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3 From the Director, Facilities Management Division, Department of Administrative
4 Services, requesting authorization to execute an Intergovernmental Cooperation
5 Agreement between Milwaukee County and the City of Milwaukee regarding
6 replacement, maintenance, and use of improvements with the MacArthur Square
7 easement area, by recommending adoption of the following:

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9 **AN AMENDED RESOLUTION**

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11 WHEREAS, on September 14, 1976, the City of Milwaukee (the City) and
12 Milwaukee County (the County) entered into an easement agreement granting the
13 County a permanent easement to City-owned property at the City's MacArthur Square
14 parking structure, for which the easement area was to be used in conjunction with
15 expansion of the Milwaukee Public Museum (MPM); and

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17 WHEREAS, the easement agreement granted certain rights and responsibilities
18 to the County, including, but not limited to, the responsibility of "maintenance and repair
19 of the surfaces of all floors, walls and ceilings of the rooms situated in the areas herein
20 conveyed," and the easement agreement also granted certain rights and responsibilities
21 to the City, including, but not limited to, the responsibility of "structural maintenance and
22 repair of all such walls, ceilings, and floors;" and

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24 WHEREAS, in a second easement agreement between the City and County (the
25 Parties), dated October 6, 1983, the City granted additional rights to the County, but did
26 not alter the responsibilities of the Parties to maintain and repair the floors, walls, and
27 ceilings to the same extent as the original easement agreement; and

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29 WHEREAS, included in the easement agreement is an area identified as the
30 Civic Center Plaza or Space Center ("Parcel 5" - more recently known for housing the
31 outdoor Pioneer Village exhibit), of which large portions of this area are above the
32 Interstate-43 exit ramp to the Kilbourn Avenue tunnel, and the lower level of the
33 MacArthur Square parking structure; and

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35 WHEREAS, when the MPM was originally constructed by the City, the Parcel 5
36 space was originally intended to be the floor of a building to be constructed at a later
37 date; and

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39 WHEREAS, the concrete floor was made from voided concrete designed for
40 indoor use; and the structure above Parcel 5 was never constructed causing the voided
41 concrete slab to deteriorate due to exposure to outdoor weather since its construction in
42 the 1960s; and

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44 WHEREAS, a structural engineering consultant hired by the City inspected the
45 voided concrete slab and recommended replacement of the voided concrete slab; and
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47 WHEREAS, upon further investigation, it has been determined that the voided
48 slab extends approximately ten feet under the museum lunch room, which will also
49 require replacement due to deterioration requiring reconstruction of a portion of the
50 lunch room; and

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52 WHEREAS, the structural engineering consultant has been hired by the City to
53 design a replacement slab that will meet the County's needs for light parking or
54 occupied outdoor space on Parcel 5; and

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56 WHEREAS, the County will retain the rights to use Parcel 5 as described in the
57 easement agreement, and shall be responsible for maintenance of the slab surface and
58 snow removal, and limited in its use of Parcel 5 as described in the Intergovernmental
59 Cooperation Agreement (ICA); and

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61 WHEREAS, the work necessary to replace the deteriorated concrete slab is
62 expected to occur in 2018 during the summer months when the lunch room is at its
63 lowest use; and

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65 WHEREAS, the goal is to ensure that Parcel 5 can continue to be safely utilized
66 for uses described in the ICA, as well as the roof of the Kilbourn Avenue tunnel and the
67 ceiling of the basement level of the MacArthur Square parking structure; and

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69 WHEREAS, the Parties propose a 50/50 proportionate share of the cost of
70 replacing the voided concrete slab and related impacts to the museum lunch room,
71 reflective of their respective roles as owner and easement occupant; and

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73 WHEREAS, the estimated project cost is \$2.6 million for consultant, staff and
74 construction costs, of which \$1.3 million is estimated to be the County's responsibility,
75 which will be requested in the 2018 Capital Budget; and

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77 WHEREAS, costs are being incurred by the City for planning and design in 2017;
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80 WHEREAS, a fund transfer to re-allocate funds from the Facilities Management
81 Division operations budget to address the County's 50 percent share of the planning
82 and design costs incurred in 2017, estimated at \$65,000, is being submitted to the
83 Milwaukee County Board of Supervisors concurrently with this ICA; and

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85 WHEREAS, the Committee on Transportation, Public Works, and Transit, at its
86 meeting of July 12, 2017, recommended adoption of File No. 17-427 (vote 4-0); now,
87 therefore,
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89 BE IT RESOLVED, the Milwaukee County Board of Supervisors (County Board)
90 hereby authorizes the County Executive and other Milwaukee County (the County) staff
91 to execute an Intergovernmental Cooperation Agreement (ICA) between the County and
92 City of Milwaukee regarding replacement, maintenance, and use of improvements
93 within the MacArthur Square easement area; and
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95 BE IT FURTHER RESOLVED, the County Executive, based on his signature of
96 the ICA, will include a 2018 capital budget amount sufficient to cover 50 percent of the
97 project cost, estimated at \$1.3 million, to replace the voided slab, and for other
98 allowable uses in the Parcel 5 area, and the County Board will duly consider this 2018
99 capital budget request.

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101 ~~BE IT FURTHER RESOLVED, the ICA commits the County to 50 percent of the~~
102 ~~project cost to replace the voided concrete slab and other allowable uses in the Civic~~
103 ~~Center Plaza or Space Center area, estimated at \$1.3 million.~~
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