



# City of Milwaukee

City Hall  
200 East Wells Street  
Milwaukee, WI 53202

## Meeting Agenda PUBLIC WORKS COMMITTEE

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

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

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Wednesday, November 18, 2009

9:00 AM

Room 301-B, City Hall

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1. [090908](#) Resolution relative to approving the levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes.  
**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Hearing Notice List](#)
  
2. [090907](#) Resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes.  
**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Hearing Notice List](#)
  
3. [090909](#) Resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes.  
**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Hearing Notice List](#)
  
4. [090910](#) Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes.  
**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Hearing Notice List](#)
  
5. [090856](#) Resolution directing the proper City officers to execute an Electric Transmission Line Easement with American Transmission Company LLC, located at 2141 West Van Norman Avenue.  
**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Transmission Line Easement.PDF](#)  
[Hearing Notice List](#)

6. [090887](#) Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of South 2nd Street from West National Avenue to the Menomonee River in the 4th and 12th Aldermanic Districts at a total estimated cost of \$111,506.23, with an estimated grantor share of \$89,204.98, and an estimated City share of \$22,301.25.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Contract](#)  
[Comptroller's Certificate](#)  
[Hearing Notice List](#)

7. [090888](#) Resolution authorizing the Commissioner of Public Works and Comptroller to execute ten Project Agreements with the Wisconsin Department of Transportation for traffic signal and roadway improvements and to fund preliminary engineering for these ten projects in various Aldermanic Districts with a total estimated cost of \$293,000, with an estimated grantor share of \$263,701, and an estimated City share of \$29,299.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Agreements](#)  
[Comptroller's Certificate](#)  
[Hearing Notice List](#)

8. [090889](#) Resolution relative to the cost participation and installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project in the 13th Aldermanic District at a total estimated cost of \$195,326.21, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Sponsors:** Ald. Witkowski

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Contract](#)  
[Comptroller's Certificate](#)  
[Hearing Notice List](#)

9. [090890](#) Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of East State Street from North Edison Street to North Prospect Avenue in the 4th Aldermanic District at a total estimated cost of \$276,793.86, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Contract](#)  
[Comptroller's Certificate](#)  
[Hearing Notice List](#)

10. [090892](#) Resolution authorizing the proper city officials to execute amended Utility Agreements with the State of Wisconsin, Department of Transportation for work on City of Milwaukee facilities in conjunction with the North-South Mitchell Interchange (Collector Distributor Roads/West Layton Avenue Contract), with a total estimated cost of \$343,369.95, with an estimated Grantor's share of \$309,032.95 and an estimated City of Milwaukee share of \$34,337.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Agreements](#)  
[Comptroller's Certificate](#)  
[Hearing Notice List](#)

11. [090418](#) Substitute resolution amending a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Fiscal Note](#)  
[Special Privilege Petition and Drawing](#)  
[Letter from Department of Public Works](#)  
[Pictures](#)  
[Hearing Notice List](#)

12. [021739](#) A substitute ordinance to grant an airspace lease to Milwaukee School of Engineering for an existing elevated running track overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway, and to declare that such an airspace lease is in the public interest.

**Sponsors:** THE CHAIR

**Attachments:** [Air Space Lease Drawing.PDF](#)  
[Air Space Lease Petition.PDF](#)  
[Development Center Cover Letter.PDF](#)  
[Plat Map.PDF](#)  
[Fiscal note](#)  
[Agreement](#)  
[City Plan Commission Letter](#)  
[Letter from Special Committee on Air and Subterranean Lease Structures](#)  
[Hearing Notice List](#)

13. [090853](#) Resolution approving a Second Amendment to Lease Agreement with Verizon Wireless relating to extending the term of the lease from 4 to 6 additional periods of 5 years for the site at 3000 North Lincoln Memorial Drive.
- Sponsors:** THE CHAIR
- Attachments:** [Lease Agreement](#)  
[Fiscal Note](#)  
[Hearing Notice List](#)
14. [090891](#) Resolution authorizing the Commissioner of Public Works for the City Hall Foundation Restoration Project to use an alternate delivery method.
- Sponsors:** THE CHAIR
- Attachments:** [Hearing Notice List](#)
15. [090885](#) Resolution directing the Department of City Development to prepare a resolution to vacate the east-west and north-south alleys in the block bounded by North 20th Street, North 21st Street, West Lloyd Street extended and West Garfield Avenue, in the 15th Aldermanic District.
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note.doc](#)  
[Hearing Notice List](#)
16. [090537](#) Substitute resolution to vacate a portion of the north side of East Locust Street between North Dousman Street and the Milwaukee River, in the 3rd Aldermanic District.
- Sponsors:** THE CHAIR
- Attachments:** [Fiscal Note.doc](#)  
[Exhibit A.pdf](#)  
[City Plan Commission Letter.doc](#)  
[Hearing Notice List](#)
17. [090485](#) Resolution amending a special privilege for change of ownership to 531 Keefe, LLC for encroachment into the public right-of-way for two back-up driveways for the premises at 531 E. Keefe Avenue, in the 6th Aldermanic District.
- Sponsors:** THE CHAIR
- Attachments:** [Special Privilege Petition](#)
- May be placed on file as no longer needed.*

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

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

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

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

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



## Legislation Details (With Text)

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**File #:** 090908      **Version:** 0

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

**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

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

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090908

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Requestor**

INFRASTRUCTURE SERVICES DEPARTMENT

**Drafter**

MLD:dr

Report 4

10/30/09

"REVISED"

**OFFICIAL NOTICE NUMBER 31  
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:

**WEDNESDAY  
NOVEMBER 18, 2009  
ROOM 301-B - CITY HALL  
9:00 A.M.**

**3rd Aldermanic District**

**N. Cambridge Ave. - E. Locust St. to E. Kenwood Blvd. (ST211100138):** Install traffic calming speed humps.

**6th Aldermanic District**

**N. 3rd St. - W. Concordia Ave. to W. Keefe Ave. (ST211100139):** Install traffic calming speed humps.

**10th Aldermanic District**

**N. 52nd St. - W. Vliet St. to W. Washington Blvd. (ST211100130):** Install traffic calming speed humps.

**W. Vienna Av. - N. 66th St. to N. 68th St. (including N. 66th St. - W. Vienna St. to W. Melvina St.) (ST211080151):** Install traffic calming speed humps.

**11th Aldermanic District**

**Alley between W. Cleveland Ave., W. Fremont Pl., S. 63rd St. and S. 67th St. (ST211100136):** Install traffic calming speed humps.

**14th Aldermanic District**

**S. Brisbane Ave. - E. Deer Pl. to E. Clarence St. (ST211100134):** Install traffic calming speed humps.

**15th Aldermanic District**

**W. Lloyd St. - N. 11th St. to N. 13th St. (ST211100135):** Install traffic calming speed humps.

**N. 29th St. - W. Brown St. to W. North Ave. (ST211100129):** Install traffic calming speed humps.

**N. 46th St. - W. North Ave. to W. Meinecke Ave. (ST211100133):** Install traffic calming speed humps.

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

This notice is published by authority of the Common Council of the City of Milwaukee in accordance with Section 66.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115.42 of the Milwaukee Code of Ordinances.

Office of the City Clerk, Milwaukee

RONALD D. LEONHARDT,  
City Clerk.

November 2, 2009

10749087/11-3

October 30, 2009

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.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Afr 4  
Report Appended

**PW FILE NUMBER: 090908**

<b>NAME</b>	<b>ADDRESS</b>	<b>DATE SENT</b>		
Mary Dziewiontkowski	DPW-Infra.	11/10/09		
Ald. Kovac		X		
Ald. Coggs		X		
Ald. Murphy		X		
Ald. Dudzik		X		
Ald. Zielinski		X		
ALd. Hines				



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090907**

**File ID:** 090907

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** PUBLIC WORKS  
COMMITTEE

**Requester:** COMMON COUNCIL

**Cost:**

**File Created:** 11/03/2009

**File Name:**

**Final Action:**

**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 \$421,500 for a total estimated cost of these projects being \$3,441,400.

### Notes:

### Code Sections:

### Agenda Date:

**Indexes:** PUBLIC IMPROVEMENTS

### Agenda Number:

**Sponsors:** THE CHAIR

### Enactment Date:

**Attachments:** Cover Letter, Hearing Notice List, Fiscal note

### Enactment Number:

**Drafter:** mld

### Effective Date:

**Contact:**

### Extra Date 2:

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	11/03/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	<b>Action Text:</b> This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	11/10/2009	HEARING NOTICES SENT		11/18/2009		
0	PUBLIC WORKS COMMITTEE	11/18/2009					

## Text of Legislative File 090907

..Number

090907

..Version

SUBSTITUTE 1

..Sponsor

THE CHAIR

..Title

Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to

be \$421,500 for a total estimated cost of these projects being \$3,441,400.

..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 \$421,500 with the total cost estimated to be \$3,441,400.

..Body

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

1st Aldermanic District

N. 34th St. - W. Capitol Dr. to W. Hopkins St. (ST211110113): 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 -- \$25,000). The total estimated cost for this project including the requested amount is \$207,000. This project is anticipated to be completed during the 2011 construction season.

2nd Aldermanic District

N. 56th St. - W. Keefe Ave. to W. Capitol Dr. (ST211110115): 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 -- \$50,000). The total estimated cost for this project including the requested amount is \$425,000. This project is anticipated to be completed during the 2011 construction season.

N. 97th St. - W. Carmen Ave. to W. Flagg Ave. (ST211110123): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$6,000). The total estimated cost for this project including the requested amount is \$48,000. This project is anticipated to be completed during the 2011 construction season.

N. 98th St. - W. Carmen Ave. to W. Flagg Ave. (ST211110124): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$39,000. This project is anticipated to be completed during the 2011 construction season.

5th Aldermanic District

W. Auer Ave. - N. 84th St. to N . 86th St. (ST211110125): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$115,000. This project is anticipated to be completed during the 2011 construction season.

W. Courtland Ave. - W. Potomac Ave. to N. 84th St. (ST211110126): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$9,000). The total estimated cost for this project including the requested amount is \$65,000. This project is anticipated to be completed during the 2011 construction season.

W. Courtland Ave. - N. 76th St. to W. Appleton Ave. (ST211110127): 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 -- \$40,000). The total estimated cost for this project including the requested amount is \$293,000. This project is anticipated to be completed during the 2011 construction season.

N. 81st St. - W. Fiebrantz Ave. to W. Hope Ave. (ST211110120): 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 -- \$13,000). The total estimated cost for this project including the requested amount is \$96,000. This project is anticipated to be completed during the 2011 construction season.

N. 83rd St. - W. Congress St. to W. Ruby Ave. (ST211110122): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$113,000. This project is anticipated to be completed during the 2011 construction season.

N. 83rd St. W. Lorraine Pl. to W. Locust St. (ST211110121): 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 -- \$20,000). The total estimated cost for this project including the requested amount is \$146,000. This project is anticipated to be completed during the 2011 construction season.

#### 7th Aldermanic District

N. 29th St. - W. Melvina St. to W. Capitol Dr. (ST21110118) File Number 051657: 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 -- \$30,000). The total estimated cost for this project including the requested amount is \$245,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th Aldermanic District

S. 36th St. - W. Becher St. to W. Burnham St. (ST211110114): 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 -- \$25,000). The total estimated cost for this project including the requested amount is \$210,000. This project is anticipated to be completed during the 2011 construction season.

#### 10th Aldermanic District

N. 58th St. - A point south of W. Valley Forge Dr. to W. Valley Forge Dr. (ST211110105): 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 -- \$6,500). The total estimated cost for this project including the requested amount is \$90,000. This project is anticipated to be completed during the 2011 construction season.

S. 66th St. - W. Dickinson St. to W. Main St. (ST211110116): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$9,000). The total estimated cost for this project including the requested amount is \$72,000. This project is anticipated to be completed during the 2011 construction season.

#### 11th Aldermanic District

W. Crawford Ave. - S. 73rd St. to S. 75th St. (ST211030109) File Number 060030: 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 -- \$7,000, Additional Funds). The total estimated cost for this project including the requested amount is \$108,400. This project

is anticipated to be completed during the 2009 construction season.

S. 53rd St. - W. Tesch Ave. to W. Howard Ave. (ST211050135) File Number 050224: 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 -- \$20,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

S. 67th St. - W. Cleveland Ave. to W. Fremont Pl. (ST211110117): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$6,000). The total estimated cost for this project including the requested amount is \$43,000. This project is anticipated to be completed during the 2011 construction season.

S. 78th St. - W. Verona Ct. to W. Ohio Ave. (ST211110118): 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 -- \$20,000). The total estimated cost for this project including the requested amount is \$150,000. This project is anticipated to be completed during the 2011 construction season.

S. 80th St. - W. Morgan Ave. to W. Oklahoma Ave. (ST211110119): 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 -- \$50,000). The total estimated cost for this project including the requested amount is \$410,000. This project is anticipated to be completed during the 2011 construction season.

#### 12th and 14th Aldermanic Districts

S. 5th St. - W. Lincoln Ave. to W. Becher St. (ST211110112): 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 -- \$30,000). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2011 construction season.

#### 13th Aldermanic District

S. 2nd St. - A point south of W. Norwich St. to W. Howard Ave. (ST211110111): 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 -- \$20,000). The total estimated cost for this project including the requested amount is \$166,000. This project is anticipated to be completed during the 2011 construction season.

; and, be it

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

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

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

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

Further Resolved, That the City Comptroller is authorized and directed to transfer such funds which are

available for this purpose to the appropriate capital Project/Grant accounts.

..Requestor  
Infrastructure Services Division  
..Drafter  
MLD:dr  
Apr 4  
11/13/09

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: November 13, 2009

FILE NUMBER: 090907

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$421,500 for a total estimated cost of these projects being \$3,441,400.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dzewiontkoski/Assessment Engineer/Public Works/2460

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER PAVING	St211		\$421,500		
<b>TOTALS:</b>			<b>\$421,500</b>		

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

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

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


H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$421,500.*


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

October 30, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various assessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of November 18, 2009.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Apr 4





# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 090909**

**File ID:** 090909

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** PUBLIC WORKS  
COMMITTEE

**Requester:** DPW-INFRASTRUCT  
URE SERVICES  
DIVISION

**Cost:**

**File Created:** 11/03/2009

**File Name:**

**Final Action:**

**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 \$104,000 for a total estimated cost of these projects being \$1,465,000.

**Notes:**

**Code Sections:**

**Agenda Date:**

**Indexes:** PUBLIC IMPROVEMENTS

**Agenda Number:**

**Sponsors:** THE CHAIR

**Enactment Date:**

**Attachments:** Cover Letter, Hearing Notice List, Fiscal note

**Enactment Number:**

**Drafter:** mld

**Effective Date:**

**Contact:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	11/03/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	<b>Action Text:</b>		This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE				
0	PUBLIC WORKS COMMITTEE	11/10/2009	HEARING NOTICES SENT		11/18/2009		
0	PUBLIC WORKS COMMITTEE	11/18/2009					

### Text of Legislative File 090909

..Number  
090909  
..Version  
SUBSTITUTE 1  
..Sponsor  
THE CHAIR  
..Title

Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$104,000 for a total estimated cost of these projects being \$1,465,000.

..Analysis

This resolution authorizes engineering studies on projects which by City Charter are nonassessable. After design plans and estimates of costs have been prepared, a resolution authorizing construction will be submitted to the Common Council. The City cost for engineering these projects is estimated to be \$104,000 with the total cost estimated to be \$1,465,000.

..Body

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

1st Aldermanic District

W. Atkinson Ave. (north side) - N. 20th St. to N. 21st St. (SM495090099): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$108,000. This project is anticipated to be completed during the 2010 construction season.

4th Aldermanic District

N. Plankinton Ave. - W. Wisconsin Ave. to W. Wells St. (WT410091028): Relaying water main. (Nonassessable Water Fund -- \$15,000). The total estimated cost for this project including the requested amount is \$400,000. This project is anticipated to be completed during the 2010 construction season.

6th Aldermanic District

E. North Ave. - N. Buffum St. to N. Hubbard St. (SM495090098): Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$110,000. This project is anticipated to be completed during the 2010 construction season.

8th Aldermanic District

W. Montana St. - S. 29th St. to S. 33rd St. (SM495090096): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$356,000. This project is anticipated to be completed during the 2010 construction season.

10th Aldermanic District

W. Brooklyn Pl. - N. 55th St. to N. 58th St. (SM495090095): Relaying sanitary and storm sewers. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$139,000. This project is anticipated to be completed during the 2010 construction season.

N. 55th St. - 130 feet m/l south of W. Wright St. to W. Mount Ct. (SM495090097): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$140,000. This project is anticipated to be completed during the 2010 construction season.

N. 57th St. - W. Appleton Ave. to W. Center St. (SM495080023): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$97,000. This project is anticipated to be completed during the 2010 construction season.

S. 88th St. - 340 feet m/l south of W. Adler St. to W. Adler St. (SM495090104): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project

including the requested amount is \$75,000. This project is anticipated to be completed during the 2010 construction season.

City of Greenfield

S. 51st St. - W. Loomis Rd. to W. Grange Ave. (WT410100019): Hydrant alteration. (Nonassessable Water Fund -- \$5,000). The total estimated cost for this project including the requested amount is \$40,000. This project is anticipated to be completed during the 2010 construction season.

; and, be it

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

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

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

..Requestor  
Infrastructure Services Division  
..Drafter  
MLD:dr  
Npr 4  
11/13/09

# CITY OF MILWAUKEE FISCAL NOTE

A) **DATE** November 13, 2009

**FILE NUMBER:** 090909

Original Fiscal Note  Substitute

**SUBJECT:** Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$104,000 for a total estimated cost of these projects being \$1,465,000.

B) **SUBMITTED BY (Name/title/dept./ext.):** Mary Dzewiontkoski/Assessment Engineer/Public Works/X2460

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>OTHER:</b>	Water WT4100		\$ 20,000		
	Sewer SM4950		\$ 84,000		
<b>TOTALS</b>			<b>\$104,000</b>		

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

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

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

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H) **COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:** The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of these projects is estimated to be \$104,000.

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PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

October 30, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for determining it necessary to make various nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of November 18, 2009.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Npr 4





## Legislation Details (With Text)

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**File #:** 090910      **Version:** 0

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

**File created:** 11/3/2009      **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.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090910

**Version**

ORIGINAL

Reference

**Sponsor**

THE CHAIR

**Title**

Resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes.

**Requestor**

INFRASTRUCTURE SERVICES DIVISION

**Drafter**

MLD:dr

10/30/09

Nfr 4

October 30, 2009

File Number

To the Honorable, the Common Council

Dear Council Members:

Please find attached a "Title Only" resolution for approving construction of nonassessable public improvements to be introduced at the next Common Council Meeting. It is our intent to insert the body of the resolution in this jacket prior to the meeting of the Public Works Committee of November 18, 2009.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Nfr 4





## Legislation Details (With Text)

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**File #:** 090856      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**  
**Title:** Resolution directing the proper City officers to execute an Electric Transmission Line Easement with American Transmission Company LLC, located at 2141 West Van Norman Avenue.  
**Sponsors:** THE CHAIR  
**Indexes:** EASEMENTS  
**Attachments:** Cover Letter, Fiscal Note, Transmission Line Easement.PDF, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090856

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Resolution directing the proper City officers to execute an Electric Transmission Line Easement with American Transmission Company LLC, located at 2141 West Van Norman Avenue.

**Analysis**

This resolution directs the proper City officers to execute an easement for the movement of overhead electric transmission lines over the City-owned parcel at 2141 West Van Norman Avenue during extreme wind conditions.

**Body**

Whereas, The Mitchell Interchange reconstruction will result in American Transmission Company LLC relocating their electric transmission lines south of their present location in the area east of South 27<sup>th</sup> Street; and

Whereas, American Transmission Company has requested that the City grant an easement over part of the parcel located at 2141 West Van Norman Avenue, to allow for maximum wire blowout during extreme wind conditions; and

Whereas, Said easement is located over land presently owned by the City of Milwaukee; and

Whereas, There will be no structures installed in the easement area; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the proper City officers are hereby directed to execute the Electric Transmission Line Easement located at 2141 West Van Norman Avenue, said agreement being attached to this Common Council Resolution File Number 090856 and incorporated in this resolution by reference as though set forth in full; and, be it

Further Resolved, That after said agreement documents have been executed by the proper City officers, they shall be forwarded to the office of the City Attorney for approval as to form and execution and then to the Department of Public Works for recording and proper distribution.

Drafter

Department of Public Works  
Infrastructure Services Division  
Environmental Section

TJT: rtp

October 21, 2009

October 21, 2009

To the Honorable, the Common Council

Dear Council Members:

American Transmission Company LLC (ATC) desires to obtain an easement over the City-owned parcel at 2141 West Van Norman Avenue. This easement will allow for maximum wire blowout (movement of wires) during extreme wind conditions for electric transmission lines owned by ATC. There will be no structures installed on this parcel. Attached is a resolution authorizing and directing the proper City Officers to execute an Electric Transmission Line Easement with American Transmission Company LLC.

We recommend adoption of the attached resolution.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

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

TJT: rtp

Attachment

RTP: 3-5

**CITY OF MILWAUKEE FISCAL NOTE**

CC-170 (REV. 6/86)  
Ref: GEN\FISCALNT.MST

A) DATE: October 21, 2009  
NUMBER:

FILE

Original Fiscal Note  Substitute

SUBJECT: Resolution authorizing and directing the proper City officers to execute an Electric Transmission Line Easement located at 2141 West Van Norman Avenue.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, P.E./City Engineer/Public Works/2400

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

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

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

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX

N/A

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

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

N/A

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

N/A

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**Electric Transmission Line  
Easement  
Wis. Stat. Sec 182.017(7)  
Wis. Stat. Sec. 196.491(3e)**

Document Number

Please return Document to:

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

An irregularly shaped easement  
located at 2141 West Van Norman  
Avenue

Recording Area

598-0229-000-9

Parcel ID Number

**EASEMENT**

**THIS INDENTURE**, Made by and between the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantor", and AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company, (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter referred to as "Grantee".

**WITNESSETH**

That, **WHEREAS**, The Grantee desires to acquire a permanent EASEMENT for overhead transmission lines to provide minimum clearance of overhead electric transmission lines over and across the property described below during movement of wires due to extreme wind conditions as shown on the attached drawing, marked Exhibit "B", and made a part of this document;

**NOW, THEREFORE**, in consideration of the grant of the EASEMENT for transmission line clearance purposes hereinafter described and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner interested in the land hereinafter described, does hereby grant unto the Grantee a permanent EASEMENT for overhead transmission lines to provide minimum clearance for the electric transmission lines during movement of wires during extreme wind conditions, over and across property owned by the Grantor in the SW ¼ of Section 19, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows, to wit:

Beginning at the southeast corner of Parcel "D", Block 7 of Villa Mann No. 3 subdivision;  
Thence Northerly 10.62 feet along the arc of a curve to the right, also being the west line of land dedicated to the Public for Open Area and Drainage Purposes, with a radius of 953.00 feet and a chord bearing North 00° 50' 13" East 10.62 feet;  
Thence North 86° 04' 12" East 60.23 feet to the east line of said dedicated land;

Thence Southerly along said east line 15.30 feet along the arc of a curve to the left, with a radius of 893.00 feet and a chord bearing South 01° 00' 29" West 15.30 feet to the south line of said dedicated land;  
Thence North 89° 28' 37" West 59.98 feet to the point of beginning.

The above described permanent EASEMENT is a part of Tax Key Number 598-0229-000-9.

**UPON CONDITION:**

1. Grantor retains all property rights other than those specifically excepted in this document.
2. Grantor owns and maintains a 48" storm sewer in the EASEMENT area. Grantee shall not erect a fence or any other structures in the EASEMENT area which interfere with Grantor's access to the EASEMENT area. Grantor shall have access to EASEMENT at all times. That Grantor reserves unto itself the rights to enter into the aforescribed property to operate, maintain, inspect, repair or reconstruct the existing storm sewer and appurtenances.
3. That Grantor shall not locate any dwelling or mobile home intended for residential occupancy within the limits of the EASEMENT area. Grantor shall not construct, install, or erect any structures, including, but not limited to swimming pools, construct non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, or change the grade more than two (2) feet without first securing the prior written consent of the Grantee.
4. The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" and "B" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee.
5. Grantor shall not be responsible for, and Grantee shall hold Grantor harmless from and against, any penalties, claims, demands, liabilities, expenses (including, but not limited to, attorney's fees), injury to persons or property caused by exercise of Grantee of the rights granted to it hereunder.
6. As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five (5) days to review such materials.

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

Signed and sealed in presence of:

CITY OF MILWAUKEE

By: \_\_\_\_\_  
Thomas M. Barrett, Mayor

By: \_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

COUNTERSIGNED

By: \_\_\_\_\_  
W. Martin Morics, Comptroller



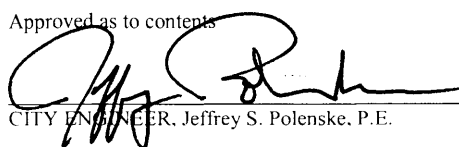


**EXHIBIT "A"**  
**[WI Sta. 182.017(7)]**

1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
  - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  - c) Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
  - d) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
  - e) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
  - f) Repair any drainage tile line within the easement damaged by such construction or maintenance.
  - g) Pay for any crop damage caused by such construction or maintenance.
  - h) Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.
3. The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
4. The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
5. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

This instrument was drafted by the City of Milwaukee.

Approved as to contents

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

10/21/09  
\_\_\_\_\_  
Date

Approved as to form and execution

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

\_\_\_\_\_  
Date

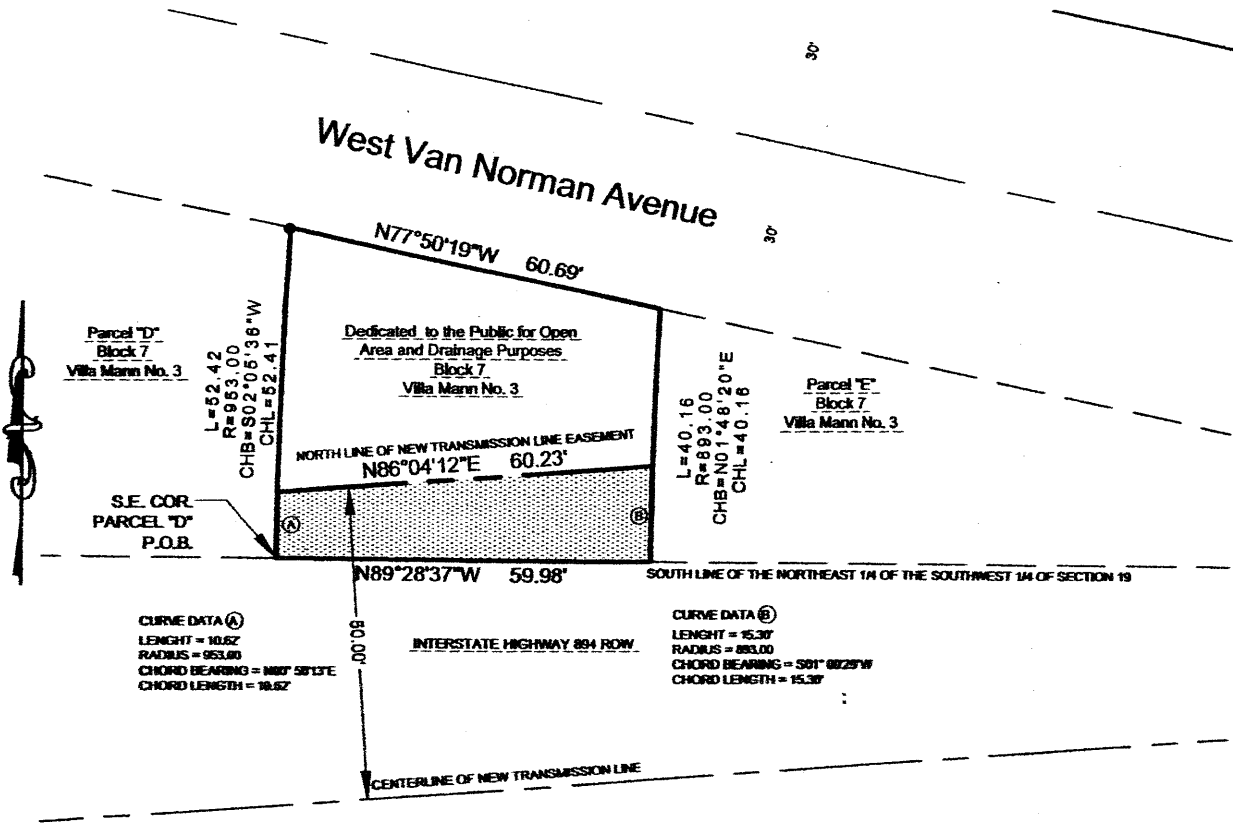
# EASEMENT DESCRIPTION MAP

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC  
 N19 W23993 RIDGEVIEW PKWY. W.  
 WAUKESHA, WI 53188

GRANTOR: CITY OF MILWAUKEE  
 2141 W. VAN NORMAN AVE.  
 MILWAUKEE, WI 53202  
 TAX PARCEL NO. 598-0229-9

A Transmission Line Easement which crosses a part of the grantor's premises in the Southwest Quarter (SW 1/4) of Section 19, T06N-R22E, in the City of Milwaukee, Milwaukee County, Wisconsin described as:

**Beginning at the Southeast corner of Parcel "D", Block 7 of Villa Mann No. 3 subdivision; thence northerly 10.62' along the arc of a curve to the right, also being the West line of land dedicated to the Public for Open Area and Drainage Purposes, with a radius of 953.00' and a chord bearing N00°50'13"E, 10.62'; thence N86°04'12"E, 60.23' to the East line of said dedicated land; thence southerly along said East line 15.30' along the arc of a curve to the left, with a radius of 893.00' and a chord bearing S01°00'29"W, 15.30' to the South line of said dedicated land; thence N89°28'37"W, 59.98' to the Point of Beginning and being more particularly described as shown below containing 777 square feet or 0.018 Acres +/- and subject to restrictions, reservations, rights of way, and easements of record.**



**CURVE DATA (A)**  
 LENGTH = 10.62  
 RADIUS = 953.00  
 CHORD BEARING = N00°50'13"E  
 CHORD LENGTH = 10.62

**CURVE DATA (B)**  
 LENGTH = 15.30  
 RADIUS = 893.00  
 CHORD BEARING = S01°00'29"W  
 CHORD LENGTH = 15.30

**LEGEND**

- TRANSMISSION EASEMENT
- - - TRANSMISSION RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE
- SECTION LINE
- PROPERTY LINE
- ROAD RIGHT OF WAY LINE

**MAP KEY**

ATC TRANSMISSION LINE EASEMENT = 0.018 ACRES +/-

NOTE: BEARINGS BASED UPON THE MILWAUKEE COUNTY COORDINATE SYSTEM.

AECOM



- LEGEND**
- - Found Iron
  - - Set 5/8" Iron W/P.S. Cap #: S-1704
  - - Found Concrete Monument
  - - Set Concrete Monument
  - R - RECORDED
  - M - MEASURED

Drawn :	BFG
Date:	02/25/2009
Scale:	1" = 30'
PROJECT NUMBER	200800259
SHEET NUMBER	1 OF 1

REVISIONS

X:\Projects\200800259-1400\dwg\G200800259-1400 TAKE.dwg: 2/26/2009 3:46:42 PM; GLASCZY, BRIAN

847.279.2500  
 www.aecom.com  
 Copyright © 2008 By: SIS





## Legislation Details (With Text)

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**File #:** 090887      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of South 2nd Street from West National Avenue to the Menomonee River in the 4th and 12th Aldermanic Districts at a total estimated cost of \$111,506.23, with an estimated grantor share of \$89,204.98, and an estimated City share of \$22,301.25.

**Sponsors:** THE CHAIR

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

**Attachments:** Cover Letter, Fiscal Note, Contract, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
090887

**Version**  
ORIGINAL  
**Reference**

**Sponsor**  
THE CHAIR

**Title**  
Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River in the 4<sup>th</sup> and 12<sup>th</sup> Aldermanic Districts at a total estimated cost of \$111,506.23, with an estimated grantor share of \$89,204.98, and an estimated City share of \$22,301.25.

**Analysis**  
This resolution authorizes the Commissioner of Public Works and Comptroller to enter into a funding agreement with the Wisconsin Department of Transportation for installation of traffic control improvements in conjunction with the paving of South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River in the 4<sup>th</sup> and 12<sup>th</sup> Aldermanic Districts at a total estimated cost of \$111,506.23, with an estimated grantor share of \$89,204.98, and an estimated City share of \$22,301.25, and to install these improvements upon execution of the agreement. This resolution also authorizes the Comptroller to establish and transfer funds to the appropriate accounts for the project. The total estimated cost of the entire project is \$2,366,830.35, with a grantor share of \$1,652,735.16 and a City share of \$714,095.19.

**Body**  
Whereas, The Project Agreement for the paving of South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River was approved by the Common Council under File Number 010810; and

Whereas, The Surface Transportation Program provides cost participation for traffic control improvements in conjunction with the paving of highways located on the Federal/State Aid Highway System; and

Whereas, The total estimated cost of this project is \$111,506.23 for the alteration and upgrade of traffic control signals and the upgrade of traffic control signs; and

Whereas, Twenty percent of the participating costs, or \$22,301.25, is not reimbursable and is included in the Division's 2010 Capital Purpose Project/Grant Number ST320090000; and

Whereas, Eighty percent of the participating project cost, or \$89,204.98, is reimbursable from the Wisconsin Department of Transportation (WISDOT), and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032090100; and

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

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the Comptroller are authorized to enter into a funding agreement and are directed to execute the contract with WISDOT for the installation of traffic control facilities in conjunction with the improvements to South 2<sup>nd</sup> Street from West National

Avenue to the Menomonee River with unit prices based on a predetermined estimate prepared under the Federal/State aided highway program, a copy of which is attached to this resolution, and is incorporated into this resolution as though set forth in full; and be it

Further Resolved, That upon approval of this contract, that the Commissioner of Public Works is directed to install and modify traffic control facilities in conjunction with the improvements to South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River; and, be it

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

Location:

Project I.D.-2245-01-90

South 2<sup>nd</sup> Street - West National Avenue to the Menomonee River

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320090000

\$22,301.25

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032090100

\$89,204.98

Total-\$111,506.23

Previously Authorized for Traffic Control Improvements-\$0

Current Estimated Cost of the Total Project Including this Resolution-\$2,366,830.35.

Original Estimated Cost of the Total Project (Common Council Resolution File Number 010810)-\$1,832,420.00

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

RWB: ns

October 27, 2009

South 2<sup>nd</sup> Street (West National Avenue to the Menomonee River)

October 27, 2009

To the Honorable, the Common Council

Subject: 2010 Capital Improvements Program  
South 2<sup>nd</sup> Street  
West National Avenue to the Menomonee River

Dear Council Members:

The 2010 Capital Improvement Program includes the improvement of traffic control devices under the Surface Transportation Program in conjunction with the improvements to South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River. The Federal Program provides cost participation for the improvement of traffic control devices in conjunction with the highway paving.

The total estimated cost of the project is \$111,506.23. Eighty percent of the total cost, or \$89,204.98, will be funded by the Wisconsin Department of Transportation (WISDOT). The local share, or \$22,301.25, will be provided through the Division's existing Capital Improvement Program.

We have, therefore, prepared the attached resolution, which authorizes the Commissioner of Public Works to execute a Local Force Account (LFA) – Local contract with WISDOT that allows City forces to install and/or modify traffic control facilities in conjunction with the improvement of South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River in the 4<sup>th</sup> and 12<sup>th</sup> Aldermanic Districts.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns

Attachment

c: Honorable Robert J. Bauman  
Honorable James N. Witkowiak

**CITY OF MILWAUKEE FISCAL NOTE**

CC-170 (REV. 6/86)  
Ref: GEN\FISCALNT.MST

A) DATE: October 27, 2009

FILE NUMBER:

Original Fiscal Note  Substitute

**SUBJECT:** Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of South 2<sup>nd</sup> Street from West National Avenue to the Menomonee River in the 4<sup>th</sup> and 12<sup>th</sup> Aldermanic Districts at a total estimated cost of \$111,506.23, with an estimated grantor share of \$89,204.98, and an estimated City share of \$22,301.25.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, City Engineer, DPW, ext. 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Grantor Reimbursable Cash Traffic Control (0306)	SP032090100	\$89,204.98	\$89,204.98	
	Capitol Project Funds (0333)	ST320090000	\$22,301.25	\$0.00	
TOTALS:			\$111,506.23	\$89,204.98	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures \$111,506.23	Revenue \$89,204.98
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:
Unit Prices

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2445-01-90	Contract Amount \$111,506.23	<b>Contract between WDOT and Local Governmental Unit</b> <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County – Who is doing the work
Road Name S. 2 <sup>nd</sup> St. - W. National Av. to the Menomonee River		
Highway	County – Where Work Performed Milwaukee	
<input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO)		<input checked="" type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Contract to BPD)
<input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Another Local Units System (CEF to DTSD Region, Contract to BPD)
Type of Work Traffic Signal and Sign Modifications		
Approximate Start Work Date March 1, 2010		Approximate Stop Work Date December 31, 2011

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

### Recommended for Approval

#### For County or Municipality

#### For Wisconsin Department of Transportation

\_\_\_\_\_  
(Name) Jeffrey J. Mantes (Date)

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

\_\_\_\_\_  
(Title) Commissioner of Public Works

\_\_\_\_\_  
(Name) W. Martin Morics (Date)

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

#### Approved for the State of Wisconsin

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Specified in the Cost Agreement between the Department and the Local Governmental Unit in effect when the work is performed, except for the

conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this contract; or,

- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this contract.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures and verified by the Local Governmental Unit.

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

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

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

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

April 9, 2007

## ADDITIONAL PROVISIONS FOR FEDERAL-AID FORCE ACCOUNTS

### I GENERAL

1. These contract provisions shall apply to all work performed as part of a Local Force Account (LFA) contract by the Local Public Agency (LPA).
2. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
3. **Selection of Labor:** During the performance of this contract, the LPA shall not employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II NONDISCRIMINATION ASSURANCE

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FHWA policies, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FHWA as follows: (1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project. (2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FHWA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21. (3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FHWA. Upon request by U.S. DOT or FHWA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements. (4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FHWA may request. (5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

### III ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so

assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

#### **IV SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the LPA shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The LPA shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the State Highway Agency (SHA) contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract that the LPA shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **V FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, LPA's, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **VI BUY AMERICA**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances

the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

**VII Prohibition Against Convict Produced Materials (23 CFR 635.417)**

No materials produced by convict labor (unless produced by convicts who are on parole, supervised release, or probation from a prison) may be incorporated into any project located on the Federal-aid highway system. This prohibition does not apply to projects on roads that are functionally classified as local or rural minor collectors.

**VIII Purchase of Materials**

LPA's are required to use fair and open competition in obtaining articles and materials used in this project. They may not use any requirements, preferences, or procurement methods that exclude out-of-State participation or that unfairly favor in-State sources.

**IX Requirement For and Access to Records**

LPA's must maintain, for at least three years following final payment, complete project records. This includes the thorough documentation of the basis for payment (actual costs of labor, equipment and materials) as well as documentation prescribed in the WisDOT Construction & Materials Manual. In addition LPA's shall make all such records fully available to WisDOT, the Federal Highway Administration, the U.S. Comptroller General, and their authorized representatives. Records must also be available for public access consistent with the Federal Freedom of Information Act (FOIA) and State and local law.

## PROJECT UNIT COST ANALYSIS

### ESTIMATE OF QUANTITIES

PROJECT ID 2445-01-90

S. 2ND ST. - W. NATIONAL AV. TO THE MEMOMONEE RIVER

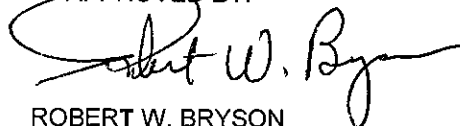
MILWAUKEE COUNTY

Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71034	SPV.0060.01	Opticom 721 Detector w/ Selector Cards	Each	3	\$13,566.46	\$4,696.97	\$14,090.92
71035	SPV.0060.02	Opticom Flood Lights	Each	7	\$360.52	\$197.56	\$1,382.90
71057	658.0215	Backplates Signal Face 3 Section 12-inch	Each	4	\$167.98	\$63.85	\$255.39
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	35	\$12,587.06	\$578.16	\$20,235.49
71065	658.0500	Pedestrian Push Buttons	Each	4	\$151.73	\$125.34	\$501.37
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	24	\$4,062.34	\$300.38	\$7,209.12
71067	SPV.0060.03	Pedestrian Countdown Signal Face 12-Inch	Each	24	\$4,629.01	\$323.99	\$7,775.79
71154	SPV.0090.01	Opticom Cable	LF	195	\$106.10	\$2.73	\$532.22
71155	SPV.0090.02	Loop Detector Slots	LF	375	\$936.21	\$6.87	\$2,575.17
71156	SPV.0090.03	Cable Traffic Signal Loop Lead-In	LF	210	\$71.33	\$2.52	\$530.24
71161	SPV.0090.04	Cable Service 3 #4/1 #8 LTP	LF	60	\$186.98	\$5.01	\$300.78
71172	SPV.0090.05	Cable Traffic Signal 17-14 AWG	LF	710	\$1,079.80	\$3.71	\$2,631.35
71173	SPV.0090.06	Cable Traffic Signal 20-14 AWG	LF	985	\$1,788.88	\$4.00	\$3,941.37
71174	SPV.0090.07	Cable Traffic Signal Interconnect 9-14 AWG	LF	2,495	\$2,656.09	\$7.62	\$19,012.78
71176	674.0300	Remove Cable	LF	690	\$30.64	\$0.92	\$633.79
71177	SPV.0060.04	Install Secondary Riser	Each	2	\$24.64	\$99.73	\$199.46
71178	SPV.0060.05	Remove Secondary Riser	Each	2	\$8.88	\$91.85	\$183.70
71190	SPV.0060.06	Mast Arm Fabricated	Each	1	\$69.12	\$1,476.42	\$1,476.42
71191	SPV.0060.07	Mast Arm Pole	Each	1	\$1,829.43	\$2,294.70	\$2,294.70
71197	SPV.0060.08	Signal Standard 13'	Each	13	\$9,406.26	\$1,116.91	\$14,519.78
71198	SPV.0060.09	Signal Standard 1' Extension	Each	13	\$858.16	\$109.72	\$1,426.34
73294	SPV.0060	3' RSP Socket	Each	43	\$446.08	\$27.29	\$1,173.66
73295	SPV.0060	Socket (Concrete Install)	Each	8	\$113.18	\$39.53	\$316.22
73296	SPV.0060	Pipe 2"x9'6"	Each	52	\$1,658.95	\$35.29	\$1,834.92
73297	SPV.0060	Flange Standard	Each	1	\$65.99	\$91.37	\$91.37
73299	637.0202	Signs Reflective Type II	Sq Ft	490	\$3,486.41	\$13.02	\$6,380.98

**TOTAL CITY COST \$111,506.23**

**TOTAL EXCLUDED COSTS \$60,348.23**

APPROVED BY:



ROBERT W. BRYSON  
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
TRAFFIC AND LIGHTING DESIGN UNIT

JOSEPH C. BLAKEMAN

REVISED: OCTOBER 26, 2009

\* Please note that the Total City Cost includes the embedded costs of mobilization and traffic control which are included in the times used for calculating City Unit Costs on the attached worksheets.

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

The Comptroller's Office has reviewed Common Council Resolution File No. 090887 for traffic control devices in conjunction with South 2<sup>nd</sup> street from West National Avenue to the Menomonee River (City Share \$22,301.25 and Grantor Share \$89,204.98) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. Wisniewski

Date: 10/27/09





## Legislation Details (With Text)

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**File #:** 090888      **Version:** 0

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

**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works and Comptroller to execute ten Project Agreements with the Wisconsin Department of Transportation for traffic signal and roadway improvements and to fund preliminary engineering for these ten projects in various Aldermanic Districts with a total estimated cost of \$293,000, with an estimated grantor share of \$263,701, and an estimated City share of \$29,299.

**Sponsors:** THE CHAIR

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

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090888

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution authorizing the Commissioner of Public Works and Comptroller to execute ten Project Agreements with the Wisconsin Department of Transportation for traffic signal and roadway improvements and to fund preliminary engineering for these ten projects in various Aldermanic Districts with a total estimated cost of \$293,000, with an estimated grantor share of \$263,701, and an estimated City share of \$29,299.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to execute ten Project Agreements with the Wisconsin Department of Transportation for the programming and construction of traffic signal and roadway improvements using Highway Safety Improvement Program funds for projects in various Aldermanic Districts. The total estimated cost of all ten projects is \$3,107,700, with a grantor share of \$2,796,931, and a City share of \$310,769. The total estimated preliminary engineering cost for these six projects is \$293,000, with a grantor share of \$263,701 and a City share of \$29,299, approval of construction costs will be in a future resolution.

**Body**

Whereas, The submittal of ten Highway Safety Improvement Program (HSIP) grant applications to the Wisconsin Department of Transportation (WISDOT) was approved by the Common Council under File Numbers 081624 and 080404; and

Whereas, Preliminary approval has been requested and received from WISDOT, along with ten Project Agreements to be executed by the City of Milwaukee, for the programming and construction of ten projects under the 2010 HSIP; and

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

Project I.D. 2707-04-00/70/90  
West Kilbourn Avenue and North 6<sup>th</sup> Street Intersection  
Milwaukee County

Project I.D. 2445-03-00/90  
North Dr. Martin Luther King Jr. Drive and W. North Avenue Intersection  
Milwaukee County

Project I.D. 2645-09-00/90  
Vehicle and Pedestrian Detection at Nine Local Street Intersections  
Milwaukee County

Project I.D. 2046-03-00/90  
West Burnham Street and South 35<sup>th</sup> Street Intersection  
Milwaukee County

Project I.D. 2645-08-00/90  
West Capitol Drive and North 7<sup>th</sup> Street and West Grantosa Drive and North 76<sup>th</sup> Street Intersections  
Milwaukee County

Project I.D. 2060-15-00/70/90/91  
South Howell Avenue and East Layton Avenue Intersection  
Milwaukee County;

Project I.D. 2445-08-00/70/90  
West North Avenue - North 7<sup>th</sup> Street and North 8<sup>th</sup> Street Intersections  
Milwaukee County;

Project I.D. 2984-46-00/90  
Various Intersections, Countdown Timers #1  
Milwaukee County;

Project I.D. 2645-07-00/90  
Various Intersections, Countdown Timers #2  
Milwaukee County;

Project I.D. 2645-06-00/90  
Various Intersections, Countdown Timers #3  
Milwaukee County;

; and

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

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

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

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

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

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

Further Resolved, That Department of Public Works shall request in a future resolution funding for the

construction phases of these ten projects; and, be it

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

Project I.D. 2707-04-00/70/90  
West Kilbourn Avenue and North 6<sup>th</sup> Street Intersection  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$2,500

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$22,500

Total-\$25,000

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$150,000.00  
Original Estimated Cost of the Total Project: \$150,000.00

Project I.D. 2445-03-00/90  
North Dr. Martin Luther King Jr. Drive and W. North Avenue Intersection  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$250

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$2,250

Total-\$2,500

Previously Authorized for Traffic Control Improvements: \$0

Current Estimated Cost of the Total Project Including this Resolution: \$150,000.00  
Original Estimated Cost of the Total Project: \$150,000.00

Project I.D. 2645-09-00/90  
Vehicle and Pedestrian Detection at Nine Local Street Intersections  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$720

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$6,480

Total-\$7,200

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$77,000.00  
Original Estimated Cost of the Total Project: \$77,000.00

Project I.D. 2046-03-00/90  
West Burnham Street and South 35<sup>th</sup> Street Intersection  
Milwaukee County

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$417

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$3,758

Total-\$4,175

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$28,675.00  
Original Estimated Cost of the Total Project: \$28,675.00

Project I.D. 2645-08-00/90  
West Capitol Drive and North 7<sup>th</sup> Street and West Grantosa Drive and North 76<sup>th</sup> Street Intersections

Milwaukee County

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320090000

\$160

Grantor Reimbursable Cash

Fund Number-0306

Project/Grant Number-ST032090100

\$1,440

Total-\$1,600

Previously Authorized for Traffic Control Improvements: \$0

Current Estimated Cost of the Total Project Including this Resolution: \$18,500.00

Original Estimated Cost of the Total Project: \$18,500.00

Project I.D. 2060-15-00/70/90/91

South Howell Avenue and East Layton Avenue Intersection

Milwaukee County;

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320090000

\$3,000

Grantor Reimbursable Cash

Fund Number-0306

Project/Grant Number-ST032090100

\$27,000

Total-\$30,000

Previously Authorized for Traffic Control Improvements: \$0

Current Estimated Cost of the Total Project Including this Resolution: \$305,000.00

Original Estimated Cost of the Total Project: \$305,000.00

Project I.D. 2445-08-00/70/90

West North Avenue - North 7<sup>th</sup> Street and North 8<sup>th</sup> Street Intersections

Milwaukee County;

Preliminary Engineering

City of Milwaukee Share

Fund Number-0333  
Project/Grant Number-ST320090000  
\$1,335

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$12,015

Total-\$13,350

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$137,350.00  
Original Estimated Cost of the Total Project: \$137,350.00

Project I.D. 2984-46-00/90  
Various Intersections, Countdown Timers #1  
Milwaukee County;

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$7,000

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$63,000

Total-\$70,000

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$750,000.00  
Original Estimated Cost of the Total Project: \$750,000.00

Project I.D. 2645-07-00/90  
Various Intersections, Countdown Timers #2  
Milwaukee County;

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$7,000

Grantor Reimbursable Cash

Fund Number-0306  
Project/Grant Number-ST032090100  
\$63,000

Total-\$70,000

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$750,000.00  
Original Estimated Cost of the Total Project: \$750,000.00

Project I.D. 2645-06-00/90  
Various Intersections, Countdown Timers #3  
Milwaukee County;

Preliminary Engineering

City of Milwaukee Share  
Fund Number-0333  
Project/Grant Number-ST320090000  
\$6,917

Grantor Reimbursable Cash  
Fund Number-0306  
Project/Grant Number-ST032090100  
\$62,258

Total-\$69,175

Previously Authorized for Traffic Control Improvements: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$741,175.00  
Original Estimated Cost of the Total Project: \$741,175.00

Total Cost of Preliminary Engineering-\$293,000

Previously Authorized for Preliminary Engineering: \$0  
Current Estimated Cost of the Total Project Including this Resolution: \$3,107,700.00  
Original Estimated Cost of the Total Project: \$3,107,700.00

**Requestor**

Department of Public works

**Drafter**

Infrastructure Services Division

RWB: ns

October 27, 2009

HSIP 2007 PE 10 Projects Resolutions

October 27, 2009

To the Honorable, the Common Council

Subject: Highway Safety Improvement Program  
Ten Projects at Various Locations Citywide, Milwaukee County

Dear Council Members:

The Wisconsin Department of Transportation (WISDOT) has transmitted ten attached Project Agreements to be executed by the City of Milwaukee for programming and construction of traffic signal and roadway improvements.

The proposed improvements will increase vehicle and pedestrian safety at various locations citywide. The total estimated cost of the ten projects is \$3,107,700, with a grantor share of \$2,796,931 and a City share of \$310,769. The estimated preliminary cost of the ten projects is \$293,000, with a grantor share of \$263,701 and a City share of \$29,299.

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

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns

Attachment

**CITY OF MILWAUKEE FISCAL NOTE**

CC-170 (REV. 6/86)  
Ref: GEN\FISCALNT.MST

A) DATE: October 27, 2009

FILE NUMBER:  
Original Fiscal Note  Substitute

**SUBJECT:** Resolution authorizing the Commissioner of Public Works and Comptroller to execute ten Project Agreements with the Wisconsin Department of Transportation for traffic signal and roadway improvements and to fund preliminary engineering for these ten projects in various Aldermanic Districts with a total estimated cost of \$293,000, with an estimated grantor share of \$263,701, and an estimated City share of \$29,299.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, City Engineer, DPW, ext. 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Grantor Reimbursable Cash Traffic Control	SP032090100	\$263,701	\$263,701	
	Capital Project Funds	ST320090000	\$29,299	\$0	
TOTALS:			\$293,000	\$263,701	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures: \$293,000	Revenue: \$263,701
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Engineering Estimates

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

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

Date: October 7, 2009  
 ID: 2645-06-00/90  
 Description: City of Milwaukee, Various Local Streets, Countdown Timers #3  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Eighty eight signalized local street intersections on the near north side and east side of Milwaukee have been identified for improvements. These intersections had 1,253 crashes between 2004 and 2006 resulting in 738 injuries, including 57 pedestrians.

**Proposed Improvement - Nature of work:** The installation of 657 pedestrian countdown timers with 12" combination "Walk/Don't Walk" housings.

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

Phase	Estimated Cost				
	Total Estimated Cost	*Federal Funds	%	Municipal Funds	%
Design (2645-06-00)	\$69,175	\$62,258	90%	\$6,917	10%
LFA (Local Force Account) (2645-06-90)	\$672,000	\$604,800	90%	\$67,200	10%
<b>Total Cost Distribution</b>	<b>\$741,175</b>	<b>\$667,058</b>	<b>90%</b>	<b>\$74,117</b>	<b>10%</b>

\*Federal funds are capped at the amount shown in the above funding table.

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.state.wi.us](mailto:waukesha.dtd@dot.state.wi.us)

October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2645-06-00/90  
City of Milwaukee, Various Local Streets, Countdown Timers #3  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$69,175 for design and \$672,000 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding. Please note the federal funding cap shown in the agreement.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 8/28/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2645-07-00/90  
 Description: City of Milwaukee, Various Local Streets, Countdown Timers #2  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Eighty five signalized local street intersections in and around downtown Milwaukee have been identified for improvements. These intersections had 1,042 crashes between 2004 and 2006 resulting in 452 injuries, including 52 pedestrians.

**Proposed Improvement - Nature of work:** The installation of 657 pedestrian countdown timers with 12" combination "Walk/Don't Walk" housings.

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

Phase	Estimated Cost				
	Total Estimated Cost	*Federal Funds	%	Municipal Funds	%
Design (2645-07-00)	\$70,000	\$63,000	90%	\$7,000	10%
LFA (Local Force Account) (2645-07-90)	\$680,000	\$612,000	90%	\$68,000	10%
<b>Total Cost Distribution</b>	<b>\$750,000</b>	<b>\$675,000</b>	<b>90%</b>	<b>\$75,000</b>	<b>10%</b>

**\*Federal funds are capped at the amount shown in the above funding table.**

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

Signed for and on behalf of City of Milwaukee:	
Signature	Title
Name (Written Clearly)	Date
Signed for and on behalf of City of Milwaukee:	
Signature	Title
Name (Written Clearly)	Date

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



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October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2645-07-00/90  
City of Milwaukee, Various Local Streets, Countdown Timers #2  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$70,000 for design and \$680,000 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding. Please note the federal funding cap shown in the agreement.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 8/28/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2984-46-00/90  
 Description: City of Milwaukee, Various Intersections, Countdown Timers #1  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Eighty five signalized connecting highway intersections in and around downtown Milwaukee have been identified for improvements. These intersections had 1,472 crashes between 2004 and 2006 resulting in 657 injuries, including 48 pedestrians.

**Proposed Improvement - Nature of work:** The installation of 657 pedestrian countdown timers with 12" combination "Walk/Don't Walk" housings.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds*	%	Municipal Funds	%
Design (2984-46-00)	\$70,000	\$63,000	90%	\$7,000	10%
LFA (Local Force Account) (2984-46-90)	\$680,000	\$612,000	90%	\$68,000	10%
<b>Total Cost Distribution</b>	<b>\$750,000</b>	<b>\$675,000</b>	<b>90%</b>	<b>\$75,000</b>	<b>10%</b>

\*Federal funds are capped at the amount shown in the above funding table.

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.state.wi.us](mailto:waukesha.dtd@dot.state.wi.us)

October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2984-46-00/90  
City of Milwaukee, Various Intersections, Countdown Timers #1  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$70,000 for design and \$680,000 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding. Please note the federal funding cap included in the agreement.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 8/28/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2445-08-00/70/90  
 Description: W. North Ave. at N. 7<sup>th</sup> Street and at N. 8<sup>th</sup> Street Intersections  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** From 2004 to 2006 there were 42 crashes at N. 7<sup>th</sup> St. resulting in 20 injuries and there were 42 crashes N. 8<sup>th</sup> St. resulting in 19 injuries.

**Proposed Improvement - Nature of work:** Far-right overhead mast arm mounted signals will be installed on all approaches at both intersections, all signal indications will be upgraded to 12" lens, and reflective backplates will be installed on all far side signals.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2445-08-00)	\$13,350	\$12,015	90%	\$1,335	10%
Construction (2445-08-70)	\$76,880	\$69,192	90%	\$7,688	10%
Local Force Account (LFA) (2445-08-90)	\$47,120	\$42,408	90%	\$4,712	10%
<b>Total Cost Distribution</b>	<b>\$137,350</b>	<b>\$123,615</b>	<b>90%</b>	<b>\$13,735</b>	<b>10%</b>

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
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October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2445-08-00/70/90  
W. North Ave. at N. 7<sup>th</sup> Street and. At N. 8<sup>th</sup> Street Intersections  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$13,350 for design, \$76,880 for construction, and \$47,120 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return two signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 10/10/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2060-15-00/70/90/91  
 Description: S. Howell Ave. (STH 38) Intersect W/ W. Layton Ave. (CTH Y)  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** There were 46 crashes at the intersection from 2004-2006 resulting in 23 injuries.

**Proposed Improvement - Nature of work:** Far-right overhead mast-arm mounted signals will be installed in all four directions and reflective backplates will be installed on all far side signals.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds*	%	Municipal Funds	%
Design (2060-15-00)	\$30,000	\$27,000	90%	\$3,000	10%
Construction (2060-15-70)	\$185,000	\$166,500	90%	\$18,500	10%
Local Force Account (LFA) (2060-15-90)	\$63,000	\$56,700	90%	\$6,300	10%
Local Force Account (LFA) (2060-15-91)	\$27,000	\$24,300	90%	\$2,700	10%
<b>Total Cost Distribution</b>	<b>\$305,000</b>	<b>\$274,500</b>	<b>90%</b>	<b>\$30,500</b>	<b>10%</b>

\*Federal funds are capped at the amount shown in the above funding table.

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
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October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2060-15-00/70/90/91  
S. Howell Ave. (STH 38) Intersect W/ W. Layton Ave. (CTH Y)  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$30,000 for design, \$185,000 for construction, and \$63,000 and \$27,000 for LFA work. The Project Agreement is your agency's firm commitment to provide its share of the funding. Please note the federal funding caps shown on the agreement.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 10/10/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2645-08-00/90  
 Description: W. Capitol Drive (STH 190) at 7<sup>th</sup> St. & N. 76<sup>th</sup> St. (STH 181) at W. Grantosa Dr.  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Both intersections have a high number of rear-end and disregard of red crashes and a high number of left turn crashes from the major street approaches.

**Proposed Improvement - Nature of work:** Install at both intersections pedestrian pushbuttons and vehicle detection loops for the minor street approaches so unnecessary red time is reduced on the major street.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2645-08-00)	\$1,600	\$1,440	90%	\$160	10%
Local Force Account (LFA) (2645-08-90)	\$16,900	\$15,210	90%	\$1,690	10%
<b>Total Cost Distribution</b>	<b>\$18,500</b>	<b>\$16,650</b>	<b>90%</b>	<b>\$1,850</b>	<b>10%</b>

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.state.wi.us](mailto:waukesha.dtd@dot.state.wi.us)

October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: **2645-08-00/90**  
W. Capitol Drive (STH 190) at 7<sup>th</sup> St. & N. 76<sup>th</sup> Street (STH 181) at W. Grantosa Dr.  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$1,600 for design and \$16,900 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 10/10/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2046-03-00/90  
 Description: W. Burnham Street & S. 35<sup>th</sup> Street Intersection  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** From 2004 to 2006 there were 41 crashes at the intersection resulting in 13 injuries.

**Proposed Improvement - Nature of work:** Far-right overhead mast-arm mounted signals will be installed in the eastbound and westbound directions, all near-right signal indications will be upgraded to 12" lens.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2046-03-00)	\$4,175	\$3,758	90%	\$417	10%
Local Force Account 2046-03-90	\$24,500	\$22,050	90%	\$2,450	10%
<b>Total Cost Distribution</b>	<b>\$28,675</b>	<b>\$25,808</b>	<b>90%</b>	<b>\$2,867</b>	<b>10%</b>

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
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October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2046-03-00/90  
W. Burnham Street & S. 35<sup>th</sup> Street Intersection  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$4,175 for design and \$24,500 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 10/10/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 7, 2009  
 ID: 2645-09-00/90  
 Description: Vehicle and Pedestrian Detection at Nine Local Street Intersections  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** All intersections have a high number of rear-end and disregard of red crashes.

**Proposed Improvement - Nature of work:** Install pedestrian pushbuttons and vehicle detection loops for the minor street approaches for semi-actuated operation.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2645-09-00)	\$7,200	\$6,480	90%	\$720	10%
Local Force Account (LFA) (2645-09-90)	\$69,800	\$62,820	90%	\$6,980	10%
<b>Total Cost Distribution</b>	<b>\$77,000</b>	<b>\$69,300</b>	<b>90%</b>	<b>\$7,700</b>	<b>10%</b>

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
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October 7, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2645-09-00/90  
Vehicle and Pedestrian Detection at Nine Local Street Intersections  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$7,200 for design and \$69,800 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 10/10/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 5, 2009  
 ID: 2445-03-00/90  
 Description: N. Dr. MLK Jr. Dr. and W. North Ave.  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** There were 44 crashes at this intersection from 2005-2007 resulting in 27 injuries.

**Proposed Improvement - Nature of work:** Far-right overhead mast-arm mounted signals will be installed in all four directions and all vehicle signal indications will be upgraded to larger 12" indications.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2707-04-00)	\$2,500	\$2,250	90%	\$250	10%
LFA (Local Force Account) (2707-04-90)	\$34,000	\$30,600	90%	\$3,400	10%
<b>Total Cost Distribution</b>	<b>\$150,000</b>	<b>\$135,000</b>	<b>90%</b>	<b>\$15,000</b>	<b>10%</b>

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

Signed for and on behalf of City of Milwaukee:	
Signature	Title
Name (Written Clearly)	Date
Signed for and on behalf of City of Milwaukee:	
Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
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October 5, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2445-03-00/90  
N. Dr. MLK Jr. Dr. and W. North Ave. Intersection  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$2,500 for design and \$34,000 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 7/1/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

Date: October 5, 2009  
 ID: 2707-04-00/70/90  
 Description: W. Kilbourn Ave. and N. 6<sup>th</sup> Street (STH 145)  
 County: Milwaukee

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** There were 53 crashes at this intersection from 2005-2007 resulting in 18 injuries.

**Proposed Improvement - Nature of work:** Far-right overhead mast-arm mounted signals will be installed in the southbound, eastbound and westbound directions and all signal vehicle signal indications will be upgraded to 12" indications. The left-turn lane in the southbound direction will be offset to increase visibility of opposing through traffic. The west median nose will be extended to provide pedestrian refuge and stop bars will be installed in all four directions.

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

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (2707-04-00)	\$25,000	\$22,500	90%	\$2,500	10%
Construction (2707-04-70)	\$85,000	\$76,500	90%	\$8,500	10%
LFA (Local Force Account) (2707-04-90)	\$40,000	\$36,000	90%	\$4,000	10%
<b>Total Cost Distribution</b>	<b>\$150,000</b>	<b>\$135,000</b>	<b>90%</b>	<b>\$15,000</b>	<b>10%</b>

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

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date
<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title
Name (Written Clearly)	Date

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage avoid unreasonable & costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

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

(End of Document)



Division of Transportation  
System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662  
E-Mail: [waukesha.dtd@dot.state.wi.us](mailto:waukesha.dtd@dot.state.wi.us)

October 5, 2009

Mr. Jeffery S. Polenske  
City Engineer  
841 N. Broadway, Room 701  
P.O. Box 125  
Milwaukee, WI 53202

Dear Mr. Polenske

SUBJECT: Highway Safety Improvement Program (HSIP) Agreement  
ID: 2707-04-00/70/90  
W. Kilbourn Avenue and N. 6<sup>th</sup> Street (STH 145) Intersection  
Milwaukee County

The project identified above has been selected for inclusion in the Highway Safety Improvement Program (HSIP).

This project agreement reflects a 90% federal/10% local cost share of the approved \$25,000 for design and \$85,000 for construction and \$40,000 for LFA. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Please review and return **two** signed copies of the attached Agreement. Please note that the project is not authorized for charges until the signed Agreement has been received and fully executed by the State. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

The purpose of the HSIP is to provide funding for the elimination of existing hazards, therefore, a "sunset" provision is applicable. This provision states that a project will lose eligibility if it is not let to contract within 3 years of program approval. If this project is not let for construction by 7/1/2012, it will likely be dropped from the program.

If you have any questions concerning the project implementation process, the Project Agreement, or the cost share policy, please contact me at (262) 548-8789. If you have any questions regarding the consultant contracting process, please call Sandy McDonald at (262) 548-8753.

Sincerely,

Robert Schmidt, PE  
Local Program Engineer

Enclosures

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

The Comptroller's Office has reviewed Common Council Resolution File No. 090888 for preliminary engineering of traffic control signal and roadway improvements in conjunction with ten projects at various Aldermanic Districts (City Share \$29,299 and Grantor Share \$263,701) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. W. Winkler

Date: 10/27/07

- W Kilbourn Ave and N 6<sup>th</sup> Street (Grantor \$22,500 City \$2,500)
- N Dr MLK Jr Dr and W North Ave (Grantor \$2,250 City \$ 250)
- Vehicle/Pedestrian Detection at Nine Local Streets (Grantor \$6,480 City \$720)
- W Burnham St and S 35<sup>th</sup> Street (Grantor \$3,758 City \$417)
- W Capital Drive and N 7<sup>th</sup> Street and W Grantosa and N 76<sup>th</sup> (Grantor \$1,440 City \$160)
- S Howell Ave and E Layton Ave (Grantor \$27,000 City \$3,000)
- W North Ave at North 7<sup>th</sup> and North 8<sup>th</sup> (Grantor \$12,015 City \$1,335)
- Various Intersections Countdown Timers #1 (Grantor \$63,000 City \$7,000)
- Various Intersections Countdown Timers #2 (Grantor \$63,000 City \$7,000)
- Various Intersections Countdown Timers #3 (Grantor \$62,258 City \$6,917)





## Legislation Details (With Text)

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**File #:** 090889      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution relative to the cost participation and installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project in the 13th Aldermanic District at a total estimated cost of \$195,326.21, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Sponsors:** ALD. WITKOWSKI

**Indexes:** EXPRESSWAY, STATE GRANTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Cover Letter, Fiscal Note, Contract, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090889

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. WITKOWSKI

**Title**

Resolution relative to the cost participation and installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project in the 13<sup>th</sup> Aldermanic District at a total estimated cost of \$195,326.21, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to enter into a funding agreement with the Wisconsin Department of Transportation for installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project in the 13<sup>th</sup> Aldermanic District at a total estimated cost of \$195,326.21, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation, and to install these improvements upon execution of the agreement. This resolution also authorizes the comptroller to establish and transfer funds to the appropriate accounts for the project. The total estimated cost of the entire project is \$195,326.21.

**Body**

Whereas, The Wisconsin Department of Transportation (WISDOT) is reconstructing the Mitchell Interchange of IH 94, IH 43, IH 894, and USH 41 under the State Highway Improvement Program; and

Whereas, The proposed reconstruction of West Layton Avenue including the structure and ramps with IH 94/USH 41 will result in the installation of two new traffic control signals at the new ramp intersections on West Layton Avenue; and

Whereas, The total estimated cost of this project is \$195,326.21 for the installation of two traffic control signals; and

Whereas, One hundred percent of the participating project cost, or \$195,326.21, is reimbursable from the Wisconsin Department of Transportation (WISDOT), and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032090100; 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 enter into a funding agreement and are directed to execute the contract with WISDOT for the installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project, a copy of which is attached to this resolution, and is incorporated into this resolution as though set forth in full; and be it

Further Resolved, That upon approval of this contract, that the Commissioner of Public Works is directed to install two traffic control signals at the new IH 94/USH 41 ramp intersections on West Layton Avenue in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project; and, be it

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

Location:

Project I.D. - 1030-21-96

West Layton Avenue from South 13th Street to South 20th Street

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032090100

\$195,326.21

Total \$195,326.21

Previously Authorized for Traffic Control Improvements: \$0.00

Current Estimated Cost of the Total Project Including this Resolution: \$195,326.21

Original Estimated Cost of the Total Project: \$195,326.21

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

RWB: ns

October 27, 2009

West Layton Avenue (South 13th Street and South 20th Street)

October 27, 2009

To the Honorable, the Common Council

Subject: Traffic Control Improvements  
West Layton Avenue  
South 13<sup>th</sup> Street to South 20<sup>th</sup> Street  
Mitchell Interchange Reconstruction

Dear Council Members:

The 2010 Capital Improvement Program includes the reconstruction of West Layton Avenue from South 13<sup>th</sup> Street to South 20<sup>th</sup> Street including the structure and ramps with IH 94/USH 41 under the State Highway Improvement Program. The proposed reconstruction will result in the installation of two traffic control signals at the new ramp intersections on West Layton Avenue. The Federal Program provides cost participation for the installation of traffic control devices in conjunction with the improvements.

The total estimated cost for construction of the project is \$195,326.21. One hundred percent of the total cost will be funded by the Wisconsin Department of Transportation (WISDOT).

We have, therefore, prepared the attached resolution, which authorizes the Commissioner of Public Works and Comptroller to execute a Local Force Account (LFA) – State contract with WISDOT that allows City forces to install two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13<sup>th</sup> Street to South 20<sup>th</sup> Street in the 13<sup>th</sup> Aldermanic District.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns

Attachment

c: Honorable Terry L. Witkowski

**CITY OF MILWAUKEE FISCAL NOTE**

CC-170 (REV. 6/86)  
Ref: GEN\FISCALNT.MST

A) DATE: October 27, 2009

FILE NUMBER:  
Original Fiscal Note  Substitute

**SUBJECT:** Resolution relative to the cost participation and installation of two traffic control signals in conjunction with the reconstruction of West Layton Avenue from South 13th Street to South 20th Street as part of the Mitchell Interchange Project in the 13<sup>th</sup> Aldermanic District at a total estimated cost of \$195,326.21, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, City Engineer, DPW, ext. 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Grantor Reimbursable Cash Traffic Control (0306)	SP032090100	\$195,326.21	\$195,326.21	
TOTALS:			\$195,326.21	\$195,326.21	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures \$195,326.21	Revenue \$195,326.21
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

City Unit Prices

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 1030-21-96	Contract Amount \$195,326.21	<b>Contract between WDOT and Local Governmental Unit</b>	
Road Name W. Layton Av. - S. 13 <sup>th</sup> St. to S. 20 <sup>th</sup> St.		<input checked="" type="checkbox"/> Municipality	
Highway		<input checked="" type="checkbox"/> City of Milwaukee	
County - Where Work Performed Milwaukee		<input type="checkbox"/> Village of	
		<input type="checkbox"/> Town of	
		<input type="checkbox"/> County - Who is doing the work	
<input checked="" type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Contract to BPD)	
<input type="checkbox"/> Work on STH System - Non-SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Another Local Units System (CEF to DTSD Region, Contract to BPD)	
Type of Work Traffic Signal Installation			
Approximate Start Work Date May 1, 2010		Approximate Stop Work Date December 31, 2011	

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

### Recommended for Approval

#### For County or Municipality

(Name) Jeffrey J. Mantes (Date)

(Title) Commissioner of Public Works

(Name) W. Martin Morics (Date)

(Title) Comptroller

(Name) (Date)

(Title)

(Name) (Date)

(Title)

#### For Wisconsin Department of Transportation

(Regional Director) (Date)

#### Approved for the State of Wisconsin

(Contract Specialist) (Date)

(Director of Project Development) (Date)

(Governor of Wisconsin) (Date)

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

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

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

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

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

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

(a) Specified in the Cost Agreement between the Department and the Local Governmental Unit in effect when the work is performed, except for the

conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this contract; or,

- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this contract.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures and verified by the Local Governmental Unit.

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

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

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

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

April 9, 2007

## **ADDITIONAL PROVISIONS FOR FEDERAL-AID FORCE ACCOUNTS**

### **I GENERAL**

1. These contract provisions shall apply to all work performed as part of a Local Force Account (LFA) contract by the Local Public Agency (LPA).
2. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
3. **Selection of Labor:** During the performance of this contract, the LPA shall not employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### **II NONDISCRIMINATION ASSURANCE**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FHWA policies, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FHWA as follows: (1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project. (2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FHWA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21. (3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FHWA. Upon request by U.S. DOT or FHWA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements. (4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FHWA may request. (5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

### **III ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so

assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

#### **IV SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the LPA shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The LPA shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the State Highway Agency (SHA) contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract that the LPA shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **V FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, LPA's, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **VI BUY AMERICA**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances

the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

**VII Prohibition Against Convict Produced Materials (23 CFR 635.417)**

No materials produced by convict labor (unless produced by convicts who are on parole, supervised release, or probation from a prison) may be incorporated into any project located on the Federal-aid highway system. This prohibition does not apply to projects on roads that are functionally classified as local or rural minor collectors.

**VIII Purchase of Materials**

LPA's are required to use fair and open competition in obtaining articles and materials used in this project. They may not use any requirements, preferences, or procurement methods that exclude out-of-State participation or that unfairly favor in-State sources.

**IX Requirement For and Access to Records**

LPA's must maintain, for at least three years following final payment, complete project records. This includes the thorough documentation of the basis for payment (actual costs of labor, equipment and materials) as well as documentation prescribed in the WisDOT Construction & Materials Manual. In addition LPA's shall make all such records fully available to WisDOT, the Federal Highway Administration, the U.S. Comptroller General, and their authorized representatives. Records must also be available for public access consistent with the Federal Freedom of Information Act (FOIA) and State and local law.

## PROJECT UNIT COST ANALYSIS

### ESTIMATE OF QUANTITIES

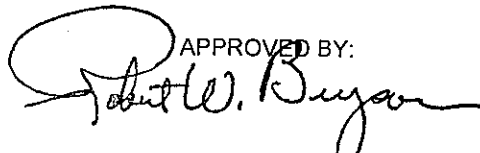
PROJECT ID 1030-21-96

CITY OF MILWAUKEE SIGNALS PH. 1 - W. LAYTON AV. FROM 13TH TO 20TH  
MILWAUKEE COUNTY

Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71034	SPV.0060.001	Opticom 721 Detector w/ Selector Cards	Each	2	\$ 9,044.30	\$ 4,696.97	\$ 9,393.94
71035	SPV.0060.002	Opticom Flood Lights	Each	4	\$ 206.01	\$ 197.56	\$ 790.23
71039	SPV.0105.001	Vehicular Video Detection System	LS	2	\$ 36,484.48	\$ 19,640.81	\$ 39,281.62
71052	SPV.0060.003	Solid State Controller Installed	Each	2	\$ 21,797.84	\$ 13,709.01	\$ 27,418.01
71057	658.0215	Backplates Signal Face 3 Section 12-inch	Each	14	\$ 587.93	\$ 63.85	\$ 893.88
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	30	\$ 10,788.91	\$ 578.16	\$ 17,344.70
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	8	\$ 1,354.11	\$ 300.38	\$ 2,403.04
71067	SPV.0060.004	Pedestrian Countdown Signal Face 12-Inch	Each	8	\$ 1,543.00	\$ 323.99	\$ 2,591.93
71142	652.0605	Conduit Special 2-Inch	LF	90	\$ 37.78	\$ 6.28	\$ 565.30
71143	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	780	\$ 347.49	\$ 6.75	\$ 5,263.50
71156	SPV.0090.001	Cable Traffic Signal Loop Lead-In	LF	2,525	\$ 857.78	\$ 2.52	\$ 6,375.57
71160	SPV.0090.002	Cable Service 3 #2/1 #8 LTP	LF	2,190	\$ 9,634.98	\$ 6.30	\$ 13,788.55
71171	655.0260	Cable Traffic Signal 12-14 AWG	LF	540	\$ 606.62	\$ 3.31	\$ 1,786.67
71172	SPV.0090.003	Cable Traffic Signal 17-14 AWG	LF	2,000	\$ 3,041.68	\$ 3.71	\$ 7,412.20
71173	SPV.0090.004	Cable Traffic Signal 20-14 AWG	LF	335	\$ 608.40	\$ 4.00	\$ 1,340.45
71174	SPV.0090.005	Cable Traffic Signal Interconnect 9-14 AWG	LF	1,580	\$ 1,682.02	\$ 7.62	\$ 12,040.17
71177	SPV.0060.005	Install Secondary Riser	Each	2	\$ 24.64	\$ 99.73	\$ 199.46
71179	657.0625	Luminaire Arms Single Member 6-Inch Clamp 6-FT	Each	2	\$ 154.60	\$ 208.42	\$ 416.83
71188	SPV.0060.006	Rectangular Vault 13"x24"x18"	Each	3	\$ 774.98	\$ 377.25	\$ 1,131.75
71190	SPV.0060.007	Mast Arm Fabricated	Each	8	\$ 552.94	\$ 1,476.41	\$ 11,811.31
71191	SPV.0060.008	Mast Arm Pole	Each	8	\$ 14,635.43	\$ 2,294.70	\$ 18,357.62
71197	SPV.0060.009	Signal Standard 13'	Each	12	\$ 8,682.70	\$ 1,116.91	\$ 13,402.87
71198	SPV.0060.010	Signal Standard 1' Extension	Each	12	\$ 792.15	\$ 109.72	\$ 1,316.61

**TOTAL CITY COST \$ 195,326.21**  
**TOTAL EXCLUDED COSTS \$ 124,240.77**

APPROVED BY:



ROBERT W. BRYSON  
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
TRAFFIC AND LIGHTING DESIGN UNIT  
JOSEPH C. BLAKEMAN  
REVISED: OCTOBER 19, 2009

\* Please note that the Total City Cost includes the embedded costs of mobilization and traffic control which are included in the times used for calculating City Unit Costs on the attached worksheets.

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

The Comptroller's Office has reviewed Common Council Resolution File No. 090889 for traffic control devices in conjunction with West Layton from South 13<sup>th</sup> Street to South 20<sup>th</sup> Street as part of the Mitchell Interchange Project (City Share \$0 and Grantor Share \$195,326.21) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature: C. W. Weisberg

Date: 10/27/09





## Legislation Details (With Text)

**File #:** 090890      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of East State Street from North Edison Street to North Prospect Avenue in the 4th Aldermanic District at a total estimated cost of \$276,793.86, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Sponsors:** THE CHAIR

**Indexes:** STATE GRANTS, TRAFFIC CONTROL SIGNALS, WISCONSIN DEPARTMENT OF TRANSPORTATION

**Attachments:** Cover Letter, Fiscal Note, Contract, Comptroller's Certificate, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
090890

**Version**  
ORIGINAL  
**Reference**

**Sponsor**  
THE CHAIR

**Title**  
Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of East State Street from North Edison Street to North Prospect Avenue in the 4<sup>th</sup> Aldermanic District at a total estimated cost of \$276,793.86, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

**Analysis**  
This resolution authorizes the Commissioner of Public Works and Comptroller to enter into a funding agreement with the Wisconsin Department of Transportation for installation of traffic control improvements in conjunction with the paving of East State Street from North Edison Street to North Prospect Avenue in the 4<sup>th</sup> Aldermanic District at a total estimated cost of \$276,793.86, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation, and to install these improvements upon execution of the agreement. This resolution also authorizes the comptroller to establish and transfer funds to the appropriate accounts for the project. The total estimated cost of the entire project is \$2,005,293.86 with a grantor share of \$1,824,918.86 and a City share of \$180,375.00.

**Body**  
Whereas, The Project Agreement for the paving of East State Street from North Edison Street to North Prospect Avenue was approved by the Common Council File Number 950972; and

Whereas, The Surface Transportation Program provides cost participation for traffic control improvements in conjunction with the paving of highways located on the Federal/State Aid Highway System; and

Whereas, Traffic control improvements proposed for East State Street in addition to the upgrade of existing traffic signs and signals include conversion of operation to two way traffic from North Water Street to North Van Buren Street, and a new traffic signal to be installed at East State Street and North Prospect Avenue in conjunction with the project; and

Whereas, The total estimated cost of this project is \$276,793.86 for the alteration and upgrade of traffic control signals and the upgrade of traffic control signs; and

Whereas, One hundred percent of the participating project cost, or \$276,793.86, is reimbursable from the Wisconsin Department of Transportation (WISDOT), and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032090100; 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 enter into a funding agreement and are directed to execute the contract with WISDOT for the installation of traffic control facilities in conjunction with the improvements to East State Street from North Edison Street to North Prospect Avenue, a copy of which is attached to this resolution, and is incorporated into this resolution as though set forth in full; and, be it

Further Resolved, That upon approval of this contract, that the Commissioner of Public Works is directed to install and modify traffic control facilities in conjunction with the improvements to East State Street from North Edison Street to North Prospect Avenue; and, be it

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

Location:

Project I.D. - 2204-01-90

East State Street from North Edison Street to North Prospect Avenue

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032090100

\$276,793.86

Total \$276,793.86

Previously Authorized for Traffic Control Improvements: \$0.00

Current Estimated Cost of the Total Project Including this Resolution: \$2,005,293.86

Original Estimated Cost of the Total Project (Common Council File Number 950972): \$604,200.00

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

RWB: ns

October 27, 2009

East State Street (North Edison Street and North Prospect Avenue)

October 27, 2009

To the Honorable, the Common Council

Subject: Traffic Control Improvements  
East State Street from  
North Edison Street to North Prospect Avenue

Dear Council Members:

The 2010 Capital Improvement Program includes the improvement of East State Street from North Edison Street to North Prospect Avenue under the Surface Transportation Program. The Federal Program provides cost participation for the improvement of traffic control devices in conjunction with the highway paving. In addition, East State Street is currently proposed to be converted to two-way traffic from North Water Street to North Van Buren Street, and a new traffic signal will be installed at East State Street and North Prospect Avenue in conjunction with the project.

The total estimated cost for construction of the project is \$276,793.86. One hundred percent of the total cost will be funded by the Wisconsin Department of Transportation (WISDOT).

We have, therefore, prepared the attached resolution, which authorizes the Commissioner of Public Works and Comptroller to execute a Local Force Account (LFA) – State contract with WISDOT that allows City forces to install and/or modify traffic control facilities in conjunction with the improvement of East State Street from North Edison Street to North Prospect Avenue in the 4<sup>th</sup> Aldermanic District.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

RWB: ns

Attachment

c: Honorable Robert J. Bauman

**CITY OF MILWAUKEE FISCAL NOTE**

CC-170 (REV. 6/86)  
Ref: GEN\FISCALNT.MST

A) DATE: October 27, 2009

FILE NUMBER:  
Original Fiscal Note  Substitute

**SUBJECT:** Resolution relative to the cost participation and installation of traffic control devices in conjunction with the Federal/State Aid paving of East State Street from North Edison Street to North Prospect Avenue in the 4<sup>th</sup> Aldermanic District at a total estimated cost of \$276,793.86, with one hundred percent of the total cost funded by the Wisconsin Department of Transportation.

B) SUBMITTED BY (NAME/TITLE/DEPT./EXT.): Jeffrey S. Polenske, City Engineer, DPW, ext. 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Grantor Reimbursable Cash Traffic Control (0306)	SP032090100	\$276,793.86	\$276,793.86	
TOTALS:			\$276,793.86	\$276,793.86	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditures \$276,793.86	Revenue \$276,793.86
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS		

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Unit Prices

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

## CONTRACT FOR CONSTRUCTION Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2204-01-90	Contract Amount \$276,793.86	<b>Contract between WDOT and Local Governmental Unit</b>	
Road Name E. State St. - N. Edison St. to N. Prospect Av.		<input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of	
Highway USH 18/STH 32	County – Where Work Performed Milwaukee	<input type="checkbox"/> County – Who is doing the work	
<input checked="" type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Contract to BPD)	
<input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Another Local Units System (CEF to DTSD Region, Contract to BPD)	
Type of Work Traffic Signal and Sign Modifications			
Approximate Start Work Date March 1, 2010		Approximate Stop Work Date December 31, 2011	

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

### Recommended for Approval

#### For County or Municipality

\_\_\_\_\_  
(Name) Jeffrey J. Mantes (Date)

\_\_\_\_\_  
(Title) Commissioner of Public Works

\_\_\_\_\_  
(Name) W. Martin Morics (Date)

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

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

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

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

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

#### For Wisconsin Department of Transportation

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

#### Approved for the State of Wisconsin

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

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

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

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

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

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

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

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

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

conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this contract; or,

- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this contract.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures and verified by the Local Governmental Unit.

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

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

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

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

April 9, 2007

## **ADDITIONAL PROVISIONS FOR FEDERAL-AID FORCE ACCOUNTS**

### **I GENERAL**

1. These contract provisions shall apply to all work performed as part of a Local Force Account (LFA) contract by the Local Public Agency (LPA).
2. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
3. **Selection of Labor:** During the performance of this contract, the LPA shall not employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### **II NONDISCRIMINATION ASSURANCE**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FHWA policies, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FHWA as follows: (1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project. (2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FHWA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21. (3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FHWA. Upon request by U.S. DOT or FHWA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements. (4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FHWA may request. (5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

### **III ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so

assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

#### **IV SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the LPA shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The LPA shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the State Highway Agency (SHA) contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract that the LPA shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **V FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, LPA's, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **VI BUY AMERICA**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances

the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

#### **VII Prohibition Against Convict Produced Materials (23 CFR 635.417)**

No materials produced by convict labor (unless produced by convicts who are on parole, supervised release, or probation from a prison) may be incorporated into any project located on the Federal-aid highway system. This prohibition does not apply to projects on roads that are functionally classified as local or rural minor collectors.

#### **VIII Purchase of Materials**

LPA's are required to use fair and open competition in obtaining articles and materials used in this project. They may not use any requirements, preferences, or procurement methods that exclude out-of-State participation or that unfairly favor in-State sources.

#### **IX Requirement For and Access to Records**

LPA's must maintain, for at least three years following final payment, complete project records. This includes the thorough documentation of the basis for payment (actual costs of labor, equipment and materials) as well as documentation prescribed in the WisDOT Construction & Materials Manual. In addition LPA's shall make all such records fully available to WisDOT, the Federal Highway Administration, the U.S. Comptroller General, and their authorized representatives. Records must also be available for public access consistent with the Federal Freedom of Information Act (FOIA) and State and local law.

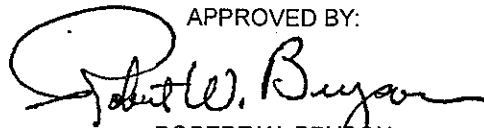
## PROJECT UNIT COST ANALYSIS

ESTIMATE OF QUANTITIES  
PROJECT ID 2204-01-90  
E. STATE ST. - N. EDISON ST. TO N. PROSPECT ST.  
MILWAUKEE COUNTY

City Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71033	SPV.0060.01	Opticom 711 Detector w/ Selector Card	Each	2	\$4,924.55	\$2,637.10	\$5,274.19
71034	SPV.0060.02	Opticom 721 Detector w/ Selector Cards	Each	10	\$45,221.52	\$4,696.97	\$46,969.73
71035	SPV.0060.03	Opticom Flood Lights	Each	22	\$1,133.07	\$197.56	\$4,346.26
71036B	SPV.0060.04	24"x24" Blankout Sign No Turn on Red	Each	2	\$3,929.90	\$2,227.18	\$4,454.36
71052	SPV.0060.05	Solid State Controller Installed	Each	1	\$10,898.92	\$13,709.00	\$13,709.00
71060	658.0120	Traffic Signal Face 5-12 Inch Vertical	Each	2	\$1,123.75	\$955.22	\$1,910.44
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	68	\$24,454.85	\$578.16	\$39,314.63
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	46	\$7,786.15	\$300.38	\$13,817.47
71067	SPV.0060.06	Pedestrian Countdown Signal Face 12-Inch	Each	46	\$8,872.27	\$323.99	\$14,903.59
71141	652.0220	Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	LF	40	\$15.55	\$6.69	\$267.65
71143	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	540	\$240.57	\$6.75	\$3,643.96
71145	652.0230	Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	LF	495	\$226.14	\$6.76	\$3,345.91
71146	652.0615	Conduit Special 3-Inch	LF	1,260	\$543.36	\$6.29	\$7,928.72
71147	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	720	\$288.05	\$6.70	\$4,825.90
71154	SPV.0090.01	Opticom Cable	LF	1,080	\$587.67	\$2.73	\$2,947.75
71155	SPV.0090.02	Loop Detector Slots	LF	85	\$212.20	\$6.87	\$583.70
71156	SPV.0090.03	Cable Traffic Signal Loop Lead-In	LF	295	\$100.22	\$2.52	\$744.86
71161	SPV.0090.04	Cable Service 3 #4/1 #8 LTP	LF	610	\$1,900.87	\$5.01	\$3,057.79
71171	655.0260	Cable Traffic Signal 12-14 AWG	LF	550	\$617.84	\$3.31	\$1,819.75
71172	SPV.0090.05	Cable Traffic Signal 17-14 AWG	LF	2,520	\$3,832.51	\$3.71	\$9,339.37
71173	SPV.0090.06	Cable Traffic Signal 20-14 AWG	LF	2,810	\$5,103.30	\$4.00	\$11,243.89
71174	SPV.0090.07	Cable Traffic Signal Interconnect 9-14 AWG	LF	860	\$915.53	\$7.62	\$6,553.52
71176	674.0300	Remove Cable	LF	3,655	\$162.28	\$0.92	\$3,357.14
71188	SPV.0060.07	Rectangular Vault 13"x24"x18"	Each	26	\$6,716.49	\$377.25	\$9,808.50
71189	SPV.0060.08	Rectangular Vault 17"x30"x18"	Each	28	\$8,645.69	\$427.70	\$11,975.54
71197B	SPV.0060.09	Signal Standard 13' Black	Each	28	\$20,259.64	\$1,204.30	\$33,720.35
71198B	SPV.0060.10	Signal Standard 1' Extension Black	Each	28	\$1,848.34	\$153.41	\$4,295.58
73294	SPV.0060.11	3' RSP Socket	Each	38	\$394.21	\$27.29	\$1,037.18
73295	SPV.0060.12	Socket (Concrete Install)	Each	26	\$367.82	\$39.53	\$1,027.72
73296	SPV.0060.13	Pipe 2"x9'6"	Each	55	\$1,754.65	\$35.29	\$1,940.78
73298	SPV.0060.14	Pipe 2"x11'0"	Each	9	\$289.89	\$35.59	\$320.35
73299	637.0202	Signs Reflective Type II	Sq Ft	638	\$4,539.45	\$13.02	\$8,308.28

TOTAL CITY COST      \$276,793.86  
TOTAL EXCLUDED COSTS      \$167,907.25

APPROVED BY:



ROBERT W. BRYSON  
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
TRAFFIC AND LIGHTING DESIGN UNIT  
JOSEPH C. BLAKEMAN

REVISED: OCTOBER 26, 2009

\* Please note that the Total City Cost includes the embedded costs of mobilization and traffic control which are included in the times used for calculating City Unit Costs on the attached worksheets.

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

The Comptroller's Office has reviewed Common Council Resolution File No. 070890 for traffic control devices in conjunction with East State Street from North Edison Street to North Prospect Avenue (City Share \$0 and Grantor Share \$276,793.86) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature:     *C. J. [unclear]*    

Date:     10/27/07





## Legislation Details (With Text)

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**File #:** 090892      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution authorizing the proper city officials to execute amended Utility Agreements with the State of Wisconsin, Department of Transportation for work on City of Milwaukee facilities in conjunction with the North-South Mitchell Interchange (Collector Distributor Roads/West Layton Avenue Contract), with a total estimated cost of \$343,369.95, with an estimated Grantor's share of \$309,032.95 and an estimated City of Milwaukee share of \$34,337.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, EXPRESSWAY, UTILITIES, WISCONSIN DEPARTMENT OF TRANSPORTATION

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

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090892

**Version**

ORIGINAL

**Reference**

971111

**Sponsor**

THE CHAIR

**Title**

Resolution authorizing the proper city officials to execute amended Utility Agreements with the State of Wisconsin, Department of Transportation for work on City of Milwaukee facilities in conjunction with the North-South Mitchell Interchange (Collector Distributor Roads/West Layton Avenue Contract), with a total estimated cost of \$343,369.95, with an estimated Grantor's share of \$309,032.95 and an estimated City of Milwaukee share of \$34,337.

**Analysis**

This resolution authorizes the Commissioner of Public Works and the Comptroller to execute the amended Utility Agreements Nos. 73, 74, 75, 76, 77, and 78 for Milwaukee Water Works, Environmental Engineering City of Milwaukee cable and City of Milwaukee conduit, for the utility work in conjunction with the North-South Mitchell Interchange (NSMI), with a total estimated cost of \$343,369.95 with an estimated Grantor's share of \$309,032.95 and an estimated City of Milwaukee share of \$34,337.

**Body**

Whereas, The State of Wisconsin, Department of Transportation (WISDOT) scheduled the rehabilitation of the North-South Mitchell Interchange (NSMI) in the City of Milwaukee; and

Whereas, The Department of Public Works (DPW) has worked with the WISDOT over the past year in planning the design and construction phasing of the project to best meet the needs of the citizens of the City of Milwaukee (CITY) and of the region as a whole; and

Whereas, Work on the NSMI has been phased in four major phases, being Phase I (South 27<sup>th</sup> Street; Airport Spur I; West Grange Avenue; West College Avenue) scheduled for 2009, Phase II (North Leg; West Layton Avenue; Airport Spur II) scheduled for 2010, and Phases III & IV (Mitchell Interchange) scheduled for 2011 and 2012; and

Whereas, There will be substantial work required on CITY utilities as a result of the design and construction associated with these NSMI contracts; and

Whereas, Wisconsin Statute 84.295(4m) indicates that the WISDOT will pay 90 percent of the cost alteration, rehabilitation and relocation of municipal utilities with the responsible jurisdiction liable for the remaining 10 percent of the cost; and

Whereas, It has been estimated that for the NSMI project, scheduled for 2010 within the CITY a total of approximately \$343,369.95 in CITY utility alterations will be necessary; and

Whereas, Utility Agreements were executed by the WISDOT and the CITY for work on City of Milwaukee facilities in conjunction with NSMI (South 27<sup>th</sup> Street; West Grange Avenue; West College Avenue; 2009 Advanced Utilities) in accordance with Common Council Resolution File Numbers 080400, 081307, and 081420, adopted on August 14, 2008, February 10, 2009, and March 11, 2009, respectively; and

Whereas, It has been estimated that for the 2010 Collector Distributor Roads/West Layton Avenue Contract amendments for Water will be \$65,000.00 with a Grantor share of \$58,500.00 and a CITY share of \$6,500.00; Environmental Engineering will be (\$18,730.05) with a Grantor share of (\$16,857.05) and a CITY share of (\$1,873.00); City of Milwaukee Cable will be \$70,000.00 with a Grantor share of \$63,000.00 and a CITY OF MILWAUKEE share of \$7,000.00; City of Milwaukee Conduit will be \$227,100.00 with a Grantor share of \$204,390.00 and a City share of \$22,710.00; and

Whereas, In order for the CITY to be reimbursed for the 90 percent share of the utility alteration cost on the NSMI contract, the WISDOT requires the entering into the Amended Utility Agreements, in accord with relocation assistance policy; and

Whereas, The WISDOT has provided the CITY with the necessary Amended Utility Agreements to facilitate reimbursement of the CITY costs in the alteration of CITY water, environmental engineering, cable and conduit facilities for the 2010 Collector Distributor Roads/West Layton Avenue work; 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 "Amended Agreements" Nos. 73, 74, 75, 76, 77, and 78 for Milwaukee Water Works, Environmental Engineering, Cable and Conduit, all attached to 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 review and/or prepare plans as necessary to accomplish the required utility alterations associated with the NSMI 2010 Collector Distributor Roads/West Layton Avenue contract and is authorized to allow the WISDOT to include CITY utility work in the 2010 award contracts for CITY utility work and/or have the necessary utility work associated with the 2010 contracts accomplished by CITY forces, whichever is deemed to be in the best interest of the city and NSMI project; and, be it

Further Resolved, That the funding to cover the 10 percent CITY cost of the NSMI contract utility alterations for water, environmental engineering, conduit, and cable facilities estimated to be \$6,500.00, (\$1,873.00), \$7,000.00, and \$22,710.00, respectively, are and/or will be placed in Department of Public Works Departmental Accounts as part of the CITY budget process in budget years as necessary to accommodate the projects scheduling and the Local Accounts Receivable Report (LARR) billings; and, be it

Further Resolved, That the CITY Comptroller is hereby authorized and directed to create within the Capital Improvement Fund, Grant and Aid projects, the necessary Project/Grant Chartfield Values for engineering and construction for the projects (expenditure) and transfer to any of these accounts the amounts required under the grant agreement and City Accounting Policy but not to exceed a 10 percent increase of the total amounts reserved for the Grantor's share and local share or \$5,000.00, whichever is greater, as follows:

**Water Works Department Account Numbers**

NS/194 - 2009 Advanced Utilities Contract (W. Mallory Avenue) (1030-21-78)  
1030-21-46  
WT410090504  
Fund 0420  
(\$71,500.00)

Grantor Reimbursable Share  
ST320082746  
Fund 0333  
(\$142,500.00)

Grantor Non-Reimbursable Share  
(\$501,000.00)

NS/I94 Collector Distributor Roads/Layton Contract (W. Mallory Avenue) (1030-20-71)  
1030-21-46  
WT410090504  
Fund 0420  
\$47,500.00

Grantor Reimbursable Share  
SP032090100 (ST320082746)  
Fund 0306  
\$61,141.00

Grantor Non-Reimbursable Share  
\$366,359.00

NS/I94 Collector Distributor Roads/Layton Contract (West Whitaker Avenue) (1030-20-71)  
1030-21-46  
WT410090507  
Fund 0420  
\$7,500.00

Grantor Reimbursable Share  
SP032090100 (ST320082946)  
Fund 0306  
\$9,654.00

Grantor Non-Reimbursable Share  
\$57,846.00

NS/I94 Collector Distributor Roads/Layton Contract (Layton Interchange) (1030-20-71)  
1030-21-46  
WT410090508  
Fund 0420  
\$10,000.00

Grantor Reimbursable Share  
SP032090100 (ST320083046)  
Fund 0306  
\$12,872.00

Grantor Non-Reimbursable Share  
\$77,128.00

NS/I94 Collector Distributor Roads/Layton Contract (South 20<sup>th</sup> Street Phase I) (1030-20-71)  
1030-21-46  
WT410090509  
Fund 0420  
\$6,000.00

Grantor Reimbursable Share  
SP032090100 (ST320083146)  
Fund 0306  
\$7,723.00

Grantor Non-Reimbursable Share  
\$46,277.00

NS/I94 Collector Distributor Roads/Layton Contract (South 15<sup>th</sup> Place) (1030-20-71)  
1030-21-46  
WT410090510  
Fund 0420  
\$2,500.00

Grantor Reimbursable Share  
SP032090100 (ST320083246)  
Fund 0306  
\$3,218.00

Grantor Non-Reimbursable Share  
\$19,282.00

NS/I94 Collector Distributor Roads/Layton Contract (West Halsey Avenue) (1030-20-71)  
1030-21-46  
WT410090511  
Fund 0420  
\$4,500.00

Grantor Reimbursable Share  
SP032090100 (ST320083346)  
Fund 0306  
\$5,792.00

Grantor Non-Reimbursable Share  
\$34,708.00

Previously authorized for Water Utility: \$6,070,000.00  
Current estimated Water Utility, including this resolution: \$6,135,000.00  
Original estimated Water Utility: \$2,175,000.00

**Environmental Engineering Account Number**

NS/I94 2009 Advanced Utilities Contract (Mallory) (1030-21-78)  
1030-21-47  
SM495090004  
Fund 0491  
(\$35,467.13)

Grantor Reimbursable Share  
ST320082747  
Fund 0333  
(\$34,232.20)

Grantor Non-Reimbursable Share  
(\$284,972.00)

NS/I94 Collector Distributor Roads/Layton Contract (West Mallory Avenue) (1030-20-71)  
1030-21-47  
SM49509004  
Fund 0491  
\$33,594.13

Grantor Reimbursable Share  
SP032090100 (ST320082747)  
Fund 0306  
\$33,662.15

Grantor Non-Reimbursable Share  
\$268,685.00

Previously authorized for Sewer Utility: \$908,607.26  
Current estimated Sewer Utility, including this resolution: \$889,877.21  
Original estimated Sewer Utility: \$1,233,000.00

**Cable Account Number**

NS/I94 Collector Distributor Roads/Layton Contract (Layton Interchange) (1030-20-71)  
1030-21-48  
ST270080703  
Fund 0333  
\$7,000.00

Grantor Reimbursable Share  
SP032090100 (ST320083048)  
Fund 0306  
\$63,000

Previously authorized for Cable Utility: \$602,000.00  
Current estimated Cable Utility, including this resolution: \$672,000.00  
Original estimated Cable Utility: \$300,000.00

**Conduit Account Number**

NS/I94 Collector Distributor Road/Layton Contract (Layton Interchange) (1030-20-71)  
1030-21-49  
ST280080212  
Fund 0333  
\$22,710.00

Grantor Reimbursable Share  
SP032090100 (ST320083049)  
Fund 0306  
\$204,390.00

Previously authorized for Conduit Utility: \$735,000.00  
Current estimated Conduit Utility, including this resolution: \$962,100.00  
Original estimated Conduit Utility: \$735,000.00

Previously authorized Utility Agreements: \$8,315,607.26  
Current estimated Utility Agreements, including this resolution: \$8,658,977.21

Original estimated Utility Agreements: \$4,443,000.00

; and, be it

Further Resolved, That the City Engineer is hereby authorized and directed to make periodic payments as necessary to accommodate the work requested for the NSMI Contract utility alterations as required under the aforementioned Amended Utility Agreements.

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

LG:AYH:amh

October 28, 2009

Reso N-S Mitch Ichang Ameng Utils Agreems (Rev) 102709.rtf

October 29, 2009

To the Honorable, the Common Council

Subject: North-South Mitchell Interchange (IH-94)  
Municipal Utility Agreements

Dear Council Members:

The Wisconsin Department of Transportation (WISDOT) is currently reconstructing the North-South Mitchell Interchange (NSMI) within the City of Milwaukee for the period from spring 2009 through 2012. The project is to be accomplished in four major phases, being the (South 27<sup>th</sup> Street; West Grange Avenue; West College Avenue) scheduled for 2009, (North Leg; West Layton Avenue) scheduled for 2010, and Mitchell Interchange scheduled for 2011 and 2012. The Department of Public Works has assisted the WISDOT in the design and construction phasing of the contracts to best meet the needs of the citizens of the City of Milwaukee and the region as a whole and has worked diligently to minimize costs.

Common council resolution file numbers 080400, 081307 and 081420 adopted August 14, 2008, February 10, 2009, and March 11, 2009, respectively, approved and authorized the execution of utility agreements with WISDOT for work on City of Milwaukee facilities in conjunction with the NSMI (South 27<sup>th</sup> Street; West Grange Avenue; West College Avenue; Bolivar Avenue Realignment and 2009 Advanced Utilities) contracts. The utility agreements provided funding participation of 90 percent federal/state with 10 percent City of Milwaukee share.

The WISDOT is requesting an amendment to the original utility agreements previously executed by the City of Milwaukee to include the 2010 Collector Distributor Roads/West Layton Avenue Contract (West Mallory Avenue; West Whitaker Avenue; South 20<sup>th</sup> Street; South 15<sup>th</sup> Place; West Halsey Avenue; and W. Layton Avenue). The amendments include necessary alterations to city water, sewer, cable and conduit facilities. State statute § 84.294(4m) requires that the City of Milwaukee accommodate these types of freeway projects and that WISDOT pay 90 percent of the cost for alterations to municipal facilities with remaining 10 percent being the responsibility of the affected municipal jurisdiction.

In order to be reimbursed for the 90 percent WISDOT share of the work, it is necessary for the City of Milwaukee to enter into amended utilities agreements which define the work and the process for cost sharing on the project. The WISDOT has provided the City of Milwaukee with the necessary agreements and estimates for the 2010 Collector Distributor Roads/West Layton Avenue Contract as follows:

At West Mallory Avenue:

The water main work relocation, previously approved, is moved from 2009 project I.D. 1030-21-78 to 2010 project I.D. 1030-20-71. There is a cost reduction for the water main work from \$715,000.00 to \$475,000.00. City of Milwaukee staff and WisDOT designers identified a more cost effective alternative than was proposed.

The sewer work relocation, previously approved, is moved from 2009 project I.D. 1030-21-78 to 2010 project I.D. 1030-20-71. Decrease in cost of \$18,730.05.

At West Whitaker Avenue:

Water Works – \$75,000.00, of which City of Milwaukee share will be \$7,500.00.

At South 20<sup>th</sup> Street:

Water Works – \$60,000.00, of which City of Milwaukee share will be \$6,000.00.

At South 15<sup>th</sup> Place:

Water Works – \$25,000.00, of which City of Milwaukee share will be \$2,500.00.

At West Halsey Avenue:

Water Works – \$45,000.00, of which City of Milwaukee share will be \$4,500.00.

At West Layton Avenue:

Water Works – \$100,000.00, of which City of Milwaukee share will be \$10,000.00.

City Cable – \$70,000.00, of which City of Milwaukee will be \$7,000.00

City of Milwaukee Conduit – \$227,100.00, of which City of Milwaukee share is \$22,710.00.

The Department of Public Works has reviewed the estimates and find them to accurately reflect the required utility alterations in conjunction with the 2010 portion of the contracts. As such we have prepared the attached resolution which if adopted will approve the utility agreements associated with Amendments Nos. 73, 74, 75, 76, 77, and 78 for the 2010 Collector Distributor Roads/West Layton Avenue construction work of the NSMI and will allow for the City of Milwaukee's participation in the alteration of Water, Environmental

The Honorable, the Common Council  
October 29, 2009  
Page 3 of 3

Engineering, City of Milwaukee Cable, and City of Milwaukee Conduit facilities as necessary and will provide for 90 percent cost share by the WISDOT. Said resolution will also authorize the Commissioner of Public Works to execute the various agreements as well as take actions as necessary to accomplish the work and will authorize the City Engineer and the Comptroller to make periodic payments and billings in accord with established procedures to properly account for the costs associated with said work. We respectfully recommend adoption of the resolution.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

AYH:amh

Attachments

c: Mr. W. Martin Morics (with attachments)  
Ms. Lila Gorney (with attachments)  
Ms. Cynthia Wisneski (with attachments)

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 29, 2009

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

Original Fiscal Note  Substitute

SUBJECT: Resolution authorizing the proper city officials to execute amended Utility Agreements with the State of Wisconsin, Department of Transportation for work on City of Milwaukee facilities in conjunction with the North-South Mitchell Interchange (Collector Distributor Roads/West Layton Avenue Contract), with a total estimated cost of \$343,369.95 with an estimated Grantor's share of \$309,032.95 and an estimated City of Milwaukee share of \$34,337.00.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey S. Polenske, PE/City Engineer/Infrastructure Services Division/extension 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
OTHER:	Water Main Project (Fund 0420)	WT410090000	\$6,500.00		
	Grantor Reimbursable Water (Fund 0306)	SP032090100	(\$42,100.00)	(\$42,100.00)	
	Grantor Non-Reimbursable Water		\$100,600.00	\$100,600.00	
	Relief & Relay Sewers (Fund 0491)	SM495090000	(\$1,873.00)		
	Grantor Reimbursable Sewers (Fund 0306)	SP032090100	(\$570.05)	(\$570.05)	
	Grantor Non-Reimbursable Sewers		(\$16,287.00)	(\$16,287.00)	
	Public Safety Committee (Fund 0333)	ST270080000	\$7,000.00		
	Grantor Reimbursable Cable (Fund 0306)	SP032090100	\$63,000.00	\$63,000.00	
	Underground Conduit (Fund 0333)	ST280080000	\$22,710.00		
	Grantor Reimbursable Conduit (Fund 0306)	SP032090100	\$204,390.00	\$204,390.00	
<b>TOTALS</b>			<b>\$343,369.95</b>	<b>\$309,032.95</b>	

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Expenditure = \$343,369.95
<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Revenue = \$309,032.95
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

The total expenditure includes the cost of engineering, inspection, construction and city forces.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**MUNICIPAL AGREEMENT AMENDMENT NO. 73**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-46	County Milwaukee	UA Number 516
Road Name I-94 N/S Freeway; 2009 Advanced Utilities Contract (1030-21-78)		Highway I-94
Utility name City of Milwaukee – Department of Public Works – Milwaukee Water Works (Water)		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 73 is to remove the cost of the W. Mallory Avenue watermain relocation from the 2009 Advanced Utilities Contract (1030-21-78). The W. Mallory watermain construction is being moved to the N-S Freeway – CD Road contract (1030-20-71) The Layton Avenue watermain relocation remains under the Advanced Utility Contract. The original Municipal Agreement for this Parcel was executed under the contract for Grange Avenue Water Main Relocation (1030-21-71).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Water facilities.	Removal of the W. Mallory Avenue relocation of City Water facilities from the 2009 Advanced Utilities Contract, of the I-94 North-South Freeway.	- \$ 715,000.00

**Net increase/decrease in agreement: \$ 715,000.00 decrease.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

\_\_\_\_\_  
(Municipal Utility) (Date)

X \_\_\_\_\_  
(Administrator) (Date)

X \_\_\_\_\_  
(Signature) (Date)

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

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

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

**MUNICIPAL AGREEMENT AMENDMENT NO. 74**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-47	County Milwaukee	UA Number 517
Road Name I-94 N/S Freeway; 2009 Advanced Utilities Contract (1030-21-78)		Highway I-94
Utility name City of Milwaukee – Sewer		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 74 is to remove the cost of the W. Mallory Avenue sewer relocation from the 2009 Advanced Utilities Contract (1030-21-78). The W. Mallory Avenue sewer construction is being moved to the N-S Freeway – CD Road contract (1030-20-71). The original Municipal Agreement for this Parcel was executed under the contract for the Grange Avenue Overpass (1030-20-77).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Sewer facilities.	Removal of the W. Mallory Avenue relocation of City Sewer facilities from the 2009 Advanced Utilities Contract of the I-94 North-South Freeway.	- \$ 354,671.33

**Net increase/decrease in agreement: \$ 354,671.33 decrease.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

\_\_\_\_\_  
(Municipal Utility) (Date)

X \_\_\_\_\_  
(Administrator) (Date)

X \_\_\_\_\_  
(Signature) (Date)

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

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

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

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

**MUNICIPAL AGREEMENT AMENDMENT NO. 75**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-46	County Milwaukee	UA Number 516
Road Name I-94 N/S Freeway – College Av to Howard Av – Collector Distributor Rds / Layton IC (1030-20-71)		Highway I-94
Utility name City of Milwaukee – Department of Public Works – Milwaukee Water Works (Water)		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 75 is to add the cost of relocations, Reconstructions and adjustments of water facilities at the W. Mallory Avenue, W. Whitaker Avenue, W. Layton Avenue, S. 20<sup>th</sup> Street, S. 15<sup>th</sup> Place and W. Halsey Avenue areas of the I-94 North-South Freeway. The W. Mallory Avenue water main construction is being moved from the 2009 Advanced Utilities Contract (1030-21-78). The original Municipal Agreement for this Parcel was executed under the contract for Grange Avenue Water Main Relocation (1030-21-71).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Water facilities.	Addition of relocations, reconstructions and adjustments of City water facilities as necessary for the reconstruction of the W. Mallory Ave, W. Whitaker Ave, W. Layton Ave, S. 20 <sup>th</sup> St, S. 15 <sup>th</sup> Pl, and W. Halsey Ave. areas of the I-94 North-South Freeway.	+ \$ 780,000.00

**Net increase/decrease in agreement: \$ 820,950.63 increase.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

X  
\_\_\_\_\_  
(Administrator) (Date)

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

\_\_\_\_\_  
(Municipal Utility) (Date)

X  
\_\_\_\_\_  
(Signature) (Date)

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

X  
\_\_\_\_\_  
(Signature) (Date)

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

X  
\_\_\_\_\_  
(Signature) (Date)

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

**MUNICIPAL AGREEMENT AMENDMENT NO. 76**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-47	County Milwaukee	UA Number 517
Road Name I-94 N/S Freeway – College Av to Howard Av – Collector Distributor Rds / Layton IC (1030-20-71)		Highway I-94
Utility name City of Milwaukee – Sewer		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 76 is to add the cost of the W. Mallory Avenue sewer relocation to the N-S Freeway – CD Road contract (1030-20-71). The W. Mallory Avenue sewer construction is being moved from the 2009 Advanced Utilities Contract (1030-21-78). The original Municipal Agreement for this Parcel was executed under the contract for the Grange Avenue Overpass (1030-20-77).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Sewer facilities.	Addition of relocations, reconstructions and adjustments of City Sewer facilities to the N-S Freeway – CD Road contract (1030-20-71) of the I-94 North-South Freeway. The W. Mallory Avenue relocation of City Sewer facilities is being moved from the 2009 Advanced Utilities Contract	+ \$ 335,941.28

**Net increase/decrease in agreement: \$ 335,941.28 increase.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

\_\_\_\_\_  
(Municipal Utility) (Date)

X \_\_\_\_\_  
(Administrator) (Date)

X \_\_\_\_\_  
(Signature) (Date)

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

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

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

**MUNICIPAL AGREEMENT AMENDMENT NO. 77**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-48	County Milwaukee	UA Number 518
Road Name I-94 N/S Freeway – College Av to Howard Av – Collector Distributor Rds / Layton IC (1030-20-71)		Highway I-94
Utility name City of Milwaukee – Cable		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 77 is to add the cost of removal and reinstallation of City cable facilities at W. Layton Avenue and for the reinstallation of City cable facilities at W. College Avenue as necessary for the reconstruction of the I-94 North-South Freeway. The original Municipal Agreement for this Parcel was executed under the contract for South 27<sup>th</sup> Street (1030-20-70).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Cable facilities.	Addition of relocations, reconstructions and adjustments of City Cable facilities as necessary for the reconstruction of W. Layton Avenue and College Avenue areas of the I-94 North-South Freeway.	+ \$ 70,000.00

**Net increase/decrease in agreement: \$ 70,000.00 increase.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

X \_\_\_\_\_  
(Administrator) (Date)

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

\_\_\_\_\_  
(Municipal Utility) (Date)

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

**MUNICIPAL AGREEMENT AMENDMENT NO. 78**

2008 S.84.09(1) Wis. Stats.

Wisconsin Department of Transportation

Utility Project ID Number 1030-21-49	County Milwaukee	UA Number 519
Road Name I-94 N/S Freeway – College Av to Howard Av – Collector Distributor Rds / Layton IC (1030-20-71)		Highway I-94
Utility name City of Milwaukee – Conduit		

The agreement in effect between the above named Utility and the State of Wisconsin, Department of Transportation, Division of Transportation Infrastructure Development for the performance of certain work on the above project shall be changed in the following particulars. The acceptance of this amendment by the Utility and its approval by the Wisconsin Department of Transportation shall constitute a mutual agreement as part of the original agreement binding upon both parties in the same manner as though the essence of the amendment had originally been in the agreement.

**Reason for Amendment:**

This Municipal Agreement Amendment No. 78 is to add the cost of conduit relocations at W. Layton Avenue as necessary for the reconstruction of the I-94 North-South Freeway. The original Municipal Agreement for this Parcel was executed under the contract for Grange Avenue Overpass (1030-20-77).

**Change to Current Agreement**

ITEM	EXPLANATION	COST (+/-)
City Conduit facilities.	Additions of relocations, reconstructions and adjustments of City Conduit facilities as necessary for the reconstruction of the W. Layton Avenue area of the I-94 North-South Freeway.	+ \$ 227,100.00

**Net increase/decrease in agreement: \$ 227,100.00 increase.**

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

Wisconsin Department of Transportation  
Division of Transportation Infrastructure Development

\_\_\_\_\_  
(Municipal Utility) (Date)

X \_\_\_\_\_  
(Administrator) (Date)

X \_\_\_\_\_  
(Signature) (Date)

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

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

X \_\_\_\_\_  
(Signature) (Date)

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

X \_\_\_\_\_  
(Signature) (Date)

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

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

The Comptroller's Office has reviewed Common Council Resolution File No. \_\_\_\_\_ for N/S Freeway new and amended utility agreements numbers 73, 74, 75, 76, 77, and 78 at a total cost of \$343,369.95 (Grantor Share \$309,032.95 and City Share \$34,337.00) and approved the resolution as to:

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

The following deficiencies were noted:

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

Signature:                     *C. Wisniewski*                    

Date:                     10/28/09





## Legislation Details (With Text)

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**File #:** 090418      **Version:** 1

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution amending a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Fiscal Note, Special Privilege Petition and Drawing, Letter from Department of Public Works, Pictures, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
7/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
8/5/2009	0	CITY CLERK	REFERRED TO		
10/29/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090418

**Version**

SUBSTITUTE 1

**Reference**

061336

**Sponsor**

THE CHAIR

**Title**

Substitute resolution amending a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street, in the 4<sup>th</sup> Aldermanic District.

**Analysis**

This resolution amends a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street.

**Body**

Whereas, Breof BNK Midwest, LLC requested permission to keep and maintain monitoring wells, pipes, manholes, show chutes and banner poles for its property; and

Whereas, Permission for said items was granted in 2007 under Common Council Resolution File Number 061336; and

Whereas, Breof BNK Midwest, LLC has removed the monitoring wells and the pipes that were part of the remediation system from the public right-of-way; and

Whereas, In order to release the grantee from insurance and annual fee requirements for the monitoring wells and remediation system, the Common Council needs to adopt an amending resolution; now, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 061336 is hereby rescinded; and, be it

Further Resolved, That Breof BNK Midwest, LLC, 111 East Wisconsin Avenue, Suite 100, Milwaukee, Wisconsin 53202, is hereby granted the following special privileges:

1. To keep and maintain two 4-inch diameter PVC pipes and one 2-inch diameter electrical conduit. The pipes commence at a point 83 feet west of the westline of North Water Street in the north sidewalk area of East Clybourn Street and extend east to a point 2 feet 6 inches east of the westline of North Water Street where they turn north and extend to a point 55 feet north of the northline of East Clybourn Street in the west sidewalk area of North Water Street for a total distance of 140 feet 6 inches.
2. To keep and maintain a 2-foot 6-inch wide concrete utility trench abutting 501 North Water Street in North Water Street and East Clybourn Street. Said utility trench commences at a point 78 feet 10 inches west of the westline of North Water Street in the north sidewalk area of East Clybourn Street, extends east to the westline of North Water Street where it turns and extends north, along the west sidewalk area of North Water Street, to a point approximately 28 feet north of the northline of East Clybourn Street for a total distance of 106 feet 10 inches. The utility trench is 2 feet 6 inches deep.
3. To keep and maintain a snow chute on the north side of East Clybourn Street centered approximately 37 feet west of the westline of North Water Street. Said snow chute projects 2 feet into the north sidewalk area of East Clybourn Street at a minimum elevation of 10 feet above the adjacent sidewalk grade. Said 40-foot long, from top to bottom, snow chute is 6 feet wide at the top and 4 feet wide at the bottom.
4. To keep and maintain a snow chute on the south side of East Michigan Street centered approximately 70 feet west of the westline of North Water Street. Said snow chute projects 2 feet into the south sidewalk area of East Michigan Street at a minimum elevation of 10 feet above the adjacent sidewalk grade. Said 40-foot long, from top to bottom, snow chute is 6 feet wide at the top and 4 feet wide at the bottom.

5. To keep and maintain three 3 ½-inch diameter steel banner poles in the west sidewalk area of North Water Street between East Wisconsin Avenue and East Michigan Street. Said banner support poles are 17 feet 6 inches tall and extend 6 feet below grade. Said banner poles can not be used to advertise a particular business.

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, Breof BNK Midwest, 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 City Clerk 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 own 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 City Clerk.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$254.89. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1<sup>st</sup> of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

MDL: ns

October 13, 2009

090418

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 13, 2009

FILE NUMBER: 090418

Original Fiscal Note  Substitute

SUBJECT: Substitute resolution amending a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$254.89	
<b>TOTALS</b>				\$254.89	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$254.89
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Special Privilege Committee Fee Schedule

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

061336



# PETITION FOR A SPECIAL PRIVILEGE

cci-246 (6/09)

SP 2474

- New application \$250.00 Fee
- Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)
- Amendment to remove items from Special Privilege # 2296 (No fee)
- Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. www.milwaukee.gov/license
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

To the Honorable, The Common Council of the City of Milwaukee:

The Licensee BREOF BNK Midwest LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 543 N Water St  
(Street Address and Zip Code)

in the 4<sup>th</sup> 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: Removal of monitoring wells

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): MICHELLE BERLINER, AS AGENT  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: [Handwritten Signature]  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: BREOF BNK Midwest LLC  
(if applicable, as shown above)

(OVER)

Mailing Address (if different than property address above): BREOF 200 VESSEY STREET  
11<sup>TH</sup> FLOOR THREE WORLD FINANCIAL CENTER  
City: N.Y.C. State: N.Y Zip: 10281-1021

Telephone: 212 417-7257 E-Mail: M.BERLINER@Brookfield.com

Architect/Engineer/Contractor (If Applicable)

Name: Sigma Environmental Services, Inc.

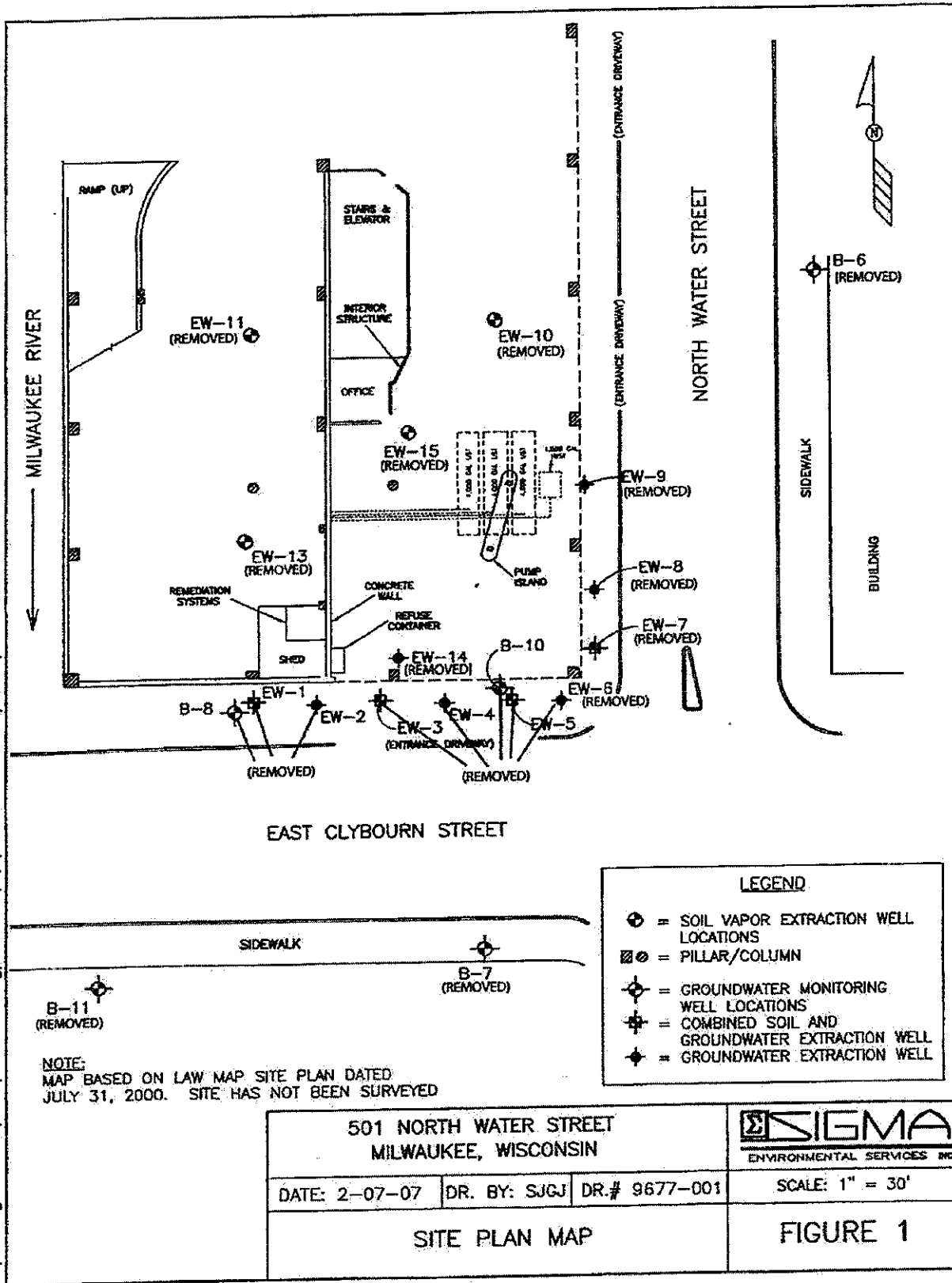
Address: 1300 W. Canal Street

City: Milwaukee State: WI Zip: 53233

Telephone: 414-643-4200 E-Mail: smeer@thesigmagroup.com

CITY OF MILWAUKEE  
2009 JUL 20 AM 8:44  
RONALD D. LEONHARD  
CITY CLERK

K:\JP Morgan Chase\9677\9677-001.dwg, F1-SPMP, 4/3/2007 10:31:15 AM, Letter, 1:1



October 13, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090418

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090418, amending a special privilege to Breof BNK Midwest, LLC for removal of monitoring wells and remediation system for the premises at 543 North Water Street.

The applicant requested permission to keep and maintain monitoring wells, pipes, manholes, snow chutes and banner poles in the public right-of-way. Permission was granted under Common Council Resolution File Number 061336 in 2007. Subsequently, the applicant removed the monitoring wells and pipes that were part of a remediation system from the public right-of-way. The attached resolution eliminates the monitoring wells and remediation pipes from the special privilege and releases Breof BNK Midwest, LLC from the insurance and annual fee requirements of said items.

We are not aware that the presence of the remaining items 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 remove the monitoring wells and the pipes that were part of the remediation system from the special privilege 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



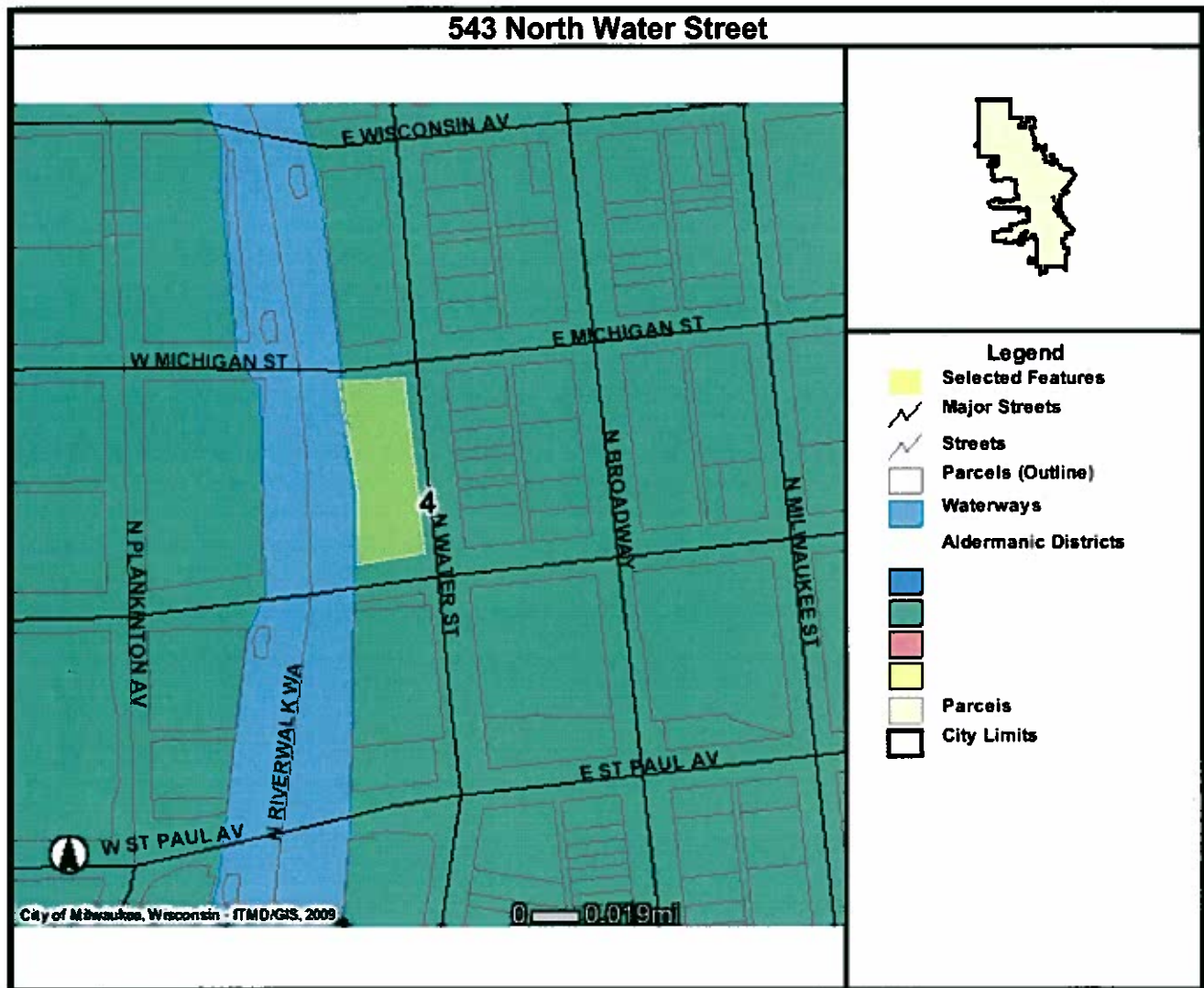
CCF 090418 543 N Water St 9-24-2009  
Looking NW'ly across E Clybourn St and  
N Water St at snow chute on the south  
end of the building.



CCF 090418 543 N Water St 9-24-2009  
Looking W'ly from Water St at the N  
sidewalk area of E Clybourn St



CCF 090418 543 N Water St 9-24-2009  
Looking W'ly across Water at one of three  
blue banner poles.







Legislation Details (With Text)

**File #:** 021739      **Version:** 1

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

**File created:** 3/25/2003      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** A substitute ordinance to grant an airspace lease to Milwaukee School of Engineering for an existing elevated running track overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway, and to declare that such an airspace lease is in the public interest.

**Sponsors:** THE CHAIR

**Indexes:** AIR SPACE LEASES

**Attachments:** Air Space Lease Drawing.PDF, Air Space Lease Petition.PDF, Development Center Cover Letter.PDF, Plat Map.PDF, Fiscal note, Agreement, City Plan Commission Letter, Letter from Special Committee on Air and Subterranean Lease Structures, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
3/25/2003	0	COMMON COUNCIL	ASSIGNED TO		
3/26/2003		PUBLIC WORKS COMMITTEE	REFERRED TO		
3/26/2003		PUBLIC WORKS COMMITTEE	REFERRED TO		
1/31/2006	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
10/20/2009	1	CITY CLERK	DRAFT SUBMITTED		
11/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number  
021739  
Version  
SUBSTITUTE 1  
Reference

Sponsor  
THE CHAIR  
Title

A substitute ordinance to grant an airspace lease to Milwaukee School of Engineering for an existing elevated running track overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway, and to declare that such an airspace lease is in the public interest.

Analysis

In accordance with state law, this ordinance will grant an airspace lease to Milwaukee School of Engineering for an existing overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway.

Body

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

Part 1: FINDINGS. In accordance with the provisions of s.66.0915(4), Stats., (2007-2008), the Common Council of the City of Milwaukee hereby authorizes, directs and agrees that the City of Milwaukee enter into a lease with Milwaukee School of Engineering for the purpose of enabling Milwaukee School of Engineering to use and maintain an existing elevated running track overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway, with the lowest part of that portion not less than 25.90 feet above the sidewalk area bordering East Knapp Street, and consisting of not more than 11.00 feet in width and 74.00 feet in length, and the Common Council of the City of Milwaukee hereby finds that said space above the above-described streets is not needed for street, alley or other public purposes and that the public interest will be served by such leasing inasmuch as the overhang will continue to aid in the development of the downtown area and convenience of the public.

Part 2: A copy of such lease is attached hereto and is made part of Common Council File No. 021739.

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

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

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

.LRB

APPROVED AS TO FORM

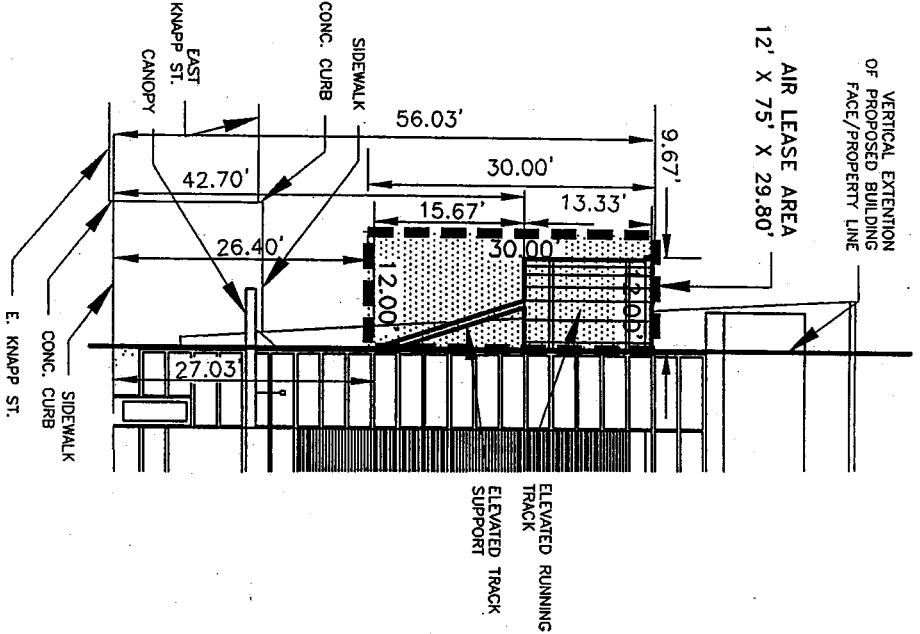
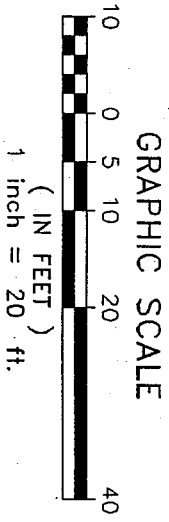
\_\_\_\_\_  
Legislative Reference Bureau  
Date:\_\_\_\_\_

Attorney

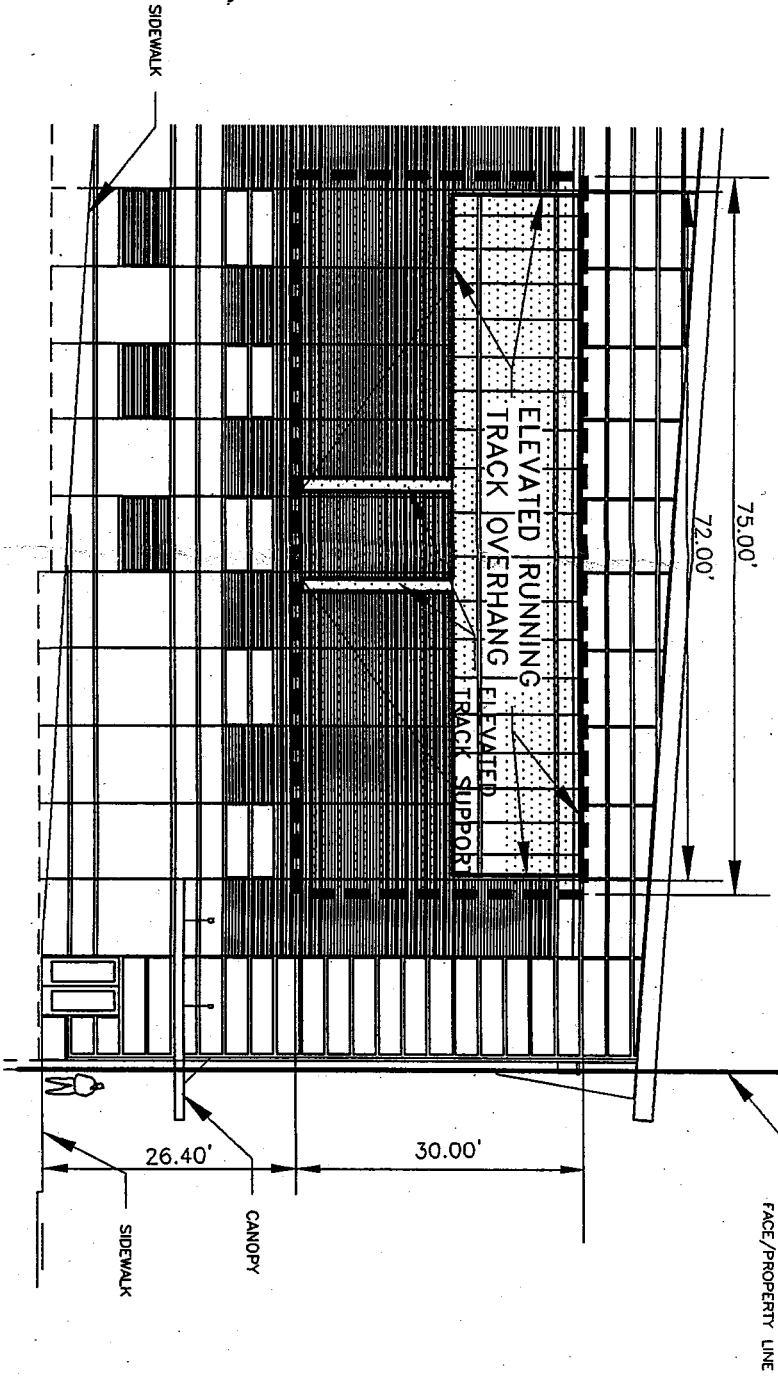
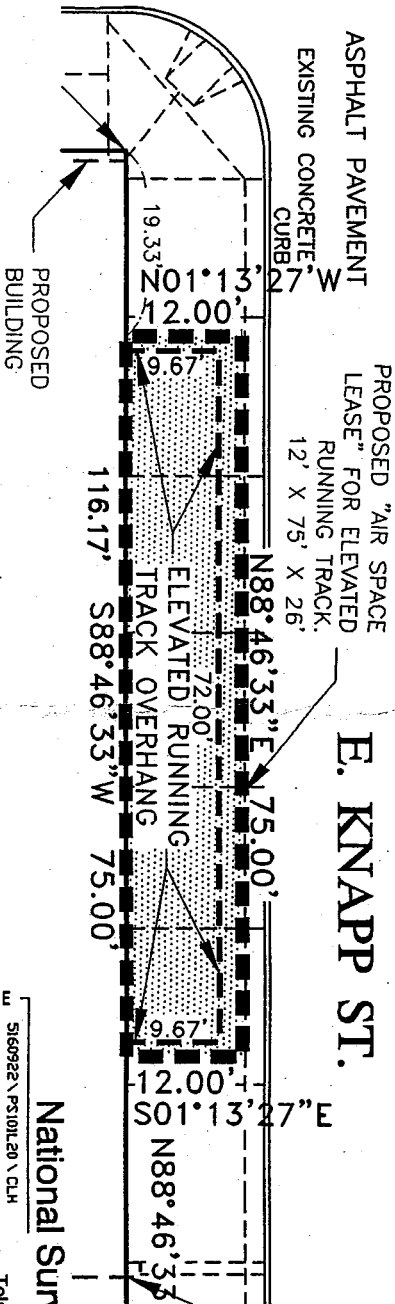
IT IS OUR OPINION THAT THE ORDINANCE  
IS LEGAL AND ENFORCEABLE

\_\_\_\_\_  
Office of the City Attorney  
Date:\_\_\_\_\_

Requestor  
CA  
Drafter  
TDM/tdm  
1029-2005-488:140022



N. MARKET ST.



# AIR LEASE EXHIBIT

SITE BALANCE  
S:\5160922\PS101L20\CLH  
National Survey & Engineering  
Telephone 262-781-1000  
Facsimile 262-797-7373  
16745 W. Bluemound Road  
Suite 200  
Brookfield, WI 53005-5838  
www.nseae.com

# Customer Information

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

## Air or Subterranean Space Lease Petition

R SUBTERRANEAN SPACE LEASE PETITION/HISC  
MAR 03 2003/10:05 AM  
02-0085114/P/\$ 150.00

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

Date FEBRUARY 26, 2003

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

The undersigned Kenneth A. McAtzer, Vice President  
(state whether petitioner is an individual, co-partnership, ~~Wisconsin~~ or foreign corporation)  
respectfully petitions the Common Council of the City of Milwaukee, according to the provisions of Section 66.048(3)  
and (4) of the Wisconsin Statutes, that the following space lease be granted:

MR SPACE LEASE FOR RUNNING TRACK ENCROACHMENT

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

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

SEE ATTACHED DRAWING C-1.002 WITH LEGAL DESCRIPTION

also known by street and number as 1251 N. BROADWAY and JUNEAU  
which property is located on both sides of that portion of the (street, alley or \_\_\_\_\_) to be so leased.

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

Signature Kenneth A. McAtzer

Address 1025 N. Broadway

Phone 414-277-7119

Corporation, firm or society Milw. School of Engineering

Address 1025 N. Broadway

Title or office held in same Vice President

0900

ATTACHMENTS: 1) C-1.002 SURVEY WITH BUILDING FOOTPRINT  
2) MR LEASE LEGAL DESCRIPTION  
3) MR LEASE EXHIBIT DRAWING

16745 West Bluemound Road, Suite 200  
Brookfield, Wisconsin 53005-5938  
Phone 262-781-1000  
Fax 262-781-8466 engineering  
Fax 262-797-7373 surveying  
Website [www.nsaе.com](http://www.nsaе.com)

## AIR LEASE LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST FRACTION OF SECTION 20, TOWN 7 NORTH, RANGE 22 EAST, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH MARKET STREET AND THE SOUTH LINE OF EAST KNAPP STREET, SAID POINT BEING THE NORTHWEST CORNER OF LOT 12 BLOCK 151 SAID FRACTION OF SECTION 20; THENCE NORTH 88°46'33" EAST ALONG SAID SOUTH LINE 19.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°13'27" WEST 12.00 FEET TO A POINT; THENCE NORTH 88°46'33" EAST 75.00 FEET TO A POINT; THENCE SOUTH 01°13'27" EAST 12.00 FEET TO A POINT; THENCE SOUTH 88°46'33" WEST 75.00 FEET TO THE POINT OF BEGINNING. THE ELEVATED TRACK OVERHANGS THE PUBLIC RIGHT OF WAY. FROM THE EXISTING SIDEWALK AT THE POINT OF COMMENCEMENT THE SUPPORTS PERTRUD FROM THE BUILDING 26.6 FEET ABOVE THE WALK AND THE TOP OF THE RUNNING TRACK IS 56.4 FEET ABOVE THE POINT OF COMMENCEMENT.

PREPARED BY: STEVE SOUTHWELL, RLS  
DATE: FEBRUARY 24, 2003  
SURVEY NO.: 160922

S\5160922\DOC\AIR LEASE LEGAL

S I T E B A L A N C E





March 3, 2003

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

Commissioner Martin Collins  
Dept. of Neighborhood Services

Commissioner Julie Penman  
Attn: Elaine Miller  
Department of City Development

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

Commissioner Mariano Schifalacqua  
Attn: Tom Miller  
Department of Public Works

City Engineer Jeffrey S. Polenske  
Attn: Jeff Mantes

Re: Air space lease petition from Milwaukee School of Engineering

Dear Committee Members:

In accordance with Section 245-14 of the Milwaukee Code of Ordinances, I am forwarding to you materials relating to an application for an air space lease filed by Milwaukee School of Engineering. The lease will facilitate development of an elevated running track for building to be located at E Knapp St & N Broadway.

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

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

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

Thank you.

Sincerely,

Linda Eichhorst  
Development Center

Attachments

Cc: Ald. Paul Henningsen  
Kenneth A McAteer



## CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 11, 2009

FILE NUMBER: 021739

Original Fiscal Note  Substitute

**SUBJECT:** A substitute ordinance to grant an airspace lease to Milwaukee School of Engineering for an existing elevated running track overhang extending over the lot line of East Knapp Street, between North Market Street and North Broadway, and to declare that such an airspace lease is in the public interest.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Annual billing/initial Inspection		\$2.77/4.04		
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:			\$2.77/4.04	\$1512.00	
<b>TOTALS</b>				\$1512.00	

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Fee (Income) \$1512.00
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Annual Cost Billing - \$2.77/4.04
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

Annual billing/initial Inspection

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Fee calculated by the City of Milwaukee Real Estate Agent

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

AIRSPACE LEASE  
BETWEEN THE CITY OF MILWAUKEE  
AND THE MILWAUKEE SCHOOL OF  
ENGINEERING  
FOR AN EXISTING OVERHANG STRUCTURE

Document Number

Document Title

Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

**AIRSPACE LEASE  
BETWEEN THE CITY OF MILWAUKEE  
AND THE MILWAUKEE SCHOOL OF ENGINEERING  
FOR AN EXISTING OVERHANG STRUCTURE**

The City of Milwaukee, a Wisconsin municipal corporation (“Lessor” or “City”), and Milwaukee School of Engineering, a Wisconsin educational institution (“Lessee”), pursuant to the provisions of sec. 66.0915(4), Wisconsin Statutes (2007-2008), do hereby make and enter into this Lease Agreement as of the \_\_\_ day of \_\_\_\_\_, 2009.

1. Description. The Lessor hereby leases an airspace over the sidewalk area bordering East Knapp Street between North Market Street and North Broadway Street, in the City of Milwaukee, for the purpose of maintaining an elevated running track overhang (“overhang”) on property known as 1245 North Broadway Street, with the lowest part not less than 25.90 feet above the sidewalk area bordering East Knapp Street and consisting of not more than 11.00 feet in width and 74.00 feet in length, the airspace being more particularly described as follows:

Part of the Partition of Southeast Fraction of Section 20, Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the intersection of the East line of North Market Street and the South line of East Knapp Street, said point being the Northwest corner of Parcel 2 of Certified Survey Map

No. 7217; thence North 88° 46'33" East along said South line 19.33 feet to the point of beginning bottom elevation 25.90 feet, top elevation being 56.80 feet; thence North 01° 13'27" West 11.00 feet to a point bottom elevation 25.90 feet, top elevation being 56.90 feet; thence North 88° 46'33" East 79.00 feet to a point bottom elevation 25.90 feet, top elevation being 56.90 feet; thence South 01° 13'27" East 11.00 feet to a point bottom elevation 25.90 feet, top elevation being 56.90 feet; thence South 88° 46'33" West 74.00 feet to the point of beginning the elevated track overhang the public right of way from the existing sidewalk at the point of commencement the supports protrude from the building 26.9 feet above the walk and the top of the running track is 56.9 feet above the point of commencement.

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

3. Rental. The rental payable to the Lessor by the Lessee under the Lease shall be the sum of \$1512.00 per year. This rental shall be paid by the Lessee in annual payments to the Office of the City Comptroller, the first payment being due upon execution of this Lease, and future annual payments to be due 30 days prior to the annual anniversary date of the Lease. At the option of the Lessor, the rental amount may be reviewed and increased every ten years. Rent increases shall be proportionate to any increase in the average land values of the neighboring properties. If appropriate, the Lessee may pre-pay the rental fee in a lump sum at a discounted rate to be determined by the City's Department of City Development.

4. Use and Occupancy. The Lessee covenants and agrees that those portions of the overhang currently located within the public airspace subject to this Lease will be operated, used, and maintained in accordance with operating standards, methods, and procedures that may be established from time to time by the Plan Commission of the City of Milwaukee.

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

6. Insurance and Indemnity. The Lessee shall maintain and keep in force during the term of the Lease public-liability insurance in no event less than the amount of \$500,000.00 for an individual claim and \$1,000,000.00 for multiple claims arising out of an accident involving the overhang or the use or occupancy of the area hereby leased, and the Lessor shall be named as an additional insured and shall be held harmless from all claims, liabilities, or causes of action arising out of any injury to person, or persons, or damage to real or personal property arising out of the construction, maintenance, destruction, or dismantling of the overhang, or from collapse of the overhang; or which arise by reason of any material or thing whatsoever falling or being thrown from the overhang. A certificate of insurance in those sums, including the Lessor as a party insured, shall be deposited with the City Clerk of the City of Milwaukee immediately following execution of the Lease. At the option of the Lessor, these minimum amounts may be reviewed and increased or decreased every ten years, with any adjustment being proportionate to the land value of the property.

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

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

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

9. Entry by Lessor. The Lessor, by its officers, agents, or employees, may at all reasonable times during Lessee's business hours and upon reasonable prior notice have access to and enter the leasehold area to view the condition of the area and require any and all necessary repairs and alterations thereto for the public safety and well-being. This right shall in no way eliminate the Lessee's obligation of determining and maintaining the structural adequacy of the overhang.

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

11. Surrender of Premises. Upon the termination of the Lease, the Lessee agrees to surrender or relinquish any claims or right to further utilize the airspace. The Lessee shall, prior to surrender of the airspace, cause the overhang to be demolished and removed and the airspace returned to the same condition as it was when first acquired by the Lessee in compliance with the applicable building codes, unless otherwise directed by the Lessor. In the event of the failure of the Lessee to remove the overhang within six months after the termination of the Lease, it shall pay liquidated damages to the Lessor in the sum of \$100.00 for each and every day it remains in possession of the airspace after the expiration of six months from the termination of the Lease.

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

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

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



\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_





Department of City Development

City Plan Commission  
Historic Preservation Commission  
Neighborhood Improvement  
Development Corporation  
Redevelopment Authority

**Rocky Marcoux**  
Commissioner

**Martha L. Brown**  
Deputy Commissioner

January 5, 2009

To the Honorable Common Council  
Public Works Committee  
City of Milwaukee

Dear Committee Members:

File No. 021739 grants an air space lease to the Milwaukee School of Engineering for an elevated running track to be located at East Knapp Street and North Broadway, in the 4<sup>th</sup> Aldermanic District.

The Special-Committee on Air and Subterranean Lease Structures met and approved this air space lease on December 4, 2008. The City Plan Commission at its regular meeting on January 5, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux  
Executive Secretary  
City Plan Commission of Milwaukee

cc: Ald. Bauman

December 5, 2008

To the Public Works Committee

Subject: Air Space Lease  
1251 North Broadway

Dear Committee Members:

File No. 021739 grants an air space lease to the Milwaukee School of Engineering for an elevated running track to be located at East Knapp Street and North Broadway, in the 4<sup>th</sup> Aldermanic District.

The Special-Committee on Air and Subterranean Lease Structures met and approved this air space lease on December 4, 2008.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

MDL: ns

c: Alderman Robert Bauman





## Legislation Details (With Text)

---

**File #:** 090853      **Version:** 0

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

**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving a Second Amendment to Lease Agreement with Verizon Wireless relating to extending the term of the lease from 4 to 6 additional periods of 5 years for the site at 3000 North Lincoln Memorial Drive.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, COMMUNICATIONS SYSTEMS, LEASES

**Attachments:** Lease Agreement, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090853

**Version**

ORIGINAL

**Reference**

001012

**Sponsor**

THE CHAIR

**Title**

Resolution approving a Second Amendment to Lease Agreement with Verizon Wireless relating to extending the term of the lease from 4 to 6 additional periods of 5 years for the site at 3000 North Lincoln Memorial Drive.

**Analysis**

This resolution approves a Second Amendment to Lease Agreement with Verizon Wireless entered into pursuant to Common Council Resolution File Number 001012 adopted on November 28, 2000. Under the amendment, the term of the lease will be extended from 4 to 6 additional periods of 5 years for the site at 3000 North Lincoln Memorial Drive.

**Body**

Whereas, The Common Council adopted Resolution File Number 960171 on June 25, 1996, establishing a policy for the leasing of city facilities for the provision of wireless telecommunications services; and

Whereas, The Common Council further adopted Resolution File Number 991575 on February 18, 2000, amending this policy; and

Whereas, These resolutions also designated the Department of Administration as the City's sole negotiating agent for marketing City-owned sites to communication services vendors; and

Whereas, Pursuant to Common Council File Number 001012, adopted on November 28, 2000, the City and Verizon Wireless entered into a lease agreement dated January 23, 2000, for the installation and operation of Verizon Wireless' communication and ancillary equipment at the 3000 North Lincoln Memorial Drive; and

Whereas, The Department of Administration has been working with the Water Works Division and the City Attorney's Office to negotiate a Second Amendment to Lease Agreement with Verizon Wireless relating to extending the lease from 4 to 6 additional periods of 5 years; and

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

Resolved, By the Common Council of the City of Milwaukee, that the Common Council approves a Second Amendment to Lease Agreement with Verizon Wireless for extending the lease from 4 to 6 additional periods of 5 years, a copy of which is attached to this file, and authorizes the proper City officials to enter into a lease agreement on behalf of the City of Milwaukee.

**Requestor**

**Drafter**

LRB09429-1

TWM/lp

10/19/2009



## SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Milwaukee, a Wisconsin municipal corporation ("Lessor"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement, dated January 23, 2001, as amended by that certain First Amendment to Lease Agreement, last executed December 15, 2006 (the "First Amendment") (together, the "Agreement"), by which Lessee leases certain space on the Property located at 3000 N. Lincoln Memorial Drive, City of Milwaukee, County of Milwaukee, State of Wisconsin, and

WHEREAS, Lessee desires to relocate the Leased Space and install additional equipment at the Property, and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree that the Agreement is modified pursuant to Section 14 of the Agreement as follows:

1. The Recitals set forth above are expressly made a part of this Second Amendment and are incorporated herein by reference.
2. The Leased Space and Equipment, as defined in the Agreement, are hereby amended to reflect Lessee's use of space on the Property and Lessee's equipment, antennas and appurtenances as described on Exhibit "D" – Revised Leased Space and Equipment, attached hereto and incorporated herein by reference. Exhibit "B" and Exhibit "C" attached to the Agreement are hereby amended to the extent that they conflict with the attached Exhibit "D".
3. The first paragraph of Section 1.b. of the Agreement is hereby amended to provide that the Agreement shall automatically be extended for six (6) additional periods of five (5) years each (each additional five year period being an "Option Term"), upon the same terms and conditions of the Agreement, unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
4. Lessee's current annual rental shall be increased by Two Thousand and No/100 Dollars (\$2,000.00) effective the first day of the month following the date this Second Amendment is last executed by both parties. Lessee shall pay Lessor the prorated amount for the current lease year within 45 days following the full execution of this Second Amendment.

5. Notwithstanding Sections 1.b. and 3 of the Agreement and Section 2 of the First Amendment, during the first and second Option Terms, annual rent shall increase each year on the anniversary of the Commencement Date by an amount equal to five percent (5%) over the annual rent payable for the immediately preceding year.
6. All capitalized terms not defined herein shall have the same meaning as in the Agreement.
7. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence. This Second Amendment shall be effective as of the date last executed by both parties.

[Signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to Lease Agreement as of the date and year first written above.

**LESSOR:**

**LESSEE:**

City of Milwaukee

**Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Ronald D. Leonhardt  
City Clerk

By: \_\_\_\_\_  
Beth Ann Drohan  
Area Vice President Network

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

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

By: \_\_\_\_\_  
W. Martin Morics  
City Comptroller

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

By: \_\_\_\_\_  
Tom Barrett  
Mayor

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

**Exhibit "D"**

**Revised Leased Space and Equipment**

[See attached]

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE October 5, 2009

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

Original Fiscal Note  Substitute

SUBJECT: RESOLUTION APPROVING EXTENDING THE TERM OF THE LEASE FROM (4) TO (6) ADDITIONAL PERIODS OF (5) YEARS THAT VERIZON LEASES FOR THE SITE AT 3000 NORTH LINCOLN MEMORIAL DRIVE.

B) SUBMITTED BY (Name/title/dept./ext.): ROBERT JUHAY / MGMT. & ACCOUNTING OFFICER/DOA/8689

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

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

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

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

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	REVENUE OF \$2,000 TO ACCOUNT FOR ADDITIONAL PERIODS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	WILL GO TO THE WATER DEPARTMENT. (\$23,491 + \$2,000 = \$25,491)
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:  
 ADDITIONAL PERIODS

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





## Legislation Details (With Text)

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**File #:** 090891      **Version:** 0

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

**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the Commissioner of Public Works for the City Hall Foundation Restoration Project to use an alternate delivery method.

**Sponsors:** THE CHAIR

**Indexes:** CITY HALL, HISTORIC PRESERVATION, PUBLIC BUILDINGS

**Attachments:** Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/29/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090891

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Resolution authorizing the Commissioner of Public Works for the City Hall Foundation Restoration Project to use an alternate delivery method.

**Drafter**

DPW-Buildings and Fleet

Ron Schoeneck

10/29/09





## Legislation Details (With Text)

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**File #:** 090885      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 11/3/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution directing the Department of City Development to prepare a resolution to vacate the east-west and north-south alleys in the block bounded by North 20th Street, North 21st Street, West Lloyd Street extended and West Garfield Avenue, in the 15th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** ALLEY VACATIONS

**Attachments:** Fiscal Note.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
11/10/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090885

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution directing the Department of City Development to prepare a resolution to vacate the east-west and north-south alleys in the block bounded by North 20th Street, North 21st Street, West Lloyd Street extended and West Garfield Avenue, in the 15th Aldermanic District.

**Analysis**

This resolution directs the Department of City Development to prepare a resolution to vacate said alleys in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was initiated by the Department of City Development to consolidate land to allow for site improvements for a Milwaukee Urban Garden Project known as Alice's Urban Garden.

**Body**

Whereas, It has been proposed by the Department of City Development that the east-west and north-south alleys in the block bounded by North 20th Street, North 21st Street, West Lloyd Street extended and West Garfield Avenue be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; now, therefore, be it

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

**Drafter**

DCD:AJF:ajf

11/03/09/B

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE 11/03/09

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

Original Fiscal Note  Substitute

SUBJECT: Resolution directing the Department of City Development to prepare a resolution to vacate the east-west and north-south alleys in the block bounded by North 20th Street, North 21st Street, West Lloyd Street extended and West Garfield Avenue, in the 15th Aldermanic District.

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

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

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

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

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

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

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

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H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE





## Legislation Details (With Text)

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**File #:** 090537      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 9/1/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution to vacate a portion of the north side of East Locust Street between North Dousman Street and the Milwaukee River, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** STREET VACATIONS

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

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

Number  
090537  
Version  
SUBSTITUTE 1  
Reference

Sponsor  
THE CHAIR

Title

Substitute resolution to vacate a portion of the north side of East Locust Street between North Dousman Street and the Milwaukee River, in the 3rd Aldermanic District.

Analysis

This substitute resolution vacates the above portion of right-of-way in accordance with vacation proceedings under power granted to the City of Milwaukee by Section 62.73, Wisconsin Statutes, and Section 308-28, Milwaukee Code of Ordinances. This vacation was requested by KVG Building Corporation/Milwaukee Locust LLC to add a 97-foot long by 42-foot wide undeveloped portion of right-of-way, along the north side of East Locust Street, to the property at 1300 East Locust Street and to align the southerly property line with the property to the west.

Body

Whereas, It is proposed that a portion of the north side of East Locust Street between North Dousman Street and the Milwaukee River be vacated pursuant to the provisions of Section 62.73, Wisconsin Statutes; and

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

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

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

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

That part of East Locust Street in the Northeast 1/4 of Section 16, Township 7 North, Range 22 East, described as follows: Commencing at the point of intersection of the west line of the East 1/2 of vacated North Gordon Place and the north line of East Locust Street, extended; thence Easterly along said north line extended to its point of intersection with the east line of North Gordon Place; thence continuing Easterly, along said north line, 82.46 feet to a point; thence Southerly to a point lying 42.00 feet South of, as measured normal to, said north line; thence Westerly, parallel to said north line and its extension, to a point in the southerly extension of the west line of the East 1/2 of North Gordon Place; thence Northerly, along said southerly extension, to the point of commencement is vacated; and, be it

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

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

Further Resolved, That as provided by Section 62.73, Wisconsin Statutes, said vacation shall not terminate the easements and rights incidental thereto acquired by or belonging

to any county, town, village or city, or to any utility or person in any underground structures, improvements or services, as enumerated or otherwise existing in said description of land above described, both easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if said portion of right-of-way had not been vacated.

Drafter

DCD:AJF:ajf

11/10/09

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE 09/01/09

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

Original Fiscal Note  Substitute

SUBJECT: Resolution to vacate the Northerly portion of East Locust Street located East of vacated North Gordon Place, in the 3rd Alder manic District.

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

C) CHECK ONE:

ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

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

NOT A PPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO:

DEPARTMENT ACCOUNT(DA)                       CONTINGENT FUND (CF)

CAPITAL PROJECTS FUND (CPF)                       SPECIAL PURPOSE A CCOUNTS (SPA)

PERM. IMPROVEMENT FUNDS (PIF)                       GRANT & AID A CACCOUNTS (G & AA)

OTHER (SPECIFY)

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

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

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

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

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H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

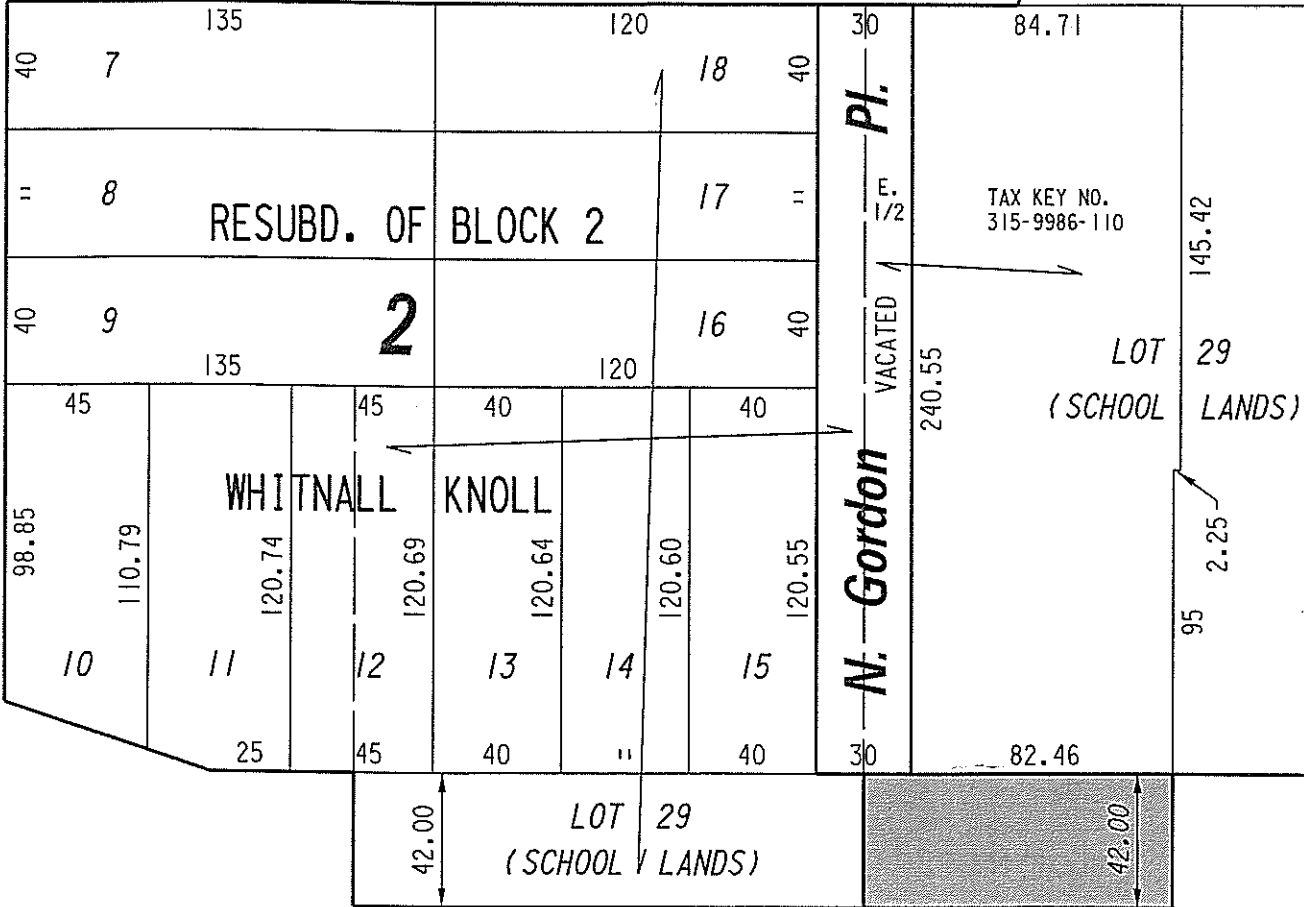

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

**E. Roadsmeet** (40' R.O.W.) **St.**

N.E. 1/4 SEC. 16, T.7N., R.22E.

315

**N. Dousman** (60' R.O.W.) **St.**



**E. Locust** (R.O.W. VARIES) **St.**

PORTION OF PUBLIC STREET PROPOSED TO BE VACATED

**EXHIBIT "A"**  
**FILE NO. 090537**  
**INFRASTRUCTURE SERVICES DIVISION**

MILWAUKEE, WISCONSIN  
ASSIGNED TO: W.E. FUCHS  
DRAWN BY: W.E.F.  
PROJECT/GRANT NO.: WK52337281  
APPROVED BY:  
CH'K'D. BY: W.E. FUCHS  
DATE: SEPT. 4, 2009  
SCALE: 1" = 60'

*Marcia Rindhoff*  
CENTRAL DRAFTING & RECORDS MANAGER  
*[Signature]*  
CITY ENGINEER

November 9, 2009

To the Honorable Common Council  
Public Works Committee  
City of Milwaukee

Dear Committee Members:

File No. 090537 vacates a portion of the north side of East Locust Street between North Dousman Street and the Milwaukee River, in the 3rd Aldermanic District. This vacation is requested by KVG Building Corporation / Milwaukee Locust LLC to add a 42 foot wide undeveloped portion of right of way along the north side of East Locust Street to the property at 1300 East Locust Street and align the southerly property line with the property to the west.

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

Sewer easement	\$600.00
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Since the proposed vacation is not in conflict with City plans, the City Plan Commission at its regular meeting on November 9, 2009, recommended approval of the subject file.

Sincerely,

Rocky Marcoux  
Executive Secretary  
City Plan Commission of Milwaukee

cc: Ald. Nik Kovac





## Legislation Details (With Text)

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**File #:** 090485      **Version:** 0  
**Type:** Resolution      **Status:** In Committee  
**File created:** 9/1/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Resolution amending a special privilege for change of ownership to 531 Keefe, LLC for encroachment into the public right-of-way for two back-up driveways for the premises at 531 E. Keefe Avenue, in the 6th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition

Date	Ver.	Action By	Action	Result	Tally
9/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/11/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		

**Number**

090485

**Version**

ORIGINAL

**Reference**

921636

**Sponsor**

THE CHAIR

**Title**

Resolution amending a special privilege for change of ownership to 531 Keefe, LLC for encroachment into the public right-of-way for two back-up driveways for the premises at 531 E. Keefe Avenue, in the 6th Aldermanic District.

**Drafter**

CC-CC

dkf

8/6/09

copy upstairs  
8/3/09



# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (6/09)

SP **2478**

- 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 # 1196 (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](http://www.milwaukee.gov/license)
- Fee must be submitted with petition. Checks should be made payable to the City of Milwaukee.
- Petition must be submitted in duplicate.

To the Honorable, The Common Council of the City of Milwaukee:

The Licensee 531 Keefe, LLC  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 531 E Keefe Ave  
(Street Address and Zip Code)

in the Sixth 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 two back up driveways

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): Robert L. Smith  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:   
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: 531 Keefe, LLC  
(If applicable, as shown above)  
**(OVER)**

Mailing Address (If different than property address above): 4201 N. Woodburn Street.

RONALD D. LEONHART  
CITY CLERK  
MILWAUKEE  
-3 AM 10:40

City: Shorewood State: WI Zip: 53211

Telephone: 414-303-3388 E-Mail: bobsmi@core.com

Architect/Engineer/Contractor (If Applicable)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_