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(ITEM) From the Interim Director, Department of Transportation, requesting authorization to enter into an Agreement for Purchase of Real Estate with the Wisconsin Department of Transportation for the acquisition of lands, modification of facilities, and reconditioning of the site necessary to maintain fleet and highway operations at acceptable levels, by recommending adoption of the following:

AN AMENDED RESOLUTION

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has undertaken implementation of the Zoo Interchange Reconstruction Project; and

WHEREAS, Milwaukee County-owned property will be impacted by various local road improvements performed by WisDOT as a part of the Zoo Interchange project, including the extension of Swan Boulevard; and

WHEREAS, the impact of the Swan Boulevard extension to Watertown Plank Road has been studied by Milwaukee County; and

WHEREAS, originally, an offer was made by WisDOT for \$3.2 million for the land areas necessary to complete Swan Boulevard and other road modifications for the freeway project; and

WHEREAS, it has been determined that, with appropriate cure provisions, the County can continue to operate at its current location at acceptable levels of service; and

WHEREAS, an agreement has been negotiated, after discussions between WisDOT and Milwaukee County, that will provide for the necessary elements of land acquisition, building adaptation, and site remediation; and

WHEREAS, the WisDOT Agreement for Purchase of Real Estate, included as Attachment A of this resolution, identifies the specific components of the Agreement that define acquisition amounts and responsibilities of each; and

WHEREAS, the Agreement provides funding for building modifications to the Fleet Maintenance facility necessary for the moving of highway and sheriff functions so that demolition of the current building can occur; and

WHEREAS, the Agreement provides funding for the acquisition of a future site for the warehouse facility currently located on Milwaukee County land leased to Milwaukee Regional Medical Complex; and

44 WHEREAS, the current value of the agreement is over \$22 million dollars, including
45 \$17 million of acquisition costs and cost to cure items, and \$5 million in kind work to be
46 performed by WisDOT; and
47

48 WHEREAS, work will begin on the Swan Boulevard extension starting in June of
49 2013; and
50

51 WHEREAS, if the Agreement is not approved, the State will not provide for the
52 acquisition costs, cost to cure, and in kind work necessary to cure the site; and
53

54 WHEREAS, time is of the essence to execute and close the Agreement with WisDOT
55 so that Milwaukee County and WisDOT can proceed with the elements of the agreement
56 in conjunction with the construction schedule of Swan Boulevard; now, therefore,
57

58 BE IT RESOLVED, that the Interim Director of the Department of Transportation
59 (DOT) is authorized to enter into an Agreement of Purchase of Real Estate, included as
60 Attachment A, for the acquisition of lands, modification of facilities, and reconditioning of
61 the site necessary to maintain fleet and highway operations at acceptable levels; and
62

63 BE IT FURTHER RESOLVED, Milwaukee County shall receive at closing \$17 million
64 from the State of Wisconsin Department of Transportation to be used for the following
65 items:
66

- 67 1) \$8,910,000 is to be placed in a new capital account for the replacement of the
68 warehouse facility,
- 69 2) \$6,300,000 is to be placed in a new capital account to allow Department of
70 Administrative Services, Architecture and Engineering Division, to begin design
71 and construction of building modifications to the Fleet Maintenance building to
72 include Highway Operations and the Sheriff substation,
- 73 3) \$150,000 shall be placed in a subproject of current Capital Project WO141 for
74 outside professional services related to environmental assessment, traffic impact
75 analysis, and Architectural and Engineering Division staff time associated with
76 Zoo Interchange project work,
- 77 4) \$90,000 shall be placed in a subproject of current Capital Project WO141 for
78 replacement signage,
- 79 5) \$250,000 shall be placed in WO141 for Zoo Interchange professional services,
80 including legal fees,
- 81 6) \$100,000 shall be placed in Capital Project WP143, Mitchell Park Greenhouse,
82 to provide funding for a betterment amount not covered by the State on the
83 greenhouse project,
- 84 7) \$250,000 shall be placed in Capital Project WO224 Zoo Interchange Utilities
85 Relocation for anticipated utility relocation work not provided for by the State,
86 and

87 8) \$950,000 shall go to an allocated contingency account within Capital Project
88 W0141 for future unanticipated and unreimbursed costs related to the Zoo
89 Interchange.

90 ; and

91
92 BE IT FURTHER RESOLVED, that the Interim Director of DOT is authorized to work
93 with the Department of Administrative Services and the Comptroller to perform
94 administrative transfers for funding of capital projects and allocated contingency
95 enumerated above; and

96
97 BE IT FURTHER RESOVLED, as part of the Agreement with the State, the Interim
98 Director of the Department of Parks, Recreation, and Culture is authorized to sign an
99 agreement with Wisconsin Lutheran College (WLC) to provide temporary access and
100 parking to WLC property via Underwood Creek Parkway during the time of construction.

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ATTACHMENT A

AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2013, by and between Wisconsin Department of Transportation ("WisDOT") and Milwaukee County ("County"), collectively the ("Parties").

WITNESSETH:

- A. WisDOT has undertaken implementation of Project I.D. 1060-33-23, known as the Zoo Interchange Transportation Project ("Project") in Milwaukee County.
- B. County is the owner of a parcel of land comprised of 37.695 acres designated as Parcel 2 ("Parcel") in the Plat of Acquisition ("Plat"), recorded for the Project, wherein WisDOT desires to acquire 8.288 acres of land in fee and a temporary limited easement on 5.502 acres (the "Acquisitions").
- C. WisDOT has provided to County an appraisal of just compensation for the Acquisitions.
- D. County has studied the impact of the Acquisitions on the Parcel and has conferred on a regular basis with WisDOT regarding the studies, which have determined, that, with appropriate cure provisions, County can continue to operate at its current location at acceptable levels of service.
- E. Exhibit A, attached to this Agreement and incorporated herein is a depiction of the proposal ("Plan") for cure of the Parcel, which has been agreed to by the Parties. A description of the work required to effectuate the cure provisions of the Plan, the schedule of work and the work exclusion area are attached hereto and incorporated herein, in Exhibit A-1.

RECITALS

Based on the foregoing recitals, the Parties agree to the following:

1. All of the foregoing recitals are true and correct.
2. The Plan includes certain parcels of land not contained within the boundaries of the Parcel. They are:
 - (a) The Greenhouse Facility Remnant ("County Remnant"), described in Exhibit B, which is to be added to the Parcel by County action, without charge or cost, when the temporary limited easement on the County Remnant is released by WisDOT.

- (b) The WisDOT Land ("DOT Remnant"), described in Exhibit C, which is to be added to the Parcel by WisDOT action, without charge or cost, when the DOT Remnant is no longer required by WisDOT.
3. The Plan also includes a ground lease to Milwaukee Regional Medical Center ("MRMC"), described in Exhibit D and located at 10310 W. Watertown Plank Road, which is to be acquired by County action in 2013, the cost of which is included in the amount specified in paragraph 4, below.
4. WisDOT shall pay County \$17,000,000 at closing of the Acquisitions, as just compensation and compensation for any and all relocation costs. The County being represented by competent counsel and having fully negotiated and having agreed to the compensation to be paid by WisDOT under paragraph 4, and, in addition, the items to be provided by WisDOT to County under paragraph 4 of this Agreement, for the rights and interests and provisions in this Agreement, hereby acknowledges that such compensation is full and complete just compensation and full compensation for relocation costs, as the same are defined in the State of Wisconsin Constitution, the Federal Constitution, and Wisconsin and Federal Statutes and Codes, as the case may be, for the purchases contemplated hereunder, and therefore waives any and all appeal rights provided under any state or federal constitution, statute, provision, right or mechanism under eminent domain or relocation assistance provisions.
5. Closing shall occur on or before April 30, 2013, or at such later time as may be agreed by the Parties, provided all actions required prior to closing have been completed. Such actions shall include County's obtaining of releases of the rights of Wisconsin Lutheran College, Inc. ("WLC") and MRMC.
6. Occupancy of the Acquisitions shall be provided to WisDOT by June 1, 2013. Pursuant to this paragraph 6, County has provided to WisDOT a written waiver of the ninety day notice of vacation required under Wis. Stats. §32.05(8).
7. Work by WisDOT under this Agreement will be performed pursuant to the schedule in Exhibit A-1.
8. WisDOT, in performing its work under this Agreement, will not use or occupy any of the Work Exclusion Area, designated and depicted in Exhibit A-1.
9. WisDOT will provide, at WisDOT's cost, as damages cure on the Parcel, the following work:
- (a) Demolition of existing Sheriff / Highway Department Building, and associated site work, including capping existing utilities.
 - (b) Demolition and removal of existing Warehouse Building, and associated site work, including capping existing utilities on land leased by County to MRMC and described in Exhibit D.

- (c) Demolition and removal of existing concrete paving on northern and eastern edge of Fleet Building, as required by the final plan for the Plan area.
- (d) Construction of a temporary salt storage facility, including a calcium chloride pre-wet holding and dispensing area and an electrically powered salt conveying system, or equivalents, under specifications agreed to by the Parties, necessary for temporary use during the construction period of the permanent facility, as described in subparagraph(e), below, to provide continuous availability of salt.
- (e) Construction of a permanent replacement 15,000 ton salt storage facility, including a calcium chloride pre-wet holding and dispensing area and an electrically powered salt conveying system, under specifications agreed to by the Parties.
- (f) Installation of light poles for lighting required on the Fleet facility site, as required by the final plan for the Plan area.
- (g) Clearing and grading Parcel to match new WisDOT roadway improvements with continuous yard grades, as required by the final plan for the Plan area.
- (h) Construction of new asphalt paving in yards and at demolished buildings, of sufficient strength for vehicles currently used in the yards, as required by the final plan for the Plan area.
- (i) Construction of new heavy-duty concrete paving in main traffic circulation paths on the north and east sides of the Fleet Building, as required by the final plan for the Plan area.
- (j) Installation of connection to regional stormwater detention basin, as required by the final plan for the Plan area, to meet Parcel storm water requirements.
- (k) Installation of fencing along Watertown Plank Road, as required by City of Wauwatosa ordinances applicable to the Fleet facility site.
- (l) Installation of landscaping at site perimeter and parking lots, as required by City of Wauwatosa ordinances for the Fleet facility site.
- (m) Reconfiguration of site utilities, including water, fire hydrants, sanitary, gas and electrical low and medium voltage systems caused by WisDOT work, as required to restore function of said utilities.

(n) Construction of permanent replacement sheds which are displaced, at new location on Parcel, and temporary construction or accomodation of the materials located in the current sheds prior to permanent replacement.

10. WisDOT will work cooperatively with County to design and prepare plans and specifications for each cost to cure component specified in paragraph 9, above, and will confer with County regarding final plans, before undertaking any work.

11. The purchase price of \$17,000,000 shall include County portion of work required for utility relocation work on the Parcel, consisting of inspection and plan review.

12. County reserves the portion of the remnant parcel west of new Swan Boulevard for construction by WisDOT of a park and ride lot, replacing the park and ride lot being removed from Parcel 11 of the Project. Construction details and scheduling of the work for the replacement park and ride lot will be determined in conjunction with WisDOT's acquisition of land from County on parcel 11 of the Project.

13. County will execute a construction permit to WisDOT substantially in the form of DT1732 for purposes of WisDOT and its contractors to have access to County lands to perform activities agreed to under this Agreement.

14. County agrees to WisDOT's reasonable reuse of items used to construct the temporary salt storage facility under paragraph 9(d) of this Agreement for construction of the permanent salt storage facility under paragraph 9(e).

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


**WISCONSIN DEPARTMENT
OF TRANSPORTATION:**

By: _____

MILWAUKEE COUNTY:

By: _____

EXHIBIT A

 = work exclusion area

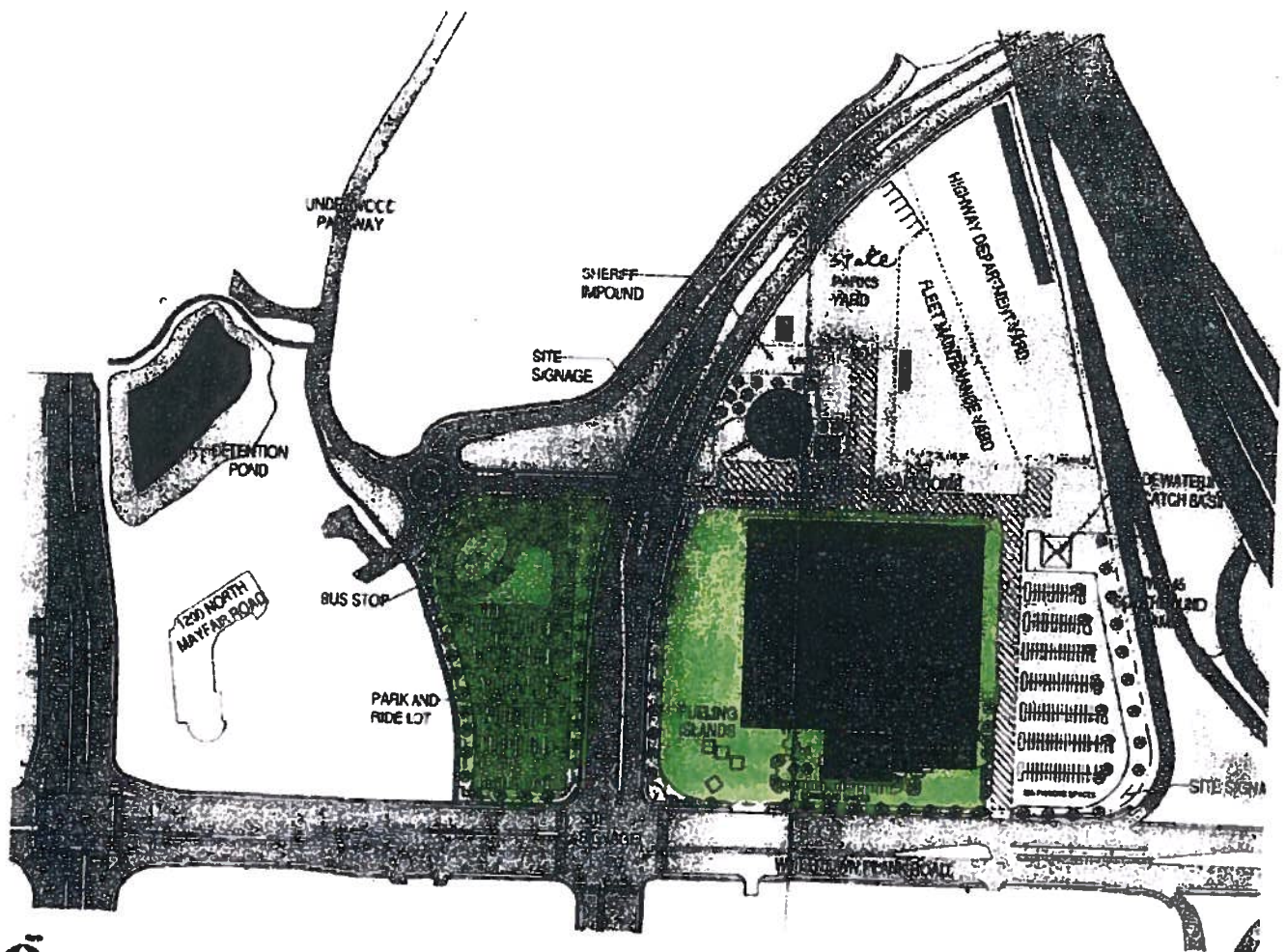


EXHIBIT A-1

<u>Work Description</u>	<u>Schedule for Completion</u>
a. Demolition of existing Sheriff/Highway Department Building, and associated site work, including capping existing utilities.	July, 2014
b. Demolition and removal of existing Warehouse Building, and associated site work, including capping existing utilities on land leased by County to MRMC and described in Exhibit D.	Nov.-Dec., 2013
c. Demolition and removal of existing concrete paving on northern and eastern edge of Fleet Building, as required by the final plan for the Plan area.	July, 2014
d. Construction of a temporary salt storage facility, including a calcium chloride pre-wet holding and dispensing area and an electrically powered salt conveying system, or equivalents, under specifications agreed to by the Parties, necessary for temporary use during the construction period of the permanent facility, as described in subparagraph(e), below, to provide continuous availability of salt.	June, 2013
e. Construction of a permanent replacement 15,000 ton salt storage facility, including a calcium chloride pre-wet holding and dispensing area and an electrically powered salt conveying system, under specifications agreed to by the Parties.	May, 2015
f. Installation of light poles for lighting required on the Fleet facility site, as required by the final plan for the Plan area.	July, 2014
g. Clearing and grading Parcel to match new WisDOT roadway improvements with continuous yard grades, as required by the final plan for the Plan area.	July, 2014
h. Construction of new asphalt paving in yards and at demolished buildings, of sufficient strength for vehicles currently used in the yards, as required by the final plan for the Plan area.	July, 2014
i. Construction of new heavy-duty concrete paving in main traffic circulation paths on the north and east sides of the Fleet Building, as required by the final plan for the Plan area.	July, 2014
j. Installation of connection to regional stormwater detention basin, as required by the final plan for the Plan area, to meet Parcel storm water requirements.	October, 2013

- k. Installation of fencing along Watertown Plank Road, as required by City of Wauwatosa ordinances applicable to the Fleet facility site. September, 2014
- l. Installation of landscaping at site perimeter and parking lots, as required by City of Wauwatosa ordinances for the Fleet facility site. September, 2014
- m. Reconfiguration of site utilities, including water, fire hydrants, sanitary, gas and electrical low and medium voltage systems caused by WisDOT work, as required to restore function of said utilities. October, 2014
- n. Construction of permanent replacement sheds which are displaced, at new location on Parcel, and temporary construction or accomodation of the materials located in the current sheds prior to permanent replacement. June, 2013 (temporary)
May, 2015 (permanent)

EXHIBIT B

(County Remnant)

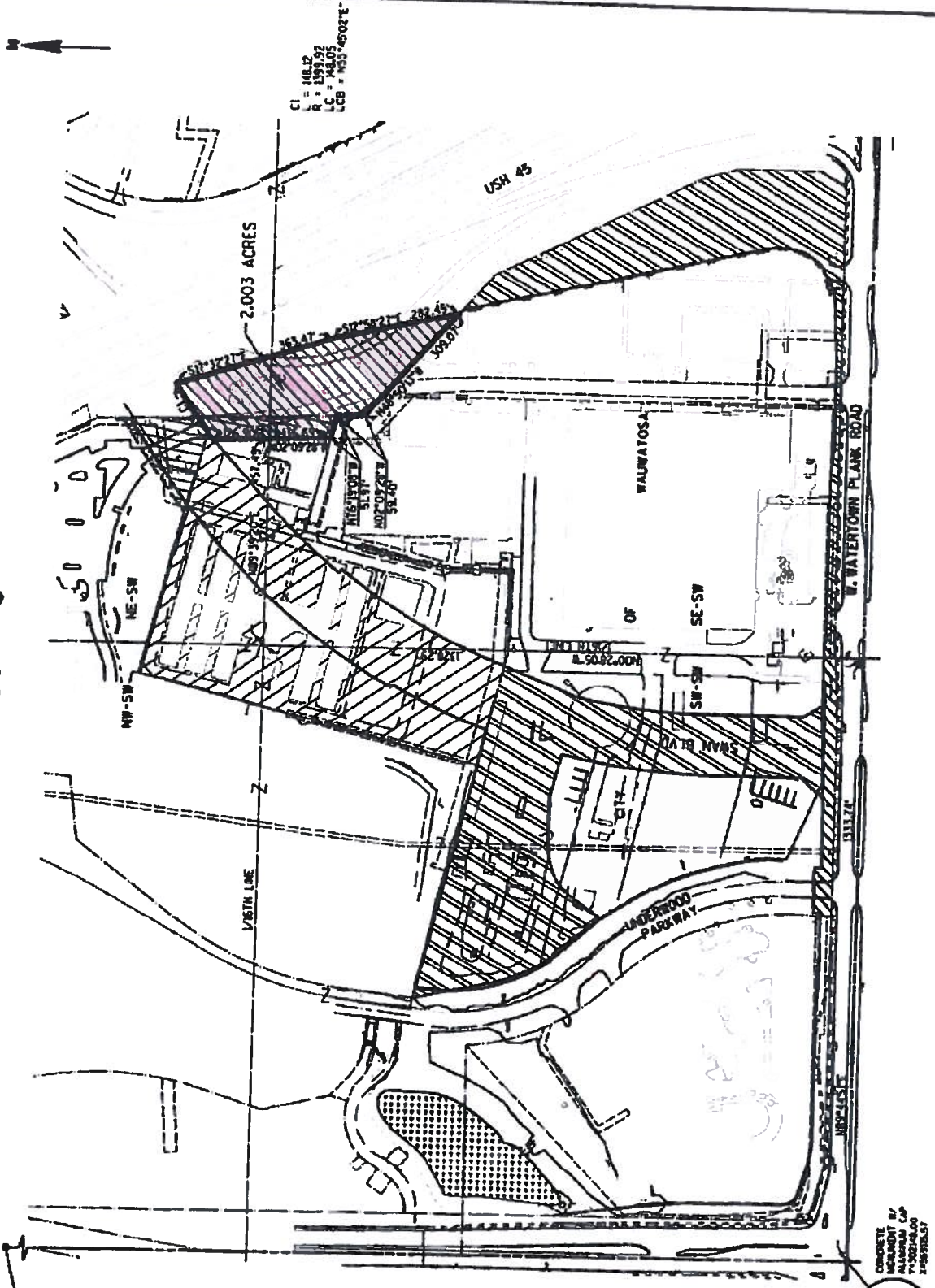
That part of Lot 2 of CSM 7371 recorded in document 8730753 and being in the Southwest 1/4 of the Southwest 1/4, the Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 20, Town 7 North, Range 21 East, described as follows:

Beginning at the southeast corner of said Lot 2; thence North $87^{\circ}38'33''$ West along the south line of said Lot 2, 210.51 feet to a point on a curve; thence northeasterly 420.14 feet, along the arc of a curve to the right, with a radius of 1345.00 feet and a chord bearing and length of North $29^{\circ}06'18''$ East 418.43 feet; thence North $51^{\circ}56'46''$ West 10.00 feet to a point on a curve; thence northeasterly 204.62 feet along the arc of a curve to the right, with a radius of 1355.00 feet and a chord bearing and length of North $42^{\circ}22'48''$ East 204.43 feet; thence North $46^{\circ}42'22''$ East 203.59 feet to the east line of said Lot 2; thence South $2^{\circ}09'28''$ East along said east line, 263.59 feet; thence North $76^{\circ}19'08''$ West 213.64 feet; thence South $13^{\circ}00'42''$ West 329.61 feet; thence South $0^{\circ}14'13''$ East 137.02 feet to the point of beginning.

This parcel contains **1.964 acres**, more or less.

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EXHIBIT "C"



CI = 146.12
 R = 139.92
 LC = 146.05
 LCB = 145.460272

CONCRETE
 SURVEYING &
 ALTIMETER CO.
 77 S. MARSHALL ST.
 MILWAUKEE, WI 53204
 414-362-0014

CONCRETE
 SURVEYING &
 ALTIMETER CO.
 77 S. MARSHALL ST.
 MILWAUKEE, WI 53204
 414-362-0014

DATE: FEB. 18, 2013	SCALE: FEET	1" = 200'	STATE RW PROJECT NUMBER: 1060-33-23	PLAY SHEET
EXCESS LANDS	DATE: FEB. 18, 2013	DATE: FEB. 18, 2013	CONSTRUCTION PROJECT NUMBER: 1060-33-72	PS&E SHEET
DATE: FEB. 18, 2013	DATE: FEB. 18, 2013	DATE: FEB. 18, 2013	DATE: FEB. 18, 2013	DATE: FEB. 18, 2013

DATE: FEB. 18, 2013

STATE RW PROJECT NUMBER: 1060-33-23
 COUNTY: MILWAUKEE
 CONSTRUCTION PROJECT NUMBER: 1060-33-72
 DATE: FEB. 18, 2013

EXHIBIT D

PREMISES

LEGAL DESCRIPTION

The part of the Southwest 1/4 of Section 20, Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin which is bounded and described as follows: Commencing at the Southeast Corner of said 1/4 Section; thence South 89° 45' 16" West along the South Line of said 1/4 Section 617.49 feet to a point; thence North 0° 12' 06" West along the East Line of the Milwaukee County Central Automotive Maintenance Garage site parcel 787.00 feet to the Northeast Corner of said parcel; thence South 89° 45' 16" West along the North Line of said parcel 145.67 feet to the point of beginning; thence South 89° 45' 16" West, continuing along the North Line of said parcel, 400.00 feet to a point; thence North 0° 14' 44" West 137.02 feet to a point; thence North 13° 00' 11" East 306.35 feet to a point; thence South 76° 19' 39" East 307.00 feet to a point; thence South 14° 19' 39" East 55.00 feet to a point; thence South 4° 51' 53" East 228.77 feet to a point; thence South 0° 14' 44" East 80.00 to the point of beginning.

The above described parcel contains 3.3707 acres.

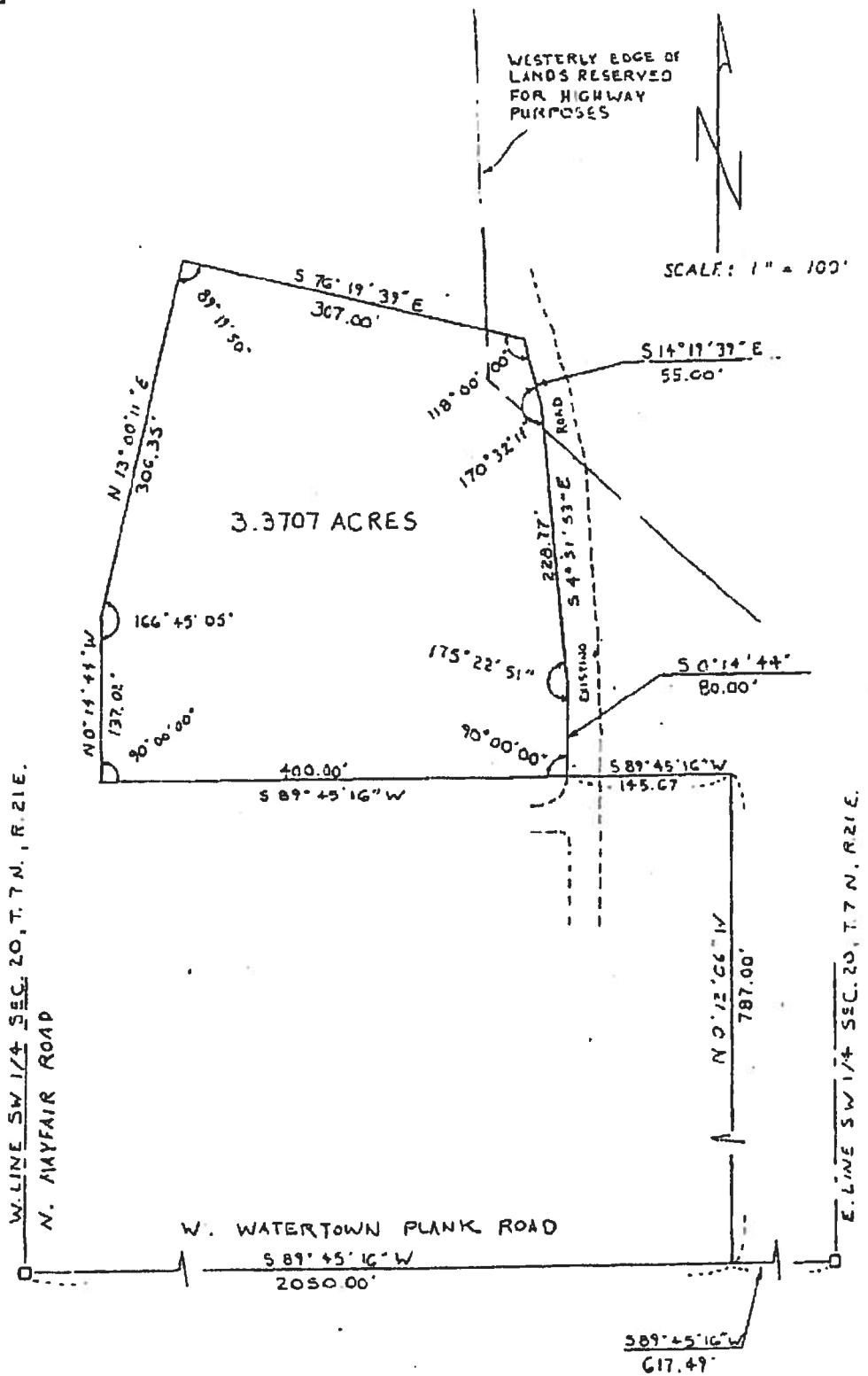


EXHIBIT A

AREA TO BE USED FOR
JOINT WAREHOUSE

JANUARY 1988 G.G. HIGH

MILWAUKEE COUNTY DEPARTMENT OF PUBLIC WORKS
PROFESSIONAL SERVICES DIVISION

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 3/12/13

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorization to Enter Into an Agreement with Wisconsin Department of Transportation for the Acquisition of Land and Adaptation of Facilities on the County Owned Fleet/Highway Property on Watertown Plank Road. Increase Expenditure Authority and Revenue by \$17,000,000 in Recognition of the Agreement for Necessary Capital Improvements and a Contribution to the Appropriation for Contingencies.

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)
<input type="checkbox"/> Absorbed Within Agency's Budget
<input checked="" type="checkbox"/> Not Absorbed Within Agency's Budget
<input type="checkbox"/> Decrease Operating Expenditures
<input checked="" type="checkbox"/> Increase Operating Revenues
<input type="checkbox"/> Decrease Operating Revenues | <input checked="" type="checkbox"/> Increase Capital Expenditures
<input type="checkbox"/> Decrease Capital Expenditures
<input checked="" type="checkbox"/> Increase Capital Revenues
<input type="checkbox"/> Decrease Capital Revenues
<input type="checkbox"/> Use of contingent funds |
|---|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$950,000	
	Revenue	\$950,000	
	Net Cost	\$0	
Capital Improvement Budget	Expenditure	\$16,050,000	
	Revenue	\$16,050,000	
	Net Cost	\$0	

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. Authorization to enter into an agreement with the Wisconsin Department of Transportation for the acquisition of land and adaptation of facilities on the county owned Fleet/Highway property on Watertown Plank Road as part of the Zoo Interchange Reconstruction project.

As part of entering into this agreement, provide expenditure authority and revenue in an amount of \$17,000,000.

Of the \$17,000,000 received, \$16,050,000 would be used for multiple capital improvement projects (listed below) that are necessary due to the impacts of the Zoo Interchange upon multiple Milwaukee County facilities and operations. In addition, the balance of funds totaling \$950,000 would be deposited into the 2013 operating budget for Org Unit 1945 Appropriation for Contingencies.

Capital Projects \$16,050,000 breakdown: \$8,910,000 Replacement of the Warehouse Facility; \$6,300,000 Fleet/Highways/Sheriff Building Modifications; \$150,000 Traffic Assessment and Environmental Impact; \$90,000 Signage; \$250,000 Zoo Interchange Related Professional Services including legal; \$100,000 Mitchell Park Greenhouses; \$250,000 Zoo Interchange Utilities Relocation.

- B. The direct costs for the necessary capital improvements totaling \$16,050,000 are anticipated to be offset with land sale revenue received from the State. The balance of available land sale revenue totaling \$950,000 is recommended to be deposited into the 2013 Appropriation for Contingencies.
- C. Budgeted expenditures and revenue would be increased by \$17,000,000 to reflect the costs associated with the necessary capital improvements of \$16,050,000 that are a result of the

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

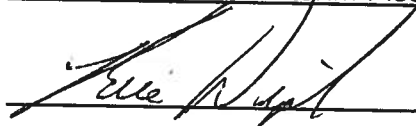
Zoo Interchange project as well as a \$950,000 deposit into the 2013 operating budget for Appropriation for Contingencies.

- D. It is assumed that the agreement will be entered into during 2013, proceeds will be received in 2013 of \$17,000,000 and are not on an actual expenditure for reimbursement basis, and that the \$17,000,000 of proceeds will be sufficient to cover capital project related costs.

The attached spreadsheet identifies how the \$17 million in sale proceeds are allocated to individual capital improvement projects.

Department/Prepared By James H. Martin – Interim Fiscal Administrator MCDOT

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required