



# 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](mailto:tmacdo@milwaukee.gov)**

---

Wednesday, January 6, 2010

9:00 AM

Room 301-B, City Hall

---

1. [091130](#) 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](#)  
[Official Notice Number 40](#)
  
2. [091117](#) Resolution extending the current Lease Agreement between the City of Milwaukee, Milwaukee Public Library and the Milwaukee County Federated Library System for office space at the Central Library.  
**Sponsors:** THE CHAIR  
**Attachments:** [Fiscal Note](#)  
[Cover Letter](#)  
[Hearing Notice List](#)
  
3. [090891](#) Substitute resolution authorizing the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project.  
**Sponsors:** THE CHAIR  
**Attachments:** [Fiscal note](#)  
[E-mail from Commissioner of Public Works](#)  
[Hearing Notice List](#)
  
4. [090979](#) Resolution relating to application, acceptance and funding of a 2010-2011 Wisconsin Coastal Management Program Grant.  
**Sponsors:** THE CHAIR  
**Attachments:** [Cover Letter](#)  
[Fiscal Note](#)  
[Grant Analysis Form](#)  
[Grant Budget Form](#)  
[Hearing Notice List](#)

5.     [090968](#)     Resolution relating to application, acceptance and funding of a State of Wisconsin Department of Natural Resources 2010 Urban Forestry Grant.
- Sponsors:     THE CHAIR
- Attachments:   [Cover Letter](#)
- [Fiscal Note](#)
- [Grant Analysis Form](#)
- [Grant Budget Form](#)
- [Hearing Notice List](#)
- 
6.     [091168](#)     Resolution approving a lease with Marquette University for the Norris Playground at 1832 West Kilbourn Avenue, in the 4th Aldermanic District.
- Sponsors:     Ald. Bauman
- Attachments:   [Fiscal Note.doc](#)
- [Lease Report.doc](#)
- [Lease and Exhibit A-Draft.doc](#)
- [Exhibit B.pdf](#)
- [Exhibit C.pdf](#)
- [Exhibit D.doc](#)
- [Exhibit E.pdf](#)
- [Hearing Notice List](#)
- 
7.     [091172](#)     Resolution approving a lease with the Milwaukee Brotherhood of Firefighters, Inc. for the former Granville Senior Center at 7717 West Good Hope Road, in the 9th Aldermanic District.
- Sponsors:     Ald. Puente
- Attachments:   [Fiscal Note](#)
- [Lease Report](#)
- [Draft Lease](#)
- [Hearing Notice List](#)
- 
8.     [091169](#)     Resolution authorizing an easement with Wisconsin Bell, Inc., on the City-owned property at 3022 West Howard Avenue, in the 11th Aldermanic District.
- Sponsors:     Ald. Dudzik
- Attachments:   [Fiscal Note.doc](#)
- [Easement.pdf](#)
- [Hearing Notice List](#)
- 
9.     [091171](#)     Resolution directing the Department of City Development to prepare a resolution to vacate the east-west alley in the block bounded by West Oklahoma Avenue, West Lakefield Drive, South 62nd Street and South 66th Street, in the 11th Aldermanic District.
- Sponsors:     THE CHAIR

**Attachments:** [Fiscal Note.doc](#)  
[Hearing Notice List](#)

10. [091138](#) Resolution directing the Superintendent of the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water-intensive businesses that relocate to or expand within the city of Milwaukee and meet specific job creation and water use criteria.

**Sponsors:** Ald. Hines Jr., Ald. Murphy and Ald. Bauman

**Attachments:** [Fiscal Note](#)  
[Exhibit 1](#)  
[Hearing Notice List](#)

11. [091197](#) Resolution appropriating Water Works funds to hire a consultant relating to costs associated with the City of Waukesha's application for Lake Michigan water, for necessary water utility improvements for use and return of Lake Michigan water.

**Sponsors:** Ald. Murphy

**Attachments:** [Hearing Notice List](#)

12. [091173](#) Resolution accepting Sewer and Water Easement SE-2653 & WE-873 from the United Community Center, Inc., located in vacated South 8th Street near West Washington Street.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter.PDF](#)  
[Fiscal Note.doc](#)  
[Easements.PDF](#)  
[Hearing Notice List](#)

13. [091161](#) Resolution relative to the cost participation and installation of traffic control signal and sign improvements in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60th Street under a Highway Safety Improvement Program project in the 10th Aldermanic District at a total estimated cost of \$65,331.83, with an estimated grantor share of \$58,798.65, and an estimated City share of \$6,533.18.

**Sponsors:** THE CHAIR

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

14. [091162](#) Resolution authorizing the City Comptroller to transfer additional funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs totaling \$164,864.73, City share is \$59,801.48 and the Grantor's share is \$105,063.25.

**Sponsors:** THE CHAIR

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

15. [091129](#) 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 \$265,000 for a total estimated cost of these projects being \$8,370,000.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

16. [091131](#) 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 \$318,000 for a total estimated cost of these projects being \$3,351,000.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

17. [091132](#) Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$4,085,000 for a total estimated cost of these projects being \$4,470,000.

**Sponsors:** THE CHAIR

**Attachments:** [Cover Letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

18. [090200](#) Substitute resolution amending a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters for the premises at 1673-77 North Farwell Avenue, in the Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Petition and Drawing](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Hearing Notice List](#)

19. [090265](#) Substitute resolution amending a special privilege to Hooligan's Super Irish Deli & Bar Inc for addition of an awning with supports and removal of a concrete step and covered walk in the public right-of-way for the premises at 2017 East North Avenue, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR



**Attachments:** [Special Privilege Petition with Drawing and Picture](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Pictures and map](#)  
[Hearing Notice List](#)

20. [090293](#) Substitute resolution amending a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee, Inc. for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Petition](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Pictures and map](#)  
[Hearing Notice List](#)

21. [080942](#) Substitute resolution granting a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 North Water Street, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Petition](#)  
[Drawing](#)  
[Cover letter from Dept of Public Works](#)  
[Fiscal note](#)  
[Pictures](#)  
[Map](#)  
[Hearing Notice List](#)

22. [090850](#) Substitute resolution granting a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue, in the 10th Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Application](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Survey](#)  
[Drawing](#)  
[Map provided by Dept of Public Works](#)  
[Hearing Notice List](#)

23. [090569](#) Substitute resolution amending a special privilege for change of ownership to Wisconsin Lutheran College Inc and for addition of a set of concrete steps in the public

right-of-way for the premises at 529 North 89th Street, in the 10th Aldermanic District.

**Sponsors:** THE CHAIR

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

24. [090821](#) Substitute resolution granting a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center Street, in the 15th Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Petition](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Pictures](#)  
[Map](#)  
[Hearing Notice List](#)

25. [090674](#) Substitute resolution granting a special privilege to Sake II LLC for a storm enclosure in the public right-of-way for the premises at 714 North Milwaukee Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Attachments:** [Special Privilege Petition and Drawings](#)  
[Dept of Public Works cover letter](#)  
[Fiscal note](#)  
[Pictures](#)  
[Map](#)  
[Hearing Notice List](#)

The following files may be placed on file as no longer needed:

26. [971755](#) Resolution to amend a special privilege permit previously granted to Emmepak Foods, Inc. for five driveways, four pens and lanes for the premises at 200 South Emmer Lane, in the 12th Aldermanic District in the City of Milwaukee.

**Sponsors:** THE CHAIR

27. [080886](#) Resolution directing negotiations relating to an agreement between the City of Milwaukee and Marquette University for use of Milwaukee Public Schools' Norris Park recreational field at N. 19th Street and W. Kilbourn Ave.

**Sponsors:** Ald. Bauman

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)

---

**File #:** 091130      **Version:** 0

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

**File created:** 12/22/2009      **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:** ADMINISTRATIVE REVIEW APPEALS BOARD

**Attachments:** Cover Letter, Hearing Notice List, Official Notice Number 40

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091130

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

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

**Requestor**

INFRASTRUCTURE SERVICES DEPARTMENT

**Drafter**

MLD:dr

Report 6

12/11/09

December 11, 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 6  
Report Appended

**PW FILE NUMBER: 091130**

NAME	ADDRESS	DATE SENT		
Mary Dziewiontkowski	Dept. of Public Works – Infra.	12/23/09		
Ald. Coggs		12/23/09		
Ald. Puente				
Ald. Dudzik				

**OFFICIAL NOTICE NUMBER 40  
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  
JANUARY 6, 2010  
ROOM 301-B - CITY HALL  
9:00 A.M.**

**6th Aldermanic District**

**E. Garfield Ave. - N. Bremen St. to N. Weil St. (ST211100147):** Install traffic calming speed hump(s).

**E./W. Wright St. at N. 1st St. (ST211100146):** Install traffic circle.

**N. 1st St. - W. Wright St. to W. Clarke St. (ST211100137):** Install traffic calming speed hump(s).

**9th Aldermanic District**

**W. Tower Av. - N. 76th St. to N. 87th St. (ST211070139):** Asphalt pavement resurfacing, replace curb and gutter and driveway approaches where necessary, install 5 foot wide concrete sidewalk, sodding, (10-foot width of tree border area, and grading.

**11th Aldermanic District**

**W. Crawford Ave. - S. 84th St. to S. 92nd St. (ST211090107):** Asphalt pavement resurfacing, replace curb and gutter, sidewalk and driveway approaches where necessary, sodding (7.5-foot width of tree border area), and grading.

You may examine a copy of the report recommending these projects in Room 908, 841 North Broadway, Milwaukee, Wisconsin during the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, except for December 24th, 25th, and 31st, 2009 and January 1st, 2010.

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.

December 15, 2009

10752354/12-15





## Legislation Details (With Text)

---

**File #:** 091117      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution extending the current Lease Agreement between the City of Milwaukee, Milwaukee Public Library and the Milwaukee County Federated Library System for office space at the Central Library.

**Sponsors:** THE CHAIR

**Indexes:** AGREEMENTS, LEASES, PUBLIC LIBRARY

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091117

**Version**

ORIGINAL

**Reference**

071083

**Sponsor**

The Chair

**Title**

Resolution extending the current Lease Agreement between the City of Milwaukee, Milwaukee Public Library and the Milwaukee County Federated Library System for office space at the Central Library.

**Analysis**

This resolution authorizes the lease of approximately 6,256 square feet of space at the Central Library by the Milwaukee County Federated Library for 2010 and 2011 for a total of \$248,000.

**Body**

Whereas, The Milwaukee Public Library and the Milwaukee County Federated Library System have previously entered into an agreement pertaining to providing library service as the Resource Library, pursuant to Chapter 43, Wisconsin Statutes; and

Whereas, The Milwaukee County Federated Library System agreed to pay \$475,000 in lease payments over a 7-year period beginning January 1, 1994, through December 31, 2000; and

Whereas, In 1997, the Milwaukee County Federated Library System agreed to a 2-year extension through December 31, 2002, at the annual sum of \$100,000; and

Whereas, In 2000, the Milwaukee County Federated Library System agreed to an extension through December 31, 2005, at the annual sum of \$102,500 in 2001 and 2002 and \$105,000 in 2003, 2004 and 2005; and

Whereas, In 2006, the Milwaukee County Federated Library System agreed to a 2-year extension through December 31, 2007, at an annual sum of \$115,000; and

Whereas, The Milwaukee County Federated Library System agreed to a 2-year extension through December 31, 2009, at an annual payment of \$119,250 in 2008 and \$122,000 in 2009; and

Whereas, The Milwaukee County Federated Library System has agreed to extend the lease through December 31, 2011, at an annual payment of \$122,000 in 2010 and \$126,000 in 2011; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the City of Milwaukee enter into a 2-year extension with the Milwaukee County Federated Library System for lease of space within the Central Library; and, be it

Further Resolved, That the City Comptroller is hereby authorized to receive and deposit these funds into Milwaukee Public Library's estimated revenue account 0001-8610-941348.

**Requestor**

Library Board

**Drafter**

TS:jj  
12/1/2009

## LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS

**PUBLIC WORKS COMMITTEE**

**ITEM 2, FILE #091117**

**JANUARY 6, 2010**

**AMY E. HEFTER**

File Number 091117 is a resolution relative to extending the current Lease Agreement between the City of Milwaukee, Milwaukee Public Library, and the Milwaukee County Federated Library System for office space at the Central Library.

### **Background**

1. The Milwaukee County Federated Library System (MCFLS) was established in 1973 to facilitate the orderly and efficient operation of cooperative public library services throughout Milwaukee County. MCFLS is state-funded and has 15 members. MPL has been a member since its formation.
2. The 1993 capital budget authorized an expenditure of \$146,000 for the construction of a computer room for MCFLS. During the renovations at Central, sorting and computer room facilities were provided for MCFLS online computer system.

### **Discussion**

1. This resolution authorizes the lease agreement of 6,256 square feet of space at Central Library for an additional 2 years at an annual payment of \$122,000 in 2010 and \$126,000 in 2011.
2. Previous Lease agreements between MCFLS and MPL have included:
  - 2-year extension of lease from 2008 through 2009, a total of \$241,250 in payments.
  - 2-year extension of lease from 2006 through 2007, at \$115,000 per year.
  - 3-year extension of lease from 2003 through 2005, at \$105,000 per year.
  - 2-year extension of lease from 2001 through 2002, at \$102,500 per year.
  - 7-year lease, January 1, 1994 through December 31, 2000, a total of \$475,000 in payments.

### **Fiscal Impact**

1. The extension of the current Lease Agreement between the City of Milwaukee, the Milwaukee Public Library and the Milwaukee County Federated Library System for office space at Central Library will result in a total of \$248,000 for 2010 and 2011.
2. The service agreement period is from January 1, 2010 through December 31, 2011.

cc: Paula A. Kiely  
Taj Schoening  
Jacob Miller  
Marianne Walsh

Prepared by: Amy E. Hefter, X2290  
LRB-Research & Analysis Section  
January 5, 2010

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 1, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution extending the Lease Agreement between the City of Milwaukee, Milwaukee Public Library and the Milwaukee County Federated Library System for office space within the Central Library to December 31, 2011.

B) SUBMITTED BY (Name/title/dept./ext.): Taj Schoening/Library Business Operations Manager/Milwaukee Public Library/3024

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:	Lease Agreement	0001-8610-941348		\$248,000	\$248,000
TOTALS				\$248,000	\$248,000

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

<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	2010 \$122,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	2011 \$126,000
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Negotiated contract.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



Paula A. Kiely  
*Director*

December 1, 2009

To the Honorable, the Common Council  
of the City of Milwaukee

Honorable Members of the Common Council:

I respectfully request that a file be opened for the attached resolution which authorizes extending the Lease Agreement between the City of Milwaukee, Milwaukee Public Library (MPL) and the Milwaukee County Federated Library System (MCFLS). This contract extension provides payment from MCFLS to the City of Milwaukee, Milwaukee Public Library for leased space within the Central Library.

The Milwaukee Public Library has leased space to the Milwaukee County Federated Library System for its operations since 1994. This amendment will extend the lease agreement for another two years, through 2011. MCFLS will make an annual payment of \$122,000 in 2010 and \$126,000 in 2011.

Respectfully submitted,

A handwritten signature in cursive script, reading "Paula A. Kiely".

Paula A. Kiely  
Library Director

PW FILE NUMBER: 091117

[illegible]



## Legislation Details (With Text)

**File #:** 090891      **Version:** 1

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution authorizing the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project.

**Sponsors:** THE CHAIR

**Indexes:** CITY HALL, HISTORIC PRESERVATION, PUBLIC BUILDINGS

**Attachments:** Fiscal note, E-mail from Commissioner of Public Works, 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		
11/18/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	4:0
12/3/2009	1	CITY CLERK	DRAFT SUBMITTED		
12/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/9/2009	1	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
12/23/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



Number  
090891  
Version  
SUBSTITUTE 1  
Reference

Sponsor  
THE CHAIR

Title  
Substitute resolution authorizing the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project.

Analysis  
This resolution authorizes the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project. Should traditional competitive bidding (design/bid/build process) prove to be impossible or impracticable, this resolution authorizes the use of an alternate design/build delivery method.

Body  
Whereas, Significant repair and restoration work is needed to address aging-related deterioration of key exterior elements of City Hall, including wood foundation piles, pile caps, a water recharge system, below grade hollow sidewalk walls, and structural concrete beams and sidewalk; and

Whereas, Access to restore City Hall's wood pile foundation system will specifically require the removal and repair/restoration of the hollow sidewalk on the east and west sides of City Hall and the repair/restoration of the water recharge system that preserves the submerged wood pile system; and

Whereas, A traditional design/bid/build process, with a designer selected through a Request For Proposal and a contractor chosen through competitive bidding, is typically mandated on such public works projects; and

Whereas, It may, however, be impossible or impracticable to draft contract documents to contract the City Hall Foundation Restoration Project via traditional competitive bidding due to the uncertainty of the scope of work necessary to stabilize the wood pile foundation system; and

Whereas, An alternate design/build process, whereby a single contract is awarded through Request For Proposal protocol, may be the most feasible and practical method for contracting the City Hall Foundation Restoration Project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is authorized to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project.

Requestor  
DPW - Facilities Development and Management Section  
Drafter  
LRB09476-1  
MST  
12/03/09

..Number  
090891  
..Version  
PROPOSED SUBSTITUTE A  
..Reference

..Sponsor  
THE CHAIR

..Title

Substitute resolution authorizing the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project.

..Analysis

This resolution authorizes the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project. Should traditional competitive bidding (design/bid/build process) prove to be impossible or impracticable, this resolution authorizes the use of an alternate design/build delivery method. In addition, the resolution provides a system of checks and balances for protecting the City's best interests in this project.

..Body

Whereas, Significant repair and restoration work is needed to address aging-related deterioration of key exterior elements of City Hall, including wood foundation piles, pile caps, a water recharge system, below grade hollow sidewalk walls, and structural concrete beams and sidewalk; and

Whereas, Access to restore City Hall's wood pile foundation system will specifically require the removal and repair/restoration of the hollow sidewalk on the east and west sides of City Hall and the repair/restoration of the water recharge system that preserves the submerged wood pile system; and

Whereas, A traditional design/bid/build process, with a designer selected through a Request For Proposal and a contractor chosen through competitive bidding, is typically mandated on such public works projects; and

Whereas, It may, however, be impossible or impracticable to draft contract documents to contract the City Hall Foundation Restoration Project via traditional competitive bidding due to the uncertainty of the scope of work necessary to stabilize the wood pile foundation system; and

Whereas, An alternate design/build process, whereby a single contract is awarded through Request For Proposal protocol, may be the most feasible and practical method for contracting the City Hall Foundation Restoration Project; and

Whereas, The Public Works Committee also directed that the Department of Public Works develop a system of checks and balances for protecting the City's best interests in the City Hall Foundation Restoration Project; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works is authorized to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project; and, be it

Further Resolved, The following system of checks and balances is approved for the City Hall Foundation Restoration Project:

1. There shall be a city selection committee to select an owner's representative team and a design/build team for the project. The committee shall consist of members of various City departments, including the Department of Public Works, the Legislative Reference Bureau, the Department of Administration–Budget and Management Division and the Comptroller's Office.
2. The Public Works Committee will be informed of the selection committee's owner's representative team and build/design team selections.
3. The owner's team will have the following duties:
  - a. Overseeing and monitoring the project's cost and schedule.
  - b. Providing oversight of the City's EBE, RPP and apprenticeship requirements.
  - c. Overseeing and monitoring the quality of the work, including the structural engineering of the project.
  - d. Following Task 1 of the design/build project, which is the investigation of existing conditions of the project, the design/build team will provide various project scope/cost estimates with recommendations to the City. The Department of Public Works/owner's representative will inform the Public Works Committee of the selected project scope.
  - e. In Task II, at approximately 50% of construction document completion, the design/build team will provide a Guaranteed Maximum Price (GMP) and a schedule to the City. The Department of Public Works/owner's representative team will inform the Public Works Committee of the project's GMP and schedule.
  - f. The Department of Public Works/owner's representative team will provide quarterly reports to the Public Works Committee.

..Requestor

DPW – Facilities Development and Management Section

..Drafter

LRB09476-2

MST/TWM:lp

12/28/09

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 7, 2009

FILE NUMBER: 090891

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution authorizing the Commissioner of Public Works to utilize the most appropriate method for contracting the City Hall Foundation Restoration Project

B) SUBMITTED BY (Name/title/dept./ext.): Paul Klajbor, Administrative Services Manager, 286-3271

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

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

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

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**From:** [Mantes, Jeffrey](#)  
**To:** [Bauman, Robert; Dudzik, Joseph; Wade, Willie; Donovan, Robert; Puente, Robert;](#)  
**CC:** [Schoeneck, Ronald; MacDonald, Terry; Gupta, Venu; Polenske, Jeffrey; Korban, Ghassan; Burke, Linda; Nicolini, Mark; Murphy, Michael \(Alderman\); Hines Jr., Willie;](#)  
**Subject:** RE: File # 090891  
**Date:** Friday, December 04, 2009 12:00:56 PM  
**Attachments:**

---

All, The following file will be heard at the next Public Works committee meeting on Dec 9, 2009

**14. 090891** Resolution authorizing the Commissioner of Public Works for the City Hall Foundation

Restoration Project to use an alternate delivery method.

I just thought I would present our rational for seeking authority to proceed with the on a Qualifications based Design / Build type of project delivery rather than the more typical Design, LOW BID, Build project delivery.

The nature of the work associated with this project ( Stabilization and Rehabilitation of the wood pile foundation system and its Water recharge system; Restoration of the Hollow Sidewalk system) presents a fair degree of risk as it relates to unknown subsurface conditions, extent of pile deterioration, variability in deterioration of the multiple piles/clusters, extent of the well recharge repairs that are necessary, and access considerations to undertake the work. As such, below is a more detailed rational for seeking the Design/Build authority.

Major consideration was given to the the following conditions in our determination that A Design/Build delivery method would be most appropriate to manage this project:

Exposing all 2600 piles & pile caps at the same time to determine their

condition, define the scope of work, develop contract documents and then bid out the construction work (design/bid/construct process) is impracticable. The logistics of access, storage of excavated materials and prolonged exposure of the wood foundation system create an unworkable condition.

Exposing a portion of the piles & pile caps to estimate the condition, define the scope of work and develop contract documents and bid out the construction work for all 2600 piles & pile caps (design/bid/construct process) is unrealistic and impracticable.

Exposing a portion of the piles & pile caps at one time to determine their condition, define the scope of work, develop contract documents and complete the construction work on those piles & pile caps (design/build process) is the practical way to do this restoration project.

Having separate contracts for the foundation restoration, hollow side walk and water recharge system work and coordinating potentially three contractors at the same time on a tight site is impracticable. Having one contract for all three portions of this restoration project is practical.

Other factors to be considered again lead us to use of the Design/Build project delivery method;

- To have the same contractor on board carrying out the repairs who was involved with the initial Engineering investigation makes sense as they have been instrumental in determining the repair types and process.
- Estimates – They will be produced by the entity who is under contract to carry out the project and maintain the budget, therefore they will have ownership of the estimates. With the traditional method the estimates will be provided by an independent cost consultant, as with the City Hall Restoration Project. With the volume of unforeseen work involved with this project, it will be difficult to put an independent estimate together.

- Opting for the traditional procurement route of design, bid, build would result in an incomplete design or a design based on assumptions with just minimal investigation by the design team. The bids would then be based on unit rates which could be inflated due to the uncertainty of the quantity of work.
- Input in the design methods from the contractor during the investigation to aid the completion of the design.

- City has only one design build contract to administer as opposed to a separate contract for the design team and contractor. This type of contract should promote teamwork between the designer and contractor as they are the same entity.

- Owner may need to retain the services of an engineer, if one is not available on staff, to review the proposed design option and to inspect the quality of work in the field. As the designer is part on the contractor's team.

- The City would be advised to retain the services of an Owner's Representative Company to help administer the project.

- The contract will be on a Gross Maximum Price basis, with all the saving going back to the City. Not a lump sum basis where the City will not see any savings.

- The award is based as with a professional contract – fee, proposed general conditions, proposed project team and labor rates. See the attached proposed evaluation sheets.

- The City has some experience with Design Build contracts, the 6<sup>th</sup> Street Bridge and Ozone Projects

- The project is awarded on the basis of a professional qualification based contract, with price being one factor in the evaluation / selection process.

- At the time of award there is no fixed price, but with the unforeseen nature of the project, the City could be more at a disadvantage with a Lump Sum type of contract, which would subject to change orders.

- Limits your options of selection, as the designer and

contractor are the same entity.

- Gives the City greater ability to award to a contractor they are comfortable with and trust. They are not left with the lowest bidder as with the traditional approach.
- Even though the project is awarded to a design builder, the City could terminate the contract at anytime. After investigation / design or after each stage / phase of the construction. Further, the project can be staged to accommodate better project cash flow
- Should be a shorter duration with the design build method, the contractor is on board immediately. With a traditional method we would have to wait until the design was fully complete to start the bidding process. This could be 12 months later.
- Do not have to wait until the project is fully designed to commence work on site.
- During the investigation period, the proposed fix could be put in place immediately as the contractor is already under contract. Saving both time and money.
- Or if this is not desirable, rather than covering up exposed defects, temporary shoring could be put in place until the proposed fix is approved. The time period between these two stages will be less than with the traditional method. Saving both time and money
- The project could be awarded sooner, taking advantage of the current economic environment. With the traditional method the contractor may not be on board until 12 months from now.

For the above reasons, it is recommended that we proceed with this project under a qualifications based Design/Build project delivery method.

I would be pleased to further discuss if desired, prior to the PW meeting.

Thanks for you time and consideration in this matter



Jeff

## **Jeffrey J Mantes**

Jeffrey J. Mantes P.E.

Commissioner of Public Works

City of Milwaukee

Room 501

841 N Broadway

Milwaukee, WI 53202

414 286 3301

414 286 3953 fax

[jeffrey.mantes@milwaukee.gov](mailto:jeffrey.mantes@milwaukee.gov)

## PW FILE NUMBER: 090891

[illegible]



## Legislation Details (With Text)

---

**File #:** 090979      **Version:** 0

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to application, acceptance and funding of a 2010-2011 Wisconsin Coastal Management Program Grant.

**Sponsors:** THE CHAIR

**Indexes:** STATE GRANTS

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

Date	Ver.	Action By	Action	Result	Tally
12/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/9/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090979

**Version**

ORIGINAL

**Reference**

**Sponsor**

CHAIR

**Title**

Resolution relating to application, acceptance and funding of a 2010-2011 Wisconsin Coastal Management Program Grant.

**Analysis**

This resolution authorizes the Department of Public Works - Operations (Forestry Section) to apply for, accept and fund a 2010-2011 Wisconsin Coastal Management Program Grant "Boulevard Bioswales." This grant aims to address nonpoint source pollution through a targeted reduction in stormwater runoff. The total project cost is \$100,000, of which \$40,000 (40%) will be provided by the grantor and \$60,000 (60%) will be provided by the City. The program will include the following components:

1. Install 5,000 ft<sup>2</sup> of bioswales or vegetative buffers on Bay Street to maximize the use of city boulevards for bioretention to reduce stormwater runoff and pollutant loading into near shore and coastal resources.
2. Plant up to 60 new trees on Bay Street to enhance ecological services including air quality and climate change adaptation.
3. Use interpretive signage to educate the public about the use of bioretention for coastal resource protection.

**Body**

Whereas, The City of Milwaukee appears to be eligible for a 2010-2011 Wisconsin Coastal Management Program Grant from the Wisconsin Department of Administration; and

Whereas, The Department of Public Works-Operations Division (Forestry Section) would use this grant to feature city boulevards for bioretention to reduce stormwater runoff; and

Whereas, This project would include the following components:

1. Install 5,000 ft<sup>2</sup> of bioswales or vegetative buffers on Bay Street to maximize the use of city boulevards for bioretention to reduce stormwater runoff and pollutant loading into near shore and coastal resources.
2. Plant up to 60 new trees on Bay Street to enhance ecological services including air quality and climate change adaptation.
3. Use interpretive signage to educate the public about the use of bioretention for coastal resource protection.

; and

Whereas, "Boulevard Bioswales" will cost \$100,000, of which \$40,000 (40%) will be provided by the grantor and \$60,000 (60%) will be provided by the City; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is authorized to apply, accept and fund a 2010-2011 Wisconsin Coastal Management Program Grant "Boulevard Bioswales" in the amount of \$40,000 from the Wisconsin Department of Administration without further Common Council approval, unless the terms of the grant change in a manner described in s. 304-81 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Encumber in the parent accounts of the 2010 Special Revenue Accounts-Grant and Aid Projects the following amounts for the project titled Urban Forestry Grant:

Project/Grant	GR0001000000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Sub Class	R999
Account	000600
Project	Grantor Share
Amount	\$40,000

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

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

; and, be it

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

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

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

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

#### **Requestor**

Department of Public Works-Operations Division  
11/16/09

November 16, 2009

Members of the Common Council  
City of Milwaukee  
City Hall  
200 E. Wells Street, Room 205  
Milwaukee, WI 53202

Dear Honorable Members of the Common Council:

Attached please find for introduction a resolution to apply, accept and fund a Wisconsin Coastal Management Program 2010-2011 Grant, "Boulevard Bioswales." The grant targets a reduction in stormwater runoff through the use of city boulevards for bioretention. Boulevard Bioswales will install 5,000ft<sup>2</sup> of bioswales or vegetative buffers on Bay Street to capture, detain, filter and infiltrate stormwater runoff.

Please direct questions to Kimberly Kujoth, Environmental Policy Analyst at x5453 or [kimberly.kujoth@milwaukee.gov](mailto:kimberly.kujoth@milwaukee.gov). Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Sivy", written over a faint circular stamp.

DAVID B. SIVYER  
Forestry Services Manager

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 16, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution relative to application, acceptance and funding of a 2010-2011 Wisconsin Coastal Management Program Grant -

Boulevard Bioswales

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Urban Forestry Crew Leader	PR58180400	\$7,520		
	Urban Forestry Specialist	PR58180400	\$12,480		
SUPPLIES:	Tree Planting	PR58180100	\$20,000		
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Engineering & Design		\$20,000		
	Bioswale Construction			\$40,000	
TOTALS			\$60,000	\$40,000	

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

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

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Department estimates

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Department of Public Works – Operations Division, ForestryContact Person & Phone No: Kimberly Kujoth x5453

## Category of Request

☒

New Grant

☐

Grant Continuation

Previous Council File No. \_\_\_\_\_

☐

Change in Previously Approved Grant

Previous Council File No. \_\_\_\_\_

Project/Program Title: 2010-2011 Wisconsin Coastal Management Program GrantGrantor Agency: Wisconsin Department of Administration

Grant Application Date: \_\_\_\_\_

Anticipated Award Date: \_\_\_\_\_

## 1. Description of Grant Project/Program (Include Target Locations and Populations):

*Boulevard Bioswales* addresses nonpoint source pollution through a targeted reduction in stormwater runoff. *Boulevard Bioswales* will install 5,000ft<sup>2</sup> of bioswales or vegetative buffers on Bay Street to maximize the use of city boulevards for bioretention to reduce stormwater runoff and pollutant loading into coastal waters. *Boulevard Bioswales* will feature engineered bioswales on multiple boulevard segments using curb cuts to channel runoff from the street, recessed basins to detain stormwater for slow release and ground infiltration and native perennial plants and trees to promote pollutant filtering and water conservation. The bioswales will be designed and engineered to capture and treat stormwater runoff on-site with minimal contributions to the city's combined sewer system. As stormwater runoff is reduced, the burden on the combined sewer system is diminished lessening the threat of basement backups and sewer overflows, thus protecting water quality and Lake Michigan.

## 2. Relationship to City-Wide Strategic Goals and Departmental Objectives:

It is the mission of DPW Operations - Forestry to protect and maintain the city's urban forest and 120-mile boulevard system. Public support for use of city boulevards to store stormwater runoff and the need for water conserving landscaping was a key outcome of community outreach for *Sustainable Boulevards*-Milwaukee's Strategic Boulevard Plan. *Boulevard Bioswales* is a result of this public feedback.

## 3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

NA

## 4. Results Measurement/Progress Report (Applies only to Programs):

NA

## 5. Grant Period, Timetable and Program Phase-Out Plan:

January 1, 2010 – December 31, 2010.

## 6. Provide a list of Subgrantees:

NA

7. If Possible, complete Grant Budget Form and attach to back.  
Attached



# CITY OF MILWAUKEE OPERATING GRANT BUDGET

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

PROJECT/PROGRAM

TITLE: 2010-2011 Wisconsin Coastal Management Program Grant - Boulevard Bioswales

PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Kimberly Kujoth x5453

NUMBER OF POSITIONS		LINE DESCRIPTION	PAY RANGE/ UNITS	GRANTOR SHARE			
NEW	EXISTING				IN-KIND	CASH MATCH	
					SHARE	A/C #	TOTAL
		PERSONNEL COSTS					
	1	Urban Forestry Crew Leader	282		\$4,700		\$4,700
	2	Urban Forestry Specialist	255		\$7,800		\$7,800
		TOTAL PERSONNEL COSTS			\$12,500		\$12,500
		FRINGE BENEFITS					
		Urban Forestry Crew Leader			\$2,820		\$2,820
		Urban Forestry Specialist			\$4,680		\$4,680
		TOTAL FRINGE BENEFITS			\$7,500		\$7,500
		OPERATING EXPENDITURES					
		Engineering & Design			\$20,000		\$20,000
		Bioswales Construction		\$40,000			\$40,000
		Tree Planting			\$20,000		\$20,000
		TOTAL OPERATING EXPENDITURES		\$40,000	\$40,000		\$80,000
		EQUIPMENT					
		TOTAL EQUIPMENT					
		INDIRECT COSTS					
		TOTAL INDIRECT COSTS					
	3	TOTAL COSTS		\$40,000	\$60,000		\$100,000



## PW FILE NUMBER: 090979

[illegible]



## Legislation Details (With Text)

---

**File #:** 090968      **Version:** 0

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relating to application, acceptance and funding of a State of Wisconsin Department of Natural Resources 2010 Urban Forestry Grant.

**Sponsors:** THE CHAIR

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

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

Date	Ver.	Action By	Action	Result	Tally
12/1/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/4/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/9/2009	0	PUBLIC WORKS COMMITTEE	HELD TO CALL OF THE CHAIR	Pass	5:0
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

090968

**Version**

ORIGINAL

**Reference**

**Sponsor**

CHAIR

**Title**

Resolution relating to application, acceptance and funding of a State of Wisconsin Department of Natural Resources 2010 Urban Forestry Grant.

**Analysis**

This resolution authorizes the Department of Public Works - Operations (Forestry Section) to apply for, accept and fund a 2010 Urban Forestry Grant "Milwaukee's Trees on Parade." This grant aims to build public awareness of the benefits of Milwaukee's urban forest. The total project cost is \$50,000, of which \$25,000 (50%) will be provided by the grantor and \$25,000 (50%) will be provided by the City. The program will include the following components:

1. Conduct a multi-faceted outreach campaign involving media such as radio, print or television to raise public awareness of EAB and the economic, ecological and social benefits of trees.
2. Broaden the "*Milwaukee's Trees*" brand created in 2009 for a limited outdoor digital billboard campaign to build a consistent, clear and repetitive message of trees as economic, ecological and social assets worth protecting and preserving with the confirmed presence of Emerald Ash Borer in Milwaukee County.

**Body**

Whereas, The City of Milwaukee appears to be eligible for a 2010 Urban Forestry Grant from the Wisconsin Department of Natural Resources; and

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

Whereas, This project would include the following components:

1. Conduct a multi-faceted outreach campaign involving media such as radio, print or television to raise public awareness of EAB and the economic, ecological and social benefits of trees.
2. Broaden the "*Milwaukee's Trees*" brand created in 2009 for a limited outdoor digital billboard campaign to build a consistent, clear and repetitive message of trees as economic, ecological and social assets worth protecting and preserving with the confirmed presence of Emerald Ash Borer in Milwaukee County.

; and

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

Resolved, By the Common Council of the City of Milwaukee, that the Department of Public Works is

authorized to apply, accept and fund a 2010 Urban Forestry Grant "Milwaukee's Trees on Parade" in the amount of \$25,000 from the Wisconsin Department of Natural Resource without further Common Council approval, unless the terms of the grant change in a manner described in s. 304-81 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Encumber in the parent accounts of the 2010 Special Revenue Accounts-Grant and Aid Projects the following amounts for the project titled Urban Forestry Grant:

Project/Grant	GR0001000000
Fund	0150
Org	9990
Program	0001
Budget Year	0000
Sub Class	R999
Account	000600
Project	Grantor Share
Amount	\$25,000

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

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

; and, be it

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

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

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

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

#### **Requestor**

Department of Public Works-Operations Division  
11/16/09

November 16, 2009

Members of the Common Council  
City of Milwaukee  
City Hall  
200 E. Wells Street, Room 205  
Milwaukee, WI 53202

Dear Honorable Members of the Common Council:

Attached please find for introduction a resolution to apply, accept and fund a Wisconsin Department of Natural Resources 2010 Urban Forestry grant, "Milwaukee's Tree on Parade." The grant will conduct an outreach campaign involving media such as radio, print or television to build public awareness of Emerald Ash Borer and the economic, ecological and social benefits of Milwaukee's urban forest.

Please direct questions to Kimberly Kujoth, Environmental Policy Analyst at x5453 or [kimberly.kujoth@milwaukee.gov](mailto:kimberly.kujoth@milwaukee.gov). Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "David B. Sivy", written in a cursive style.

DAVID B. SIVYER  
Forestry Services Manager

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 16, 2009

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution relative to application, acceptance and funding of a Wisconsin Department of Natural Resources 2010 Urban Forestry Grant  
*Milwaukee's Trees on Parade*

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	Urban Forestry Interns - Seasonal	58180600	\$25,000		
SUPPLIES:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Public Awareness Campaign			\$25,000	
TOTALS			\$25,000	\$25,000	

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

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

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

None

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

Department estimates

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



## GRANT ANALYSIS FORM OPERATING & CAPITAL GRANT PROJECTS/PROGRAMS

Department/Division: Department of Public Works – Operations Division, ForestryContact Person & Phone No: Kimberly Kujoth x5453

## Category of Request

☒

New Grant

☐

Grant Continuation

Previous Council File No. \_\_\_\_\_

☐

Change in Previously Approved Grant

Previous Council File No. \_\_\_\_\_

Project/Program Title: 2010 Urban Forestry Grant – Milwaukee's Trees on ParadeGrantor Agency: Wisconsin Department of Natural Resource (WDNR)

Grant Application Date: \_\_\_\_\_

Anticipated Award Date: \_\_\_\_\_

## 1. Description of Grant Project/Program (Include Target Locations and Populations):

*Milwaukee's Trees on Parade* will broaden the scope of a 2009 public outreach campaign to raise awareness of the benefit of the urban tree canopy and the presence and risk of Emerald Ash Borer in Milwaukee County. A 2009 campaign funded by a WDNR Urban Forestry Grant used outdoor digital billboards and created the "Milwaukee's Trees..." brand to demonstrate the value of Milwaukee's trees related to stormwater runoff, air quality, EAB and other social benefits. The intent of a broadened awareness campaign is to leverage the creative brand of "Milwaukee's Trees..." for use with other media such as radio, print or television to build a consistent, clear and repetitive message of trees as economic, ecological and social assets worth preserving and protecting.

## 2. Relationship to City-Wide Strategic Goals and Departmental Objectives:

It is the mission of DPW Operations - Forestry to protect and maintain the city's urban forest and 120-mile boulevard system. The return on investment generated by these *green* assets goes beyond aesthetics. The urban tree canopy provides \$15 million in stormwater benefits, \$900,000 in cooling benefit and reduces harmful emissions from 350,000 cars annually. *Milwaukee's Trees on Parade* aims to build public awareness of the economic, ecological and social benefits of trees.

## 3. Need for Grant Funds and Impact on Other Departmental Operations (Applies only to Programs):

NA

## 4. Results Measurement/Progress Report (Applies only to Programs):

NA

## 5. Grant Period, Timetable and Program Phase-Out Plan:

January 1, 2010 – December 31, 2010.

## 6. Provide a list of Subgrantees:

NA

## 7. If Possible, complete Grant Budget Form and attach to back.

Attached



# CITY OF MILWAUKEE OPERATING GRANT BUDGET

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

PROJECT/PROGRAM

TITLE: WI DNR 2010 Urban Forestry Grant - Milwaukee's Trees on Parade

PROJECT/PROGRAM YEAR: 2010

CONTACT PERSON: Kimberly Kujoth x5453

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



PW FILE NUMBER: 090968

[illegible]



## Legislation Details (With Text)

---

**File #:** 091168      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution approving a lease with Marquette University for the Norris Playground at 1832 West Kilbourn Avenue, in the 4th Aldermanic District.

**Sponsors:** ALD. BAUMAN

**Indexes:** CITY PROPERTY, GREEN SPACE, LEASES, PLAYGROUNDS

**Attachments:** Fiscal Note.pdf, Lease Report.pdf, Lease and Exhibit A-Draft.pdf, Exhibit B.pdf, Exhibit C.pdf, Exhibit D.pdf, Exhibit E.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091168

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. BAUMAN

**Title**

Resolution approving a lease with Marquette University for the Norris Playground at 1832 West Kilbourn Avenue, in the 4th Aldermanic District.

**Analysis**

This resolution authorizes a lease for a City-owned property according to the conditions outlined in a Lease Report.

**Body**

Whereas, The Near West Side Area Comprehensive Plan ("Plan") identifies the Norris Playground at 1832 West Kilbourn Avenue as a catalytic project that should be used as community green space; and

Whereas, The Plan also recommends that the City of Milwaukee ("City") should develop a sustained relationship with a local agency or institution to make improvements to the playground that will provide usable open space that may be shared between the institution and the community; and

Whereas, Marquette University ("MU") has offered to take on the role of the local institution and proposes to invest approximately \$400,000 in green space improvements in exchange for a 25-year lease as summarized in a Lease Report, a copy of which is attached to this Common Council File; and

Whereas, The City has negotiated a lease with MU, a copy of which is attached to this Common Council File; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the lease with Marquette University for the Norris Playground site at 1832 West Kilbourn Avenue is approved; and, be it

Further Resolved, That the Commissioner of the Department of City Development ("DCD"), or designee, is authorized to execute the lease with MU and any other documents necessary upon approval of the lease by the Common Council; and, be it

Further Resolved, That the City Attorney's office, in cooperation with the Commissioner of DCD, is authorized to make such further minor modifications to said lease that are consistent with the intent and purpose of this resolution and which are mutually acceptable to the City Attorney and the Commissioner of DCD.

**Drafter**

DCD:MFH:mfh

12/22/09/A

***LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS***

**PUBLIC WORKS COMMITTEE**

**JANUARY 6, 2010**

**Item 6, File #091168**

File Number 091168 is a resolution approving a lease between the City of Milwaukee and Marquette University for the City-owned Norris Playground at 1832 West Kilbourn Avenue.

**Background**

1. Norris Playground (also known as “Norris Park”) is an underutilized City-owned recreational property located at 1832 West Kilbourn Avenue. The 1.95-acre site includes a 1,200-square-foot field house with restrooms and an 11, 250-square-foot paved area for basketball, with the remainder of the property being open green space.
2. Norris Playground was used as a recreational facility for the former Wells Street School (now the Milwaukee Rescue Mission) until 1982. It was subsequently used for MPS-programmed recreational activities until 2003. The Near West Side Area Comprehensive Plan, adopted by the Common Council in 2004 (CC File No. 031371), identified the Norris Playground as a catalytic project site which should be rehabilitated into usable community green space. The Plan also recommends that the City partner with a local institution to make the site improvements and operate the recreational facility.
3. Marquette University has offered to be the partner institution responsible for improving and operating a refurbished Norris Park. Marquette desires to invest approximately \$400,000 in various improvements to the Park in exchange for a 25-year lease for the property. Marquette wants to use the site for its intramural sports programs (soccer, lacrosse, softball and field hockey) while also making it available for community recreational use.
4. In 2006, the City received a USDA Forest Service Urban and Community Forestry “Green Schools” grant to improve the Norris Playground. This grant was used to fund the removal of a large portion of the impervious asphalt play areas at Norris and to replace them with green space consisting of natural turf and trees. However, these improvements did not include any new recreational equipment or facilities.

**Discussion**

1. This resolution approves a lease of the Norris Playground property to Marquette University. A copy of the lease agreement, drafted by the City Attorney’s Office, is attached to the file. The lease also authorizes the Commissioner of City Development or the Commissioner’s designee to execute the lease on behalf of the City.
2. The lease will be for a term of 25 years, with an annual one-dollar rental payment by Marquette to the City.



3. Under the terms of the lease, Marquette is required to complete, within 12 months of execution of the lease, a “project” consisting of grading and landscaping of the site, planting new trees, installing storm water management improvements, establishing natural grass turf throughout the site, improving the existing field house and restrooms, and installing new field lighting, fencing and security equipment. Marquette shall bear sole responsibility for the costs of this project and for all maintenance of the property and the improvements thereon. Required maintenance activities include litter, snow and graffiti removal and the mowing of grass on a regular basis.
4. The lease provides that Marquette shall have the right to use the leased property for “recreational activities” (as defined in the Wisconsin Statutes) and for “Marquette-Controlled Activities” (activities controlled and supervised by Marquette, consistent with Marquette’s redevelopment proposal in Exhibit B to the lease). The lease also contemplates Marquette adopting a permit system whereby members of the general public may apply to Marquette for a permit to use a designated area of the park for a temporary, specific period (not to exceed 12 hours) for a “recreational activity” that is not a Marquette-Controlled Activity.
5. The lease also specifies the insurance coverage Marquette is required to maintain throughout the term of the lease, as well as language to indemnify the City and hold it harmless from and against any and all loss or claims resulting from or attributable to intentional or negligent acts or omissions of Marquette.
6. The lease requires that Marquette, on or before each December 31 during the term of the lease, provide a written report to the Commissioner of City Development regarding Marquette’s use of, and activities on, the premises during the preceding 12-month period. The report shall include a list of all permits issued by Marquette for public use of Norris Park

### **Fiscal Impact**

Since the annual rental payment required by the lease document is only one dollar, adoption of this resolution will have a negligible fiscal impact on the City.

Prepared by: Jeff Osterman, X2262  
LRB-Research & Analysis Section  
January 4, 2010

cc: Rocky Marcoux  
Grant Langley  
Matt Haessly  
Danielle Bergner  
Marianne Walsh1

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 22, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution approving a lease with Marquette University for the Norris Playground at 1832 West Kilbourn Avenue, in the 4th Aldermanic District.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Lease	General Fund		\$1.00/year	
TOTALS					

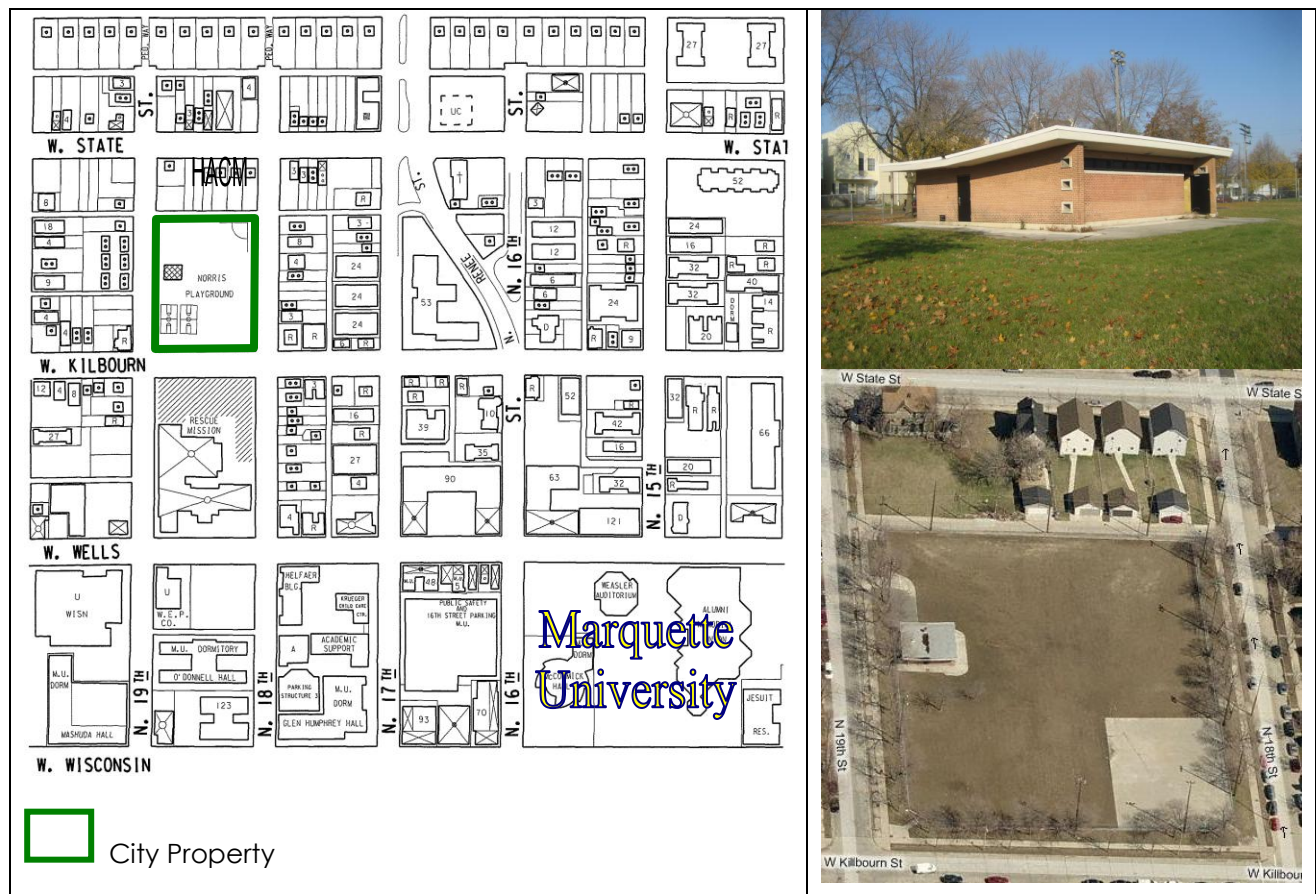
F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN **ANNUAL** BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

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

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



## LESSEE

Marquette University ("MU") will take on the role of the local institution envisioned in the Near West Side Area Comprehensive Plan to improve and program the park. Community groups will be able to use the park through arrangement with MU. The community use is consistent with the intent and scope of the Green Schools initiative.

## PROPOSED IMPROVEMENTS

MU has proposed to remove the remaining asphalt and to install new field turf to accommodate its recreational sport activities and improve the landscaping. In addition, MU will install new lighting, security cameras and fencing (as needed). Total costs are about \$400,000. MU improvement costs will be the sole responsibility of MU. MU is committed to a strong EBE involvement and is aiming for 25% EBE participation.



## LEASE TERMS AND CONDITIONS

The lease term will be for 25 years at \$1.00 per year. MU will be solely responsible for all maintenance and improvement costs. MU also will provide annual evidence of insurance.

## FUTURE ACTIONS

Upon approval of the final plans and evidence of financing, the Commissioner of the Department of City Development, or designee, will execute the lease on behalf of the City of Milwaukee in accordance with the terms and conditions expressed herein and contained in the resolution adopted by the Common Council.

	PARK LEASE
Document Number	Document Title

PARK LEASE

#### Recording Area

##### Name and Return Address

Matthew F. Haessly  
Real Estate Specialist  
Department of City Development  
809 North Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202

Tax Key Number:  
363-2589-100-3

**Drafted By:**  
**Danielle M. Bergner**  
**Assistant City Attorney**  
**City of Milwaukee**

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
1. Leased Premises.....	2
A. Recording of Lease .....	2
B. CITY Leases to MARQUETTE.....	2
C. Exclusivity/Nonexclusivity .....	2
2. Term.....	2
3. Termination of Lease.....	2
4. Termination for Convenience .....	2
5. Rent.....	3
6. Project.....	3
7. EBE Requirements.....	3
8. MARQUETTE's Site-Development Costs.....	3
9. MARQUETTE Testing/Excavation Prohibited .....	3
10. No Survey .....	4
11. Permits; Compliance with Laws.....	4
12. Use; Including Provisions Relating to Recreational Activities Under §895.52 .....	4
13. MARQUETTE Permitting Rights for the Park .....	4
14. Compliance with Laws and Regulations; Environmental; Nondiscrimination.....	6
15. Recreational Immunity Under §895.52.....	6
16. Insurance .....	7
A. General Liability, Property, and Other Coverage.....	7
B. Policies.....	7

17.	Indemnification; Waiver of Subrogation .....	7
18.	MARQUETTE Annual Report to Commissioner .....	8
19.	Possible Restrictions/Encumbrances.....	8
20.	Maintenance of Premises; Notice of Damage.....	8
21.	Special Trash Pick-Up Provisions.....	9
22.	Improvements by MARQUETTE .....	10
23.	Leasehold Mortgages; Construction Liens.....	10
24.	Utilities; Police and Fire Protection .....	10
25.	Property Taxes, Assessments, Fees & Charges .....	10
26.	CITY Entry Rights.....	11
27.	CITY Audit Rights.....	11
28.	Defaults and Remedies .....	12
29.	Condemnation or Damage of Premises.....	12
30.	No Beneficial Interest .....	13
31.	Right to Assign and Sublet .....	13
32.	Fixtures and Personal Property .....	13
33.	Waiver .....	14
34.	Governing Law .....	14
35.	Notices .....	14
36.	Commissioner .....	15
37.	Severability of Provisions .....	15
38.	Captions .....	15
39.	Entire Agreement .....	15

40.	Signage; Brochures .....	15
-----	--------------------------	----

EXHIBIT A: Legal Description of Premises

EXHIBIT B: Plans and Specifications for the Norris Park Redevelopment

EXHIBIT C: Proposal for Redevelopment and Use of the Norris Park Premises

EXHIBIT D: EBE Agreement

EXHIBIT E: Letter of Financial Responsibility



## **PARK LEASE**

**THIS LEASE**, is made as of this \_\_\_\_ day of \_\_\_\_\_, 2009, (the “Effective Date”) and is by and between **THE CITY OF MILWAUKEE**, a Wisconsin municipal corporation, as the Landlord (hereinafter “CITY”) and **MARQUETTE UNIVERSITY**, a Wisconsin university and non-stock corporation, as the Tenant (hereinafter “MARQUETTE”).

## **RECITALS**

- A. CITY owns certain real estate and improvements located at 1832 W. Kilbourn Avenue, in Milwaukee, Wisconsin (the “Premises”), more particularly described in **EXHIBIT A** attached hereto, and more commonly referred to as “Norris Park.”
- B. MARQUETTE wants to lease the Premises from CITY per the terms hereof, so Marquette, as a nonprofit, educational institution, can put the Premises to uses consistent with its not-for-profit educational purposes.
- C. CITY believes that such uses in accordance with the terms of this Lease will, among other things, enhance urban green space, support community recreational activities, support Marquette’s intramural sports programs, and promote the general welfare of the CITY and its citizens.
- D. MARQUETTE has plans to improve the Premises to create playfields that will support recreational and intramural sports activities organized and managed by MARQUETTE. MARQUETTE’s plans include grading and landscaping, storm water management improvements, establishment of natural grass turf throughout the site, and installation of field lighting, fencing and security equipment (the “Project”).
- E. Marquette’s plans for the property are consistent with the Near West Side Comprehensive Plan which calls for rehabilitation of the Norris Park property into an appealing, multi-purpose green space which will improve the quality of life in the surrounding neighborhood.
- F. CITY is willing to lease the Premises to Marquette on the terms and conditions set forth herein.
- G. The CITY authorized CITY entry into this Lease by CITY Common Council Resolution File No. \_\_\_\_\_, passed \_\_\_\_\_, 2009.

## Agreement

NOW, THEREFORE, for and in consideration of the covenants herein contained, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, CITY and Marquette agree as follows:

1. **Recitals.** The recitals above are hereby agreed to.
2. **Leased Premises.** Subject to the terms hereof, the CITY does hereby lease to Marquette the real property and improvements at 1832 W. Kilbourn Avenue, which is legally described on **EXHIBIT A.**
  - A. **Recording of Lease.** In its discretion, CITY may record this Lease (or evidence thereof) in the Milwaukee County Register of Deeds Office; and MARQUETTE agrees to cooperate with CITY in that regard.
  - B. **CITY Leases to MARQUETTE.** Subject to all the terms and conditions in this Lease, CITY hereby leases to MARQUETTE, and MARQUETTE hereby leases from CITY, on an **AS-IS, WHERE-IS BASIS**, and with all faults and defects, known or unknown, discovered or to be discovered, the real property, improvements and appurtenances located in Milwaukee and herein called the Premises.
  - C. **Exclusivity/Nonexclusivity.** The Premises are being leased to MARQUETTE on an exclusive basis subject only to continued public use and enjoyment as specified in ¶¶ 12 and 13 of this Lease.
2. **Term.** The term of this Lease (the “Term”) shall be 25 years, commencing on \_\_\_\_\_, 2009 (the “Commencement Date”) and terminating on \_\_\_\_\_, unless sooner terminated as herein provided.
3. **Termination of Lease.** Upon the expiration or earlier termination of this Lease, MARQUETTE shall peaceably and quietly deliver, yield up, and surrender possession of the Premises to CITY. MARQUETTE shall remove from the Premises upon expiration or termination, and be responsible for, all personal property situated thereon, and leave the Premises in a broom-clean condition. Any property not so removed shall, at CITY’s option, either become the sole property of CITY or be stored on-site or off-site at MARQUETTE’s expense.
4. **Termination for Convenience.** Notwithstanding anything to the contrary contained herein (including, but not limited to, any provision in the “condemnation” section below), CITY or MARQUETTE may, in each of its sole discretion, and without cause, and for any reason, including no reason, terminate this Lease at any time upon a minimum of six (6) months advance written notice, effective on the May 30<sup>th</sup> immediately following six (6) months from the date the written notice was received by

the other party; provided that, on or before the effective date of any termination by CITY pursuant to this ¶4, CITY shall pay to MARQUETTE any unamortized Project Costs (as defined in ¶6 of this Lease). It is acknowledged and agreed that all Project Costs shall be amortized over 25 years from the date of substantial completion of the Project on a straight-line basis. This ¶4 in this Lease is a material provision without which, City would not have entered into this Lease.

5. **Rent.** MARQUETTE shall pay an annual rental of One Dollar (\$1), payable in full on the first day of the Term without demand therefor and without setoff or deduction. Rent shall be payable to the City of Milwaukee, and shall be tendered to the Commissioner of the Department of City Development (“Commissioner”) at the notice address for the Commissioner set forth below.
6. **Project.** MARQUETTE shall improve the Premises at its expense by grading and landscaping the site, planting new trees, installing storm water management improvements, establishing natural grass turf throughout the site, improving the existing field house and restrooms, and installing field lighting, new, higher quality fencing and security equipment substantially in accordance with final plans and specifications attached hereto as **EXHIBIT B** (the “Project”). All costs associated with the Project described in EXHIBIT B are “Project Costs” hereunder; however, for purposes of ¶4, Projects Costs shall not include Rent for the Premises; permit fees paid to the City of Milwaukee or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; attorney and accounting fees. MARQUETTE covenants and agrees that MARQUETTE shall construct and perform the Project in substantial accordance with the Final Plans, and that no additional buildings or structures shall be constructed on the Property without the prior written approval of the CITY.

**MARQUETTE MUST SUBSTANTIALLY COMPLETE THE PROJECT WITHIN 12 MONTHS FOLLOWING THE EFFECTIVE DATE.**

7. **EBE Requirements.** MARQUETTE shall comply with the requirements of the EBE Agreement, attached hereto as **EXHIBIT D**.
8. **MARQUETTE’s Site-Development Costs.** MARQUETTE shall be solely responsible for all Project and site-development costs, and costs and expenses associated with the Premises and Project, including, but not limited to any necessary utility extensions or sidewalk improvements.
9. **MARQUETTE Testing/Excavation Prohibited.** MARQUETTE shall not undertake any excavation activities upon, or environmental investigation or environmental testing of the Premises without prior written approval of CITY. MARQUETTE is solely responsible for conducting whatever geotechnical investigations, testing and analysis it deems appropriate and prudent. CITY represents that it has no knowledge of the presence of any hazardous or toxic substances, pollutants, or contaminants on any part

of the Premises; however, MARQUETTE is advised that CITY has not obtained a Phase I environmental site assessment for the Premises nor has the CITY undertaken any other environmental investigation of the Premises. This representation shall not, in any event, form the basis for or support any liability or cause of action against CITY.

10. **No Survey.** CITY shall not provide any survey of the Property.
11. **Permits; Compliance with Laws.** MARQUETTE shall, at its expense, obtain all requisite governmental permits, licenses, and approvals (“Approvals”) necessary to construct and complete the Project, and it shall construct and act in conformance with the Approvals. MARQUETTE agrees to comply with all applicable federal, state and local laws regarding the Project, including requirements of the Americans With Disabilities Act.
12. **Use; Including Provisions Relating to Recreational Activities Under §895.52.** Subject to shared use with the general public for a park open to the public, MARQUETTE shall have the right to use and occupy the Premises solely for the operation of:
  - (1) “recreational activities:” (a) as defined in Wis. Stat. §895.52(1)(g) (as the same may be amended from time to time); and (b) that are consistent with activities generally associated with other public parks in Milwaukee County and other open green space in the CITY; and (c) that are in compliance with federal, state, and local law, regulations, and ordinances (herein called “Recreational Activities”).
  - (2) activities that are controlled and supervised by MARQUETTE (herein called “Marquette-Controlled Activities”). Marquette-Controlled Activities may include activities that are not “recreational activities” as defined in Wis. Stat. §895.52(1)(g).

MARQUETTE uses of the Premises (including Marquette-Controlled Activities) must, in any event, be lawful, consistent with the Proposal attached hereto as **EXHIBIT C**, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances (including laws, regulations or ordinances requiring permits or licenses), and must be conducted so as not to unreasonably interfere with the legal rights of neighbors. No other uses may be permitted without CITY’s prior written consent.

13. **Marquette Permitting Rights for the Park.** To promote the orderly use and enjoyment of the Park by the general public, MARQUETTE may, in its discretion, adopt a permit system whereby members of the general public apply to MARQUETTE for a permit to use a designated area of the Park, for a temporary, specified period, for a specified “Recreational Activity” as allowed in section 12 above, that is lawful, and that is NOT a Marquette-Controlled Activity. In the event the provisions of this Lease conflict with any provision of a permit system adopted by MARQUETTE, the

provisions of this Lease shall control. Any use for which MARQUETTE issues a permit (while temporarily exclusive) must otherwise be in compliance with this Lease, including the provisions in section 12 above. If MARQUETTE does elect to engage in such permitting, then:

- A. MARQUETTE shall clearly post the use policy and procedures on the Premises and on MARQUETTE's website, and
- B. MARQUETTE shall conduct outreach to neighborhood stakeholders, MPS, and other potential users of the site regarding the opportunity to access the site for community use.
- C. MARQUETTE shall not charge for the issuance of permits any amount beyond an amount sufficient to cover MARQUETTE's reasonable expenses associated with MARQUETTE's permitting process and with the issuance of the particular permit;
- D. The permit shall only allow the permittee the right to use a designated portion of the Park for a temporary period (in all cases, less than 12 hours), and MARQUETTE may not allow anything that is unlawful or concerning which MARQUETTE has no authority (for example, MARQUETTE has no authority to allow permittees to possess or consume alcohol);
- E. The permit may only allow use for a "Recreational Activity" as defined in Section 12 above;
- F. MARQUETTE's permit process shall provide written notice to applicants advising applicants and permittees: (i) that use is limited to "Recreational Activities" as defined in Section 12; (ii) that they must comply with all federal, state, and local laws, regulations, and ordinances; (iii) that MARQUETTE may not authorize applicants or permittees to possess or consume alcoholic beverages on the Premises; and (iv) that they may not store, use, discharge, or dispose of any hazardous or toxic substances, pollutants, or contaminants on any part of the Premises; and
- G. MARQUETTE may require permit applicants and/or recipients: (i) to sign waivers and releases; (ii) to assume financial and legal responsibility for their and their guests' acts, omissions, damages, etc.; and/or (iii) to provide evidence of insurance that MARQUETTE may specify – in which case any waiver or release or acceptance of responsibility or insurance that MARQUETTE requires shall also expressly run to the CITY's benefit and protect and cover CITY to the same extent as MARQUETTE.

**14. Compliance with Laws and Regulations; Environmental; Nondiscrimination.**

- A. MARQUETTE shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances and regulations, federal, state, county, or municipal, now or hereafter enforced, or applicable to its respective existence at, or use, occupancy, or improvement (including repair or maintenance) of, any part of the Premises.
- B. MARQUETTE shall not store, use, discharge or dispose of any hazardous or toxic substances, pollutants or contaminants (“Contaminants”) on any part of the Premises other than conventional household items such as cleaning materials which must nonetheless be stored, used, discharged, and disposed of in strict compliance with all applicable federal, state, and local laws, rules, and regulations.
- C. MARQUETTE is leasing the Premises on an “**AS IS, WHERE IS**” basis.
- D. MARQUETTE shall be responsible (i) for remediating any Contaminants or environmental pollution on any part of the Premises caused by MARQUETTE, and (ii) for repairing any damage (environmental, physical, structural, or otherwise) to the Premises caused by MARQUETTE.
- E. MARQUETTE must obtain CITY’s prior written approval before conducting any environmental testing or investigation on or at any part of the Premises.
- F. MARQUETTE shall not, with respect to its use and occupancy of the Premises, and Marquette-Controlled Activities thereat, and with respect to its issuance of permits for the Park to members of the public, discriminate against any person on the basis of race, sex, sexual orientation, creed, national origin or identity, color, religion, marital status, age, or handicap.

**15. Recreational Immunity Under §895.52.**

- A. CITY and MARQUETTE intend on each of CITY and MARQUETTE being protected by Wis. Stat. §895.52 (and any successor statute thereto) to the greatest extent possible.
- B. MARQUETTE may not charge any admission fee for spectators at any event on the Premises unless the event is a Marquette-Controlled Activity.
- C. MARQUETTE agrees to comply with any duty it may have under Wis. Stat. §101.11.

16. **Insurance.** MARQUETTE shall obtain and maintain in place during the entire Term, at its expense (as additional rent hereunder), insurance as described in strict compliance herewith:

A. **General Liability, Property, and Other Coverage.** MARQUETTE shall provide proof of financial responsibility for self-retention and excess insurance to protect against exposures associated with the operations of use of the Premises and to cover costs as may arise from property damage to physical assets and statutory liability and claims of tort. MARQUETTE reserves its right to self-insure lines of coverage as permitted by applicable laws. CITY acknowledges that MARQUETTE has the financial resources to self-retain loss exposures under General liability covering the Premises of not less than \$1,000,000/occurrence and \$2,000,000 aggregate and Automobile insurance in the amount of \$1,000,000 (including coverage for insured, uninsured, underinsured, owned and non-owned vehicles). MARQUETTE shall provide Worker's Compensation coverage in accordance with Wisconsin statutory limits including Employers Liability for accident, disease or sickness to \$500,000 minimum limit. MARQUETTE shall be financially responsible for risks that may fall under deductibles or may be self-retained and may purchase excess insurance over retentions as part of an accepted risk management program. Real and personal property coverage includes blanket limits covering MARQUETTE owned property; and insurance covering equipment stored at the Premises, the fieldhouse facility, and the contents of the fieldhouse facility per all risk property forms with deductibles appropriate to its size under acceptable insurer and risk management standards.

B. **Policies.** CITY agrees that the letter of financial responsibility describing the insurance and risk management program of MARQUETTE at **Exhibit E** fulfills MARQUETTE's obligation under this Section 16.

17. **Indemnification; Waiver of Subrogation.** In addition to any liability MARQUETTE may have to CITY as a result of MARQUETTE breach of any of its duties hereunder, notwithstanding anything to the contrary contained herein, MARQUETTE also agrees to indemnify and save CITY harmless from and against any and all loss or claims, or damage or injury to persons (including death), property, or business, sustained in or about, or to, the Premises, and resulting from or attributable to:

A. the intentional or negligent acts or omissions of MARQUETTE, its officers, directors, employees, agents, or contractors. Providing, however, that – subject to subparagraph B below - the CITY is not hereby imposing any contractual liability on MARQUETTE to indemnify CITY for any loss, claim, damage, or injury caused or suffered by members of the public engaged in public use of the Premises, or by persons who are members of the public at events for which MARQUETTE has issued a permit under section 12 of this Agreement; or

- B. a Marquette-Controlled Activity (including, but not limited to, activities that only involve MARQUETTE, its officers, directors, employees, agents or contractors).

CITY hereby waives, however, any and all rights of recovery against MARQUETTE for any loss or damage to the extent, and only to the extent, CITY actually receives payment from MARQUETTE's insurer toward the particular loss or damage. If the amount CITY collects from MARQUETTE's insurer is less than the total loss or damage to CITY, then CITY's waiver shall only be a partial one.

18. **Marquette Annual Report to Commissioner.** On or before each December 31 during the Term of this Lease, MARQUETTE shall provide a written report to the Commissioner concerning MARQUETTE's use and activities at the Premises during the preceding 12-month period ending on the November 30 prior to that December 31 deadline. That Report shall identify and explain Marquette-Controlled Activities during the preceding year, and also, with respect to section 13 above, identify all permits issued, to whom, and for what purpose, and permit fee (if any) charged. The Report shall also contain a report as to revenues and expenses associated with the Premises for the Report Year. The first annual report provided under this Paragraph shall also include a final accounting of all Project Costs as defined in ¶6.

19. **Possible Restrictions/Encumbrances.**

- A. **No Title Report.** CITY is, as indicated, is leasing the Premises to MARQUETTE on an "AS IS, WHERE IS" basis. CITY has not obtained or provided to MARQUETTE any title insurance commitment or title insurance policy with respect to the Premises. If MARQUETTE wants such, it can acquire such on its own at its expense. CITY calls to MARQUETTE's attention, and MARQUETTE is aware of, and agrees to comply with, the following:

1. The Premises are subject to requirements associated with the USDA Forest Service *Green Schools* initiative grant program.

- B. **Other.** CITY retains the right to devote portions of the Premises to uses for utilities and other easements necessary for public welfare and convenience provided said utilities and easements do not unreasonably interfere with MARQUETTE's use of the Premises.

20. **Maintenance of Premises; Notice of Damage.**

- A. **Maintenance by MARQUETTE.** MARQUETTE shall be responsible, at its expense, for all routine or non-routine, capital or non-capital, repair, husbandry and maintenance of the Premises and improvements thereat as practicable. The



foregoing includes, but is not limited to, MARQUETTE being responsible for, at its expense:

- (1) Picking up and removing litter, trash, and rubbish at the Premises on a routine basis so as to keep the same reasonably clean and litter-free.
- (2) Removing snow and ice from the entire width of sidewalks surrounding the Premises in accordance with Milwaukee Code of Ordinances §§116-8 and 116-16.
- (3) Promptly removing graffiti from the Premises and improvements thereat.
- (4) Mowing the grass on a regular basis.
- (5) Removing weeds and pruning trees, bushes, and vegetation at the Premises, and fertilizing, on an as-needed basis.
- (6) Repairing and restoring any damage to the Premises or improvements thereat, as practicable and within a reasonable time.
- (7) Electrical and plumbing repairs and maintenance work.
- (8) Properly preparing buildings and fixtures for winterization, weather and change of seasons.
- (9) Keeping the Premises, buildings and fixtures in good and clean condition.
- (10) All painting and, at the fieldhouse building, repairing or replacing broken or damaged windows, doors, and lightbulbs.
- (11) All interior and exterior maintenance of the fieldhouse building. The fieldhouse building shall be maintained in good repair and in a structurally sound condition.

B. **MARQUETTE Notice of Damage/Repair to CITY.** MARQUETTE shall provide prior written notice to CITY of any repair or maintenance work required of MARQUETTE above that is estimated to cost over \$10,000 or that may materially affect the structure or appearance of any building at the Premises and obtain CITY's prior written approval before undertaking any such repair or maintenance work.

21. **Special Trash Pick-Up Provisions.** MARQUETTE shall be solely responsible for all trash and litter pick-up and removal from the Premises. CITY shall bear no expense or obligation associated with trash removal from the Premises.

22. **Improvements by MARQUETTE.** With the exception of the Project and maintenance and repair work required of MARQUETTE under the “maintenance” section above, MARQUETTE shall not make any alterations or additions to the Premises without CITY’s prior written consent. All improvement requests shall be submitted in writing to the CITY’s Real Estate Officer with a copy to the Commissioner. All requests shall be deemed approved if not responded to within thirty (30) days. Notwithstanding the foregoing, all buildings or structures shall require the written consent of the Commissioner. In the event MARQUETTE undertakes improvements on the Premises, the construction of which require compliance with prevailing wage requirements under §66.0903, Wis. Stats., or such other statutes or administrative rules as may be applicable, then, and in such event, MARQUETTE shall undertake all actions and incur such costs as are necessary to comply with such prevailing wage laws and shall indemnify, defend and hold harmless CITY for all costs, expenses, loss, wages, damages or other economic consequences arising out of the applicability of or MARQUETTE’s failure to comply with said laws.
23. **Leasehold Mortgages; Construction Liens.** MARQUETTE has no right to mortgage, pledge as collateral, or hypothecate its interest in this Lease, or in any part of the Premises, or in any buildings, improvements, or fixtures at the Premises. MARQUETTE shall take all actions and precautions required to ensure that the Premises do not become attached by, or with, any lien, including, but not limited to, any construction lien, or lien of or by any laborer, contractor, subcontractor, materialman, or supplier (including any lien under Subch. I of Wis. Stat. Ch. 779) relating directly or indirectly to any work that MARQUETTE (or anyone claiming by, through, or under MARQUETTE) may perform or have done at the Premises. MARQUETTE shall indemnify, defend, and hold harmless CITY and the Premises of, from, and against, any such lien which may attach, or be asserted against, the Premises, together with all costs in connection therewith.
24. **Utilities; Police and Fire Protection.** MARQUETTE is responsible for all utility costs associated with use of the Premises during the Term of this Lease including sewer, water, and electricity. CITY shall provide police and fire protection to the Premises to the same extent and on the same basis it provides same to other citizens of the CITY.
25. **Property Taxes, Assessments, Fees & Charges.**
- A. In that the Premises are owned by CITY, the Premises are property-tax exempt under Wis. Stat. §70.11(2). See, especially, last sentence of §70.11(2), “[l]easing the property exempt under this subsection, regardless of the lessee and the use of the leasehold income, does not render that property taxable.” If the Premises subsequently become, under state law, in the City Assessor’s opinion, subject to general property taxes during the Term hereof, however, MARQUETTE shall be responsible for, and timely pay, such taxes, with the

understanding that MARQUETTE may dispute such by following the procedure set forth in Wis. Stat. § 74.35(2m).

- B. Unless otherwise entitled to lawful exemption, MARQUETTE shall pay all taxes, assessments, charges, and fees levied or assessed upon the Premises or upon its own personal property and its own trade fixtures on, or at, the Premises.
  - C. MARQUETTE shall pay any special charge, special assessment, special tax, or fee that may be levied against the Premises at any time during the Term. Said charges, assessments, taxes or fees expressly include those both known and unknown as of the effective date of this Lease.
26. **CITY Entry Rights.** CITY has the right, without notice, to enter the Premises at any time. CITY's entry shall be conducted in such a way so as to minimize interference or disruption of MARQUETTE's (or anyone claiming by, through, or under MARQUETTE) lawful use and occupancy of the Premises. In addition to the foregoing, CITY also expressly retains (and does not waive) all rights available to it at law to enter and inspect the Premises (or any part thereof) (including, but not limited to, all legal rights of CITY's building inspectors, health inspectors, fire inspectors, electrical inspectors, assessors, fire and police personnel, etc. to enter and inspect).
27. **CITY Audit Rights.** MARQUETTE shall keep accurate and complete books, records, and accounts with respect: (i) to the Premises and the Lease, including information regarding all permits issued for use of the Premises; (ii) to use and occupancy of and events at the Premises; and (iii) to improvements, maintenance and repair undertaken by MARQUETTE with respect to the Premises. Those books, records and accounts shall be made available to CITY for its review and inspection upon CITY's request. MARQUETTE shall provide to CITY, at MARQUETTE's expense, and upon CITY's demand, copies of any:
- (a) of the aforementioned books, records and accounts;
  - (b) agreement, permit, or license with respect to special events at or use of the Premises (or any part thereof);
  - (c) invoices or contracts relating to MARQUETTE improvements, repair or maintenance work;
  - (d) articles of incorporation or bylaws of MARQUETTE (or any amendment to the same);
  - (e) Insurance policy or proof of financial responsibility MARQUETTE has or had in place hereunder.

CITY has the right to have an auditor (whether an employee of CITY's Comptroller Office or an independent auditor) review and audit any of the above.

**28. Defaults and Remedies.** MARQUETTE shall be in default hereunder:

- A. if MARQUETTE fails to perform any of its covenants or duties under this Lease and such failure is not cured by MARQUETTE (i) with all due dispatch after written notice from CITY to MARQUETTE if the failure jeopardizes health, safety or welfare and poses a substantial immediate threat of danger or injury; and (ii) in all other cases, within 30 days after written notice from CITY to MARQUETTE (or if such failure is not of a type that can reasonably be corrected within 30 days, then if MARQUETTE fails to commence promptly and proceed with due diligence to correct such failure);
- B. if MARQUETTE is adjudged bankrupt, or if MARQUETTE files a petition or answer seeking bankruptcy, insolvency status, or reorganization of MARQUETTE under federal or state bankruptcy or insolvency law, or if MARQUETTE consents to the appointment of a receiver to administer MARQUETTE or its affairs, or if MARQUETTE dissolves or institutes any proceeding for dissolution;
- C. if MARQUETTE makes any sublease, assignment, transfer, hypothecation, conveyance, or other disposition of its interest in the Premises (or any part thereof) without CITY's prior written consent;
- D. if MARQUETTE merges into another entity, or permits one or more other entities to consolidate or merge into it without CITY's prior written consent;

In the event of any default by MARQUETTE hereunder, MARQUETTE hereby authorizes and empowers CITY to exercise any right or remedy available to CITY under Wisconsin law, or in equity, or hereunder, including, without limitation, (i) the right to terminate this Lease or take possession of the Premises (or any part of it) without terminating this Lease, (ii) the right to have a receiver appointed by the Court to manage the Premises (or parts of it), (iii) the right to evict MARQUETTE and anyone claiming by, through, or under MARQUETTE, from the Premises (or parts of it), (iv) the right, if CITY evicts or removes MARQUETTE (or anyone claiming by, through, or under MARQUETTE) from the Premises (or any part of it), to store personal property of MARQUETTE (or anyone claiming by, through, or under MARQUETTE) in a storage facility or public warehouse at the sole cost of MARQUETTE.

**29. Condemnation or Damage of Premises.**

- A. **Condemnation or Damage That Terminates Lease.** If the Premises (or a significant part thereof) are at any time during the Term condemned by any public authority with the power of eminent domain (or are voluntarily transferred in lieu of, or under threat of, condemnation), or if the Premises are damaged by fire or some other cause so as to render - in CITY's reasonable

opinion (which shall be reached by CITY within 100 days of the condemnation, transfer, or damage, and after consultation with MARQUETTE) – all or any significant portion of the Premises untenable or unfit for the continued use and purpose of MARQUETTE, and for the carrying out of MARQUETTE's operations and use at the Premises, this Lease shall be deemed terminated as of the date of the condemnation or transfer or loss. In such event, the proceeds from any condemnation award or insurance shall be payable to CITY, providing, however, that MARQUETTE shall be entitled to any award or insurance directly relating to MARQUETTE's personal property (including MARQUETTE's trade fixtures and moveable equipment), to MARQUETTE's leasehold interest, and/or to any tenant-relocation award or benefit that the condemning authority or insurer may award or pay to MARQUETTE.

- B. **Waiver; Participation.** In the event of any condemnation or damage pursuant to subpara. A. above, MARQUETTE waives any claim for damage or compensation from CITY. MARQUETTE shall have the right, to the extent of its tenant-interest, or insurable interest, as the case may be, to participate in any condemnation proceedings or the settlement of any insurance claim.
30. **No Beneficial Interest.** No provision herein calling for sharing in insurance or condemnation proceeds, and no other provision of this Lease, shall constitute, or be deemed to be evidence of: MARQUETTE having any beneficial ownership of the Premises (or any part thereof, or in any land, fixtures, improvements, or buildings thereat); or any partnership or agency relationship between MARQUETTE and CITY. The sole relationship hereunder between MARQUETTE and CITY is merely that of tenant (MARQUETTE) and landlord (CITY).
31. **Right to Assign and Sublet.** MARQUETTE may NOT assign this Lease or sublet any portion of the Premises without CITY's prior written consent, providing, however, that, subject to the terms and conditions of this Lease, MARQUETTE may use the Premises for MARQUETTE-Controlled Activities and MARQUETTE, under ¶13, may issue permits.
32. **Fixtures and Personal Property.** Subject to the terms hereof, MARQUETTE may install and affix to the Premises such trade fixtures, moveable equipment and personal property as MARQUETTE may deem desirable, which shall remain MARQUETTE's sole property. Said fixtures and personal property expressly include, but are not limited to, lighting, security system equipment, and fencing installed as part of the Project. MARQUETTE shall have the right at any time during the Term of this Lease, to remove or change, at MARQUETTE's sole expense, subject to CITY approval, if applicable, under ¶22 of this Lease, any of its trade fixtures, moveable equipment and personal property, providing, however, that (with the exception of temporary repairs, maintenance, upgrades and replacements) MARQUETTE shall not remove any such item that would compromise any structure or utility at, constituting, or serving any building on the Premises (including, but not limited to, any HVAC, plumbing or

electrical system), and providing further that, in all cases, MARQUETTE shall, at its expense, promptly repair any damage caused by or attributable to any removal or change by MARQUETTE of its trade fixtures, equipment or personal property.

33. **Waiver.** No delay, waiver, omission or forbearance on the part of either party to exercise any right, option, duty or power arising out of any breach or default by the other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power, as against the other party for any subsequent breach or default by that party.
34. **Governing Law.** This Lease shall be construed according to the laws of the State of Wisconsin.
35. **Notices.** Any notice required or permitted under this Lease may be personally served or given and shall be deemed sufficiently given or served if sent by United States mail, with postage prepaid thereon, to the respective addresses set forth below, or if sent by fax or e-mail to the respective fax number or e-mail address set forth below. Either party may by like notice at any time, and from time to time, designate a different address, fax, or e-mail to which notices shall be sent. Notices given in accordance with these provisions shall be deemed given and received (a) when personally served, or (b) if faxed or e-mailed during business days when City Hall is open for business during business hours (8:30 a.m.- 4:30 p.m.), when faxed or e-mailed, or (c) if mailed, three days after the postmark on such notice, in accordance with this section.

**To CITY:**

Commissioner of Dept. of City Development  
City of Milwaukee  
809 North Broadway, Second Floor  
Milwaukee, WI 53202  
Phone: (414) 286-5800  
Fax: (414) 286-5467  
E-mail: rmarco@milwaukee.gov

**Copy to:**

Danielle M. Bergner  
City Attorney's Office  
800 City Hall  
200 East Wells Street  
Milwaukee, WI 53202  
Phone: (414) 286-2620  
Fax: (414) 286-8550  
E-mail: dbergner@milwaukee.gov

**To MARQUETTE:**

Rana H. Altenburg  
Vice President  
P.O. Box 1881  
Milwaukee, WI 53201-1881  
Phone: 414-288-7430  
Fax: 414-288-5936  
E-mail: Rana.Altenburg@marquette.edu

**Copy to:**

Douglas O. Smith  
Associate General Counsel  
P.O. Box 1881  
Milwaukee, WI 53201-1881  
Phone: 414-288-7343  
Fax: 414-288-3152  
E-mail: Douglas.Smith@marquette.edu

- 36. Commissioner.** Unless otherwise provided for herein, all submissions to CITY, and all approvals or consents required to be obtained from CITY, hereunder, as landlord, shall, respectively, be submitted to, or obtained from, as the case may be, CITY's Commissioner of the Department of City Development or his or her designee.
- 37. Severability of Provisions.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 38. Captions.** The captions in this Lease are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions hereof.
- 39. Entire Agreement.** This Lease constitutes the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.
- 40. Signage; Brochures.** Any signage at the Premises must first be approved by each of MARQUETTE and CITY. MARQUETTE also agrees to include on any of its brochures or pamphlets advertising or concerning MARQUETTE's operations or programs at the Premises evidence of CITY ownership of the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**MARQUETTE:**  
**MARQUETTE UNIVERSITY**

**CITY:**  
**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Rev. Robert Wild, S.J.

President

By: \_\_\_\_\_  
Elaine M. Miller,  
Special Deputy Commissioner

**Milwaukee City Attorney  
Approval and Authentication**

Danielle M. Bergner, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the Milwaukee representatives above, and also authenticates the signatures of each of the above Milwaukee representatives/signatories per Wis. Stat. § 706.06 so this document may be recorded per Wis. Stat. § 706.05 (2)(b).

By: \_\_\_\_\_  
DANIELLE M. BERGNER  
Assistant City Attorney  
State Bar No. 1049359

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

**MARQUETTE NOTARIES**

STATE OF WISCONSIN                    )  
  )ss.  
COUNTY OF MILWAUKEE            )



Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2009, \_\_\_\_\_, the above named Rev. Robert Wild, S.J., President of Marquette University to me known to be such person who executed the foregoing instrument and acknowledged the same in such capacity.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

1050-2009-1404:146299

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PREMISES**

Lots 12 through 38 & Vacated Alley, Block 19 of Well's Addition Located in the Southeast 1/4 of Section 19 and the Northeast 1/4 of Section 30, Township 7 North, Range 22 East, County of Milwaukee, City of Milwaukee, Wisconsin.

Address: 1832 W. Kilbourn Avenue

Tax Key Parcel No.: 363-2589-100-3

April 16, 2009

**Prepared for Marquette University**

# **Norris Park Athletic Field Redevelopment**

**Engineering Services**



## **Table of Contents**

### **Section 1:**

Project Overview

### **Section 2:**

Facility Analysis

### **Section 3:**

Conclusion

### **Prepared by:**

GRAEF

One Honey Creek Corporate  
Center

125 South 84th Street, Suite 401

Milwaukee, WI 53214-1470

Telephone: (414) 259-1500

Fax: (414) 259-0037

## **Project Overview**

Graef-USA, Inc (GRAEF), at the request of Marquette University, has analyzed the Norris Park parcel located at 936 N. 19<sup>th</sup> Street for redevelopment. Marquette University's intent is to lease the parcel from the City of Milwaukee and re-develop it into a recreational sports venue to support their expanding intramural sports programs as well as providing an alternate practice location for various club sports programs.

The site has been in intermittent use as a playground and park since the mid-1950's and was recently updated in late 2007. Marquette's goal is to use the existing site to create a playable and cost effective multi-sport venue within the neighborhood to support their increased needs while maintaining the ability to support programs from outside of Marquette. The intent is for this facility to support soccer, lacrosse, softball, and field hockey activities during the fall semester from August-November and during the spring semester from March-May. It is anticipated that these activities will typically utilize the site 6 days per week for 4-6 hours per day during these timeframes.

The existing 250' x 340' site consists of a 1,200 square foot (SF) field house with restrooms, an 11,250 SF paved area for basketball, and the remaining 1.65 acres as open green space. In late 2007 the site was re-configured by the City of Milwaukee's Department of Public Works. At this time the field house facility and restrooms were returned to an operational condition, the majority of the site was stripped of pavement and base material, the site was re-graded to a low point at the center of the site where new drain tile was installed, and the site was restored with 3" of topsoil and grass.

The size, shape, and layout of the existing site limit the playability of the site in its current configuration. GRAEF has reviewed the site and prepared preliminary field layout plans for the site. The layouts utilize the existing site features while maximizing the playable field surface. Included in this analysis are descriptions of recommended improvements and sample field layouts.

## **Facility Analysis: Update Existing Site with Natural Grass Turf**

The exhibits on the following pages provide sample layout options of the playing fields for the multiple sports that will utilize the site.

The proposed plan will maintain the existing field house facility and general site configuration. However, by doing so the site is limited to a 195'x340' useable area between the field house and fence. This space would be able to accommodate a regulation size field hockey, lacrosse, and soccer field. However, due to the location of the field house, much of the clear zone surrounding the playing fields would not meet regulation sizes. Due to the reduced clear zone and proximity to public ways it is recommended that fence heights be increased to 20' in areas indicated to keep errant sports equipment within the site. The fencing plan will need to be reviewed with the City of Milwaukee for compliance with the applicable zoning ordinances.

The existing field house location presents some challenges in accommodating a softball diamond. A diamond could be accommodated in either the northeast or southwest corners of the site. The northeast corner location limits the right field distance as well as creates a conflict with the field house in center field. We recommend locating the diamond in the southwest corner to eliminate the center field conflict as well as provide an area for team benches and equipment. This layout still presents a similar shortened right field scenario. With both layout options it is recommended that the first base line and right field fences be increased to 20' to protect pedestrians and private property.

We also recommend that the field be re-graded with a center crown. This grading scenario creates a field with a consistent grade to the north and south while maintaining consistent centerline elevation to enhance playability. It also offers a preferred drainage scenario in which the drainage is directed away from the center of the field. This will help to reduce damage to the field during wet playing conditions and will increase the life expectancy of the field.

Other grading options can be reviewed in order to save costs. The field could be graded to an interior low point with a uniform cross slope. This scenario creates less than ideal playing conditions because of the elevation changes and required flow paths for runoff. However, the volume of fill and length of drain tile required could be reduced.

We recommend the following additional site alterations/reconstruction:

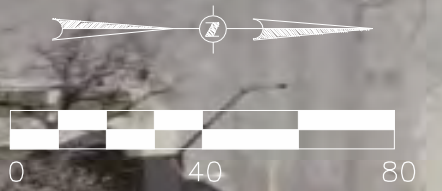
- Remove all remaining pavements and base materials, fencing, and storm drain tile. (400 CY, 300 LF 4" drain tile)
- Update existing field house and restrooms to support patrons and university staff (as necessary). Install a new hose bib on the north and south sides of the existing field house for irrigation. A 1.5" connection is required with a minimum of 45 psi for a "water reel" irrigation system.
- Remove existing 3" of topsoil (665 CY), screen to remove rocks, and blend with additional topsoil and sand to replace on-site at a 6" depth (1550 CY). Sand to be approximately 30% of overall topsoil mix.

- Re-grade entire site to have a 2% center crown located approximately 100' from the 18<sup>th</sup> Street fence line. (1200 CY import, not including topsoil). See exhibit A1.
- Install 4" drain tile in a 1'x2' section of clear stone (1100 LF) with 6 cleanouts and re-connect to existing storm structure. Existing storm structure shall be buried at an elevation 6" below finished grade and shall have the existing cover replaced with a gasketed frame and grate. It is recommended that tracer wire be included over all drain tile and the buried catch basin.
- Re-seed site with a high Fescue percentage turf mix for increased durability against surface wear and a higher drought tolerance.
- Provide a "water reel" for irrigation in lieu of a site irrigation system.



NOTES:  
1. AERIAL BACKGROUND REPRESENTS  
SITE CONDITION AS OF SPRING 2007.  
SITE HAS SINCE BEEN ALTERED BY  
THE CITY OF MILWAUKEE.

19TH STREET



KILBOURN AVENUE

STATE STREET



PROJECT NUMBER: 20080415.00  
DATE: 2/2/09  
SCALE: 1"=40'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: BTP  
REFERENCE SHEET:

PROJECT TITLE: MARQUETTE UNIVERSITY  
NORRIS PARK REDEVELOPMENT

SHEET TITLE: CENTER CROWN GRADING PLAN

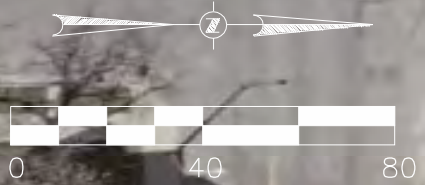
I:\Jobs2008\20080415\CAD\Site\dgn\Exhibits\04-16-09\C\_00\_Grading\_Option \_A.dgn

A1



- NOTES:
1. AERIAL BACKGROUND REPRESENTS SITE CONDITION AS OF SPRING 2007. SITE HAS SINCE BEEN ALTERED BY THE CITY OF MILWAUKEE.
  2. GATE AND SECURITY CONTROLS TO BE COORDINATED BY MARQUETTE UNIVERSITY.

19TH STREET



8' SECURITY FENCE

15'

EXISTING FIELD  
HOUSE (TO REMAIN)

SOCCER FIELD  
330'x185'

5'

NATURAL GRASS  
PLAYING SURFACE

20' FENCE

15'

18TH STREET

**GR**äEF

PROJECT NUMBER: 20080415.00  
DATE: 2/1/09  
SCALE: 1"=40'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: BTP  
REFERENCE SHEET:

PROJECT TITLE: MARQUETTE UNIVERSITY  
NORRIS PARK REDEVELOPMENT

SHEET TITLE: SOCCER FIELD LAYOUT

I:\Jobs2008\20080415\CAD\Site\dgn\Exhibits\04-16-09\C\_00\_Soccer\_Option \_A.dgn

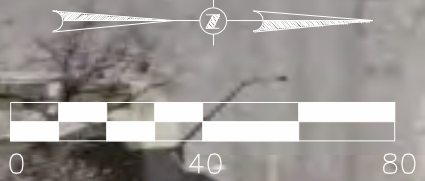
**A2**



NOTES:

1. AERIAL BACKGROUND REPRESENTS SITE CONDITION AS OF SPRING 2007. SITE WAS MODIFIED BY THE CITY OF MILWAUKEE IN FALL 2007.
2. GATE AND SECURITY CONTROLS TO BE COORDINATED BY MARQUETTE UNIVERSITY.
3. SEE SOFTBALL DIAMOND LAYOUTS FOR PLACEMENT OF ADDITIONAL 20' FENCE.

19TH STREET



EXISTING 8'  
SECURITY FENCE

10'

FIELD HOUSE  
TO REMAIN

FIELD HOCKEY  
(300'x180')

NATURAL GRASS  
PLAYING SURFACE

20' FENCE

5'

25'

25'

KILBOURN AVENUE

STATE STREET

18TH STREET

**GR**äEF

PROJECT NUMBER: 20080415.00  
DATE: 2/2/09  
SCALE: 1"=40'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: BTP  
REFERENCE SHEET:

PROJECT TITLE: MARQUETTE UNIVERSITY  
NORRIS PARK REDEVELOPMENT

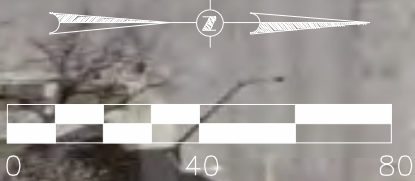
SHEET TITLE: FIELD HOCKEY LAYOUT

I:\Jobs2008\20080415\CAD\Site\dgn\Exhibits\04-16-09\C\_00\_Field Hockey\_Option \_A.dgn

**A3**



- NOTES:
- 1. AERIAL BACKGROUND REPRESENTS SITE CONDITION AS OF SPRING 2007. SITE WAS MODIFIED BY THE CITY OF MILWAUKEE IN FALL 2007.
  - 2. GATE AND SECURITY CONTROLS TO BE COORDINATED BY MARQUETTE UNIVERSITY.
  - 3. SEESOFTBALL DIAMOND LAYOUTS FOR PLACEMENT OF ADDITIONAL 20' FENCE.



PROJECT NUMBER: 20080415.00  
DATE: 2/2/09  
SCALE: 1"=40'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: BTP  
REFERENCE SHEET:

PROJECT TITLE: MARQUETTE UNIVERSITY  
NORRIS PARK REDEVELOPMENT

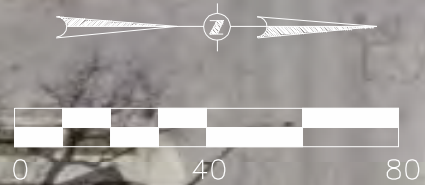
SHEET TITLE: LACROSSE LAYOUT

I:\Jobs2008\20080415\CAD\Site\dgn\Exhibits\04-16-09\C\_00\_La Crosse\_Option \_A.dgn

A4



- NOTES:
1. AERIAL BACKGROUND REPRESENTS SITE CONDITION AS OF SPRING 2007. SITE WAS MODIFIED BY THE CITY OF MILWAUKEE IN THE FALL 2007.
  2. GATE AND SECURITY CONTROLS TO BE COORDINATED BY MARQUETTE UNIVERSITY.



19TH STREET

275'

300'

EXISTING 8'  
SECURITY FENCE

FIELD HOUSE  
TO REMAIN

NATURAL GRASS  
PLAYING SURFACE

15'

230'

197'

20' FENCE

275'

15'

BACKSTOP  
(OPTIONAL)

18TH STREET

STATE STREET

**GR**<sub>AEF</sub>

PROJECT NUMBER: 20080415.00  
DATE: 2/2/09  
SCALE: 1"=40'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: BTP  
REFERENCE SHEET:

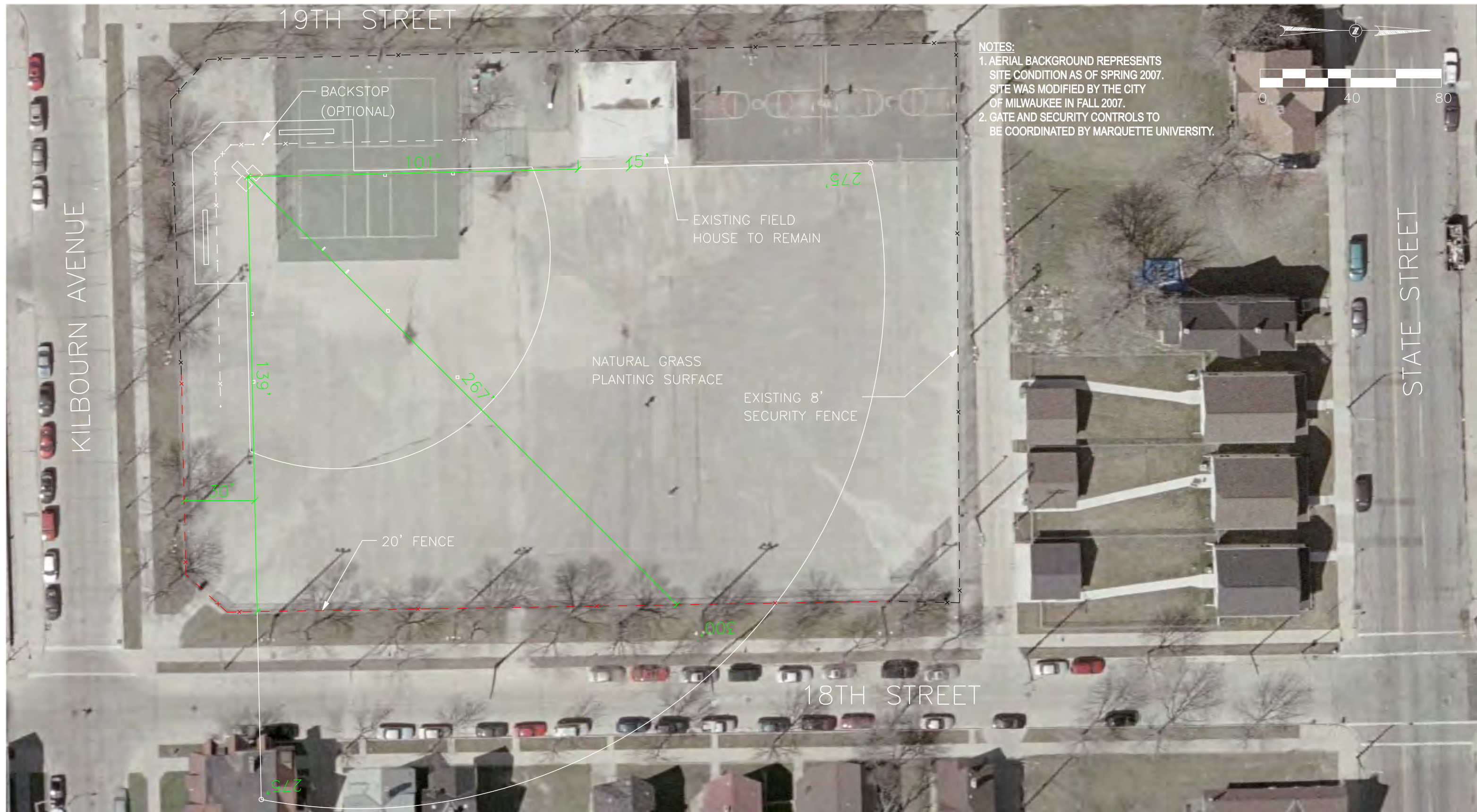
PROJECT TITLE: MARQUETTE UNIVERSITY  
NORRIS PARK REDEVELOPMENT

SHEET TITLE: SOFTBALL DIAMOND "A" LAYOUT

I:\Jobs2008\20080415\CAD\Site\dgn\Exhibits\04-16-09\C\_00\_Softball\_Option 2\_A.dgn

**A5**





## **Conclusions:**

The goal of this report is to assist Marquette University with their evaluation of the redevelopment of Norris Park. In this report GRAEF has provided preliminary information regarding proposed upgrades to the park and sample playing field layouts that can be accommodated in order to increase the number of playing fields available to Marquette's programs. This information will be used by Marquette in obtaining preliminary estimates from contractors to perform the work so that Marquette can make an informed decision on whether to proceed with redevelopment.

Marquette must also consider that the recommended layouts presented in this analysis present challenges and compromises that must be acceptable to them prior to proceeding with the redevelopment. By utilizing the existing facilities and a natural grass playing surface, the recommended plan for redevelopment of the parcel is cost effective. However, the existing facilities will likely need future updates to its mechanical systems and structure to handle Marquette's increasing needs and a natural turf surface will require dedicated maintenance for the life of the field.

Additionally, the presented field layouts contain potential conflict points between people and obstructions as well as reduced safety areas surrounding the playing fields. These limitations cannot be overcome without a significant increase in investment by Marquette to allow for a total site reconfiguration and reconstruction.

In order to have playable surface in August 2010, it is recommended that the design work necessary to implement this project begin as soon as possible. To meet this deadline, construction will need to begin in early spring so that seeding can be completed in the first week of May. It is not recommended by GRAEF that Marquette utilize a natural grass playing surface in fall 2009 or spring 2010. It is necessary to give the grass surface an entire growing season to allow the turf to firmly establish itself. If this is not allowed the field will not be as durable and is likely to sustain more damage than an established surface. Commencing construction in spring 2009 will ensure a playable surface in August 2010 for natural grass.

We appreciate the opportunity to assist Marquette University in their recreational planning and look forward to the prospect of providing additional design services for the redevelopment of Norris Park. Please contact Brent Pitcher at 414-266-9269 with any questions or comments regarding this report.

## **Prepared By:**

Steve Fisco, P.E.

Brent Pitcher, P.E., LEED A.P.

**MARQUETTE UNIVERSITY - NORRIS PLAYGROUND REDEVELOPMENT PROPOSAL**  
***Update to DPW Grant for USDA Forest Service Green Schools Initiative***  
***November 2009***

The USDA Forest Service Urban and Community Forestry *Green Schools* initiative aims to improve the network of green infrastructure in Milwaukee through a targeted increase in tree canopy on MPS playgrounds by planting of trees and turf on school playgrounds, thereby reducing stormwater runoff and helping to create neighborhood “pocket parks” if they are properly planted and well maintained. The *Green Schools* funds cover the cost of trees, field run turf and asphalt removal.

The Near West Side Comprehensive Plan, adopted by the Milwaukee Common Council in March of 2004, recommended as a catalytic project the conversion of Norris Playground to community green space. Specifically, the project “proposes to remove the unattractive existing surface and rehabilitate the parcel into appealing green space. By doing so, the project will optimize the use of this land by converting an underutilized and virtually vacant plot into the highly utilized multi-purpose asset to the community.”

The Near West Side Comprehensive Plan and the conversion of Norris Playground to green space is supported by the Avenues West Association, as well as neighborhood stakeholders who will be the primary users of the green space, particularly Marquette University. Other institutions in the area such as the Milwaukee Rescue Mission’s school and the Milwaukee Center for Independence will also benefit from this effort. All of these institutions serve children, students, young adults, and others who will activate the green space for recreational and educational use.

The *Green Schools* funding provided the City of Milwaukee Department of Public Works (DPW) with the opportunity to remove the asphalt and demonstrate the feasibility of having grass grow and thrive in that area. DPW also made much needed repairs to the existing field-house and installed a drain for stormwater runoff. The site is now cleared for further green development because of the federal funding from USDA. Because of the prior condition of the site, institutional stakeholders were reluctant to invest in improvements to the site until DPW could assure stakeholders of the site’s readiness and development potential.

Due to recent challenges in the local economy, private funding through the Friends of Norris Park for the original design became difficult to secure. The City of Milwaukee sought to bring the institutional stakeholders together to collaborate on the redevelopment of Norris Playground that would fully meet the intent of the *Green Schools* program guidelines as well as the goals of the Near West Side Comprehensive Plan.

In that spirit, as one of the largest stakeholders, Marquette University has agreed to pursue a multi-year lease arrangement with the City of Milwaukee that would further develop



Norris Playground to create a highly utilized “pocket park” to provide much needed recreational fields and green space. In addition to the recreational green space, Marquette University will work with the City of Milwaukee to plant and maintain additional trees at Norris Playground. The Norris Playground tree planting program will be linked to the university’s tree planting program, which recently incorporated a Wisconsin native tree focus. The native tree project is a joint educational and biodiversity effort between the Biological Sciences Department, the Office of the University Architect, and the Students for an Environmentally Active Campus (SEAC).

Marquette University proposes to invest in the following:

- update the existing site with all natural grass turf, including the removal of remaining concrete, with playing fields to accommodate recreational sports such as field hockey, lacrosse, softball, soccer, and other sports;
- maintain the existing field house and restrooms to support patrons (university students, university staff, other children and school-age students, community members);
- ensure the stormwater runoff priority is maintained and/or enhanced with any updates to the site;
- implement a safety program through 1) the installation of lights to maximize use of the site for both daytime and evening activities, 2) the reinforcement of existing fencing, especially to better protect young and school-age children, in addition to college students, who will be regular users of the fields, 3) the installation of security cameras linked to the university’s surveillance program, and 4) the addition of Norris Playground in the university’s security patrol protocol;
- promote the opportunity for the community to readily access and utilize the site through the university’s established procedure for “use of university facilities” by 1) clearly posting the policy and procedures on-site at Norris Playground as well as on the university’s website and related resources, and 2) directly conducting outreach to neighborhood stakeholders, MPS, and other potential users of the site regarding the opportunity to access the site for community use.

The cost to Marquette University is approximately \$400,000 for the capital improvements. In addition, the university will fund the annual operating costs associated with properly staffing and maintaining the site, as well as ensuring that the site is well-programmed and well-protected for use by the neighborhood stakeholders.

The effort to further develop Norris Playground into recreational green space according to the proposed plan by Marquette University for playing fields has the support of the following neighborhood and institutional stakeholders:

- Avenues West Association
  - Avenues West Association is a not-for-profit neighborhood association that advocates for development, revitalization, and safety throughout its 94 square block area. With its partner, Business Improvement District #10, the association leads the way in promoting community stability, land balance and economic development.
- Milwaukee Center for Independence (MCFI)
  - MCFI's School for Early Development and Achievement (SEDA) currently educates children 3 to 6 years old. Its half day K3 program serves only children with a diagnosed disability. SEDA welcomes students with and without special needs, in a full inclusion environment with small class sizes. SEDA offers an individualized educational plan for every child that is tailored to each child's unique needs. Its certified staff includes teachers, therapists and aides. The school offers families support and resources from the day their child is enrolled in the SEDA program, giving them the tools they need to help their child succeed at the highest level possible.
  - MCFI's Adult Day Services includes a comprehensive program entitled, L.I.F.E. (Leisure, Inclusion, Fun & Experience) for adults with physical and cognitive disabilities. L.I.F.E. programs, through a menu of more than 200 different activities, promote personal choice, self-sufficiency, friendships, recreational opportunities and provide a support system for individuals as they move through life's challenges.
- Milwaukee Rescue Mission (MRM)
  - MRM provides shelter, food, education, and training to help the homeless. One of its programs is a shelter for women and children known as Joy House.
  - MRM also operates the CrossTrainers Academy. It offers pre-kindergarten through 5<sup>th</sup> grade classes, and also serves some of the children who are staying in Joy House.
- Marquette University Child Care Center
  - The Marquette University Child Care Center is a non-profit, employer sponsored facility owned and operated by Marquette University since 1989. The center is open to children of students, staff and alumni of Marquette University, ages 6 weeks through 11 years of age. The center serves 100+ children year round and runs summer programs for school age children.
- Local law enforcement including Milwaukee Police Department's Avenues West Police Substation and the Milwaukee County District Attorney's Community Prosecution Unit.



Marquette University believes that its proposed enhancements and programs are consistent with the goals set forth in the original cooperative agreement between the City of Milwaukee and the USDA Forest Service for *Green Schools* “to increase tree canopy and reduce impervious surfaces on Milwaukee Public Schools (MPS) playgrounds.” In fact, the university’s proposal removes 100% of the asphalt compared with the original proposal to remove 90%. The original proposal aimed to have an additional investment of up to \$390,000, whereas the university’s proposal will leverage at least \$400,000 in capital improvements plus annual funds to support the annual operation and maintenance of Norris Playground.

Marquette University is pleased to make at least a 25-year commitment to properly enhance, operate, maintain, patrol, and promote new recreational green space coupled with a tree planting and education program at Norris Playground through a multi-year lease with the City of Milwaukee. Through this proposed partnership between Marquette University and the City of Milwaukee, Norris Playground will serve the community as a “pocket park” that provides a desirable place to play, gather, and spend time, consistent with the intent and scope of the *Green Schools* initiative.

**EMERGING BUSINESS ENTERPRISE  
AGREEMENT**

**(NORRIS PARK REDEVELOPMENT)**

**EMERGING BUSINESS AGREEMENT**  
**(NORRIS PARK REDEVELOPMENT)**

This Emerging Business Enterprise Agreement (“AGREEMENT”) is entered into as of \_\_\_\_\_, 2009, by and between the CITY OF MILWAUKEE (“CITY”), and MARQUETTE UNIVERSITY (“MARQUETTE”).

**WHEREAS**, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with a Lease for the Norris Park property dated as of \_\_\_\_\_, 2009 (the “LEASE”) executed by the parties;

**WHEREAS**, MARQUETTE acknowledges that the CITY has established policies regarding the utilization of EBEs (defined below), which are consistent with Chapter 360 of the Milwaukee Code of Ordinances; and

**WHEREAS**, MARQUETTE acknowledges that CITY’s execution of the LEASE was conditioned upon MARQUETTE, its Affiliates and their agents, agreeing to use best efforts to reach a requirement of 25% EBE participation and 40% Resident Preference Participation in the construction of the Norris Park Redevelopment Project (“PROJECT”)

**NOW, THEREFORE**, the parties agree as follows:

**I. DEFINITIONS**

- A. EMERGING BUSINESS ENTERPRISE (“EBE”) is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the City of Milwaukee Certification Program. **It is important to note that those businesses that were certified under the old name (Disadvantaged Business Enterprise (DBE)) will continue to qualify for the program.** Notwithstanding anything to the contrary contained herein, MARQUETTE may rely on the CITY’s certification that a particular business qualifies as an EBE and all work performed by a business certified by the CITY as an EBE shall qualify as work to be applied toward the 18% of total Project Costs more particularly described below.
- B. EBEP means CITY’s EBE Program.
- C. JOINT VENTURE is an association of two (2) or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

- D. PROJECT means the redevelopment of the Norris Park property as more particularly described on **EXHIBIT A**.
- E. PROJECT COSTS means costs of the PROJECT, but less and excluding all PROJECT COSTS associated with the purchase, lease or right to use any land; permit fees paid to the City of Milwaukee or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; attorney and accounting fees; work within trades for which there is no available EBE participation; other work not contracted through MARQUETTE and over which MARQUETTE does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by MARQUETTE and the CITY's EBEP Office, with such approval not being unreasonably withheld. Prior to the commencement of the PROJECT, MARQUETTE or its representatives and the EBEP Office shall meet and confer to determine the eligible PROJECT COSTS for the PROJECT.

## **II. EMERGING BUSINESS ENTERPRISE PROGRAM**

Commencing as of the date of this AGREEMENT, MARQUETTE shall, in developing and constructing the PROJECT, voluntarily use best efforts to utilize EBEs for 25% of the total PROJECT COSTS deemed eligible pursuant to EBE guidelines.

- A. MARQUETTE from and after the date of this Agreement in conjunction with the PROJECT, shall undertake the following activities:
1. Advertising in general circulation and trade association media, as well as in community newspapers, regarding contracting and subcontracting opportunities. See **EXHIBIT B**.
  2. Providing interested EBEs and the agencies listed in **EXHIBIT C**, with adequate information about PROJECT plans, specifications, and contract/subcontract requirements prior to the contract bidding process.
  3. Obtaining and submitting the Affidavit of Participation Plan, **EXHIBIT D**, to the EBEP Office, upon request. This form should be submitted with contractor's or subcontractor's bids.
  4. Providing written notice to pertinent construction trades and professional services EBEs listed in the current City of Milwaukee Directory, soliciting their services in sufficient time (at least 1 week) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the PROJECT, the current *Official City of Milwaukee EBE Directory* published by the EBEP should be utilized. The directory can be accessed on-line at: [www.milwaukee.gov/ebe](http://www.milwaukee.gov/ebe).

Following-up with EBEs which show an interest in the PROJECT during the initial solicitation process and maintaining documentation of any contact with such EBE.

5. Selecting trade and professional service areas for EBE awards in which the greatest number of EBEs exist to perform the work, and where appropriate, breaking down contracts or subcontracts into smaller, economically feasible units to facilitate EBE participation.
  6. Negotiating in “good faith” with interested EBEs, not rejecting EBE bids as unqualified or too high without sound reasons based on a thorough review of the bid submitted and maintain documentation to support the rejection of any EBE bid. Bids that are not cost effective, and/or which are not timely or consistent with the PROJECT schedule will be considered “rejectable” bids by the EBEP Office.
  7. Using commercially reasonable efforts to utilize the services offered by public or private agencies and other organizations in identifying EBEs available to perform work.
  8. Including in PROJECT bid documents and advertisements an explanation of PROJECT goals for EBE participation.
  9. As necessary and whenever possible, using commercially reasonable efforts to facilitate the following:
    - a) Joint ventures, limited partnerships or other business relationships intended to increase EBE areas of expertise, bonding capacity, credit limits, etc.
    - b) Training relationships
    - c) Mentor/protégé agreements
- B. If MARQUETTE completes the aforementioned activities for any portion of the PROJECT, it shall be deemed that MARQUETTE has acted in “good faith” and used best efforts to achieve its voluntary goal with respect to such portion.
- C. If at any point during the term of this Agreement, MARQUETTE meets or exceeds the 25% EBE goals in conjunction with any portion of the PROJECT, whether commenced before or after the date hereof, it shall be deemed that MARQUETTE has achieved or exceeded the EBE goal with respect to such portion, for the purposes of fulfilling the terms of this Agreement. The parties acknowledge that fulfillment of the EBE goal for the PROJECT shall be determined on an aggregate basis for all portions of the PROJECT, whether commenced before or after the date hereof. Accordingly, to the extent that MARQUETTE exceeds the EBE goal for any portion of the PROJECT, the EBEP Office shall consider and reflect

such excess in analyzing fulfillment of the EBE goal for other portions of the PROJECT.

- D. Contract or subcontract amounts awarded to EBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 25% EBE participation goal.

### **III. REPORTING**

MARQUETTE agrees to report to the City's EBEP Office on MARQUETTE's utilization of EBEs in its contracting activities for the Project, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the Project's EBE participation, the CITY requires, and MARQUETTE agrees to take the following steps:

- A. Provide a list of all categories of PROJECT work for each phase or portion of the PROJECT, with budget allowances, for which bids will be solicited and highlight those categories, based upon MARQUETTE's knowledge and experience, which are conducive to EBE participation.
- B. Provide the City's EBEP Office with documentation supporting efforts extended to solicit bids from EBEs. Upon request, MARQUETTE shall make information related to EBE bids available to the City's EBEP Office.
- C. Submit an EBE Monthly Report to EBEP on or before the 20th of each month, or a quarterly report with the approval of the EBEP Office, on the form attached as EXHIBIT E.

### **IV. RESIDENT PREFERENCE PROGRAM.**

Commencing as of the effective date of this AGREEMENT, MARQUETTE shall, in developing and constructing the PROJECT, use best efforts to utilize RPP certified employees for no less than 40% of the total hours expended on "Construction," as defined in sec. 309.41 of the Milwaukee Code of Ordinances, included in Project Costs but less and excluding all non-Construction project Costs. Prior to the commencement of the PROJECT, MARQUETTE or its representatives and the EBEP Office shall meet and confer to determine the eligible Project Costs for the PROJECT.

MARQUETTE shall file the reports attached as EXHIBIT F to evidence compliance with RPP requirements with CITY's EBEP Office.

### **V. SANCTIONS**

This is a voluntary agreement and as a result thereof is not subject to and the CITY shall not enforce against MARQUETTE or any of its affiliates or any of their agents, any of the sanctions or penalties set forth in Chapter 360 or exercise any other rights or remedies that may be available at law or in equity, except in the event of intentional fraud or misrepresentation by MARQUETTE.

**IN WITNESS WHEREOF**, the parties have executed this EBE AGREEMENT as of \_\_\_\_\_, 2009.

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Tom Barrett, Mayor

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

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

**MARQUETTE UNIVERSITY**

By: \_\_\_\_\_  
Rev. Robert Wild, S.J.  
President

1050-2009-1404:150356

**EXHIBIT A**

**PROJECT DESCRIPTION**

(The PROJECT is described on EXHIBIT “B” to the LEASE.)



## **EXHIBIT B**

Conquistador  
3206 West National Avenue  
Milwaukee, WI 53215  
Telephone 414.383.1000  
Fax 414.383.8885  
(Published weekly)

Daily Reporter  
225 East Michigan Street  
Milwaukee, WI 53202  
Telephone 414.276.0273  
Fax 414.276.4416  
(Published weekly)

Milwaukee Community Journal, Inc.  
3612 N. Dr. Martin Luther King Jr. Drive  
Milwaukee, WI 53212  
Telephone 414.265.5300  
Fax 414.265.1536  
(Published twice weekly)

The Milwaukee Courier  
2431 West Hopkins Street  
Milwaukee, WI 53206  
Telephone 414.449.4860  
Fax 414.449.4872  
(Published weekly)

Milwaukee Times  
1938 N. Dr. Martin Luther King, Jr. Drive  
Milwaukee, WI 53212  
Telephone 414.263.5088  
Fax 414.263.4445  
(Published weekly)

## **EXHIBIT C**

African American Chamber of Commerce  
6203 West Capitol Drive  
Milwaukee, WI 53216  
Phone: 414.462.9450

Hispanic Chamber of Commerce  
816 West National Avenue  
Milwaukee, WI 53204  
Phone: 414.643.6963

American Indian Chamber of Commerce  
10809 West Lincoln Avenue  
West Allis, WI 53227  
Phone: 414.604.2044

National Association of Minority  
Contractors  
3100 West Concordia Avenue  
Milwaukee, WI 53216  
Phone: 414.449.0837

Hmong Wisconsin Chamber of Commerce  
3616 W. National Avenue, Suite 99  
Milwaukee, WI 53215  
Phone: 414.645-8828

**EXHIBIT D**  
**AFFIDAVIT OF PARTICIPATION PLAN**

Professional Service Provider/Contractor \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

The bidder's minimum EBE commitment is \_\_\_\_\_% of their base contract.

<b>Consultants, Subcontractor or Supplier</b>	<b>Address</b>	<b>EBE Certified</b>	<b>Type of Work</b>	<b>Contract Value</b>	<b>% of Total Contract</b>

I certify that the firm(s) identified the service and quoted the cost. If awarded this contract, our firm \_\_\_\_\_ intends to enter into subcontract agreements with the firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under application Local, State or Federal laws.

Signature: \_\_\_\_\_

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

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

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

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_ SEAL

Signature of Notary Public

# **EXHIBIT E** **City of Milwaukee EBE Monthly Report**

Project Name:  
 Project Address:  
 Contractor Name:  
 Contractor Address:  
 Phone Number:  
 Project Start Date:

City Contractor Number:  
 Total Project Budget:  
 Construction Budget:  
 Land Acquisition Amt:  
 Construction Draw YTD:  
 Project End Date:  
 EBE Goal: **25%**     **or**

\*\*\*\*\*  
 \*\*\*\*\*

List all Emerging Business Enterprises utilized in connection with the above Project, either as subcontractors or suppliers.

NAME OF EBE FIRM	EBE	SERVICE PERFORMED OR MATERIALS SUPPLIED	SUBCONTRACT AWARD AMOUNT	AMOUNT PAID TO DATE
<b>TOTAL EBE PARTICIPATION</b>			\$ -	\$
<b>EBE PARTICIPATION, AS PERCENT OF TOTAL CONTRACT VALUE AND PAID TO DATE</b>				

If the EBE participation does not equal proposed goal amounts, state what actions will taken to achieve prior to end of the project.

Information is to  
 be completed by  
 EBEP Analyst:  
 For Statistical  
 Purposes Only

AA-African                      for EBEP Use Only

Signed: \_\_\_\_\_

American

Submitted By:

ASPA-Asian

Pacific American

A-Native

Received

By:

Title:

American Indian

Date

Received:

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

H-Hispanic

\_\_\_\_\_

## EXHIBIT “F”

### Norris Park Redevelopment Project Construction RPP Hours Calculation

Total Construction Hours Worked	
Multiplied by 40%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	



## MARQUETTE UNIVERSITY

Re: Financial Responsibility for claims of Legal Liability

Your request for a certificate of insurance was forwarded to this office. Marquette University is a sizeable organization which must incorporate risk retention and substantial deductibles in a professional risk management and risk finance program to handle the varied and numerous activities of a major University. Marquette University is required to be financially responsible for claims of legal liability that may arise from our activities and/or faculty/employees acting as our agents. This letter is accepted by organizations, schools and governments throughout the country as explanation of our financial ability to fund and handle and pay claims and judgments in lieu of an insurance certificate.

Marquette University is a not-for-profit, Wisconsin Corporation and independent institution of higher learning established in 1881 and conducted under the auspices of the Society of Jesus, with significant financial revenues and assets. As a Wisconsin employer, Marquette is subject to the Wisconsin Workers Compensation Act and provides for benefits under the Act for all of its employees, including faculty, administrators, coaches and student workers. Our liability program and claims management system is designed to fund for claims arising from University activities including academic and athletic programs and related research activities or sponsored affiliations. Marquette reserves its right to self-insure lines of coverage as permitted by applicable laws and finance its legal liabilities in accordance with FASB Standards.

Marquette's risk finance program includes both self-insured and insured exposures. Liability policies contain the levels of self-retention and deductibles in the primary layers that smaller firms may need to insure for the limits usually requested in certificate requests. Marquette University is of a size where we do not need to depend upon first dollar insurance coverage to prove we have the financial resources to meet legal liability claims. In certain situations we back up our financial assets with excess coverage placed with qualified, high rated insurers as part of a professional risk management program. The risk finance program covers total liability exposures well in excess of \$1,000,000/\$2,000,000 limits. We cannot easily abandon our over \$1.5 Billion in property assets to avoid a legal claim or suit and our ability to internally finance and manage claims does not change nor can be cancelled as in the case of those depending on insurance policies as their main or only source for funding of loss. Marquette University has adequate resources to fund limits that may fall under deductibles or self-retained or self-insured programs. We cannot easily go bankrupt or leave town to avoid a legal claim or suit.

All Marquette units and activities are included in the risk management program as part of the larger Marquette University legal entity.

We have ceased routinely forwarding certificates of insurance as they leave a false impression on how primary limits are financed and incorrectly conveys our financial responsibility would stop on some future expiration date. They also create an administrative burden; i.e., evidencing the same primary limits, which usually does not disclose self-insured retention layers, to hundreds of vendors, or for short term affiliation agreements etc. We find that numerous certificates often are requested by the same organization to different Marquette departments/disciplines who may work with the same entity.

Please be assured that any legal exposure, legal liability and contractual indemnification shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Workers Compensation laws or other liability insurance policy conditions. Any claim for injury or damages should be sent to this office for handling by our adjusters.

Hopefully this explanation, our size and longevity of operations since 1881 provides the security you expect from a certificate of insurance, especially in the current environment when many insurers' assets are compromised and less than our own. Please communicate this letter to your corporate insurance/risk management representative and have them call me at 414-288-1552 if there are any questions.

Sincerely,

Charyl J. Burke MS CPCU ARM  
Director of Risk Management

PW FILE NUMBER: 091168

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091172**

**File ID:** 091172

**Type:** Resolution

**Status:** In Committee

**Version:** 0

**Reference:**

**Controlling Body:** PUBLIC WORKS  
COMMITTEE

**Requester:** DEPARTMENT OF  
CITY DEVELOPMENT

**Cost:**

**File Created:** 12/22/2009

**File Name:**

**Final Action:**

**Title:** Resolution approving a lease with the Milwaukee Brotherhood of Firefighters, Inc. for the former Granville Senior Center at 7717 West Good Hope Road, in the 9th Aldermanic District.

### Notes:

### Code Sections:

**Indexes:** AGREEMENTS, CITY PROPERTY, FIRE  
DEPARTMENT, LEASES

**Sponsors:** Ald. Puente

**Attachments:** Fiscal Note, Lease Report, Draft Lease, Fiscal  
Analysis, Hearing Notice List

**Drafter:** mfh

**Contact:**

**Agenda Date:**

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	12/22/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	<b>Action Text:</b> This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	12/23/2009	HEARING NOTICES SENT		01/06/2010		
0	PUBLIC WORKS COMMITTEE	01/06/2010					

## Text of Legislative File 091172

..Number  
091172  
..Version  
ORIGINAL  
..Reference

..Sponsor  
ALD. PUENTE  
..Title



Resolution approving a lease with the Milwaukee Brotherhood of Firefighters, Inc. for the former Granville Senior Center at 7717 West Good Hope Road, in the 9th Aldermanic District.

..Analysis

This resolution authorizes a lease of City-owned property according to conditions outlined in a Lease Report.

..Body

Whereas, The Granville Senior Center ceased operations in December 2008 when Milwaukee County terminated its lease with the City of Milwaukee ("City"); and

Whereas, Prior to marketing the property, the Milwaukee Brotherhood of Firefighters, Inc. ("MBF") submitted an unsolicited proposal to lease the facility for community safety and fire educational initiatives; and

Whereas, MBF's will provide critical education programs to complement efforts of the Milwaukee Fire Department and will activate the area of North 76th Street and West Good Hope Road that was identified as a catalytic project area in the Northwest Side Area Comprehensive Plan; and

Whereas, MBF has offered to lease the property and assume responsibility for property maintenance for a one-year term with an option for an annual renewal as summarized in a Lease Report, a copy of which is attached to this Common Council File; and

Whereas, The City Attorney has negotiated a lease with MBF, a copy of which is attached to this Common Council File; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the lease with MBF for the property at 7717 West Good Hope Road is approved; and, be it

Further Resolved, That the Commissioner of Public Works("DPW"), or designee, is authorized to execute the lease with MBF and any other documents necessary upon approval of the lease by the Common Council; and, be it

Further Resolved, That the City Attorney's office, in cooperation with the Commissioner of DCD, is authorized to make such further minor modifications to said lease that are consistent with the intent and purpose of this resolution and which are mutually acceptable to the City Attorney and the Commissioner of DCD.

..Drafter

DCD:MFH:mfh

12/22/09/B

1/5/10 Technical Correction. TJM.

***LEGISLATIVE REFERENCE BUREAU FISCAL ANALYSIS***

**PUBLIC WORKS COMMITTEE**

**JANUARY 6, 2010**

**Item 7, File #091172**

File Number 091172 is a resolution approving a lease between the City of Milwaukee and the Milwaukee Brotherhood of Firefighters, Inc., for the City-owned former Granville Senior Center at 7717 West Good Hope Road.

**Background**

1. The City-owned former Granville Town Hall building, 7717 West Good Hope Road, was leased to Milwaukee County for use as a senior center from 1983 through 2008. This property consists of approximately 2 acres of land, a 12,000-square-foot single-story building and a surface parking lot. This property is currently surplus to City needs.
2. The Milwaukee Brotherhood of Firefighters, Inc. ("MBF"), is a fraternal organization of black firefighters founded in 1970 and affiliated with the North Central Region of the International Association of Black Professional Fire Fighters. MBF desires to lease the former Granville Senior Center for use as an office and for hosting various the association's various educational programs and fundraising events.
3. The City Attorney's Office has negotiated a lease with MBF, a copy of which is attached to this Common Council file.

**Discussion**

1. This resolution approves a lease of the City-owned former Granville Town Hall (a/k/a Granville Senior Center) property to the Milwaukee Brotherhood of Firefighters, Inc. It also authorizes the Commissioner of Public Works or the Commissioner's designee to execute the lease on behalf of the City.
2. The lease is for a term of one year, with a one-dollar annual rental payment by MBF to the City. However, the lease shall be extended for additional successive terms of one year each upon expiration of the initial one-year term (or subsequent renewal term), provided neither party provides the other party with notice of nonrenewal of the lease at least 30 days before expiration of any such one-year term.
3. In the event the City negotiates a contract for sale of the property, the City may, upon 30 days notice to MBF, terminate the lease agreement.
4. Under the lease agreement, MBF bears full responsibility for all maintenance and repairs to the property throughout the term of the lease. MBF shall also be responsible for ensuring that the property is compliant with the City's Building Code and all other applicable statutes, laws and ordinances.

5. The lease agreement also specifies the insurance coverage MBF is required to secure and maintain throughout the term of the lease, as well as language to indemnify the City and hold it harmless from and against any and all liability, charges, claims and causes of action by 3<sup>rd</sup> parties or the MBF or its agents, employees or clients resulting from or in any way connected with the lease.

**Fiscal Impact**

Since the annual rental payment required by the lease document is only one dollar, adoption of this resolution will have a negligible fiscal impact on the City.

Prepared by: Jeff Osterman, X2262  
LRB-Research & Analysis Section  
January 5, 2010

cc: Rocky Marcoux  
Grant Langley  
Matt Haessly  
Kevin Sullivan  
Marianne Walsh

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 22, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution approving a lease with the Milwaukee Brotherhood of Firefighters, Inc. for the former Granville Senior Center at 7717 West Good Hope Road, in the 9th Aldermanic District.

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

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

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

☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)

☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)

☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)

☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Lease	General Fund		\$1.00/year	
TOTALS					

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**LEASE REPORT**  
**7717 WEST GOOD HOPE ROAD**  
**COMMON COUNCIL OF THE CITY OF MILWAUKEE**

**DATE**  
December 22, 2009

**RESPONSIBLE STAFF**  
Matthew Haessly, Real Estate Section (286-5736)

**PROPERTY HISTORY AND LOCATION**

The Northwest Side Senior Center occupied the site from 1983 through early 2009 until Milwaukee County discontinued funding the program. The land area is approximately 2-acres and has a one-story building having about 12,000SF along with a surface parking lot. The property is located near the southwest corner of North 76<sup>th</sup> Street and West Good Hope Road.



**7717 W. Good Hope Road**

**LESSEE**

The Milwaukee Brotherhood of Firefighters (MBF) was founded in 1970. Mr. Dwayne Smoot is the President of MBF. The building will primarily be used as the office for MBF and for hosting educational programs and fund raising events for the association. MBF also provides a variety community safety and fire education programs to the community. MBF also recruits and promotes the retention of minority fire fighters. The organization is funded primarily from its 45 dues paying members, various grant programs and public support.

**LEASE TERMS AND CONDITIONS**

The lease term will be \$1.00 per year with the opportunity for annual renewals. MBF will be solely responsible for all maintenance, operating and improvement costs. MBF will also provide annual evidence of insurance.

**FUTURE ACTIONS**

Upon approval of the final plans and evidence of financing, the Commissioner of Public of Works, or designee, will execute the Lease on behalf of the City in accordance with the terms and conditions expressed herein and contained in the resolution adopted by the Common Council.

## LEASE AGREEMENT

This Indenture made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Milwaukee, a municipal corporation of the State of Wisconsin, as Lessor (hereinafter also referred to as "City") and Milwaukee Brotherhood of Firefighters Incorporated, a Wisconsin nonstock corporation, as Lessee (hereinafter also referred to as "Lessee").

Witnesseth, That the City of Milwaukee does hereby lease, demise and let unto the Lessee the following described premises situated in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which are generally known as the Former Granville Town Hall Building at 7717 West Good Hope Road (the "Premises"); more particularly described as:

That part of the Northeast ¼ of Section 21, Township 8 North, Range 21 East which is bounded and described as follows: Commencing at a point in the north line of said ¼ Section, 270.00 feet West of the northeast corner of said ¼ Section; thence South 1°28'28" West and parallel with said East line of said ¼ Section to a point in the south line of West Good Hope Road, said point being 80.00 feet South of, as measured normal to, said north line and being the point of beginning of the land to be described; continuing thence South 1°28'28" West and parallel with said East line, 124.00 feet to a point; thence West and parallel with said north line, 200.50 feet to a point; thence South 1°28'28" West and parallel with said east line, 9.00 feet to a point; thence West and parallel with said north line, 67.50 feet to a point; thence North 1°28'28" East and parallel with said east line, 133.00 feet to a point in the south line of West Good Hope Road; thence East along the south line of West Good Hope Road, 268.00 feet to the point of beginning.

1. The City has adopted Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ approving this Lease and authorizing execution of same by the Commissioner of Public Works.

2. The City has performed work to prepare the Premises for occupancy as described on the attached Exhibit A (the "Work"). Lessee has inspected the Work and hereby acknowledges completion of the Work in a satisfactory and workmanlike manner. Lessee accepts, as Lessee, the Premises and facility in its current condition and on an "as is" basis and without representation or warranty of any type or nature by the City, to provide for the operation, maintenance and corresponding adequate funds with respect to the Premises and facility for the term of this Lease and in accordance with the terms and conditions of this Lease Agreement as specified hereinafter; and to provide for adequate levels of operations and corresponding funds with respect to the necessary programs and activities which are required to maintain and operate the Premises and facility as a location to hold, organize and facilitate community safety and fire education initiatives.

3. To hold for the term of one (1) year; the lease period under this Lease Agreement to commence on the date hereof; the lease period ending on the last day of the month during which the term of one (1) year was completed; and Lessee yielding and paying to the City as Lessor rent at the annual rate of One Dollar (\$1), payable in advance within thirty (30) days of commencement, and other good and valuable consideration as set forth herein; said rent shall be payable at the Office of the City Treasurer or such other place as the City may designate in writing. Notwithstanding the

foregoing, if at any time during the lease period, the Premises, or any part thereof, shall become the subject of a fully-executed contract for sale, then the City may, upon thirty days notice to Lessee, terminate this Lease Agreement.

The term of this Lease Agreement shall be extended for successive periods of one year each upon the expiration of the initial one year term or any renewal term unless, no later than 30 days prior to the expiration of any such one year term, either party provides the other party with written notice of nonrenewal of this Lease Agreement ("Nonrenewal"). In the event of a Nonrenewal, this Lease Agreement shall terminate upon the expiration of the then-current one year term of this Lease.

4. If, during the term of this Lease Agreement, the subject facility on the Premises is so damaged by fire or other casualty, not occurring through negligence or other fault, that it be rendered wholly unfit for occupancy and Premises cannot be repaired within ninety (90) days of such damage, then this Lease Agreement shall cease and terminate from the date of such damage.

5. Lessee accepts the Premises and facility as Lessee and the entire responsibility for all maintenance and repairs, minor, major, structural or of any other nature whatsoever shall belong to the Lessee. Lessee has the responsibility at its expense for insuring that the leased Premises are at all times during the term of this Lease Agreement in compliance with the Building Code of the City of Milwaukee and any other applicable statutes, laws and ordinances. In no event shall the City be obligated to perform any maintenance or repairs whatsoever or to expend any funds in any manner. Any major repairs undertaken by the Lessee shall be performed under the supervision and direction of the City and payment therefor shall be made only after written approval by the City. For the purposes of this Paragraph 5 as well as the Paragraphs 6, 7 and 9 hereinafter, City shall be deemed to be the Commissioner of Public Works of the City of Milwaukee or his agent.

6. The City shall have the right to enter the Premises and facility at all reasonable times during the lease term to inspect, make repairs or for any other reasonable purpose. If any repairs are needed, in the sole judgment of the City, and the Lessee refuses or neglects to complete said repairs within thirty (30) days of written notice to do so from the City, then the City shall have the right to perform such repair work as is necessary and charge the Lessee therefor. Any such charges shall be payable immediately upon receipt of the City's billing by the Lessee. Failure to make such payment shall be considered a material breach of this Lease Agreement and shall be cause for immediate termination of this Agreement.

7. The Lessee shall not make any alterations, additions or improvements to the Premises without the City's prior written consent.

8. The Lessee shall, at the expiration of this Lease Agreement, return the Premises to the City in substantially the same condition in which the Lessee received them, ordinary wear and tear excepted, except as hereinafter provided.

9. The Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the City.



10. The Lessee agrees to indemnify the City and its officials, employees, and/or agents for all loss or damages and to save harmless the City and its officials, employees and/or agents from any and all liability, charges, claims and causes of actions by third persons and parties including but not limited to agents, representatives, members and employees of the Lessee based upon or arising out of damages, losses, expenses, charges, costs, injuries or illness including death at any time thereof, sustained or incurred by any such person or persons resulting from or in any way directly or indirectly connected with this Lease Agreement

11. Said Premises and facility shall be used by the Lessee exclusively for the purposes referenced in Paragraph 2 hereinbefore, with its corresponding programs and necessary activities. Nothing in this Lease Agreement shall in any manner authorize or permit the conduct of any religious activity of any kind upon the leased Premises, nor shall any part of the Premises be used for housing or purely social events. Said Premises shall also not be used for any illegal or immoral purposes. Any such conduct and use shall constitute a material breach of this Lease Agreement.

12. Should the City be compelled to commence an action in any court to enforce the terms and conditions of this Lease Agreement, the Lessee shall pay all costs in connection therewith. Failure on the part of the City to take action against the Lessee by reason of any particular breach of the provisions of this Lease Agreement on the part of the Lessee shall not be deemed a waiver of any subsequent breach on the part of the County or Sublessee(s) of any provision of this Agreement.

13. Any additions, improvements and alterations installed by the Lessee, except only movable furniture and other movable possessions of the Lessee, shall become the property of the City upon termination of this Lease Agreement.

14. The Lessee shall contract or cause to be contracted for any and all utilities and services and shall be solely responsible for payment of all such charges. In no event will the City be obligated to make any payment of any charge whatsoever. This paragraph specifically covers but is not limited to gas, electricity, oil, fuel of any kind, telephone, security, snow plowing, cleaning, water and sewer charges and any other taxes or public charges whatsoever.

15. The Lessee shall be responsible that nothing is done in the Premises or anything is brought or kept therein which will in any way increase or tend to increase the risk of fire or which shall conflict with the regulations of the Fire Department of the City of Milwaukee or the fire law in force, or which shall in any way conflict with any law, ordinance, rule or regulation.

16. The Lessee shall hold the City harmless for any loss or damage which the Lessee, its agents, employees or clients may sustain by reason of any disturbance of normal subject facility operations and activities therein and on the Premises, civil commotion or act of God affecting the City or the Premises.

17. The Lessee shall be responsible for securing and maintaining throughout the duration of this Lease Agreement insurance of such types and in such amounts as may be necessary to protect the Lessee as well as the interest of the City against all hazards or risk of loss. The form and limits of such insurance shall be as set forth in the Exhibit B attached to this Lease. The City of Milwaukee

shall be named as an additional insured and shall be given sixty (60) days prior notice of cancellation, nonrenewal or material change.

The Lessee shall be accountable for any damages to persons or property resulting from the subject facility and program operations on the subject Premises and for the protection of all persons, including members of the public, employees of the City, and all public and private property including structure and utilities above and below ground. Lessee shall furnish and maintain all necessary safety equipment to provide adequate protection of persons and property.

The Lessee hereby waives its right to recover any amount paid by insurance or otherwise for damages to the subject Premises and building. However, if the Lessee is obligated to continue this tenancy, or if it elects to continue this tenancy with the consent of the City and if the Lessee agrees to completely restore said Premises to their condition immediately preceding this damage, then in that event the City agrees to apply the proceeds of any insurance payment or other recovered funds toward the actual cost of repair and restoration, up to the full amount of such proceeds. Should actual repair and restoration costs exceed insurance proceeds or other recovered funds, then the Lessee shall be responsible for all such excess costs and hereby expressly agrees to pay same. The City agrees to provide a waiver of subrogation from the insurance carrier to the Lessee, if required, with respect to the Fire and Extended Coverage and Vandalism and Malicious Mischief.

18. If any lien, attachment or execution shall issue against the Lessee and not be fully paid, satisfied or released within thirty (30) days, or if the Premises are vacated, deserted or closed, the City shall have the immediate right of possession and the Lessee shall immediately vacate the Premises.

19. Upon the occurrence of any breach or default under this Lease Agreement by Lessee or in connection with the Leased Premises, the City at its option, may, immediately and without notice, terminate this Lease Agreement.

20. This Lease Agreement and the execution thereof are authorized by resolution of the Common Council of the City of Milwaukee as cited hereinbefore in Paragraph 1 and the provisions of said resolution shall be deemed an integral part of this Lease Agreement as though expressly set forth herein.

21. This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed between the parties as an amendatory agreement.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals unto this Agreement effective on the day first written above.

**CITY OF MILWAUKEE (Lessor)**

---

Commissioner of Public Works

This \_\_\_\_ day of \_\_\_\_\_, 2009

**Countersigned:**

\_\_\_\_\_  
Comptroller

This \_\_\_\_ day of \_\_\_\_\_, 2009

**MILWAUKEE BROTHERHOOD OF  
FIREFIGHTERS INCORPORATED**

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

Approved as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Kevin P. Sullivan  
Assistant City Attorney

1046-2008-2793:151401

## **EXHIBIT A**

### **Work performed on the Premises**

The City has recently performed the following Work on the Premises, the approximate value of which appears in a parenthetical immediate after each description of Work:

Pest control and management (\$3,500)

HVAC labor (\$800)

Carpentry on and about east door (\$2,000)

## EXHIBIT B

### CITY OF MILWAUKEE Insurance Requirements - Right of Entry

Insurance certificates must be sent for inspection and approval prior to commencement of the project to: Elaine Miller, Manager of Real Estate Services, City of Milwaukee, 809 North Broadway, Milwaukee, WI 53202-3617 or by facsimile to (414) 286-0395.

#### TYPE OF INSURANCE

#### LIMITS

##### Workers' Compensation

Statutory limits

##### Employers Liability

Bodily Injury by Accident  
Bodily Injury by Disease

Each Accident \$100,000  
Each Employee \$100,000  
Policy Limit \$500,000

##### Public Liability

A Comprehensive General or Commercial General  
Insuring Agreement that provides:

##### \*Occurrence Coverage\*

Premises/Operations Protection  
Products Completed Operations Protection  
Independent Contractors (owners, contractors  
protective coverage)  
Contractual Liability for Risks Assumed to  
this agreement

**NOTE:** If claims made coverage is provided, the  
policy must be amended so all protected occurrences  
are covered regardless of when the claim is made.

Bodily Injury/Property Damage

Each occurrence \$1,000,000  
General occurrence \$1,000,000  
Products/completed  
operation aggregate \$2,000,000

##### Automobile

Business Auto Policy that provides:

Liability coverage for all owned, non-owned  
and hired vehicles  
Sudden and Accidental Pollution Coverage  
Provide MCS-90 Endorsement when applicable  
in accordance with the Motor Carrier Act of 1980

**THE CITY OF MILWAUKEE MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE  
POLICY.**

### Indemnification

To the fullest extent permitted by law, contractor agrees to defend, indemnify, and hold harmless the City of Milwaukee, its officers, agents and employees from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever which may come against the City on account of injury or death of any person or persons or damage to any property occurring directly or indirectly from the performance or lack of performance or work hereunder, or negligence or carelessness, by contractor or its employees, agents or servants, including, without limitation, claims related to hazardous substances or environmental liability. The term "hazardous substance" shall include all substances identified as hazardous by Federal, State, County or Municipal Law, Statute, Ordinance, Order or Regulation related to the protection of the environment (including, without limitation, any regulations promulgated by the Federal Environmental Protection Agency or the Wisconsin Department of Natural Resources). The indemnifications contained herein shall survive the completion of the work.

PW FILE NUMBER: 091172

[illegible]



## Legislation Details (With Text)

---

**File #:** 091169      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing an easement with Wisconsin Bell, Inc., on the City-owned property at 3022 West Howard Avenue, in the 11th Aldermanic District.

**Sponsors:** ALD. DUDZIK

**Indexes:** COMMUNICATIONS SYSTEMS, EASEMENTS, UTILITIES, WISCONSIN BELL

**Attachments:** Fiscal Note.pdf, Easement.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



**Number**

091169

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. DUDZIK

**Title**

Resolution authorizing an easement with Wisconsin Bell, Inc., on the City-owned property at 3022 West Howard Avenue, in the 11th Aldermanic District.

**Analysis**

This resolution authorizes an easement for the installation of utility facilities on City-owned property.

**Body**

Whereas, Wisconsin Bell, Inc., doing business as AT&T Wisconsin, provides telecommunication services to the City of Milwaukee ("City") through facilities on the City-owned property at 3022 West Howard Avenue; and

Whereas, Wisconsin Bell, Inc., has requested a ten-foot by twenty-foot permanent easement at the Southwest corner of the subject property to install, maintain and upgrade its current facilities under the conditions outlined in the AT&T-Wisconsin General Easement, a copy of which is attached to this Common Council File; and

Whereas, Wisconsin Bell, Inc., has offered the City \$3,000 as consideration for the easement, which represents fair compensation given the low impact on the property and its lack of development potential; and

Whereas, The Department of City Development and the Department of Public Works have reviewed the easement and recommend approval; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that said easement with Wisconsin Bell, Inc., at 3022 West Howard Avenue is approved and that the proper City officials are authorized to execute the easement; and, be it

Further Resolved, That the easement proceeds, less a 30 percent fee to the Redevelopment Authority of the City of Milwaukee, shall be credited to the General Fund.

**Drafter**

DCD/Real Estate

YSL:ysl

12/22/09/A

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 22, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing an easement with Wisconsin Bell, Inc., on the City-owned property at 3022 West Howard Avenue, in the 11th Aldermanic District.

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

C) CHECK ONE: ☐ ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES

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

☐ NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: ☐ DEPARTMENT ACCOUNT(DA) ☐ CONTINGENT FUND (CF)

☐ CAPITAL PROJECTS FUND (CPF) ☐ SPECIAL PURPOSE ACCOUNTS (SPA)

☐ PERM. IMPROVEMENT FUNDS (PIF) ☐ GRANT & AID ACCOUNTS (G & AA)

☐ OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Permanent Easement	0001-987999		\$3,000 (less 30% fee to RACM)	
TOTALS				\$3,000	

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

AT&T - WISCONSIN GENERAL EASEMENT

DOCUMENT NUMBER

UT#                      Ease #                      R/W

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

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

PARCEL NUMBER:

Access to Property and use of the Easement Area shall be from 3022 West Howard Avenue. Any property improvements altered, damaged or destroyed in the use of the Easement Area or in accessing the Property shall be restored to their original condition at Grantees sole expense.

The Property is legally described as:

Drainage Parcel, in Block 2, in FONS & CO.'S Subdivision NO. 23 being a part of the Southeast 1/4 of Section 13, Town 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Sate of Wisconsin.

Property Address: 3022 West Howard Avenue, Milwaukee, WI

The Easement Area is legally described as:

An area Ten (10) feet wide by Twenty (20) feet long as described and illustrated on attached Exhibit "A" incorporated into and made part hereof by reference.

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

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

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

Grantor shall not be held liable for any damage to Grantee's facilities or easement resulting from water damage or flooding associated with the adjacent drainage ditch.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

The Grantee hereby agrees to indemnify and save harmless the Grantor from all claims and demands for loss or damage to the person or property or others, arising out of the installation, maintenance or removal of the structures of the Grantee on the land described.

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

GRANTOR: City of Milwaukee

By: Tom Barrett Mayor

By: \_\_\_\_\_ City Clerk

By: \_\_\_\_\_ City Comptroller

State of Wisconsin )  
County of Milwaukee )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, Tom Barrett, Mayor of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by it authority and pursuant to resolution file No. 080935 adopted by its common council on December 12, 2008.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires \_\_\_\_\_

State of Wisconsin )  
County of Milwaukee )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, \_\_\_\_\_ City Clerk of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Clerk of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by it authority and pursuant to resolution file No. 080935 adopted by its common council on December 12, 2008.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires \_\_\_\_\_

State of Wisconsin )  
County of Milwaukee )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, \_\_\_\_\_ City Comptroller of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be such City Comptroller of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by it authority and pursuant to resolution file No. 080935 adopted by its common council on December 12, 2008.

\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission Expires \_\_\_\_\_

Approved as to form and execution this  
\_\_\_\_\_ day of \_\_\_\_\_ 2009

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

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

# EXHIBIT "A" FOR AT&T EASEMENT

LOCATED IN PART OF BLOCK 2, FONS & CO'S SUBDIVISION NO.23,  
BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP  
06 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE  
COUNTY, WISCONSIN.



OCTOBER 27, 2009

## Legal Description of AT&T Easement:

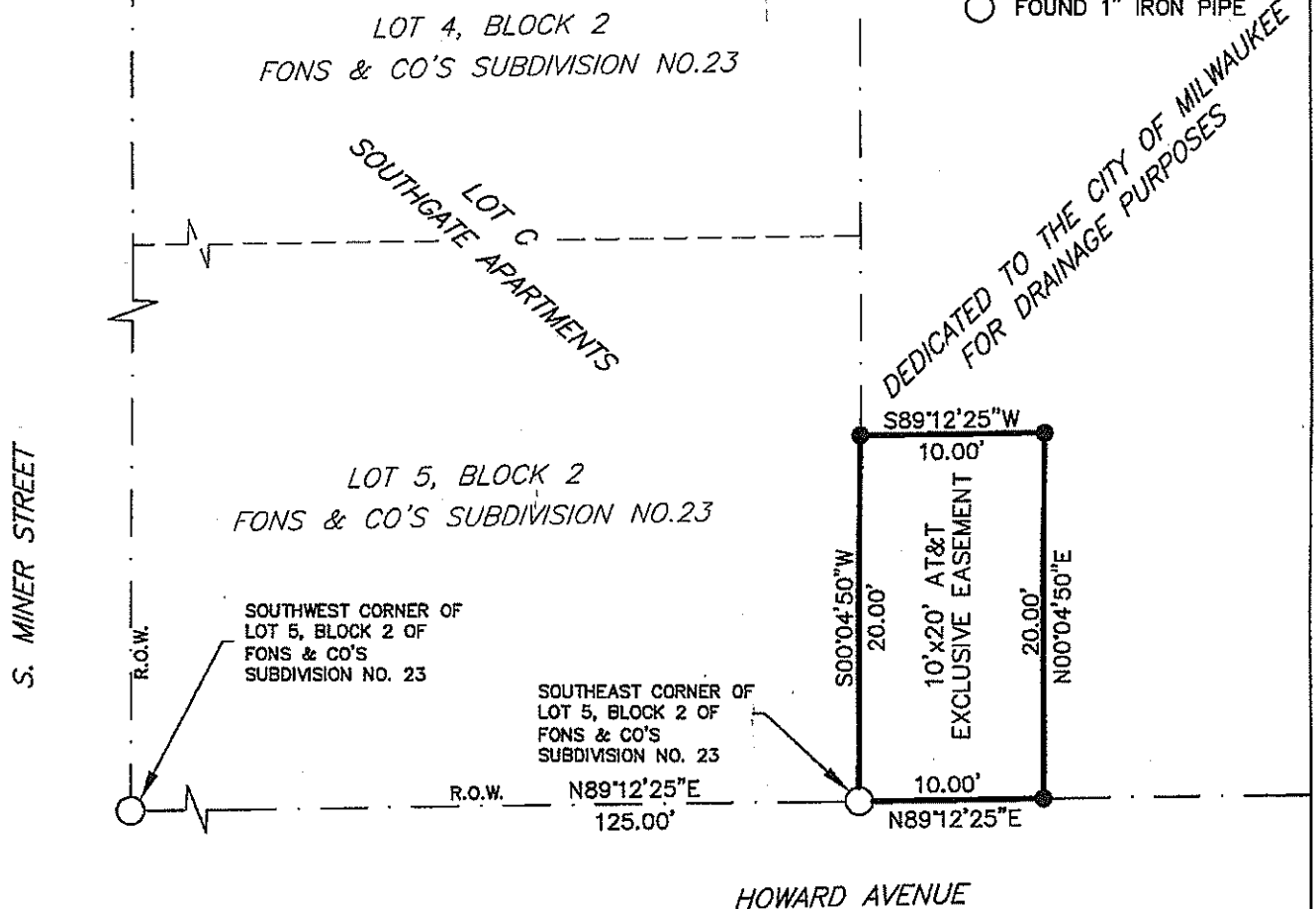
Located in part of Block 2, Fons & Co's Subdivision No. 23, being part of the Southeast Quarter of Section 13, Township 06 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, more particularly described as follows:

## AT&T Exclusive Easement:

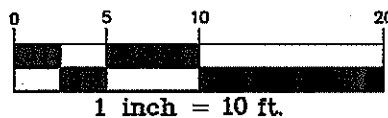
Beginning at the Southeast Corner of Lot 5, Block 2 of Fons & Co's Subdivision No. 23 (Now known as the Southeast corner of Lot C, Southgate Apartments); thence, along the North right-of-way line of Howard Avenue, North 89 degrees 12 minutes 25 seconds East a distance of 10.00 feet; thence North 00 degrees 04 minutes 50 seconds East a distance of 20.00 feet; thence South 89 degrees 12 minutes 25 seconds West a distance of 10.00 feet; thence South 00 degrees 04 minutes 50 seconds West a distance of 20.00 feet to the point of beginning.

## LEGEND

- SET 3/8"x12" SPIKE
- FOUND 1" IRON PIPE

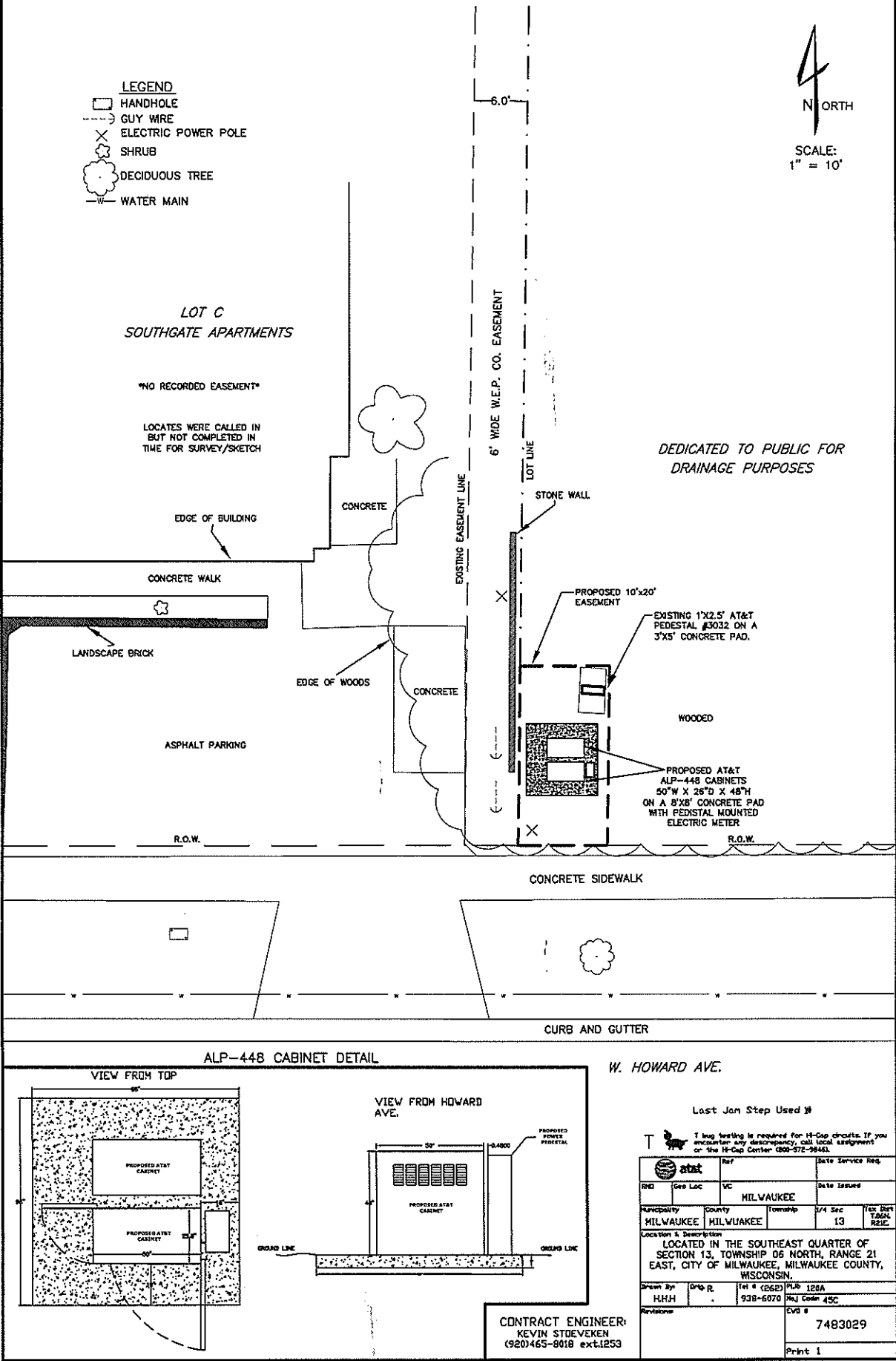


1700 Industrial Drive  
Green Bay, WI 54302  
920.465.8018



UT. NO. 7483029  
RW 2009-168  
EASE 58702

SITE PLAN ALP-448 PROPOSED AT&T CABINETS WITH ATTACHED POWER PEDESTAL.



## PW FILE NUMBER: 091169

[illegible]



## Legislation Details (With Text)

**File #:** 091171 **Version:** 0  
**Type:** Resolution **Status:** In Committee  
**File created:** 12/22/2009 **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 alley in the block bounded by West Oklahoma Avenue, West Lakefield Drive, South 62nd Street and South 66th Street, in the 11th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** ALLEY VACATIONS

**Attachments:** Fiscal Note.pdf, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



**Number**

091171

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution directing the Department of City Development to prepare a resolution to vacate the east-west alley in the block bounded by West Oklahoma Avenue, West Lakefield Drive, South 62nd Street and South 66th Street, in the 11th Aldermanic District.

**Analysis**

This resolution directs the Department of City Development to prepare a resolution to vacate said alley 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 City of Milwaukee, Department of Public Works, and will vacate an unimproved and landlocked alley with the property reverting to the properties along West Lakefield Drive.

**Body**

Whereas, It has been proposed by the Department of City Development that the unimproved and landlocked east-west alley in the block bounded by West Oklahoma Avenue, West Lakefield Drive, South 62nd Street and South 66th Street 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 alley in accordance with Section 308-28 of the Milwaukee Code of Ordinances.

**Drafter**

DCD:AJF:ajf

12/22/09/C

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE 12/22/2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution directing the Department of City Development to prepare a resolution to vacate the east-west alley in the block bounded by West Oklahoma Avenue, West Lakefield Drive, South 62nd Street and South 66th Street, in the 11th 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:


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

PW FILE NUMBER: 091171

[illegible]



## Legislation Details (With Text)

---

**File #:** 091138      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution directing the Superintendent of the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water-intensive businesses that relocate to or expand within the city of Milwaukee and meet specific job creation and water use criteria.

**Sponsors:** ALD. HINES JR., ALD. MURPHY, ALD. BAUMAN

**Indexes:** JOBS, PUBLIC SERVICE COMMISSION, WATER SALES, WATER WORKS

**Attachments:** Fiscal Note, Exhibit 1, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number:**

091138

**Version:**

ORIGINAL

**Reference:**

090239

**Sponsor:**

Ald. Hines Jr., Ald. Murphy, Ald. Bauman

**Title:**

Resolution directing the Superintendent of the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water-intensive businesses that relocate to or expand within the city of Milwaukee and meet specific job creation and water use criteria.

**Analysis:**

This resolution directs the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water-intensive businesses that relocate to or expand within the City of Milwaukee and meet specific job creation and water use criteria.

**Body:**

Whereas, Under Common Council File Number 090239 the Superintendent of the Milwaukee Water Works submitted an application for a water rate increase to the Public Service Commission of Wisconsin; and

Whereas, The Common Council and Mayor desire to have in place a reduced water rate that would attract water-intensive businesses bringing new jobs to the City of Milwaukee, and that would encourage existing water-intensive businesses to expand water use and add new jobs within the City of Milwaukee, provided such jobs meet the “living wage” standard as defined by Section 310-13, Milwaukee Code of Ordinances; and

Whereas, Reduced water rates have been informally referred to as a “Water Attracting Valued Employers” rates, or a “WAVE” rates; and

Whereas, A WAVE rate could result in long-term benefit to the taxpayers of the City of Milwaukee by adding tax base and creating jobs and to the ratepayers of the Milwaukee Water Works by absorbing some of the available excess capacity and mitigating costs related to that excess capacity; and

Whereas, Specific criteria which a business would need to meet to qualify for a WAVE rate would have to be proposed to the Public Service Commission of Wisconsin; now, therefore, be it

Resolved, By the Common Council of The City of Milwaukee that the Superintendent of the Milwaukee Water Works is directed to petition the Public Service Commission of Wisconsin to establish a WAVE rate for water intensive businesses - the term and other considerations of which are described in Exhibit 1 as attached to this resolution; and be it

Further Resolved, That, if granted by the Public Service Commission, businesses relocating to the

City of Milwaukee that meet all the criteria set forth in this same Exhibit 1 shall qualify for the WAVE rate; and be it

Further Resolved, That, if granted by the Public Service Commission, existing businesses located in the City of Milwaukee that are expanding and meet all the criteria set forth in this same Exhibit 1 shall also qualify for the WAVE rate.

**Requestor:**

Department of Public Works  
Milwaukee Water Works

**Drafter:**

Water Administration  
CML:ps  
December 16, 2009  
Doc:wave rate\_resolution\_091216

## CITY OF MILWAUKEE FISCAL NOTE CC-170 (REV.6/86)

Ref: GEN\FISCALNT.MST

A) DATE: December 16, 2009

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Resolution directing the Superintendent of the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water-intensive businesses that relocate to or expand within the city of Milwaukee and meet specific job creation and water use criteria.

B) SUBMITTED BY (name/title/dept./ext.): Carrie Lewis/Superintendent/DPW- Water Works/x2801

C) CHECK ONE:	<input type="checkbox"/> 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. <input checked="" type="checkbox"/> NOT APPLICABLE/NO FISCAL IMPACT. IN CURRENT YEAR.
---------------	--

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

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

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN <b>ANNUAL</b> BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT <b>SEPARATELY</b> .		
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



**Resolution authorizing and directing the Superintendent of the Milwaukee Water Works to request that the Public Service Commission of Wisconsin establish a reduced water rate for water intensive businesses meeting specific job creation and water use criteria that relocate to or expand within the City of Milwaukee.**

**Exhibit 1**

**Criteria to qualify for and maintain WAVE rate**

	<b>New customer relocating to City of Milwaukee</b>	<b>Existing customer expanding in City of Milwaukee</b>
<b>Water use requirement</b>	50,000 gallons or more per day as monthly average	Increase of 35,000 gallons or more per day as monthly average over existing consumption
<b>Job creation requirement</b>	25 or more jobs paying at least living wage immediately available	25 or more jobs paying at least living wage immediately available
<b>Reduced rate applies to</b>	All water used in process	Water used over and above volume used prior to the expansion, calculated as increase in monthly average consumption
<b>Term for reduced rate</b>	Five years after which regular rates apply	Three years after which regular rates apply
<b>Criteria must be met for</b>	Entire duration of five year term	Entire duration of three year term
<b>Water use plan demonstrating best practices required?</b>	Yes	Yes

PW FILE NUMBER: 091138

[illegible]



# City of Milwaukee

200 E. Wells Street  
Milwaukee, Wisconsin  
53202

## Master With Text

**File Number: 091197**

**File ID:** 091197

**Type:** Resolution

**Status:** In Committee

**Version:** 1

**Reference:**

**Controlling Body:** PUBLIC WORKS  
COMMITTEE

**Requester:** COMMON COUNCIL

**Cost:**

**File Created:** 12/22/2009

**File Name:**

**Final Action:**

**Title:** Substitute resolution appropriating Water Works funds to hire a consultant to ascertain and compare all relevant costs to the City of Waukesha of purchasing Lake Michigan water from Milwaukee, Racine and Oak Creek, and returning treated water to Lake Michigan.

### Notes:

### Code Sections:

**Indexes:** CONSULTANTS, WATER SALES, WATER WORKS

**Sponsors:** Ald. Murphy

**Attachments:** Hearing Notice List

**Drafter:** bjz

**Contact:**

**Agenda Date:**

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

**Effective Date:**

**Extra Date 2:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	COMMON COUNCIL	12/22/2009	ASSIGNED TO	PUBLIC WORKS COMMITTEE			
	<b>Action Text:</b> This Resolution was ASSIGNED TO to the PUBLIC WORKS COMMITTEE						
0	PUBLIC WORKS COMMITTEE	12/23/2009	HEARING NOTICES SENT		01/06/2010		
1	CITY CLERK	01/05/2010	DRAFT SUBMITTED				
	<b>Action Text:</b> This Resolution was DRAFT SUBMITTED						
0	PUBLIC WORKS COMMITTEE	01/06/2010					

### Text of Legislative File 091197

..Number  
091197

..Version  
SUBSTITUTE 1

..Reference

..Sponsor  
ALD. MURPHY

..Title  
Substitute resolution appropriating Water Works funds to hire a consultant to ascertain and compare all relevant costs to the City of Waukesha of purchasing Lake Michigan water from Milwaukee, Racine and Oak Creek, and returning treated water to Lake Michigan.

..Analysis  
This resolution authorizes the Milwaukee Water Works to appropriate funds from its 2010 Adopted Budget to pay a consultant to ascertain and compare all relevant costs to the City of Waukesha of purchasing Lake Michigan water from Milwaukee, Racine and Oak Creek, and returning treated water to Lake Michigan. This resolution further stipulates the Milwaukee Water Works will present detailed costs for this consultation work, recommend a consultant suitable to this task and seek Common Council approval prior to engaging consulting services in this matter.

..Body  
Whereas, The cities of Milwaukee, Racine and Oak Creek have independently expressed willingness to negotiate with the City of Waukesha to sell the City of Waukesha water as part of the City of Waukesha's application to the Wisconsin Department of Natural Resources to buy Lake Michigan water; and

Whereas, The City of Waukesha is expected to initiate negotiations with the City of Milwaukee to purchase water from the Milwaukee Water Works in the near future; and

Whereas, An in-depth understanding of the costs the City of Waukesha is likely to incur if that city buys water from Racine or Oak Creek as compared to purchasing water from Milwaukee will inherently strengthen the City of Milwaukee's bargaining position in any negotiations, and be in the best interest of Milwaukee city residents; and

Whereas, Hiring a consultant seems the most expedient and reliable way to gain a clear understanding of the competitive environment of selling water to the City of Waukesha; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the Milwaukee Water Works is authorized to appropriate funds from its 2010 Adopted Budget to pay a consultant to ascertain and compare all relevant costs to the City of Waukesha of purchasing Lake Michigan water from Milwaukee, Racine and Oak Creek, and returning treated water to Lake Michigan; and, be it

Further Resolved, The Milwaukee Water Works will present detailed costs for this consultation work, recommend a consultant suitable to this task and seek Common Council approval prior to engaging consulting services in this matter.

..Requestor

..Drafter  
LRB #09504-2  
ANC  
01/05/10

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE January 5, 2010FILE NUMBER: 091197Original Fiscal Note ☒ Substitute ☐SUBJECT: Resolution appropriating Water Works funds to hire a consultant relating to costs associated with the City of Waukesha's application for Lake Michigan water, for necessary water utility improvements for use and return of Lake Michigan water.B) SUBMITTED BY (Name/title/dept./ext.): Carrie Lewis/Superintendent/DPW- Water Works/x2801

- 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:	<i>Professional services</i>	<i>6410-6411-634003-0364-R999</i>	<i>\$25,000</i>		
TOTALS					

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**PW FILE NUMBER: 091197**

[illegible]



## Legislation Details (With Text)

---

**File #:** 091173      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution accepting Sewer and Water Easement SE-2653 & WE-873 from the United Community Center, Inc., located in vacated South 8th Street near West Washington Street.

**Sponsors:** THE CHAIR

**Indexes:** SEWER EASEMENTS, WATER EASEMENTS

**Attachments:** Cover Letter.PDF, Fiscal Note.pdf, Easements.PDF, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091173

**Version**

Original

**Reference**

**Sponsor**

The Chair

**Title**

Resolution accepting Sewer and Water Easement SE-2653 & WE-873 from the United Community Center, Inc., located in vacated South 8<sup>th</sup> Street near West Washington Street.

**Analysis**

This resolution accepts Sewer and Water Easement SE-2653 & WE-873. The easement is located in vacated South 8<sup>th</sup> Street from the north line of West Washington Street to 278± feet north.

**Body**

Whereas, The City of Milwaukee has submitted a request for an easement required to maintain an existing 18-inch diameter combined sewer and an existing 6-inch water main located in vacated South 8<sup>th</sup> Street between West Washington Street and 278± feet north; and

Whereas, The easement area is located in lands owned by the United Community Center, Inc.; and

Whereas, Sewer and Water Easement SE-2653 & WE-873, granting permission to the City of Milwaukee or future assigns to maintain the 18-inch combined sewer and 6-inch water main has been approved as to contents by the City Engineer; and

Whereas, Sewer and Water Easement SE-2653 & WE-873 will also grant the City of Milwaukee or future assigns the right of entry in and across the property with the right to inspect, enlarge, reconstruct and relocate said 18-inch combined sewer and 6-inch water main as may become applicable; now, therefore, be it

Resolved, By The Common Council of the City of Milwaukee, that the City of Milwaukee hereby accepts Sewer and Water Easement SE-2653 & WE-873, said easement document being attached to this Common Council File Number 091173 and incorporated in this resolution by reference as though set forth in full; and, be it

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

**Drafter**

Department of Public Works  
Infrastructure Services Division  
Environmental Section  
TJT/RTP  
December 15, 2009





Department of Public Works  
Infrastructure Services Division

**Jeffrey J. Mantes**  
Commissioner of Public Works

**Preston D. Cole**  
Director of Operations

**Jeffrey S. Polenske**  
City Engineer

December 15, 2009

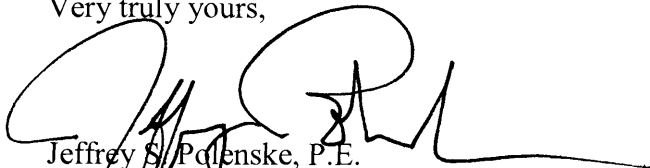
To the Honorable, the Common Council

Dear Council Members:


Attached is a resolution accepting Sewer and Water Easement SE-2653 & WE-873. The sewer and water easement is located in vacated South 8<sup>th</sup> Street from the north line of West Washington Street to 278± feet north. An easement is necessary between the City of Milwaukee and the United Community Center, Inc., to allow the City of Milwaukee to maintain the existing 18-inch diameter combined sewer and 6-inch water main located within the subject property.

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

*mga*  
TJT: rtp

Attachment

RTP: 3-5

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 15, 2009

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

Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution accepting Sewer and Water Easement SE-2653 & WE-873 from the United Community Center, Inc., located in vacated South 8<sup>th</sup> Street from the north line of West Washington Street to 278± feet north.

B) SUBMITTED BY (Name/title/dept./ext.): Jeffrey S. Polenske, PE / City Engineer / Infrastructure Services Division / extension 2400

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:	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 BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT **SEPARATELY**.

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 ☐

**Sewer and Water  
Easement  
SE-2653  
WE-873**

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 in Vacated South 8<sup>th</sup> Street  
from the north line of West  
Washington Street to 278± feet  
north

Recording Area

432-0534-130-8

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 "CITY", and United Community Center, Inc., owner, (including heirs, personal representatives, successors or assigns, of above owner(s), as may be or may become applicable), hereinafter called "GRANTOR".

**WITNESSETH**

That, **WHEREAS**, the CITY desires to acquire a permanent EASEMENT, indicated as SE-2653 WE-873 on the attached Exhibit "A", File Number 151-4-35, with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the following facilities and appurtenances thereto, in said property, namely a 18-inch diameter combined sewer and a 6" water main, hereinafter called "FACILITIES."

**NOW, THEREFORE**, in consideration of the grant of the EASEMENT for aforementioned FACILITIES hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the GRANTOR, receipt whereof is hereby acknowledged, said GRANTOR, being the owner interested in the land hereinafter described, does hereby grant unto the CITY a permanent EASEMENT for aforementioned FACILITIES with the right of entry in and across the property hereinafter described and with the right to construct, operate, maintain, inspect, repair, enlarge, reconstruct and relocate, as may be or may become applicable, the FACILITIES in and across the following described property in that part of the Southwest ¼ of Section 32, Township 7 North, Range 22 East in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the southeasterly corner of Lot 3 of Milwaukee County Certified Survey Map No. 8172, a recorded certified survey map in said Southwest ¼ Section;

Thence S 88° 40' 06" W 70.00 feet to the point of beginning of the land to be described;

Thence S 88° 40' 41" W 27.00 feet to a point;

Thence N 01° 21' 32" W 277.98 feet to a point;

Thence N 88° 35' 46" E 47.00 feet to a point;

Thence S 01° 21' 32" E 30.00 feet to a point;

Thence S 88° 35' 46" W 20.00 feet to a point;

Thence S 01° 21' 32" E 248.02 feet to the point of beginning;

The above described permanent EASEMENT is a part of Tax Key Number 432-0534-130-8.

### **UPON CONDITION:**

1. That said FACILITIES shall be maintained and kept in good order and condition by the City.
2. That no structures may be constructed within the limits of the EASEMENT by the Grantor excepting improvements such as lawns, concrete walks, roadways, driveways and parking lot surfacing. The City will replace such damaged or removed lawns, concrete walks, roadways, driveways and parking lot surfacing, at its own cost, after making any necessary repairs, reconstruction, or enlargement of the FACILITIES in the EASEMENT.
3. That in and during whatever construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation is or becomes necessary with respect to said FACILITIES, so much of the surface or subsurface of the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance: except that the City will in no case be responsible for replacing or paying for replacing any improvements other than lawns, concrete walks, roadways, driveways, or parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save the Grantor harmless from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work with respect to said FACILITIES; provided, however, that if above loss, damage, injury or liability results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which, under law, the City is entitled to raise.
4. That, in connection with the construction by the Grantor of any structure or building adjacent to said EASEMENT, the Grantor will assume all liability for any damage to the FACILITIES in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the City, arising out of the construction by the Grantor of any structure or building adjacent to said EASEMENT, and shall reimburse the City for the full amount of such loss or damage.
5. That no additional charges will be made against said lands for the cost of construction, operation, maintenance, inspection, repair, enlargement, reconstruction or relocation of said FACILITIES in the aforescribed property. Excepting that 1) When the Grantor makes application for a permit to connect to said FACILITIES in the aforescribed EASEMENT, the regular and customary connection permit fee in effect at the time of application shall be paid, and 2) The sewer maintenance, user fees or other sewer fees in effect for all City of Milwaukee serviced properties, that appear as charges to Grantor's herein described property, shall be paid.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 3.3.0 of the "Rules and Regulations Governing Water Service" dated 2002 and subsequent amendments thereto shall apply to all water services which are within the EASEMENT defined limits and also within the limits of any adjoining easements; except that the City of Milwaukee Water Works, a utility owned by the City of Milwaukee, shall in no case be responsible for maintaining at its expense any portion of said water services outside of the EASEMENT defined limits and outside the limits of any adjoining easements, regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service".
7. That the FACILITIES shall be accessible for maintenance at all times. The Grantor shall submit plans for approval by the Commissioner of Public Works of the City for any underground installation within the EASEMENT.
8. That the Grantor shall submit plans for all surface grade alterations which would raise or lower the surface elevation by 1 foot or more within the limits of said EASEMENT. Said alterations shall be made only with the approval of the Commissioner of Public Works of the City.

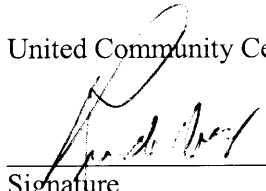
9. That the Grantor shall be responsible for adjusting the elevations of all appurtenances necessitated by alteration of surface elevations within the aforescribed property. Said adjustments shall be required to provide free access to all sewer appurtenances and shall be made only with the approval of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

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

ON THIS DATE OF December 4, 2009

United Community Center, Inc.

By:

  
Signature

Ricardo Diaz  
Print Name

Executive Director  
Title

STATE OF WISCONSIN     )  
                                      ) ss  
COUNTY OF MILWAUKEE)

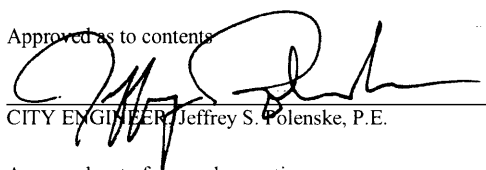
Before me personally appeared on this 4 day of December, 2009, the above named Ricardo Diaz, as Executive Director of United Community Center, Inc., to me known to be the person who executed the foregoing EASEMENT and acknowledged the same.

  
NOTARY PUBLIC, State of Wisconsin

My Commission Expires 12/2/2012

This instrument was drafted by the City of Milwaukee.

Approved as to contents

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

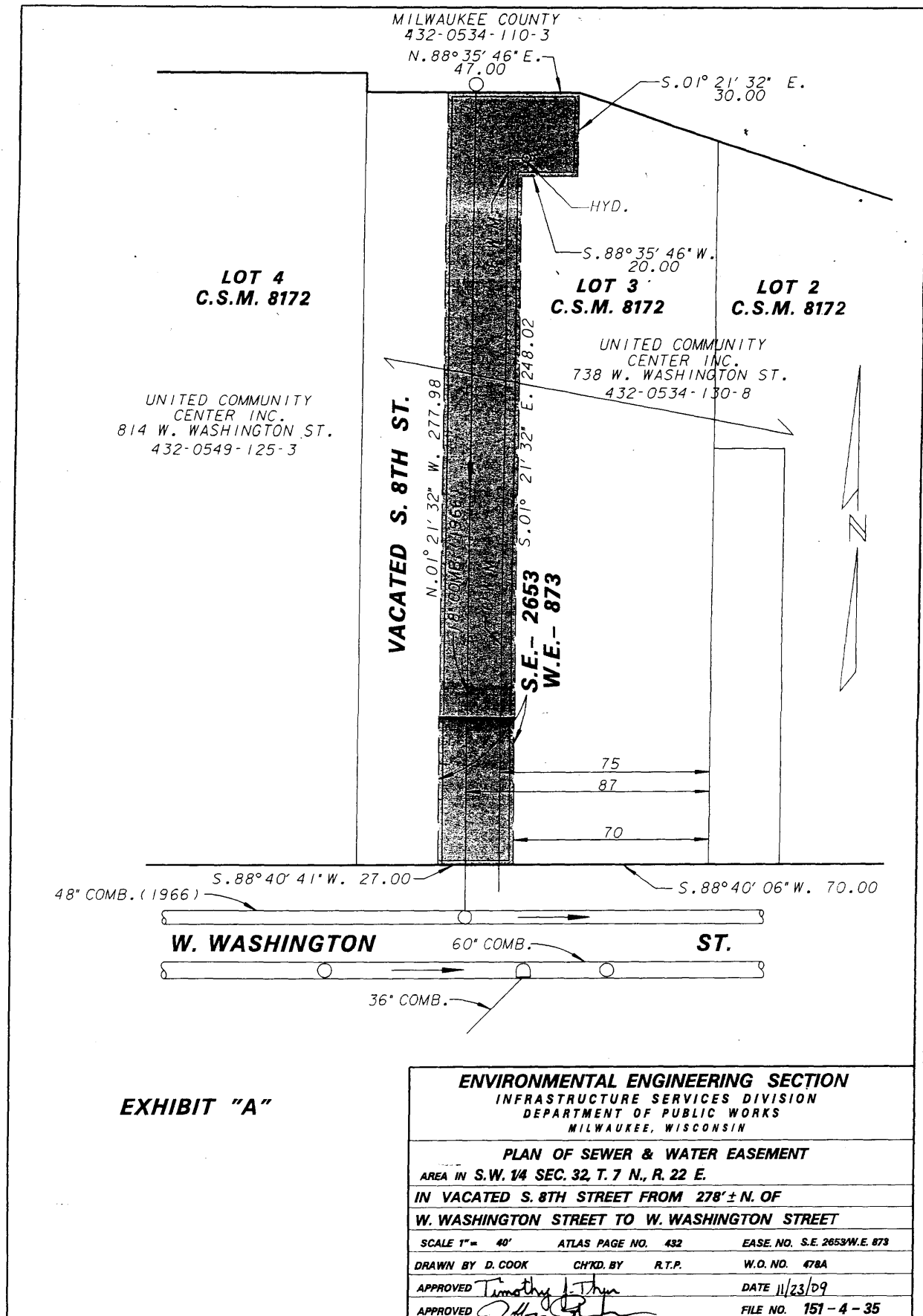
Date

11/24/09

Approved as to form and execution

ASSISTANT CITY ATTORNEY, Gregg C. Hagopian

Date



**PW FILE NUMBER: 091173**

NAME	ADDRESS	DATE SENT		
Jeff Mantes	Commissioner of Public Works	12/23/09		
Jeff Polenske	City Engineer	12/23/09		
Clark Wantoch	DPW-Infra.	12/23/09		
Tim Thur	DPW-Infra.	12/23/09		





## Legislation Details (With Text)

---

**File #:** 091161      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution relative to the cost participation and installation of traffic control signal and sign improvements in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60th Street under a Highway Safety Improvement Program project in the 10th Aldermanic District at a total estimated cost of \$65,331.83, with an estimated grantor share of \$58,798.65, and an estimated City share of \$6,533.18.

**Sponsors:** THE CHAIR

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

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

091161

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution relative to the cost participation and installation of traffic control signal and sign improvements in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street under a Highway Safety Improvement Program project in the 10<sup>th</sup> Aldermanic District at a total estimated cost of \$65,331.83, with an estimated grantor share of \$58,798.65, and an estimated City share of \$6,533.18.

**Analysis**

This resolution authorizes the Commissioner of Public Works and Comptroller to enter into a funding agreement in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street under a Highway Safety Improvement Program project in the 10<sup>th</sup> Aldermanic District at a total estimated cost of \$65,331.18, with an estimated grantor share of \$58,798.65, and an estimated City share of \$6,533.18, 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 \$299,040.76, with a grantor share of \$248,468.00 and a City share of \$50,572.76.

**Body**

Whereas, The Project Agreement for the installation traffic signal improvements under the 2009 Highway Safety Improvement Program (HSIP) was approved by the Common Council under File Number 071689; and

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

Whereas, The total estimated cost of this project is \$65,331.83 for traffic control signal and sign improvements; and

Whereas, Ten percent of the participating costs, or \$6,533.18, is not reimbursable and is included in the Division's 2010 Capital Purpose Project/Grant Number ST320100000; and

Whereas, Ninety percent of the participating project cost, or \$58,798.65, is reimbursable from the Wisconsin Department of Transportation (WISDOT), and should be earmarked for this project in the 2010 Capital Grant and Aids Projects Fund Project/Grant Number SP032100100; and

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

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

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

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

Resolved, By the Common Council of the City of Milwaukee, that the Commissioner of Public Works and the Comptroller are authorized to enter into a funding agreement and are directed to execute the contract with WISDOT for the installation of traffic control signal and sign improvements in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street under a Highway Safety Improvement Program project with unit prices based on a predetermined estimate prepared under the Federal/State aided highway

program, a copy of which is attached to this resolution, and is incorporated into this resolution as though set forth in full; and, be it

Further Resolved, That upon approval of this contract, that the Commissioner of Public Works is directed to install and modify traffic control facilities in conjunction with the improvements the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street; 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.-2555-06-90

West Burleigh Street, West Roosevelt Drive and North 60<sup>th</sup> Street Intersection

City of Milwaukee Share

Fund Number-0333

Project/Grant Number-ST320100000

\$6,533.18

Grantor Reimbursable Cash - Traffic Control

Fund Number-0306

Project/Grant Number-SP032100100

\$58,798.65

Total-\$65,331.83

Previously Authorized for Traffic Control Improvements-\$0

Current Estimated Cost of the Total Project Including this Resolution-\$299,040.76.

Original Estimated Cost of the Total Project (Common Council Resolution File Number 071689)-\$276,076.00.

### **Requestor**

Department of Public Works

### **Drafter**

Infrastructure Services Division

RWB: ns

December 16, 2009

West Burleigh Street (West Roosevelt Drive, and North 60<sup>th</sup> Street Intersection)

# CITY OF MILWAUKEE FISCAL NOTE

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

A) DATE: December 16, 2009

FILE NUMBER:

Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Resolution relative to the cost participation and installation of traffic control signal and sign improvements in conjunction with geometric improvements at the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street under a Highway Safety Improvement Program project in the 10<sup>th</sup> Aldermanic District at a total estimated cost of \$65,331.83, with an estimated grantor share of \$58,798.65, and an estimated City share of \$6,533.18.

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	SP032100100	\$58,798.65	\$58,798.65	
	Capitol Project Funds	ST320100000	\$6,533.18	\$0.00	
TOTALS:					
			\$65,331.83	\$58,798.65	

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 \$65,331.83	Revenue \$58,798.65
<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 ☐

December 16, 2009

To The Honorable, the Common Council

Subject: 2010 Highway Safety Improvement Program  
West Burleigh Street, West Roosevelt Drive and North 60<sup>th</sup> Street Intersection

Dear Council Members:

The 2010 Highway Safety Improvement Program includes the improvement of traffic control devices in conjunction with geometric improvements to the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street. 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 \$65,331.83. Ninety percent of the total cost, or \$58,798.65, will be funded by the Wisconsin Department of Transportation (WISDOT). The local share, or \$6,533.18, 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 to the intersection of West Burleigh Street, West Roosevelt Drive, and North 60<sup>th</sup> Street in the 10<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 Michael J. Murphy, Alderman 10<sup>th</sup> District

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2555-06-90	Contract Amount \$65,331.83	<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 W. Burleigh St. - Intersections with W. Roosevelt Dr. to N. 60 <sup>th</sup> St.	County – Where Work Performed Milwaukee	
Highway		
<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 Improvements		
Approximate Start Work Date April 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) \_\_\_\_\_ (Date) \_\_\_\_\_  
Jeffrey J. Mantes

(Title) Commissioner of Public Works

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

(Title) Comptroller

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

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

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

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

#### For Wisconsin Department of Transportation

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

#### Approved for the State of Wisconsin

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

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

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

The Local Governmental Unit agrees to construct the described project in accordance with the requirements of the Department, the approved plans when required for such project, in accordance with the Standard Specifications for Road and Bridge Construction and approved supplements as may be applicable, and in accordance with the special provisions made a part of this 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 FHWA 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

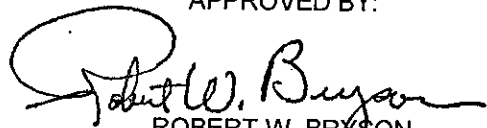
PROJECT ID 2555-06-90

W. BURLEIGH ST. - INTERSECTIONS WITH W. ROOSEVELT DR. AND N. 60TH ST.  
MILWAUKEE COUNTY.

Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71052	SPV.0060	Solid State Controller Installed	Each	1	\$10,584.36	\$13,591.99	\$13,591.99
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	12	\$4,460.28	\$605.81	\$7,269.71
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	10	\$1,757.93	\$316.26	\$3,162.64
71067	SPV.0060	Pedestrian Countdown Signal Face 12-Inch	Each	10	\$1,745.67	\$315.04	\$3,150.38
71081	SPV.0060	PV Traffic Signal Face 3-12 Inch (312M)	Each	6	\$7,236.43	\$1,487.02	\$8,922.09
71145	652.0230	Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	LF	200	\$94.69	\$7.17	\$1,433.03
71154	SPV.0090	Opticom Cable	LF	1,090	\$603.19	\$2.89	\$3,155.08
71161	SPV.0090	Cable Service 3 #4/1 #8 LTP	LF	325	\$1,013.75	\$5.14	\$1,671.48
71170	655.0250	Cable Traffic Signal 9-14 AWG	LF	415	\$295.63	\$3.05	\$1,267.22
71171	655.0260	Cable Traffic Signal 12-14 AWG	LF	190	\$180.68	\$3.29	\$625.52
71172	SPV.0090	Cable Traffic Signal 17-14 AWG	LF	935	\$1,303.20	\$3.73	\$3,492.21
71173	SPV.0090	Cable Traffic Signal 20-14 AWG	LF	665	\$1,130.80	\$4.04	\$2,687.70
71190	SPV.0060	Mast Arm Fabricated	Each	4	\$278.38	\$1,483.13	\$5,932.51
71191	SPV.0060	Mast Arm Pole	Each	3	\$5,497.92	\$2,329.06	\$6,987.19
71197	SPV.0060	Signal Standard 13'	Each	1	\$670.49	\$1,091.92	\$1,091.92
71700	SPV.0060	Signal Housing Relocated	Each	3	\$48.33	\$297.05	\$891.16

TOTAL CITY COST \$65,331.83  
TOTAL EXCLUDED COSTS \$36,901.73

APPROVED BY:



ROBERT W. BRYSON  
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
TRAFFIC AND LIGHTING DESIGN UNIT  
JOSEPH C. BLAKEMAN  
REVISED: DECEMBER 9, 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. \_\_\_\_\_ for traffic control signals at the intersection of West Burleigh Street, West Roosevelt Drive and North 60<sup>th</sup> Street (Grantor Share \$58,798.65 City Share \$6,533.18) and approved the resolution as to:

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

The following deficiencies were noted:

---

---

---

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

Signature: C. Wisniewski

Date: 12/16/09

## PW FILE NUMBER: 091161

[illegible]



## Legislation Details (With Text)

---

**File #:** 091162      **Version:** 0

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution authorizing the City Comptroller to transfer additional funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs totaling \$164,864.73, City share is \$59,801.48 and the Grantor's share is \$105,063.25.

**Sponsors:** THE CHAIR

**Indexes:** STREET IMPROVEMENTS, WISCONSIN DEPARTMENT OF TRANSPORTATION

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

091162

**Version**

ORIGINAL

**Reference**

**Sponsor**

THE CHAIR

**Title**

Resolution authorizing the City Comptroller to transfer additional funds to various State and Federal Aid project subaccounts for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs totaling \$164,864.73, City share is \$59,801.48 and the Grantor's share is \$105,063.25.

**Analysis**

This resolution authorizes the City Comptroller to transfer funds to the previously established subaccounts for the remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs in the amount of \$164,864.73. The City of Milwaukee's share is \$59,801.48 and the Grantor share is \$105,063.25.

**Body**

Whereas, The Common Council has previously adopted resolutions authorizing the City Comptroller to transfer funds to various State and Federal Aid project subaccounts (ARRA and ARRA related) for preliminary engineering and review; and

Whereas, Additional planning and review during the design stage have resulted in increased costs charged against the projects; and

Whereas, Additional funds are, therefore, necessary for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs for the projects; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the City Comptroller is hereby authorized and directed to transfer funds to the project grant chartfields as follows:

Aldermanic Districts 3 and 6

Project Grant Value

State I.D. 2059-00-01

ST320042001

East/West Keefe Avenue - North 7<sup>th</sup> Street to North Humboldt Boulevard

City share Non-Assessable Paving

ST320100000

Fund 0333

\$5,816.70

Grantor Non-Reimbursable Paving

\$23,266.81

Previously authorized for preliminary engineering and review: \$255,060.00

Current estimated cost of total project including this resolution: \$2,931,916.25

Original estimated cost of total project (Resolution #040400): \$1,844,000.00

Aldermanic Districts 4 and 6

Project Grant Value

State I.D. 2057-01-00

ST520091101

West Winnebago Street - North 8<sup>th</sup> Street to North 7<sup>th</sup> Street

City Share Non-Assessable Paving

ST320100000

Fund 0333

\$21,152.00

Previously authorized for engineering review (ARRA): \$150,000.00

Current estimated cost of total project including this resolution: \$951,152.00

Original estimated cost of total project (Resolution #090538): \$910,000.00

Aldermanic Districts 4 and 12

Project Grant Value

State I.D. 2245-01-00

ST320021301

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

City Share Non-Assessable Paving

ST320100000

Fund 0333

\$6,083.14

Grantor Share Non-Reimbursable Paving

24,332.56

Previously authorized for preliminary engineering: \$341,324.12

Current estimated cost of total project including this resolution: \$2,402,246.05

Original estimated cost of total project (Resolution #010810): \$1,832,420.00

Aldermanic District 6

Project Grant Value

State I.D. 2445-07-00

ST520091401

East/West North Avenue - Dr. Martin L. King, Jr. Dr. to North Booth Street

City Share Non-Assessable Paving

ST320100000

Fund 0333

\$4,670.29

Grantor Share Non-Reimbursable Paving

\$18,681.18



Previously authorized for engineering review (ARRA): \$60,000.00  
Current estimated cost of total project including this resolution: \$2,878,451.47  
Original estimated cost of total project (Resolution #081512): \$1,929,200.00

Aldermanic District 12

Project Grant Value

State I.D. 2615-00-02

ST520090101

South Cesar E. Chavez Dr. - West Piece Street to West Greenfield Avenue

City Share Non-Assessable Paving

ST320100000

Fund 0333

\$12,383.67

Previously authorized for engineering review (ARRA): \$159,500.00  
Current estimated cost of total project including this resolution: \$1,306,883.67  
Original estimated cost of total project (Resolution #090194): \$1,250,000.00

Project Grant Value

State I.D. 2505-08-00

ST520091601

South 13<sup>th</sup> Street - West Cleveland Avenue to West Windlake Avenue

City Share Non-Assessable Paving

ST320100000

Fund 0333

\$3,729.78

Grantor Share Non-Reimbursable Paving

\$14,919.12

Previously authorized for engineering review (ARRA): \$60,000.00  
Current estimated cost of total project including this resolution: \$2,610,378.90  
Original estimated cost of total project (Resolution #081512): \$2,280,500.00

Aldermanic Districts 12 and 14

Project Grant Value

State I.D. 2219-00-00

ST320042201

South 1<sup>st</sup> Street - West Lincoln Avenue to West Kinnickinnic Avenue

City of Milwaukee Share Non-Assessable Paving

ST320100000

Fund 0333

\$5,965.90

Grantor Share Non-Reimbursable Paving \$23,863.58

Previously authorized for preliminary engineering: \$203,500.00

Current estimated cost of total project including this resolution: \$2,066,726.05

Original estimated cost of total project (Resolution #040400): \$1,562,000.00

Summary of projects in this resolution:

City Share Non-Assessable Paving (0333): \$59,801.48

Grantor Non-Reimbursable Paving: \$105,063.25

Resolution total: \$164,864.73

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

LG:amh

December 15, 2009

(13) Reso Vari Fed Sta Aid Pjcc Saccou 121509.rtf



Department of Public Works  
Infrastructure Services Division

**Jeffrey J. Mantes**  
Commissioner of Public Works

**Preston D. Cole**  
Director of Operations

**Jeffrey S. Polenske**  
City Engineer

December 18, 2009, 2009

To the Honorable, the Common Council

Subject: Federal/State Aid Project Subaccounts

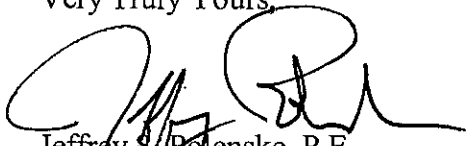
Dear Council Members:

Please find the attached resolution to authorize the City Comptroller to transfer funds to the subaccount for the State and/or Federal Aid street improvement project as listed in the body of the resolution.


Additional funds are necessary for the estimated remaining Wisconsin Department of Transportation (WISDOT) and City of Milwaukee preliminary engineering costs for this project.

We have, therefore, prepared and recommend adoption of the attached resolution authorizing the City Comptroller to transfer funds to the respective project subaccounts for the estimated remaining preliminary engineering costs.

Very Truly Yours,



Jeffrey S. Polenske, P.E.  
City Engineer



Jeffrey J. Mantes  
Commissioner of Public Works

LG:amh

Attachment

c: Mr. W. Martin Morics

# CITY OF MILWAUKEE FISCAL NOTE

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

A) DATE: December 15, 2009

FILE NUMBER:  
Original Fiscal Note ☒ Substitute ☐

SUBJECT: Resolution authorizing the City Comptroller to transfer additional funds to various State and/or Federal Aid project subaccounts (ARRA and ARRA related) for the estimated remaining Wisconsin Department of Transportation and City of Milwaukee preliminary engineering and review costs totaling \$164,864.73, City share is \$59,801.48 and the Grantor's share is \$105,063.25.

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:	City Share Non-Assessable Paving	ST320100000 (FUND 0333)	\$59,801.48		
	Grantor Non-Reimbursable Paving		\$105,063.25	\$105,063.25	
TOTALS:					
			\$164,864.73	\$105,063.25	

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 \$164,864.73
<input checked="" type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	Revenue \$105,063.25
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS	

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

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

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

The Comptroller's Office has reviewed Common Council Resolution File No. \_\_\_\_\_ for preliminary engineering and review costs on various ARRA and ARRA related projects (Grantor Share \$105,063.25 City Share \$59,801.48) and approved the resolution as to:

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

The following deficiencies were noted:

---

---

---

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

Signature:     *C. Wisniewski*    

Date:     12-14-09

## PW FILE NUMBER: 091162

[illegible]



## Legislation Details (With Text)

---

**File #:** 091129      **Version:** 1

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution determining it necessary to make various assessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$265,000 for a total estimated cost of these projects being \$8,370,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



**Number**

091129

**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 \$265,000 for a total estimated cost of these projects being \$8,370,000.

**Analysis**

This resolution authorizes engineering studies and directs the Commissioner of Public Works to determine any benefits or damages which would result if the projects were to be constructed. After the Commissioner files his report, a Public Hearing will be held on those projects determined assessable. A resolution will be submitted after the Public Hearing authorizing construction. The City cost for engineering these projects is estimated to be \$265,000 with the total cost estimated to be \$8,370,000.

**Body**

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

1st Aldermanic District

W. Hopkins St. - N. 34th St. to N. 35th St. (ST211110131): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$8,000). The total estimated cost for this project including the requested amount is \$110,000. This project is anticipated to be completed during the 2011 construction season.

2nd Aldermanic District

W. Flagg Ave. - N. 96th St. to N. 98th St. (ST211110130): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$110,000. This project is anticipated to be completed during the 2011 construction season.

W. Winfield Ave. - A point east of N. 89th St. to N. 90th St. (ST211110136): 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 -- \$8,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2011 construction season.

N. 67th St. - W. Marion St. to W. Congress St. (ST211110108): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$5,000). The total estimated

cost for this project including the requested amount is \$75,000. This project is anticipated to be completed during the 2011 construction season.

## 2nd and 10th Aldermanic Districts

N. 65th St. - W. Melvina St. to W. Capitol Dr. (ST211110107): 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 \$65,000. This project is anticipated to be completed during the 2011 construction season.

## 3rd Aldermanic District

E. Back Bay - A point east of N. Terrace Ave. to N. Terrace Ave. (ST211110128): 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 \$50,000. This project is anticipated to be completed during the 2011 construction season.

## 5th Aldermanic District

W. Nash St. - N. 96th St. to a point west of N. 100th St. (West City Limits) (ST211110133): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$165,000. This project is anticipated to be completed during the 2011 construction season.

W. Townsend St. - N. 76th St. to N. 82nd St. (ST211110134): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$16,000). The total estimated cost for this project including the requested amount is \$235,000. This project is anticipated to be completed during the 2011 construction season.

W. Townsend St. - N. 92nd St. to N. 99th St. (ST211110136): 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 \$260,000. This project is anticipated to be completed during the 2011 construction season.

N. 79th St. - W. Keefe Ave. to W. Nash St. (ST211110138): 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 \$180,000. This project is anticipated to be completed during the 2011 construction season.

Alley between W. Keefe Ave., W. Lisbon Ave., N. 91st St., and N. 92nd St. (ST21210116): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$6,000). The total estimated cost for this project including the requested amount is \$170,000. This project is anticipated to be completed during the 2010 construction

season.

#### 7th Aldermanic District

N. 41st St. - W. Congress St. to W. Ruby Ave. (ST211110137): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$6,000). The total estimated cost for this project including the requested amount is \$75,000. This project is anticipated to be completed during the 2011 construction season.

#### 8th Aldermanic District

W. Lapham St. - S. Layton Blvd. to S. 29th St. (ST211110132): 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 \$70,000. This project is anticipated to be completed during the 2011 construction season.

S. 50th St. - W. Oklahoma Ave. to W. Cleveland Ave. (ST211110106): 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 -- \$19,000). The total estimated cost for this project including the requested amount is \$280,000. This project is anticipated to be completed during the 2011 construction season.

#### 9th Aldermanic District

W. County Line Rd. - N. 68th St. to N. 91st St. (ST211100132) File Number 090511: Paving the roadway with asphalt (Rural cross section). Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$25,000, Additional Funds). The total estimated cost for this project including the requested amount is \$2,300,000. This project is anticipated to be completed during the 2010 construction season.

W. County Line Rd. - N. 91st St./N. Swan Rd. to N. 124th St./N. Wasaukee Rd. (ST211100131) File Number 090511: Paving the roadway with asphalt (Rural cross section). Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$25,000, Additional Funds). The total estimated cost for this project including the requested amount is \$2,900,000. This project is anticipated to be completed during the 2010 construction season.

#### 10th Aldermanic District

W. Main St. - S. Hawley Rd. to S. 70th St. (ST211110139): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$26,000). The total estimated cost for this project including the requested amount is \$390,000. This project is anticipated to be completed during the 2011 construction season.

S. 60th St. - W. Dickinson St. to W. Main St. (ST211030113): Paving the roadway with asphalt. Laying a concrete curb and gutter. Laying concrete sidewalk. Doing all the necessary grading pertaining to said work. (Nonassessable Reconstruction Paving Fund -- \$4,000). The total estimated

cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2011 construction season.

S. 63rd St. - W. Stack Dr. to W. Cleveland Ave. (ST211110110): 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 \$120,000. This project is anticipated to be completed during the 2011 construction season.

S. 66th St. - W. Euclid Ave. to W. Oklahoma Ave. (ST21100118): 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 \$75,000. This project is anticipated to be completed during the 2011 construction season.

#### 13th Aldermanic District

W. Euclid Ave. - S. 16th St. to S. 20th St. (ST211110129): 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 \$130,000. This project is anticipated to be completed during the 2011 construction season.

S. 23rd St. - W. Edgerton Ave. to W. Carpenter Ave. (ST211110109): 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 -- \$11,000). The total estimated cost for this project including the requested amount is \$160,000. This project is anticipated to be completed during the 2011 construction season.

#### 14th Aldermanic District

E. Potter Ave. - S. Logan Ave. to S. Kinnickinnic Ave. (ST211110135): 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 -- \$16,000). The total estimated cost for this project including the requested amount is \$225,000. This project is anticipated to be completed during the 2011 construction season.

Alley between S. Austin St., S. Brisbane Ave., E. Euclid Ave., and E. Oklahoma Ave. (ST212050137): Paving the alley with concrete. Doing all the necessary grading pertaining to said work. (Nonassessable Alley Paving Fund -- \$5,000). 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.

; and, be it

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

Further Resolved, That all assessments and payments be made in accordance with Section 115-42

of the Milwaukee Code of Ordinances; and, be it

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

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

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

**Requestor**

Infrastructure Services Division

**Drafter**

MLD:dr

Apr 6

12/30/09

December 11, 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 January 6, 2010.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Apr 6

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

A) DATE: December 30, 2009

FILE NUMBER: 091129

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 \$265,000 for a total estimated cost of these projects being \$8,370,000.

B) SUBMITTED BY (name/title/dept./ext.): Mary Dziewiontkoski/Assessment Engineer/Public Works/X2460

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER Paving	ST211		\$254,000		
	ST212		\$ 11,000		
TOTALS:			\$265,000		

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

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

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

H) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION: *The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of this project is \$265,000.*

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## PW FILE NUMBER: 091129

[illegible]





## Legislation Details (With Text)

---

**File #:** 091131      **Version:** 1

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution determining it necessary to make various nonassessable public improvements at various locations and appropriating funds for these purposes with the City engineering cost estimated to be \$318,000 for a total estimated cost of these projects being \$3,351,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/4/2010	1	CITY CLERK	DRAFT SUBMITTED		

Number

091131

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 \$318,000 for a total estimated cost of these projects being \$3,351,000.

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 \$318,000 with the total cost estimated to be \$3,351,000.

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:

#### 8th Aldermanic District

S. 30th St. - W. Euclid Ave. to W. Oklahoma Ave. (SM495100031): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$294,000. This project is anticipated to be completed during the 2010 construction season.

S. 31st St. - W. Euclid Ave. to W. Oklahoma Ave. (SM495100030): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$151,000. This project is anticipated to be completed during the 2010 construction season.

#### 8th and 11th Aldermanic Districts

S. 33rd St. - W. Lakefield Dr. to W. Drury Ln. (SM495100026): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$60,000. This project is anticipated to be completed during the 2010 construction season.

S. 42nd St. - W. Forest Home Ave. to 100 feet m/l south of W. Euclid Ave. (SM495100028): Relaying sanitary and storm sewers. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$246,000. This project is anticipated to be completed during the 2010 construction season.

#### 10th Aldermanic District

W. Adler St. - S. 66th St. to 170 feet m/l west of S. 66th St. (SM495100021): Sanitary sewer repair. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$48,000. This project is anticipated to be completed during the 2010 construction season.

W. Main St. - S. 70th St. to S. 71st St. (SM495100022): Sanitary sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$17,000. This project is anticipated to be completed during the 2010 construction season.

S. 65th St. - 150 feet m/l north of W. Dixon St. to W. Adler St. (SM495100018): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$174,000. This project is anticipated to be completed during the 2010 construction season.

S. 66th St. - 120 feet m/l north of W. Adler St. to W. Main St. (SM495100019): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$182,000. This project is anticipated to be completed during the 2010 construction season.

N./S. 71st St. - W. Stevenson St. to W. Main St. (SM495100020): Sanitary sewer relay and lining. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$375,000. This project is anticipated to be completed during the 2010 construction season.

N. 80th St. - W. Stevenson St. to W. Mt. Vernon Ave. (SM495100023): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$217,000. This project is anticipated to be completed during the 2010 construction season.

#### 11th Aldermanic District

W. Drury Ln. - S. 32nd St. to 150 feet m/l north of W. Drury Ln. (SM495100027): Relaying sanitary sewer. (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.

W. Euclid Ave. - S. 42nd St. to S. 43rd St. (SM495100029): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$52,000. This project is anticipated to be completed during the 2010 construction season.

W. Lakefield Dr. - S. 31st St. to S. 34th St. (SM495100025): Relaying sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$193,000. This project is anticipated to be completed during the 2010 construction season.

#### 13th Aldermanic District

Mitchell Interchange Work (SM495100033): Relaying sanitary sewer. The total estimated cost for this project is \$131,000. This project is anticipated to be completed during the 2010 construction season.

S. 1st St. - W. Morgan Ave. to W. Warnimont Ave. (SM495100032): Sanitary sewer lining and

relaying storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$12,000). The total estimated cost for this project including the requested amount is \$306,000. This project is anticipated to be completed during the 2010 construction season.

#### 15th Aldermanic District

N. 26th St. at W. Lisbon Ave. (SM495100005): Relaying combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$10,000). The total estimated cost for this project including the requested amount is \$200,000. This project is anticipated to be completed during the 2010 construction season.

#### Suburbs

Review of Consultant Prepared Suburban Construction Plans (WT440100000): Plan Review. (Nonassessable Water Fund Budget Line 5010 -- \$30,000; Nonassessable Water Fund Budget Line 6410 -- \$30,000). The total estimated cost for this project including the requested amount is \$60,000. This project is anticipated to be completed during the 2010 construction season.

#### Various Locations

Post Guarantee Inspections on Water Main Projects (WT440105000): Inspection. (Nonassessable Water Fund Budget Line 5010 -- \$5,000). The total estimated cost for this project is \$5,000. This project is anticipated to be completed during the 2010 construction season.

Alterations by Milwaukee Water Works Distribution Section prior to Paving (WT410101300): Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$15,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2010 construction season.

Water Main Material Inspection (WT410101305): Inspection. (Nonassessable Water Fund Budget Line 6410 -- \$30,000). The total estimated cost for this project is \$30,000. This project is anticipated to be completed during the 2010 construction season.

Water Main Alterations by Private Contractor prior to Paving (WT410101500): Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$7,500; Nonassessable Water Fund Budget Line 6410 -- \$7,500). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2010 construction season.

Water Main Alterations by Private Contractor prior to Sewer Construction (WT410101700): Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$7,500; Nonassessable Water Fund Budget Line 6410 -- \$7,500). The total estimated cost for this project including the requested amount is \$200,000. This project is anticipated to be completed during the 2010 construction season.

; and, be it

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

Further Resolved, That the Department of Public Works is authorized to use the funding as specified

in the above description of work; and, be it

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

Requestor  
Infrastructure Services Division  
Drafter  
MLD:dr  
Npr 6  
12/30/09

December 11, 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 January 6, 2010.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Npr 6

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 30, 2009

FILE NUMBER: 091131

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 \$318,000 for a total estimated cost of these projects being \$3,351,000.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
OTHER:	Water WT410		\$ 75,000		
	Water WT440		\$ 65,000		
	Sewer SM495		\$178,000		
TOTALS			\$318,000		

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

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

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


H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE: The total expenditure includes the cost of engineering, inspection, construction, and city forces. The total cost of these projects is estimated to be \$318,000.


PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## PW FILE NUMBER: 091131

[illegible]





## Legislation Details (With Text)

---

**File #:** 091132      **Version:** 1

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

**File created:** 12/22/2009      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$4,085,000 for a total estimated cost of these projects being \$4,470,000.

**Sponsors:** THE CHAIR

**Indexes:** PUBLIC IMPROVEMENTS

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

Date	Ver.	Action By	Action	Result	Tally
12/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
1/4/2010	1	CITY CLERK	DRAFT SUBMITTED		

Number

091132

Version

SUBSTITUTE 1

Reference

090909

Sponsor

THE CHAIR

Title

Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$4,085,000 for a total estimated cost of these projects being \$4,470,000.

Analysis

This resolution directs the installation and construction of certain public improvements which have been determined to be nonassessable by the Commissioner of Public Works. The City cost of the projects approved by this resolution is estimated to be \$4,085,000. The total estimated cost of these projects is \$4,470,000.

Body

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

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

#### 1st Aldermanic District

W. Atkinson Ave. - (N/S) - N. 20th St. to N. 21st St. (SM495090099) File Number 090909: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$111,000). The total estimated cost for this project including the requested amount is \$123,000. This project is anticipated to be completed during the 2010 construction season.

W. Olive St. - N. 15th St. to N. 20th St. (SM495090081) File Number 090762: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$428,000). The total estimated cost for this project including the requested amount is \$440,000. This project is anticipated to be completed during the 2010 construction season.

N. 17th St. - 540 feet m/l south of W. Olive St. to 300 feet m/l north of W. Olive St. (SM495090082) File Number 090762: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$170,000). The total estimated cost for this project including the requested amount is \$182,000. This project is anticipated to be completed during the 2010 construction season.

N. 26th St. - W. Roosevelt Dr. to W. Atkinson Ave. (SM495090006) File Number 081489: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$67,000). The total estimated cost for this project including the requested amount is \$82,000. This project is anticipated to be completed during the 2010 construction season.

N. 37th St. - W. Sheridan Ave. to 325 feet m/l south of W. Sheridan Ave. (SM495090043) File Number 081678: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$101,000). The total estimated cost for this project including the requested amount is \$116,000.

This project is anticipated to be completed during the 2010 construction season.

#### 2nd Aldermanic District

N. 74th St. - W. Silver Spring Dr. to W. Thurston Ave. (WT410100018) File Number 090316: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$12,000; Nonassessable Water Fund Budget Line 6410 -- \$128,000). 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.

#### 5th Aldermanic District

W. Marion St. - N. 91st St. to N. 92nd St. (WT410100002) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$8,000; Nonassessable Water Fund Budget Line 6410 -- \$92,000). The total estimated cost for this project including the requested amount is \$100,000. This project is anticipated to be completed during the 2010 construction season.

N. 91st St. - W. Capitol Dr. to W. Marion St. (WT410100001) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$38,000; Nonassessable Water Fund Budget Line 6410 -- \$442,000). The total estimated cost for this project including the requested amount is \$480,000. This project is anticipated to be completed during the 2010 construction season.

#### 6th Aldermanic District

W. Nash St. - N. 22nd St. to N. 23rd St. (SM495080040) File Number 080237: Relay storm sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$98,000). 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.

E. North Ave. - N. Buffum St. to N. Hubbard St. (SM495090098) File Number 090909: Combined sewer lining. (Nonassessable Sewer Maintenance Relay Fund -- \$196,000). The total estimated cost for this project including the requested amount is \$208,000. This project is anticipated to be completed during the 2010 construction season.

E. North Ave. - N. Holton St. to 150 feet m/l east of N. Booth St. (WT410100017) File Number 090316: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$19,000; Nonassessable Water Fund Budget Line 6410 -- \$221,000). The total estimated cost for this project including the requested amount is \$240,000. This project is anticipated to be completed during the 2010 construction season.

#### 7th Aldermanic District

W. Auer Ave. - N. 37th St. to N. 38th St. (SM495100015) File Number 090971: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$59,000). The total estimated cost for this project including the requested amount is \$71,000. This project is anticipated to be completed during the 2010 construction season. - Note: On Resolution 090971, the Project Grant was SW495100015.

W. Roosevelt Dr. - N. 39th St. to N. 41st St. (SM495090080) File Number 090762: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$286,000). The total estimated cost for

this project including the requested amount is \$298,000. This project is anticipated to be completed during the 2010 construction season.

N. 37th St. - 150 feet m/l north of W. Burleigh St. to W. Fond du Lac Ave. (SM495090007) File Number 081489: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$108,000). The total estimated cost for this project including the requested amount is \$123,000. This project is anticipated to be completed during the 2010 construction season.

#### 10th Aldermanic District

N. 91st St. - W. Park Hill Ave. to W. St. Paul Ave. (WT410100003) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$16,000; Nonassessable Water Fund Budget Line 6410 -- \$179,000). The total estimated cost for this project including the requested amount is \$195,000. This project is anticipated to be completed during the 2010 construction season.

#### 11th Aldermanic District

W. Crawford Ave. - S. 84th St. to S. 87th St. (WT410100004) File Number 081489: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$21,000; Nonassessable Water Fund Budget Line 6410 -- \$244,000). The total estimated cost for this project including the requested amount is \$265,000. This project is anticipated to be completed during the 2010 construction season.

W. Crawford Ave. - S. 88th St. to S. 89th St. (WT410100005) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$7,000; Nonassessable Water Fund Budget Line 6410 -- \$73,000). The total estimated cost for this project including the requested amount is \$80,000. This project is anticipated to be completed during the 2010 construction season.

#### 12th Aldermanic District

E. Oregon St. (Ext'd) - S. Barclay St. to S. Water St. (SM495070066) File Number 090972: Relay combined sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$60,000, Additional Funds). The total estimated cost for this project including the requested amount is \$286,000. This project is anticipated to be completed during the 2010 construction season.

S. 1st St. - S. Kinnickinnic Ave. to E. Maple St. (WT410100009) File Number 081489: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$18,000; Nonassessable Water Fund Budget Line 6410 -- \$212,000). The total estimated cost for this project including the requested amount is \$230,000. This project is anticipated to be completed during the 2010 construction season.

#### 13th Aldermanic District

Mitchell Interchange Work (SM495100033) File Number 091131: Relay sanitary sewer. (Nonassessable Sewer Maintenance Relay Fund -- \$131,000). The total estimated cost for this project is \$131,000. This project is anticipated to be completed during the 2010 construction season.

S. 58th St. - W. Forest Home Ave. to 300 feet south of W. Forest Home Ave. (WT410101423) File Number 081588: Relay water main. (Nonassessable Water Fund Budget Line 5010 -- \$6,000; Nonassessable Water Fund Budget Line 6410 -- \$64,000). The total estimated cost for this project including the requested amount is \$70,000. This project is anticipated to be completed during the 2010 construction season.

2010 construction season.

#### Various Locations

Alterations by Milwaukee Water Works Distribution Section prior to Paving (WT410101300) File Number 091131: Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$15,000; Nonassessable Water Fund Budget Line 6410 -- \$35,000). The total estimated cost for this project including the requested amount is \$50,000. This project is anticipated to be completed during the 2010 construction season.

Water Main Alterations by Private Contractor prior to Paving (WT410101500) File Number 091131: Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$18,000; Nonassessable Water Fund Budget Line 6410 -- \$217,000). The total estimated cost for this project including the requested amount is \$250,000. This project is anticipated to be completed during the 2010 construction season.

Water Main Alterations by Private Contractor prior to Sewer Construction (WT410101700) File Number 091131: Alterations. (Nonassessable Water Fund Budget Line 5010 -- \$7,500; Nonassessable Water Fund Budget Line 6410 -- \$177,500). The total estimated cost for this project including the requested amount is \$200,000. This project is anticipated to be completed during the 2010 construction season.

; now, therefore, be it

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

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

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

Requestor  
Infrastructure Services Division  
Drafter  
MLD:dr  
Nfr 6  
12/30/09

December 11, 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 January 6, 2010.

Respectfully submitted,

Special Deputy Commissioner  
of Public Works

MLD:dr  
Title only  
Nfr 6

# CITY OF MILWAUKEE FISCAL NOTE

CC-170 (REV. 6/86)

**A) DATE:** December 30, 2009

**FILE NUMBER:** 091132

**Original Fiscal Note** ☐ **Substitute** ☒

**SUBJECT:** Substitute resolution approving construction of nonassessable public improvements at various locations and appropriating funds for these purposes with the City construction cost estimated to be \$4,085,000 for a total estimated cost of these projects being \$4,470,000.

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

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

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

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
<b>SALARIES/WAGES:</b>					
<b>SUPPLIES:</b>					
<b>MATERIALS:</b>					
<b>NEW EQUIPMENT:</b>					
<b>EQUIPMENT REPAIR:</b>					
<b>OTHER Structure</b>					
<b>Water</b>	WT410		\$2,270,000		
<b>Sewer</b>	SM495		\$1,815,000		
<b>TOTALS:</b>			\$4,085,000		

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

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

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

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

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## PW FILE NUMBER: 091132

[illegible]





## Legislation Details (With Text)

---

**File #:** 090200      **Version:** 1

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution amending a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters for the premises at 1673-77 North Farwell Avenue, in the Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition and Drawing, Dept of Public Works cover letter, Fiscal note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/23/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number

090200

Version

SUBSTITUTE 1

Reference

081498

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters for the premises at 1673-77 North Farwell Avenue, in the Aldermanic District.

Analysis

This resolution amends a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters encroaching into East Brady Street for the premises at 1673-77 North Farwell Avenue.

Body

Whereas, Mike Nova, a tenant of the subject premises, requested permission to construct and maintain a covered walk in the public right-of-way; and

Whereas, Special privileges are normally granted to property owners; and

Whereas, Mark Saigh owns the property and he has confirmed via telephone conversation that he is amenable to the installation of the covered walk and that he will take responsibility for the duties of this special privilege; and

Whereas, A site visit revealed the presence of two additional moveable planters adjacent to the new covered walk and that the existing dumpster enclosure has been replaced; and

Whereas, Said covered walk, moveable planters and new dumpster enclosure may only legally encroach into the public right-of-way by the granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Common Council Resolution File Number 081498 is hereby rescinded; and, be it

Further Resolved, That Mark Saigh, c/o Mimi Trust, 1325 East Altadena Drive, Altadena, California 91001 is hereby granted the following special privileges:

1. To construct and maintain a covered walk projecting 11 feet into the south, 13-foot wide sidewalk area of East Brady Street. Said 6-foot wide covered walk is centered approximately 64 feet west of the westline of North Farwell Avenue. The covered walk is supported by the building at one end and by vertical supports located approximately 2 feet from the curb line. The minimal vertical clearance between the skirt of the covered walk and the sidewalk below is 8 feet.
2. To keep and maintain a covered walk projecting 9 feet into the west, 11-foot wide sidewalk area of North Farwell Avenue. Said 6-foot 10-inch wide covered walk is centered approximately 46 feet southerly of southline of East Brady Street. The covered walk is supported by the building at one end and by vertical supports located approximately 2 feet from the curb line. The minimal vertical clearance between the skirt of the covered walk and the sidewalk below is 8 feet.

Said covered walks of items #1 and #2 above shall generally be constructed in accordance with the policies set forth in Common Council Resolution File Number 62-1211-a, adopted July 24, 1962. The covered walk frames shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the sidewalk level. The coverings shall be of approved material. All fixtures and materials for illumination of the covered walks shall be indicated on the construction plans and approved prior to installation. No sign or advertising device shall be hung from, attached to, printed or painted on any part of the covered walks. The name, street number, or character of the business may be indicated only on the vertical portion of the covering and shall not exceed 8 inches in height.

Due to the premium of parking in the vicinity of the subject premises, the grantee is not required to keep a "Loading Zone" or "No Parking" status adjacent to the covered walks.

3. To keep, use and maintain a 7-foot tall wood fence-like enclosure for concealing a dumpster, projecting 4 feet 7 inches into the south, 13-foot sidewalk area of East Brady Street. Said enclosure is 11 feet 10 inches long and is centered approximately 43 feet west of the westerly line of North Farwell Avenue.

4. To keep and maintain two "urn" type moveable planters being 1 foot 6 inches in diameter and two feet 6 inches tall in the 13-foot sidewalk area of East Brady Street. Said planters are located against the building face on either side of the doorway centered approximately 64 feet west of the westerly line of North Farwell Avenue.

5. To keep and maintain four "whiskey barrel" type moveable planters being 1 foot 6 inches in diameter and 2 feet tall. Three of the planters are located in the south, 13-foot wide sidewalk area of East Brady Street. The other planter is located in the westerly, 11-foot wide sidewalk area of North Farwell Avenue.

6. To keep and maintain a concrete step projecting 1 foot into the south, 13-foot wide sidewalk area of East Brady Street. Said step is 6 feet 7 inches long and is centered approximately 64 feet west of the westerly line of North Farwell Avenue.

7. To keep and maintain a cigarette butt container in the westerly, 11-foot wide sidewalk area of North Farwell Avenue. Said container is 1 foot 6 inches in diameter and 3 feet tall. The container is located adjacent to the entrance of the premises at 1677 North Farwell Avenue which is presently a Starbucks coffee shop.

Said above-mentioned items shall be used, kept, and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services. All necessary permits shall have been obtained prior to the granting of this special privilege.

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 accepting this special privilege the grantee, Mark Saigh, 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 they 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 \$514.33. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of the Department of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requester

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

November 18, 2009

090200

## PETITION FOR A SPECIAL PRIVILEGE

SP

2462

\$250.00 Publication Fee

Must Accompany This Petition

SUBMIT PETITION IN DUPLICATE

MAY 29 2009

20

To the Honorable, The Common Council of the City of Milwaukee:

The Licensee

Mike Nova

(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as

1437 E. Brady St. 62

(Street Address and Zip Code)

in the 3 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:

Special priv.

(Here describe the privilege)

walk way canopy  
Covered walk

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, to furnish a bond and 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):

Mike Nova dba Salon Nova

(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:

[Signature]

(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: \_\_\_\_\_

(If applicable, as shown above)

Mailing Address (If different than property address above): \_\_\_\_\_

City:

Milwaukee

State:

WI

Zip:

53202

Telephone:

414

273-6682

E-Mail: \_\_\_\_\_

(OVER)

Architect/Engineer/Contractor (If Applicable)

Name: DAW Hodges - Naegle Avenue Co.

Address: 1120 W. Lincoln

City: Milw State: WI Zip: 53215

Telephone: 414.645.2862 E-Mail: wedownings@SBCGLOBAL.NET

FILE WITH CITY CLERK LICENSE DIVISION ROOM 105, CITY HALL, 200 EAST WELLS STREET, 414-286-2238.  
Make check payable to "City of Milwaukee".

CITY OF MILWAUKEE  
2009 JUN 3 PM 3:46  
RONALD D. LEONHART  
CITY CLERK

# NAEGELE AWNING COMPANY

1120 W. LINCOLN AVE

MILWAUKEE, WI 53215

DAN 414.517.4643, FAX 414.645.2863

DATE:

farewell

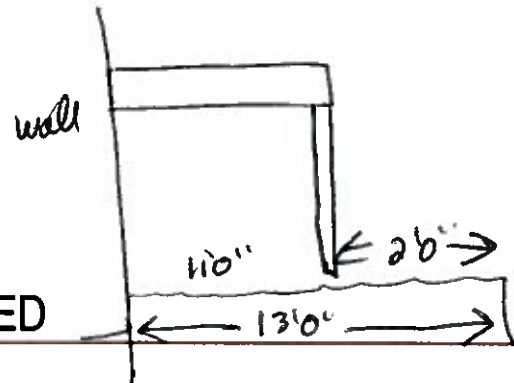


1437 e. brady st.

JOB: milwaukee, wi 53202

salon nova

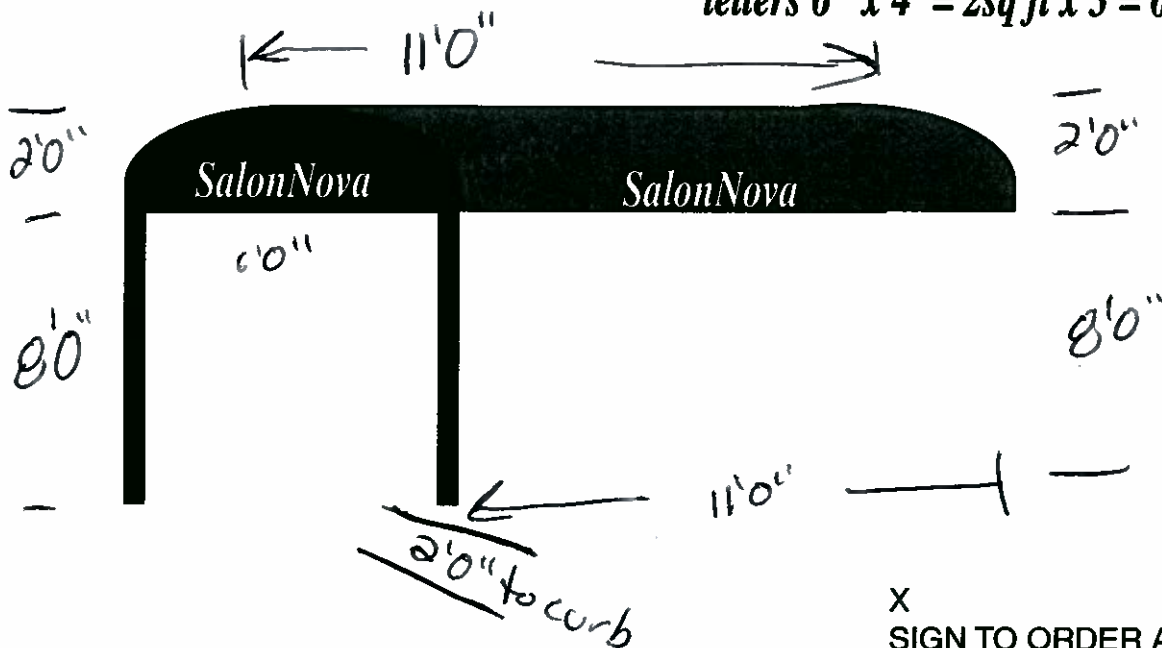
273-6682



## WORK PERFORMED

new walkway canopy over sidewalk, 6' wide,  
black sunbrella fabric with white letters

letters 6" x 4" = 2sq ft x 3 = 6 total sq ft



X  
SIGN TO ORDER AND FAX

COMPLETE AND INSTALLED  
PERMITS EXTRA PAID BY OWNER

TOTAL COST: \$

November 18, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090200

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090200, amending a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters encroaching into East Brady Street for the premises at 1673-77 North Farwell Avenue.

Mark Saigh requested permission to install and maintain a covered walk and to keep and maintain a dumpster enclosure, moveable planters, and a concrete step in the public right-of-way. Permission was granted in 2009 under Common Council Resolution File Number 081498. Since the original dumpster enclosure was in disrepair, the owner has replaced it. It should be noted that, with the construction of the new dumpster enclosure, the clear sidewalk width between the enclosure and an adjacent streetlight pole has been increased to the required 5 feet.

The current request is to install and maintain a second covered walk in the south, 13-foot wide sidewalk area of East Brady Street. The 6-foot wide covered walk projects 11 feet into the sidewalk area at a point approximately 64 feet west of the westerly line of North Farwell Avenue. A site visit revealed two "urn" style moveable planters located adjacent to the aforementioned covered walk abutting the building face.

We are not aware that the presence of said items will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to 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 Nik Kovac



# CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 18, 2009FILE NUMBER: 090200Original Fiscal Note ☒ Substitute ☐

SUBJECT: Substitute resolution amending a special privilege to Mark Saigh for addition of a second covered walk and a pair of moveable planters for the premises at 1673-77 North Farwell Avenue.

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	\$514.33	
TOTALS				\$514.33	

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) \$514.33
<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 ☐

## PW FILE NUMBER: 090200

[illegible]



## Legislation Details (With Text)

**File #:** 090265      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 6/16/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution amending a special privilege to Hooligan's Super Irish Deli & Bar Inc for addition of an awning with supports and removal of a concrete step and covered walk in the public right-of-way for the premises at 2017 East North Avenue, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition with Drawing and Picture, Dept of Public Works cover letter, Fiscal note, Pictures and map, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
6/16/2009	0	COMMON COUNCIL	ASSIGNED TO		
6/18/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/23/2009	1	CITY CLERK	DRAFT SUBMITTED		

Number  
090265  
Version  
SUBSTITUTE 1  
Reference  
980400  
Sponsor  
THE CHAIR  
Title

Substitute resolution amending a special privilege to Hooligan's Super Irish Deli & Bar Inc for addition of an awning with supports and removal of a concrete step and covered walk in the public right-of-way for the premises at 2017 East North Avenue, in the 3<sup>rd</sup> Aldermanic District.

#### Analysis

This resolution amends a special privilege to Hooligan's Super Irish Deli & Bar Inc for removal of a concrete step and covered walk from the public right-of-way and for addition of an awning with supports in the public right-of-way for the premises at 2017 East North Avenue.

#### Body

Whereas, Hooligan's Super Irish Deli & Bar Inc requested permission to install and maintain a covered walk, concrete step, and excess door swing in the public right-of-way; and

Whereas, Permission for said items was granted in 1998 under Common Council Resolution File Number 980400; and

Whereas, The concrete step and covered walk have been removed from the public right-of-way; and

Whereas, The applicant now desires to install an awning with supports; and

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

Resolved, By the Common Council of the City of Milwaukee, that Common Council Resolution File Number 980400 is hereby rescinded; and, be it

Further Resolved, That Hooligan's Super Irish Deli & Bar Inc, 2017 East North Avenue, Milwaukee, WI 53202 is granted the following special privileges:

1. To install and maintain an awning with supports in the south 15-foot wide sidewalk area of East North Avenue. There are two sections of awning; the west section projects 6 feet 9 inches into the public way and commences at a point approximately 20 feet east of the northerly line of East Ivanhoe Place extending east 33 feet 6 inches. The east awning section projects 5 feet into the public way and commences at a point approximately 53 feet 6 inches east of the northerly line of East Ivanhoe Place extending east 17 feet.

Said awning with supports will be generally constructed in accordance with the policies set forth in Common Council Resolution File Number 62-1211-a, adopted July 24, 1962. The awning frame shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the adjacent pavement level. The coverings shall be of approved material. All fixtures and materials for illumination of the covered walks shall be indicated on the construction plans and approved prior to installation. No sign or advertising

device shall be hung from, attached to, printed or painted on any part of the covered walks. The name, street number, or character of the business may be indicated only on the vertical portion of the covering and shall not exceed 8 inches in height.

This special privilege does not eliminate any permit requirements for a sidewalk café in the vicinity of the awning with supports.

Due to the high demand for parking in the vicinity of the subject premises, the grantee is not required to keep a "Loading Zone" or "No Parking" status adjacent to the awning with supports.

2. To keep and maintain a door swing projecting up to 3 feet into the south, 15-foot wide sidewalk area of East North Avenue in excess of the 12 inches allowed under Section 245-4-8 of the Milwaukee Code of Ordinances. Said door is centered approximately 55 feet east of the northerly line of East Ivanhoe Place.

Said above-mentioned items shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Hooligan's Super Irish Deli & Bar Inc, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the 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. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$249.42. 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.
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  
November 17, 2009

090265



# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (6/09)

SP 2467

☐ New application \$250.00 Fee

☒ Amendment to add items to Special Privilege # 1782 (CC 980400)

(\$125.00 Fee)

☐ Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)

☐ Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](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 Hooligans Super Irish Deli & Bar Inc  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 2017 E North Ave  
(Street Address and Zip Code)

in the 3<sup>rd</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: Addition of an awning with supports bolted to the public sidewalk

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): John L. Sidorff  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: John L Sidorff  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Hooligans Super Irish Deli & Bar Inc  
(If applicable, as shown above)

(OVER)

Mailing Address (If different than property address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: 414-273-5230 E-Mail: hooligans@milwpc.com

Architect/Engineer/Contractor (If Applicable)

Name: Naegle Awning - DAN Hodges

Address: 1120 W. LINCOLN

City: Milwaukee State: WI Zip: 53215

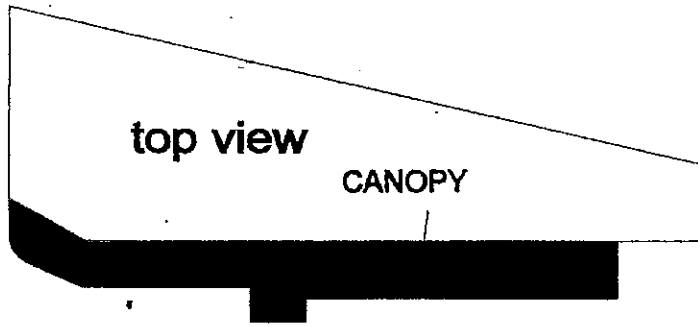
Telephone: 645-2862 E-Mail: WCDDAWNINGS@SBCGLOBAL.NET

CITY OF MILWAUKEE  
2009 JUN 16 AM 10:47  
RONALD D. LEONHART  
CITY CLERK

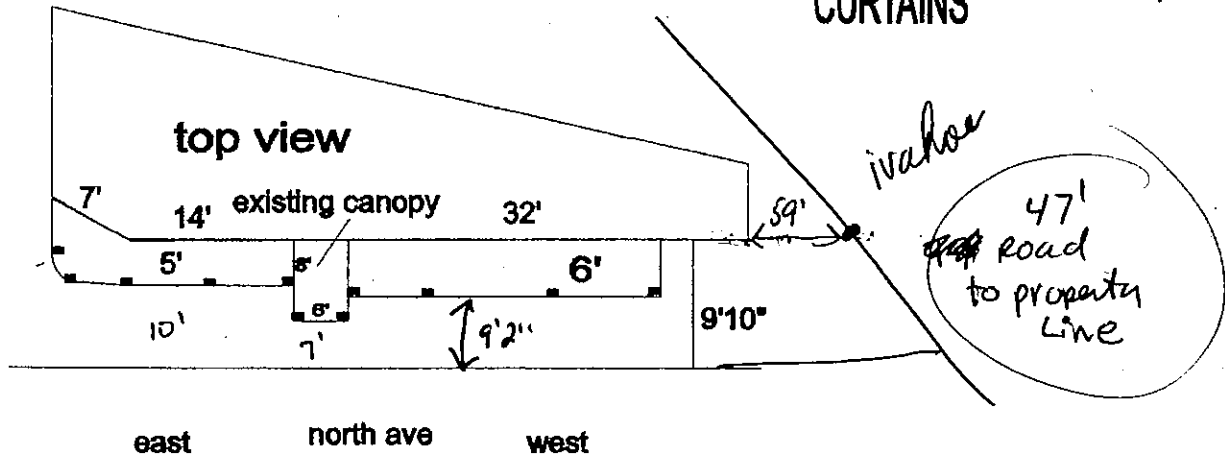


HOOGLGANS  
2017 E. NORTH AVE  
MILWAUKEE, WI

DAN 414.517.4643



NEW CANVAS BLACK AWNING  
ON EACH SIDE OF EXISTING  
CANOPY WITH SUPPORTS TO  
SIDEWALK AND ROLL UP CLEAR  
CURTAINS



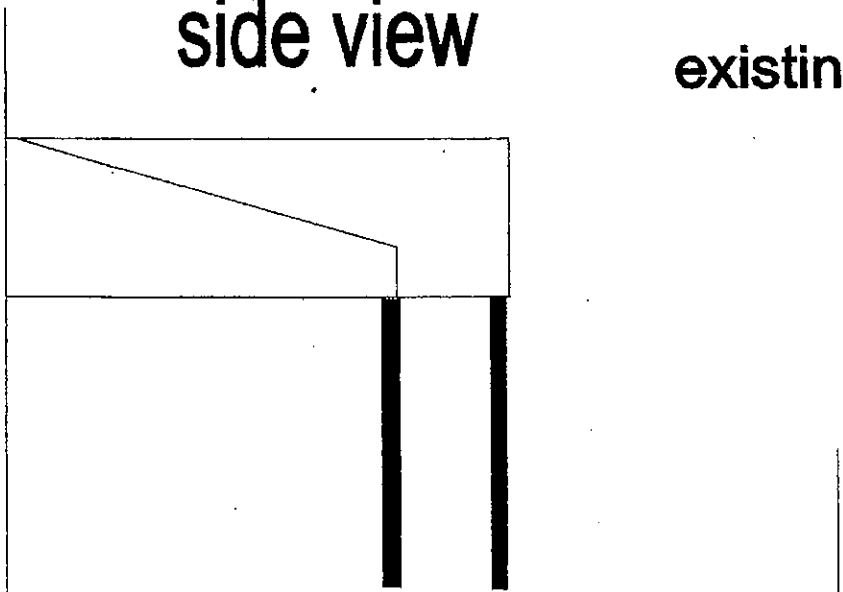
side view

existing canopy

Andrea

4'

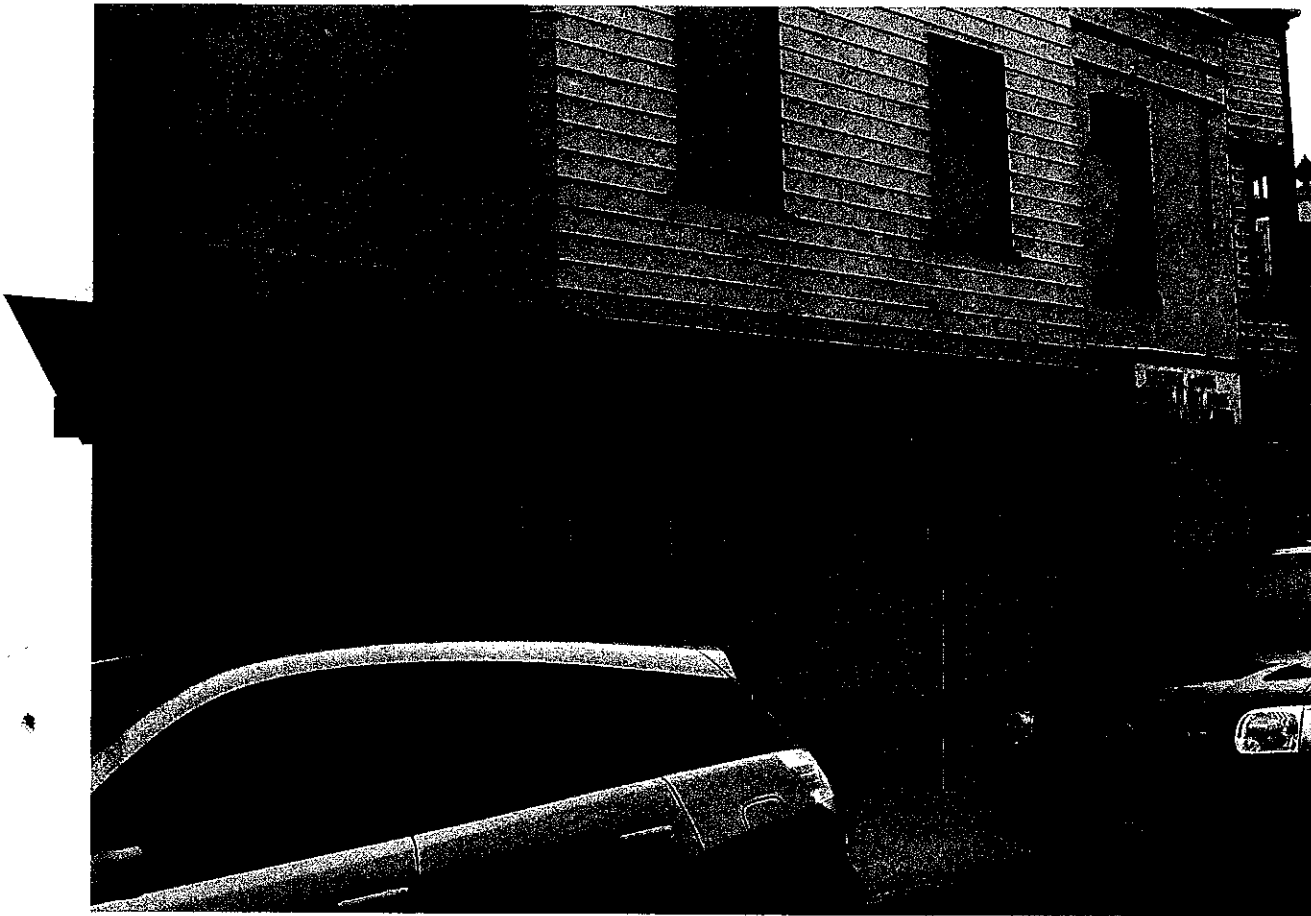
8'



9'10"

15'2" →

**HOOIGANS**  
**2017 E. NORTH AVE**



**NEW BLACK AWNINGS SUNBRELLA**  
**GOLD LETTERS 6" HIGH**  
**SUPPORTS AND ROLL UP CLEAR VINYL**

November 17, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090265

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090265, amending a special privilege to Hooligan's Super Irish Deli & Bar Inc for addition of an awning with supports and removal of a concrete step and covered walk in the public right-of-way for the premises at 2017 East North Avenue.

Hooligan's Super Irish Deli & Bar Inc requested permission to install and maintain a covered walk, concrete step, and excess door swing in the public right-of-way. Permission was granted in 1998 under Common Council Resolution File Number 980400. Subsequently, the step was removed from the public right-of-way.

The current request is to replace the covered walk with an awning with supports. Said awning with supports is comprised of two sections. The west section projects 6 feet 9 inches into the public way and commences at a point approximately 20 feet east of the northerly line of East Ivanhoe Place extending east 33 feet 6 inches. The east awning section projects 5 feet into the public way and commences at a point approximately 53 feet 6 inches east of the northerly line of East Ivanhoe Place extending east 17 feet. It should be noted that there is a minimum 5-foot width available for pedestrian traffic between the awning legs and any other items within the south sidewalk area of East North Avenue.

We are not aware that the presence of said awning with legs and excess door swing will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to 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 Nik Kovac

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 17, 2009FILE NUMBER: 090265Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution amending a special privilege to Hooligan's Super Irish Deli & Bar Inc for addition of an awning with supports and removal of a concrete step and covered walk in the public right-of-way for the premises at 2017 East North Avenue.

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	\$249.42	
TOTALS				\$249.42	

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) \$249.42
<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

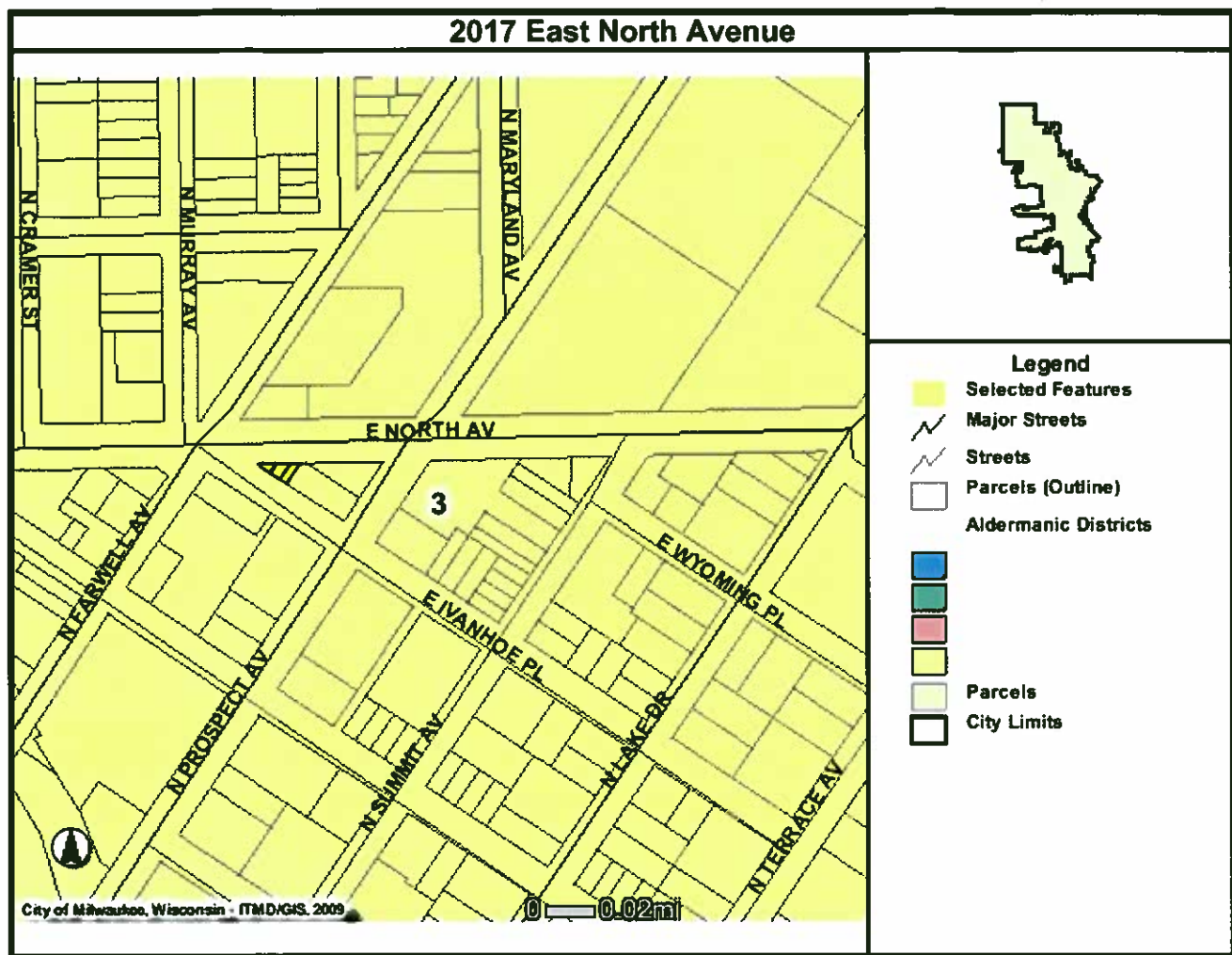
PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



CCF 090265 2017 E North Ave 11-12-2009  
Looking S'ly across North Ave at awning  
with leg supports.



CCF 090265 2017 E North Ave 11-12-2009  
Looking W towards Ivanhoe Pl at awning in  
South sidewalk area of North Ave.





## PW FILE NUMBER: 090265

[illegible]





## Legislation Details (With Text)

<b>File #:</b>	090293	<b>Version:</b>	1
<b>Type:</b>	Resolution	<b>Status:</b>	In Committee
<b>File created:</b>	7/7/2009	<b>In control:</b>	PUBLIC WORKS COMMITTEE
<b>On agenda:</b>		<b>Final action:</b>	
<b>Effective date:</b>			
<b>Title:</b>	Substitute resolution amending a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee, Inc. for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue, in the 3rd Aldermanic District.		
<b>Sponsors:</b>	THE CHAIR		
<b>Indexes:</b>	SPECIAL PRIVILEGE PERMITS		
<b>Attachments:</b>	Special Privilege Petition, Dept of Public Works cover letter, Fiscal note, Pictures and map, Hearing Notice List		

Date	Ver.	Action By	Action	Result	Tally
7/7/2009	0	COMMON COUNCIL	ASSIGNED TO		
7/8/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/23/2009	1	CITY CLERK	DRAFT SUBMITTED		

**Number**

090293

**Version**

SUBSTITUTE 1

**Reference**

941959

**Sponsor**

THE CHAIR

**Title**

Substitute resolution amending a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee, Inc. for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue, in the 3<sup>rd</sup> Aldermanic District.

**Analysis**

This resolution amends a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee Inc for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue.

**Body**

Whereas, Columbia Hospital requested permission to install and maintain three informational/directional signs and concrete curbing in the public right-of-way; and

Whereas, Permission for said items was granted in 1995 under Common Council Resolution File Number 941959; and

Whereas, The current property owner is Columbia St. Mary's Hospital Milwaukee Inc; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Common Council Resolution File Number 941959 is hereby rescinded; and, be it

Further Resolved, That Columbia St. Mary's Hospital Milwaukee Inc, ATTN: Legal Department, 4425 North Port Washington Road, Glendale, WI 53212 is hereby granted the following special privileges:

1. To keep and maintain three free-standing, electric informational/directional signs and any appurtenant electrical conduit to power the signs. Said signs are centered approximately 147, 232 and 287 feet east of the eastline of North Cramer Street and project 1 foot 11 inches into the north 15-foot wide sidewalk area of East Hartford Avenue. The signs face in an east-west direction such that traffic on East Hartford Avenue can easily read said signs.

2. To keep and maintain three sections of concrete curbing located approximately 152, 227 and 282 feet east of the eastline of North Cramer Street and projecting a maximum of 5 feet into the public way. The total area occupied by said curbing is 7.5 square feet.

Said above-mentioned items shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

Said items shall be maintained or removed from the public right-of-way, at such future time as they are no longer needed, to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.  
; and, be it

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Columbia St. Mary's Hospital Milwaukee Inc, shall:

1. Become primarily liable for damages to persons or property by reason of the granting of this special privilege.
2. File with the 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. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.

3. Pay to the City Treasurer an annual fee, which has an initial amount of \$69.40. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.

4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.

5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.

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

Department of Public Works

**Drafter**

Infrastructure Services Division

MDL:ns

November 19, 2009

090293



# PETITION FOR A SPECIAL PRIVILEGE

cc1-246 (6/09)

SP 2469

- ☐ 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 # 1525 (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 Columbia St Mary's Hospital Milwaukee, Inc.  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 2025 E Newport Ave 53211  
(Street Address and Zip Code)

in the 3<sup>rd</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: Amendment for ~~change of ownership~~ name change secondary to merger of corporations

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): Amy L Marguardt  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: [Signature]  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Columbia St Mary's Hospital Milwaukee, Inc.  
(If applicable as shown above)

(OVER)

ATTN: LEGAL DEPT. 4425 N. PORT WASHINGTON RD.  
Mailing Address (If different than property address above):

City: GLENDALE State: WI Zip: 53212

Telephone: (414) 326-1344 E-Mail: AMARQUAR @ COLUMBIA-SMARTS.ORG

Architect/Engineer/Contractor (If Applicable)

Name: N/A

Address:

City: State: Zip:

Telephone: E-Mail:

CITY OF MILWAUKEE  
2009 JUN 26 AM 10:36  
RONALD D. LEONHART  
CITY CLERK

November 19, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090293

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090293, amending a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee Inc for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue.

Columbia Hospital requested permission to install and maintain three informational/directional signs and concrete curbing in the public right-of-way. Permission for said items was granted in 1995 under Common Council Resolution File Number 941959.

We are not aware that the presence of said items has had or will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to continue to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

Art Dahlberg, Commissioner  
Department of Neighborhood Services

MDL: ns

Attachment

c: Alderman Nik Kovac

## CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 19, 2009FILE NUMBER: 090293Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution amending a special privilege for change of ownership to Columbia St. Mary's Hospital Milwaukee Inc for three informational/directional signs and concrete curbing in the public right-of-way for the premises at 2015-25 East Newport Avenue.

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	\$69.40	
TOTALS				\$69.40	

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) \$69.40
<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 ☐

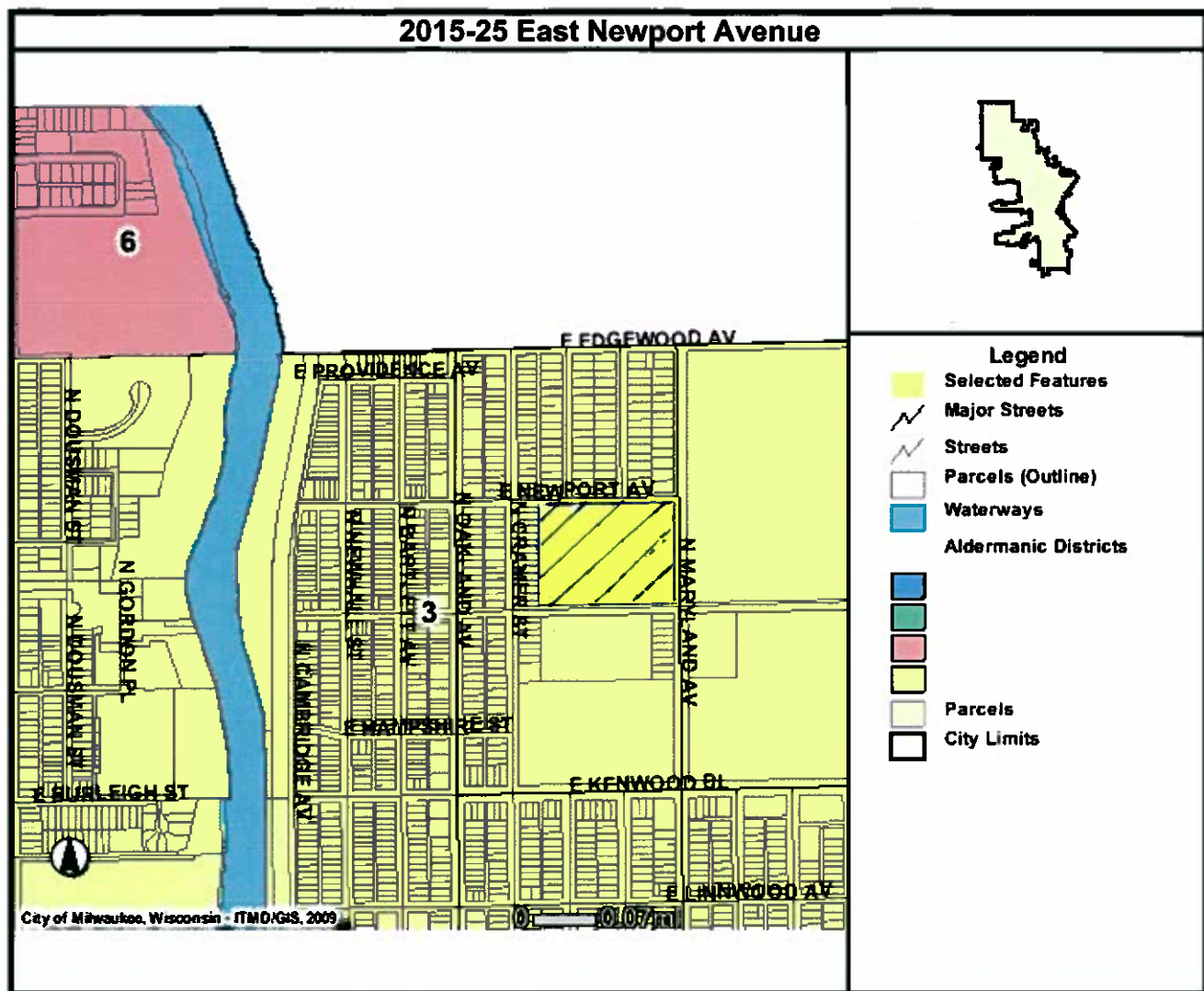


CCF 090293 2015-25 E Newport Ave 11-18-2009  
Looking W towards Cramer St at sign and  
concrete curb in N sidewalk area of E Hartford Ave.





CCF 090293 2015-25 E Newport Ave 11-18-2009  
Looking E at two signs and concrete curbing in  
N sidewalk area of E Hartford Ave.



## PW FILE NUMBER: 090293

[illegible]



## Legislation Details (With Text)

**File #:** 080942      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 10/29/2008      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution granting a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 North Water Street, in the 3rd Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition, Drawing, Cover letter from Dept of Public Works, Fiscal note, Pictures, Map, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/29/2008	0	COMMON COUNCIL	ASSIGNED TO		
10/30/2008	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/22/2009	1	CITY CLERK	DRAFT SUBMITTED		
12/23/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

080942

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 North Water Street, in the 3<sup>rd</sup> Aldermanic District.

Analysis

This resolution grants a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 North Water Street, also known as 1551 North Water Street.

Body

Whereas, North End Phase I LLC, the applicant, has constructed an apartment building at the subject premises; and

Whereas, To beautify the area adjacent to the new apartment building, the applicant is requesting permission to install private light fixtures with electrical outlets and associated electrical wiring in the public right-of-way; and

Whereas, A site visit revealed the presence of raised stationary planters in the public right-of-way; and

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

Resolved, By the Common Council of the City of Milwaukee that North End Phase I LLC, C/O Mandel Group Inc, 301 East Erie Street, Milwaukee, WI 53202 is hereby granted the following special privileges:

1. To construct and maintain 16 private light fixtures with electrical outlets for the purpose of up-lighting the adjacent building and providing electricity for holiday lighting on the area street trees. Said light fixtures with electrical outlets are mounted on top of 1-foot diameter concrete sonotube foundations which are centered approximately 6 feet easterly of the westerly line of North Water Street. There are two light fixtures with outlets in each of 8 raised planter beds adjacent to the subject property.
2. To construct and maintain electrical conduit and wiring for the aforementioned private light fixtures and electrical outlet boxes. Said conduits project perpendicularly from the westerly line of North Water Street 8 feet at points approximately 30, 70, 110, 147, 199, 256, 296 and 336 feet east of the east line of North Milwaukee Street.
3. To construct and maintain 8 stationary planters in the westerly, 10-foot wide sidewalk area of North Water Street. Said planters are centered 6 feet east of the westerly of North Water Street, measure 5 feet wide, measure 25 feet long, and are surrounded by a 5-inch tall, 6-inch wide curb head. The southerly end of each planter is located approximately 12, 52, 97, 137, 157, 211, 256 and 296 feet northerly of the easterly line of North Milwaukee Street. Total length of the curb head is 464 feet.

Said 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, North End Phase I 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 they 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 \$558.82. 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.
7. Provide and maintain a sidewalk for pedestrian traffic that is clear of all obstructions and that is a minimum of 5 feet wide.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

December 10, 2009

080942

## PETITION FOR A SPECIAL PRIVILEGE

SP

24413

\$250.00 Publication Fee

Must Accompany This Petition

SUBMIT PETITION IN DUPLICATE

OCT 21 2008

, 20

To the Honorable, The Common Council of the City of Milwaukee:

The Licensee North End Phase I LLC  
(Name of Individual, Partners, Corporation or LLC)being the owners of the following property known by street address as 1551 N. Water Street, 53202  
(Street Address and Zip Code)in the 3rd Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:

Installation and maintenance of lighting (6 fixtures total) and  
(Here describe the privilege)  
quad receptacles (6 receptacles total) in Water Street planting beds  
along with associated electrical conduit as shown on attached plans.

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, to furnish a bond and 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.

By: North End Phase I LLC  
By: Mandel Group, Inc., Its Manager

Name (Please Print): Robert B. Mcnatt  
(Individual, Partner, or Agent if corporation or LLC as shown above)Signature: [Signature]  
(Individual, Partner, or Agent if corporation or LLC)Corporation or LLC Name: North End Phase I LLC  
(If applicable, as shown above)Mailing Address (If different than property address above): 301 E. Erie St.City: Milwaukee State: WI Zip: 53202Telephone: 414-347-3600 E-Mail: paicello@mandelgroup.com

(OVER)

Architect/Engineer/Contractor (If Applicable)

Name: Engberg Anderson ; Eric Pento

Address: 320 E. Buffalo St - Suite 500

City: Milwaukee, WI State: WI Zip: 53202

Telephone: 414-944-9000 E-Mail: ericp@eadp.com

FILE WITH CITY CLERK LICENSE DIVISION ROOM 105, CITY HALL, 200 EAST WELLS STREET, 414-286-2238.  
Make check payable to "City of Milwaukee".

Engineer

Sigma Development, Inc.; James Leedom  
1300 W. Canal St.  
Milwaukee, WI 53233  
414-643-4200  
jleedom@thesigmagroup.com

Contractor

KBS Construction, Inc.; Klaus Lemke  
4425 W. Mitchell St.  
Milwaukee, WI 53214  
414-645-5685  
klemke@kbsconstruction.com

CITY OF MILWAUKEE  
2008 OCT 24 AM 10:55  
RONALD D. LEONHARDT  
CITY CLERK



**Milwaukee Street**

**3**

FUTURE BUILDING  
22 UNITS

**2**

FUTURE BUILDING  
60 UNITS

FUTURE PHASES

PHASING LINE

LANDSCAPED COURTYARD OVER TWO-LEVEL  
PRECAST CONCRETE PARKING STRUCTURE

**B**

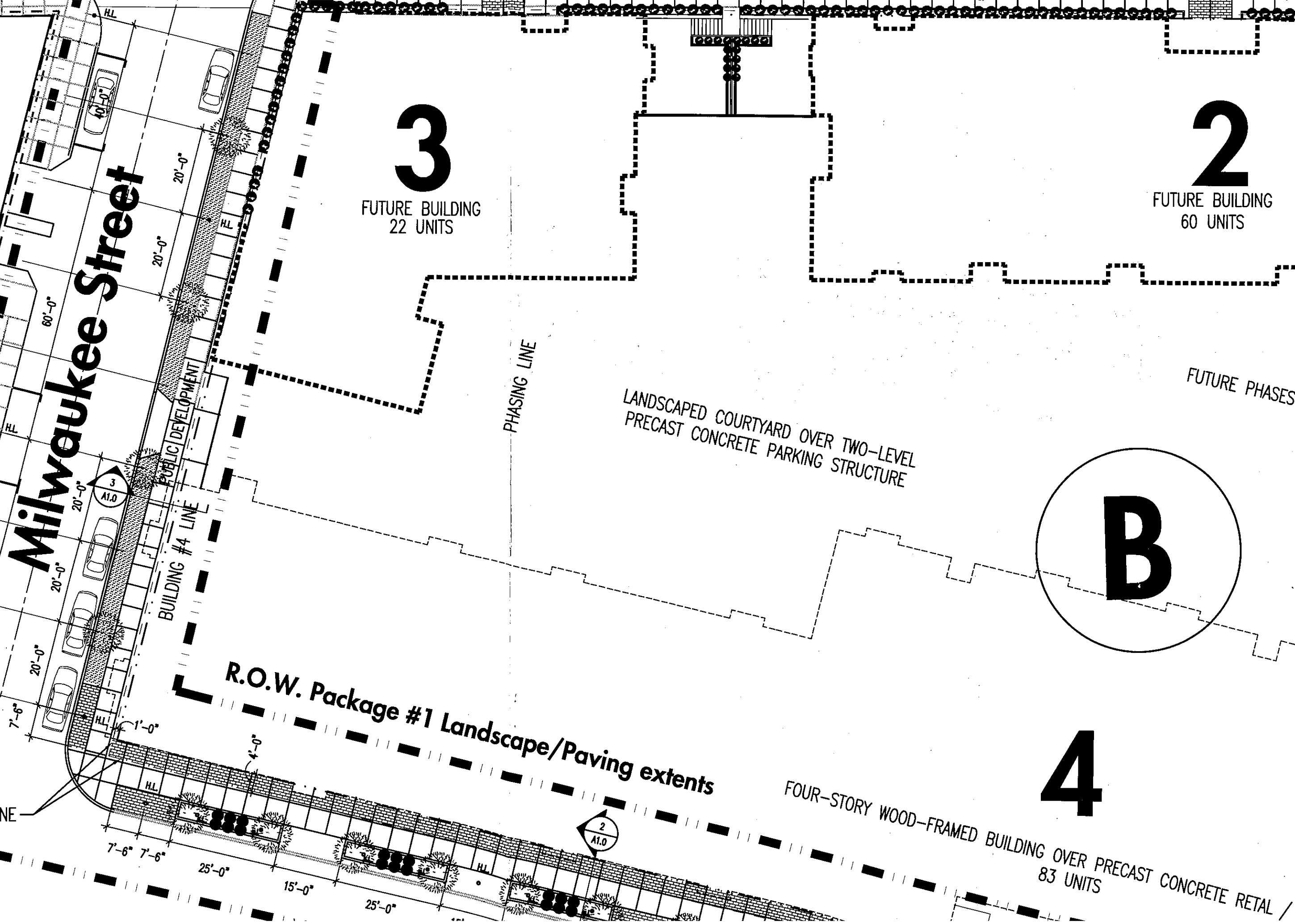
**R.O.W. Package #1 Landscape/Paving extents**

**4**

FOUR-STORY WOOD-FRAMED BUILDING OVER PRECAST CONCRETE RETAL / F  
83 UNITS

PUBLIC DEVELOPMENT  
BUILDING #4 LINE

PROPERTY LINE



December 10, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 080942

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 080942, granting a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 North Water Street, also known as 1551 North Water Street.

North End Phase I LLC has constructed an apartment building at the subject premises and is requesting permission to construct and maintain private light fixtures with electrical outlets in the public right-of-way in order to beautify the surrounding area. The lights will provide up-lighting for the new building while the outlets will allow for temporary installation of holiday lighting on the adjacent street trees. The light fixtures with electrical outlets are located within raised stationary planters that were revealed during a visit to the site.

Eight stationary planters, which are each 5 feet wide, are located adjacent to the subject premises in the westerly, 10-foot wide sidewalk area of North Water Street. The 25-foot long planters are all centered approximately 6 feet east of the westerly line of North Water Street and are surrounded by 5-inch tall, 6-inch wide concrete curbing. It should be noted that the property owner has allocated space on its property to provide the required 5 foot sidewalk width for pedestrian traffic. Additionally, the attached resolution includes a requirement that the property owner maintain a sidewalk for pedestrian traffic that is free of obstructions and that is 5 feet wide at minimum.

We are not aware that the presence of said items will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said items to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

Art Dahlberg, Commissioner  
Department of Neighborhood Services

MDL: ns  
Attachment  
c: Alderman Nik Kovac

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 10, 2009FILE NUMBER: 080942Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution granting a special privilege to North End Phase I LLC to construct and maintain stationary planters, private light fixtures with electrical outlets, and associated electrical wiring for the premises at 1531 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	\$558.82	
TOTALS				\$558.82	

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) \$558.82
<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 ☐



CCF 080942 1531 N Water St 12-3-2009  
Looking Southerly towards Milwaukee St at  
planters in westerly sidewalk area of Water.





CCF 080942 1531 N Water St 12-3-2009  
Closeup of private light fixture with  
electrical outlet.



## PW FILE NUMBER: 090942

[illegible]



## Legislation Details (With Text)

---

**File #:** 090850      **Version:** 1

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution granting a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue, in the 10th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Application, Dept of Public Works cover letter, Fiscal note, Survey, Drawing, Map provided by Dept of Public Works, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
11/3/2009	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		



Number

090850

Version

SUBSTITUTE 1

Reference

Sponsor

THE CHAIR

Title

Substitute resolution granting a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue, in the 10<sup>th</sup> Aldermanic District.

Analysis

This resolution grants a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue.

Body

Whereas, Educators Credit Union is requesting permission to construct and maintain an underground conduit for a fiber optic communications cable crossing under West Appleton Avenue; and

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

Resolved, By the Common Council of the City of Milwaukee, that Educators Credit Union, 7025 West Appleton Avenue, Milwaukee, WI 53216 is hereby granted the following special privilege:

To construct and maintain a 1 1/4 inch diameter conduit that will cross under West Appleton Avenue. Said conduit will commence at the westerly line of West Appleton Avenue at a point approximately 216 feet south of the southline of West Nash Street and will extend to the easterly line of West Appleton Avenue at a point approximately 240 feet south of the south line of West Vienna Avenue. The conduit will contain a fiber optic communications cable to serve a freestanding ATM. Total length of said conduit will be approximately 129 feet.

Said conduit shall be maintained or removed from the public right-of-way, at such future time as it is 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, Educators Credit Union, 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 they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.

Pay to the City Treasurer an annual fee, which has an initial amount of \$129.00. The subsequent annual fee is

subject to change pursuant to the annual fee schedule in effect at the time of annual billing.

3. 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.

4. 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 of each year.

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

Department of Public Works

\_Drafter

Infrastructure Services Division

MDL:ns

December 2, 2009

090850



# PETITION FOR A SPECIAL PRIVILEGE

cc1-246 (6/09)

SP 2486

☒ New application \$250.00 Fee

☐ Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)

☐ Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)

☐ Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](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 EDUCATORS CREDIT UNION  
(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 7025 W. APPLETON AVE. 53216  
(Street Address and Zip Code)

in the 10TH 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: ECU WISHES TO INSTALL A NEW BURIED FIBER OPTIC CABLE IN CONDUIT UNDER APPLETON AVENUE BETWEEN THEIR 7000 W. APPLETON AVE. & 7025 W. APPLETON AVE. SITES FOR DATA TRANSMISSION TO A REMOTE ATM UNIT.

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): JIM HOOPER, V.P. OF FACILITIES  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: Jim Hooper  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: EDUCATORS CREDIT UNION  
(If applicable, as shown above)  
(OVER)

Mailing Address (if different than property address above): 1400 N. NEWMAN ROAD

City: EAGLE State: WI Zip: 53406

Telephone: 262-884-6661 E-Mail: JHOOPER@ECU.COM

Architect/Engineer/Contractor (If Applicable)

Name: VINCENT D. MILEWSKI, FA, NCARB

Address: 10859 W. BLUEMOUND RD. SUITE 200

City: MILWAUKEE State: WI Zip: 53226

Telephone: 414-476-1212 x1 E-Mail: VINCE@MKE-AP.COM

December 2, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090850

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090850, granting a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue.

Educators Credit Union is requesting permission to construct and maintain a 1¼-inch diameter underground conduit for a fiber optic communications cable crossing under West Appleton Avenue. The conduit will provide communications service from the main credit union building at 7025 West Appleton Avenue to a new free-standing ATM to be located at 700 West Appleton Avenue.

We are not aware that the presence of said underground conduit will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said underground conduit 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 Michael Murphy

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 2, 2009FILE NUMBER: 090850Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution granting a special privilege to Educators Credit Union to construct and maintain an underground conduit connecting the premises at 7025 West Appleton Avenue to 7000 West Appleton Avenue.

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	\$129.00	
TOTALS				\$129.00	

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) \$129.00
<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:

Special Privilege Committee Fee Schedule

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

**LOCATION:** 7025 West Appleton Avenue, Milwaukee, Wisconsin  
7125 West Nash Street, Milwaukee, Wisconsin

**LEGAL DESCRIPTION:**

ALL OF CERTIFIED SURVEY MAP NO. 5408, Being a redivision of Lots 1 and 2, Block 8, Royal Park View, and part of Block 21 in Addition to Holy Cross Cemetery, all being a part of the Southeast 1/4 of the Northwest 1/4, Section 10, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

**LOCATION:** 7000 West Appleton Avenue, Milwaukee, Wisconsin

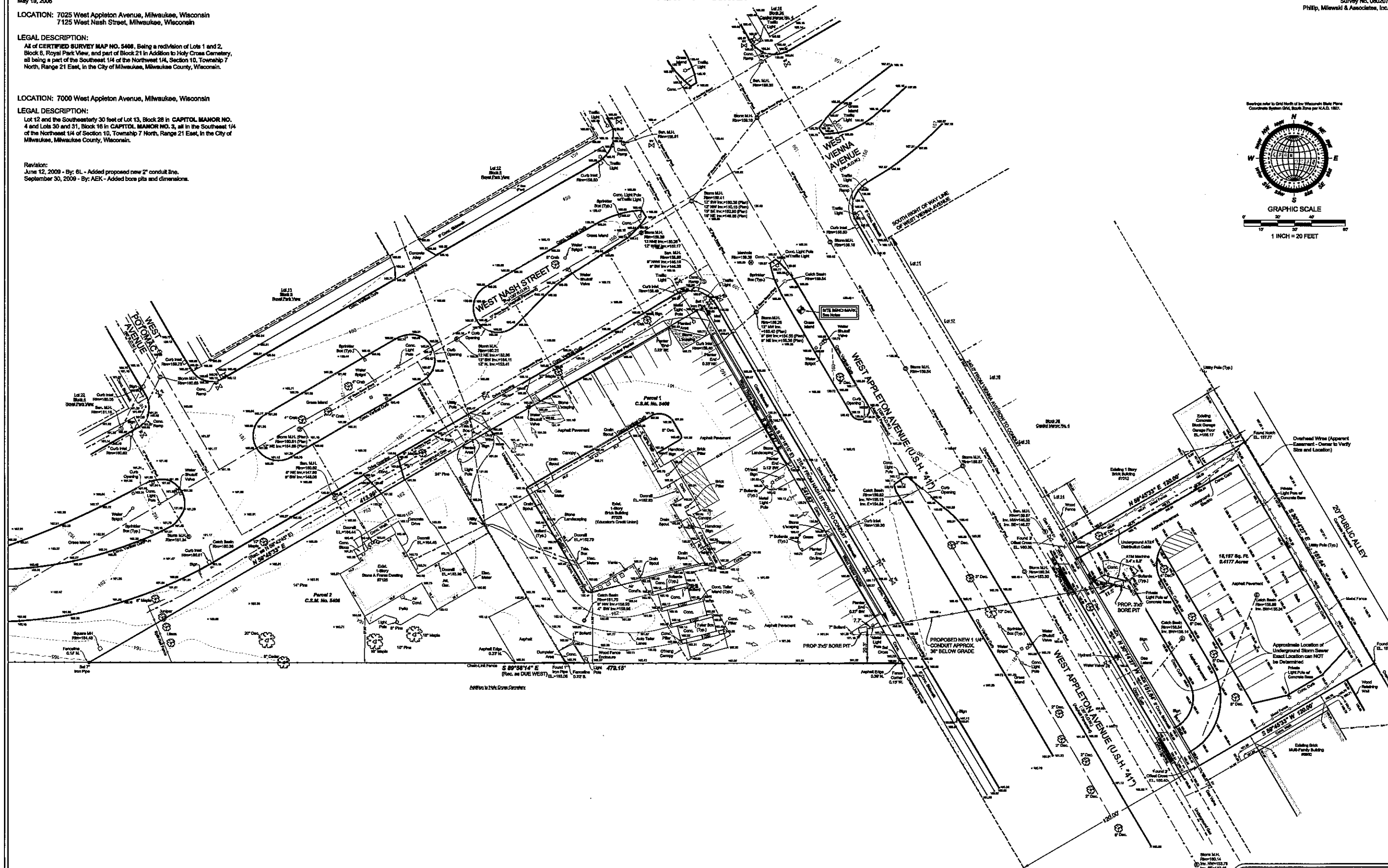
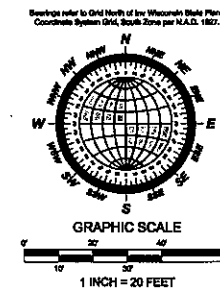
**LEGAL DESCRIPTION:**

Lot 12 and the Southeastery 30 feet of Lot 13, Block 28 in CAPITOL MANOR NO. 4 and Lots 30 and 31, Block 16 in CAPITOL MANOR NO. 3, all in the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 7 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Revision:  
June 12, 2009 - By: 6L - Added proposed new 2" conduit line.  
September 30, 2009 - By: AEK - Added bore pits and dimensions.

## PLAT OF SURVEY

Survey No. 080207  
Philip, Milewski & Associates, Inc.



**NOTES:**

1. Diggers Hotline does NOT mark private underground utility lines.
2. Underground sewer and utility information as shown is obtained from the records of the municipality, local utility companies and/or field locations. The accuracy of which can NOT be guaranteed or certified to. Contact Diggers Hotline.

**SITE BENCHMARK:**  
City of Milwaukee Standard Benchmark No. 58-36 - Concrete monument w/ oval brass cap located in SE boulevard island at the intersection of W. Appleton Ave. and W. North St. EL.=159.74 (Mnss. on 159.833).

**PROJECT BENCHMARK:**  
Concrete monument/wallum, cap located at the Southwest corner of the Northwest 1/4 of Sect. 10-7-21, EL. +766.101(NGVD, 1928), 185.50 (City of Milw. Datum).

**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 115th Street, West Allis, WI 53227  
PH (414) 804-0874 FAX (414) 804-0877  
INFO@LANDCRAFTSE.COM

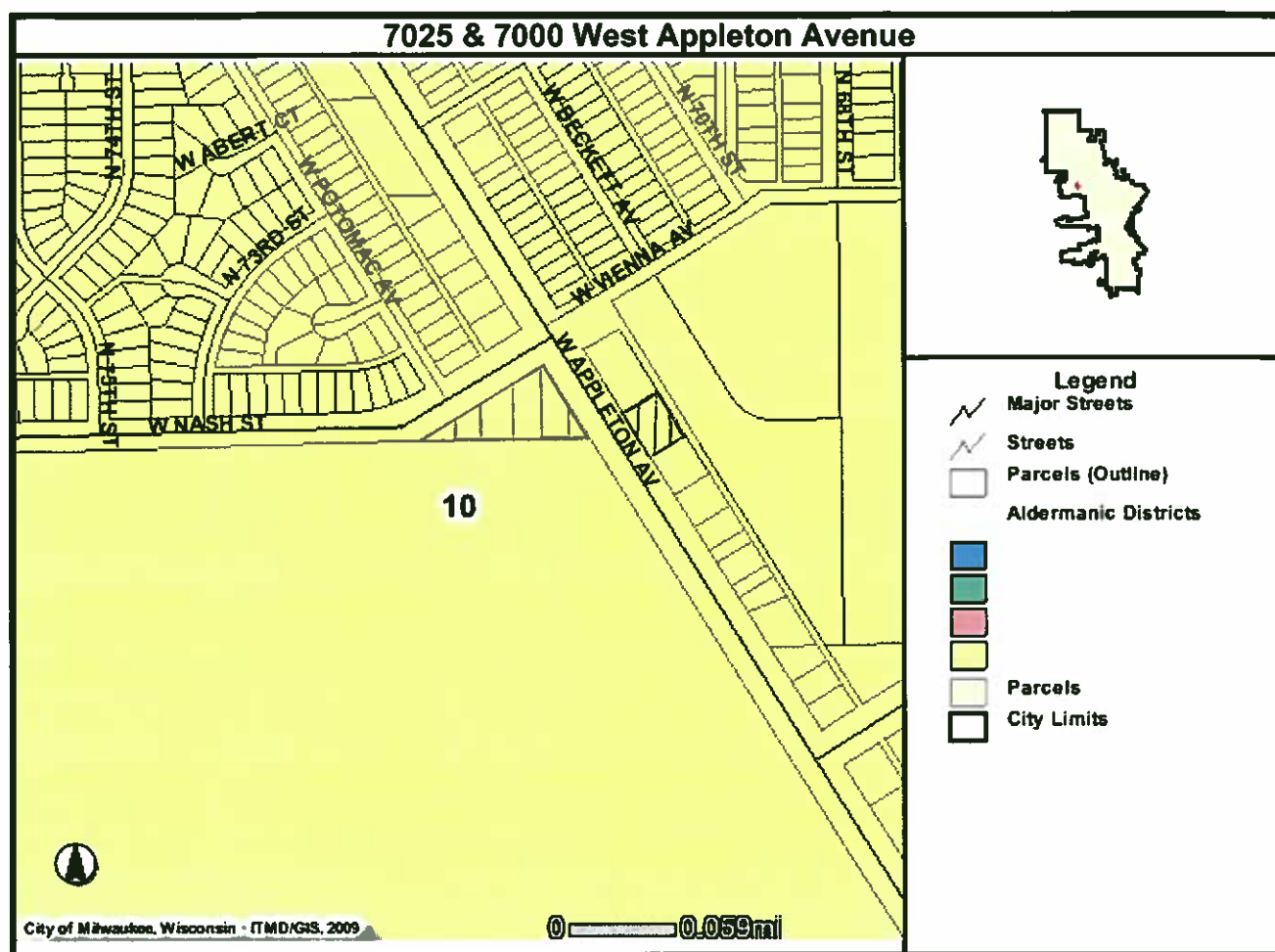
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND IN THE LOCATION, THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DISPOSITIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THEREIN WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

DRAWING BY: JTB  
FIELD WORK BY: MJC

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





## PW FILE NUMBER: 090850

[illegible]



## Legislation Details (With Text)

---

**File #:** 090569      **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 amending a special privilege for change of ownership to Wisconsin Lutheran College Inc and for addition of a set of concrete steps in the public right-of-way for the premises at 529 North 89th Street, in the 10th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Petition for Special Privilege, Letter from Dept of Public Works, Pictures and map, Fiscal Note, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
8/28/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/11/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	1	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

Number

090569

Version

SUBSTITUTE 1

Reference

000084

Sponsor

THE CHAIR

Title

Substitute resolution amending a special privilege for change of ownership to Wisconsin Lutheran College Inc and for addition of a set of concrete steps in the public right-of-way for the premises at 529 North 89<sup>th</sup> Street, in the 10<sup>th</sup> Aldermanic District.

Analysis

This resolution amends a special privilege for change of ownership to Wisconsin Lutheran College Inc for an underground conduit and for addition of a set of concrete steps in the public right-of-way for the premises at 529 North 89<sup>th</sup> Street.

Body

Whereas, Wisconsin Lutheran College Conference Inc requested permission to install and maintain an underground conduit in the public right-of-way; and

Whereas, Permission for said underground conduit was granted in 2000 under Common Council Resolution File Number 000084; and

Whereas, The present owner of the property is Wisconsin Lutheran College Inc; and

Whereas, A site visit revealed the presence of a set of steps in the public right-of-way; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee that Common Council Resolution File Number 000084 is hereby rescinded; and, be it

Further Resolved, That Wisconsin Lutheran College Inc, 8800 West Bluemound Road, Milwaukee, WI 53226 is hereby granted the following special privileges:

1. To construct and maintain a set of concrete steps projecting 4 feet 5 inches into the east, 15-foot wide sidewalk area of North 89<sup>th</sup> Street. The steps commence at a point approximately 162 feet north of the northline of West Bluemound Road and extend north 4 feet. There is a handrail at the edge of the steps.
2. To keep and maintain a 3-inch diameter underground conduit crossing under the 60-foot wide right-of-way of North 89<sup>th</sup> Street at a point approximately 198 feet north of the northline of West Bluemound Road. Said conduit is located, at minimum, 2 feet below grade.

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, Wisconsin Lutheran College Inc, shall:

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

2. File with the 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. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$95.00. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1<sup>st</sup> of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

Requestor

Department of Public Works

Drafter

Infrastructure Services Division

MDL:ns

December 8, 2009

090569



# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (6/09)

SP 2480

☐ 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 # 1924 (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 Wisconsin Lutheran College, Inc., f.k.a.-Wisconsin Lutheran College Conference, Inc;  
dba - Wisconsin Lutheran College

(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 529 N 89<sup>th</sup> St  
(Street Address and Zip Code)

in the 10<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:

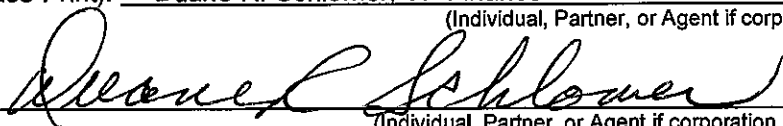
Description of Special Privilege: Change of ownership for underground conduit (CCF 000084)

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): Duane R. Schlomer, VP Finance  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature:   
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: Wisconsin Lutheran College, Inc.  
(If applicable, as shown above)

(OVER)

Mailing Address (If different than property address above): 8800 W. Bluemound Rd.

City: Milwaukee State: WI Zip: 53226

Telephone: 414-443-8821 E-Mail: duane.schlomer@wlc.edu

Architect/Engineer/Contractor (If Applicable)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

December 8, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090569

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090569, amending a special privilege for change of ownership to Wisconsin Lutheran College Inc for an underground conduit and for addition of a set of concrete steps in the public right-of-way for the premises at 529 North 89<sup>th</sup> Street.

Wisconsin Lutheran College Conference Inc requested permission to install and maintain an underground conduit in the public right-of-way. Permission for said underground conduit was granted in 2000 under Common Council Resolution File Number 000084. A site visit revealed the presence of a set of concrete steps with handrail projecting 4 feet 5 inches into the east, 15-foot wide sidewalk area of North 89<sup>th</sup> Street. The steps, which run parallel to 89<sup>th</sup> Street, commence at a point approximately 162 feet north of the northline of West Bluemound Road and extend 4 feet to the north. There is no paved sidewalk along the east side of North 89<sup>th</sup> Street and so the steps do not interfere with pedestrian traffic.

We are not aware that the presence of said 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 change the name of the grantee and will allow said items to continue to occupy the public right-of-way.

Very truly yours,

Jeffrey S. Polenske, P.E.  
City Engineer

Jeffrey J. Mantes  
Commissioner of Public Works

Art Dahlberg, Commissioner  
Department of Neighborhood Services

MDL: ns

Attachment

c: Alderman Michael Murphy



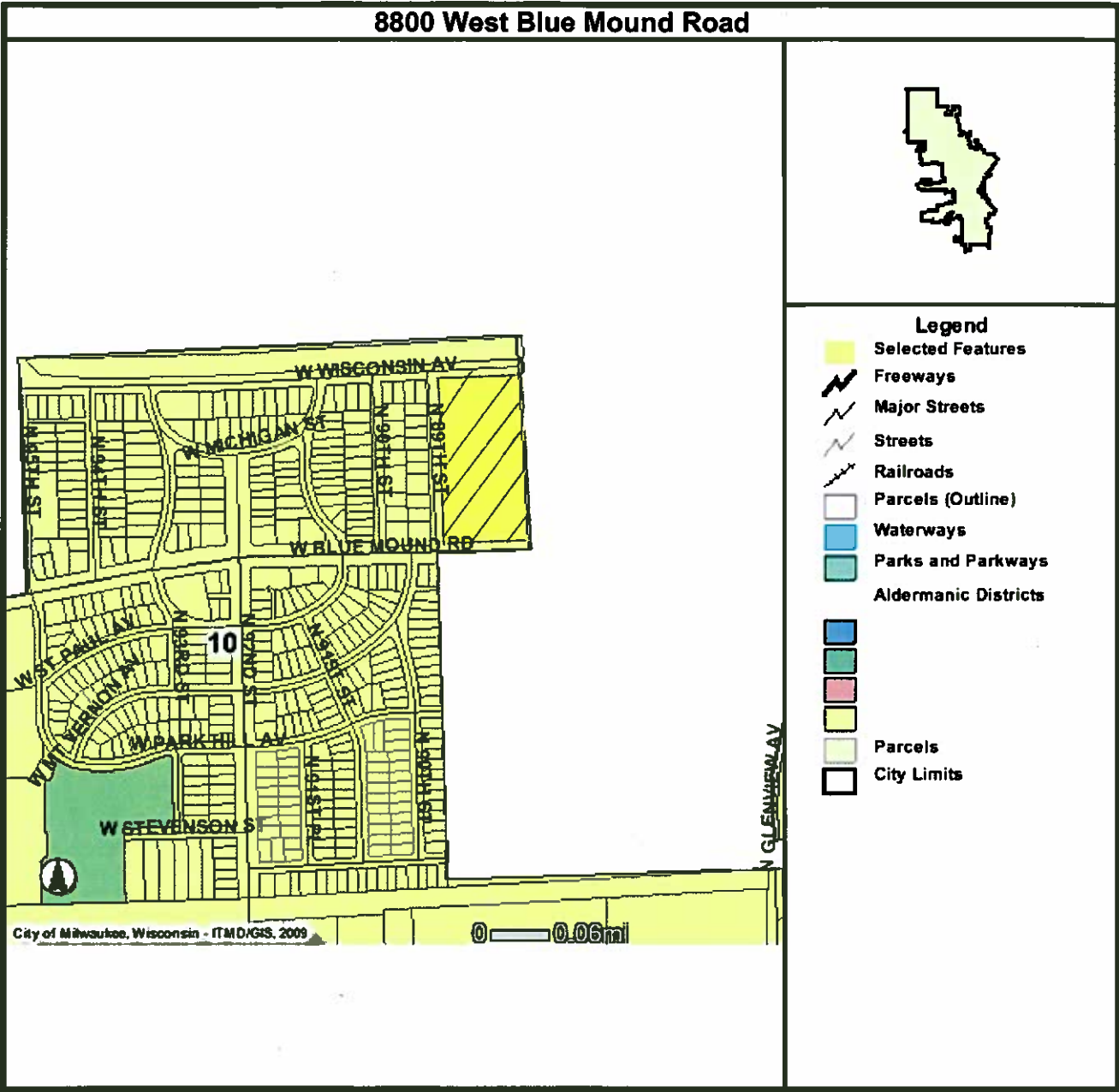


CCF 090569 529 N 89th St 12-3-2009  
Looking N at steps and handrail in E  
sidewalk area of N 89th St





CCF 090569 529 N 89th St 12-3-2009  
Looking NE'ly at steps and handrail in E  
sidewalk area of N 89th St



# CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 8, 2009FILE NUMBER: 090569Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution amending a special privilege for change of ownership to Wisconsin Lutheran College Inc and for addition of a set of concrete steps in the public right-of-way for the premises at 529 North 89<sup>th</sup> 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	\$95.00	
TOTALS				\$95.00	

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) \$95.00
<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:

Special Privilege Committee Fee Schedule

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐

## PW FILE NUMBER: 090569

[illegible]



## Legislation Details (With Text)

**File #:** 090821      **Version:** 1  
**Type:** Resolution      **Status:** In Committee  
**File created:** 10/13/2009      **In control:** PUBLIC WORKS COMMITTEE  
**On agenda:**      **Final action:**  
**Effective date:**

**Title:** Substitute resolution granting a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center Street, in the 15th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition, Dept of Public Works cover letter, Fiscal note, Pictures, Map, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
10/13/2009	0	COMMON COUNCIL	ASSIGNED TO		
10/15/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/23/2009	1	CITY CLERK	DRAFT SUBMITTED		



**Number**

090821

**Version**

SUBSTITUTE 1

.Reference

**Sponsor**

THE CHAIR

**Title**

Substitute resolution granting a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center Street, in the 15<sup>th</sup> Aldermanic District.

**Analysis**

This resolution grants a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center Street.

**Body**

Whereas, Pentecostal Power Church Inc, the applicant, constructed an addition to its existing facility that has two doors that swing open into the public right-of-way; and

Whereas, As part of the building addition, the applicant also constructed a barrier free access ramp to ensure accessibility of the new construction; and

Whereas, Said door swings and barrier free access ramp may only legally encroach into the public right-of-way by granting of a special privilege resolution adopted by the Common Council; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that Pentecostal Power Church Inc, 2331 West Center Street, Milwaukee, WI 53206 is hereby granted the following special privileges:

1. To construct and maintain a 6-foot wide barrier free access ramp in the east, 16-foot wide sidewalk area of North 24<sup>th</sup> Street. Said ramp commences at a point approximately 120 feet south of the southline of West Center Street on the northline of the east-west alley abutting the subject premises and extends north 22 feet 10 inches. The ramp is a thickened concrete slab with a total height of 6 inches. There is a handrail along the edge of the ramp and at the top of the ramp.
2. To construct and maintain one pair of doors that, when fully open, each project 3 feet into the east, 16-foot sidewalk area of North 24<sup>th</sup> Street in excess of the 12 inches allowed under Section 245-4-8 of the Milwaukee Code of Ordinances. Said doors are centered about a point approximately 97 feet 6 inches south of the southline of West Center Street.

Said 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.

Further Resolved, That this special privilege is granted only on condition that by acceptance of this special privilege the grantee, Pentecostal Power Church Inc, shall:

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

privilege.

2. File with the 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 they 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 \$52.16. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1st of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege. Requestor  
Department of Public Works

**Drafter**

Infrastructure Services Division

MDL:ns

November 10, 2009

090821





# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (6/09)

SP 2485

☒ New application \$250.00 Fee

☐ Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)

☐ Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)

☐ Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](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 PENTECOSTAL POWER Church INC.

(Name of Individual, Partners, Corporation or LLC)

being the owners of the following property known by street address as 2331 W Center St 53206  
15th  
(Street Address and Zip Code)

in the HINES 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: New barrier free access ramp with platform

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): Bishop Ellis E Murchison Sr  
(Individual, Partner, or Agent if corporation or LLC as shown above)

Signature: Bishop Ellis E Murchison Sr  
(Individual, Partner, or Agent if corporation or LLC)

Corporation or LLC Name: PENTECOSTAL POWER Church INC.  
(If applicable, as shown above)

(OVER)

Mailing Address (If different than property address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (414) 265-9714 E-Mail: \_\_\_\_\_

Architect/Engineer/Contractor (If Applicable)

Name: STEVEN R. SHARPE

Address: 5110 S. LOOMIS ROAD

City: WATERFORD State: WI. Zip: 53185

Telephone: 414-807-4000 E-Mail: ssharp@1wi.rr.com

November 10, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090821

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090821, granting a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center Street.

Pentecostal Power Church Inc, the applicant, constructed an addition to its existing facility and, along with the building addition, also constructed a barrier free access ramp and a pair of excess door swings in the public right-of-way. The 6-foot wide ramp commences at the northline of the adjacent east-west alley and extends north 22 feet 10 inches. The doors open over the ramp platform. It should be noted that these items do not interfere with the 6-foot wide paved public sidewalk and, as such, do not interfere with pedestrian traffic along the sidewalk.

We are not aware that the presence of said 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 formally allow the ramp and excess door swings 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 Willie L. Hines Jr.

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE November 10, 2009FILE NUMBER: 090821Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution granting a special privilege to Pentecostal Power Church Inc to construct and maintain a barrier free access ramp and excess door swings for the premises at 2331 West Center 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	\$52.16	
TOTALS				\$52.16	

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) \$52.16
<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 ☐

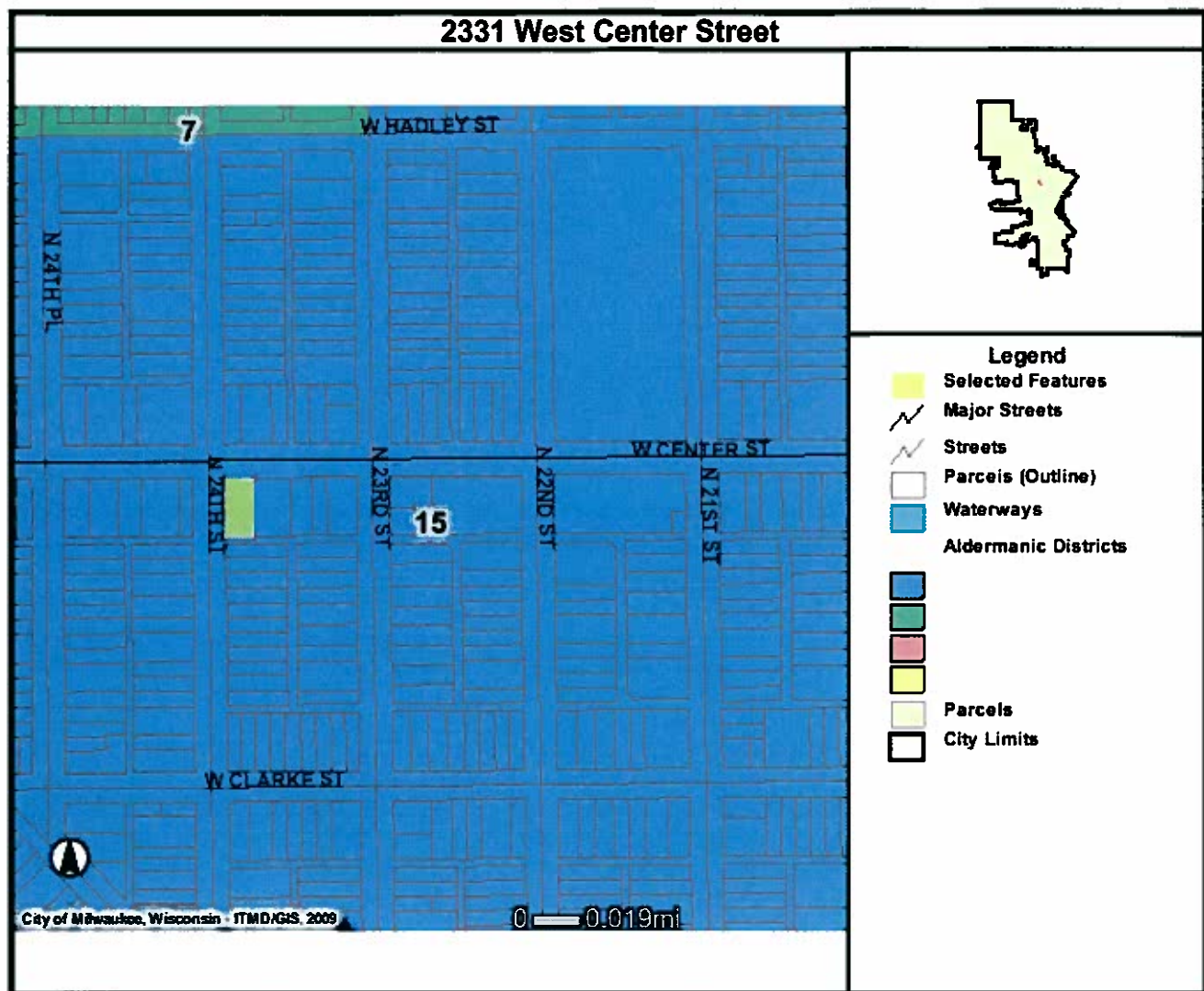


9-18-2009 2331 W Center St 090821  
Looking N towards Center St at ramp with  
handrails in E sidewalk area of N 24th St.



9-18-2009 2331 W Center St 090821  
Looking E across N 24th St at ramp and  
doors, which project into ROW when open.

Note: The driveway approach will be removed  
by order of the the Commission of DPW with  
regulatory assistance by the Department of  
Neighborhood Services.



## PW FILE NUMBER: 090821

[illegible]





## Legislation Details (With Text)

---

**File #:** 090674      **Version:** 1

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

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

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Substitute resolution granting a special privilege to Sake II LLC for a storm enclosure in the public right-of-way for the premises at 714 North Milwaukee Street, in the 4th Aldermanic District.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:** Special Privilege Petition and Drawings, Dept of Public Works cover letter, Fiscal note, Pictures, Map, Hearing Notice List

Date	Ver.	Action By	Action	Result	Tally
9/22/2009	0	COMMON COUNCIL	ASSIGNED TO		
9/24/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
11/19/2009	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		
12/23/2009	1	CITY CLERK	DRAFT SUBMITTED		

**Number**

090674

**Version**

SUBSTITUTE 1

**Reference**

**Sponsor**

THE CHAIR

**Title**

Substitute resolution granting a special privilege to Sake II LLC for a storm enclosure in the public right-of-way for the premises at 714 North Milwaukee Street, in the 4<sup>th</sup> Aldermanic District.

**Analysis**

This resolution grants a special privilege to Sake II LLC for a wooden storm enclosure in the public right-of-way for the premises at 714 North Milwaukee Street.

**Body**

Whereas, Sake II LLC is requesting permission to construct and maintain a wooden storm enclosure in the public right-of-way; and

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

Resolved, By the Common Council of the City of Milwaukee, that Sake II LLC, 714 North Milwaukee Street, Milwaukee, WI 53202 is hereby granted the following special privilege:

To construct and maintain a wooden storm enclosure that projects 2 feet 7 inches into the east, 16-foot 6-inch wide fully paved sidewalk area of North Milwaukee at the sidewalk grade. There is a 2-foot wide roof cave at the top of the storm enclosure, the bottom of which is 8 feet above the adjacent sidewalk grade. There is a 3-foot wide door that opens perpendicularly to the sidewalk. The 6-foot 8-inch wide storm enclosure is centered approximately 155 feet north of the northline of East Wisconsin Avenue.

The storm enclosure frame shall be designed and supported to withstand snow and other loads of not less than 25 pounds per square foot applied in any direction. No guy wire brackets or diagonal braces shall be permitted lower than 8 feet above the sidewalk level. The coverings shall be of approved material. No sign or advertising device shall be hung from, attached to, printed or painted on any part of the storm enclosure. The name, street number, or character of the business may be indicated only on the vertical portion of the enclosure and shall not exceed 8 inches in height.

Said above-mentioned storm enclosure shall be used, kept and maintained to the satisfaction of the Commissioners of Public Works and Department of Neighborhood Services.

Said storm enclosure 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, Sake II 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. Both bond and insurance policy shall provide that they shall not be cancelled until after at least thirty days' notice in writing to the City Clerk.
3. Pay to the City Treasurer an annual fee, which has an initial amount of \$75.00. The subsequent annual fee is subject to change pursuant to the annual fee schedule in effect at the time of annual billing.
4. Whenever this special privilege is discontinued for any reason whatsoever, including public necessity whenever so ordered by resolution adopted by the Common Council not only remove all construction work executed pursuant to this special privilege, but shall also restore to its former condition and to the approval of the Commissioner of Public Works and curb, pavement or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Such grantee shall be entitled to no damages due to the alteration and/or removal for such purposes.
5. Waive the right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes (1999), or the amount of the annual fixed fee, payable on or before July 1<sup>st</sup> of each year.
6. Put this special privilege into use within one year after approval by the Common Council of the City of Milwaukee; failing to do so in the time specified, the Commissioner of Neighborhood Services shall have the authority to seek, by resolution, revocation of said special privilege.

**Requestor**

Department of Public Works

**Drafter**

Infrastructure Services Division

MDL:ns

December 3, 2009

090674



# PETITION FOR A SPECIAL PRIVILEGE

ccl-246 (5/09)

SP **2483**☒ New application \$250.00 Fee☐ Amendment to add items to Special Privilege # \_\_\_\_\_ (\$125.00 Fee)☐ Amendment to remove items from Special Privilege # \_\_\_\_\_ (No fee)☐ Amendment for change of ownership for Special Privilege # \_\_\_\_\_ (No fee)

- File petition with the City Clerk License Division, City Hall, 200 E. Wells Street, Room 105, Milwaukee, WI 53202, telephone (414) 286-2238. [www.milwaukee.gov/license](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 x Sake II, LLC  
(Name of Individual, Partners, Corporation or LLC)being the owners of the following property known by street address as 714 N. Milwaukee St 5320  
(Street Address and Zip Code)in the 4th Aldermanic District respectfully petition the Common Council of the City of Milwaukee according to the provisions of Section 66.0425 of the Wisconsin Statutes, that the following privilege be granted:Description of Special Privilege: weather enclosure.

Of which a plan or sketch is herewith submitted. Petitioner agrees to comply with all laws and all ordinances of the City of Milwaukee, to abide by any order or resolution of the Common Council affecting this privilege, to be primarily liable for damages to person or property by reason of the granting of such privilege, pay annual compensation as provided by law in the sum to be fixed by the proper city officers, and to file and keep current throughout the existence of the privilege, a certificate of insurance indicating applicant holds a public liability policy in at least the sums of \$25,000.00/\$50,000.00 bodily injury, and \$10,000.00 property damage, insuring the city against any liability that might arise by reason of the privilege.

Petitioner further agrees to remove said privilege whenever public necessity so requires when so ordered upon resolution adopted by the Common Council or other legislative body.

Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition and to the approval of the Commissioner of Public Works, any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this special privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

Name (Please Print): Senhee Sallikun  
(Individual, Partner, or Agent if corporation or LLC as shown above)Signature: x Senhee Sallikun  
(Individual, Partner, or Agent if corporation or LLC)Corporation or LLC Name: Sake II, LLC  
(If applicable, as shown above)  
(OVER)

Mailing Address (If different than property address above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (414) 967-0932 E-Mail: sselliken@yahoo.com

Architect/Engineer/Contractor (If Applicable)

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Wis. Ave

M.L

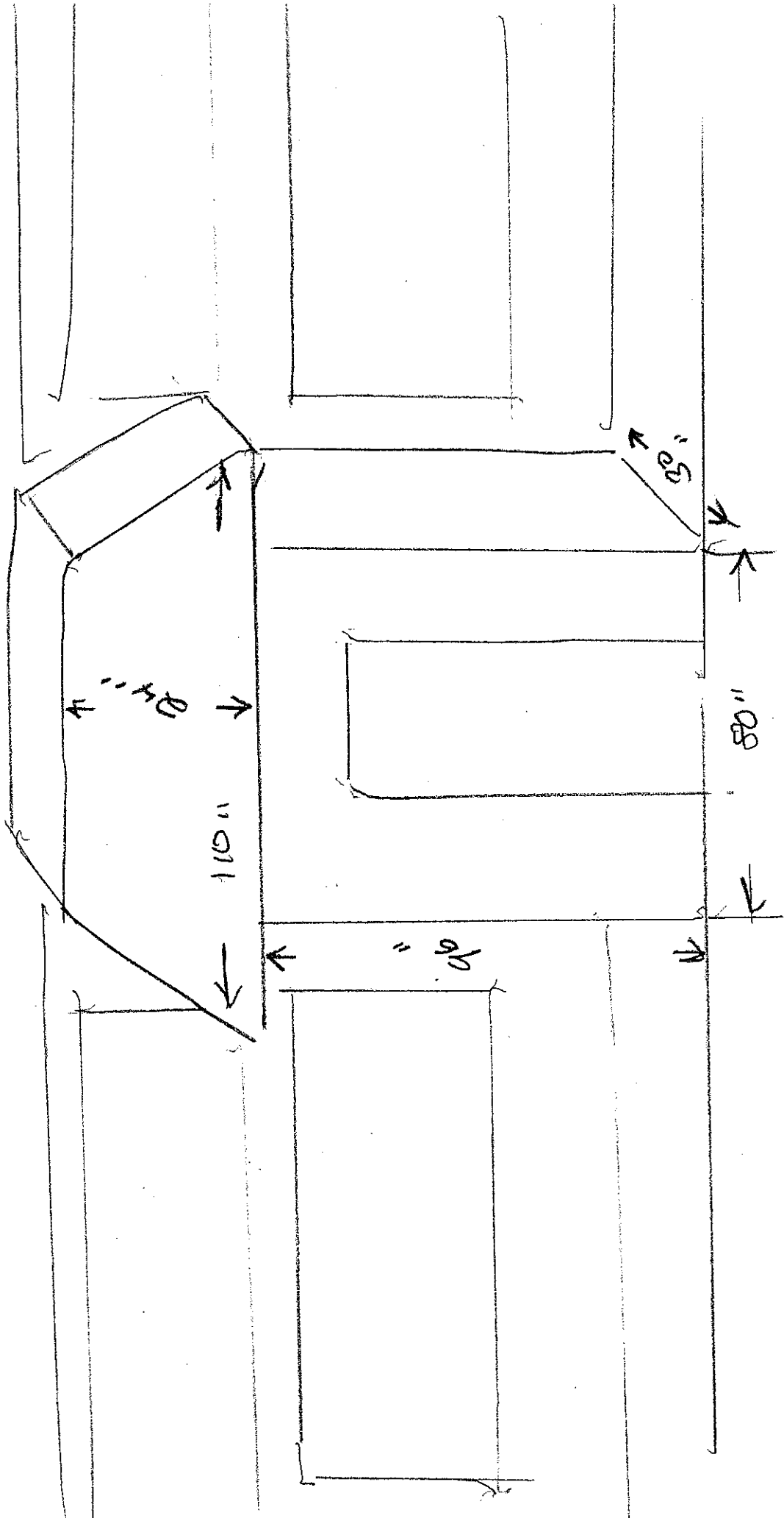
Ave  
↑

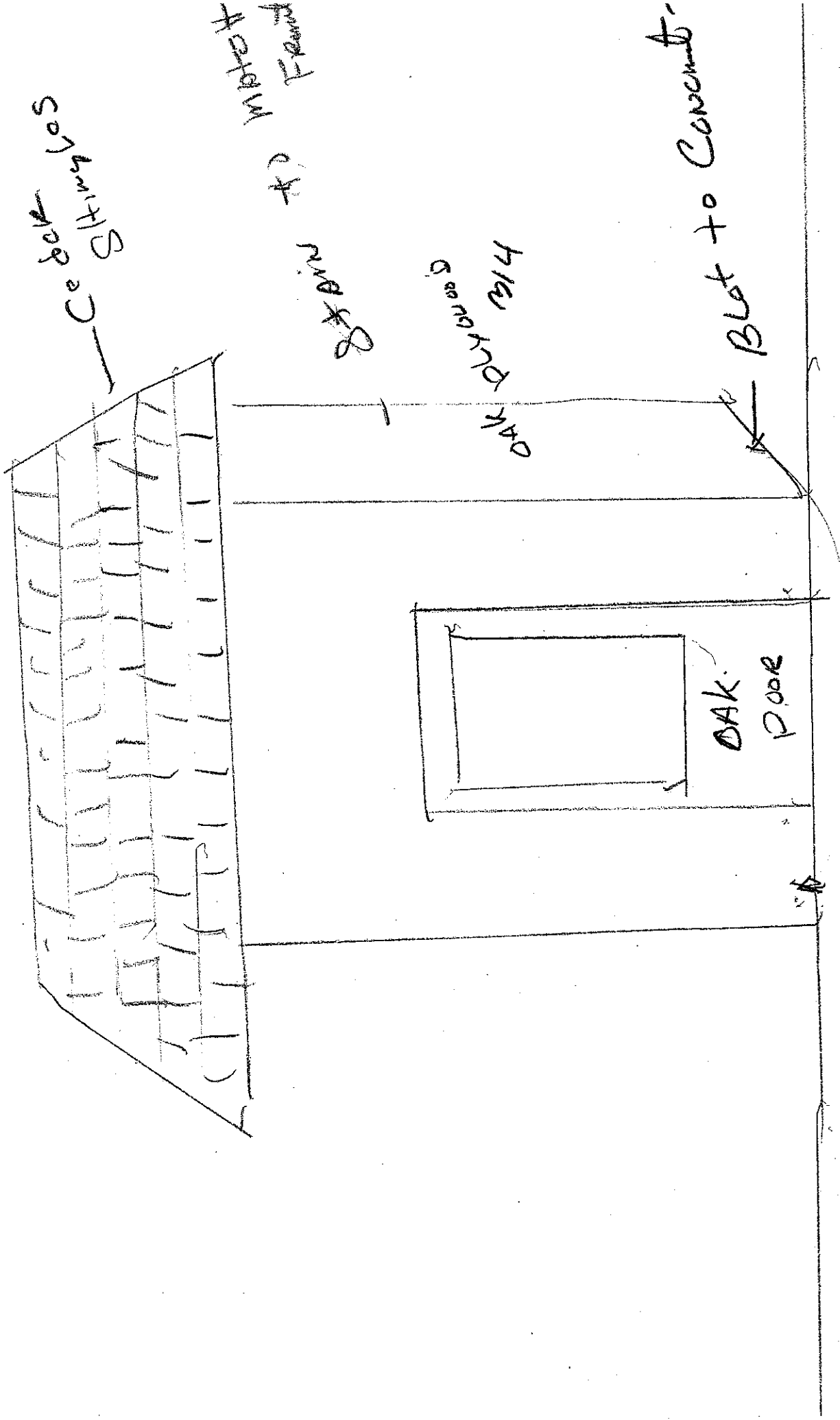
153

153

153

153





Ceiling 105

Blot to Front

Blot to

Ground 3/4

Blot to Concrete

OAK. DOOR



December 3, 2009

To the Public Works Committee

Subject: Common Council Resolution File Number 090674

Dear Honorable Members:

Returned herewith is the Common Council Resolution File Number 090674, granting a special privilege to Sake II LLC for a storm enclosure in the public right-of-way for the premises at 714 North Milwaukee Street.

Sake II LLC is requesting permission to construct and maintain a wooden storm enclosure in the east, 16-foot 6-inch wide, fully paved sidewalk area of North Milwaukee Street. At the sidewalk grade, the storm enclosure projects 2 feet 7 inches into the public way. A roof eave atop the enclosure projects another 2 feet at a point 8 feet above the adjacent sidewalk grade. There is a door located in the west face of the enclosure that, when fully open, projects 3 feet into the sidewalk area. With the door fully open, there is a minimum sidewalk area width of 10 feet available for pedestrian traffic.

We are not aware that the presence of said storm enclosure will have an adverse effect on the general use of the public right-of-way. We have, therefore, prepared the attached special privilege resolution, which, if adopted, will allow said storm enclosure 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

# CITY OF MILWAUKEE FISCAL NOTE

A) DATE December 3, 2009FILE NUMBER: 090674Original Fiscal Note ☒ Substitute ☐

**SUBJECT:** Substitute resolution granting a special privilege to Sake II LLC for a storm enclosure in the public right-of-way for the premises at 714 North Milwaukee 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	\$75.00	
TOTALS				\$75.00	

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) \$75.00
<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:

Special Privilege Committee Fee Schedule

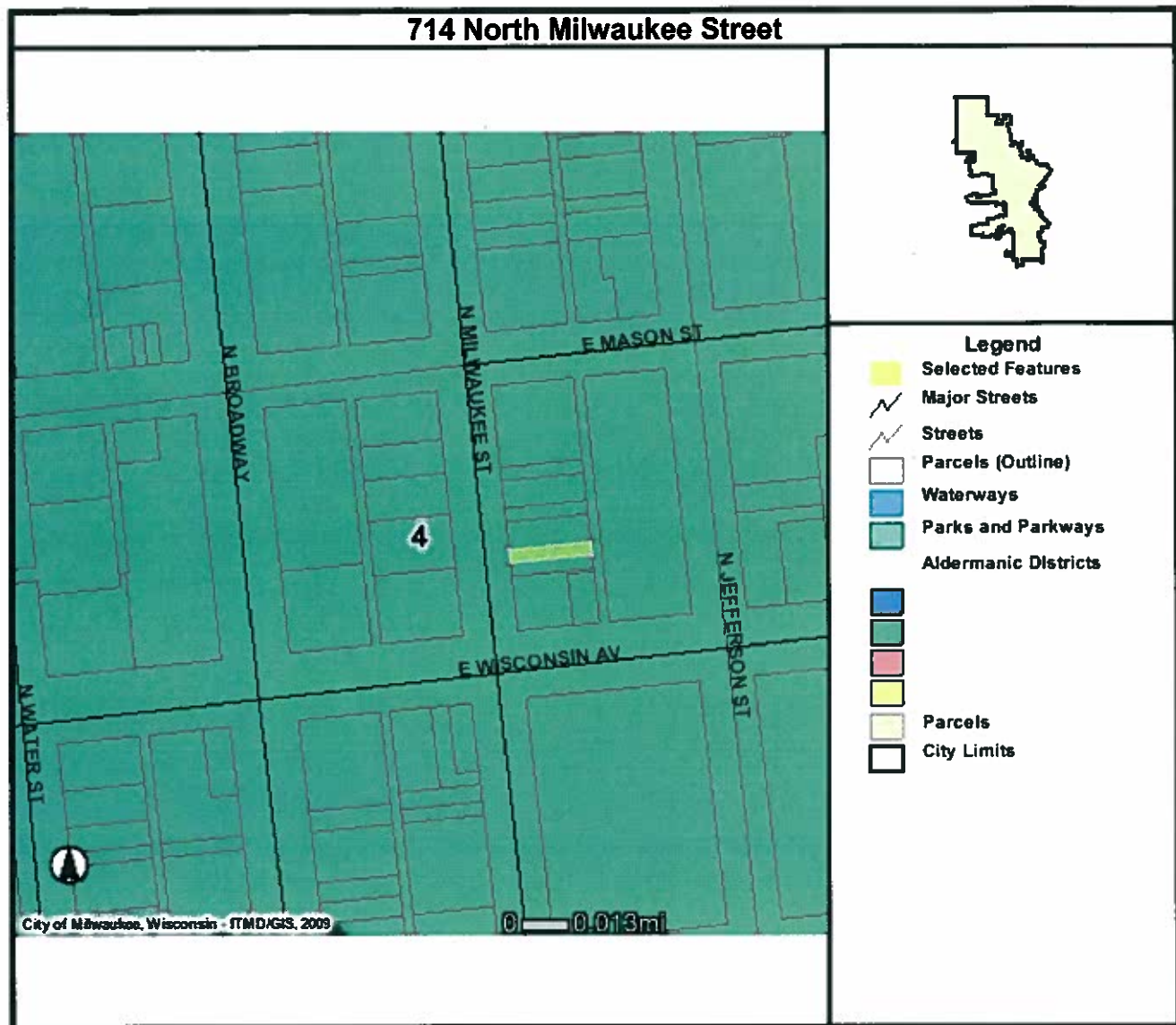
PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE ☐



CCF 090674 714 N Milwaukee St 12-2-2009  
Looking E across Milwaukee St at storm  
enclosure and entire building face.



CCF 090674 714 N Milwaukee St 12-2-2009  
Looking N at storm enclosure in east  
sidewalk area of Milwaukee St.



## PW FILE NUMBER: 090674

[illegible]





## Legislation Details (With Text)

---

**File #:** 971755      **Version:** 0

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

**File created:** 2/26/1998      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution to amend a special privilege permit previously granted to Emmpek Foods, Inc. for five driveways, four pens and lanes for the premises at 200 South Emmber Lane, in the 12th Aldermanic District in the City of Milwaukee.

**Sponsors:** THE CHAIR

**Indexes:** SPECIAL PRIVILEGE PERMITS

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
2/26/1998	0	COMMON COUNCIL	ASSIGNED TO		
3/4/1998	0	PUBLIC WORKS COMMITTEE	REFERRED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

NUMB:  
971755  
VERS:  
ORIGINAL  
REF:  
80-2253-b  
XXBY:  
THE CHAIR  
TITL:

Resolution to amend a special privilege permit previously granted to Emmpak Foods, Inc. for five driveways, four pens and lanes for the premises at 200 South Emmer Lane, in the 12th Aldermanic District in the City of Milwaukee.

ZDPT:

DFTR:  
CC-CC  
AJZ/mbh  
2/23/98  
sp200





## Legislation Details (With Text)

---

**File #:** 080886      **Version:** 0

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

**File created:** 10/7/2008      **In control:** PUBLIC WORKS COMMITTEE

**On agenda:**      **Final action:**

**Effective date:**

**Title:** Resolution directing negotiations relating to an agreement between the City of Milwaukee and Marquette University for use of Milwaukee Public Schools' Norris Park recreational field at N. 19th Street and W. Kilbourn Ave.

**Sponsors:** ALD. BAUMAN

**Indexes:** AGREEMENTS, MILWAUKEE PUBLIC SCHOOLS, PLAYGROUNDS

**Attachments:**

Date	Ver.	Action By	Action	Result	Tally
10/7/2008	0	COMMON COUNCIL	ASSIGNED TO		
12/23/2009	0	PUBLIC WORKS COMMITTEE	HEARING NOTICES SENT		

**Number**

080886

**Version**

ORIGINAL

**Reference**

**Sponsor**

ALD. BAUMAN

**Title**

Resolution directing negotiations relating to an agreement between the City of Milwaukee and Marquette University for use of Milwaukee Public Schools' Norris Park recreational field at N. 19<sup>th</sup> Street and W. Kilbourn Ave.

**Requestor**

**Drafter**

bjz.lrb

LRB08496-1

10/07/2008