC Name: DOWNER HARDWARE INC.

(If applicable, as shown above)

~~OVER~~

Mailing Address (If different than property address above): SAME AS ABOVE

City: _____ State: _____ Zip: _____

Telephone: (414) 332-2820 E-Mail: downerhardware@truevalue.net

Architect/Engineer/Contractor (If Applicable)

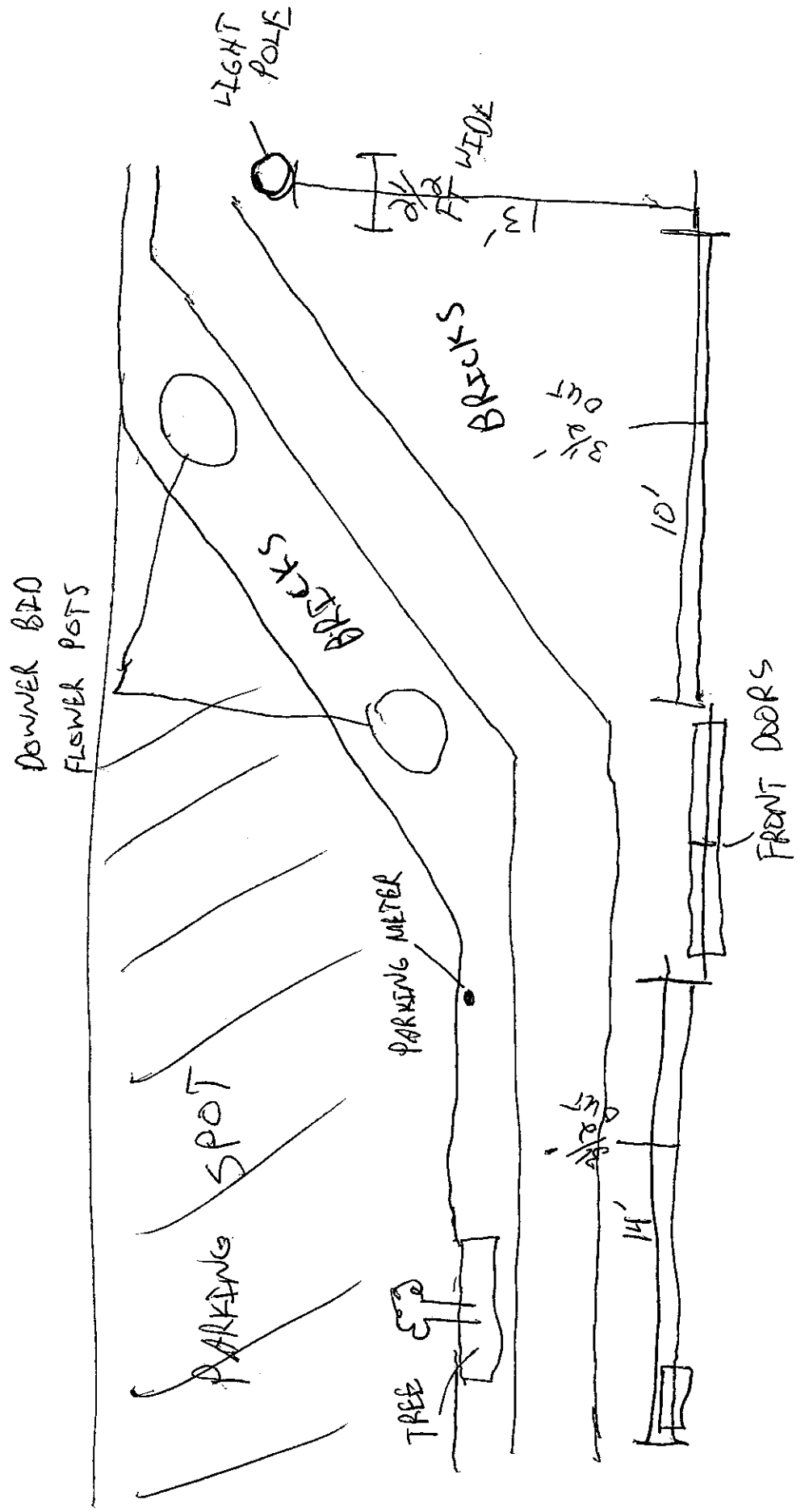
Name: N/A

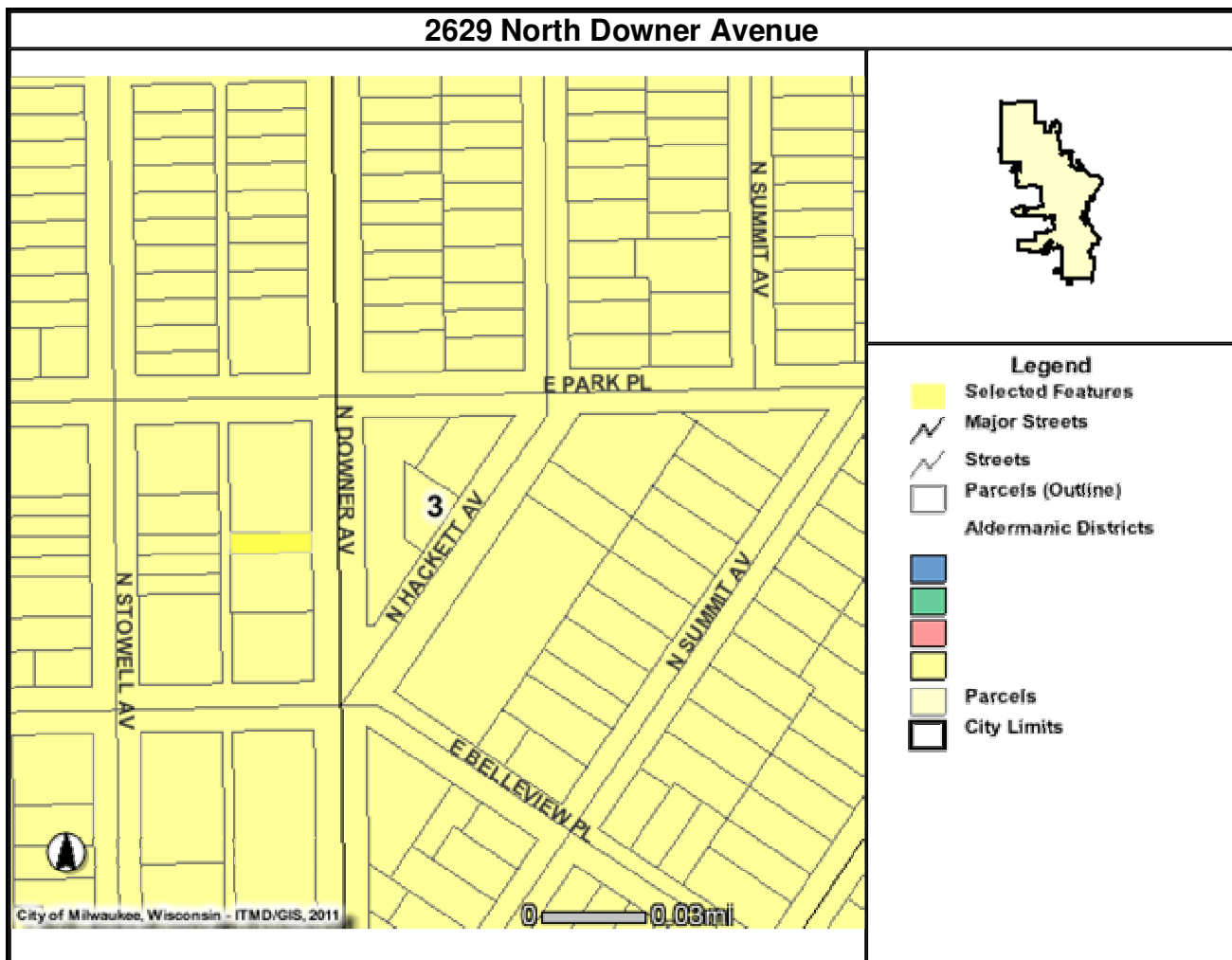
Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

LOWWER PRINUMARE 400.
2629 N. DOWNER AVE







CCF 100448 2629 North Downer Avenue
Looking north at west sidewalk area of Downer Avenue.

4-26-2011



CCF 100448 2629 North Downer Avenue 4-26-2011
Looking northwest at merchandise racks. It should be noted that the concrete sidewalk jogs around the light pole at this location.



CCF 100448

2629 North Downer Avenue

4-26-2011

Looking south at merchandise racks. It should be noted that the concrete sidewalk jogs around the light pole at this location.



CCF 100448

2629 North Downer Avenue

Summer 2010

Looking west at sidewalk area in front of subject premises. It should be noted that the concrete sidewalk jogs around the light pole and onto a curb pushout at this location.

PW FILE NUMBER: 100448

[illegible]



Legislation Details (With Text)

File #: 100467 **Version:** 1

Type: Resolution **Status:** In Committee

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

On agenda: **Final action:**

Effective date:

Title: Substitute resolution granting a special privilege to Doris Vitucci Revocable Trust to construct and maintain a covered walk in the public right-of-way for the premises at 1832 East North Avenue, in the 3rd Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Petition and Drawing, Map, Pictures, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/1/2010	0	COMMON COUNCIL	ASSIGNED TO		
9/2/2010	0	CITY CLERK	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

100467

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to Doris Vitucci Revocable Trust to construct and maintain a covered walk in the public right-of-way for the premises at 1832 East North Avenue, in the 3rd Aldermanic District.

Analysis

This resolution grants a special privilege to Doris Vitucci Revocable Trust to construct and maintain a covered walk in the public right-of-way for the premises at 1832 East North Avenue.

Body

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

Whereas, Said covered walk may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Doris Vitucci Revocable Trust, c/o Anthony Vitucci, 1832 East North Avenue, Milwaukee, Wisconsin 53211, is hereby granted the following special privilege:

To construct and maintain a 10-foot wide covered walk projecting 10 feet into the west, 20-foot wide sidewalk area of North Cramer Street. Said covered walk is centered approximately 66 feet north of the northline of East North Avenue. The minimal vertical clearance between the skirt of the covered walk and the sidewalk below is 8 feet.

Said covered walk shall generally be constructed in accordance with the policies set forth in Common Council Resolution

File Number 62-1211-a, adopted July 24, 1962. The covered walk frame shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the sidewalk level. The coverings shall be of approved material. All fixtures and materials for illumination of the covered walks shall be indicated on the construction plans and approved prior to installation. No sign or advertising device shall be hung from, attached to, printed or painted on any part of the covered walks. The name, street number, or character of the business may be indicated only on the vertical portion of the covering and shall not exceed 8 inches in height.

The grantee is not required to keep a "Loading Zone" or "No Parking" status adjacent to the covered walk due to the high demand for parking in the vicinity of the subject premises and due to the presence of a tree border area between the covered walk and the curb.

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

Said covered walk shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on conditions that by acceptance of this special privilege the grantee, Doris Vitucci Revocable Trust, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$75.00. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

April 15, 2011

100467

April 15, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 100467

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100467, being a resolution to grant a special privilege to Doris Vitucci Revocable Trust to construct and maintain a covered walk in the public right-of-way for the premises at 1832 East North Avenue.

The applicant is requesting permission to construct and maintain a covered walk projecting 10 feet into the west, 20-foot wide sidewalk area of North Cramer Street at a point approximately 66 feet north of the north line of East North Avenue. The legs of the covered walk are bolted into the east edge of the paved public sidewalk adjacent to a 9-foot wide tree border. Due to the presence of the tree border, the usual loading zone requirement adjacent to covered walks will not be required at this location.

We are not aware that the presence of said covered walk will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said covered walk to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL: ns
Attachment
c: Alderman Nik Kovac



PETITION FOR A SPECIAL PRIVILEGE

2523
ccl-246 5/10

☒ New application \$250 Fee

☐ Amendment to add items to Special Privilege # _____ \$125 Fee

☐ Amendment to remove items from Special Privilege # _____ (No fee)

☐ Amendment for change of ownership for Special Privilege # _____ (No fee)

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

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

The Licensee Anthony M. Vitucci → Doris Vitucci Rev. Trust
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 1832 E. North
(Street Address and Zip Code)

in the 3RD Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: Covered walk

Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): Doris Vitucci Rev. Trust
(Individual, Partner, or Agent if Corporation or LLC as shown above)

Signature: Anthony M. Vitucci
(Individual, Partner, or Agent if Corporation or LLC)

Corporation or LLC Name: Doris Vitucci Rev. Trust
(If applicable, as shown above)

-OVER-

Mailing Address (If different than property address above): _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

Architect/Engineer/Contractor (If Applicable)

Name: Naegel Awnings - Dan Hodger

Address: 1120 W. Lincoln Ave

City: Milwaukee State: WI Zip: 53215

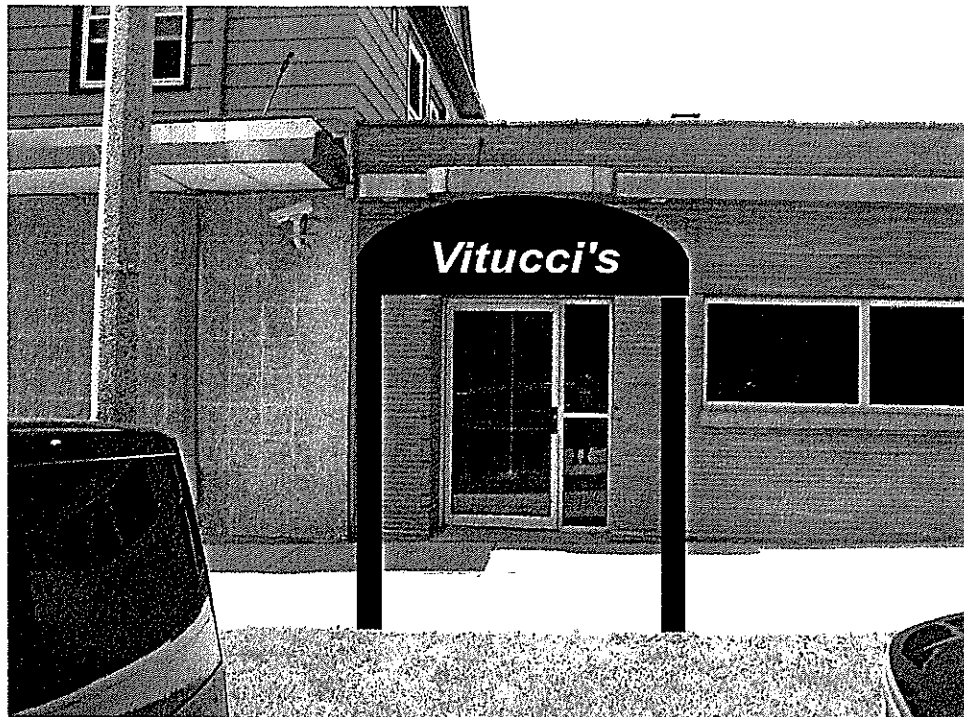
Telephone: 414. 645-2862 E-Mail: wedawnings@sbcglobal.net

2-6 H.L.

Naegele Awning Co., 1120 W. Lincoln Ave, Milwaukee, WI 53215
ph 414.645.2862, fax 414.645.2863

faces east

vituccis
1832 e. north ave
milwaukee wi
tony 308-3677

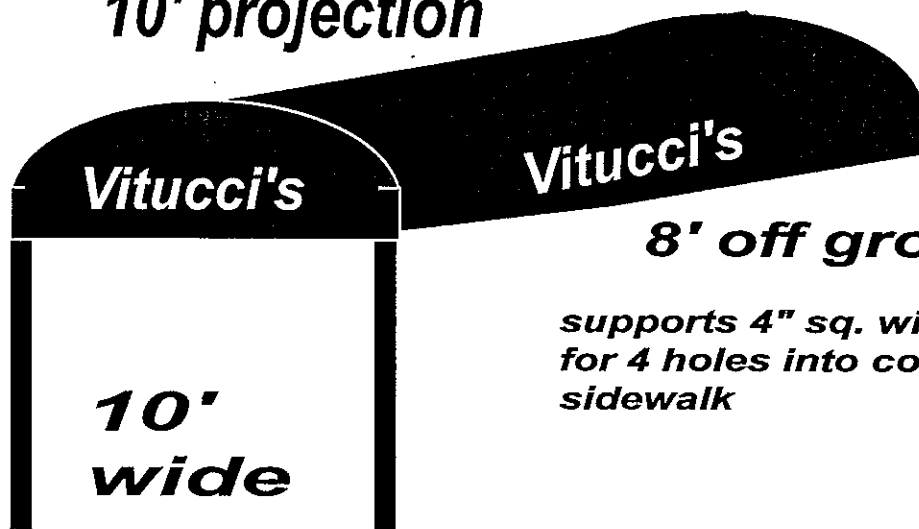


black
sunbrella
fabric

6" letters x 4'

10' projection

3' high

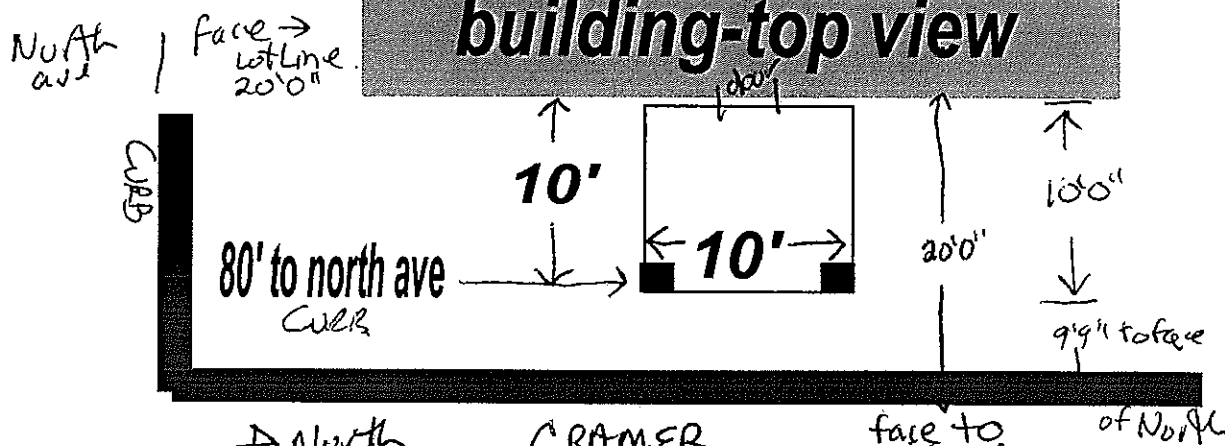


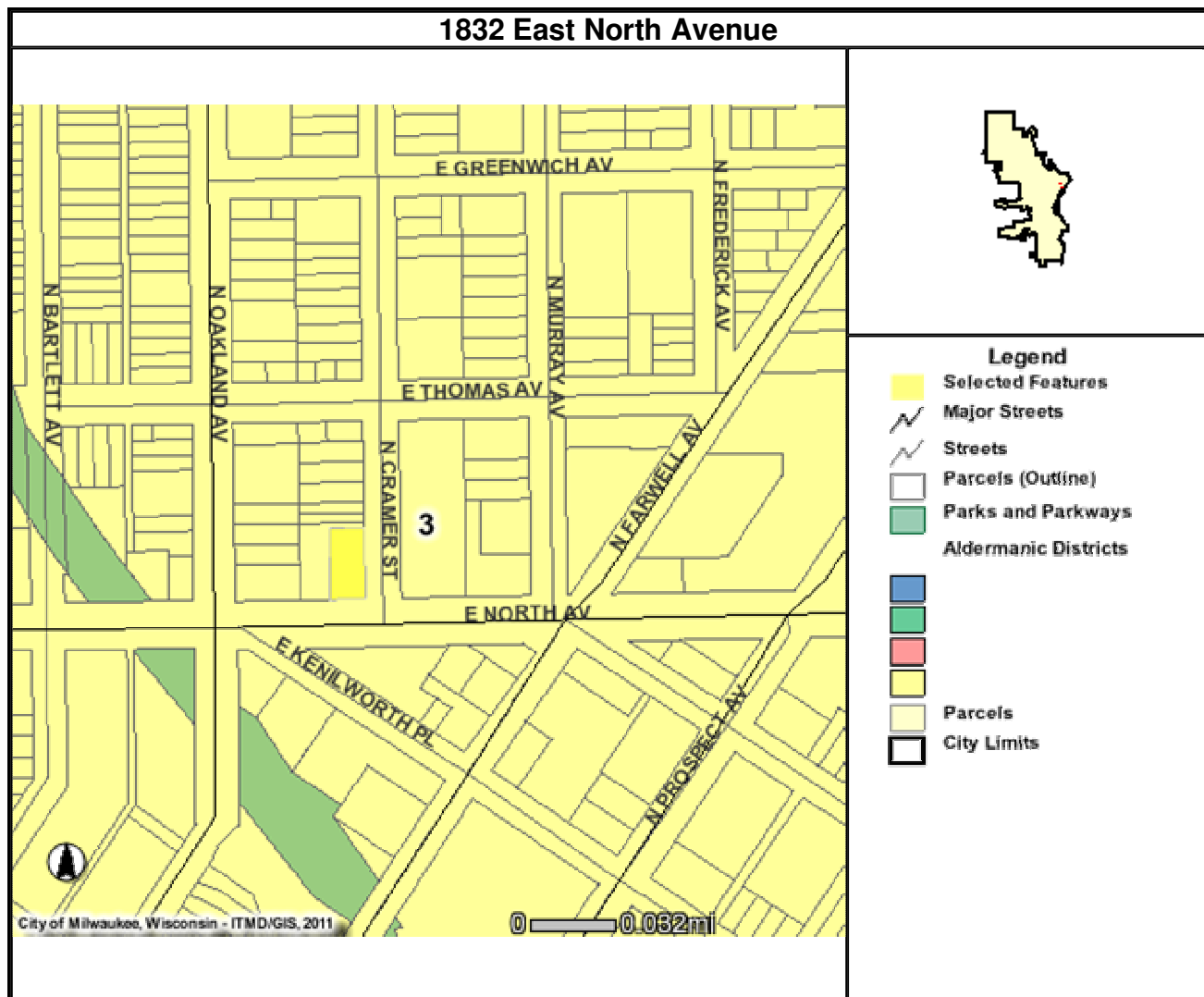
8' off ground

supports 4" sq. with plates
for 4 holes into concrete
sidewalk

10'
wide

building-top view







CCF 100467

1832 East North Avenue

4-12-2011

Looking west across North Cramer Street at new covered walk.



CCF 100467

1832 East North Avenue

4-12-2011

Looking south towards East North Avenue at covered walk in west sidewalk area of North Cramer Street.

PW FILE NUMBER: 100467

[illegible]



Legislation Details (With Text)

File #:	100995	Version:	1
Type:	Resolution	Status:	In Committee
File created:	11/23/2010	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Substitute resolution granting a special privilege to Comet Café Inc for a dumpster enclosure, cigarette butt disposal bins, moveable planters, storm enclosure, and various recycling carts in the public right-of-way for the premises at 1941-47 North Farwell Avenue, in the 3rd Aldermanic District.		
Sponsors:	THE CHAIR		
Indexes:	SPECIAL PRIVILEGE PERMITS		
Attachments:	Cover Letter, Petition and Drawing, Map, Photos, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
11/23/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/30/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

100995

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to Comet Café Inc for a dumpster enclosure, cigarette butt disposal bins, moveable planters, storm enclosure, and various recycling carts in the public right-of-way for the premises at 1941-47 North Farwell Avenue, in the 3rd Aldermanic District.

Analysis

This resolution grants a special privilege to Comet Café Inc for a dumpster enclosure, two cigarette butt disposal bins, four recycling carts, an oil recycling container, three moveable planters, and a storm enclosure in the public right-of-way for the premises at 1941-47 North Farwell Avenue.

Body

Whereas, The applicant is requesting permission to construct and maintain a dumpster enclosure in the public right-of-way to secure and screen its trash dumpsters; and

Whereas, A site visit revealed the presence of moveable planters, cigarette butt disposal bins, recycling carts, an oil recycling container and a storm enclosure in the public right-of-way; and

Whereas, Said items may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Comet Café Inc, 1947 North Farwell

Avenue, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To construct and maintain a dumpster enclosure projecting 7 feet 6 inches into the south, 16-foot wide sidewalk area of East Irving Place. Said enclosure, which is constructed out of 6-foot tall chain link fencing, commences at a point approximately 39 feet west of the westline of North Farwell Avenue and extends west 17 feet 8 inches. There are four gates in the north face of the enclosure to allow for access to three dumpsters.
2. To keep, use and maintain four recycling carts and one vegetable oil recycling container in the south, 16-foot wide sidewalk area of East Irving Place. Said carts and container occupy an area that projects 7 feet 6 inches into the public way and that commences at the west side of the dumpster enclosure described above, at a point approximately 57 feet west of the westline of North Farwell Avenue and extends west 5 feet 6 inches.
3. To install and maintain three moveable planters in the west, 11-foot wide sidewalk area of North Farwell Avenue. Said planters are 2 feet 8 inches long and 2 feet wide and are centered approximately 1 foot east of the westline of North Farwell Avenue and 2, 26, and 34 feet south of the southline of East Irving Place.
4. To install and maintain two cigarette butt disposal bins in the west, 11-foot wide sidewalk area of North Farwell Avenue located adjacent to each of two premise entrances. Said disposal bins are 18 inches in diameter and 3 feet tall.
5. To keep and maintain a storm enclosure projecting 3 inches into the west, 11 foot sidewalk area of North Farwell Avenue. Said enclosure is 5 feet 6 inches wide and centered approximately 30 feet south of the southline of East Irving Place.

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

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Comet Café Inc, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$776.09. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.

4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
 5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
 6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.
 7. The recycling carts, dumpsters and oil recycling containers shall be kept in a neat and orderly manner such that they will occupy the least amount of space possible.
- Requestor
Department of Public Works
Drafter
Infrastructure Services Division
MDL:ns
May 17, 2011
100995

May 17, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 100995

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100995, being a resolution to grant a special privilege to Comet Café Inc for a dumpster enclosure, two cigarette butt disposal bins, three moveable planters, and a storm enclosure in the public right-of-way for the premises at 1941-47 North Farwell Avenue.

The applicant is requesting permission to construct and maintain a dumpster enclosure projecting 7 feet 6 inches into the south, 16-foot wide sidewalk area of East Irving Place. Said 17-foot 6-inch long dumpster enclosure, which is constructed out of 6-foot tall chain link fencing, secures and screens from view three, 2-cubic yard dumpsters. A site visit revealed the presence of four 2-foot square recycling carts and a 3-foot long by 2-foot wide vegetable oil recycling container adjacent to the west end of the dumpster enclosure. The 5-foot wide clear path for pedestrian traffic around the dumpster enclosure and recycling containers was confirmed during the site visit to the subject premises. It should be noted that additional recycling carts are stored on private property, however there is not sufficient room on private property to store the recycling containers and dumpsters that are located in the public right-of-way.

In the west, 11-foot wide sidewalk area of North Farwell Avenue, three moveable planters, two cigarette butt disposal bins and a storm enclosure projection were observed. The moveable planters and cigarette butt disposal bins but up to the building and are spaced around the two main entrances. Storm enclosure is located at the south restaurant entrance, approximately 30 feet south of the southline of East Irving Place, and only projects 3 inches into the public way.

We are not aware that the presence of said items will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL:ns
Attachment
cc: Alderman Nik Kovac



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (8/10)

SP 2528

☒ New application \$250.00 Fee

☐ Amendment to add items to Special Privilege # _____ (\$125.00 Fee)

☐ Amendment to remove items from Special Privilege # _____ (No fee)

☐ Amendment for change of ownership for Special Privilege # _____ (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, telephone (414) 286-2454.
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee Comet Cafe Inc.

(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 1947 N Farwell Ave, 53202

(Street Address and Zip Code)

in the 3rd Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: grant permission for a dumpster enclosure

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): John A. Lucks

(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: _____

(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Comet Cafe Inc

(If applicable, as shown above)

Mailing Address (If different than property address above): _____

(OVER)

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

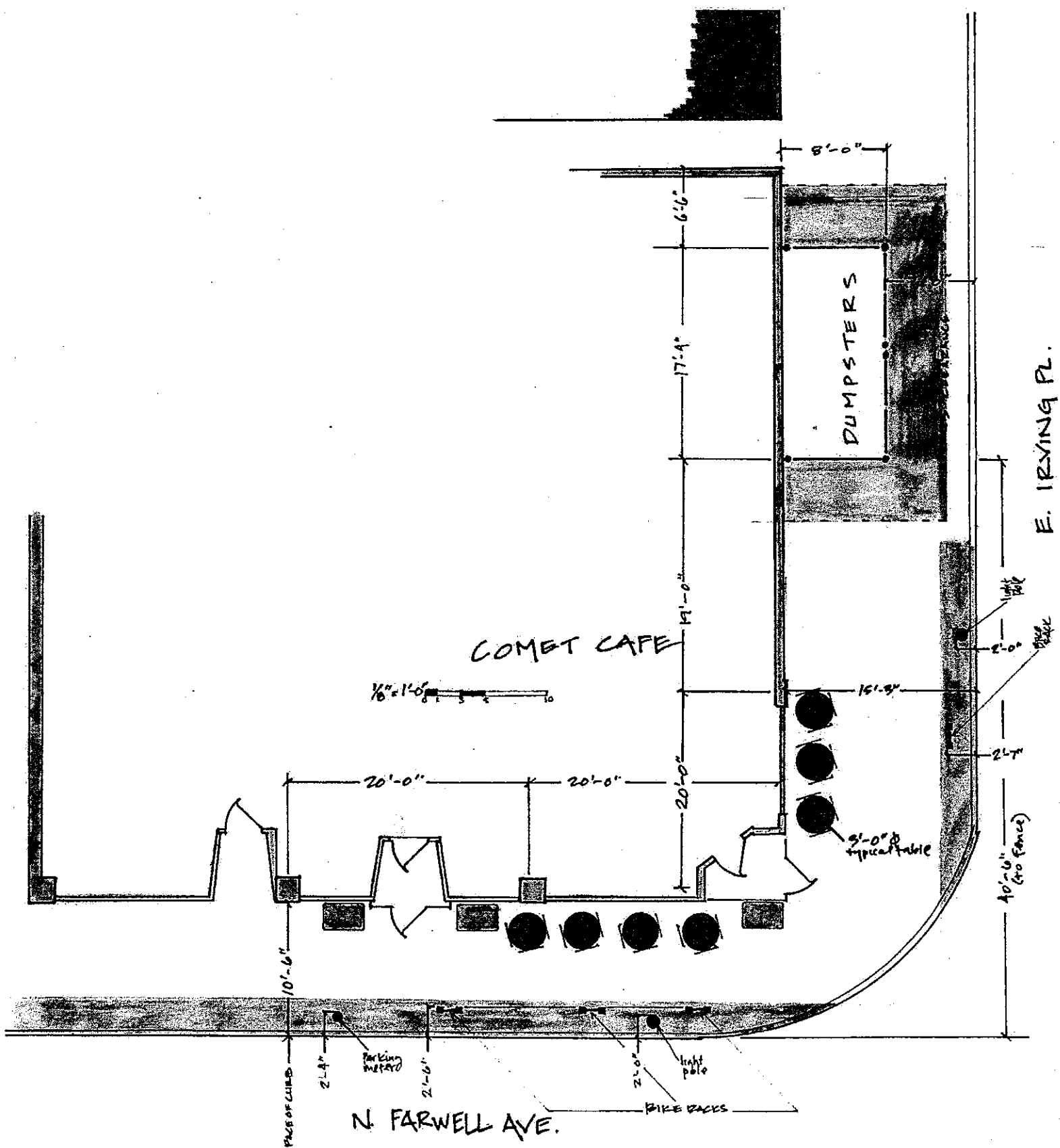
Architect/Engineer/Contractor (If Applicable)

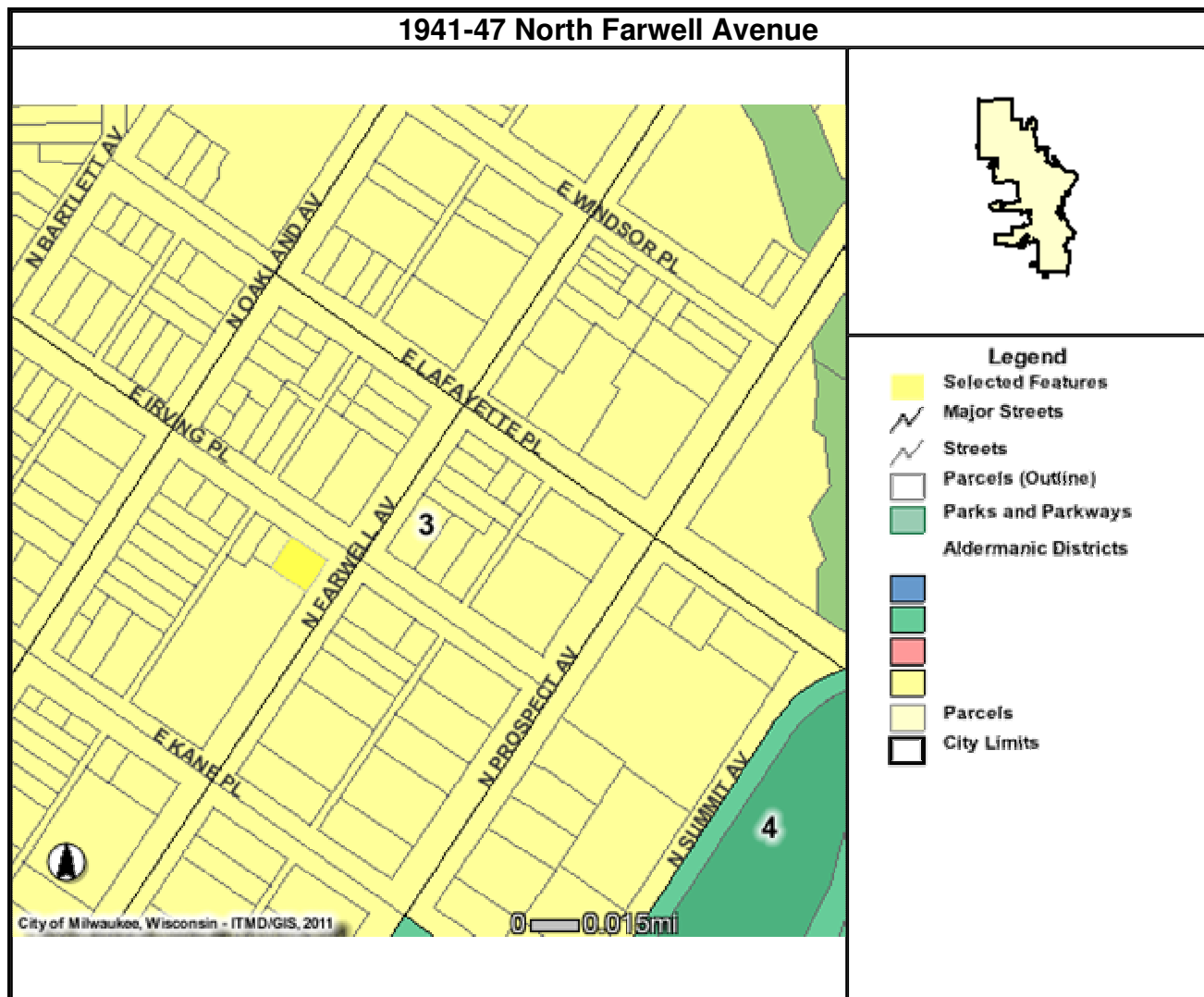
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____







CCF 100995

1941-47 North Farwell Avenue

5-12-2011

Looking southwesterly from East Irving Place at dumpster enclosure.



CCF 100995

1941-47 North Farwell Avenue

5-12-2011

Looking west from North Farwell Avenue at dumpster enclosure in south sidewalk area of East Irving Place.



CCF 100995

1941-47 North Farwell Avenue

5-12-2011

Looking east towards North Farwell Avenue at dumpster enclosure and recycling containers in south sidewalk area of East Irving Place. A 5-foot wide clear width for pedestrian traffic around the dumpster enclosure and recycling containers was observed and measured during a site visit.



CCF 100995

1941-47 North Farwell Avenue

5-12-2011

Looking south from East Irving Place at the west sidewalk area of North Farwell Avenue.

PW FILE NUMBER: 100995

[illegible]



Legislation Details (With Text)

File #: 100996 **Version:** 1

Type: Resolution **Status:** In Committee

File created: 11/23/2010 **In control:** PUBLIC WORKS COMMITTEE

On agenda: **Final action:**

Effective date:

Title: Substitute resolution amending a special privilege for change of ownership to Mental Health America of Wisconsin Inc for a building façade encroachment for the premises at 734 North 4th Street, in the 4th Aldermanic District.

Sponsors: THE CHAIR

Indexes: SPECIAL PRIVILEGE PERMITS

Attachments: Cover Letter, Petition, Map, Photo, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/23/2010	0	COMMON COUNCIL	ASSIGNED TO		
11/30/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

100996

Version

SUBSTITUTE 1

Reference

980161

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege for change of ownership to Mental Health America of Wisconsin Inc for a building façade encroachment for the premises at 734 North 4th Street, in the 4th Aldermanic District.

Analysis

This resolution amends a special privilege for change of ownership to Mental Health America of Wisconsin Inc for a building façade encroachment for the premises at 734 North 4th Street.

Body

Whereas, Mental Health Association in Milwaukee County Inc requested permission to keep and maintain a building façade projection in the public right-of-way; and

Whereas, Permission for said building facade was granted in 1998 under Common Council Resolution File Number 980161; and

Whereas, Mental Health America of Wisconsin Inc now owns the property, and

Whereas, For the liability for said building facade to be formally transferred to the applicant, the Common Council needs to adopt an amending resolution; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 980161 is hereby rescinded; and, be it

Further Resolved, That Mental Health America of Wisconsin Inc, 734 North 4th Street, Milwaukee, Wisconsin, 53203, is hereby granted the following special privilege:

To keep and maintain a building façade projecting 8 inches into the east-west alley in the block bounded by North 4th Street, North Old World Third Street, West Wells Street and West Wisconsin Avenue. The building façade, which is at minimum 8 feet above grade, commences at the eastline of North 4th Street and extends east 20 feet. Said building façade projects more than the 6 inches allowed under Section 245-4-15 of the Milwaukee Code of Ordinances.

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

Said building facade shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Mental Health America of Wisconsin Inc, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the Commissioner of Public Works a certificate of insurance indicating applicant holds a public liability policy in the sum of at least \$25,000 covering bodily injury to any one person and \$50,000 covering bodily injury to more than one person in any one accident and \$10,000 covering property damage to any one owner on the area or areas included within the special privilege and naming the City of Milwaukee as an insured. The insurance policy shall provide that it shall not be cancelled until after at least thirty days' notice in writing to the Commissioner of Public Works.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$72.47. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

May 18, 2011

100996

May 18, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 100996

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 100996, being a resolution to amend a special privilege for change of ownership to Mental Health America of Wisconsin Inc for a building façade encroachment for the premises at 734 North 4th Street.

In 1968, permission for a remodeled building façade to project 5 inches into the east sidewalk area of North 4th Street and 8 inches into the east-west alley abutting the property was originally granted under Common Council Resolution File Number 67-3932. A resolution changing the name of the grantee was passed in 1998. Subsequently, the Milwaukee Code of Ordinances has been revised to allow remodeled building facades to project 6 inches into the public right-of-way. In response to code revision, the attached resolution only addresses the building façade projecting 8 inches into the adjacent east-west alley.

We are not aware that the presence of said building facade has had an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will change the name of the grantee and allow said building façade to continue to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL:ns
Attachment

c: Alderman Robert Bauman



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (8/10)

SP 2532

- ☐ New application \$250.00 Fee
- ☐ Amendment to add items to Special Privilege # _____ (\$125.00 Fee)
- ☐ Amendment to remove items from Special Privilege # _____ (No fee)
- ☒ Amendment for change of ownership for Special Privilege # 1771 (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, telephone (414) 286-2454.
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee Mental Health America of Wisconsin
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 734 N 4th St
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: change of ownership for building façade
CLF 980161

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): Kristina Finnel, President/CEO
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: Kristina Finnel
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Mental Health America of Wisconsin
(If applicable, as shown above)

Mailing Address (If different than property address above): _____

(OVER)

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____

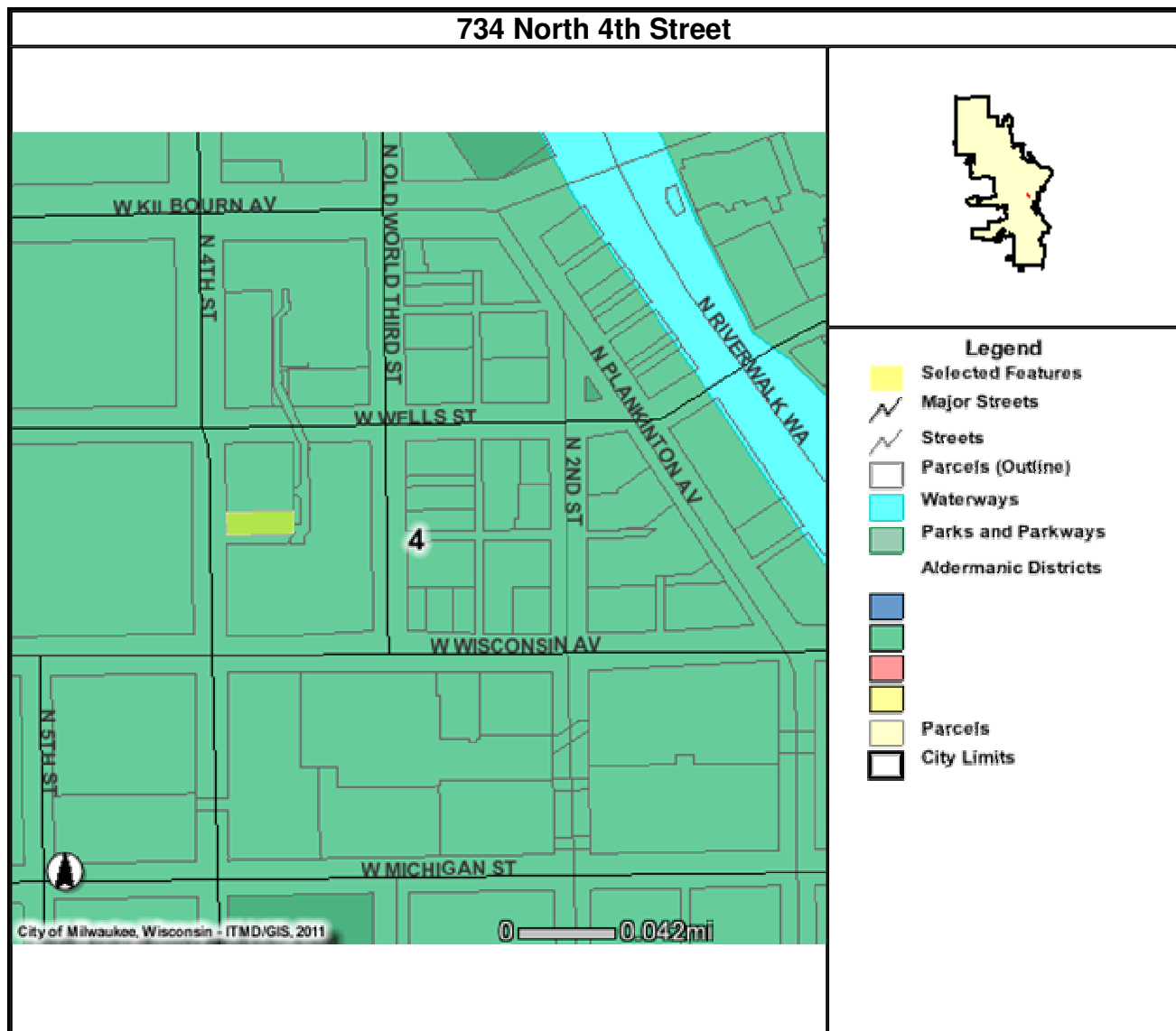
Architect/Engineer/Contractor (If Applicable)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail: _____





CCF 100996

734 North 4th Street

5-11-2011

Looking northwesterly across North 4th Street at the subject premises.

PW FILE NUMBER: 100996

[illegible]



Legislation Details (With Text)

File #:	101041	Version:	1
Type:	Resolution	Status:	In Committee
File created:	12/21/2010	In control:	PUBLIC WORKS COMMITTEE
On agenda:		Final action:	
Effective date:			
Title:	Substitute resolution granting a special privilege to JBC LLC for a covered walk, raised planter, and entrance step in the public right-of-way for the premises at 1007 North Cass Street, in the 4th Aldermanic District.		
Sponsors:	THE CHAIR		
Indexes:	SPECIAL PRIVILEGE PERMITS		
Attachments:	Cover Letter, Petition, Map, Photo, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
12/21/2010	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2010	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
5/26/2011	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

101041

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to JBC LLC for a covered walk, raised planter, and entrance step in the public right-of-way for the premises at 1007 North Cass Street, in the 4th Aldermanic District.

Analysis

This resolution grants a special privilege to JBC LLC for a covered walk, raised planter, and entrance step in the public right-of-way for the premises at 1007 North Cass Street.

Body

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

Whereas, A site visit revealed the presence of a raised planter and entrance step in the public right-of-way; and

Whereas, Said items may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that JBC LLC, c/o Shoreline Real Estate Company Inc, 1007 North Cass Street, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To construct and maintain a covered walk projecting 20 feet into the west, 22-foot wide sidewalk area of North Cass Street. The south edge of the 21-foot 6-inch wide covered walk is approximately 44 feet north of the northline of East State Street. Said covered walk is supported by the building on the west end and by four steel columns, two at the north edge and two at the south edge. The steel columns, which are bolted to pier foundations, are centered 20 feet and 15 feet east of the westline of North Cass Street.

The covered walk frame shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the sidewalk level. The covering shall be of approved material. All fixtures and materials for illumination of the covered walk shall be indicated on the construction plans and approved prior to installation. No sign or advertising device shall be hung from, attached to, printed or painted on any part of the storm enclosures. The name, street number, or character of the business may be indicated only on the vertical portion of the covering and shall not exceed 8 inches in height.

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

2. To construct and maintain a 2-foot tall raised planter surrounded by a 1-foot wide lannon stone retaining wall that projects into the west, 22-foot wide sidewalk area of North Cass Street and into the north, variable width sidewalk area of East State Street. On North Cass Street, the planter projects 3 feet into the public way, commences at a point approximately 5 inches south of the northline of East State Street and extends north 7 feet 11 inches. On East State Street, the planter projects about 5 inches into the public way, commencing at the westline of North Cass Street, and extends west 8 feet 8 inches.

3. To construct and maintain a concrete entrance step projecting 10 inches into the variable width, north sidewalk area of East State Street. Said 7-foot 6-inch long step is centered approximately 25 feet west of the westline of North Cass Street.

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

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, JBC LLC, shall:

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

3. Pay to the City Treasurer an annual fee, which has an initial amount of \$95.83. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

May 13, 2011

101041

May 13, 2011

To the Public Works Committee

Subject: Common Council Resolution File Number 101041

Dear Honorable Members:

Returned herewith is Common Council Resolution File Number 101041, being a resolution to grant a special privilege to JBC LLC for a covered walk, raised planter, and entrance step in the public right-of-way for the premises at 1007 North Cass Street.

The applicant is requesting permission to construct and maintain a 21-foot 6-inch wide covered walk in the west, 22-foot wide sidewalk area of North Cass Street. Said covered walk projects 19 feet into the public way and is centered approximately 55 feet north of the northline of East State Street. A site visit revealed the presence of a raised planter and concrete step in the public right-of-way. Said planter projects 3 feet into the west sidewalk area of North Cass Street for a length of 7 feet 11 inches and 5 inches into the variable width sidewalk area for a length of 8 feet 8 inches. The planter is surrounded by a 2-foot tall lannon stone retaining wall. Said concrete step projects 10 inches into the variable width north sidewalk area of East State Street and is centered approximately 25 feet west of the westline of North Cass Street.

We are not aware that the presence of said remaining items will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.
City Engineer

Jeffrey J. Mantes
Commissioner of Public Works

Art Dahlberg, Commissioner
Department of Neighborhood Services

MDL:ns
Attachment
c: Alderman Robert Bauman



PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (8/10)

SP _____

- ☒ New application \$250.00 Fee
- ☐ Amendment to add items to Special Privilege # _____ (\$125.00 Fee)
- ☐ Amendment to remove items from Special Privilege # _____ (No fee)
- ☐ Amendment for change of ownership for Special Privilege # _____ (No fee)

- File petition with the Department of Public Works, 841 North Broadway, Room 919, Milwaukee, WI 53202, telephone (414) 286-2454.
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

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

The Licensee Shoreline Real Estate Co. Inc.
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 1007 N. Cass St.
(Street Address and Zip Code)

in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Description of Special Privilege: CANOPY - AWNING

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print) Shoreline Real Estate Co. Inc.
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: [Signature]
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Shoreline Real Estate Co. Inc.
(If applicable, as shown above)

Mailing Address (If different than property address above): _____

(OVER)

City: Milwaukee State: WI Zip: 53202

Telephone: 414-271-6200 E-Mail: Bena@shoreline-rentalsite.com

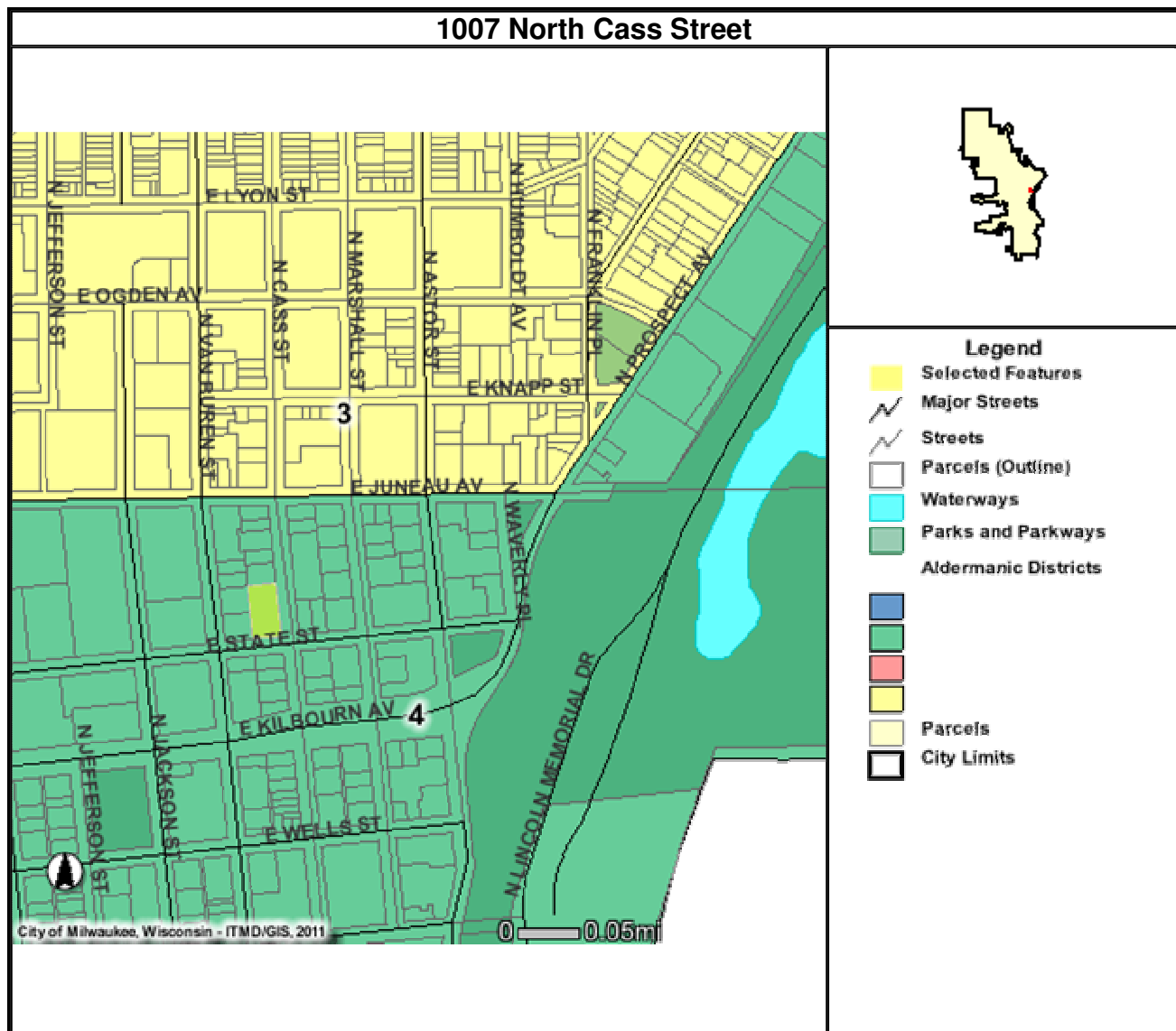
Architect/Engineer/Contractor (If Applicable)

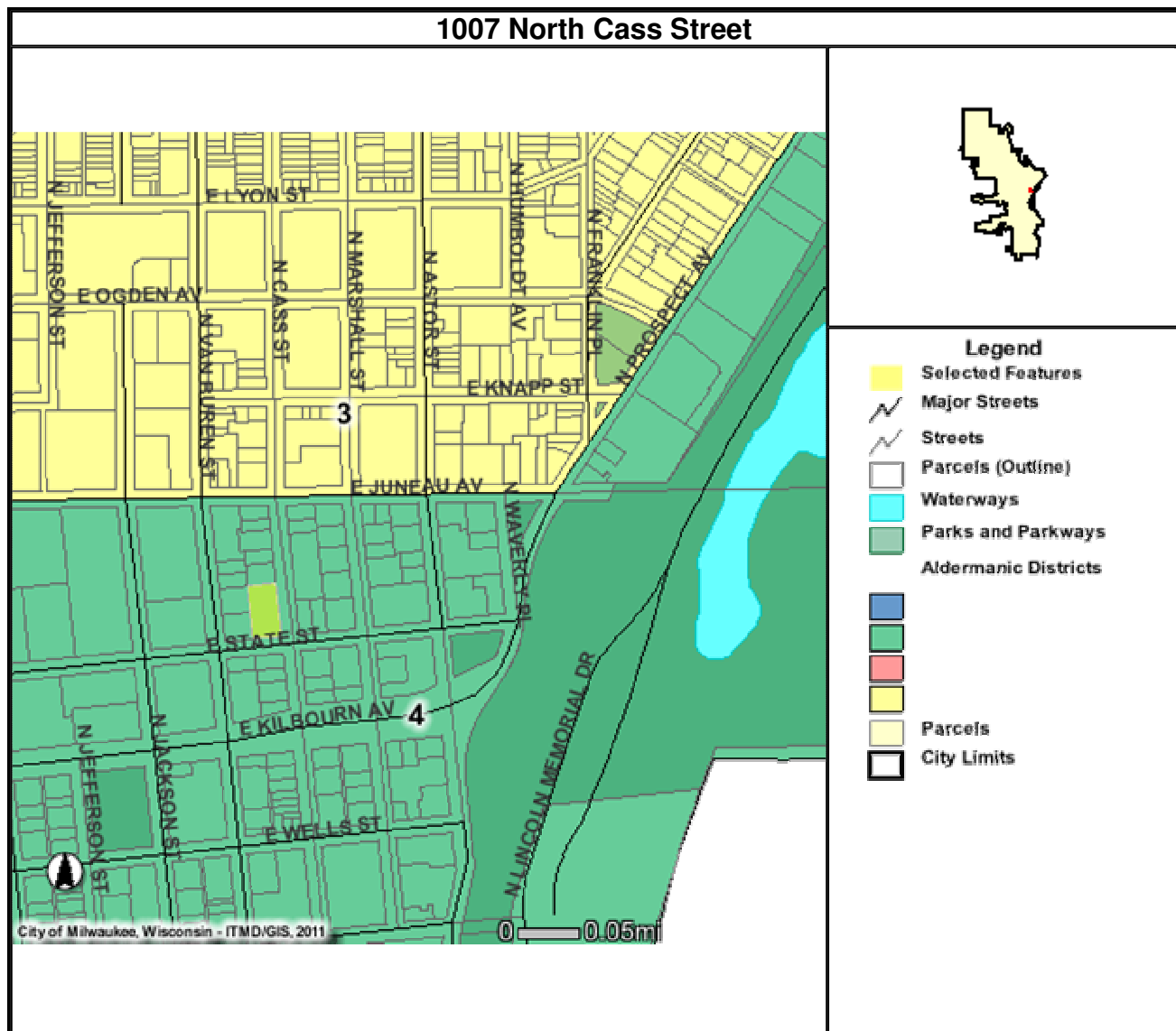
Name: Naegele Auning

Address: 1120 W LINCOLN

City: Milwaukee State: WI Zip: 53215

Telephone: 414-645-2962 E-Mail: wedrauning@sbcglobal.net







CCF 101041

1007 North Cass Street

5-6-2011

Looking west across North Cass Street at covered walk.



CCF 101041

1007 North Cass Street

5-6-2011

Looking south towards E State St at covered walk in west sidewalk area of N Cass St.



CCF 101041

1007 North Cass Street

5-6-2011

Looking northwest from East State Street at retaining wall projecting into the public right-of-way.



CCF 101041

1007 North Cass Street

5-6-2011

Looking west from Cass Street at north sidewalk area of E State St.



CCF 101041

1007 North Cass Street

5-6-2011

Looking north at entry step in north sidewalk area of East State Street.

PW FILE NUMBER: 101041

[illegible]