



CITY OF WAUWATOSA

COMMON COUNCIL

MINUTES • JULY 15, 2014

Regular Meeting

Common Council Chambers

7:30 PM

7725 West North Avenue, Wauwatosa, WI 53213

PRESENT: Alds. Stippich, Tilleson, Walz-Chojnacki, Wilson, Bryne, Berdan, Causier, Dubinski, Hanson, Kofroth, McBride, Moldenhauer, Pantuso, Roznowski -14

EXCUSED: Alds. Walsh and Wilke

ALSO PRESENT: Mr. Ruggini, Finance Director; Mr. Kesner, City Attorney; Police Chief Weber; Ms. Ms. Enders, Development Director; Mr. Porter, Public Works Director; Ms. Ledesma, City Clerk

Mayor Ehley in the Chair

The Mayor called the meeting to order at 8:00 p.m.

Approval of minutes of previous meeting

It was moved by Ald. McBride, seconded by Ald. Hanson that the reading of the minutes of the last regular meeting be dispensed with and they be approved as printed. -14

Resolution changing the start time of the August 5, 2014 Common Council meeting

RESOLUTION R-14-142

WHEREAS, the regularly scheduled August 5th Common Council meeting will occur on the day of the annual Tosa's Night Out event; and

WHEREAS, numerous members of the Common Council and city staff may wish to participate in the post-sundown activities on that evening, but may not be able to do so if the meeting of the Common Council begins at 7:30 p.m.

NOW, THEREFORE, BE IT RESOLVED THAT the meeting of the Wauwatosa Common Council on August 5, 2014 shall begin at 6:30 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis McBride, Alderman
SECONDER:	Kathleen Causier, Alderwoman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

PUBLIC HEARING

1. Public hearing to satisfy public notice requirements for the assessment of the following completed street improvement projects: W. Center Street (N. 117-124 Streets), W. Capitol Drive (N. 92nd Street - N. Mayfair Road), and W. Meinecke Avenue (N. 81st Street to Swan Blvd.)

The first public hearing was held to satisfy notice requirements for certain completed street improvement projects: W. Center Street (N. 117th - N. 124th Streets), W. Capitol Drive (N. 92nd Street - N. Mayfair Road), and W. Meinecke Avenue (N. 81st Street to Swan Boulevard). When notice of public hearing was originally made for these projects, a few property owners had not received proper notification; this hearing corrects that situation.

The public hearing was declared open. Proof of publication is in the file.

No one of the public present wished to be heard in favor of any of the projects.

No one of the public present wished to be heard in opposition to any of the projects.

The following member of the public present had the following questions: Sally Sermersheim, 2379 N. 85th Street, asked how notifications were missed, why they took so long to be caught, how the individual property assessments were calculated, whether that figure might change if the property were incorrectly characterized as not being a corner lot (when it is), and whether final assessment figures (rather than estimates) for the work are available.

Mr. Porter stated errors made in surveying the affected neighborhoods occurred and not all properties were originally identified that should have been.

Mr. Ruggini apologized on behalf of the City, adding that some corner properties in these projects were not originally identified correctly, and reiterating that notices to a few affected property owners were not sent. The fact that the City was migrating to a new special assessment program at this time may have also been a factor. The billing for the Meinecke project was delayed in part because the project itself was delayed a few years. All those residents who did not receive proper notification will not be receiving invoices for the work until 2015, one year later than their neighbors. Assessments are figured based upon the linear footage of a lot.

Mr. Ruggini also noted that in the case of a condominium development on Center Street, only one owner out of 12 had received proper notification.

The public hearing was declared closed. Ordered held to the next Common Council meeting on August 5, 2014.

2. Proposed amendments to Chapter 24 of the Wauwatosa Municipal Code to clarify various sections within the Zoning Code (zoning code housekeeping update #2)

The second public hearing concerned proposed amendments to Chapter 24 of the Wauwatosa Municipal Code.

The public hearing was declared open. Proof of publication is in the file.

In a meeting held on June 9, 2014, the City Plan Commission recommended approval of the request.

No one of the public present wished to be heard in favor of the proposed Zoning Code amendments.

No one of the public present wished to be heard in opposition to the proposed Zoning Code amendments.

No one of the public present wished to be heard either for or against the proposed Zoning Code amendments or had any comments or questions.

The public hearing was declared closed. Ordered held to the next Community Development Committee meeting on July 29, 2014.

Before moving on to the next agenda item, the Mayor then highlighted the awards that the City received in the

past three years:

2012: Salute to Local Government, "Effective Use of Technology," Public Policy Forum; Second place winner, Digital Cities' Survey, City of Wauwatosa, Center for Digital Government; Tree City USA, 30 years, 1982-2012, Arbor Day Foundation

2013: Salute to Local Government, "Leader of the Future Award, John Ruggini," Public Policy Forum; Certificate of Achievement for Excellence in Financial Report, Government Finance Officers Association of U.S. and Canada; Great Places in Wisconsin, Wauwatosa Urban Centers - The Village and East Tosa, American Planning Association, Wisconsin Chapter

2014: Project of the Year, UWM Innovation Campus, American Public Works Association' Honorable Mention Real Estate Awards, Best Public/Private Partnership, UWM Innovation Campus Infrastructure, *Milwaukee Business Journal*; Salute to Local Government, "Intergovernmental Cooperation," Public Policy Forum; Honorable Mention City Livability Award, UWM Innovation Campus, US Conference of Mayors and Waste Management

APPOINTMENTS BY THE MAYOR

1. Energy and Recycling Advisory Committee (appointment, final reading)

Deb Konopacky, 7621 Rogers Avenue (Dist. 1)
Wauwatosa business owner
Term expires 12/31/16

Andy Korb, 2212 N. 64th Street (Dist. 1)
Architect
Term expires 12/31/16

It was moved by Ald. Roznowski, seconded by Ald. Berdan
to concur with the foregoing appointments. -14

APPLICATIONS, COMMUNICATIONS, ETC.

1. Request by Maya Romboy, East Tosa Alliance, for a Street Festival Permit for the 5th Annual Chili'n on the Avenue on Saturday, September 13, 2014

Community Development Committee, Board of Public Works

2. Notices of Claim: Murtis Grant-Acquah, 3443 Menomonee River Parkway; Carol Hemze, 1813 N. 69th Street

City Attorney

3. Wauwatosa Water Utility Statement of Receipts and Disbursements for the month ended June 30, 2014

Place on file

4. MMSD's 2013 Comprehensive Annual Financial Report and 2013 Proceedings of the Commission

Place on file

FROM THE PLAN COMMISSION

1. Resolution approving a Conditional Use in the C1 District at 7734 Harwood Avenue for a drinking establishment (Bridgetowne Lounge), Peter Haise, Bridgetowne Lounge

Commission recommended approval 6-0

RESOLUTION R-14-131

WHEREAS, Peter Haise, Bridgetowne Lounge, applied for a Conditional Use in the C1 District at 7734 Harwood Avenue for a drinking establishment, and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to Peter Haise, Bridgetowne Lounge, for a drinking establishment in the C1 District at 7734 Harwood Avenue, with the following conditions:

1. hours of operation 8 a.m. to 12 a.m. daily with patio hours of 8 a.m. to 11 p.m. daily
2. occupancy, including outdoor seating and employees, is limited to maximum 49 persons
3. compliance with building and fire codes
4. obtaining any necessary licenses and permits

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

2. Resolution approving a Conditional Use in the C0 District at 12121 West North Avenue for a childcare center, Rosemary Krause and Janey Brandt, Wauwatosa Day Care and Learning Centers, and Wauwatosa School District, applicants

Commission recommended approval 5-0-1

RESOLUTION R-14-132

WHEREAS, Rosemary Krause and Janey Brandt, Wauwatosa Day Care and Learning Centers, and Wauwatosa School District applied for a Conditional Use in the C0 District at 12121 West North Avenue for a childcare center, and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to Rosemary Krause and Janey Brandt, Wauwatosa Day Care and Learning Centers, and Wauwatosa School District for a childcare center in the C0 District at 12121 West

North Avenue with the following conditions:

- 1. hours of operation 6:30 a.m. to 6 p.m. daily
- 2. obtaining any necessary licenses and permits

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

- 3. Resolution approving a Conditional Use in the C2 District at 2500 North Mayfair Road for a coffee shop (Starbucks), David Carr, Ted Moudis Associates, and Steve Smith, General Growth Properties, applicants

Commission recommended approval 6-0

RESOLUTION R-14-133

WHEREAS, David Carr, Ted Moudis Associates, and Steve Smith, General Growth Properties, applied for a Conditional Use in the C2 District at 2500 North Mayfair Road for a coffee shop (Starbucks), and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to David Carr, Ted Moudis Associates, and Steve Smith, General Growth Properties, for a Starbucks coffee shop in the C2 District at 2500 North Mayfair Road, with the following conditions:

- 1. hours of operation 7 a.m. to 10 p.m. daily
- 2. obtaining any necessary licenses and permits

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

- 4. Resolution approving a Land Division via Certified Survey Map at 1215 North 62nd Street, Wayne Wiertzema and Stewart M. Wangard, Tosa Reef, LLC., applicants

Commission recommended approval 6-0

RESOLUTION R-14-134

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Wayne Wiertzema and Stewart M. Wangard, Tosa Reef, LLC., for a

Land Division by Certified Survey Map at 1215 North 62nd Street. The location of the parcels is more particularly described as follows:

Parcel 3 of Certified Survey Map No. 7639, recorded as Document No. 9060977, being a part of the Southwest ¼ and the Southeast ¼ of the Southeast ¼ of Section 22 and the Northwest ¼ and the Northeast ¼ of the Northeast ¼ of Section 27 in the Town 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

- 5. Resolution approving a Land Combination via Certified Survey Map in the C1 District at 1529 Wauwatosa Avenue, Linda Bergman, MSI General Corp., and Wauwatosa Avenue United Methodist Church, applicants

Commission recommended approval 6-0

RESOLUTION R-14-135

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Linda Bergman, MSI General Corp., and Wauwatosa Avenue United Methodist Church for a Land Combination by Certified Survey Map at 1529 Wauwatosa Avenue. The location of the parcel is more particularly described as follows:

Being the South 30 feet of Lots 1 and 2 and all of Lots 4, 5, 6, and 7 of Assessors Plat No. 22; Also all of Lots 16 and 17 of the Resubdivision of Lots 1, 2, 3, 4, 10, and Part of Lot 5 in Greenwoods Sub'd; Also all of Lots 1, 2, 18, 19, 20, and the North ½ of Lot 3 and the North 1.5 Feet of Lot 17, all in Coulthards Sub'd; and a Part of the NE ¼ of the SE ¼ of Section 21 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

RESULT:	APPROVED [13 TO 0]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
ABSTAIN:	Stippich
EXCUSED:	Walsh, Wilke

- 6. Resolution approving a Land Division in the R1-6 District at 1926 and 2006 Two Tree Lane, Jeff Johnson and Stephen Kaniewski, applicants

Commission recommended approval 6-0

RESOLUTION R-14-136

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Jeff Johnson and Stephen Kaniewski for a Land Division in the R1-6 District at 1926 and 2006 Two Tree Lane. The land being divided is more particularly described as follows:

The East 110.5 ft of Lot 7, Block 1, and part of the East 110.55 feet of Lot 8, Block 1, Amended Plat of Washington Highlands, being a subdivision of a part of the NE 1/4 and the Southeast 1/4 of Sec 22, Township 7 North, Range 21 East described as follows: Commencing at the Northeast corner of Lot 7, Block 1, thence S 88°36'54"W, 110.55 ft; thence S 01°08'21"E, 133.99 feet; thence N 88°36'54"E, 110.92 ft; thence N 01°17'56"W, 133.99 ft to the point of beginning. Said land containing 14,838 sf.

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Tilleson, Alderman
SECONDER:	Matthew Stippich, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

FROM THE COMMITTEE ON COMMUNITY DEVELOPMENT

1. Resolution recommending approval of a Development Agreement with Mandel Development for residential development associated with the Eschweiler Buildings at UWM Innovation Campus

Committee recommended approval 6-1

RESOLUTION R-14-137

BE IT RESOLVED, by the Common Council of the City of Wauwatosa THAT appropriate City Officials are hereby authorized to execute the proposed Development Agreement with Echelon LLC for residential development associated with the Eschweiler Buildings at the UWM Innovation Campus in a form substantially in compliance with the version which was amended and approved by the Committee on Community Development at its meeting of July 8, 2014, a copy of which is attached hereto and incorporated herein.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Pantuso, Alderman
SECONDER:	Jeffrey Roznowski, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

2. Resolution approving a Land Division by Certified Survey Map at approximately 1300 Discovery Parkway, David Gilbert, UWM Real Estate Foundation, applicant

Committee recommended approval 7-0

RESOLUTION R-14-138

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to David Gilbert, UWM Real Estate Foundation for a Land Division by Certified Survey Map at approximately 1300 Discovery Parkway. The location of the parcels is more particularly described as follows:

Being a division of Lot 2 and Lot 3 of Certified Survey Map No. 8523 in the Northwest ¼, Southeast ¼ and the Southwest ¼ of the Southeast ¼ of Section 20 and the Northeast ¼ and the Northwest ¼ of the Northeast ¼ of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Pantuso, Alderman
SECONDER:	Jeffrey Roznowski, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

- 3. Resolution approving a Planned Development Amendment at 1200 North Mayfair Road for signage, Kim Guerrero, Wangard, and 1200 & 1233 Mayfair TIC Group, applicants

Committee recommended approval 7-0

RESOLUTION R-14-139

WHEREAS, Kim Guerrero, Wangard, and 1200 & 1233 Mayfair TIC Group applied for signage at the High Pointe office building located at 1200 North Mayfair Road;

WHEREAS, this request was reviewed and recommended by the Committee on Community Development and determined to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants approval to Kim Guerrero, Wangard, and 1200 & 1233 Mayfair TIC Group for signage at 1200 North Mayfair Road.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Pantuso, Alderman
SECONDER:	Jeffrey Roznowski, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

FROM THE COMMITTEE ON BUDGET & FINANCE

1. Resolution authorizing acceptance of a Site Assessment Grant from the Wisconsin Economic Development Corporation in the amount of \$133,500 and approving an associated Level III fund transfer

Committee recommended approval 5-0

RESOLUTION R-14-140

BE IT RESOLVED, by the Common Council of the City of Wauwatosa, THAT the appropriate City officials are hereby authorized to execute the Site Assessment Grant Contract between the Wisconsin Economic Development Corporation and the City of Wauwatosa.

BE IT FURTHER RESOLVED THAT the grant amount of \$133,500 is hereby accepted as a revenue by the City of Wauwatosa and a Level III transfer of funds allowing the expenditure of the grant funds is hereby approved.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey Roznowski, Alderman
SECONDER:	James Moldenhauer, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

2. Resolution denying the claim of Valerie Emerson, 3960 S. 55th Street, Milwaukee

Committee recommended approval 5-0

RESOLUTION R-14-141

BE IT RESOLVED, by the Common Council of the City of Wauwatosa THAT the claim filed by Valerie Emerson for injuries be and the same is hereby denied and placed on file for the reason that no liability exists on the part of the City;

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to notify said claimant of this action of the Common Council as provided by law.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey Roznowski, Alderman
SECONDER:	James Moldenhauer, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

3. Ordinance amending Section 6.08.475 of the Wauwatosa Municipal Code providing for discretionary standards in the issuance of grants for certain Reserve "Class B" Liquor licenses

Committee recommended approval 5-0

ORDINANCE O-14-19

The Common Council of the City of Wauwatosa do ordain as follows:

Part I. Section 6.08.475. B. Of the Code of the City of Wauwatosa is hereby amended to read in its entirety as follows:

B. Following the issuance of an original reserve Class B liquor license and upon application, the Common Council may exercise its discretion in determining whether to provide a grant to the licensee in an amount not to exceed \$500.00 less than the amount actually paid by the licensee to the City of Wauwatosa for issuance for the new reserve Class B liquor license. Prior to awarding the grant, the Common Council shall make such findings and establish such conditions to ensure that grant funds awarded are provided for purposes of economic development and accessibility, and that fees received by the City shall be used for construction of bicycle and pedestrian facilities to promote the health, safety, and welfare of the community.

Part II. This ordinance shall take effect on and after its date of publication.

RESULT:	ADOPTED [13 TO 1]
MOVER:	Jeffrey Roznowski, Alderman
SECONDER:	James Moldenhauer, Alderman
AYES:	Stippich, Kofroth, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
NAYS:	Byrne
EXCUSED:	Walsh, Wilke

4. Bills and Claims

FROM THE COMMITTEE ON BUDGET AND FINANCE

BILLS AND CLAIMS FOR THE PERIOD 07/02/14 - 07/15/14 -

The Committee on Budget and Finance hereby reports to the Common Council that it has examined the accounts of bills and claims and hereby certifies the same as correct and recommends that each of said accounts be allowed and paid.

Total bills and claims for 06/02/14 - 07/15/14 \$3,600,212.80

It was moved by Ald. Causier, seconded by Ald. Dubinski that each and every account of bills and claims be allowed and ordered paid. Roll call vote, Ayes 14.

RESULT:	APPROVE [UNANIMOUS]
MOVER:	Kathleen Causier, Alderwoman
SECONDER:	John Dubinski, Alderman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

FROM THE BOARD OF PUBLIC WORKS

1. Resolution authorizing an encroachment into city right-of-way abutting Cafe Bavaria, 7700 Harwood Avenue, for the installation of 8 bicycle bollards, Sean Phelan, 7700 Harwood LLC, applicant

Board recommended approval 4-0

RESOLUTION R-14-143

BE IT RESOLVED, by the Common Council of the City of Wauwatosa, THAT permission be and the same is hereby granted to Sean Phelan, 7700 Harwood, LLC, to encroach onto City right-of-way at 7700 Harwood Avenue, Wauwatosa, Wisconsin, for the installation of eight (8) bicycle bollards, as more particularly described in the application to the Board of Public Works, and conditioned upon u-lock attachments being parallel to Menomonee River Parkway, installation of signage indicating "No Parking on Bridge" through the walkway area on the Harwood Pedestrian Bridge, and providing "before and after" photos of the sidewalk area above and below ground where the proposed bollards are being placed, subject to approval of the City Engineer or his designee, and also subject to the applicant executing unto the City of Wauwatosa an indenture setting forth the terms, provisions, and conditions relating to the granting of the aforesaid permission by said City to said applicant.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tim Hanson, Alderman
SECONDER:	Kathleen Causier, Alderwoman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

2. Resolution rejecting bids received for Contract 14-01, N. 104th Street Storm Sewer Extension

Board recommended approval 4-0

RESOLUTION R-14-144

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Contract 14-01, 104th Street Storm Sewer Extension; and

WHEREAS, bids and proposals were received at the office of the City Clerk until 10:01 o'clock in the fore noon Friday, the 11th day of July, 2014, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

Super Excavators, Inc.	\$2,548,125.00
Globe Contractors, Inc.	\$2,595,872.45; and

WHEREAS, the amount budgeted for Contract 14-01, 104th Street Storm Sewer Extension is \$1,190,000.00; and

WHEREAS, the lowest bid received in the amount of \$2,548,125.00 is \$1,358,125.000 over the budgeted amount; and

WHEREAS the Board of Public Works recommends that the proper City Officials not enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa that the bids received for Contract 14-01, 104th Street Storm Sewer Extension be rejected.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tim Hanson, Alderman
SECONDER:	Kathleen Causier, Alderwoman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

- 3. Resolution awarding the bid for Contract 14-81, Upgrade City Fueling System, to Walt's Petroleum Service, Inc., for the base bid of \$246,000, and allocating \$60,000 from the Fleet Reserve Account Fund Balance for this purpose

Board recommended approval 4-0

RESOLUTION R-14-145

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Contract 14-81/Project 6211 Upgrade City Fuel System, bids and proposals were received at the office of the City Clerk and on June 19, 2014, publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

BIDDER	BASE BID	ALT. #1	ALT #2	ALT #3
Walt's Petroleum Service Inc.	\$246,000	No Bid	\$ 3,500	\$ 90,800
Interstate Pump & Tank	\$325,635	No Bid	\$16,967	\$ 59,646
Petroleum Equipment Co.	\$415,622	No Bid	\$14,000	\$140,000

WHEREAS, the lowest bid received is from Walt’s Petroleum Service Inc.; and

WHEREAS, sufficient funds are available from the fund balance in the Fleet Reserve Account to pay the cost of this contract above previously-budgeted amounts; and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with Walt’s Petroleum Service Inc. for the work of Contract 14-81/Project 6211 Upgrade City Fuel System at and for their bid price of \$246,000, this being the lowest and best bid; and

BE IT FURTHER RESOLVED THAT the amount of \$60,000 is hereby authorized for transfer from the Fleet Reserve Account to the necessary accounts for payment of the costs of the above contract award; and

BE IT FINALLY RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tim Hanson, Alderman
SECONDER:	Kathleen Causier, Alderwoman
AYES:	Stippich, Kofroth, Byrne, Berdan, Causier, Dubinski, Hanson, McBride, Moldenhauer, Pantuso, Roznowski, Tilleson, Walz-Chojnacki, Wilson
EXCUSED:	Walsh, Wilke

Carla A. Ledesma, CMC, City Clerk

CITY OF WAUWATOSA
Resolution

R-14-142

By:

WHEREAS, the regularly scheduled August 5th Common Council meeting will occur on the day of the annual Tosa's Night Out event; and

WHEREAS, numerous members of the Common Council and city staff may wish to participate in the post-sundown activities on that evening, but may not be able to do so if the meeting of the Common Council begins at 7:30 p.m.

NOW, THEREFORE, BE IT RESOLVED THAT the meeting of the Wauwatosa Common Council on August 5, 2014 shall begin at 6:30 p.m.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
MEMO

To: **Common Council**

From: **Carla Ledesma**

Date: **July 14, 2014**

Subject: **Public hearing to satisfy public notice requirements for the assessment of the following completed street improvement projects: W. Center Street (N. 117-124 Streets), W. Capitol Drive (N. 92nd Street - N. Mayfair Road), and W. Meinecke Avenue (N. 81st Street to Swan Blvd.)**

A. Issue

A few properties affected by the aforementioned street improvement projects were not notified of a public hearing prior to this work being approved by the Common Council. Such notice is statutorily required.

B. Background/Options

Public hearing notice is typically mailed to every property owner who would be affected by planned street improvements. Unfortunately, when the mail list for the three aforementioned projects were prepared, a few parcels were omitted from the list. Public hearings for the first two projects were held in October 2012; the public hearing for the third was conducted in December 2008.

Only one property owner in a condominium complex on W. Center Street project received notification; the other 11 had not. With the Capitol Drive and Meinecke Avenue projects, one property owner affected by each project had not received proper notification.

Since all property owners did not waive their right to a public hearing, a public hearing is statutorily required.

C. Fiscal Impact

The letter (attached) is a belated effort to provide the property owners with formal notification of the project and the related special assessment that will be billed to them. This bill would normally be due this year, but in recognition of the City's error, the billing will be delayed by one year so that property owners will not receive a bill until April 2015. They will not be charged interest in the interim.

D. Recommendation

This memo is provided as background information only.



CITY OF WAUWATOSA
 MEMORIAL CIVIC CENTER
 7725 WEST NORTH AVENUE
 WAUWATOSA, WI 53213
 Telephone: (414) 479-8917
 Fax: (414) 479-8989

May 16, 2014

Dear Property Owner:

You are receiving this letter because a street abutting your property has been improved, that being **Center Street from N. 117th Street to N. 124th Street*. Copies of the Notice of Public Hearing and the final Common Council resolution approving the project are enclosed.

This information is normally mailed to every property owner who would be affected by planned street improvements. Unfortunately, when the mail list for the project was prepared, a few parcels were omitted from the list.

With our apologies, this is a belated effort to provide you with formal notification of the project and the related special assessment that will be billed to you. This bill would normally be due this year, but in recognition of our error, we have delayed the billing by one year so that you will not receive a bill until April 2015. You will not be charged interest in the interim. When you do receive the bill, you will have the option to pay it in full, or in five annual installments with interest, along with your property taxes.

The special assessment amount against your property is estimated to be _____.

Public Hearing. The public hearing for your project was held on ****October 16, 2012**. Unless all non-notified property owners waive their right to a public hearing, the City is required to schedule another public hearing for those owners of the affected parcels.

Waiver of Public Hearing. You may waive the right to a public hearing by completing the bottom portion of this letter and returning it to the City Clerk's Office in the stamped, pre-addressed envelope provided. Unless all affected property owners submit waivers, a public hearing will be scheduled and you will be notified.

If you have any questions, please contact the City Clerk's Office at 479-8919. Specific project questions may be directed to the Engineering Department at 479-8927.

Sincerely,

Carla A. Ledesma, CMC, City Clerk

* or *Capitol Drive from N. 92nd Street to N. Mayfair Road* (1 parcel) or *Meinecke Avenue from N. 81st Street to Swan Boulevard* (1 parcel). 12 parcels on Center Street

** or December 2, 2008 (Meinecke)

Attachment: Missed public hearing letter (2330 : Late public hearing notice)

If you waive the right to a public hearing, please complete the following and return it to the City Clerk's Office by June 6, 2014.

*****Cut Here*****

I hereby WAIVE MY RIGHT TO A PUBLIC HEARING before the Wauwatosa Common Council regarding the proposed special assessment for street improvements affecting my property at:

Address

Name of owner

Date

Signature

Attachment: Missed public hearing letter (2330 : Late public hearing notice)

CITY OF WAUWATOSA
MEMO



To: **Common Council**

From: **Tamara Szudy**

Date: **July 16, 2014**

Subject: **Proposed amendments to Chapter 24 of the Wauwatosa Municipal Code to clarify various sections within the Zoning Code (zoning code housekeeping update #2)**

A. Issue

Miscellaneous zoning text amendments to Chapter 24 of the Wauwatosa Municipal Code (zoning code housekeeping update #2)

B. Discussion

See the attached memo for additional information. The Plan Commission reviewed and recommended approval of these amendments on June 9, 2014 with one minor revision that is reflected in the attached memo. A public hearing was held before the Common Council on July 15th and there were no comments in favor or against the amendments.

C. Recommendation

Staff recommends approval.

History:

06/09/14 Plan Commission RECOMMENDED FOR APPROVAL



CITY OF WAUWATOSA
PLANNING DIVISION
 7725 WEST NORTH AVENUE, WAUWATOSA, WISCONSIN 53213

PHONE (414) 479-8957
 FACSIMILE (414) 479-8986
 E-MAIL: tplanning@wauwatosa.net
 WEB SITE: www.wauwatosa.net

To: Members of the Plan Commission
 From: Tammy Szudy, Principal Planner
 Re: 2014 Zoning Code Housekeeping Updates #2
 Date: June 2, 2014

This is the second round of “housekeeping” amendments to the City’s zoning code since it was adopted in March 2013. As this is a text amendment process, a public hearing before the Common Council is scheduled for July 15th. Please feel free to contact me if you have any questions.

1. **24.01.110E.3.A Split-Zoned Parcels, Zoning Map:** Clarify regulations.

Existing: For existing and proposed uses and structures, the more restrictive provisions of the applicable zoning districts apply to the entire parcel except when one base zoning district applies to at least 75% of the total parcel area and the remainder of the parcel is less than 5,000 square feet in area. The regulations of the zoning district that apply to the larger portion of the parcel apply to the entire parcel.

Proposed: For existing and proposed uses and structures, the more restrictive provisions of the applicable zoning districts apply to the entire parcel. However, when one base zoning district applies to at least 75% of the total parcel area and the remainder of the parcel is less than 5,000 square feet in area, the regulations of the zoning district that apply to the larger portion of the parcel apply to the entire parcel.

2. **24.03.040 Other Regulations, Commercial Districts:** Add a cross reference to the Overlay Zoning Districts.

Existing: None

Proposed: H. Overlay Zoning Districts. See Chapter 24.05

3. **24.06.040C Maximum Height, Lot and Building Standards, SP-PUB, Public Facilities District:** Revise maximum height for principal and accessory building as the current regulations are too low for this district, which is only in two areas of the City (Wauwatosa Public Works facility and Milwaukee County Public Works/Sheriff’s Station).

Existing: Principal Buildings: 35’; Accessory Buildings: 20’

Proposed: Principal Buildings: 50’; Accessory Buildings: 35’

4. **24.06.070I.1 Setbacks, SP-RP, Research Park District:** Clarify regulation.

Existing: From property line (50 feet from curblines) on Mayfair, Watertown Plank and Wisconsin: 25 feet

Proposed: From property line on Mayfair, Watertown Plank and Wisconsin: 50 feet

5. **24.07.030 Use Table:** Various revisions to allowed uses or terminology.
- M1 District – Add a footnote to cross reference a regulation in the Manufacturing section (24.04.040F)
Existing: None
Proposed: M1 District (top of column): [5]; Footnote: [5] See Section 24.04.040 F - Outdoor storage activities require a Conditional Use
 - Personal Improvement Services – Inadvertent C in SP-PKG column – no uses other than parking are allowed in SP-PKG district.
Existing: C
Proposed: -
6. **24.12.020B.1 Standards, Perimeter Vehicular Use Area Landscaping:** Clarify regulation (in bold below).
Existing: A landscape strip with a minimum depth of 7 feet must be provided between the vehicular use area and the **street frontage**. This perimeter vehicular use area must include at least 3 deciduous trees and 10 shrubs per 50 feet of vehicular use area frontage.
Proposed: A landscape strip with a minimum depth of 7 feet must be provided between the vehicular use area and the **public right-of-way**. This perimeter vehicular use area must include at least 3 deciduous trees and 10 shrubs per 50 feet of vehicular use area frontage.
7. **24.15.040C.2 Intentional Damage or Destruction, Loss of Nonconforming Status, Nonconforming Structures:** Incorrect terminology – should be structure instead of use (in bold below).
Existing: When a nonconforming structure is intentionally destroyed or damaged by causes within the control of the owner and the extent of damage or destruction is more than 50% of the fair market value of the structure at the time of damage, based on information provided by the assessor's office, the **use** may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.
Proposed: When a nonconforming structure is intentionally destroyed or damaged by causes within the control of the owner and the extent of damage or destruction is more than 50% of the fair market value of the structure at the time of damage, based on information provided by the assessor's office, the **structure** may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.
8. **24.16.030G Review Criteria and Standards, Zoning Map Amendments (Rezoning):** Extra comma between public and health (in bold below).
Existing: Zoning map amendments are legislative decisions of the common council based on their consideration of the **public, health**, safety and general welfare.
Proposed: Zoning map amendments are legislative decisions of the common council based on their consideration of the **public health**, safety and general welfare.
9. **24.16.040 Conditional Use Permits:** Add expiration language. The Code has such language for Planned Developments and Variances but not for Conditional Uses.

Existing: None

Proposed: 1. Lapse of Approval. A Conditional Use will lapse and have no further effect one year after it is approved by the Common Council, unless:

1. a building permit has been issued (if required);
2. the use or structure has been lawfully established; or
3. unless a different lapse of approval period or point of expiration has been expressly established by the Common Council.

10. **24.16.110F.3 Notice of Hearing, Appeal of Administrative Decisions:** Incorrect terminology – should be district instead of ward (in bold below).

Existing: Notice of the filing of an appeal must be forwarded to the common council president and the alderperson of the **ward** in which the subject property is located.

Proposed: Notice of the filing of an appeal must be forwarded to the common council president and the alderpersons of the **district** in which the subject property is located.

11. **24.17.010D.2 Composition, Historic Preservation Commission, Review and Decision-Making**

Bodies: Reduce membership of the Historic Preservation Commission to seven members as it is increasingly difficult to find people to serve on all City Boards and Commission. Now is the optimal time to reduce the Commission size as there are currently three vacancies on the Historic Preservation Commission.

Existing: The historic preservation commission consists of 9 members, one of whom must be an alderperson and 8 of whom must be citizens.

Proposed: The historic preservation commission consists of 7 members, one of whom must be an alderperson and 6 of whom must be citizens.

11. **Various code sections** - 24.01.050, 24.09.090E.1, 24.13.010E.2, 24.13.010G.1.b, 24.13.010M.1, 24.13.010N.1.a, 24.16.080E.4: correct department head title or name of department as Community Development is no longer used.

Existing: Director of Community Development or Department of Community Development

Proposed: Development Director or Development Department



EAST TOSA ALLIANCE

www.easttosa.org

July 11, 2014

Dear Clerk Ledesma,

The East Tosa Alliance would like to request the opportunity to host our 5th Annual Chili'n on the Avenue on Saturday, September 13, 2014 from 8am-5pm on North Avenue in East Tosa. This event has grown to include a charity run (2011), family area, music, and chili cook off. To accommodate the approximate crowd we had last year, we are requesting the following from 7:00am-6:00pm on September 13, 2014:

- Street closures between 68th(west side) through Lefeber Avenue (east side)
- Closure of the public parking lot at 69th and North Avenue

As with last year, we will meet with staff from Health, Police and Public Works Departments to review and assess the event details. We will also secure public liability insurance, based on the anticipated number of attendants.

We respectfully request a recommendation to the Common Council for approval of this event. Should you have any questions, please contact me via phone at 414.507.5000 or email at maya@easttosa.org.

Regards-


 MAYA ROMBOY
 Vice Chair / Special Events
 East Tosa Alliance

C: Meg Miller, Board Chair; Kathryn Knowlton, Secretary; Josh Fulfer, Marketing Chair
 District 1 and 5 Alders, James Moldenhaur, Matthew Stippich, Robert Pantuso and Joel Tilleson



CITY OF WAUWATOSA
Resolution

R-14-131

By: Plan Commission

WHEREAS, Peter Haise, Bridgetowne Lounge, applied for a Conditional Use in the C1 District at 7734 Harwood Avenue for a drinking establishment, and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to Peter Haise, Bridgetowne Lounge, for a drinking establishment in the C1 District at 7734 Harwood Avenue, with the following conditions:

1. hours of operation 8 a.m. to 12 a.m. daily with patio hours of 8 a.m. to 11 p.m. daily
2. occupancy, including outdoor seating and employees, is limited to maximum 49 persons
3. compliance with building and fire codes
4. obtaining any necessary licenses and permits

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-132

By: Plan Commission

WHEREAS, Rosemary Krause and Janey Brandt, Wauwatosa Day Care and Learning Centers, and Wauwatosa School District applied for a Conditional Use in the C0 District at 12121 West North Avenue for a childcare center, and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to Rosemary Krause and Janey Brandt, Wauwatosa Day Care and Learning Centers, and Wauwatosa School District for a childcare center in the C0 District at 12121 West North Avenue with the following conditions:

- 1. hours of operation 6:30 a.m. to 6 p.m. daily
- 2. obtaining any necessary licenses and permits

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-133

By: Plan Commission

WHEREAS, David Carr, Ted Moudis Associates, and Steve Smith, General Growth Properties, applied for a Conditional Use in the C2 District at 2500 North Mayfair Road for a coffee shop (Starbucks), and;

WHEREAS, this request was reviewed and recommended by the City Plan Commission to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants a Conditional Use to David Carr, Ted Moudis Associates, and Steve Smith, General Growth Properties, for a Starbucks coffee shop in the C2 District at 2500 North Mayfair Road, with the following conditions:

- 1. hours of operation 7 a.m. to 10 p.m. daily
- 2. obtaining any necessary licenses and permits

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-134

By: Plan Commission

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Wayne Wiertzema and Stewart M. Wangard, Tosa Reef, LLC., for a Land Division by Certified Survey Map at 1215 North 62nd Street. The location of the parcels is more particularly described as follows:

Parcel 3 of Certified Survey Map No. 7639, recorded as Document No. 9060977, being a part of the Southwest ¼ and the Southeast ¼ of the Southeast ¼ of Section 22 and the Northwest ¼ and the Northeast ¼ of the Northeast ¼ of Section 27 in the Town 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-135

By: Plan Commission

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Linda Bergman, MSI General Corp., and Wauwatosa Avenue United Methodist Church for a Land Combination by Certified Survey Map at 1529 Wauwatosa Avenue. The location of the parcel is more particularly described as follows:

Being the South 30 feet of Lots 1 and 2 and all of Lots 4, 5, 6, and 7 of Assessors Plat No. 22; Also all of Lots 16 and 17 of the Resubdivision of Lots 1, 2, 3, 4, 10, and Part of Lot 5 in Greenwoods Sub'd; Also all of Lots 1, 2, 18, 19, 20, and the North 1/2 of Lot 3 and the North 1.5 Feet of Lot 17, all in Coulthards Sub'd; and a Part of the NE 1/4 of the SE 1/4 of Section 21 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-136

By: Plan Commission

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to Jeff Johnson and Stephen Kaniewski for a Land Division in the R1-6 District at 1926 and 2006 Two Tree Lane. The land being divided is more particularly described as follows:

The East 110.5 ft of Lot 7, Block 1, and part of the East 110.55 feet of Lot 8, Block 1, Amended Plat of Washington Highlands, being a subdivision of a part of the NE 1/4 and the Southeast 1/4 of Sec 22, Township 7 North, Range 21 East described as follows: Commencing at the Northeast corner of Lot 7, Block 1, thence S 88°36'54"W, 110.55 ft; thence S 01°08'21"E, 133.99 feet; thence N 88°36'54"E, 110.92 ft; thence N 01°17'56"W, 133.99 ft to the point of beginning. Said land containing 14,838 sf.

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-137

By: Community Development Committee

BE IT RESOLVED, by the Common Council of the City of Wauwatosa THAT appropriate City Officials are hereby authorized to execute the proposed Development Agreement with Echelon LLC for residential development associated with the Eschweiler Buildings at the UWM Innovation Campus in a form substantially in compliance with the version which was amended and approved by the Committee on Community Development at its meeting of July 8, 2014, a copy of which is attached hereto and incorporated herein.

Passed and Dated _____

Clerk

Approved _____

Mayor

DEVELOPMENT AGREEMENT

by and between

ECHELON LLC

and the

CITY OF WAUWATOSA

RELATIVE TO RESIDENTIAL DEVELOPMENT WITHIN WAUWATOSA TAX INCREMENTAL DISTRICT NO. 6 FOR RESIDENTIAL DEVELOPMENT ASSOCIATED WITH THE HISTORIC ESCHWEILER BUILDINGS

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into by and between Echelon LLC, a Wisconsin limited liability corporation, and its successors and assigns however designated (“Developer” or “Owner”), Echelon Parking Corporation (“Parking Unit Owner”) and the CITY OF WAUWATOSA, a Wisconsin municipal corporation located in Milwaukee County, Wisconsin, and its successors and assigns however designated (“City”).

RECITALS

City, Parking Unit Owner and Developer (collectively, the “Parties”) acknowledge the following:

I. As part of the UWM Real Estate Foundation’s (“UWMREF”) development of the Innovation Campus in Tax Incremental District Number 6 (“TID #6”), which development UWMREF is undertaking through its affiliate, UWM Innovation Park, LLC (“UWMIP”), the Developer proposes to construct a residential development (“Project”) in an area adjacent to and dispersed among the “Eschweiler Buildings” which are listed on the National Register of Historic Places. The legal description of the parcel upon which the Project is to be constructed (the “Property”) is as follows:

Lot 4 of Certified Survey Map Number 8401, City of Wauwatosa, Milwaukee County, State of Wisconsin.

II. The Project currently includes two alternate scenarios, both of which are permitted under the approved amendment to the Planned Unit Development Plan for UWM Innovation Campus (the “Approved PUD Amendment”), and have also been granted the necessary Certificate of Appropriateness by the Wauwatosa Historic Preservation Commission (“HPC”):

- a. Scenario 1A (the “Complete Eschweiler Preservation Plan”): The Complete Eschweiler Preservation Plan includes the construction of approximately 192 apartments and underground parking in newly constructed buildings, associated site work, and the rehabilitation of the “Administration Building”, one of the Eschweiler Buildings, which will be occupied by Developer or the

then owner of the Property (“Owner”) for leasing offices and amenity spaces for Owner’s residents and which is also anticipated to be occupied by The University Laboratory School for Forest Exploration Center to be established by the Forest Exploration Center, Inc., a Wisconsin non stock corporation (“FEC”) or another compatible use entity as described in the Historic Preservation Commission Certificate of Appropriateness approved on May 13, 2013. The rehabilitation of the “Dormitory Building”, “Dairy Building”, and “Engineering Building”, all of which are Eschweiler Buildings, are anticipated to be rehabilitated by the FEC in connection with the use of those buildings as “The University Laboratory School” or another compatible use entity as described in the Historic Preservation Commission Certificate of Appropriateness approved on May 13, 2013, and as reauthorized (the “COA”), The “Powerhouse Building” will be removed.

- b. Scenario 2A (the “Administration Preservation Plan”): The Administration Preservation Plan includes the construction of approximately 192 apartments and underground parking in newly constructed buildings, associated site work, and the rehabilitation of the Administration Building which will be occupied by Owner for leasing offices and amenity spaces for Owner’s residents. The rehabilitation of the Administration Building will also include community offices and meeting spaces. The Dormitory and Dairy Buildings will be partially demolished and converted into walled gardens (the “Walled Gardens”). The Engineering Building and Powerhouse Building will be removed.

III. Developer was awarded the right to construct the Project as a result of an RFP process conducted by the current land owner, UWMIP, and, together with Parking Unit Owner, is a beneficiary of an existing option to purchase the property between Developer, Parking Unit Owner and UWMIP.

IV. UWMIP has also entered into an option with the FEC for the purpose of allowing FEC to pursue the necessary planning and fundraising related to potential development of the University Laboratory School under scenario 1A, as described above.

V. As part of the Project, Developer, on its own behalf and on behalf of Parking Unit Owner, proposes to construct, among other Project elements, approximately 192 rental units (approximately 219,156 gross square feet) as new construction, the construction of approximately 228 indoor (underground) parking stalls and additional street parking as new construction, to rehabilitate the Administrative Building, and to remove the Powerhouse Building. The manner in which and whether or not the other Eschweiler Buildings are to be included in the Project is dependent upon which scenario is chosen.

VI. Developer and Parking Unit Owner intend to submit the Property to the Wisconsin Condominium Ownership Act by recording the Declaration of Echelon Condominium (the “Declaration”) against the Property and creating Echelon Condominium (the “Condominium”). The Condominium will be governed by the Declaration, the Articles of

Incorporation and the Bylaws of the condominium association and the other condominium documents (collectively, the “Condominium Documents”). The Condominium improvements will consist of a parking and multi-family residential development on the Property, initially containing at least 2 condominium units (each a “Unit” and collectively, the “Units”) as follows: (i) a residential unit generally comprised of apartment homes, parking and related amenities (the “Residential Unit”) and (ii) a parking unit generally comprised of underground parking below a portion of the Residential Unit (the “Parking Unit”). At Developer’s option, all or a portion of the Administration Building may become a third Unit or possibly a third Unit and a fourth Unit. If scenario 1A proceeds, then the Eschweiler Buildings may also be divided into a separate and additional Unit or Units, which Units may be owned by UWMIP or an affiliate and leased to the FEC and Units in the Administration Building may be leased or subleased to Owner or owned by or otherwise occupied by Owner.

VII. Upon the creation of the Condominium, the Parking Unit Owner will convey all of its interests in those Units in which it has an ownership interest, other than the Parking Unit, to Owner and the Owner will convey all of its interests in the Parking Unit to the Parking Unit Owner.

VIII. The Parking Unit Owner will own and operate the Parking Unit. Developer intends to undertake construction of the Residential Unit and the common elements of the Condominium and will construct the Parking Unit on behalf of the Parking Unit Owner pursuant to an agreement between the Parking Unit Owner and Developer (the “Parking Unit Agreement.”)

IX. Developer expects to incur approximately \$42,350,000 in estimated overall costs associated with the Project (the “Overall Project Costs”) for scenario 1A, or \$43,340,000 for scenario 2A, in each case, including the costs of the Parking Unit, which costs will be addressed pursuant to the Parking Unit Agreement.

X. Included within the Overall Project Costs are certain costs that Parking Unit Owner will incur under the Parking Unit Agreement for the creation of certain structured or underground parking, i.e., the Parking Unit, which has been defined as an appropriate expenditure within the project plan for TIF #6. Parking Unit Owner will incur an amount equal to or more than \$2,500,000 in costs associated with the construction of underground parking identified herein as the Parking Unit which are extraordinary and associated with redevelopment of the area. Developer has requested financial assistance for the Project for the benefit of Parking Unit Owner consistent with the project plan for TIF #6 in the amount of \$2,500,000, for the purpose of creating underground parking to be associated with the Project and owned by Parking Unit Owner.

XI. The Property is presently zoned appropriately for the development and operation of this Project.

XII. The Developer, in connection with the Project and the Property, has participated in the municipal approval process required by the City for this Project, which municipal process

has been consistent with the municipal approval process required of a development such as the Project in the City.

XIII. The City, including, without limitation, the Common Council and Plan Commission, have approved the Project and all of the Plans (as defined below) submitted for approval to date, and will use best efforts to facilitate decisions on such future approvals as may be necessary or desirable in order for Developer to proceed with the Project.

XIV. The parties hereto have negotiated and agreed to terms of financing assistance by the City for the costs associated with construction of the Parking Unit associated with the Project.

XV. The City has also agreed to reimburse Developer for the costs of installing the water main that will serve the Project as more particularly set forth herein.

XVI. The parties hereto enter into this Agreement for the purpose of setting forth certain rights, duties and obligations with respect to the Property, the Project (which includes the the Parking Unit) and the financing assistance.

XVII. The City, UWMIP and UWMREF entered into that certain UWM Innovation Campus Development Agreement dated March 28, 2013 (as the same may be amended from time to time, the "UWM Development Agreement") and the parties hereto want to expressly agree that, upon execution of this Agreement and the execution by the County of Milwaukee, Wisconsin (the "County") of that certain Development Agreement Estoppel Certificate (UW-Milwaukee Innovation Park)(the "County Estoppel Certificate"), Developer, Owner and Parking Unit Owner shall have no liability or obligation under the UWM Development Agreement and the Property and the Project shall be governed by this Agreement and not the UWM Development Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. PROJECT OVERVIEW

On May 4, 2010, the City's Common Council adopted O-10-04, an amendment to the Wauwatosa municipal code rezoning the Property from Medical Center and Institutions District to Business Planned Development.

On September 17, 2013, the Common Council adopted R-13-181, a resolution approving the amended plan for the Planned Unit Development overlay applicable to this parcel, approving the Project with conditions (the "Development Plan"). The approval resolution and the content of the approved application and materials are attached hereto as **EXHIBIT A. EXHIBIT A** also includes, as Addendum C, a record of the HPC approval dated May 13, 2013.

On October 15, 2013, the Common Council adopted Resolution R-13-205, approving the terms relevant to this Agreement and the transactions contemplated herein. The Common Council has approved all other agreements and/or transactions that require its approval.

SECTION 2. PLANS

The City, including, without limitation, the City's engineer, has received preliminary site and utility plans (collectively, the "Plans") related to the Project, submitted on _____, 2014, by Graef USA, Inc., a list of which plans is attached hereto as **EXHIBIT B** and incorporated herein.

Upon receipt of final versions of each of the Plans, the City represents, warrants and covenants that it and every instrumentality or officer of the City will review the Plans in a timely and professional manner and will not unreasonably delay permit issuance due to plan review, provided such Plans are acceptable and sufficient for approval. The City agrees that it does not need to review or approve any other types of plans, designs or specifications for this Project in order to issue a building permit for the Project.

SECTION 3. AESTHETICS AND VISUAL GUIDELINES

The Project shall comply with all provisions and requirements of the COA. The HPC, acting in its role as Design Review Board, reviewed and approved the Plans at its meeting on July 17, 2013, as more particularly set forth in the minutes for said meeting. Minor changes in the approved Plans, such as a change in exterior colors, materials, design elements and/or changes in dimensions of building footprints amounting to adjustment of less than five (5) feet at any one dimension shall be subject to additional review and approval by the HPC. All more significant changes in the approved Plans (other than minor changes described in the previous sentence that do not require the review and approval of either the Plan Commission or Common Council) shall be subject, not only to additional review and approval by the HPC, but also to additional review and approval by the Plan Commission and/or Common Council as appropriate.

SECTION 4. THE PROJECT

A. Developer covenants and warrants to the City that the development contemplated by this Agreement will consist of the Project in accordance with the Development Plan and including without limitation, amenities referenced in the Plans. Notwithstanding anything to the contrary set forth in this Agreement, the City agrees that this Agreement does not prohibit or restrict Developer from adding additional amenities to the Project, subject to any applicable zoning restrictions and any applicable municipal approval process, provided the latter is of general applicability within the City.

B. If the FEC (or another compatible educational use that would impact the Wauwatosa School District) moves forward in the Eschweiler Buildings under scenario 1A, the release of the TIF Funds (as such term is hereinafter defined) to the Parking Unit Owner under scenario 1A pursuant to Section 6 will be conditioned upon that educational entity entering into an agreement to operate on terms acceptable to the Wauwatosa School District; provided, however, if (i) the FEC or another compatible educational use that would impact the Wauwatosa

School District) does not move forward in the Eschweiler Buildings under scenario 1A as provided herein or (ii) the FEC or another educational entity selected by Developer, in its sole discretion, is unable to enter into an agreement to operate on terms acceptable to the Wauwatosa School District, then Developer may elect to proceed with any of: (i) scenario 2A, (ii) a use that does not impact the Wauwatosa School District or (iii) a use that is not educational, and if Developer so elects, then this condition shall not apply, the Wauwatosa School District shall have no right to impact or affect the Project or the release of the TIF Funds, and the TIF Funds shall be released as provided in Section 6. Parking Unit Owner may also waive the release of the TIF Funds and Developer may then proceed under scenario 1A without any agreement with the Wauwatosa School District.

C. If scenario 2A or a non-educational compatible use under scenario 1A, moves forward, the restriction set forth in Subsection B above on the release of the TIF Funds to Parking Unit Owner shall not apply thereto.

D. At a time not more than 8 months after the start of construction of the new apartments (as indicated by the earlier of demolition of the Powerhouse Building or commencement of site work), Developer is to notify the City if (i) the FEC (or another compatible educational user, if any that has entered into or been assigned the Lease Option (an “Educational Option Holder”)) has not exercised its Lease Option (as hereinafter defined) or has not been able to meet the conditions necessary to timely exercise said Lease Option, (ii) the Developer believes in good faith that the FEC (or an Educational Option Holder) will not be capable of meeting the conditions necessary to timely exercise said Lease Option or otherwise completing its role under scenario 1A, including the rehabilitation of the Eschweiler buildings as described therein, or (iii) the FEC or any another educational entity selected by Developer, in its sole discretion, is unable to enter into an agreement to operate on terms acceptable to the Wauwatosa School District, then, upon such notification the City and Developer shall cooperate, and, at Developer’s option, shall work together with the Wisconsin Historical Society, to begin the process of seeking other compatible users able to rehabilitate and utilize the Eschweiler Buildings; provided, however, the determination of whether or not a given use or user is compatible with the Project shall be made by Developer, in its sole discretion. Notwithstanding the foregoing, this notification and seeking of other compatible users in no way limits the rights of Developer to proceed with scenario 2A as permitted by the Approved PUD Amendment on the time table set forth in and as described in the COA, a copy of which is attached hereto as **EXHIBIT C**, i.e., at any time after the date which is 12 months after commencement of construction on the Project if the FEC (or an Educational Option Holder) has not exercised its Lease Option or has not been able to meet the conditions necessary to timely exercise said Lease Option, or if Developer determines, in its sole reasonable discretion, that the FEC (or an Educational Option Holder) will not be capable of meeting the conditions necessary to timely exercise said Lease Option or otherwise completing its role under scenario 1A, including the rehabilitation of the Eschweiler buildings as described therein, then Developer may proceed with scenario 2A. The term “Lease Option” means the certain Lease Option Agreement dated April 1, 2013, as amended from time to time, by and between UWMIP and FEC, as the same may be assigned or replaced with the consent of Developer, which consent may be withheld for any reason. A copy of the current Lease Option has been provided to the City.

SECTION 5. PROJECT BUDGET

Developer has indicated alternative budget projections for each of the alternative scenarios described above, each of which has been found to require identical amounts of TIF funding in order to be feasible. Both budget projections are described below:

Scenario 1A is the Complete Eschweiler Preservation Plan as described above. Scenario 1A is based on the FEC's or an Educational Option Holder's ability to exercise the Lease Option and raise the necessary funds and proceed with rehabilitation of the Eschweiler Buildings as proposed within the time frames required. This iteration of the Project will include approximately 192 rental units (approximately 219,156 gross square feet) as new construction. Scenario 1A also includes the construction of approximately 228 indoor (underground) parking stalls and additional street parking. The approximate project costs for scenario 1A were estimated by Developer and include the following:

Uses	Amount
Land Acquisition	\$4,000,000*
Construction Costs	\$32,294,112*
Development Costs	\$1,683,200*
Marketing & Property Start-up	\$330,000*
Financing	\$1,435,187*
Operating Reserve	\$250,000*
Development Contingency	\$250,000*
Developer Overhead and Fee	\$2,118,026*
Total Project Costs	\$42,360,526*

*All costs are preliminary estimates and include the costs of the Parking Unit.

Scenario 2A is the Administration Preservation Plan and includes the rehabilitation of the Administrative Building, the Walled Gardens, and construction of approximately 192 rental units (approximately 219,156 gross square feet) as new construction. Scenario 2A also includes the construction of 228 indoor (underground) parking stalls and additional street parking. The approximate project costs of scenario 2A were estimated by Developer and include the following:

Uses	Amount
Land Acquisition	\$4,000,000*
Construction Costs	\$33,196,112*
Development Costs	\$1,683,200*
Marketing & Property Start-up	\$320,000*
Financing	\$1,468,432*

Operating Reserve	\$250,000*
Development Contingency	\$250,000*
Developer Overhead and Fee	\$2,167,250*
Total Project Costs	\$43,344,994*

*All costs are preliminary estimates and include the costs of the Parking Unit.

SECTION 6. TIF FINANCIAL ASSISTANCE AND FUNDING CONDITIONS

A. TIF funds are payable to Parking Unit Owner for the purpose of constructing underground parking for residents of the Project. TIF funding is available to Parking Unit Owner in an amount equal to \$2,500,000 (the “TIF Funds”), less the City’s share of any applicable Net Savings (as such term is defined in Subsection F below)(collectively, the “Net TIF Funds”). In the event any Net Savings are realized, the City and Developer shall share equally in those cost savings, in the manner more particularly described below. Except as otherwise described herein, the City’s share of any Net Savings shall be applied to the special fund for TID #6 for uses consistent with the approved TID Project Plan.

B. For purposes hereof, the “Project Budget” shall mean the project budget prepared by Developer for either scenario 1A or 2A, (depending on which scenario is chosen) as the final project budget, and a copy of each such budget will be submitted to City Staff prior to the commencement of construction work on the Project. Following Project Completion (as hereinafter defined) of the Project, if there are any Net Savings (as hereinafter defined) from the Project Budget, then the TIF Funds payable to Parking Unit Owner will be reduced by 50% of the Net Savings.

C. Developer, at its sole discretion, will have the right, at any time and from time to time, to (i) move funds between the line items and categories in the Project Budget, including, without limitation, amounts that Developer, in good faith, anticipates will likely be unspent in any category within the Project Budget, including the operating reserve and the construction interest reserve, to offset cost overruns in any other category of the Project Budget and (ii) reduce and/or increase line items or categories in the Project Budget, including without limitation, increases for Qualified Project Upgrades (as hereinafter defined) and provide reasonable incentives to the general contractor. Developer overhead and fees shall remain fixed at an overall percentage equal to or less than the percentage for said amounts shown in the project budgets in Section 5 above without City staff approval. The term “Qualified Project Upgrades” means upgrades and amenities that are consistent with the types and quality of construction, fixtures, equipment, finishes, landscaping, upgrades and amenities that are found in or comparable in purpose or intent to those found in any multifamily or mixed use project developed by an MGP Affiliate or in any other comparable developments in the metropolitan Milwaukee area.

D. The parties understand and agree that at first occupancy of the apartments in the Project, the operating reserve line item is to contain at least \$250,000 and, if necessary to so fund

the operating reserve for the Project (the “Operating Reserve”), Developer may apply savings from any other line item to the Operating Reserve.

E. The parties understand and agree that Net Savings shall not include any savings in the construction interest reserve for the Project (the “Construction Interest Reserve”) as Developer may need to or desire to use such savings to cover future interest rate risk or to purchase an interest rate hedging instrument.

F. For purposes hereof, the term “Net Savings” shall mean the amount by which total disbursements by or on behalf of the Developer, Parking Unit Owner or the Project, i.e. actual total costs incurred or to be incurred for the Project, including the Parking Unit, (“Total Disbursements”) are less than the full amount of the Project Budget, excluding from “Net Savings” the amount of any savings applied to fund the budgeted Operating Reserve and any savings in the budgeted Construction Interest Reserve, in each case as said reserves are set forth in the Project Budget, and any savings paid to the general contractor pursuant to its contract. The amount of the City’s share of Net Savings shall also be reduced by the amount of the Bike Share Contribution (as hereinafter defined).

G. During construction, City staff or a construction consultant retained by the City and reasonably acceptable to Developer shall be provided with copies of all of the construction draws, including the final draw, and all back up material provided to the title company making the disbursements and Developer’s lender and, upon Project Completion, the City may elect to have City staff or such consultant independently verify project costs and construction draws through substantial completion of the Project and such review and independent verification shall constitute the City’s audit of Project Costs. “Project Completion” means the date upon which the Project is fully completed and all lien waivers have been obtained and the final disbursement of funds for construction has been made.

H. In the event of any Net Savings and as set forth in Subsection B. above, the TIF Funds payable to Parking Unit Owner will be reduced by 50% of said Net Savings. If so much of the TIF Funds have already been paid to Parking Unit Owner at the time the amount of Net Savings is calculated such that the TIF Funds cannot be so reduced by the withholding by the City of any unpaid TIF Funds, then Parking Unit Owner shall repay to the City the amount that cannot be so reduced by withholding within 90 days of the determination of Net Savings. Any such amount which remains unpaid after 90 days may be levied as a special charge against the Parking Unit pursuant to Sec. 66.0627, Wis. Stats.

I. In addition to the application of 50% of the Net Savings to reduce the TIF Funds payable to Parking Unit Owner described in Subsections B and C, above, if there is any change in project finances due to modification of the law regarding the amount or applicability of Historic Tax Credits to the Project, or portions thereof, owned by Developer and Parking Unit Owner which results in additional revenue to the Developer or Parking Unit Owner that is not reflected by a reduction in the Total Disbursements and thus already reflected in Net Savings, then 50% of any such net revenue (revenues from said tax credits directly received by Developer or Parking Unit Owner, less all costs, fees and expenses, including, without limitation, attorneys’ consultants’, and accountants’ fees, incurred in connection with said tax credits) to Developer or

Parking Unit Owner that is a direct result of said law modification shall be applied to reduce the TIF Funds payable to Parking Unit Owner in the manner described in Subsections B and C. Any savings that are not required to be applied against the TIF Funds may be retained or paid to Developer or Parking Unit Owner, as the case may be, and may be used, applied, or distributed or otherwise handled by Developer or Parking Unit Owner, in Developer's or Parking Unit Owner's sole discretion

J. The City agrees to cooperate with Developer/ Owner and the lenders and investors for the Project to accommodate reasonable requests and/or requirements, including, without limitation, depositing the TIF Funds and/or other security into the escrow account and entering into a multiparty disbursing agreement in connection with the disbursement of the TIF Funds from the escrow. The TIF Funds will be disbursed in accordance with the following disbursement schedule: 25% payable into escrow with the title company acting as escrow agent for the disbursing of funds for the construction of the Project, unless otherwise directed by Parking Unit Owner, when the underground parking is substantially complete as evidenced by a certificate of completion executed by Developer's general contractor or architect, 50% payable into escrow with the title company acting as escrow agent for the disbursing of funds for the construction of the Project, unless otherwise directed by Parking Unit Owner, at substantial completion of 45% of the residential units as evidenced by a certificate of completion executed by Developer's general contractor or architect (i.e., a total of 75% then will have been disbursed), and the balance paid by periodic and relatively equal draws through substantial completion of the Project as evidenced by a certificate of completion executed by Developer's general contractor or architect ("Construction Completion").

K. Developer agrees to review the storm water management plans, including sewer capacity and projected drainage patterns, with the Friends of Monarch Trail organization. However, the approval of the storm water management plans shall be made solely by the City Engineer.

SECTION 7. REPRESENTATIONS AND COVENANTS:

A. Developer hereby represents or agrees, as applicable. to the City that:

(i) Developer is a Wisconsin limited liability company duly formed and validly existing and is qualified to do business in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

(ii) Parking Unit Owner is a Wisconsin corporation duly formed and validly existing and is qualified to do business in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

(iii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary limited liability company action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with its respective terms, subject

only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally.

(iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of Parking Unit Owner and constitute the valid and binding obligations of Parking Unit Owner enforceable in accordance with its respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity and other similar laws of general application affecting the enforceability of creditors' rights generally.

(v) The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's articles of organization or operating agreement or any indenture, instrument or agreement by which Developer is bound, nor, to Developer's knowledge, does it violate or conflict with any law applicable to Developer or the Project; provided that the City acknowledges that the Wisconsin Department of Justice and the Wisconsin Historical Society have threatened to file a claim or lawsuit alleging that the County of Milwaukee, Wisconsin, failed to comply with the preservation easement requirement under Section 66.1111(3)(b) of the Wisconsin Statutes with respect to the Property.

(vi) Subject to reasonable cure rights, the Project shall be completed within sixty (60) months from the commencement of construction, the date of which Developer shall notify the City.

(vii) Owner will provide the City's assessor, upon request, with necessary income and expense information annually for accurate valuation of the Project during the life of TIF #6 consistent with the type and quantity of information that is customarily provided to the City's assessor by like properties.

(viii) During the Critical Taxing Period (as defined below), and except as set forth below, Owner will not contest assessed taxable value of the Project to a value below the minimum taxable value of \$20,000,000. The "Critical Taxing Period" shall commence one year after Project Stabilization and end at such time as an amount equal to the final amount of the Net TIF Funds has been paid in real estate taxes in connection with the Project. "Project Stabilization" shall mean the date upon which the Property has achieved and maintained 95% physical occupancy of apartments (including models and marketing and management occupancy) continuously over any ninety (90) day time period. This agreement not to contest shall not apply if the Project is subject to a casualty, condemnation or similar unanticipated circumstances. If there is a change in the manner in which real estate taxes are assessed, the parties will work together to address the situation in an equitable manner.

(ix) The residential portion of the Project and all improvements thereon, except as stated below, shall be subject to an obligation to make payments in lieu of taxes ("PILOTS") as provided in this section, but only if and to the extent of any future exemption from general real estate ad valorem property taxation of the residential portion of the Project and

all improvements thereon. Such obligation shall run with the land and shall have priority over all other liens and encumbrances, except zoning and municipal ordinances, liens for real estate taxes and other liens accorded priority by statute. The amount of PILOTS payable in respect to the applicable portion of the Project, including land and the improvements thereon, shall be equal to the difference, if any, between the amount of general real estate ad valorem property taxes (including taxes levied by all jurisdictions levying general real property ad valorem taxes) that would be payable on such portion, including land and the improvements thereon, if such portion, including land and the improvements thereon, were not so exempt, and the amount of general real estate ad valorem property taxes actually payable with respect to such portion, including land and the improvements thereon. Such PILOTS shall be due and payable at the same time and in the same manner as the general real estate ad valorem property taxes would have been due and payable for such year. In the event that scenario 1A is developed, the Eschweiler Buildings will be exempted from this obligation to the same extent that the City Assessor determines that such portion of the property would otherwise be exempted from ad valorem property taxes pursuant to Wisconsin Law. In the event that scenario 2A is developed and some of the Eschweiler Buildings removed and converted to the Walled Gardens, then the Walled Gardens will be exempted from this obligation to the same extent that the City Assessor determines that such portion of the property would otherwise be exempted from ad valorem property taxes pursuant to Wisconsin Law.

(x) The landscape plan shall comply with the plan to be adopted by the Mayor's UWM workgroup as a collaborative consensus and will adhere to at least a three-year natural landscape maintenance plan agreed to by Developer and City staff, acting reasonably.

(xi) Developer will use commercially reasonable efforts to cause its contractors to avoid any entry upon existing butterfly habitat adjacent to the Property (the "Habitat"). During construction, Developer will put up a chain link fence separating the construction site from the Habitat along the boundary of the Property that is immediately adjacent to the Habitat, which fence shall be marked with appropriate signage to indicate the sensitivity of the habitat area. Developer will work with Friends of the Monarch Trail in good faith to develop a reasonable and commercially practical tree preservation plan for approval by City staff, which will provide that any trees to be preserved that are located close to construction must be properly pruned, maintained, and monitored during construction in a manner reasonably acceptable to Developer and the City staff.

(xii) If a public bike-share system is created in the City of Wauwatosa which is designed to include a station located at the Project, then Developer will fund \$25,000 (the "Bike Share Contribution") of the costs to install, as part of the Project, a public bike share station for the City wide bike share system, which station must be consistent with the capacity and other characteristics recommended or anticipated in the overall system design; provided, that the remainder of the costs are paid by the City and that the City funds are made available to Developer directly or through an escrow before Developer is required to incur any costs relating thereto. The City's share of Net Savings, if any, shall be reduced by the amount of the Bike Share Contribution.

(xiii) Developer/Owner will install a high quality plaque on the grounds and in the hall on the top floor of the Administration Building recognizing the preservation of the preserved Eschweiler Building(s) in locations and pursuant to plans and specifications reasonably acceptable to Developer/Owner, which plaque shall also acknowledge the City's participation in the Project.

(xiv) Developer/Owner will use good faith efforts to determine whether or not some or all of the exterior lighting for the Project should be some form of "dark sky" lighting and, if commercially reasonable, shall install the same.

(xv) Developer/Owner will allow public access to the Walled Gardens, if such Walled Gardens are created pursuant to scenario 2A, to view the exterior of the Eschweiler Buildings, and to access the Habitat and public trails located in the Habitat and Developer/Owner will allow the public to park in Overflow Project Parking Spaces (as defined below) to assist in such access, subject, in each case, to compliance with reasonable rules and regulations for such access and parking promulgated by Developer/Owner, which, among other rules and regulations, may limit access to certain times and limit the activities that will be permitted. Developer/Owner may close the area to public access for repairs, restoration, special events and as a result of casualty or condemnation and as otherwise necessary for up to 48 hours to preserve the nonpublic nature of the Project. For purposes hereof, the term "Overflow Project Parking Spaces" shall mean only those spaces, from time to time, that are not needed to accommodate the parking needs of the residents, their guests and, under scenario 1A, any other parties entitled to use such parking.

(xvi) Under scenario 2A, Developer/Owner will allow public access to the "grand" hall on the top floor of Administration Building for public and private rentals at a reasonable rate payable to Developer/Owner, subject to compliance with reasonable rules and regulations for such use promulgated by Developer/Owner, which, among other rules and regulations, may limit access to certain reasonable times and limit the activities that will be permitted.

(xvii) Under scenario 1A, the public will have access to the restored Eschweiler Buildings at least one day a year (such as "Open Doors" in the City of Milwaukee) for public viewing and observation of preservation efforts, and at least one day per year for an event with Friends of the Monarch Trail or the Historical Society/Preservation Commission or other groups deemed appropriate by Owner and the City, or on Owner's own accord.

B. The City hereby warrants and represents to the Developer that:

(i) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby.

(ii) This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms.

SECTION 8. MAINTENANCE OF PROPERTY

The Project shall be maintained in accordance with applicable laws.

SECTION 9. NOTICES

All communications or notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to the person or entity entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, (iii) upon transmission if by facsimile (with confirmation of accepted transmission), but only if notice is also sent under either subparagraph (i) or (ii) within one business day thereafter or (iv) by electronic mail or such other means of electronic communication as is agreed and acceptable to both parties, but only if notice is also sent under either subparagraph (i) or (ii) within one business day thereafter, and each such communication or notice shall be addressed to the following individuals or their successors unless and until any of such parties notifies the other in accordance with this paragraph of a change in contact name or address:

If as to City:	City of Wauwatosa Wauwatosa City Hall 7725 West North Avenue Wauwatosa, WI 53213 ATTN: Development Director <i>tplanning@wauwatosa.net</i>
With a copy to:	City of Wauwatosa Wauwatosa City Hall 7725 West North Avenue Wauwatosa, WI 53213 ATTN: City Attorney <i>tattorney@wauwatosa.net</i>
If to Developer:	Echelon LLC c/o Mandel Group, Inc. 301 East Erie Street Milwaukee, WI 53202 ATTN: David A. Pavela <i>dpavela@mandelgroup.com</i> ATTN: Phillip Aiello <i>paiello@mandelgroup.com</i>

SECTION 12. MISCELLANEOUS

A. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

B. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer/Owner and Parking Unit Owner, and then only to the extent specifically set forth in writing.

C. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement through Project Completion and thereafter with respect to Section 7.A. subsections (vii) - (x), (xii), (xiii), and (xv) - (xvii) and Sections 8 and 9.

D. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

E. This Agreement is intended solely for the benefit of Developer, Owner, Parking Unit Owner and the City and no third party (other than successors and assigns) shall have any rights or interest in any provisions of this Agreement, or as a result of any action or inaction of the City. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer/Owner, Parking Unit Owner or the City or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

F. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

G. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile or "PDF" signatures shall be deemed original signatures for all purposes of this agreement.

H. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

I. Time is of the essence of each and every obligation or agreement contained in this Agreement.

J. If any party is delayed or prevented from timely performing any act required under this Agreement, by reason of fire, earthquake, war, terrorist act, flood, riot, strikes, labor

disputes or shortages, governmental restrictions, judicial order, public emergency, acts of God, or other causes beyond the reasonable control of the party obligated to perform, then performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

K. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

L. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

M. This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

SECTION 13. TRANSFER OF PROPERTY AND ASSIGNMENT

A. Until a certificate of occupancy is issued for space within the Project, neither Developer/Owner nor Parking Unit Owner, shall sell, convey, or otherwise transfer the Project property, without the City's prior written consent, except that Developer/Owner and/or the Parking Unit Owner may at any time, with or without the City's consent: (i) enter into leases for all or portions of the Project property; (ii) mortgage all or any portion of the Project property as security for the Project's financing; (iii) convey some or all of the Property to an entity that Developer/Owner and/or the Parking Unit Owner or at least one of its direct or indirect owners is directly or indirectly a controlling partner, shareholder or member therein, as long as such entity assumes all of Developer's or Parking Unit Owner's obligations, as applicable, under this Agreement; and (iv) convey some or all of the Project property to an entity that develops or occupies an improvement consistent with the purposes of the Project and the Development Plan. Except as otherwise expressly set forth above, until a certificate of occupancy is issued for space within the Project, neither Developer/Owner nor Parking Unit Owner shall assign this Agreement, without the City's prior written consent.

B. After the issuance of a certificate of occupancy for the Project and the calculation of Net Savings, Developer and Parking Unit Owner shall have the right to assign this Agreement, in whole or in part, to any party owning all or a portion of the Project and upon the assumption by said party of all of Developer's and Owner's and/or Parking Unit Owner's obligations under this Agreement related to such portion of the Property, as applicable, then Developer and the conveying Owner and Parking Unit Owner shall be fully released from all of their obligations hereunder with respect to the portion of the Project so conveyed.

SECTION 14. FEDERAL, STATE & LOCAL LAWS

Developer shall construct and operate the Project in compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

SECTION 15. REIMBURSEMENT FOR WATER MAIN

In addition to the above obligations to Developer, the City hereby agrees to reimburse Developer for all costs and expenses incurred by Developer pursuant to the construction contract to be entered into by Developer for the construction, installation and testing of a water main in substantially the location depicted on **EXHIBIT C** (the “**Water Main**”). Developer shall cause the Water Main to be installed in accordance with plans and specifications reasonably and diligently approved by the City. The reimbursement for the Water Main is separate from, is in addition to, and is not included in the TIF Funds and shall be paid by the City from other funds. The City hereby grants and conveys to Developer and its contractors, consultants, agents, and representatives and their employees a temporary construction easement on over and across the crosshatched areas on **EXHIBIT C** for the purposes of constructing, installing, and testing of and connecting to the Water Main. The City shall reimburse Developer for all such costs and expenses within 30 days after receipt by the City of final as-built plans for the Water Main and invoices reflecting the costs associated therewith or other reasonable evidence thereof. The City shall promptly notify Developer if it requires additional information in order to disburse the Water Main reimbursement. Upon payment in full by the City for the Water Main, Developer will dedicate its title and interest in the Water Main to the City.

[Signature Page Follows]

CITY:

CITY OF WAUWATOSA, WISCONSIN,
a municipal corporation

By: _____
Kathleen Ehley, Mayor

ATTEST:

By: _____
Carla A. Ledesma, City Clerk

Approved as to form and execution.

Alan R. Kesner, City Attorney

Approved as to availability of funds.

John Ruggini, Finance Director

MUNICIPAL ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

On the ____ day of _____, 2014, before me personally came Kathleen Ehley, Carla A. Ledesma and John Ruggini, who being duly sworn, did depose and say that they are the Mayor, City Clerk and Finance Director of the City of Wauwatosa respectively, a Wisconsin municipal corporation; and that the seal affixed to said instrument is the corporate seal of said Wisconsin municipal corporation; and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

Notary Public, Milwaukee County, Wisconsin
My commission _____

This instrument was drafted by:

Alan R. Kesner
City Attorney
City of Wauwatosa, Wisconsin
7725 West North Avenue
Wauwatosa, Wisconsin 53213

[City's Signature Page to Development Agreement]

Error! Unknown document property name.

Attachment: Mandel Development Agreement - Wauwatosa (R-14-137 : Mandel)

EXHIBIT A

Planned Unit Development
Approval Resolution and Application Materials

Attachment: Mandel Development Agreement - Wauwatosa (R-14-137 : Mandel)

EXHIBIT B

Preliminary Site and Utility Plans

Attachment: Mandel Development Agreement - Wauwatosa (R-14-137 : Mandel)

EXHIBIT C

Depiction of Water Main

Attachment: Mandel Development Agreement - Wauwatosa (R-14-137 : Mandel)

CITY OF WAUWATOSA
Resolution

R-14-138

By: Community Development Committee

BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin that permission be and the same is hereby granted to David Gilbert, UWM Real Estate Foundation for a Land Division by Certified Survey Map at approximately 1300 Discovery Parkway. The location of the parcels is more particularly described as follows:

Being a division of Lot 2 and Lot 3 of Certified Survey Map No. 8523 in the Northwest ¼, Southeast ¼ and the Southwest ¼ of the Southeast ¼ of Section 20 and the Northeast ¼ and the Northwest ¼ of the Northeast ¼ of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin

All in accordance with the application attached hereto and made a part of this resolution, and in compliance with Section 17.02.070 of the Code of the City of Wauwatosa.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-139

By: Community Development Committee

WHEREAS, Kim Guerrero, Wangard, and 1200 & 1233 Mayfair TIC Group applied for signage at the High Pointe office building located at 1200 North Mayfair Road;

WHEREAS, this request was reviewed and recommended by the Committee on Community Development and determined to be necessary for the public convenience at that location; located and proposed to be operated in such manner which will protect the public health, safety, and welfare; and was found to be compatible with surrounding uses;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauwatosa, Wisconsin hereby grants approval to Kim Guerrero, Wangard, and 1200 & 1233 Mayfair TIC Group for signage at 1200 North Mayfair Road.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-140

By: Budget and Finance Committee

BE IT RESOLVED, by the Common Council of the City of Wauwatosa, THAT the appropriate City officials are hereby authorized to execute the Site Assessment Grant Contract between the Wisconsin Economic Development Corporation and the City of Wauwatosa.

BE IT FURTHER RESOLVED THAT the grant amount of \$133,500 is hereby accepted as a revenue by the City of Wauwatosa and a Level III transfer of funds allowing the expenditure of the grant funds is hereby approved.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-141

By: Budget and Finance Committee

BE IT RESOLVED, by the Common Council of the City of Wauwatosa THAT the claim filed by Valerie Emerson for injuries be and the same is hereby denied and placed on file for the reason that no liability exists on the part of the City;

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to notify said claimant of this action of the Common Council as provided by law.

Passed and Dated _____

Clerk

Approved _____

Mayor

INTEROFFICE MEMORANDUM

TO: Budget & Finance Committee

FROM: Eileen Miller Carter

RE: Claim of Valerie Emerson

DATE: 6/25/14

The City Attorney's office has reviewed the claim of Valerie Emerson and recommends that it be denied. Ms. Emerson seeks \$2,240.66 in damages generated from medical bills caused when she slipped and fell while walking in a City-owned parking lot on January 13, 2014, at 8:30 AM. She alleges the City failed to remove snow and ice that had accumulated the evening before and the parking lot's condition was dangerous. Under Wisconsin law, a municipality is not liable for damages caused by accumulation of ice and snow and is immune, therefrom, unless the snow and ice has existed continuously for 3 weeks from the date of injury. Further, immunity extends to public parking lots.

While it is regrettable that Ms. Emerson was injured, it is respectfully recommended that her claim be denied in accordance with State law.

Eileen Miller Carter
Asst. City Attorney

Ordinance O-14-19

ORDINANCE AMENDING SECTION 6.08.475 OF THE WAUWATOSA MUNICIPAL CODE PROVIDING FOR DISCRETIONARY STANDARDS IN THE ISSUANCE OF GRANTS FOR CERTAIN RESERVE "CLASS B" LIQUOR LICENSES

The Common Council of the City of Wauwatosa do ordain as follows:

Part I. Section 6.08.475. B. Of the Code of the City of Wauwatosa is hereby amended to read in its entirety as follows:

B. Following the issuance of an original reserve Class B liquor license and upon application, the Common Council may exercise its discretion in determining whether to provide a grant to the licensee in an amount not to exceed \$500.00 less than the amount actually paid by the licensee to the City of Wauwatosa for issuance for the new reserve Class B liquor license. Prior to awarding the grant, the Common Council shall make such findings and establish such conditions to ensure that grant funds awarded are provided for purposes of economic development and accessibility, and that fees received by the City shall be used for construction of bicycle and pedestrian facilities to promote the health, safety, and welfare of the community.

Part II. This ordinance shall take effect on and after its date of publication.

Passed and Dated _____

City Clerk

Approved _____

Mayor

COMPTROLLER'S OFFICE BILLS & CLAIMS REPORT

Common Council Meeting JULY 15, 2014Payments to be ratified: Check # 173516 thru Check # 173572Payments to be approved: Check # 173573 thru Check # 173669

CITY OF WAUWATOSA
 CHECK REGISTER
 DATE RANGE: 07/02/14 - 07/15/14

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
2	5223	\$77853.85	07/02/14	03416		0 CITIES & VILLAGES MUTUAL INSURANCE CO.	CLEARED
		62501.85	09-211-5200-000			WC FIRE	5223
		1352.00	09-211-5300-000			WC PW	
		14000.00	09-211-5300-000			PW FLEET	
2	5225	\$2041.20	07/02/14	60862		0 HUMANA	CLEARED
		2041.20	12-311-5400-000			DENTAL CLAIMS	5225
2	5229	\$3264.77	07/02/14	60761		0 UNITED HEALTHCARE	CLEARED
		3264.77	01-000-2306-200			FLEXIBLE SPENDING	5229
2	5230	\$49079.04	07/02/14	60761		0 UNITED HEALTHCARE	CLEARED
		49079.04	16-311-5191-100			HEALTH CLAIMS	5230
2	5231	\$1050603.78	07/02/14	63753		0 HSI RESIDENTIAL I, LLC	CLEARED
		1050603.78	19-111-5650-030			TIF 3 MUNI REVENUE OBLIGATION	5231
2	5232	\$333306.48	07/02/14	63784		0 HSI RESIDENTIAL ANNEX LLC	CLEARED
		333306.48	19-111-5650-030			TUF 3 MUNI REVENUE OBLIGATION	5232
2	5233	\$12617.45	07/02/14	03416		0 CITIES & VILLAGES MUTUAL INSURANCE CO.	CLEARED
		2004.63	09-211-5100-000			WC POLICE	5233
		1345.80	09-211-5200-000			WC FIRE	
		3666.30	09-211-5300-000			WC PW	
		5600.72	09-211-5500-000			WC WATER	
2	5234	\$246948.54	07/02/14	74400		0 DEPOSITORY TRUST COMPANY	CLEARED
		124468.75	50-132-0250-900			SERIES 2010 INTEREST	5234
		24437.50	50-132-0260-900			SERIES 2011 INTEREST	
		98042.29	50-132-0270-900			SERIES 2013 INTEREST	
2	5235	\$6461.80	07/08/14	60862		0 HUMANA	CLEARED
		6461.80	12-311-5400-000			DENTAL CLAIMS	5235
2	5237	\$231394.90	07/11/14	05030		0 EFTPS	CLEARED
		58990.16	01-000-2202-300			PAYROLL FOR 071014	071014PAYROLL
		115.92	01-000-2202-300			PAYROLL FOR 071014	
		290.38	01-000-2202-300			PAYROLL FOR 071014	
		286.32	01-000-2202-300			PAYROLL FOR 071014	
		20.90	01-000-2202-300			PAYROLL FOR 071014	
		56.39	01-000-2202-300			PAYROLL FOR 071014	
		623.16	01-000-2202-300			PAYROLL FOR 071014	
		432.14	01-000-2202-300			PAYROLL FOR 071014	
		27.74	01-000-2202-300			PAYROLL FOR 071014	
		158.88	01-000-2202-300			PAYROLL FOR 071014	
		3.42	01-000-2202-300			PAYROLL FOR 071014	
		2.19	01-000-2202-300			PAYROLL FOR 071014	
		15.11	01-000-2202-300			PAYROLL FOR 071014	
		6.07	01-000-2202-300			PAYROLL FOR 071014	
		3.53	01-000-2202-300			PAYROLL FOR 071014	

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
 CHECK REGISTER
 DATE RANGE: 07/02/14 - 07/15/14

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
		30.71	01-000-2202-300			PAYROLL FOR 071014	
		59.07	01-000-2202-300			PAYROLL FOR 071014	
		21.89	01-000-2202-300			PAYROLL FOR 071014	
		5.65	01-000-2202-300			PAYROLL FOR 071014	
		6.22	01-000-2202-300			PAYROLL FOR 071014	
		149.73	01-000-2202-300			PAYROLL FOR 071014	
		18.06	01-000-2202-300			PAYROLL FOR 071014	
		0.85	01-000-2202-300			PAYROLL FOR 071014	
		116.14	01-000-2202-300			PAYROLL FOR 071014	
		46809.27	01-000-2301-100			PAYROLL FOR 071014	
		108513.64	01-000-2301-200			PAYROLL FOR 071014	
		14631.36	01-000-2301-300			PAYROLL FOR 071014	
2	5239	\$1727.62	07/09/14	60761		0 UNITED HEALTHCARE	CLEARED
		1727.62	01-000-2306-200			FLEXIBLE SPENDING	5239
2	5240	\$203067.28	07/09/14	60761		0 UNITED HEALTHCARE	CLEARED
		203067.28	16-311-5191-100			HEALTH CLAIMS	5240
2	5241	\$910.00	07/11/14	23244		0 WAUWATOSA POLICEMEN'S NSU BARG	CLEARED
		910.00	01-000-2304-400			PAYROLL FOR 071014	071014PAYROLL
2	5242	\$399.05	07/09/14	03416		0 CITIES & VILLAGES MUTUAL INSURANCE CO.	CLEARED
		179.35	09-211-5200-000			WC - FIRE	5242
		219.70	09-211-5300-000			WC - PW	
2	173516	\$720548.81	07/03/14	01630		0 AMERICAN SEWER SERVICES INC	CLEARED
		53903.00	03-331-5980-010			11-14 PMT 11	11-14 PMT 11
		3600.00	03-331-5980-010			11-14 EX3	
		42815.40	04-000-1901-006			11-14 PMT 11	
		162889.34	17-000-1901-006			11-14 PMT 11	
		25299.97	50-107-1000-030			11-14 PMT 11	
		1900.00	50-107-1000-030			11-14 EX1	
		23600.00	50-107-1000-030			11-14 EX2	
		457141.04	03-367-5980-000			13-01 WPR SANITARY IMPROVEMENT	13-01 PMT 6
2	173517	\$4835.18	07/03/14	65520		0 ANTHEM	OUTSTANDING
		4835.18	16-321-5220-000			LIFE & DISABILITY	6-27-14 00226423
2	173518	\$669.48	07/03/14	58767		0 AT&T	CLEARED
		600.00	24-144-5310-000			2014 BLANKET ORDER EXPIRING	414Z16821306
		69.48	50-624-1000-900			SERVICE MAY 23-JUNE 22, 2014	41873471706
2	173519	\$2125.22	07/03/14	02007		0 AYRES ASSOCIATES	CLEARED
		2125.22	13-101-5900-000			2013 BLANKET ORDER TO PROVIDE	154188
2	173520	\$100.00	07/03/14	28298		0 BELOIT POLICE DEPT	CLEARED
		100.00	01-000-2107-000			BAIL 14-16878	BAIL 14-16878
2	173521	\$46.50	07/03/14	63585		0 BENISTAR ADMIN SERVICES INC	CLEARED

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
		46.50	16-321-5100-000			BENEFIT PROGRAMS	08012014	
2	173522	\$12607.49 12607.49	07/03/14 12-321-5200-000	03095		0 CARE-PLUS BENEFIT PLANS, INC COVERAGE AUGUST 2014	20678	CLEARED
2	173523	\$228.00 228.00	07/03/14 01-000-2107-000	37957		0 ELM GROVE POLICE DEPT. BAIL 14-17140	14-17140	OUTSTANDING
2	173524	\$596.00 596.00	07/03/14 08-111-5200-200	63782		0 FOHR THOMAS GARBAGE TRUCK DAMAGED GARAGE	4-15-14	OUTSTANDING
2	173525	\$24.00 24.00	07/03/14 01-000-2103-000	91031		3 FRANKLIN LIBRARY SELF PAY STATION	JUNE 2014	OUTSTANDING
2	173526	\$195.00 195.00	07/03/14 08-111-5300-200	63783		0 MACGILLIS TIM CITY LINE WAS PLUGGED	11-2-13	CLEARED
2	173527	\$7305.80 5207.60 1911.20 187.00	07/03/14 01-000-2502-600 01-000-2503-400 01-000-2503-500	13556		0 MILWAUKEE COUNTY TREASURER COURT FINES AND ASSESSMENTS COURT FINES AND ASSESSMENTS COURT FINES AND ASSESSMENTS	JUNE 2014	CLEARED
2	173528	\$30.99 16.00 14.99	07/03/14 01-000-2103-000 01-000-2103-000	62529		0 MILWAUKEE LIBRARY SELF PAY STATION SELF PAY STATION	JUNE 2014 JULY 2014	OUTSTANDING
2	173529	\$8439.67 8439.67	07/03/14 13-101-5980-370	63785		0 NIELSEN MARK RT.HINGED DOOR WALK IN FREEZER	10330113	OUTSTANDING
2	173530	\$400.00 400.00	07/03/14 22-000-2401-100	27480		0 ROZGA PLUMBING CORP. REFUND DEPOSIT	REFUND PERMIT	CLEARED
2	173531	\$19133.30 2587.60 8353.32 8192.38	07/03/14 01-000-2502-200 01-000-2502-300 01-000-2502-400	59058		0 STATE OF WISCONSIN-COURT FINES & SURCHARGES COURT FINES AND ASSESSMENTS COURT FINES AND ASSESSMENTS COURT FINES AND ASSESSMENTS	JUNE 2014	CLEARED
2	173532	\$80.04 80.04	07/03/14 01-421-5980-025	40043		0 VERIZON WIRELESS MONTHLY CHARGES	9726730983	CLEARED
2	173533	\$9500.00 9500.00	07/03/14 01-311-4100-000	63617		0 WB WI II, LLC (D/B/A WORLD OF BEER) ECONOMIC DEVELOPMENT GRANT	R-14-006	CLEARED
2	173534	\$4441.73 2265.44 1019.05 174.11 9.27 354.66 176.07	07/03/14 27-551-5320-010 27-551-5320-015 27-551-5320-040 27-551-5320-090 27-551-5320-120 27-551-5320-130	23641		0 WE ENERGIES SERVICE 5-19 TO 6-13-14 SERVICE 5-19 TO 6-13-14	8684-059-496 JL14	CLEARED

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

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BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
		311.32	27-551-5330-010			SERVICE 5-19 TO 6-13-14	
		14.00	27-551-5330-015			SERVICE 5-19 TO 6-13-14	
		14.00	27-551-5330-040			SERVICE 5-19 TO 6-13-14	
		68.22	27-551-5330-120			SERVICE 5-19 TO 6-13-14	
		35.59	27-551-5330-130			SERVICE 5-19 TO 6-13-14	
2	173535	\$7.16	07/03/14	91762		0 WISCONSIN DEPARTMENT OF TRANSPORTATION	CLEARED
		7.16	03-353-5980-000			10-91 2656-00-71 TENT FINAL	L31319
2	173536	\$87.00	07/03/14	63781		0 WOODS TOYA	OUTSTANDING
		87.00	01-000-2101-100			TRIP REFUND	05378315
2	173537	\$200.00	07/10/14	63787		0 ARMSTEAD KIM	OUTSTANDING
		200.00	22-000-2401-300			5163 SECURITY DEPOSIT REFUND	5163
2	173538	\$390.00	07/10/14	28765		0 AT&T GLOBAL SERVICES	OUTSTANDING
		390.00	01-211-5310-000			WIRING REPAIR	SB801416
2	173539	\$30.00	07/10/14	61312		0 DAVE & BUSTER'S INC	OUTSTANDING
		30.00	01-000-2101-200			OVERPAYMENT	145075
2	173540	\$1176.00	07/10/14	60151		1 GLENDALE POLICE DEPARTMENT	OUTSTANDING
		50.00	01-000-2107-000			BAIL 14-17742	144957
		1126.00	01-000-2107-000			BAIL 14-18218	145055/145069
2	173541	\$56.87	07/10/14	50887		0 GLOBALSTAR USA	OUTSTANDING
		56.87	01-221-5310-000			SERVICE 5/16 TO 6/15/14	1000000005667241
2	173542	\$1489.80	07/10/14	50070		0 GREENFIELD POLICE DEPARTMENT	OUTSTANDING
		1489.80	01-000-2107-000			BAIL 14-17801	145002/145016
2	173543	\$766.37	07/10/14	60251		0 GROSSMAN MARY	OUTSTANDING
		766.37	01-000-2303-400			PAYROLL FOR 071014	071014PAYROLL
2	173544	\$10175.00	07/10/14	09024		0 ICMA RETIREMENT TRUST-457	OUTSTANDING
		10175.00	01-000-2303-300			PAYROLL FOR 071014	071014PAYROLL
2	173545	\$190.00	07/10/14	70025		0 JOANNE M LIPO ZOVIC, TRUSTEE	OUTSTANDING
		190.00	01-000-2303-400			PAYROLL FOR 071014	071014PAYROLL
2	173546	\$100.00	07/10/14	63788		0 KLEBBA JENNIFER	OUTSTANDING
		100.00	22-000-2401-300			5045 SECURITY DEPOSIT REFUND	5045
2	173547	\$975.00	07/10/14	98294		0 KLEMME FLOATS LLC	OUTSTANDING
		975.00	01-522-5810-000			REMAINING BALANCE	JULY 4 2014
2	173548	\$177.00	07/10/14	38070		0 MID MORAINNE MUNICIPAL COURT	OUTSTANDING
		177.00	01-000-2107-000			BAIL 14-18136	145016
2	173549	\$511.80	07/10/14	90607		0 MILWAUKEE COUNTY SHERIFF	OUTSTANDING

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
 CHECK REGISTER
 DATE RANGE: 07/02/14 - 07/15/14

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		511.80	01-000-2107-000			BAIL 14-17879	145004
2	173550	\$200.00	07/10/14	63791		0 MOORE ANDREYA	OUTSTANDING
		200.00	22-000-2401-300			5143 SECURITY DEPOSIT REFUND	5143
2	173551	\$100.00	07/10/14	63789		0 MOORE KEIANA	OUTSTANDING
		100.00	22-000-2401-300			5141 SECURITY DEPOSIT REFUND	5141
2	173552	\$23057.68	07/10/14	21040		0 NATIONWIDE RETIREMENT SOLUTIONS	OUTSTANDING
		23057.68	01-000-2303-300			PAYROLL FOR 071014	071014PAYROLL
2	173553	\$8345.00	07/10/14	14810		0 NORTH SHORE BANK F.S.B.	OUTSTANDING
		8345.00	01-000-2303-300			PAYROLL FOR 071014	071014PAYROLL
2	173554	\$9.03	07/10/14	15238		0 OFFICE COPYING EQUIPMENT LTD.	OUTSTANDING
		9.03	01-151-5210-000			#3280 5/20/14 THRU 6/19/14	C296013
2	173555	\$106.00	07/10/14	16576		0 POLICE SUPERVISORY-UNION DUES	OUTSTANDING
		106.00	01-000-2304-500			PAYROLL FOR 071014	071014PAYROLL
2	173556	\$15384.60	07/10/14	28995		0 PURPLE COW ORGANIC LLC	OUTSTANDING
		10256.40	01-361-5810-300			2014 BLANKET ORDER TO COVER YA	4058
		5128.20	01-361-5810-300			2014 BLANKET ORDER TO COVER YA	4059
2	173557	\$200.00	07/10/14	63792		0 PUTZEAR VERONA	OUTSTANDING
		200.00	22-000-2401-300			5074 SECURITY DEPOSIT REFUND	5074
2	173558	\$202.80	07/10/14	27007		0 RACINE POLICE DEPT.	OUTSTANDING
		202.80	01-000-2107-000			BAIL 14-17706	145003
2	173559	\$74.50	07/10/14	18415		0 REGISTRATION FEE TRUST	OUTSTANDING
		74.50	23-634-5910-000			TITLES & PLATES M-95	17-15926-14
2	173560	\$200.00	07/10/14	62834		0 ROUF ARMAN	OUTSTANDING
		200.00	22-000-2401-300			5125 SECURITY DEPOSIT REFUND	5125
2	173561	\$330.00	07/10/14	80000	85832	SCHLEIMER LAUREL A	OUTSTANDING
		330.00	01-155-5410-000			ADVANCEMENT	NIGP FORUM 2014
2	173562	\$2135.20	07/10/14	40974		0 TIME WARNER CABLE	OUTSTANDING
		1528.00	24-144-5810-000			2014 BLANKET ORDER EXPIRING	073634601 JULY
		506.96	24-144-5810-000			2014 BLANKET ORDER EXPIRING	7039962101 JULY
		100.24	24-144-5810-000			2014 BLANKET ORDER EXPIRING	705185101/ JULY
2	173563	\$3284.80	07/10/14	21450		0 UNITED MAILING SERVICES INC	CLEARED
		3284.80	01-000-1831-100			6/2 THRU 6/27/14	119971
2	173564	\$125.00	07/10/14	50288		0 UNITED STATES TREASURY	OUTSTANDING
		125.00	01-000-2303-400			PAYROLL FOR 071014	071014PAYROLL

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS INV VEND
2	173565	\$191.00 191.00	07/10/14 01-000-2303-100	21595		0 UNITED WAY OF GREATER MILW INC PAYROLL FOR 071014	071014PAYROLL	OUTSTANDING
2	173566	\$200.00 200.00	07/10/14 22-000-2401-300	63790		0 VANG NOU 4856 SECURITY DEPOSIT REFUND	4856	OUTSTANDING
2	173567	\$171.00 131.01 39.99	07/10/14 50-662-1000-900 01-211-5310-000	40043		0 VERIZON WIRELESS SERVICE 5/23/14 TO 6/22/14 SERVICE 5/27/14 TO 6/26/14	9727434382 9727675930	OUTSTANDING
2	173568	\$3029.56 3029.56	07/10/14 01-000-2304-300	23228		0 WAUWATOSA PROFESSIONAL FIREFIGHTERS ASSOC PAYROLL FOR 071014	071014PAYROLL	OUTSTANDING
2	173569	\$15231.50 262.00 426.42 1850.88 9891.02 455.72 1238.83 407.56 667.49 23.91 7.67	07/10/14 01-221-5340-000 01-221-5350-000 07-301-5340-000 07-301-5350-000 01-213-5340-000 01-213-5350-000 01-221-5340-000 01-221-5350-000 07-301-5340-000 07-301-5350-000	23214		0 WAUWATOSA WATER UTILITY WATER 3/2/14 TO 6/1/14 SEWER 3/2/14 TO 6/1/14 WATER 3/7/14 TO 6/9/14 SEWER 3/7/14 TO 6/9/14 WATER 3/10/14 TO 6/9/14 SEWER 3/10/14 TO 6/9/14 WATER 5/8/14 TO //2000 SEWER 5/8/14 TO //2000 WATER 3/14/14 TO 6/14/14 SEWER 3/14/14 TO 6/4/14	0008656001/ JULY 0009153001 JULY 0009299001/ JULY 0016018001/ JULY 0016041001 JULY	CLEARED
2	173570	\$11704.93 19.16 7472.08 3674.65 253.57 63.82 52.93 139.92 28.80	07/10/14 50-603-1000-900 50-623-1000-900 50-623-1000-300 50-661-1000-500 50-662-1000-100 50-662-1000-900 50-624-1000-900 50-902-1000-900	23641		0 WE ENERGIES SERVICE 5/9/14 TO 6/9/14 SERVICE 5/9/14 TO 6/9/14	0000-067-587JUNE	OUTSTANDING
2	173571	\$6603.65 6603.65	07/10/14 01-000-2303-400	37553		0 WI SCTF PAYROLL FOR 071014	071014PAYROLL	OUTSTANDING
2	173572	\$87.50 87.50	07/10/14 01-000-2303-400	23635		0 WISCONSIN DEPT OF REVENUE PAYROLL FOR 071014	071014PAYROLL	OUTSTANDING
2	173573	\$122461.13 56969.61 2740.50 3255.48 56755.04 2740.50	07/15/14 01-361-5810-100 01-361-5810-400 01-361-5810-100 01-361-5810-100 01-361-5810-400	69875		0 ADVANCED DISPOSAL SERVICES 2014 BLANKET ORDER TO COVER: COLLECTION AND DISPOSAL OF ALL 2014 BLANKET ORDER TO COVER: 2014 BLANKET ORDER TO COVER: COLLECTION AND DISPOSAL OF ALL	C60001177631 C60001191877 C60001191878	OUTSTANDING
2	173574	\$208.62 208.62	07/15/14 06-203-5110-000	63248		0 AIR PLUS LLC GREASER PINS	5827	OUTSTANDING

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
2	173575	\$100.00 100.00	07/15/14 24-144-5550-000	63111		0 AIRWATCH LLC 2014 BLANKET ORDER EXPIRING	AWUS-29618 OUTSTANDING
2	173576	\$28.90 28.90	07/15/14 06-201-5690-000	01570		0 AMERICAN CYLINDER GAS OXYGEN COMPRESSED	69251 OUTSTANDING
2	173577	\$5913.60 5913.60	07/15/14 50-673-1000-900	01630		0 AMERICAN SEWER SERVICES INC WATER MAIN REPAIR	GLENVIEW AVE OUTSTANDING
2	173578	\$140.00 70.00 70.00	07/15/14 01-211-5810-000 01-211-5810-000	61240		0 AUTOMOTIVE & TRUCK SERVICE INC 2014 BLANKET ORDER EXPIRING 2014 BLANKET ORDER EXPIRING	59398 59402 OUTSTANDING
2	173579	\$1695.00 1695.00	07/15/14 01-361-5730-000	63796		0 AWS 8/1/14 THRU 7/31/15	20140360 OUTSTANDING
2	173580	\$201375.00 120000.00 81375.00	07/15/14 50-101-3431-900 50-101-3431-900	02160		0 BADGER METER INC 2014 BLANKET ORDER, EXPIRING 2014 BLANKET ORDER, EXPIRING	1003818 1004334 OUTSTANDING
2	173581	\$285.67 214.94 70.73	07/15/14 06-203-5110-000 06-203-5110-000	02128		0 BADGER TRUCK CENTER - MILWAUKEE BRACE SENDER-FUEL	609472 609514 OUTSTANDING
2	173582	\$185.36 185.36	07/15/14 01-421-5980-025	80000	86208	BEIX JAMES A AUTO ALLOWANCE JUNE 2014	JUNE 2014 ALLOW OUTSTANDING
2	173583	\$925.00 925.00	07/15/14 17-336-5810-000	45262		1 BILL TARMAN-RAMCHECK PROFESSIONAL CONSULTING SERVIC	1406 OUTSTANDING
2	173584	\$122.51 122.51	07/15/14 16-322-5410-000	80000	85928	BOHREN ELIZABETH REIMBURSE: HR CONFERENCE	RBIMBURSE:HR CONF OUTSTANDING
2	173585	\$180.00 90.00 90.00	07/15/14 01-211-5810-000 01-121-5810-000	02607		0 BONDED TRANSPORTATION SOLUTIONS 2014 BLANKET ORDER EXPIRING 2014 BLANKET ORDER EXPIRING	2985-3176 OUTSTANDING
2	173586	\$58.00 58.00	07/15/14 01-211-5430-000	80000	86169	BRADLEY, KATIE A CLOTHING ALLOWANCE	266026 OUTSTANDING
2	173587	\$24.50 24.50	07/15/14 01-211-5210-000	03770		0 BROOKSTONE PRINTING BUSINESS CARDS	G06387 OUTSTANDING
2	173588	\$112.00 112.00	07/15/14 01-421-5420-000	80000	86376	BUDDER ANDREW B AUTO ALLOW JUNE 2014	AUTO JUNE 2014 OUTSTANDING
2	173589	\$943.35 943.35	07/15/14 27-551-5710-130	02928		0 BUTTERS-FETTING CO INC REPLACED BELTS AND FILTERS	W53971 OUTSTANDING

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
2	173590	\$1317.50 1317.50	07/15/14 24-144-5550-000	79604		0 CARAHSOFT TECHNOLOGIES CORP BLANKET ORDER FOR YEAR 2014	OUTSTANDING IN186481
2	173591	\$1749.75 1749.75	07/15/14 06-201-5970-000	45321		0 CGC INC PROFESSIONAL SERVICES TO PROVI	OUTSTANDING 38486
2	173592	\$161.28 161.28	07/15/14 27-551-5830-010	99665		0 COCA-COLA BOTTLING COMPANY SODA	OUTSTANDING 4198141908
2	173593	\$4182.12 4182.12	07/15/14 01-211-5810-010	62058		0 COMPLUS DATA INNOVATIONS INC 2014 BLANKET ORDER TO COVER	OUTSTANDING 27734
2	173594	\$1285.75 1285.75	07/15/14 06-000-2108-000	38310		0 COREY OIL, LTD. OIL	OUTSTANDING 1292272
2	173595	\$2731.50 2731.50	07/15/14 01-143-5810-000	59948		0 DAVIS & KUELTHAU, S.C. SERVICES THRU MAY 2014	OUTSTANDING 379695
2	173596	\$80.00 80.00	07/15/14 01-321-5430-000	80000	86652	DEBACK DONALD SAFETY SHOE REIMBURSEMENT	OUTSTANDING 35746426
2	173597	\$1659.96 414.99 414.99 414.99 414.99	07/15/14 01-335-5810-100 04-211-5900-000 17-336-5900-000 50-186-2000-210	19068		0 DIGGER'S HOTLINE INC. 2014 BLANKET ORDER TO COVER ADDITIONAL FUNDING FOR ABOVE ADDITIONAL FUNDING FOR ABOVE ADDITIONAL FUNDING FOR ABOVE	OUTSTANDING 140 6 76501
2	173598	\$158.00 158.00	07/15/14 01-154-5400-000	68995		0 DSPS APPLICATION FEES	OUTSTANDING R. TUFF
2	173599	\$498.40 498.40	07/15/14 01-131-5420-000	80000	86516	EHLEY KATHY AUTO 3/27/14 THRU 6/30/14	OUTSTANDING MARCH - JUNE 2014
2	173600	\$92.07 92.07	07/15/14 01-213-5690-000	05525		0 ELLIOTT ACE HARDWARE DUCK TAPE, DUSTER, CORD	OUTSTANDING 402651
2	173601	\$2318.00 2318.00	07/15/14 03-551-5980-000	48521		0 ENGBERG ANDERSON, INC. PROFESSIONAL ARCHITECTURAL	OUTSTANDING 10207704-09
2	173602	\$23.50 23.50	07/15/14 06-203-5110-000	05725		0 ENGINES SERVICE INC FUEL PUMP	OUTSTANDING 130754
2	173603	\$50.29 50.29	07/15/14 50-675-1000-900	04321		0 FERGUSON WATERWORKS #1476 PARTS	OUTSTANDING 0145120-2
2	173604	\$56.31 56.31	07/15/14 06-203-5110-000	51369		0 FERRELLGAS FUEL	OUTSTANDING 1082926584
2	173605	\$2055.00 525.00	07/15/14 16-322-5810-000	63639		0 FROEDTERT HEALTH INC 2014 BLANKET ORDER TO COVER	OUTSTANDING 000000334-00

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		1530.00	16-322-5810-000			2014 BLANKET ORDER FOR CITY OF	00000334-00
2	173606	\$10627.00	07/15/14	59600		0 GIBB BUILDING MAINTENANCE	OUTSTANDING
		6568.00	25-181-5810-000			2014 BLANKET ORDER TO COVER TH	10978
		4059.00	01-213-5810-000			CLEANING SERVICES AS ABOVE FOR	
2	173607	\$51307.45	07/15/14	07660		0 GRAEF	OUTSTANDING
		7758.27	03-367-5980-000			PROFESSIONAL ENGINEERING SERVI	0081075
		25745.08	03-336-5980-000			AS ABOVE FOR	
		6570.86	50-107-1000-270			AS ABOVE FOR	
		11233.24	03-331-5980-000			ATTN: MICHAEL PAULOS, P.E.	0081153
2	173608	\$43.66	07/15/14	07670		0 GRAINGER	OUTSTANDING
		22.64	06-201-5690-000			PARTS	9465122563
		21.02	06-201-5690-000			UTILITY BLADES	9469367974
2	173609	\$565.00	07/15/14	07998		0 GRAPHIC EDGE PRINTING	OUTSTANDING
		565.00	50-921-1000-900			LETTERHEAD	57470
2	173610	\$670.92	07/15/14	07714		0 GRAYBAR	OUTSTANDING
		10.08	01-335-5660-100			PARTS	973079351
		2.92	01-242-5660-100			PARTS	973102490
		361.44	01-335-5660-100			PARTS	973203544
		140.40	01-331-5730-000			PARTS	973300204
		156.08	01-331-5730-000			PARTS	973300205
2	173611	\$6307.28	07/15/14	44447		0 GREEN HILLS LANDSCAPING LLC	OUTSTANDING
		148.00	25-181-5810-000			AS ABOVE FOR CIVIC CENTER	1294/1288
		375.70	50-626-1000-900			AS ABOVE FOR WATER DEPARTMENT	
		163.72	01-213-5810-000			AS ABOVE FOR POLICE DEPARTMENT	
		215.14	07-301-5910-000			AS ABOVE PUBLIC WORKS YARD	
		262.36	27-551-5980-050			AS ABOVE HARTUNG PARK TURF	
		5142.36	27-551-5810-240			2014 BLANKET ORDER, EXPIRING	
2	173612	\$65.07	07/15/14	80000	85425	HILDEBRANDT GAYLE P	OUTSTANDING
		65.07	01-211-5420-000			LAW ENF.ADMIN. REIMBURSEMENT	REIMBURSE: CONF
2	173613	\$333.74	07/15/14	08612		0 HOLZ MOTORS INC	OUTSTANDING
		333.74	06-203-5110-000			HOSE , PUMP	827459
2	173614	\$55.00	07/15/14	80000	86278	INGRELLI JOSEPH R	OUTSTANDING
		40.00	01-322-5900-000			CDL RENEWAL	CDL REIMBURS 2014
		15.00	01-322-5900-000			TANKER REIMBURSEMENT	REIMBURSE/2014
2	173615	\$2508.70	07/15/14	10070		0 JCH WATER METER TESTING & REPAIR	OUTSTANDING
		2508.70	50-663-1000-900			2014 BLANKET ORDER TO COVER CI	16074
2	173616	\$45.15	07/15/14	11084		0 KAESTNER AUTO ELECTRIC CO.	OUTSTANDING
		45.15	06-203-5110-000			PLUG	218993

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2	173617	\$165.52 165.52	07/15/14 01-161-5410-000	80000		86062 KESNER ALAN R TRAVEL REIMBURSE: ATTYS INSTIT REIMBURSE:/TRAVEL	OUTSTANDING
2	173618	\$57.59 57.59	07/15/14 01-211-5420-000	80000		85620 KOBS TERESA REIMBURSE: CONFERENCE REIMBURSE: CONF	OUTSTANDING
2	173619	\$299.00 299.00	07/15/14 01-143-5410-000	63450		0 KRUKOWSKI & COSTELLO SC JUNE 3, 2014 WI EMPLOYERS PROG MBOW-20140529	OUTSTANDING
2	173620	\$9243.00 9243.00	07/15/14 06-201-5970-000	45310		0 KUENY ARCHITECTS LLC PROFESSIONAL CONSULTING SERVIC 4345	OUTSTANDING
2	173621	\$26.32 26.32	07/15/14 01-421-5420-000	80000		86607 LAMBERT, CINDI L AUTO ALLOWANCE APRIL-JUNE APRIL-JUNE 2014	OUTSTANDING
2	173622	\$1843.18 1843.18	07/15/14 50-673-1000-900	12310		0 LANNON STONE PRODUCTS 2014 BLANKET ORDER NO. 2, EXPI 1094628	OUTSTANDING
2	173623	\$134.93 134.93	07/15/14 01-211-5430-000	80000		86325 MARTORANO KATHERINE A CLOTHING ALLOWANCE JULY 2014	OUTSTANDING
2	173624	\$128.25 128.25	07/15/14 01-143-5410-000	80000		86577 MBOW ELIZABETH A HR CONFERENCE REIMBURSEMENT REIMBURE:HR CONF	OUTSTANDING
2	173625	\$31.65 31.65	07/15/14 01-421-5410-000	80000		85558 MCGUIRE JILL REIMBURSE: MILEAGE REIMBURSE:SEMINAR	OUTSTANDING
2	173626	\$100.80 100.80	07/15/14 01-421-5420-000	80000		83472 MESKE MARK J AUTO ALLOWANCE JUNE 2014 AUTO JUNE 2014	OUTSTANDING
2	173627	\$436.12 436.12	07/15/14 50-675-1000-900	13329		0 MID CITY PLUMBING & HEATING, INC. BALANCE OF FUNDING FOR ABOVE 77378	OUTSTANDING
2	173628	\$183.52 183.52	07/15/14 01-161-5410-000	80000		86034 MILLER CARTER EILEEN REIMBURS:TRAVEL EXPENSE REIMBURSE: ATTY	OUTSTANDING
2	173629	\$4773.55 4773.55	07/15/14 01-626-5980-027	45308		0 MILLER ENGINEERING PROFESSIONAL ENGINEERING 32273	OUTSTANDING
2	173630	\$906.99 906.99	07/15/14 01-335-5320-000	13489		0 MILWAUKEE CITY OF STREET LIGHTING MAY 5140009390	OUTSTANDING
2	173631	\$257.40 257.40	07/15/14 01-121-5810-000	90607		0 MILWAUKEE COUNTY SHERIFF JUNE -BOARDING OF PRISONERS 13080	OUTSTANDING
2	173632	\$206.70 206.70	07/15/14 06-203-5110-000	13899		0 MOTION INDUSTRIES INC ROLLER CHAIN, SPRING CLIPS WI01-326755	OUTSTANDING
2	173633	\$502.25 4.20	07/15/14 06-203-5110-000	14055		0 NAPA AUTO PARTS OIL FILTER 185895	OUTSTANDING

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		149.56	06-203-5110-000			MUFFLER, U BOLT	186716
		8.06	06-203-5110-000			OIL FILTER	186795
		3.86	06-203-5110-000			FILTER	187133
		34.59	06-203-5110-000			BELT	188331
		68.49	06-203-5110-000			PARTS	189295
		59.38	06-203-5110-000			FILTER	189302
		36.84	06-201-5690-000			BATTERY	189530
		18.10	06-203-5110-000			CABLE	189811
		10.24	06-203-5110-000			LAMP	190472
		46.68	06-203-5110-000			FILTER	190956
		2.17	06-203-5110-000			FILTER	192658
		11.00	06-203-5110-000			PAINT	192840
		8.18	06-000-2108-000			HOSE FITTINGS	193894
		40.90	06-000-2108-000			HOSE FITTINGS	194113
2	173634	\$560.00	07/15/14	19539		0 NORTHERN LAKE SERVICE, INC	OUTSTANDING
		560.00	50-662-1000-900			ACIDS	257306
2	173635	\$127.18	07/15/14	15238		0 OFFICE COPYING EQUIPMENT LTD.	OUTSTANDING
		63.58	50-903-1000-900			#2630 5/20/14 THRU 6/19/14	C296002
		27.25	50-921-1000-900			#2630 5/20/14 THRU 6/19/14	
		9.08	01-132-5210-000			ATTORNEY COPY MACHINE	C296003
		18.18	01-143-5210-000			ATTORNEY COPY MACHINE	
		9.09	01-161-5210-000			ATTORNEY COPY MACHINE	
2	173636	\$351.70	07/15/14	16210		0 PAYNE & DOLAN OF WISCONSIN INC	OUTSTANDING
		351.70	27-551-5650-060			MASON SAND	1279417
2	173637	\$400.00	07/15/14	63495		0 PEKEL RAMONA	OUTSTANDING
		400.00	01-113-5900-100			BOOKS/DONATION	5TH GRADE DANCE
2	173638	\$275.00	07/15/14	67581		0 PEST MANAGEMENT SOLUTIONS LLC	OUTSTANDING
		275.00	01-213-5710-000			SEASONAL STINGING INSECTS	10008592
2	173639	\$73.00	07/15/14	27378		0 PEST PATROL CO. INC.	OUTSTANDING
		38.00	07-301-5710-130			2014 BLANKET ORDER TO COVER CO	166240
		35.00	27-551-5710-010			2014 BLANKET ORDER TO COVER PE	167579
2	173640	\$2617.00	07/15/14	16450		0 PIERCE MANUFACTURING INC	OUTSTANDING
		2617.00	01-223-5970-000			VIN #4P1CU01D9EA014460	M044752
2	173641	\$807.58	07/15/14	80000	85056	PLASS JEAN M	OUTSTANDING
		807.58	01-151-5410-000			REIMBURSE: TRAVEL	REIMBURSE: GFOA
2	173642	\$156.85	07/15/14	16690		0 PRECISION SERVICE AND PARTS, INC.	OUTSTANDING
		41.68	06-203-5110-000			ABSORBER	101V005154
		38.47	06-203-5110-000			FILTER	101V004576
		76.70	06-000-2108-000			BATTERY , CORE	151V000673
2	173643	\$14898.00	07/15/14	45456		0 PROSPAN MANUFACTURING CO INC	OUTSTANDING

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE #
		4340.00	50-101-3940-700			PART NO. US-S2484, ULTRA SHORE	1301151
		6260.00	50-101-3940-700			PART NO. US-S4884, ULTRA SHORE	
		264.00	50-101-3940-700			PART NO. US-STK, STACKING TUBE	
		3204.00	50-101-3940-700			PART NO. US-ASA5496, ADJUSTABL	
		115.00	50-101-3940-700			PART NO. US-LS, LIFTING SLING	
		115.00	50-101-3940-700			PART NO. US-ALA, ADJUSTABLE LE	
		600.00	50-101-3940-700			SHIPPING CHARGES	
2	173644	\$275.00	07/15/14	18280		0 RAY'S TOWING, INC.	
		275.00	50-673-1000-900			TOWING	102722
2	173645	\$75.97	07/15/14	80000	86116	REID ROBERT A	
		75.97	01-221-5410-400			REIMBURSE: EMS COURSE	REIMBURSE: EMS
2	173646	\$83.00	07/15/14	29752		0 RELIABLE WATER SERVICES	
		83.00	25-181-5810-000			HOT WATER	INV085281
2	173647	\$76.08	07/15/14	80000	86254	ROBINSON MARK W	
		76.08	01-221-5410-400			REIMBURSE: EMS COURSE	EMS-REIMBURSE
2	173648	\$240.00	07/15/14	18964		0 RUEKERT & MIELKE INC	
		240.00	50-665-1000-900			SERVICES 5/17/14-6/13/14	108106
2	173649	\$88.00	07/15/14	20320		0 SAFETY MART	
		88.00	01-561-5430-210			DRIVER	26716
2	173650	\$11.56	07/15/14	04663		0 SCHLOSSMANN'S DODGE CITY	
		11.56	06-203-5110-000			SCREW AND NUTS	34993
2	173651	\$492.80	07/15/14	19212		0 SCHOK'S AUTO BODY & REFINISHING	
		492.80	06-203-5190-000			REFINISH HOOD & BUMPER	22638
2	173652	\$125.44	07/15/14	80000	85980	SKELLETT DAVID L	
		125.44	50-902-1000-900			AUTO ALLOWANCE JUNE 2014	AUTO JUNE 2014
2	173653	\$1242.00	07/15/14	04789		0 TOTAL MECHANICAL	
		1242.00	25-181-5750-000			MOTOR INSTALLATION	SRVCE070291
2	173654	\$8.96	07/15/14	80000	86188	TUFF RHETT C	
		8.96	01-154-5420-000			AUTO ALLOWANCE JUNE 2014	JUNE 14 AUTO
2	173655	\$2333.40	07/15/14	04075		0 UNEMPLOYMENT INSURANCE	
		1480.00	01-211-5920-000			UNEMPLOYMENT JUNE 2014	000006101248
		758.40	01-561-5920-000			UNEMPLOYMENT JUNE 2014	
		95.00	27-551-5930-000			UNEMPLOYMENT JUNE 2014	
2	173656	\$265.56	07/15/14	62117		0 UNIFIRST CORPORATION	
		10.00	01-335-5690-100			MATS	096 0809299
		4.23	01-335-5430-100			COVERALLS	
		50.37	06-201-5430-000			CLOTHING	096 08101579

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
 CHECK REGISTER
 DATE RANGE: 07/02/14 - 07/15/14

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION	INVOICE # INV VEND
		63.80	01-213-5810-000			MATS	096 0810188
		10.00	01-335-5690-100			MAT	096 0810199
		4.23	01-335-5430-100			COVERALL	
		20.70	01-221-5810-000			SOAP, WIPERS, COVERALLS	096 0810848
		10.00	01-335-5690-100			MATS	096 0811059
		4.23	01-335-5430-100			COVERALLS	
		18.55	50-955-1000-900			MATS	096 0811924
		18.33	50-956-1000-900			COVERALLS	
		51.12	06-201-5430-000			CLOTHING	96 0809257
2	173657	\$6803.16	07/15/14	02874		0 UNISYS CORPORATION	OUTSTANDING
		1644.00	24-144-5550-000			7/1/14 THRU 6/30/15	741893
		5159.16	24-144-5550-000			7/1/14 THRU 6/30/15	741965
2	173658	\$586.71	07/15/14	60752		0 UNITED HEALTHCARE INSURANCE COMPANY	OUTSTANDING
		586.71	01-616-5990-000			6/1/14 THRU 6/30/14	0035213577
2	173659	\$21.95	07/15/14	22275		0 VERMEER - WISCONSIN, INC.	OUTSTANDING
		21.95	01-561-5430-210			ROPE BRIDGE	402521
2	173660	\$15.00	07/15/14	80000	86538	WALTERS MICHAEL T	OUTSTANDING
		15.00	01-322-5900-000			REIMBURSE: TANKER TEST	REIMBURSE:/ 2014
2	173661	\$88.00	07/15/14	23151		0 WASH BRITE	OUTSTANDING
		88.00	01-211-5810-000			2013 BLANKET ORDER TO COVER	185 JUNE 2014
2	173662	\$236.64	07/15/14	21589		0 WASTE MANAGEMENT OF WI- MN	OUTSTANDING
		173.66	27-551-5980-050			PORT O LET	5397785-2275-2
		62.98	27-551-5810-120			PORT O LET	5397786-2275-0
2	173663	\$112.92	07/15/14	80000	85308	WEBER BARRY M	OUTSTANDING
		112.92	01-211-5410-000			TRAVEL REIMBURSEMENT	REIMBURSE:-TRAVEL
2	173664	\$536.71	07/15/14	97864		0 WI DEPT OF TRANSPORTATION	OUTSTANDING
		536.71	03-337-5980-000			PROJECT 1009-00-19	L31197
2	173665	\$1561.00	07/15/14	23629		0 WISCONSIN DEPARTMENT OF JUSTICE	OUTSTANDING
		1561.00	01-211-5900-000			6/1/14 THRU 6/30/14	G1034T JUNE 2014
2	173666	\$360.00	07/15/14	23712		0 WISCONSIN LIFT TRUCK CORP.	OUTSTANDING
		360.00	25-181-5710-000			SCISSOR	1413104115-17
2	173667	\$228.75	07/15/14	23945		0 WISTL SOD FARM INC	OUTSTANDING
		79.50	50-673-1000-900			GRASS SEED	45021
		149.25	50-673-1000-900			3 BAYS DELUXE	45183
2	173668	\$385.35	07/15/14	26332		0 ZIEN INC.	OUTSTANDING
		385.35	25-181-5710-000			WATER LINE	146342
2	173669	\$400.00	07/15/14	26373		0 ZIGNEGO READY MIX INC	OUTSTANDING

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
CHECK REGISTER
DATE RANGE: 07/02/14 - 07/15/14

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	INV VEND	CHECK STATUS
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		400.00	50-673-1000-900			SLURRY	40976		
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TOTAL # OF ISSUED CHECKS: 168 TOTAL AMOUNT: 3600212.80

TOTAL # OF VOIDED/REISSUED CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF ACH CHECKS: 0 TOTAL AMOUNT: 0.00

TOTAL # OF UNISSUED CHECKS: 0

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
001	GENERAL FUND	508,207.30	0.00
003	CAPITAL PROJECTS FUND	562,242.50	0.00
004	SANITARY SEWER RESERVE	43,230.39	0.00
006	FLEET MAINTENANCE RESERVE	14,775.70	0.00
007	PUBLIC WORKS BUILDING RESERVE	12,026.62	0.00
008	GENERAL LIABILITY RESERVE	791.00	0.00
009	WORKERS COMPENSATION RESERVE	90,870.35	0.00
012	DENTAL INSURANCE RESERVE	21,110.49	0.00
013	CDBG PROGRAM FUND	10,564.89	0.00
016	HEALTH/LIFE INSURANCE RESERVE	259,205.51	0.00
017	STORM SEWER RESERVE FUND	164,229.33	0.00
019	TAX INCREMENTAL DISTRICT FUND	1,383,910.26	0.00
022	AGENCY FUND	1,600.00	0.00
023	GENERAL PURPOSE EQUIP RESERVE	74.50	0.00
024	INFORMATION SYSTEMS RESERVE	10,955.86	0.00
025	MUNICIPAL COMPLEX RESERVE	8,786.35	0.00
027	PARKS RESERVE	11,669.42	0.00
050	WATER UTILITY	495,962.33	0.00
TOTAL -		3,600,212.80	0.00

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

**GEMS SYSTEM
DEPARTMENT CODES**

ACCOUNT # STRUCTURE

XX - XXX - XXXX-XXX
Fund - Dept - Detail Line Item

GENERAL FUND 01

GENERAL GOVERNMENT

<u>LEGISLATIVE</u>	<u>Account</u>
Common Council	111
Youth Commission	113
Historic Preservation Commission	114
Senior Commission	115

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<u>EXECUTIVE</u>	
Mayor	131
City Administration	132

<u>GENERAL ADMINISTRATION</u>	
City Clerk	141
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Human Resources	143

<u>FINANCIAL ADMINISTRATION</u>	
City Comptroller	151
City Assessor	154
Purchasing	155
City Treasurer	156

<u>LEGAL</u>	
City Attorney	161

<u>URBAN PLANNING</u>	
City Planning	171
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<u>BUILDINGS & PLANT</u>	
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PUBLIC SAFETY

<u>POLICE SERVICES</u>	
Police Department	211
Police Reserves	212
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<u>FIRE SERVICES</u>	
Fire Department	221
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<u>INSPECTIONS</u>	
Building Regulation	231
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Electrical Services	335

<u>OTHER TRANSPORTATION</u>	
Public Works Facilities Outside	351

<u>SANITATION</u>	
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<u>CULTURE</u>	
Public Library	511
Public Library-Pictures	512

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July Fourth	522

<u>CONSERVATION OF NATURAL RESOURCES</u>	
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Special Death & Disability Benefits	615
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Undistributed Payroll	619

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Inter-Fund Transfers	92

OTHER FUNDS

	<u>FUN</u>
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Capital Projects Fund	03
Sanitary Sewer Reserve	04
Fleet Maintenance Reserve	06
Public Works Bldg Res	07
General Liability Reserve	08
Worker's Comp Reserve	09
Trust and Agency Fund	10
Redevelopment Authority Res	11
Dental Insurance Reserve Fund	12
C.D.B.G. Fund	13
Health/Life Ins Reserve Fund	16
Storm Water Mgmt Reserve	17
Special Assessments	18
Tax Incremental Districts	19
Redevelopment Authority Lease	21
Rev. Bd. Fd.	
General Purpose Equipment Res	23
Information Systems Reserve	24
Municipal Complex Reserve	25
Information Systems Equip Reserve	26
Parks Reserve	27
Water Utility	50

Attachment: 715BillsClaims (2306 : Bills and Claims 7-15-14)

CITY OF WAUWATOSA
Resolution

R-14-143

By: Board of Public Works

BE IT RESOLVED, by the Common Council of the City of Wauwatosa, THAT permission be and the same is hereby granted to Sean Phelan, 7700 Harwood, LLC, to encroach onto City right-of-way at 7700 Harwood Avenue, Wauwatosa, Wisconsin, for the installation of eight (8) bicycle bollards, as more particularly described in the application to the Board of Public Works, and conditioned upon u-lock attachments being parallel to Menomonee River Parkway, installation of signage indicating "No Parking on Bridge" through the walkway area on the Harwood Pedestrian Bridge, and providing "before and after" photos of the sidewalk area above and below ground where the proposed bollards are being placed, subject to approval of the City Engineer or his designee, and also subject to the applicant executing unto the City of Wauwatosa an indenture setting forth the terms, provisions, and conditions relating to the granting of the aforesaid permission by said City to said applicant.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-144

By: Board of Public Works

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Contract 14-01, 104th Street Storm Sewer Extension; and

WHEREAS, bids and proposals were received at the office of the City Clerk until 10:01 o'clock in the fore noon Friday, the 11th day of July, 2014, and therefore publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

Super Excavators, Inc.	\$2,548,125.00
Globe Contractors, Inc.	\$2,595,872.45; and

WHEREAS, the amount budgeted for Contract 14-01, 104th Street Storm Sewer Extension is \$1,190,000.00; and

WHEREAS, the lowest bid received in the amount of \$2,548,125.00 is \$1,358,125.000 over the budgeted amount; and

WHEREAS the Board of Public Works recommends that the proper City Officials not enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa that the bids received for Contract 14-01, 104th Street Storm Sewer Extension be rejected.

BE IT FURTHER RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.

Passed and Dated _____

Clerk

Approved _____

Mayor

CITY OF WAUWATOSA
Resolution

R-14-145

By: Board of Public Works

WHEREAS, the Board of Public Works of the City of Wauwatosa reports that pursuant to the official notice, published as required by law, for proposals for Contract 14-81/Project 6211 Upgrade City Fuel System, bids and proposals were received at the office of the City Clerk and on June 19, 2014, publicly opened; and

WHEREAS, that said bids and proposals are returned herewith, and the bids received are as follows:

BIDDER	BASE BID	ALT. #1	ALT #2	ALT #3
Walt's Petroleum Service Inc.	\$246,000	No Bid	\$ 3,500	\$ 90,800
Interstate Pump & Tank	\$325,635	No Bid	\$16,967	\$ 59,646
Petroleum Equipment Co.	\$415,622	No Bid	\$14,000	\$140,000

WHEREAS, the lowest bid received is from Walt's Petroleum Service Inc.; and

WHEREAS, sufficient funds are available from the fund balance in the Fleet Reserve Account to pay the cost of this contract above previously-budgeted amounts; and

WHEREAS the Board of Public Works recommends that the proper City Officials be authorized to enter into a contract for doing said work of improvement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wauwatosa, that the proper City Officials be and they are hereby authorized and directed to enter into a contract with Walt's Petroleum Service Inc. for the work of Contract 14-81/Project 6211 Upgrade City Fuel System at and for their bid price of \$246,000, this being the lowest and best bid; and

BE IT FURTHER RESOLVED THAT the amount of \$60,000 is hereby authorized for transfer from the Fleet Reserve Account to the necessary accounts for payment of the costs of the above contract award; and

BE IT FINALLY RESOLVED that the surety deposits, if any, be returned to the unsuccessful bidders.

Passed and Dated _____

Clerk

Approved _____

Mayor