

## **Milwaukee County**

Request for Proposals

Acquisition and Development of Block 2E  
(East of the Milwaukee River)  
Park East, Milwaukee Wisconsin

RFP #2013 – ED01

Issue Date: May 24, 2013

**INFORMATION SUMMARY SHEET**

RFP Title: Acquisition and Development of Block 2E (East of the Milwaukee River), Park East, Milwaukee Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administration – Economic Development

RFP Issue Date: May 24, 2013

Pre-Proposal Conference RSVP: June 7, 2013 at 5:00 PM  
RSVP to RFP Contact Administrator

Deadline for Receipt of Pre-proposal Conference Questions: June 7, 2013 at 5:00 PM

Date of Pre-Proposal Conference: June 12, 2013 at 10:00AM

Pre-Proposal Conference Location:  
Milwaukee County – City Campus  
2711 West Wells Street  
Room 590  
Milwaukee, WI 53208

Deadline for Receipt of Questions: June 7, 2013 at 5:00PM

RFP Proposal Receipt Deadline: 2:00 PM, June 24, 2013

RFP Submission Location:  
Milwaukee County Courthouse  
County Clerk's Office  
Room 105  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

RFP Contact/Administrator:  
Teig Whaley-Smith  
2711 W. Wells St.  
Room 219  
Milwaukee, WI 53208

Telephone: (414) 278-4185  
E-mail: teig.whaley-smith@milwcnty.com

Proposal can be found on Milwaukee County's website; <http://county.milwaukee.gov/mced>

## Table of Contents

SECTION	PAGE
SECTION 1 - PURPOSE AND BACKGROUND.....	5
1.1 PURPOSE .....	5
1.2 BACKGROUND.....	5
SECTION 2 - CONDITIONS OF RFP.....	6
2.1 ZONING.....	6
2.2 POTENTIAL USE .....	6
2.3 UTILITIES .....	7
2.4 ENVIRONMENTAL CONDITIONS.....	7
2.5 SUBSOIL CONDITIONS.....	7
2.6 STORM WATER MANAGEMENT PLAN.....	7
2.7 CONVEYANCE CONDITIONS.....	7
2.8 PERFORMANCE DEPOSIT .....	8
2.9 PREVAILING WAGE.....	8
2.10 DBE GOALS AND REPORTING .....	8
2.11 WORKFORCE GOALS AND REPORTING .....	9
2.12 DEVELOPMENT AGREEMENT.....	9
2.13 GRANT OF OPTION .....	10
2.14 PROPERTY CLOSING .....	10
2.15 PERC OVERVIEW.....	11
SECTION 3 – PROCESS AND CONTENT OF PROPOSAL .....	12
3.1 PRE-PROPOSAL CONFERENCE.....	12
3.2 PROPOSAL QUESTIONS .....	12
3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT .....	13
3.4 PROPOSAL SUBMISSION .....	13
3.4.1 TITLE PAGE AND TRANSMITTAL.....	14
3.4.2 PURCHASE PRICE.....	14
3.4.3 QUALIFICATIONS.....	14
3.4.4 PROJECT DESCRIPTION .....	15
A. NARRATIVE. ....	15
B. PLANS.....	15
C. PROJECT SCHEDULE.....	15
3.4.5 FINANCIAL FEASIBILITY .....	15
3.4.6 ZONING READINESS.....	15
3.4.7 GREEN DESIGN .....	16
3.4.8 DBE GOAL AND PLAN.....	16
3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN.....	16
3.4.10 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN .....	16
3.4.11 PROJECTED TAX BASE.....	17
3.4.12 PROJECTED JOBS CREATED .....	17
3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION .....	17
SECTION 4 - CRITERIA FOR EVALUATION .....	18

4.1	EVALUATION PROCESS.....	18
4.2	EVALUATION CRITERIA .....	18
4.3	DETERMINATION.....	21
4.4	AWARD PROCESS .....	21
SECTION 5 - PROPOSAL TERMS AND CONDITIONS .....		22
5.1	FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY .....	22
5.2	NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS.....	22
5.3	COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.....	22
5.4	ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS..	22
5.5	DISCLOSURE OF RFP INFORMATION .....	23
5.6	PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL.....	24
5.7	INCURRED EXPENSES.....	24
5.8	PROTEST AND APPEALS PROCEDURES.....	25
5.9	CODE OF ETHICS .....	25
5.10	FEDERAL REGULATIONS.....	25

**ATTACHMENTS**

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Proposal)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Proposal)
- Attachment C – Cover Sheet for Proposal (Sign and Submit with Proposal)
- Attachment D – Certification Regarding Debarment and Suspension (Sign and Submit with Proposal)
- Attachment E – Proprietary Information Disclosure Form (Sign and Submit with Proposal)
- Attachment F – Purchase Price Offer Form (Sign and Submit with Proposal)
- Attachment G – Property Description
- Attachment H – Map
- Attachment I – Development Code (excerpt)
- Attachment J – Lead, PAH, and Groundwater Maps
- Attachment K – Phase II Environmental Site Assessment
- Attachment L – DBE Information and Forms
- Attachment M – Prevailing Wage Information
- Attachment N – Model Development Agreement
- Attachment O – Model Option to Purchase
- Attachment P – Park East Redevelopment Compact

## **SECTION 1 - PURPOSE AND BACKGROUND**

### **1.1 PURPOSE**

This Request for Proposal (RFP) is to solicit a buyer and developer for Block 2E of the Park East Development Plat, East of the Milwaukee River (see **Attachment G**, Block 2E comprises Lot 1, which is approximately 39,704 square feet, Lot 2, which is approximately 53,400 square feet, and a proposed north/south alley of approximately 6,551 square feet for a total block area of approximately 99,655 square feet (“Property”). The legal description used to convey the Property will reflect the final Park East Development Plat East of the Milwaukee River, adopted by the City of Milwaukee Common Council and/or the subsequent title commitment.

Block 2E comprises prime frontage on North Milwaukee Street, North Water Street, North Broadway Street and East Ogden Avenue. The Property has a sloping topography with an elevation drop from North Milwaukee Street to North Broadway/Water Streets. An approximate topographical map is attached as **Attachment H**.

The alley depicted on the enclosed plat and Redevelopment Plan has not been dedicated as a public alley so the land area within the alley can become a part of any proposed development plan and is included in the purchase of Block 2E.

The successful buyer and developer (“Successful Proposer”) will be required to enter into an Option to Purchase, a Development Agreement, and other documents specified in Sections 2.12 and 2.13 below.

### **1.2 BACKGROUND**

The Property is located within the former Park East Freeway Corridor. The elevated freeway structure that existed within the Park East Corridor was razed and replaced with an at-grade, six-lane boulevard (West McKinley Avenue) and a new bridge across the Milwaukee River. Removal of the freeway structure allowed for the reestablishment of the city street grid and opened up the land beneath and around the freeway corridor for redevelopment as a high quality residential, commercial and entertainment area. This Property, along with other properties within the former Park East Freeway Corridor, was formerly under the jurisdiction of the State of Wisconsin, Department of Transportation.

## SECTION 2 - CONDITIONS OF RFP

### 2.1 ZONING

The Property is located within the Park East Renewal Area, and is governed by the Redevelopment Plan, adopted by the City of Milwaukee Common Council on June 15, 2004. The Redevelopment Plan consists of three documents:

1. The **Renewal Plan**, which contains language that satisfies the state statutes in order to carry out the renewal activities within the Park East Redevelopment project boundaries.
2. The **Master Plan**, which links the Redevelopment Plan to the Milwaukee Downtown Plan.
3. The **Development Code**, which defines land use and design standards.

The Development Code defines permitted land uses and physical design standards such as building placement, height, build-to lines, and street-edge treatment. Portions of the Development Code pertaining to Block 2E (a.k.a. Block 22) are attached to this RFP as Attachment I.

The Redevelopment Authority of the City of Milwaukee must approve all development plans before building permits can be issued. The approval hinges on conformance with the standards enumerated in the Development Code.

The full Development Code and Redevelopment Plan are available on-line at [www.city.milwaukee.gov/projects/parkeastredevelopment.htm](http://www.city.milwaukee.gov/projects/parkeastredevelopment.htm). Block 2E is located in the Upper Water Street District. It is the responsibility of the Proposer to review and understand all documents prior to submitting a proposal. Questions about the Development Code may be directed to Vanessa Koster at the City of Milwaukee, Department of City Development, Planning at (414) 286-5716 or [Vanessa.koster@milwaukee.gov](mailto:Vanessa.koster@milwaukee.gov)

The Property is zoned RED, Redevelopment District. This zoning category allows for a mix of uses including residential, retail, office, and entertainment. A full list of permitted uses is identified in the Redevelopment Plan.

### 2.2 POTENTIAL USE

The land use provisions and building/site requirements described in the Redevelopment Plan is applicable to all publicly and privately owned parcels and structures located within the Redevelopment Plan boundary. All permit applications and plans for new construction within the area of the Redevelopment Plan will be referred to and reviewed by the Redevelopment Authority of the City of Milwaukee to determine conformance with the Redevelopment Plan.

## **2.3 UTILITIES**

Municipal sewer and water is available to the Property. It is the responsibility of the Proposer to verify with the City of Milwaukee the location and capacity of the utilities necessary to serve the proposed development. The existence and/or suitability of laterals are the responsibility and obligation of the Proposer. Deferred assessments and/or charges/fees on the Property, if any, shall be the financial obligation of the Proposer.

## **2.4 ENVIRONMENTAL CONDITIONS**

Independent II Environmental Site Assessment (ESA) for Block 2E (a.k.a. Parcel 124) is attached as **Attachment K**. Lead, PAH, and Groundwater maps are provided as **Attachment J**.

## **2.5 SUBSOIL CONDITIONS**

The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. Demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. For specific information regarding the freeway demolition contact Mr. Jeffrey Polenske in the City Department of Public Works at 414-286-2400.

Prior to the existence of the freeway, the Property contained various buildings and/or structures. Therefore, the Property may contain foundations, building materials or other debris from these buildings and structures, in addition to any remaining freeway support elements or related infrastructure. The Proposer is responsible for and must make adequate allowance for all excavation and disposal costs for the proposed project. Milwaukee County has no information regarding the bearing capacity of the soil and the Proposer accepts the Property in “as-is” condition, including without limitation, environmental and subsoil conditions.

## **2.6 STORM WATER MANAGEMENT PLAN**

Should the proposed project exceed one acre or add one-half acre of new impervious surfaces, the Proposer will be required to submit to the City of Milwaukee a storm water management plan prepared by a registered engineer, in conformance with Chapter 120, City of Milwaukee Code of Ordinances. Go to [www.city.milwaukee.gov/stormwatermanagement](http://www.city.milwaukee.gov/stormwatermanagement) for more information.

## **2.7 CONVEYANCE CONDITIONS**

Conveyance of the Property shall be “as-is”, without warranty as to soil, subsoil and environmental conditions. Successful Proposer shall be responsible for all property development costs, including, but not limited to, extension of water and sewer laterals to the property line,

vacation charges or fees, if any, deferred assessments, if any, and the replacement of sidewalks and curb cuts.

At closing, County shall include a deed restriction and right of reverter that the property will be subject to the Successful Proposer commencing and completing the construction of the proposed development pursuant to the development schedule submitted by the Successful Proposer and approved by Milwaukee County. In the event the Successful Proposer fails to comply with the excavation commencement date in the proposed development schedule, Milwaukee County shall have the option to reclaim the property through its right of reverter and the Property and the Successful Proposer agrees to re-convey the Property by Warranty Deed, free and clear of all liens, encumbrances, taxes, assessments and the rights of others, except those in existence, if any, prior to the conveyance of the Property to the Successful Proposer. The foregoing deed restriction and right of reverter shall be subordinated to all financing and investment interests necessary to construct the project.

## **2.8 PERFORMANCE DEPOSIT**

The Successful Proposer shall submit to Milwaukee County, at or prior to closing, a Performance Deposit (“Deposit”), Bond or Letter of Credit in the amount of \$50,000.00. The Deposit/Bond/Letter of Credit shall serve as security for the satisfactory performance of the project obligations and commitments made in response to this Request for Proposals, the terms of the development agreement entered into by the Proposer and as a guarantee for the completion of the development project approved by the City of Milwaukee. No interest will be paid on the Deposit.

## **2.9 PREVAILING WAGE**

Wages paid on the Successful Proposer’s project must meet a prevailing wage Requirement. See Milwaukee County Ordinances Section 30.02 for a list of the applicable provisions. The relevant County Ordinance, together with the Prevailing Wage Rate Determination is attached as Attachment M. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet this requirement. Successful Proposer must provide a report at construction completion that shows compliance with this requirement, which is subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. A liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing.

## **2.10 DBE GOALS AND REPORTING**

It is the policy of Milwaukee County to ensure that Disadvantaged Business Enterprises (DBEs), certified through the Wisconsin Uniform Certification Program (WIUCP), have an equal opportunity to receive and participate in Milwaukee County contracting opportunities.

The successful proposal will be required to meet a goal of 25% DBE participation for construction costs and 25% DBE participation for architectural and engineering costs (“Minimum DBE Goal”). To meet this Minimum DBE Goal the successful proposer must make a “good faith effort” to reach the goal (“Minimum Good Faith Efforts Plan”). The requirements of “good faith effort” are detailed in 49 CFR 26 Appendix A, which is attached as part of Attachment L. These requirements include primarily outreach and advertising requirements to reach DBE markets; and negotiation practices to make DBE participation more likely. During the course of the project, the successful proposer will be required to report which DBE’s bid on the project, which DBE’s were committed to a contract, and a DBE Utilization Reports and DBE Payments Certification (“DBE Forms”). Copies of these forms are available at <http://county.milwaukee.gov/cbdp/ComplianceServices.htm> and included as part of Attachment L.

Prior to closing, Milwaukee County will work with Proposer to develop a tailored DBE Compliance Plan which will include at the very least a Minimum DBE Goal and Minimum Good Faith Efforts. The tailored DBE Compliance plan will include monthly reporting on the DBE Forms, which is subject to auditing by Milwaukee County Community Business Development Partners department. A liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing.

## **2.11 WORKFORCE GOALS AND REPORTING**

If the Successful Proposer desires to be eligible for points for a Residential Hiring Goal, pursuant to Section 3.4.9, then wages paid on the Successful Proposer’s project must be tracked to ensure compliance with Successful Proposer’s Residential Hiring Goals as provided in Section 3.4.9 below. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet this requirement (i.e. add residence to existing payroll reports). Successful Proposer must provide a report at construction completion that shows compliance with this requirement, which is subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. If claiming points in Section 3.4.9 below, a liquidated damages provision for noncompliance will be negotiated between the successful proposer and Milwaukee County prior to closing.

## **2.12 DEVELOPMENT AGREEMENT**

Successful Proposer will be required to enter into a Development Agreement (see **Attachment N**), as part of the Successful Proposer closing. The Development Agreement will include, but will not be limited to, the project make-up, the commitments, obligations and a guarantee by the Successful Proposer, the schedule of the development project, the project design approved by the County, as well as the DBE and Prevailing Wage requirements. The attached Development Agreement is a model and will be negotiated with the selected proposer to reflect the actual proposal. Modifications may be made as part of the negotiations between Successful Proposer and County prior to closing, which may include without limitation, modifications to reporting mechanisms.

## 2.13 GRANT OF OPTION

The requirements of this section 2.13 are in addition to the Performance Deposit required in section 2.8 above.

Upon approval of a Successful Proposer by the Milwaukee County Board of Supervisors and the County Executive, the Successful Proposer will be granted a nonassignable twelve (12) month option to purchase (sample attached as **Attachment O**). The option period shall be used by the Proposer to satisfy or obtain any or all purchase and development requirements, tenant/financing commitments, approvals or licenses/permits from the City of Milwaukee and/or other regulatory agencies. Successful Proposer shall exercise the option on or before the expiration of the twelve-month option period and close the purchase within thirty (30) days thereafter. The Successful Proposer shall pay a \$50,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The \$50,000 option fee shall be credited against the purchase price at closing, but nonrefundable if the sale does not close. The Successful Proposer shall, at its option, be granted two additional six (6) month extensions after the initial twelve-month option period. The Successful Proposer shall pay a nonrefundable option extension fee of \$25,000 for each additional six-month extension. The option fee paid for any additional six-month extension shall be credited against the increased purchase price at closing.

Any extensions beyond the twenty-four (24) month option period must be approved by County Board and County Executive taking into consideration the reasons expressed by the Successful Proposer for requesting the extension. The calculation of the time value of money using the increased purchase price, the duration of the option, and appropriate market rate of return shall be utilized to establish the option extension fee. Whether the option extension fees paid are credited against the purchase price or further increase the purchase price shall be decided at the time the extension request is made by the Successful Proposer.

**In the event the Successful Proposer does not exercise the option and finalize the purchase of the Property, 100% of all option fees paid (including those fees that increased the purchase price) will not be refunded.**

## 2.14 PROPERTY CLOSING

Closing the sale is contingent on the completion of the following items to the satisfaction of Milwaukee County:

- Approval of the project design by the City of Milwaukee (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal approved by the Milwaukee County Board of Supervisors and County Executive.
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including DBE and Workforce goals.

## 2.15 PERC OVERVIEW

The Property is subject to the Park East Development Compact (PERC). The PERC has requirements of both the Successful Proposer and the County. The County's commitment includes off-site affordable housing, an economic development loan fund and a work force initiative that are separate from any requirements of the Successful Proposer. The Successful Proposer's obligations under the PERC are the Prevailing Wage Requirement (see Section 2.9), DBE Goal (see Sections 2.10 and 3.4.8), Workforce Hiring Goals (see Sections 2.11 and 3.4.9), and Workforce Apprenticeship/Training Goals (See Section 3.4.10). For your reference, a full copy of the PERC is attached as **Attachment P**.

## **SECTION 3 – PROCESS AND CONTENT OF PROPOSAL**

### **3.1 PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held at the date, time, and location as provided on the Information Summary Sheet.

Proposers are requested to RSVP via e-mail to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) indicating the number of individuals who will attend the pre-proposal conference.

During the pre-proposal conference, attendees may:

- Request clarification of any section of the RFP.
- Ask any other relevant questions relating to the RFP.
- Be provided an opportunity to take a group site visit to the Property

Milwaukee County may provide oral responses to written questions received prior to the optional pre-proposal conference. Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral responses.

Any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the “Receipt of Questions” deadline (date and time provided in the Information Summary Sheet) and posted on the website (web address provided on the Information Summary Sheet) will be considered official. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

### **3.2 PROPOSAL QUESTIONS**

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to:

RFP Contact/Administrator as provided in Information Summary Sheet.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County’s website as identified in the Information Summary Sheet. It is the

responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Milwaukee County Department of Administration – Economic Development Department. The RFP Contact/Administrator assigned to this RFP, along with contact information, is noted in the Information Summary Sheet. The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

### **3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of proposers to check the website for any amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in your response being rejected.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

### **3.4 PROPOSAL SUBMISSION**

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet. Proposals received after the deadline will not be accepted nor will additional time be granted to any proposer.

Proposers must submit one (1) original paper copy with signatures, and seven (7) copies, of the RFP response in sealed envelopes. The Proposer must also include a PDF copy of the proposal on a CD or DVD.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Response To: Acquisition and Development of Block 2E (East of the Milwaukee River)  
Park East, Milwaukee Wisconsin

PROPOSAL RESPONSE, RFP #: 2013 – ED01

DEADLINE DATE: (Date as provided on the Information Summary Sheet)

Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

The proposal shall specifically provide the following.

### **3.4.1 TITLE PAGE AND TRANSMITTAL**

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the agreement to be made with the County, name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 3: Signed Attachments A-E.

### **3.4.2 PURCHASE PRICE**

Request 4: Proposers shall complete and submit Attachment F in a separate sealed envelope.

### **3.4.3 QUALIFICATIONS**

Request 5: For each member of the Proposer's development team, the Proposer shall provide a narrative that identifies the name and entity type each member of the development team (i.e. LLC, LLP, etc.), and the managing member or partner of each. Provide a summary of the expertise, background and experience each development team member possess to complete the proposed development. Describe any comparable development projects completed by the individuals and/or development team.

### **3.4.4 PROJECT DESCRIPTION**

#### **A. NARRATIVE.**

Request 6: Proposers shall provide a project narrative indicating the type and/or mix of the development being proposed. If housing is included as part of the proposed project please indicate what percentage of units, if any, are designated for families that are at income levels of 80% or below the County Median Income. Including any housing, or any affordable housing, is not a requirement of the RFP.

#### **B. PLANS**

Request 7: Proposers shall provide a narrative of the architectural and site plans. The narrative should address the aesthetic design quality of the project and architectural interest/compatibility of the proposed development, including the type and quality of building materials, the extent of landscaping and the extent to which the proposed development enhances the surrounding neighborhood. If available, proposers may also include (a) site plan(s) depicting building areas, open/green spaces, parking, loading, pedestrian and vehicular circulation, site ingress/egress, site landscaping and street-scaping, (b) floor plans, and (c) elevations.

#### **C. PROJECT SCHEDULE**

Request 8: Proposers shall provide an estimated schedule of the proposed development, including but not limited to, the excavation commencement and completion dates and the completion date of the entire project. If the project is going to be phased, a schedule for the phasing should also be included.

### **3.4.5 FINANCIAL FEASIBILITY**

Request 9: Proposers shall provide a narrative of the financial feasibility of the project and supporting documentation, if applicable. Supporting documentation may include letters of interest from lenders or investors on current project, letters of reference from lenders or investors on previous projects, and a market study if available. At a minimum the submittal should include (a) sources and uses statement (i.e. financing sources and development costs), and (b) operating proforma with debt service coverage, if applicable. If a financial gap is included as part of the sources, then an explanation of what gap sources will be sought out and the status of each is suggested (i.e. not yet applied, awaiting approval, awarded).

### **3.4.6 ZONING READINESS**

Request 10: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Milwaukee

Redevelopment Plan, the associated Development Code, and the City of Milwaukee Zoning Ordinance. Specifically, please address whether a zoning amendment is required; and if so indicate whether there is municipal support for such amendment. (e.g. a letter from municipality or local elected representatives in support of the project).

#### **3.4.7 GREEN DESIGN**

Request 11: Proposers shall provide a narrative indicating what green design elements are included in the project. Specifically identify what, if any, energy efficiency and storm water management design elements are included. Please indicate if the project is being designed for a LEED or other green certification.

#### **3.4.8 DBE GOAL AND PLAN**

Request 12: Proposer shall provide a narrative of experience meeting DBE Goals or similar goals in the past, proposer's past willingness and experience in exceeding minimum goals, and proposer's plan to at least meet the Minimum DBE Goal and Minimum Good Faith Effort. A third party contractor to complete the monitoring is not a requirement.

#### **3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN**

Request 13: Proposer shall provide a narrative of its residential hiring goal for Milwaukee County residents and strategy for implementation, if any. The narrative should specifically address what the goal is for construction costs (no minimum) and professional services (no minimum) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet residential hiring goals or similar goals on previous projects.

#### **3.4.10 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN**

Request 14: Proposer shall provide a narrative of its apprenticeship and training goals and strategy for implementation, if any. The narrative should specifically address what the goal is for construction costs (no minimum) and professional services (no minimum) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet apprenticeship and training goals or similar goals on previous projects.

### **3.4.11 PROJECTED TAX BASE**

Request 15: Proposers shall provide a projection of the assessed value created by the proposed project for property tax purposes. The projection shall include a narrative of why the projection is reasonable.

### **3.4.12 PROJECTED JOBS CREATED**

Request 16: Proposers shall provide a projection of the number of expected construction jobs and permanent jobs, whether they are full or part-time jobs and the respective wages and benefits of each. The projection shall include a narrative of why the projection is reasonable.

## **3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION**

Request 17: Enclosed is a draft of the proposed Development Agreement and Option (see **Attachments N and P**). All proposers shall review the draft agreements and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the draft agreements identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.

## SECTION 4 - CRITERIA FOR EVALUATION

### 4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by the Economic Development Director of Milwaukee County to evaluate all responsive proposals and to make a recommendation.

Oral presentations may be requested by the Economic Development Director of Milwaukee County. If oral presentations are requested, bidders will be notified of when the presentations are to take place and what information should be provided.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer and Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

### 4.2 EVALUATION CRITERIA

The Committee shall conduct its evaluation of the merit of the proposals submitted. The process involves applying the evaluation criteria to assess the buyer/developer.

The criteria that will be used by the Committee for the evaluation of the proposals for this RFP are listed below.

Purchase Price 0 – 50 points

*All proposals will receive a score relative to the best purchase price offered by all other responders.*

Qualifications and Experience 0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the qualifications and experience of other responders. Criteria to be considered include, but not limited to, experience in developing, financing or managing a project of similar scale.*

<p><b>Project Description &amp; Design</b></p> <p><i>All proposals will receive a score, as determined by the Committee, relative to the description and design of other responders. Criteria to be considered include, but are not limited to, the quality of materials proposed and aesthetic design.</i></p>	<p>0 – 50 points</p>
<p><b>Financial Feasibility</b></p> <p><i>All proposals will receive a score, as determined by the Committee, relative to the financial feasibility of other responders. Criteria to be considered include, but are not limited to, the responders experience in obtaining similar financing/investment, any existing financing commitments, the amount of any financing gap, the reasonableness of financing assumptions (i.e. loan and investment terms), reasonableness of market demand, construction and operating assumptions.</i></p>	<p>0 – 50 points</p>
<p><b>Zoning Readiness</b></p> <p><i>All proposals will receive a score, as determined by the Committee, relative to the zoning readiness of other responders. Criteria to be considered include, but are not limited to, whether the proposal meets existing zoning standards, or whether any expected zoning change has municipal support.</i></p>	<p>0 – 25 points</p>
<p><b>Green Design</b></p> <p><i>All proposals will receive a score, as determined by the Committee, relative to the green design of other responders. Criteria to be considered include, but are not limited to, the responder’s experience in implementing green design in previous projects, and the proposals treatment of energy efficiency, storm water and other expected LEED certifications, if any.</i></p>	<p>0 – 25 points</p>
<p><b>DBE Experience</b></p> <p><i>All proposals will receive a score, as determined by the Committee, relative to the DBE Experience of other responders. Criteria to be considered include, but are not limited to, the responder’s experience in implementing DBE or similar goals in the past, and the responder’s willingness and experience in exceeding DBE or similar goals in the past.</i></p>	<p>0 – 25 points</p>
<p><b>Workforce: Residential Hiring Goal &amp; Plan</b></p>	<p>0 – 25 points</p>

*All proposals will receive a score, as determined by the Committee, relative to the Residential Hiring Goal & Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.*

Workforce: Apprenticeship and Training Goal & Plan 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the Apprenticeship & Training Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.*

Projected Tax Base 0 – 25 points

*Any tax exempt proposal will receive zero points. All other proposals will receive a score, as determined by the Committee, relative to the projected tax base by other responders. Criteria to be considered include, but are not limited to, the amount of tax base created, the clarity and reasonableness of the projection.*

Projected Jobs Created 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the projected jobs created by other responders. Criteria to be considered include, but are not limited to, the amount of jobs projected, the clarity and reasonableness of the projection, percentage of full time vs. part time jobs, and the associated wages and benefits of each.*

Total Points Available 375 points

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer’s proposal without further discussion.

Should, however, Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting “Best and Final” offers.

### **4.3 DETERMINATION**

Following evaluation, the Committee will make a recommendation to the Economic Development Director of Milwaukee County of the proposer whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the highest.

### **4.4 AWARD PROCESS**

If a Successful Proposer is identified, an Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the Successful Proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract (“Negotiated Award”).

In the event that a Negotiated Award cannot be made with the initial Successful Proposer, Milwaukee County reserves the right to proceed with contract negotiations with any other responder to the initial request for proposal (“Secondary Negotiated Award”).

In the event that within 30 days after the close of the RFP, Milwaukee County is not able to make a Negotiated Award or a Secondary Negotiated Award, then Milwaukee County may proceed with contract negotiations with any party, regardless of whether such party responded to the initial RFP (“Open RFP Award”).

Prior to agreement issuance of a Negotiated Award, Secondary Negotiated Award, or Open RFP Award, the Director of Economic Development shall make a recommendation of award of the agreement to the County Executive and the County Board of Supervisors subject to their approval. An agreement will only be executed following final approval by the County Board of Supervisors and County Executive of the recommendation to award the contract.

## **SECTION 5 - PROPOSAL TERMS AND CONDITIONS**

### **5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Successful Proposer shall maintain their availability to close this transaction through December 31, 2013. Successful Proposer is expected to perform planning and implementation activities prior to closing. Milwaukee County will not reimburse for these costs.

### **5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

### **5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS**

Successful Proposer will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

Successful Proposer will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance.

### **5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS**

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

## **5.5 DISCLOSURE OF RFP INFORMATION**

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the RFP process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment G – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for

confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

## **5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

## **5.7 INCURRED EXPENSES**

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

## **5.8 PROTEST AND APPEALS PROCEDURES**

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, (Available at [http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County)).

## **5.9 CODE OF ETHICS**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

## **5.10 FEDERAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations.

**ATTACHMENT A – CONFLICT OF INTEREST STIPULATION  
(Sign and Submit with Proposal)**

**MILWAUKEE COUNTY**

***REQUEST FOR PROPOSAL*  
FOR Acquisition and Development of Block 2E**

**(East of the Milwaukee River), Park East, Milwaukee Wisconsin**

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MILWAUKEE COUNTY, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME \_\_\_\_\_

COUNTY POSITION  
\_\_\_\_\_

BUSINESS RELATIONSHIP  
\_\_\_\_\_

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME  
\_\_\_\_\_

AUTHORIZED SIGNATOR

---

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT B – SWORN STATEMENT OF BIDDER  
(Sign and Submit with Proposal)**

**MILWAUKEE COUNTY**

***REQUEST FOR PROPOSAL***  
**FOR Acquisition and Development of Block 2E**

**(East of the Milwaukee River), Park East, Milwaukee Wisconsin**

**SWORN STATEMENT OF BIDDER**

I, being first duly sworn at \_\_\_\_\_,

City, State

On oath, depose and say I am the \_\_\_\_\_

Official Title

Of the Bidder, \_\_\_\_\_,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.

- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

---

Signature

---

Legal Address

**Subscribed and sworn to before me**

**This** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_

**Notary Public,** \_\_\_\_\_ **County**

**State of** \_\_\_\_\_

**My commission expires** \_\_\_\_\_.

**ATTACHMENT C – COVER SHEET FOR MAIN PROPOSAL  
(Sign and Submit Proposal)**

**COVER SHEET FOR THE MAIN PROPOSAL**

RFP Title: Acquisition and Development of Block 2E (East of the Milwaukee River), Park East, Milwaukee Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administration – Economic Development

RFP Issue Date: May 24, 2013

RFP Number: #2013 – ED01

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to this RFP.

---

Vendor's Name

---

Title

---

Signature

---

Date

**ATTACHMENT D – CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER VIOLATIONS  
(Sign and Submit with Proposal)**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

*DEBARMENT AND SUSPENSION*

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

*OTHER VIOLATIONS*

Except as listed below, the applicant further certifies to the best of its knowledge and belief, that its' principals, owners, shareholders and member partners: (1) do not have outstanding delinquent real estate or personal property taxes due to any municipality in Milwaukee County, (2) do not have any building or health code violations in Milwaukee County that are not being actively abated, (3) have not been convicted of violating an order of any municipality within Milwaukee County related to building maintenance, (4) have not been convicted of a felony crime that affects property or neighborhood stability or safety, and (5) do not have any outstanding judgments to Milwaukee County nor any other municipality within Milwaukee county.

Exceptions to Other Violations (if any):

---

---

---

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

# ATTACHMENT E – PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Proposal)

## PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY’S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature

Authorized Representative \_\_\_\_\_

Type or Print

Date \_\_\_\_\_

**ATTACHMENT F – PURCHASE PRICE OFFER FORM  
(Sign and Submit with Proposal)**

**PURCHASE PRICE OFFER FORM**

RFP Title: Acquisition and Development of Block 2E (East of the Milwaukee River), Park East, Milwaukee Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administration – Economic Development

RFP Issue Date: May 24, 2013

RFP Number: #2013 – ED01

Purchase Price Offered: \_\_\_\_\_

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature

Authorized Representative \_\_\_\_\_

Type or Print

Date \_\_\_\_\_

Please complete and submit in a separate sealed envelope marked “Attachment F – Purchase Price Offer”

## **ATTACHMENT G – Property Description**

That portion of land located in Milwaukee, Wisconsin described as follows:

FRACTIONAL WEST 1/2 OF SW 1/4 SEC 21-7-22 OR GAMMON FLOAT BLOCK 124  
LOTS 1 - 12 INCL EXC STREETS AND THAT PT OF LOT 2 BLOCK 122 S OF E LYON ST  
ADJ AND PART OF VAC (N BROADWAY, N MILWAUKEE ST,& E LYON ST) ADJ TID #  
48

Tax parcel: 3921819110

# **Attachment H – Map**

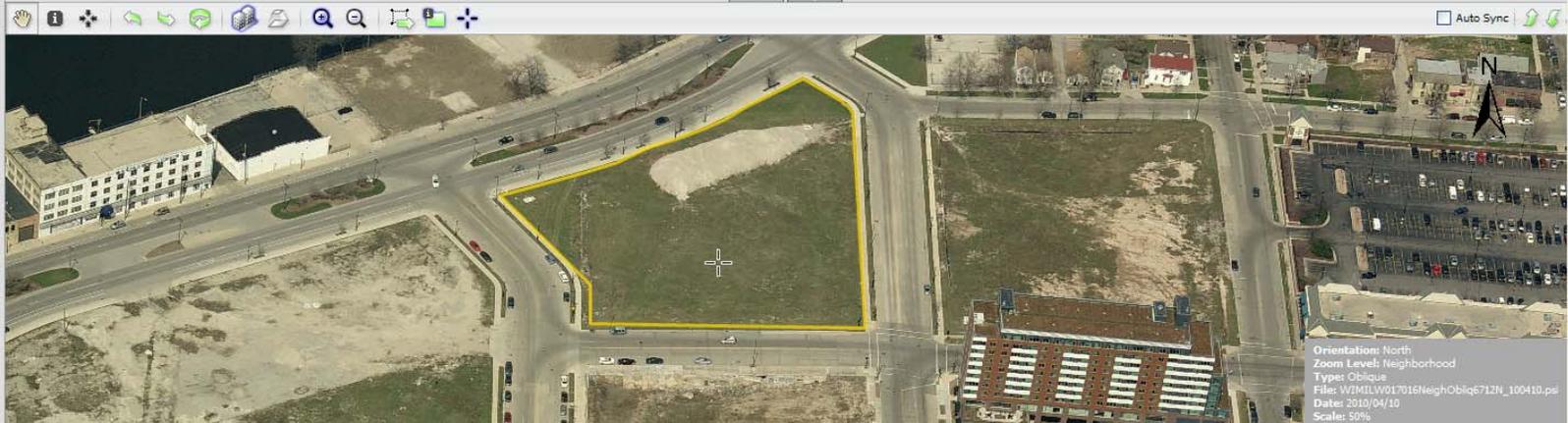
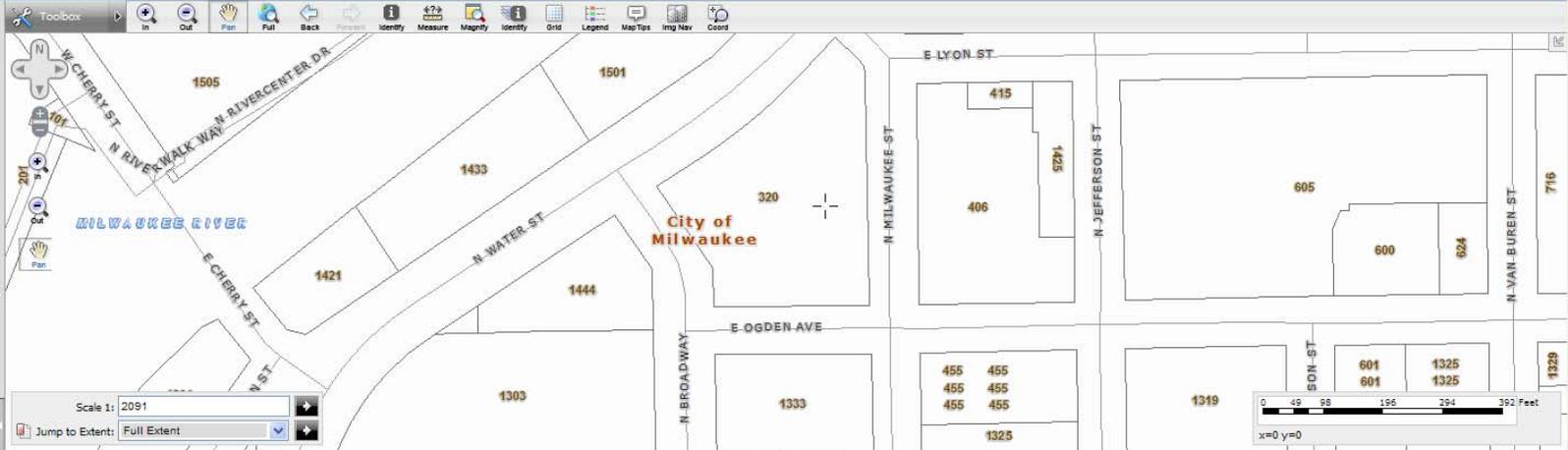


- Layer List
- DOCUMENT LINKS
  - ADMINISTRATIVE
  - CADASTRAL
  - TOPOGRAPHIC
  - REGULATORY
  - AERIAL PHOTOS
  - MAP LAYERS
  - LIDAR

Manage Layers Show Legend

Selection

No features are currently selected. You can select features from one or more layers using the selection tools.



# **Attachment I – Development Code (excerpt)**



For adaptive reuse of existing buildings, the Built-to-Line is the existing building facade.

For Type A and B Streets (For street types, see *Street Activation Map, Appendix C*) building facades must occupy at least 90% of the street frontage at the Built-to-Line at the street level and at least 60% of the street frontage at the Built-to-Line for upper stories. On Type C Streets, building facades must occupy at least 75% of the street frontage at the Built-to-Line at the street level.

Building construction can vary from the Built-to-Line to accommodate facade articulation including: arcades, entrances, balconies, and reveals.

Special design conditions on specified blocks may require a 10-foot facade setback after 3 stories (See *Block Development Standards, pages 12-81*).

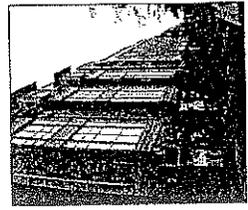
Within the McKinley and Lower Water Street Districts, the Seaback Area must be paved (asphalt is prohibited) to create a wider walk area. In the Upper Water Street District, the Seaback Area can be either paved (asphalt prohibited) or landscaped. In all three Districts, the Seaback Area can include elements such as the following: stairs, ramps, terraces, awnings, signs, bay windows, balconies, roof overhangs, lighting, below grade vaults, foundations and footings. Further protrusions from the building that extend into the public ROW are called encroachments and are allowed up to the dimensions specified in Chapter 245 of the Milwaukee Code of Ordinance or could be allowed if a special privilege is granted.

(See *Block Development Standards, pages 12-81*)

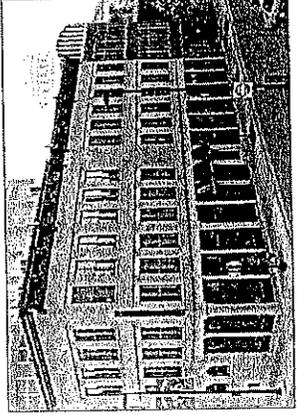
#### 4. BUILDING COMPOSITION

##### 4.1 Building Base (Ground Floor)

Buildings should be composed to define a base, middle and top.



Composition: Base, Middle and Top



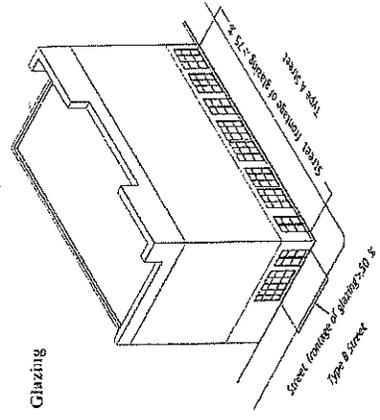
4.1.1 Glazing

Street level facades shall include visual features and design details that enrich the pedestrian experience. While

visual interaction with all stories of the building is encouraged, visual interaction by means of clear, non-tinted windows (glazing) is required along the street frontage of a building. The amount and type of ground floor windows is as follows:

- The area where clear, non-tinted glazing must occur is between 2 feet above grade to at least 8 feet above grade. Lower glazing (such as glazing extending to the floor) and/or higher-level glazing (such as terraces and clerestories) are encouraged. For residential buildings, ground floors should be raised a half level and the area where clear, nontinted glazing must occur is between 3 feet above the ground floor to at least 8 feet above the ground floor. Glazing is measured along the street frontage of a building.
- In order for the glazing to be considered "clear", it should not be tinted, not be reflective, and have a visual transmittance factor of at least 65%. This ratio

#### Glazing



ing refers to the amount of light that is able to pass through the glass. This rating will typically allow for the required clear window to be double insulated glass with a low-e coating. Selecting a low-e coating with low reflectivity is also required. (A glass sample may be needed to be submitted when low-e coatings are proposed.)

The clear glazing zone is measured along the street frontage of the building and does not include service entries. Glazing requirements vary by street type as follows:

- Type A Streets: 75% of the street frontage (50% for residential)
- Type B Streets: 50% of the street frontage
- Type C Streets: No requirement

#### 4.1.2 Street Activation

Where required glazing is provided along the ground floor, the area behind the glazing must be Street Activating Uses for a minimum of 12 feet in depth.

Street Activating Uses are those open to the public including shops, restaurants, lobbies, and other service activities that move goods and people in and out of the building. Street Activating Uses can also include areas that are not open to the public yet still activate the street. Street Activating Uses do not include parking stalls.

For Residential Uses, the following Street Activating Uses are permitted:

upper story uses. Dominant corner entrances that maintain the Built-to-Line are desirable on corner sites.

Service entries include truck docks, fire exit doors, areas for waste disposal, and areas for deliveries. Service entries should be located along alleys and are not permitted along street frontages unless no other access is available. Fully enclosed service entries are permitted along street frontages unless otherwise noted in the Block Development Standards. The paving along the sidewalk must be at the same typical height as the adjacent sidewalks to create a level, non-interrupted path for pedestrians.

Fire exit doors and service doors that must be along the street frontage should be designed to be consistent with other ground floor facade elements.

Vehicle parking entries, curb cuts, and driveways are permitted except as noted in the Block Development Standards. Curb cuts and driveways for vehicle parking entries shall not exceed 20 feet in width. Not more than 3 lanes total should enter/exist at any single location. Where the vehicle entry driveway crosses the sidewalk, the paving along the sidewalk must remain at the same typical height as the adjacent sidewalks to create a level, non-interrupted path for pedestrians.

Gates/doors for possible nighttime closure must be recessed 4 feet from the building facade.

Card readers or ticket booths shall be properly placed so that a vehicle entering will not protrude into the public Right-of-Way when stopped.

not accessible to the public such as offices, storage rooms, coat checks rooms, only occasionally used ballrooms and large meeting rooms, parking areas, employee lockers areas, mechanical room, and other generally non-active spaces.

For Institutional Uses, the following Street Activating Uses are permitted:

For schools, areas with the highest and most frequent use, such as central circulation areas, libraries, student lounges, and similar areas are appropriate.

Areas such as infrequently used classrooms, laboratories, and faculty offices are inappropriate.

For Structured Parking Uses, the following Street Activating Uses are permitted:

Lobby areas or attended parking offices and vehicle access points are appropriate. Areas devoted to actual parking or circulation beyond access points are inappropriate.

Note: Industrial/Storage/Utility Uses are generally prohibited (See Use Table, Appendix A); if allowed, these uses are prohibited from locating along the street frontage. In cases where other factors necessitate utility or mechanical uses on the street level, they should be located as far from the street as possible.

4.1.3. Entries

Pedestrian entries should be provided for each distinct ground floor use (or tenant) along the street frontage. Shared ground floor entrance lobbies are permitted for

which may have the need for privacy and closet blinds are not appropriate along street frontages at street level.

Examples of inappropriate areas would include parking areas, supply rooms, mechanical room, and other generally non-active spaces.

For Retail/Service Uses, the following Street Activating Uses are permitted:

Merchandise display and sales floor areas, register areas, vestibules, and other staff areas are appropriate.

Examples of inappropriate areas would include areas not-accessible to the public such as offices, storage rooms, parking areas, employee lockers areas, mechanical room, and other generally non-active spaces.

For Entertainment/Accommodation Uses, the following Street Activating Uses are permitted:

In taverns and restaurants, customer seating and waiting areas, circulation areas, and other areas which could accommodate windows are appropriate.

Examples of inappropriate areas would include coat check, storage areas, and bar backs (unless designed with open transparency).

For hotels, Large Venue Buildings and other places of accommodation, lobbies, customer service areas, restaurants and bar areas, coffee shops, gift shops, and often used gathering and meeting breakout areas are appropriate.

Examples of inappropriate areas would include areas

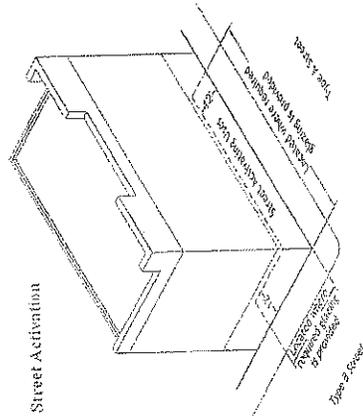
In all types of residential buildings, foyers and entry areas, main living spaces, dens, home offices, and live-work spaces are appropriate.

Where a multi-family use is present in the entire building, uses may also include vestibules, lobbies, mailbox areas, exercise rooms, regularly used activity rooms, leasing offices and similar types of spaces.

Examples of inappropriate areas would include parking areas, storage lockers, mechanical room, and other generally non-active spaces.

For Office Uses, the following Street Activating Uses are permitted:

Reception areas, waiting rooms, lobbies, teller areas, frequently used meeting rooms, break rooms, cafeterias and other similar areas are appropriate. Individual offices

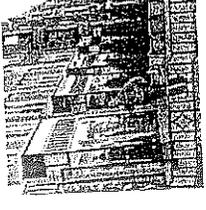
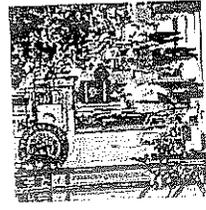


4.1.4. Materials

Enrichment of the pedestrian realm requires building base materials to be of high quality, such as stone, brick, metal panel systems, and other durable materials. Materials such as EIFS should not be used on the building base, and utility grade materials such as split face block are only allowed on rear, interior lot lines and alley frontages.

4.1.5. Detailing Enrichments

Detailing of the base of buildings should be used to enhance the human scale qualities of the building. On all types of buildings, the building base should be distinctly noticeable from the middle portion of the building. Cornices, friezes, hoods, canopies or other expressive elements should demark the separation of these portions of the buildings.



Materials and Detailing

Awnings and light shelves are also encouraged to help create a more human scale to the building.

The base of commercial and other buildings should have additional expressive elements that enhance the building's relation to human scale. A change in material or detailing for the base can often achieve this goal.

Lighting that illuminates the exterior of a building and highlights its design features is encouraged.

4.2 Building Middle and Top (Upper Stories and Rooftop)

4.2.1 Building Articulation

"Flat" facades should be avoided. When dissimilar materials of the exterior cladding meet, a distinct variation in surface plane must be present. For example, when a brick clad section meets up with a glass curtain wall, a variation in plane is generally needed to avoid the facade appearing too flat.

When horizontal changes in materials are desired, different materials should generally meet only at a change of plane, particularly at an inside corner. This gives the material a sense of thickness and a perception of permanence and quality. Different materials should never meet at an outside corner as this reveals the thinness of the material.

When adjacent vertical changes in materials are desired, different materials should typically meet with the upper material overlapping the lower material, sealed by an ornamental trim detail.

The window mullions in a curtain wall should be expressive and create depth and scale to the facade.

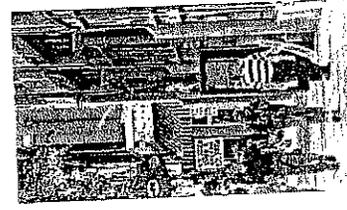
4.2.2 Detailing and Enrichments

For Residential Uses, balconies, French windows, bay windows or similar features are encouraged on all units above the building base to further activate the street and give the upper facade articulation and interest.

For Commercial Uses and other buildings with curtain wall facade, additional expressive elements are encouraged above the building base.

For Large Venue Buildings, wall areas above the building base should be articulated. Flat, windowless walls should be avoided.

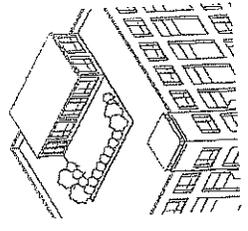
Lighting that illuminates the exterior of a building and highlights its design features is encouraged.



Structured parking garage facades above the building base should be fully enclosed along street frontages. Open parking garage walls to alleys and locations where the wall are less visible from public streets are allowed.

Where parking structure facades are open for ventilation purposes, they should not have long, horizontal openings. The facade should establish a vertical pattern or create gridded or punched window-type openings in order for the structured garage facade to maintain a sense of scale and vertical proportion.

Roof gardens are permitted and encouraged. Occupied penthouses are permitted and encouraged. Occupied penthouses are permitted and do not count as an additional story if the penthouse occupies less than one-half of the roof area. Roof forms and elements that serve as visual landmarks as special features and architectural lighting of roof top elements are encouraged.

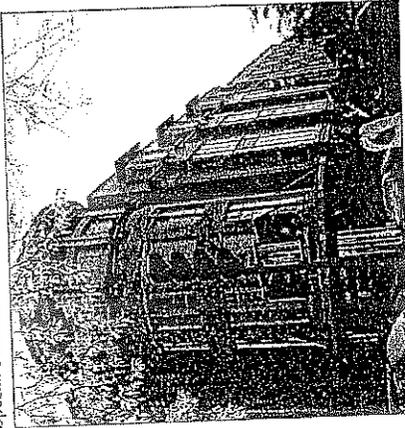


Mechanical equipment should be screened and mechanical penthouses should be clad with material consistent with the overall design of the facades.

### 5. SPECIAL FEATURES

Because of their prominent locations, several sites require special features such as unique forms, shapes, or facade elements that can be seen from a distance in order to terminate a vista or define the entrance into the McKinley Avenue District. These may be related to signage, required floor setbacks, distinct corner articulation, variations in building materials, etc. (See *Block Development Standards, pages 12-87*). Within the allowable dimensions for Special Features, the maximum building height restriction may be exceeded by one story for penthouse conditions or double story height interiors.

Special Features



### 6. SITE FEATURES

Outdoor areas, such as cafés, beer gardens and plazas should be constructed with materials consistent with those along the ground floor facade. Material such as poured in place concrete, stone, and masonry elements should be used. Wood railings, wood skirting and wood-decking should be avoided.

Retaining and garden walls should be constructed of poured in place concrete, or stone and brick masonry. Wood retaining walls and dry-stack block systems should be avoided.

Fencing should be decorative metal, masonry or other high quality materials. Chain link fencing should be avoided.

Site lighting should be controlled to prevent glare from the light source onto adjacent properties of the public Right-of-Way.

Existing Accessory Surface Parking Lots, which do not comply with the Zoning landscape requirements, should be upgraded to meet the Zoning Code if the parking lot requires a new occupancy permit or if modifications are made to the lot by existing occupants.

Riverwalks should be accessible to persons in wheelchairs and must comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq. Riverwalks also should follow *The Milwaukee Riverwalk Guidelines/Milwaukee River Design Guidelines, December 1993*.

### 7. SIGNAGE

Signs and lighting are encouraged to enhance the visual character of the street. This includes neon signs and individual letters affixed to the building or embedded within the facade.

Larger, high quality signs on Juneau Avenue and Lower Water Street are encouraged.

Building signage must comply with the limitations as set forth in the Milwaukee Zoning Code as well as the additional requirements set forth below.

- Building signs must be scaled to fit the area in which it is being replaced.
- Face changes to existing signs which are not compliant with the Zoning Code are not allowed.

Box-type wall signs (Type B wall signs) are not allowed unless they meet the area limits allowed by the Zoning Code, are incorporated into the building design and relief patterns of structural bays, and the message cover is reverse copy, cut out letters.

For further clarity on the definitions and rules of measurement, see applicable sections of the Zoning Code.

### UPPER WATER STREET DISTRICT

The Development Code converts the planning concepts in the Master Plan into rules governing the buildings, streets, and public places in the redevelopment area.

#### Building Height Range, Landmarks, and Special Features

In order to facilitate the economies of scale needed by smaller, residentially-oriented uses and, at the same time, ensure a minimum level of development on each Block, most of the building heights have been set at a minimum of 3 stories. Taller buildings are allowed along the riverfront with a maximum of 12 stories. However, along the southeast of Water Street, the maximum height is kept to 8 stories to increase the compatibility with the scale and character of the other buildings along Water Street south of the redevelopment area. Around the public green space of Block 18, higher minimum heights are required to take advantage of the values created by that space and ensure an effective degree of enclosure.

One location in this District (the south corner of Block 27) has been designated as a Landmark Building. The form of this building should serve as a gateway for people entering this District and the downtown along Water Street. The building height requirements, both the minimum and the maximum, are substantially taller.

- Block 22 requires a Special Feature around the Y-shaped intersection of Lyon and Milwaukee to serve as a termination of the vistas on Lyon and Milwaukee Streets. The intersection of Broadway and Water Streets should also form a termination of the vista along Broadway.

- Block 25 (along with Blocks 22 and 26) requires a Special Feature around the Y-shaped intersection of Lyon and Milwaukee Streets. This Special Feature should serve as a termination of the vistas on Lyon and Milwaukee Streets.

- Block 26 (along with Blocks 22 and 25) requires a Special Feature around the Y-shaped intersection of Lyon and Milwaukee Streets. This Special Feature should serve as a termination of the vistas on Lyon and Milwaukee Streets.

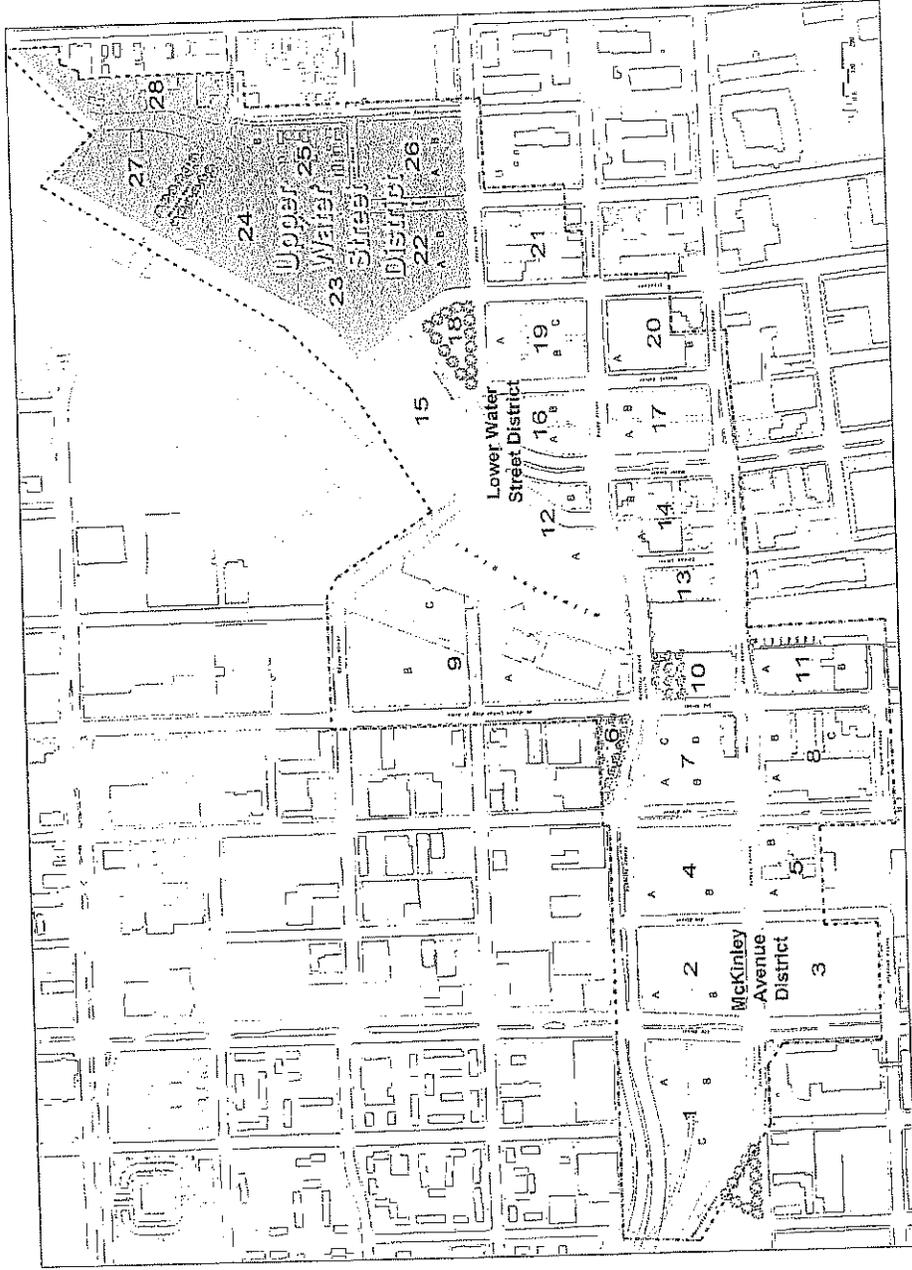
- The southeast corner of block 27 is an allowable Landmark Building site. This Landmark Building is intended to highlight the prominent site location at the entrance to downtown via Water Street.

#### Street Activation - Social and Economic Activity

As a primarily residential district, streets in this area should have a moderate level of activity. Two of the streets linking Water Street to the Riverwalk have lower traffic and lower potential for social activity. These side streets should provide service access for new housing.

Although it is only required at a moderate level, activity along the Riverwalk is especially important to maintain. As development evolves, higher degrees of street activation should be considered along the Riverwalk as well as the portion of Pleasant Street leading from the bridge to Water Street.

Block Development Standards - Upper Water Street District



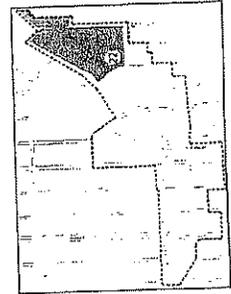
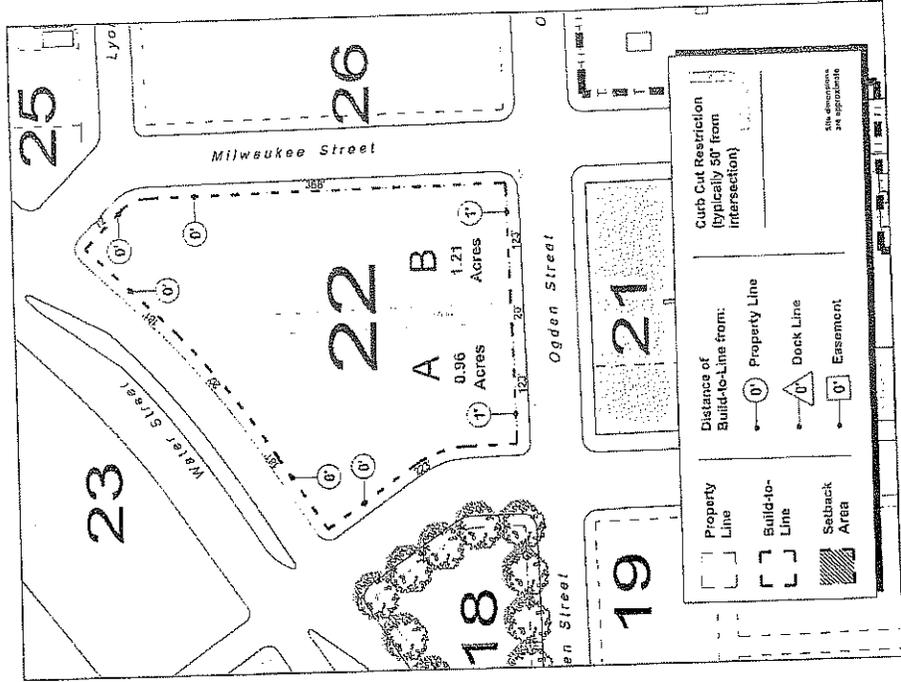
**Building Form and Build-To Lines**

All Blocks in this area can use building forms consisting of Slab and/or Core Buildings. Rowhouses are also considered compatible with the character and function of the buildings intended for this District or the immediate context (with the exception of the portion of Block 22 facing the new park) and therefore can be used. No Blocks allow Large Venue Buildings.

To maintain the character of the public places and streets, all Blocks have established Build-to Lines. In one case (Blocks 27), there is street frontage with unusual geometries that allowed alternative Build-to Lines.

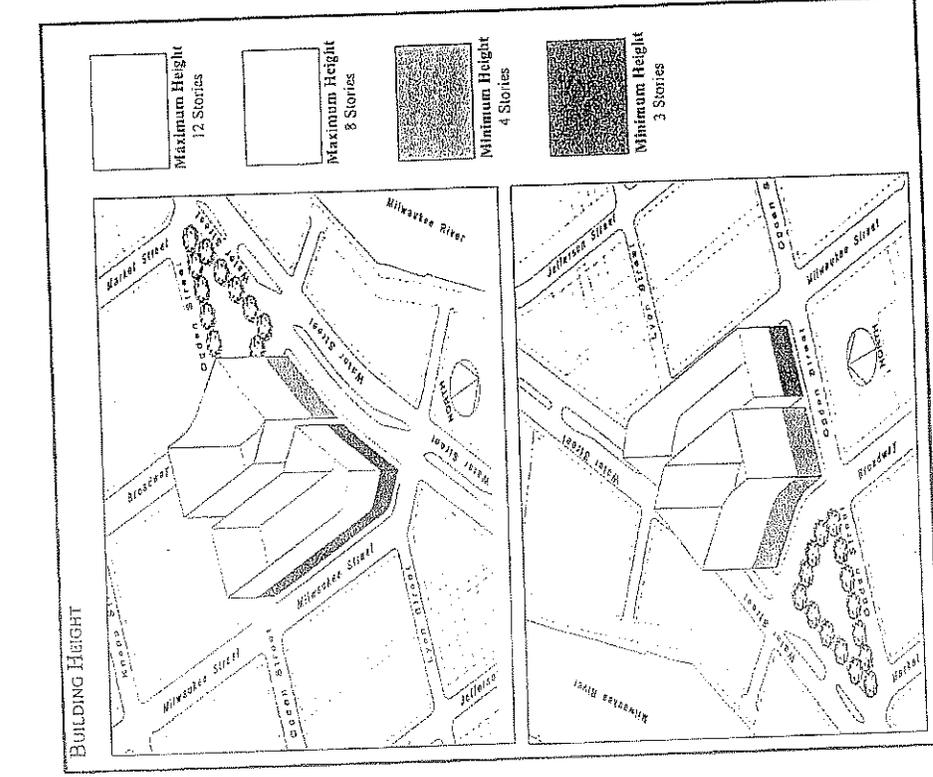
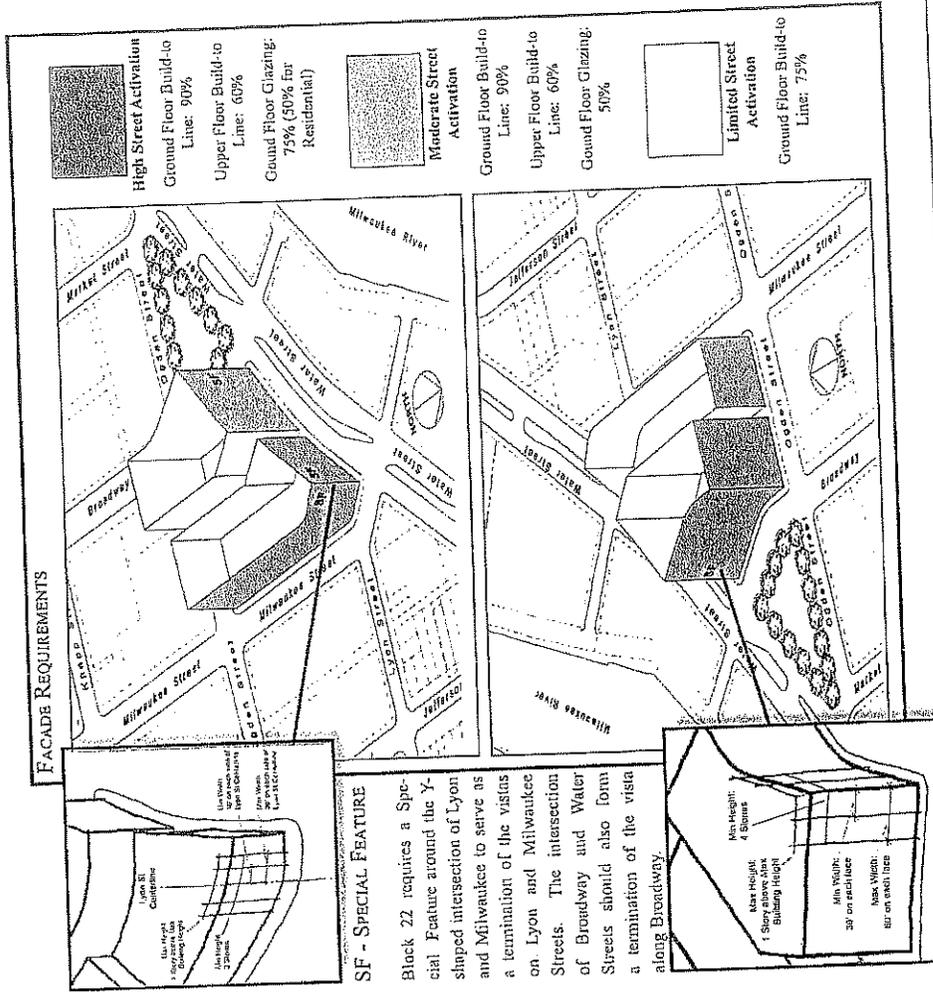
Block Development Standards - Block 22 (indicated as Block 2 on the Park East Development Plat)

Block 22	
A	B
0.85 acres Surface parking and public r.o.w.	1.21 acres Surface parking and public r.o.w.
See Use Table on page 82 CSB(A) CSB(A)	See Use Table on page 82 CSB(A) CSB(A)
No known utility issues.	
Prior lots of parcels within the block include lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.	



- Parcel
- Allowable Buildings
- Form Combinations (I, II, III)
- Slab and Core: II, Types in I
- + Large Venue: III; Types in I + Rowhouses
- Approximate Acreage
- Current Use
- Allowed Use
- Existing Zoning
- Recommended Zoning
- Known Utilities
- Known Environmental Conditions

Block Development Standards - Block 22



# **Attachment J – Lead, PAH, and Groundwater Maps**



**LEGEND**

- 2001
- 2003
- GP-1
- MW-149-1

4.840

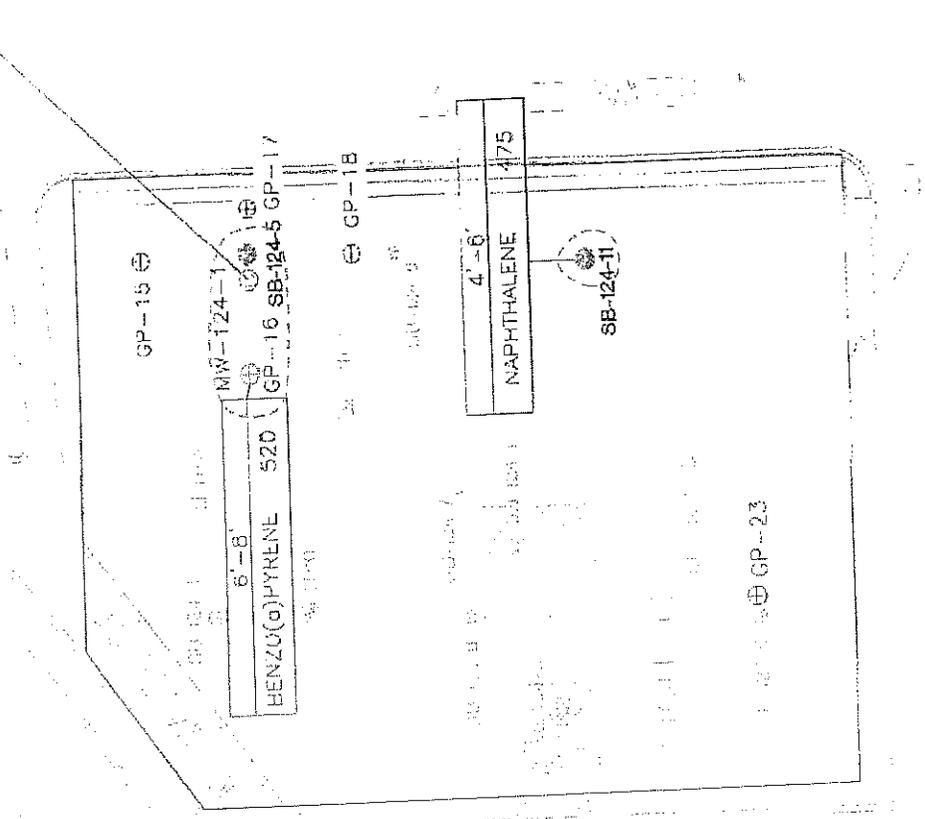


**NOTES**

1. BASE MAP FROM 2001. PHASE II REPORT FOR REDEVELOPMENT AREAS BY HWIB, AND FROM WISDOT CONSTRUCTION DRAWINGS FOR PARK EAST FREEWAY.
2. BOLD RED SOIL BORING LOCATIONS INDICATE THAT AT LEAST ONE PAH COMPOUND WAS DETECTED ABOVE THE RCL IN AT LEAST ONE SOIL SAMPLE COLLECTED FROM THIS LOCATION.
3. NONE OF THE RCL EXCEEDANCES WERE DETECTED IN THE UPPER 4 FEET OF SOILS, AND NONE APPEAR TO HAVE CONTAMINATED GROUNDWATER.

2001 - PAH RCL EXCEEDANCES FROM 6'-0" FOR:  
 2-METHYLNAPHTHALENE,  
 ACENAPHTHENE, BENZO(a)ANTHRACENE,  
 BENZO(a)PYRENE, BENZO(b)FLUORANTHENE,  
 BENZO(k)FLUORANTHENE,  
 DIBENZO(a,h)ANTHRACENE, INDENOC(1,2,3-cd)PYRENE,  
 NAPHTHALENE, PHENANTHRENE

2003 - PAH RCL EXCEEDANCE FROM 6'-8" FOR:  
 BENZO(a)ANTHRACENE



**PAH CONCENTRATIONS IN SOIL >RCLs**  
 FORMER PARK EAST FREEWAY  
 REDEVELOPMENT AREA 3  
 MILWAUKEE, WISCONSIN

**Parcel 124**

Adapted from the following map by  
 Sean Hayes of Milwaukee County 12/9/04



APPROVED BY: KRY  
 DATE: JULY 2004  
 PROJ. # 00-06493.02  
 FILE # 64930204.DWG

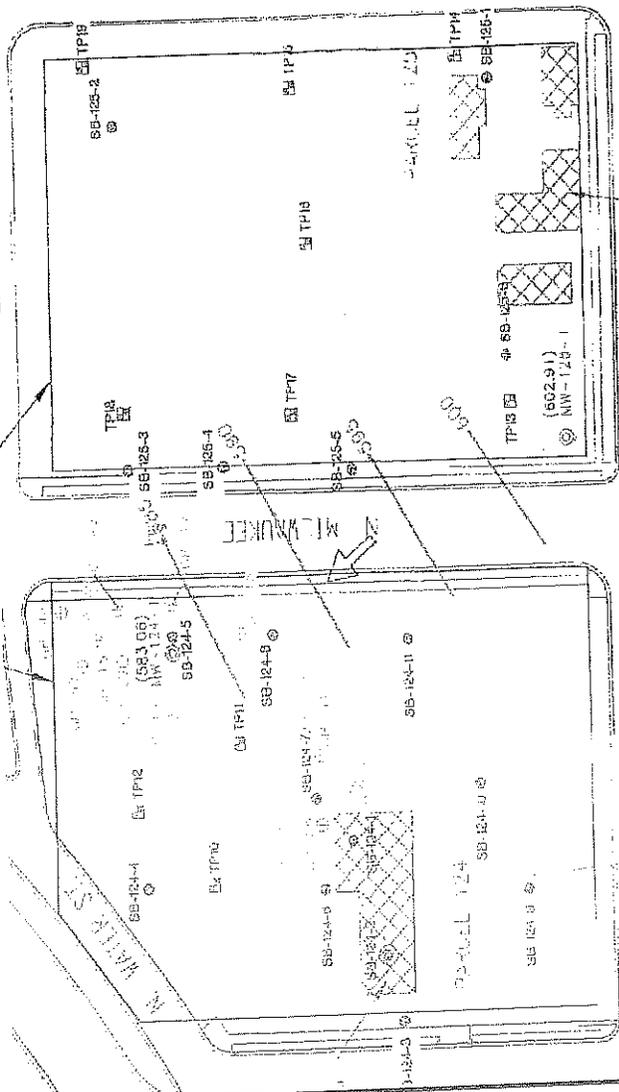
**LEGEND**

- SB-124-4 APPROXIMATE SOIL BORING LOCATION INSTALLED JUN 2001
- MW-124-3 APPROXIMATE TEMPORARY WELL LOCATION INSTALLED JUN 2001
- TPH APPROXIMATE TEST PIT LOCATION ADVANCED JUN 2003
- SB-124-5 APPROXIMATE SOIL BORING LOCATION INSTALLED NOV 2003, APR 2004, OR JUN 2004
- MW-124-1 APPROXIMATE MONITORING WELL LOCATION INSTALLED NOV 2003
- (579.63) GROUNDWATER ELEVATION IN MONITORING WELL ON 3/31/04
- INTERPOLATED GROUND WATER ELEVATION CONTOUR
- INTERPOLATED GROUND WATER FLOW DIRECTION



**NOTES**

1. BASE MAP FROM 2001 PHASE II REPORT FOR REDEVELOPMENT AREAS PARCELS AND FROM WISDOT CONSTRUCTION DRAWINGS FOR PARK EAST FREEWAY.
2. NO METALS OR VOCs HAVE BEEN DETECTED IN GROUNDWATER COLLECTED FROM MW-124-1 & MW-124-2 FROM THE RESPECTIVE NATAO PREVENTION ACTION LIMITS.



GROUNDWATER CONTOUR MAP  
FORMER PARK EAST FREEWAY  
REDEVELOPMENT AREA 3  
MILWAUKEE, WISCONSIN

**Parcels 124 and 125**

Adapted from the following map by  
Sean Hayes of Milwaukee County 12/9/04

	DRN. BY: NHS
	APPROVED BY: KWK
	DATE: JULY 2004
	PROJ. # 00-06493.02
FILE # 64930205.DWG	

# **Attachment K – Phase II Environmental Site Assessment**

EXHIBIT "C-1"



# **Supplemental Phase II Environmental Site Investigation Report**

**Redevelopment Area 3  
Former Park East Freeway**

**September 2004**

## Parcel 124

(BLOCK 2)

(also indicated as Block 22  
of the City of Milwaukee Park  
East Redevelopment Plan)



DEPARTMENT OF PUBLIC WORKS

# *Milwaukee County*

To Reader,

Please note that this is a condensed synopsis of a larger report. For in-depth information on this parcel, review the Phase II reports by HNTB and RMT. These reports are available at Milwaukee County, Environmental Services through Gertie Payne at (414) 278-4874 or the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Sean Hayes".

Sean Hayes, EIT  
Environmental Engineer  
(414) 278-4891

# Executive Summary

---

The Park East Freeway, an approximate 1-mile long elevated freeway spur just north of downtown Milwaukee, Wisconsin, was recently demolished and is being replaced with an at-grade boulevard. Replacing the elevated freeway with the at-grade boulevard has freed up certain areas for redevelopment. A Phase II Environmental Site Assessment (ESA) was performed in 2001 for one of these areas – Former Park East Freeway Redevelopment Area 3 (Area 3), which is bounded by North Broadway Street, North Water Street, East Lyon Street, North Jefferson Street and East Ogden Street in the City of Milwaukee, Wisconsin. The Phase II ESA performed indicated the presence of primarily total lead, polynuclear aromatic hydrocarbons (PAHs); and volatile organic compound (VOC) concentrations in soil.

Milwaukee County received a Site Assessment Grant (SAG) and hired RMT, Inc. (RMT) to complete the site investigation for Area 3 using the information collected during the Phase II ESA as appropriate.

RMT conducted additional investigation between November 2003 and June 2004. A total of 32 soil probes, two hollow-stem auger soil borings, ten test pits, one temporary well and two NR 141 groundwater monitoring wells have been installed in Area 3 during the 2001, 2003, and 2004 investigations.

Based on the investigative activities conducted to date for Area 3: total lead concentrations exceeding the 250 mg/kg cleanup level for Area 3 has been detected within the upper four feet of soils in two locations; PAH concentrations have been detected above the calculated site-specific RCLs in two locations; and VOC concentrations have been detected above the NR 720 generic RCLs in two locations. The area of total lead and PAH RCL exceedances in soils at Area 3 total approximately 2,500 cubic yards, although the PAH concentrations detected above the site specific calculated RCLs do not appear to be a threat to either direct contact or to groundwater. Soils containing VOCs above generic RCLs have already been excavated from the site. Soils at the site consist primarily of 2 to at least 14 feet of various fill materials, primarily clay, gravel and sand fill overlying grayish silt and sand with seashells.

Groundwater samples collected from the one temporary well and two NR 141 groundwater monitoring wells did not indicate the presence of VOCs or metals compounds above the NR 141 Preventive Action Limit. The groundwater table is present between 22 and 29 feet bgs within the native gray silty soils.

# Section 1

## General Information

---

### 1.1 Purpose

On behalf of Milwaukee County (the County), RMT, Inc. (RMT) prepared this Supplemental Phase II Environmental Site Investigation Report for the Former Park East Freeway Redevelopment Area 3 ("Area 3") which is bounded by North Broadway Street, North Water Street, East Lyon Street, North Jefferson Street, and East Ogden Street in the City of Milwaukee, Wisconsin. Area 3 is comprised of Parcels 124 and 125. A Phase II Environmental Site Assessment (ESA) was performed in 2001 for Area 3 by HNTB. The Phase II ESA identified total lead, polynuclear aromatic hydrocarbons (PAH), and slight volatile organic compound (VOC) concentrations in soil and slightly elevated barium, diesel range organics (DRO), and naphthalene concentrations in groundwater.

Supplemental investigation activities were conducted in late 2003 and 2004 to complete the subsurface investigation for Area 3. The results of the supplemental investigation are included in this report. The supplemental investigation activities were performed using Site Assessment Grant (SAG) monies which the County received from the Wisconsin Department of Natural Resources (WDNR).

### 1.2 Involved Parties

Milwaukee County currently owns the properties included in Area 3. The work described herein was performed on behalf of the County. Other parties involved with gathering the information during the supplemental investigation are listed in Appendix A.

### 1.3 Site Location, Layout, and Description

The site is located at the eastern end of the former Park East Freeway and is bounded by North Broadway Street, North Water Street, East Lyon Street, North Jefferson Street, and East Ogden Street in the City of Milwaukee, Wisconsin [southwest quarter of Section 21, Township 7 North, Range 22 East in Milwaukee County (see Figure 1)]. Area 3 is currently undeveloped with primarily clay and gravel fill soils at the ground surface. The site is in a primarily commercial area within the City of Milwaukee. Other properties immediately adjacent to Area 3 include a former tannery to the northwest, a residential neighborhood to the north, a commercial area (e.g., grocery store) to the east, office buildings to the south, and the former Park East Redevelopment Area 2 to the west. Figure 2 shows the site layout, locations of former buildings, approximate Parcel boundaries, and other similar features.

April 11, 2002 – WDNR Letter

- This letter, among other things, establishes cut-off levels for lead and arsenic in soils within the former Park East corridor.

July 21, 2003 – Test Pit Investigation Report by RMT

- In order to assess soil conditions in Area 3 and other areas prior to grading activities for the Wisconsin Department of Transportation (WisDOT), RMT directed and documented the advancement of 3 test pits on Parcel 124 and seven test pits on Parcel 125 on June 26, 2003. This investigation revealed elevated VOC concentrations in soils at TP-17 and TP-19 on Parcel 125, including benzene, ethylbenzene, xylenes, naphthalene, and others.

## Section 2

# Background Information

---

A Phase II ESA was performed for Area 3 in 2001 by HNTB as part of roadway planning and design. The Phase II ESA identified primarily lead, PAHs, and slight VOC concentrations in soil and slightly elevated barium, DRO and naphthalene concentrations in groundwater. RMT was selected to complete the subsurface investigation in October 2003. The investigative activities performed by both HNTB in 2001 and by RMT in 2003 and 2004 are incorporated into this report.

Several reports and correspondences have been prepared for Area 3. These documents are identified in chronological order below. A summary of the pertinent information contained in these reports and correspondences is summarized below, and pertinent portions of these historical documents (*i.e.*, drawings, boring logs, findings) are included in Appendix B of this report.

### September 18, 2000 – Phase IA Environmental Site Assessment by HNTB

- Parcel 124 - previous uses of this parcel include asphalt-paved parking lot, steep embankment beneath westbound lanes of the former Park East Freeway, dwellings, a cigar store, flats, a motor boat sales and service company and Cihak Marine Company Sales and Service.
- Addresses formerly associated with Parcel 124 include: 1420 North Broadway Street and 1422 North Broadway Street.
- Parcel 125 - previous uses of this parcel include a grassy area south of the eastbound lanes of the former Park East Freeway, dwellings, a shed, stables, a carpenter shop, an auto building and a parking lot.
- Addresses formerly associated with Parcel 125 include: 418 East Ogden Avenue.

### September 21, 2001 – Phase II Environmental Site Assessment by HNTB

- The Phase II ESA indicated the presence of primarily lead, PAHs and slight VOC concentrations in soil and slightly elevated barium, DRO and naphthalene concentrations in groundwater. Sampling was also performed for other metals (arsenic, barium, cadmium, total chromium, lead, mercury, selenium, and silver) and DRO in soil and groundwater.

# Section 3

## Sampling Approach and Methods for 2003 and 2004 Investigations

---

Data collection activities for Area 3 included collection and analysis of soil and groundwater samples on-site and off-site. The goals of the 2003 and 2004 subsurface investigation were to further define the extent of shallow soil impacts and to install and sample NR 141, Wisconsin Administrative Code, groundwater monitoring wells to further assess groundwater conditions for Area 3.

### 3.1 Installation of Soil Probes

Fifteen soil probes were installed in Area 3 on November 5 through November 7, 2003; April 21, 2004; and June 4, 2004 (see Figure 2 for locations). Probes were advanced to depths varying from 8 feet below the ground surface (bgs) to 12 feet bgs, depending on the purpose of the probe. Soils were sampled continuously in 4-foot intervals during advancement of the probes. Soil boring logs for the probes are included in Appendix C. The following soil samples have been collected from Area 3 and analyzed at a state-certified laboratory during the 2003 and 2004 investigations:

- Twenty-two for total lead (EPA Method 7421);
- One for Toxicity Characteristic Leaching Procedure (TCLP) lead (EPA Method 7421);
- Six for PAHs (EPA Method 8310);
- One for total chromium (EPA Method 6010); and
- One for hexavalent chromium (EPA Method 7196).

Upon completion of soil sampling, the probe holes were abandoned in accordance with NR 141, Wisconsin Administrative Code. The probe hole abandonment forms are included in Appendix C.

### 3.2 Groundwater Monitoring Wells

Two groundwater monitoring wells were installed on Area 3 on November 6, 2003 (see Figure 2 for locations): one on Parcel 124 and one on Parcel 125. The well on Parcel 124 (MW-124-1) was installed to a depth of 35 feet bgs in the vicinity of SB-124-5, the 2001 soil probe boring with the highest detected lead and VOC concentrations. The well on Parcel 125 (MW-125-1) was

installed to a depth of 30 feet bgs in the southwest corner of Parcel 125. The wells were developed, purged, and sampled for VOCs (EPA Method 8260) and total metals (arsenic, barium, cadmium, total chromium, lead, mercury, selenium, and silver; see Table 6 for analytical methods used to analyze these metals). The soil boring logs, well construction, and well development forms for these wells are in Appendix C.

### 3.3 Elevation Survey

RMT surveyed the elevations of monitoring wells on November 7, 2003, and December 3, 2003. The survey results are listed on Table 1, and were used in determining the groundwater flow direction and horizontal and vertical hydraulic gradients for the site.

### 3.4 Investigative Wastes

Monitoring well purge and development water were containerized until laboratory results from the groundwater sampling were completed. Since the VOC content of the water from the monitoring wells were well below the Milwaukee Metropolitan Sewerage District's (MMSD) acceptance criteria of 5 parts per million (ppm), this water were discharged to the MMSD on December 3, 2003, and the required notification to the MMSD was made that same day (copy of notification included in Appendix D). Purge water from these wells during the March 2004 sampling event was discharged to the ground surface.

Soil cuttings from the installation of the soil probes and the groundwater monitoring wells were containerized until laboratory results from the soil sampling activities were completed. Onyx Environmental Services picked-up drums of soil cuttings from the November 2003 investigation on December 3, 2003, and from the 2004 investigation on July 12, 2004, and transported the drums to Emerald Park Recycling and Disposal Facility in Muskego, Wisconsin. Documentation of soil cutting disposal is included in Appendix D.

# Section 4

## Results

---

### 4.1 Geology and Hydrogeology

Generally, the upper 2 to at least 14 feet of soils at the site consist of fill materials. These fill materials primarily consist of clay, gravel and sand fill, but also include relatively isolated areas of brick pieces and wood. Beneath the fill materials is a grayish-colored clayey silt with varying sand contents and sea shells. Geologic cross-sections of the soils encountered at the site are included as Figure 3 (note that geologic cross sections for Parcel 125 are not presented since much of the surface soils present during the November 2003 investigation have since been removed to bring the site to grade).

Groundwater measurements in NR 141 groundwater monitoring wells between November 2003 and March 2004 ranged between approximately 22.5 and 28.8 feet bgs. Based on literature values, the hydraulic conductivity of the native clayey silt at the site is expected to be between 0.001 and 0.00001 cm/s. Based on the groundwater elevation contours included on Figure 7, the horizontal hydraulic gradient at the site is approximately 0.07. Groundwater generally flows to the northwest towards the Milwaukee River.

### 4.2 Residual Contaminant Levels

Soil sampling results were compared to residual contaminant levels (RCLs). The RCL for total lead in soils for Area 3 has been determined to be 250 milligrams per kilogram (mg/kg), per WDNR Publication RR653 (note also that in an April 11, 2002, letter, the WDNR approved a lead cut-off level of 250 mg/kg for soils at this site; a copy of this letter is included in Appendix B). The RCL for total arsenic in soils for Area 3 has been determined to be 5 mg/kg based on United States Geological Survey (USGS) Professional Paper 1648 which documents the background arsenic concentration in Southeastern Wisconsin soils to be approximately 5 mg/kg (see Appendix E). RCLs for PAHs are the more stringent of the suggested RCL for the groundwater pathway listed in WDNR publication RR-519-97 or the calculated RCL for the direct contact pathway using the methodologies in WDNR publication RR-519-97 and a target risk of  $1 \times 10^{-6}$  or target hazard quotient of one in accordance with NR 720.19(5)(a), WAC (see Appendix E).

### 4.3 Soil Sampling Results

The soil sampling results from the 2001 Phase II ESA are summarized in Table 2, the test pit investigation soil sampling results from June 2003 are summarized in Table 3, and the soil sampling results from the November 2003 and 2004 sampling events are summarized in Table 4. The laboratory analytical reports for the November 2003 and 2004 soil sampling events for Area 3 are included in Appendix F.

Metals in Soil - During the 2001 subsurface investigation, HNTB collected 17 soil samples for metals analysis (arsenic, barium, cadmium, total chromium, lead, mercury, selenium, and silver) from Area 3. The results from these metals analyses indicated the presence of total lead above 250 mg/kg at two sampling locations and one location where arsenic exceeded the RCL. The arsenic sample that exceeded the RCL was collected from a depth greater than 4 feet bgs, and is therefore not considered a threat for direct contact. Groundwater samples that were collected and analyzed for arsenic in 2003 and 2004 indicate that arsenic is not a threat to groundwater, as discussed below. Hexavalent chromium was not detected in the three soil samples analyzed for hexavalent chromium. Additional soil sampling for total lead was performed by RMT in November 2003 and 2004 as discussed below.

Total Lead in Soil - Sixty-one total lead samples have been collected for Area 3. Total lead was detected above the RCL in 11 of these soil samples at concentrations up to 550 mg/kg. The soil sample with the highest total lead concentration during the November 2003 investigation was also submitted for Toxicity Characteristic Leaching Procedure (TCLP) lead testing. The results from this sample indicated the TCLP lead concentration to be 0.014 mg/l. Total lead soil samples were generally collected from the upper 4 to 8 feet of soil in Area 3. Some deeper total lead soil samples were also collected (*i.e.*, to define the vertical extent of lead impacts).

Total lead sampling results are shown on Figure 4. There appears to be two areas on Parcel 124 in which total lead concentrations in soil exceed the identified RCL. Total lead RCL exceedances are present above 250 mg/kg within fill soils at two locations: in the northeast portion of Parcel 124 (including GP-15, GP-48, GP-49, GP-58, GP-59, and SB-124-5); and in the central portion of Parcel 124 (including GP-53, GP-54, GP-55, and SB-124-7). The volume of soil that contains total lead above 250 mg/kg and/or PAHs above the RCLs (see next section for a discussion of PAH exceedances) is approximately 2,100 cubic yards. Two total lead soil samples collected from deeper than 10 feet bgs in this area indicate that total lead RCL exceedances are limited to the upper 10 feet of fill soils. Four soil samples collected from the soil boring locations just outside of this area did not contain total lead above the RCL.

The volume of soil in the central portion of Parcel 124 that contains total lead above 250 mg/kg is approximately 340 cubic yards. Three soil samples collected from six to eight bgs from within

this area indicate that total lead RCL exceedances are limited to the upper six feet of fill soils at this location. Two soil samples collected from the upper 4 feet and one composite soil sample from the upper 5 feet of soils just outside of this area did not contain total lead above the RCL.

Given the sporadic locations of total lead RCL exceedances, it appears that either the various fill materials that were historically brought to the site contained lead or that vehicular traffic in the area may have deposited lead historically, or both. It does not appear that the total lead concentrations in soil in Area 3 are due to a single release.

PAHs in Soil - Eight PAH soil samples have been collected for Area 3 and PAHs were detected above the RCLs in four of these soil samples. PAH soil samples were generally collected from the upper five to eight feet of soil in Area 3, although one deeper sample was also collected.

PAH soil sampling results are shown on Figure 5. There appears to be two areas on Parcel 124 in which PAHs exceed the RCLs: in the northeast portion of Parcel 124 (GP-16, SB-124-5, and MW-124-1; note that this area of PAH RCL exceedances overlaps with the area of total lead RCL exceedances here); and, at SB-124-5.

As discussed in the previous section, the volume of soil exceeding the PAH RCLs and the total lead RCL in the northeast portion of Parcel 124 appears to be approximately 2,100 cubic yards. PAH soil sampling results to date appear to indicate that PAH RCL exceedances in the northeast portion of Parcel 124 are limited to the upper 8 feet of fill soils. Three soil samples collected from just outside this area did not contain PAHs above the RCLs.

The naphthalene concentration detected in the soil sample collected from SB-124-11 from 4 to 6 feet bgs exceeded the site-specific calculated RCL of 400 mg/kg (based on the groundwater pathway). Naphthalene was not detected in two rounds of groundwater samples collected from the monitoring wells installed on Area 3. The volume of soils exceeding 400 mg/kg naphthalene at SB-124-11 appears to be approximately 80 cubic yards.

VOCs in Soil - Forty VOC soil samples have been collected for Area 3. Aside from the naphthalene concentration detected in SB-124-11 discussed above (naphthalene is both a PAH and a VOC), the only other VOC compounds detected above the RCLs in soil samples analyzed for VOCs were benzene in test pits 17 and 19 (TP-17 and TP-19) advanced in June 2003 on Parcel 125. Soils in the areas of these two test pits were excavated and disposed of off-site by the City of Milwaukee as part of a project to regrade Parcel 125 in 2004. Soil samples were collected from the base of the finished excavation for TP-17 on March 10, 2004. Confirmation soil sampling results did not reveal any detections of DRO or the VOC compounds for which analysis was performed. Soil samples were collected from the base of the finished excavation for TP-19 on April 2, 2004. Confirmation soil sampling results did not reveal any detections of

the VOC compounds for which analysis was performed. The laboratory analytical reports for the 2004 conformational soil sampling at TP-17 and TP-19 are included in Appendix F.

Additional investigation for VOCs in soils was not performed during the November 2003 and 2004 subsurface investigations.

DRO in Soil – Forty-four DRO soil samples have been collected for Area 3. None of the DRO soil samples collected contained DRO above 100 mg/kg.

Estimated Volumes of Soils >RCLs within the fill soils on Parcel 124 – Based on the calculations included in Appendix G, it appears that the following volumes of soil in Parcel 124 exceed the RCLs (note that contaminant concentrations in Parcel 125 soils were not detected above the RCLs).

- Northeast Portion of Parcel 124 – approximately 2,100 cubic yards (includes both total lead and PAH RCL exceedances).
- Central Portion of Parcel 124 – approximately 340 cubic yards (PAH RCL exceedances)
- SB-124-11 – approximately 80 cubic yards (PAH RCL exceedances)

#### 4.4 Groundwater Sampling Results

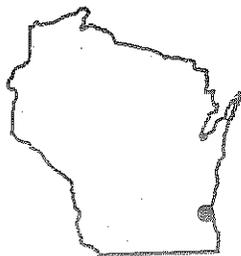
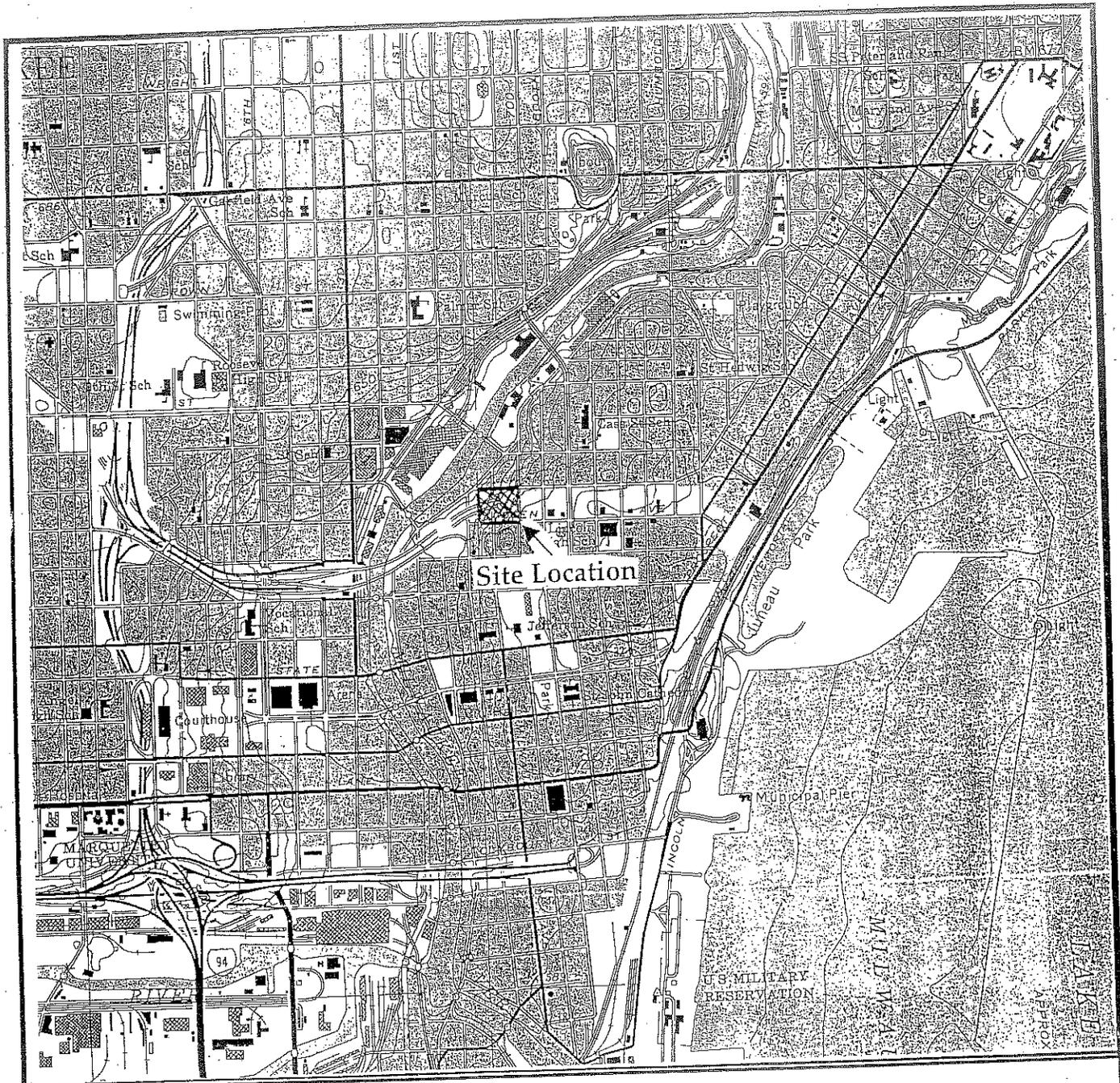
The groundwater sampling results from temporary wells and groundwater monitoring wells are summarized in Tables 5 and 6, respectively. The laboratory analytical reports for the 2003 and 2004 groundwater sampling events are included in Appendix F.

A single temporary well, SB-124-2, was installed and sampled in Area 3 during HNTB's 2001 subsurface investigation. Groundwater collected from this temporary well was analyzed for metals (arsenic, barium, cadmium, total chromium, lead, mercury, selenium, and silver), DRO and VOCs in 2001. This sampling did not indicate any NR 140 Preventive Action Limit exceedances.

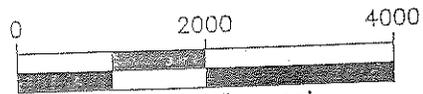
Groundwater samples were also collected from MW-124-1 and MW-125-1 in November 2003 and 2004 for metals (arsenic, barium, cadmium, total chromium, lead, mercury, selenium, and silver) and VOCs. This sampling did not indicate any NR 140 Preventive Action Limit exceedances.

## 5.2 Groundwater

- Groundwater samples have been collected from one soil probe temporary well and two groundwater monitoring wells for metals and VOCs.
- No NR 140 Preventive Action Limits were exceeded in any of the groundwater samples collected for Area 3.
- The groundwater table is present between 22.5 and 28.8 feet bgs.
- Groundwater flows to the northwest towards the Milwaukee River under a horizontal hydraulic gradient of approximately 0.07.



STATE LOCATION



**SITE LOCATION MAP**  
 Milwaukee County Department of Public Works  
 Former Park East Freeway - Redevelopment Area 3  
 MILWAUKEE, WISCONSIN

SOURCE: BASE MAP FROM MILWAUKEE, WISCONSIN  
 7.5 MINUTE USGS QUADRANGLE, 1971



DWN. BY:	MSK
APPROVED BY:	KWY
DATE:	DEC 2003
PROJ. #	6493.02
FILE #	sitelocator02.DWG

**LEGEND**

- ⊕ SB-124-4
- ⊕ SB-124-5
- ⊕ TP11
- ⊕ GP-1
- ⊕ MW-149-1

APPROXIMATE SOIL BORING LOCATION INSTALLED JUN 2001  
 APPROXIMATE TEMPORARY WELL LOCATION INSTALLED JUN 2001  
 APPROXIMATE TEST PIT LOCATION ADVANCED JUN 2003  
 APPROXIMATE SOIL BORING LOCATION INSTALLED NOV 2003,  
 APR 2004, OR JUN 2004  
 APPROXIMATE MONITORING WELL LOCATION INSTALLED NOV 2003

POLYNUCLEAR AROMATIC HYDROCARBONS (PAH) COMPOUNDS AND CONCENTRATION (mg/kg) DETECTED IN SOIL SAMPLE ABOVE THE RESIDUAL CONTAMINANT LEVEL (RCL) IDENTIFIED ON THE ACCOMPANYING TABLES, AT THE SPECIFIED INTERVAL (FEET BELOW THE GROUND SURFACE)

APPROXIMATE AREA OF TOTAL LEAD >250 mg/kg WITHIN UPPER 4 FEET OF SITE SOILS (DASHED WHERE INFERRED)

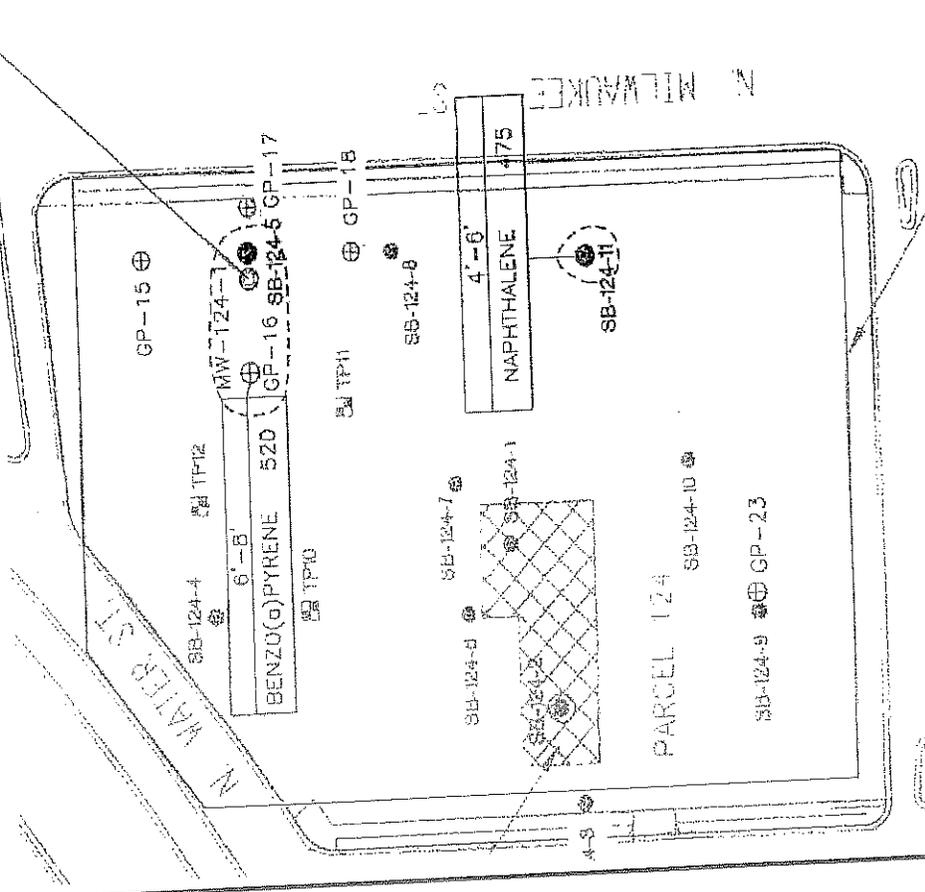
SAMPLE COLLECTED EITHER DID NOT CONTAIN DETECTABLE PAH CONCENTRATIONS OR CONTAINED PAH CONCENTRATIONS BELOW THE PAH RCLs.

**NOTES**

1. BASE MAP FROM 2001 PHASE II REPORT FOR REDEVELOPMENT AREAS BY HNTB AND FROM WISDOT CONSTRUCTION DRAWINGS FOR PARK EAST FREEWAY.
2. BOLD RED SOIL BORING LOCATIONS INDICATE THAT AT LEAST ONE PAH COMPOUND WAS DETECTED ABOVE THE RCL IN AT LEAST ONE SOIL SAMPLE COLLECTED FROM THIS LOCATION.
3. NONE OF THE RCL EXCEEDANCES WERE DETECTED IN THE UPPER 4 FEET OF SOILS, AND NONE APPEAR TO HAVE CONTAMINATED GROUNDWATER

2001 - PAH RCL EXCEEDANCES FROM 6'-8' FOR:  
 2-METHYLNAPHTHALENE,  
 ACENAPHTHENE, BENZO(a)ANTHRACENE,  
 BENZO(g)PYRENE, BENZO(b)FLUORANTHENE,  
 BENZO(k)FLUORANTHENE,  
 DIBENZO(a,h)ANTHRACENE, INDENO(1,2,3-cd)PYRENE,  
 NAPHTHALENE, PHENANTHRENE

2003 - PAH RCL EXCEEDANCE FROM 6'-8' FOR:  
 BENZO(a)ANTHRACENE



**PAH CONCENTRATIONS IN SOIL >RCLs**  
 FORMER PARK EAST FREEWAY  
 REDEVELOPMENT AREA 3  
 MILWAUKEE, WISCONSIN

**Parcel 124**

Adapted from the following map by  
 Sean Hayes of Milwaukee County 12/9/04



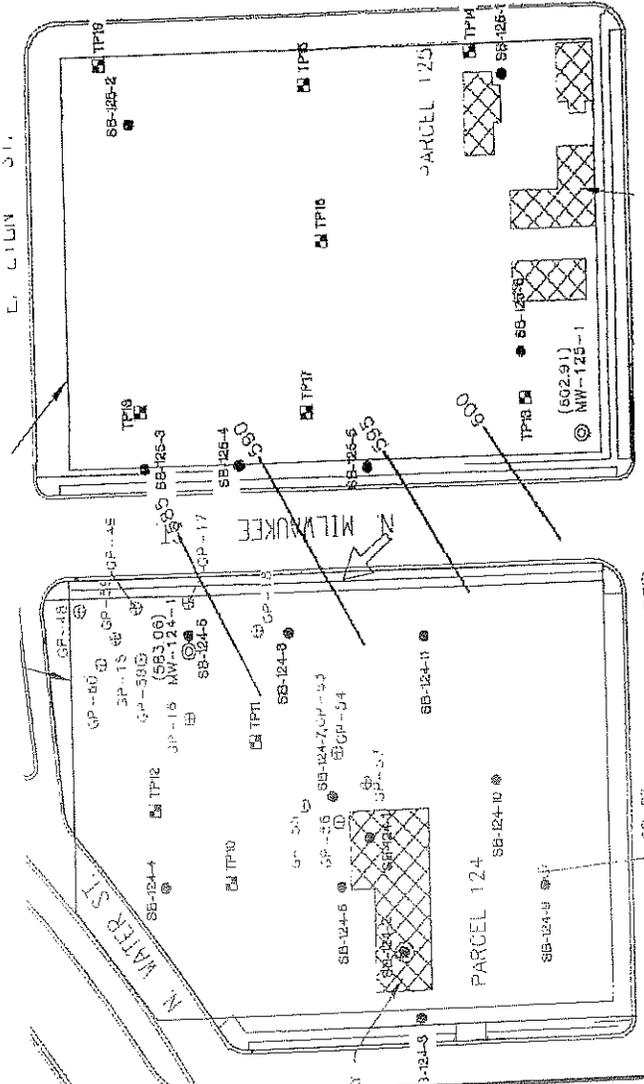
DRW. BY: MHS  
 APPROVED BY: KMY  
 DATE: JULY 2004  
 PROJ # 00-06493.02  
 FILE # 64830204.DWG

**LEGEND**

- SB-124-4 APPROXIMATE SOIL BORING LOCATION INSTALLED JUN 2001
- SB-124-2 APPROXIMATE TEMPORARY WELL LOCATION INSTALLED JUN 2001
- TPI1 APPROXIMATE TEST PIT LOCATION ADVANCED JUN 2003
- ⊕ CP-1 APPROXIMATE SOIL BORING LOCATION INSTALLED NOV 2003, APR 2004, OR JUN 2004
- ⊙ MW-149-1 APPROXIMATE MONITORING WELL LOCATION INSTALLED NOV 2003 (579.63)
- GROUNDWATER ELEVATION IN MONITORING WELL ON 3/31/04
- INTERPOLATED GROUND WATER ELEVATION CONTOUR
- ↑ INTERPOLATED GROUND WATER FLOW DIRECTION

**NOTES**

1. BASE MAP FROM 2001 PHASE II REPORT FOR REDEVELOPMENT AREAS BY HNTB AND FROM WISDOT CONSTRUCTION DRAWINGS FOR PARK EAST FREEWAY.
2. NO METALS OR VOC'S HAVE BEEN DETECTED IN GROUNDWATER COLLECTED FROM MW-124-1 & MW-125-1 ABOVE THE RESPECTIVE NR140 PREVENTION ACTION LIMITS.



GROUNDWATER CONTOUR MAP  
FORMER PARK EAST FREEWAY  
REDEVELOPMENT AREA 3  
MILWAUKEE, WISCONSIN

Parcels 124 and 125

Adapted from the following map by  
Sean Hayes of Milwaukee County 12/9/04

DWG. BY: MHS
APPROVED BY: KMY
DATE: JULY 2004
PROJ. # 00-06493.02
FILE # 64930205.DWG



**LEGEND**

- SB-124-4
- SB-124-5
- TP-1
- TP-11
- MW-149-1

APPROXIMATE SOIL BORING LOCATION INSTALLED JUN 2001  
 APPROXIMATE TEMPORARY WELL LOCATION INSTALLED JUN 2001  
 APPROXIMATE TEST PIT LOCATION ADVANCED JUN 2003  
 APPROXIMATE SOIL BORING LOCATION INSTALLED NOV 2003,  
 APR 2004, OR JUN 2004  
 APPROXIMATE MONITORING WELL LOCATION INSTALLED NOV 2003

321 4'-6"

**NOTES**

1. BASE MAP FROM 2001 PHASE II REPORT FOR REDEVELOPMENT AREAS BY HNTB AND FROM WISDOT CONSTRUCTION DRAWINGS FOR PARK EAST FREEWAY.
2. COMPOSITE SAMPLE COLLECTED FROM TP-10, TP-11 AND TP-12 CONTAINED <250 mg/kg TOTAL LEAD.
3. COMPOSITE SAMPLE COLLECTED FROM TP-13, TP-16, TP-17 AND TP-18 CONTAINED <250 mg/kg TOTAL LEAD.
4. BOLD RED SOIL BORING LOCATIONS INDICATE THAT TOTAL LEAD WAS DETECTED ≥250 mg/kg IN AT LEAST ONE SOIL SAMPLE COLLECTED FROM THIS LOCATION.

**TOTAL LEAD IN SOIL >250 mg/kg**  
**FORMER PARK EAST FREEWAY**  
**REDEVELOPMENT AREA 3**  
**MILWAUKEE, WISCONSIN**

**Parcel 124**

Adapted from the following map by  
 Sean Hayes of Milwaukee County 12/9/04



DRAWN BY: MHS  
 APPROVED BY: KWT  
 DATE: JULY 2004  
 PROJ. # 00-06493.02  
 FILE # 64930203.DWG

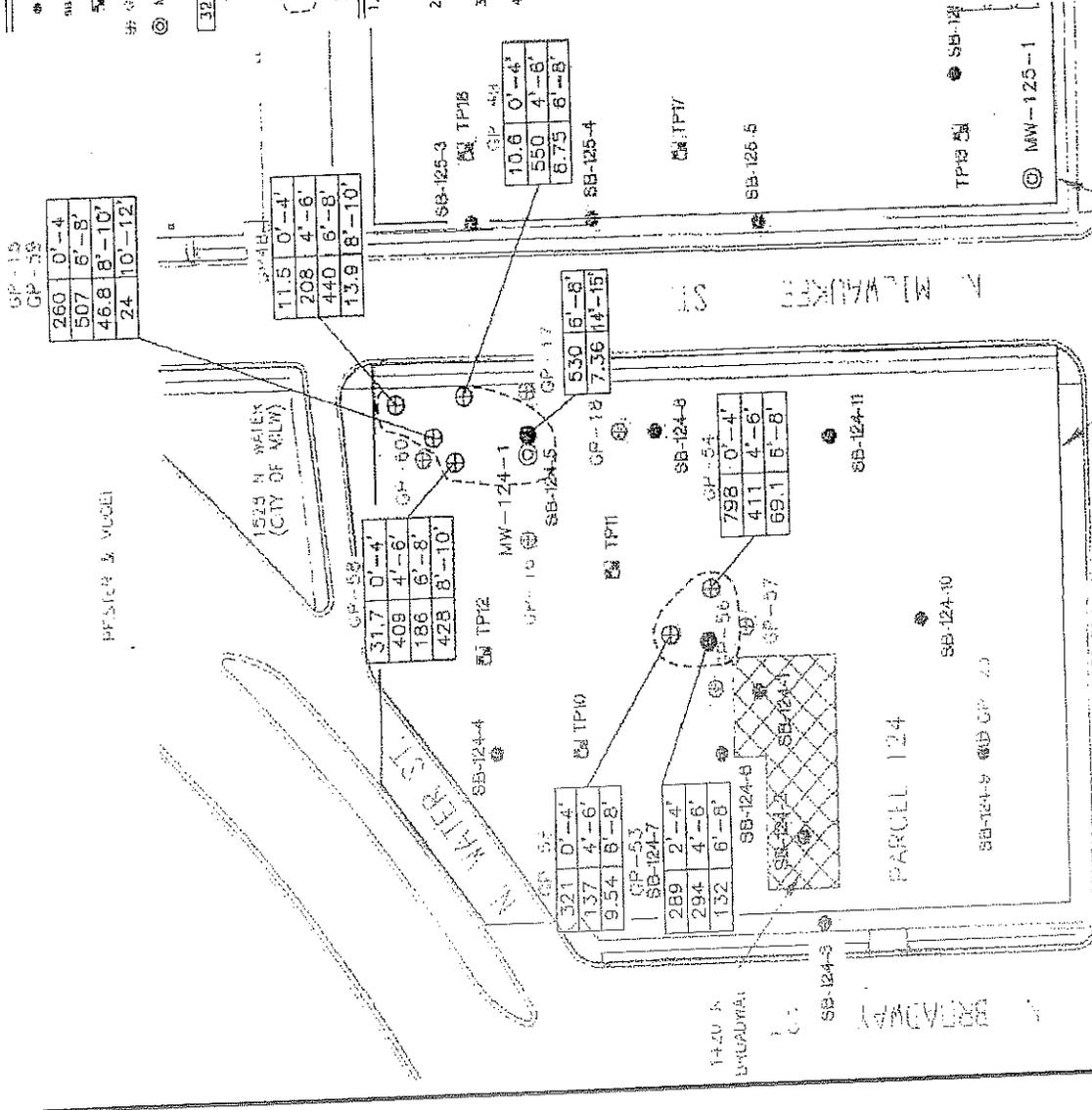




TABLE 2

**PARK EAST FREEWAY PHASE II  
GROUNDWATER ELEVATION DATA**

Well Number	Top of Protective Casing Elevation (feet, MSL)	Depth to Groundwater July 30, 2001 (feet)	Groundwater Elevation (feet, MSL)
119-5	646.18	11.76	634.42
129-2	627.68	18.67	609.01
129-6	641.84	19.67	622.17
129-9	643.72	20.74	622.98
129-11	642.4	10.08	632.32
129-12	634.58	7.8	626.76
131-5	610.08	15.38	594.7
131-6	605.87	12.64	593.23
131-9	625.72	17.53	608.19
37-3	595.97	17.8	578.17
37-6	599.1	DRY	NA
37-11	597.41	8.22	589.19
37-15	597.21	8.95	588.26
37-18	595.04	23.52	571.52
38-2	594.02	12.32	581.7
38-7	594.22	16.03	578.19
39-2	592.48	15.95	576.53
39-7	593.3	17.58	575.72
40-2	593.14	13.14	580
153-2	589.93	5.69	584.24
147-1	590.88	12.2	578.68
147-4	588.23	10.75	577.48
148-1	589.65	9.49	580.16
148-5	589.09	10.15	578.94
149-1	590.97	11.13	579.84
149-5	589.93	12.02	577.91
149-7	589.35	11.08	578.27
150-8	596.92	14.07	582.85
150-10	603.4	8.9	594.5
145-1	589.97	9.08	580.89
24-2	592.17	12.88	579.29
2-1	600.38	10.49	589.89
8-1	592.16	9.84	582.32
8-3	592.22	10.71	581.51
10-2	589.59	product in well	NA

Notes:

All groundwater elevation data are presented in feet below the mean sea level (MSL).

Table 1  
 Groundwater Elevations  
 Former Park East Freeway Redevelopment Area 3  
 City and County of Milwaukee, Wisconsin

Well ID	Top of PVC Well Casing <sup>1</sup>	Ground Surface <sup>1</sup>	11/7/2003		12/3/2003		3/31/2004	
			DTW <sup>2</sup>	ELEV <sup>3</sup>	DTW <sup>2</sup>	ELEV <sup>3</sup>	DTW <sup>2</sup>	ELEV <sup>3</sup>
MW-124-1	605.58	603.1	31.87	573.71	23.03	582.55	22.52	583.06
MW-125-1	628.77	626.3	28.49	600.28	28.82	599.95	25.86	602.91

Notes:

1. Water table elevation referenced to Mean Sea Level. Elevations surveyed by RMT, Inc. on 11/7/03 and 12/3/03.
2. Depth to water measured in feet below the top of the PVC well casing.
3. Water table elevation referenced to Mean Sea Level.

Summary of Temporary Well Sampling Results - HNTB - 2001  
Former Park East Freeway Redevelopment Area 3  
City and County of Milwaukee, Wisconsin

	NR 140 Standard		Soil Probe Temp. Well
	ES	PAL	124-2
			7/10/01
Metals			
Barium (mg/l)	2	0.4	0.35
Chromium (µg/l)	100	10	<0.008
Silver (µg/l)	50	10	<0.004
Arsenic (µg/l)	50	5	<5.6
Cadmium (µg/l)	5	0.5	<0.4
Lead (µg/l)	15	1.5	<1.5
Selenium (µg/l)	50	10	<4.8
DRO (mg/l)	NA	NA	44
VOCs (µg/l)			
1,1,1-Trichloroethane	200	40	<0.31
1,1-Dichloroethane	850	85	<0.32
1,1-Dichloroethene	7	0.7	<0.34
1,2,3-Trichlorobenzene	NA	NA	<0.50
Trimethylbenzenes	480	96	<0.30
1,2-Dichloroethane	5	0.5	<0.35
4-Methyl-2-Pentanone	NA	NA	<0.80
Benzene	5	0.5	<0.27
Chloroethane	400	80	<0.64
Chloroform	6	0.6	<0.24
Chloromethane	3	0.3	<0.49
cis-1,2-Dichloroethene	70	7	<0.27
Ethylbenzene	700	140	<0.25
Isopropylbenzene	NA	NA	<0.33
Xylenes	10,000	1,000	<0.53
MTBE	60	12	<0.39
n-Butylbenzene	NA	NA	<0.36
n-Propylbenzene	NA	NA	<0.28
Naphthalene	40	8	1.6
sec-Butylbenzene	NA	NA	<0.34
Tetrachloroethene	5	0.5	<0.31
Toluene	1,000	200	<0.29
Trichloroethene	5	0.5	<0.34
Vinyl Chloride	0.2	0.02	<0.20
Depth to Water			12.88

Notes:

1. mg/l - milligrams per liter (ppm)
2. µg/l = micrograms per liter (ppb)
3. VOCs = Volatile Organic Compounds
4. Only compounds that have been detected in any of the above wells are shown here.
5. NR 140 ES = Wisconsin Administrative Code Chapter NR 140 Enforcement Standard
6. NR 140 PAL = Wisconsin Administrative Code Chapter NR 140 Preventive Action Limit
7. Detections of analytes are bolded

**#** = NR 140 ES exceedance

Table 1a  
 Summary of Constituents Detected in Soil Samples During 2001 Phase II Investigation  
 Former Park East Freeway Redevelopment Area 3  
 City and County of Milwaukee, Wisconsin

	Non-Industrial RCL	Soil Boring Identification										
		124-6	124-7	124-7	124-8	124-8	124-9	124-9	124-10	124-10	124-11	124-11
		8'-10'	2'-4'	10'-12'	2'-4'	10'-12'	4'-6'	8'-10'	4'-6'	8'-10'	4'-6'	10'-12'
		6/25/01	6/22/01	6/22/01	6/22/01	6/22/01	6/25/01	6/25/01	6/25/01	6/25/01	6/22/01	6/22/01
Metals (mg/kg)												
Arsenic	5	--	<2.51	--	<2.46	--	<2.75	--	<2.53	--	<2.49	--
Barium		--	287	--	51	--	157	--	73	--	43	--
Cadmium	8	--	1.8	--	1.5	--	2.0	--	<0.42	--	1.2	--
Chromium, Total	14	--	15	--	16	--	47	--	23	--	11	--
Lead	250	--	289	--	6.1	--	62	--	8.2	--	51	--
Mercury		--	<0.024	--	<0.023	--	0.06	--	0.11	--	<0.024	--
Selenium		--	<4.19	--	<4.09	--	<4.58	--	<4.21	--	<4.15	--
Silver		--	<0.24	--	<0.23	--	<0.26	--	<0.24	--	<0.24	--
DRO, mg/kg	100	2.5	38	3.6	5.7	<1.1	<1.2	11	<1.2	1.9	4.1	7.5
VOCs, µg/kg												
Trimethylbenzenes		<16	<18	<19	<18	<17	<19	<17	<18	<18	<18	<18
1,2-Dichlorobenzene		<18	<20	<21	<20	<20	<22	<20	<20	<21	<20	<21
Benzene	5.5	<15	<16	<17	<16	<16	<17	<15	<16	<16	<16	<17
Ethylbenzene	2,900	<14	<15	<16	<15	<15	<16	<15	<15	<15	<15	<16
Isopropyl Ether		<16	<18	<18	<17	<17	<19	<17	<18	<18	<18	<18
Isopropylbenzene		<18	<20	<20	<19	<19	<21	<19	<20	<20	<19	<20
Xylenes	4,100	<29	<32	<33	<31	<31	<34	<31	<32	<32	<32	<33
n-Butylbenzene		<19	<21	<22	<21	<21	<23	<21	<21	<22	<21	<22
n-Propylbenzene		<15	<17	<17	<16	<16	<18	<16	<17	<17	<17	<17
Naphthalene	400 <sup>GW</sup>	270	<45	<47	<44	<44	<48	<43	<45	<46	475	<47
p-Isopropyltoluene		<17	<19	<19	<18	<18	<20	<18	<19	<19	<19	<19
sec-Butylbenzene		<18	<20	<21	<20	<20	<22	<19	<20	<20	<20	<21
Toluene	1,500	<16	<17	<18	<17	<17	<19	<17	<17	<18	<17	<18
PAHs, µg/kg												
1-Methylnaphthalene	23,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	20,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Acenaphthene	38,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Acenaphthylene	700 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Anthracene	3,000,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Benzo (a) anthracene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Benzo (a) pyrene	392 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Benzo (b) fluoranthene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Benzo (g,h,i) perylene	39,200 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Benzo (k) fluoranthene	39,200 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Chrysene	37,000 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Dibenz (a,h) anthracene	392 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Fluoranthene	500,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Fluorene	100,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Indeno (1,2,3-cd) pyrene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	400 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Phenanthrene	1,800 <sup>GW</sup>	--	--	--	--	--	--	--	--	--	--	--
Pyrene	2,346,429 <sup>DC</sup>	--	--	--	--	--	--	--	--	--	--	--

Notes:

1. RCFA Metals analyzed using EPA Method 6010 except for mercury which was analyzed using EPA Method 7471
2. DRO = direct range organic analyzed using the Wisconsin Modified Method
3. VOCs = Volatile Organics Components analyzed using EPA Method 8260
4. mg/kg = milligrams per kilogram
5. µg/kg = micrograms per kilogram
6. All samples collected by HNTB
7. RCL = Residual Contaminant Level. The RCL listed above for arsenic is the background arsenic concentration in southwestern Wisconsin soils according to the USGS Professional Paper 1488. RCLs listed above for cadmium and chromium are the NR 720.11 non-industrial table value for the direct contact pathway (the total resident sampling result is compared to the NR 720.11 RCL table value for hexavalent chromium in this table). The RCL listed for total lead is the lead clean-up level which the WDNR assigned to the Park East project in a 4/11/02 WDNR letter to the Westcott RCLs listed above for benzene, 1,2-dichlorobenzene, ethylbenzene, toluene and xylenes are the NR 720.09 table values for protection of groundwater. RCL listed for DRO is the more conservative NR 720.09 value. RCLs listed for PAHs (including naphthalene) are the more stringent of the generic RCL listed in WDNR Publication NR 519-07 for the protection of groundwater and by the direct contact RCL calculated using methodologies in WDNR Publication NR 519-07 and using the NR 720.10 table target risk of 1 x 10<sup>-6</sup> or hazard quotient of 1. DC - non-industrial site direct contact pathway; GW - protection of groundwater.
8. Samples above were analyzed by APL, Inc. in Milwaukee, Wisconsin. WDNR Certification #241340530
9. Detections of analytes are bolded
10. -- not analyzed

# = NR 720 RCL Exceedance

Table 1a  
 Summary of Constituents Detected in Soil Samples During 2001 Phase II Investigation  
 Former Park East Freeway Redevelopment Area 3  
 City and County of Milwaukee, Wisconsin

	Non-Industrial RCL	Soil Boring Identification											
		124-1	124-1	124-2	124-2	124-3	124-3	124-4	124-4	124-5	124-5	124-6	
		6'-8'	14'-15'	4'-6'	10'-12'	2'-4'	6'-8'	2'-4'	12'-14'	6'-8'	14'-15'	2'-4'	
		6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	6/25/01	
Metals (mg/kg)													
Arsenic	5	<2.52	--	28	--	<2.25	--	<2.74	--	<2.40	--	<2.47	
Barium		92	--	27	--	9.0	--	63	--	166	--	1.0	
Cadmium	8	1.0	--	1.1	--	4.5	--	26	--	21	--	13	
Chromium, Total	14	15	--	9.6	--	5.8	--	155	--	530	--	14	
Lead	250	51	--	8.9	--	5.8	--	155	--	530	--	14	
Mercury		<0.024	--	<0.023	--	<0.022	--	0.05	--	0.08	--	0.19	
Selenium		<4.21	--	<3.99	--	<3.75	--	<4.57	--	<4.00	--	<4.11	
Silver		<0.24	--	0.50	--	<0.21	--	<0.26	--	<0.23	--	<0.23	
DRO, mg/kg	100	<1.2	3.3	4.7	2.7	3.8	3	7.8	2.4	72	1.6	35	
VOCs, µg/kg													
Trimethylbenzenes		<18	<16	<17	<16	<16	<17	<19	<23	583	<18	<16	
1,2-Dichlorobenzene		<20	<18	<19	<18	<18	<19	<22	<26	<78	<21	<20	
Benzene	5.5	<16	<14	<15	<14	<15	<15	<17	<21	<62	<16	<16	
Ethylbenzene	2,900	<15	<14	<14	<13	<14	<14	<16	<19	<58	<15	<15	
Isopropyl Ether		<18	<16	<17	<15	<16	<16	<19	<23	<68	<18	<17	
Isopropylbenzene		<20	<18	<19	<17	<18	<18	<21	<25	<75	<2	<19	
Xylenes	4,100	<32	<29	<30	<28	<29	<30	<35	<41	<122	<33	<31	
n-Butylbenzene		<21	<19	<20	<18	<19	<20	<23	<27	161	<22	<21	
n-Propylbenzene		<17	<15	<16	<15	<15	<16	<18	<22	<64	<17	<16	
Naphthalene	400 <sup>GW</sup>	<45	<40	<43	<39	<41	<42	78	<58	31,100	102	<44	
p-Isopropyltoluene		<19	<17	<18	<16	<17	<17	<20	<24	<72	<19	<18	
sec-Butylbenzene		<20	<18	<19	<17	<18	<19	<22	<26	<77	<21	<20	
Toluene	1,500	<18	<16	<17	<15	<16	<16	<19	<22	<67	<18	<17	
PAHs, µg/kg													
1-Methylnaphthalene	23,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	16,600	--	--	
2-Methylnaphthalene	20,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	26,700	--	--	
Acenaphthene	38,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	56,300	--	--	
Acenaphthylene	700 <sup>GW</sup>	--	--	--	--	--	--	--	--	<1,830	--	--	
Anthracene	3,000,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	71,400	--	--	
Benzo (a) anthracene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	42,500	--	--	
Benzo (a) pyrene	392 <sup>DC</sup>	--	--	--	--	--	--	--	--	25,900	--	--	
Benzo (b) fluoranthene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	28,200	--	--	
Benzo (g,h,i) perylene	39,200 <sup>DC</sup>	--	--	--	--	--	--	--	--	5,850	--	--	
Benzo (k) fluoranthene	39,200 <sup>DC</sup>	--	--	--	--	--	--	--	--	11,600	--	--	
Chrysene	37,000 <sup>DC</sup>	--	--	--	--	--	--	--	--	34,500	--	--	
Dibenz (a,h) anthracene	392 <sup>DC</sup>	--	--	--	--	--	--	--	--	2,860	--	--	
Fluoranthene	500,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	145,000	--	--	
Fluorene	100,000 <sup>GW</sup>	--	--	--	--	--	--	--	--	67,400	--	--	
Indeno (1,2,3-cd) pyrene	3,920 <sup>DC</sup>	--	--	--	--	--	--	--	--	7,220	--	--	
Naphthalene	400 <sup>GW</sup>	--	--	--	--	--	--	--	--	94,000	--	--	
Phenanthrene	1,800 <sup>GW</sup>	--	--	--	--	--	--	--	--	231,000	--	--	
Pyrene	2,346,429 <sup>DC</sup>	--	--	--	--	--	--	--	--	121,000	--	--	

Notes:  
 1. RCRA Metals analyzed using EPA Method 6010 except for mercury which was analyzed using EPA Method 7471  
 2. DRO = diesel range organics analyzed using the Wisconsin Modified Method  
 3. VOCs = Volatile Organic Compounds analyzed using EPA Method 8260  
 4. mg/kg = milligrams per kilogram (ppm)  
 5. µg/kg = micrograms per kilogram (ppb)  
 6. All samples collected by HNTB  
 7. RCL = Residual Contaminant Level. The RCL listed above for arsenic is the background arsenic concentration in southeastern Wisconsin soils according to USGS Professional Paper 1648. RCLs listed above for cadmium and chromium are the NR 720.11 non-industrial table value for the direct contact pathway (the total chromium sampling result is compared to the NR 720.11 RCL table value for hexavalent chromium in this table). The RCL listed for total lead is the lead cleanup level which the WDNR assigned to the Park East project in a 4/11/02 WDNR letter to the WisDOT. RCLs listed above for benzene, 1,2-dichlorobenzene, ethylbenzene, toluene and xylene are the NR 720.09 table values for protection of groundwater. RCL listed for DRO is the more conservative NR 720.09 value. RCLs listed for PAHs (including naphthalene) are the more stringent of a) the generic RCL listed in WDNR Publication RR-519-97 and using the NR 720.14(SH) Allowable Risk of 1 x 10<sup>-6</sup> or hazard quotient of 1. DC = non-contact RCL calculated using methodologies in WDNR Publication RR-519-97 and using the NR 720.14(SH) Allowable Risk of 1 x 10<sup>-6</sup> or hazard quotient of 1. DC = non-industrial site direct contact pathway; GW = protection of groundwater.  
 8. Samples above were analyzed by APL, Inc. in Milwaukee, Wisconsin. WDNR Certification #241541591  
 9. Detections of analytes are bolded  
 10. -- not analyzed

# = NR 720 RCL Exceedance

Table 1c  
 Summary of Constituents Detected in Soil Samples  
 During November 2003 & April 2004 Investigations  
 Former Park East Freeway Redevelopment Area 3  
 City and County of Milwaukee, Wisconsin

	Non-Industrial RCL	GP-15	GP-16	GP-17	GP-18	GP-23	MW-124-1	GP-48	GP-48	GP-48	GP-48	GP-49
		6'-8' 11/5/03	6'-8' 11/5/03	6'-8' 11/5/03	6'-8' 11/5/03	4'-6' 11/6/03	6'-8' 11/6/03	14'-15' 4/21/04	0'-4' 4/21/04	4'-6' 4/21/04	6'-8' 4/21/04	8'-10' 4/21/04
Total Metals, mg/kg												
Chromium, Total	16,000					11.5						
Chromium, Hexavalent	14					<0.501						
Lead	250	507	132	13.3	145		65.9	7.36	11.5	208	440	10.6
Lead XRF Field Screening Result, mg/kg		253	68	0	125							
TCIP Lead, mg/l		0.0136										
PAHs, µg/kg												
Acenaphthene	38,000 <sup>GW</sup>	<166	<112	<118	<112		322	<108				
Acenaphthylene	700 <sup>GW</sup>	<332	<224	<236	<224		<252	<216				
Anthracene	3,000,000 <sup>GW</sup>	<166	285	<118	<112		<126	<108				
Benzo (a) anthracene	3,920 <sup>DC</sup>	<83.0	487	<59.0	<56.1		212	<54.1				
Benzo (a) pyrene	392 <sup>DC</sup>	<8.30	520	20.1	36.7		183	23.5				
Benzo (b) fluoranthene	3,920 <sup>DC</sup>	<83.0	583	<59.0	<56.1		219	<54.1				
Benzo (g,h,i) perylene	39,200 <sup>DC</sup>	<166	326	<118	<112		148	<108				
Benzo (k) fluoranthene	39,200 <sup>DC</sup>	<166	245	<118	<112		<126	<108				
Chrysene	37,000 <sup>DC</sup>	<166	501	<118	<112		234	<108				
Dibenz (a,h) anthracene	392 <sup>DC</sup>	<8.30	89.5	<5.90	<5.61		23.5	<5.41				
Fluoranthene	500,000 <sup>GW</sup>	<166	1,300	<118	<112		727	<108				
Fluorene	100,000 <sup>GW</sup>	<166	171	<118	<112		<126	<108				
Indeno (1,2,3-cd) pyrene	3,920 <sup>DC</sup>	<83.0	341	<59.0	<56.1		157	<54.1				
1-Methylnaphthalene	23,000 <sup>GW</sup>	<166	<112	<118	<112		<126	<108				
2-Methylnaphthalene	20,000 <sup>GW</sup>	<166	<112	<118	<112		147	<108				
Naphthalene	400 <sup>GW</sup>	<166	<112	<118	<112		<126	<108				
Phenanthrene	1,800 <sup>GW</sup>	<166	806	<118	<112		368	<108				
Pyrene	2,346,429 <sup>DC</sup>	<166	570	<118	<112		228	<108				

Notes: 1. Chromium analyzed using EPA Method 8110; hexavalent chromium analyzed using EPA Method 7196; lead analyzed using EPA Method 7121 or 8118

2. PAHs = polycyclic aromatic hydrocarbons analyzed using EPA Method 8310

3. mg/kg = milligrams per kilogram

4. µg/kg = micrograms per kilogram

5. All samples collected by RMT, Inc.

6. RCL = Residual Contaminant Level. RCLs listed show air chromium are the NR 72011 non-industrial table values for the direct contact pathway. The RCL listed for total lead is the lead cleanup level which the WDNR assigned to the Park East project in a 1/17/02 WDNR letter to the WEDOT. RCLs listed for PAHs (excluding perylene) are the maximum of a)

the generic RCL listed in WDNR Publication R8-519-97 for protection of groundwater and b) the direct contact RCL contained using methodology in WEDNR Publication R8-519-97 and using the NR 72011 (B) target risk of 1 x 10<sup>-6</sup> or hazard quotient of 1. DC = non-industrial site direct contact pathway GW - provision of groundwater

7. Samples above were analyzed by Great Lakes Analytical in Oak Creek, Wisconsin (WEDNR Certification 75-1100000) and in Buffalo Grove, Illinois (WEDNR Certification 09991760)

8. Detections of analytes are listed

9. ... not analyzed

# = NR 720 RCL Exceedance



**Table 3**  
**Summary of Constituents Detected in Groundwater Samples During November 2003 Investigation**  
**Former Park East Freeway Redevelopment Area 3**  
**City and County of Milwaukee, Wisconsin**

	NR 140 Standard		Well Identification			
	ES	PAL	MW-124-1			
			11/7/03	11/7/03	3/31/04	
Total Metals, mg/l						
Arsenic	50	5	<0.00500	--	<0.00500	
Barium	2,000	400	<0.400	--	<0.400	
Cadmium	5	0.5	<0.000500	--	<0.000500	
Chromium, Total	100	10	<0.0100	--	<0.0100	
Lead	15	1.5	<0.00150	--	<0.00150	
Mercury	2	0.2	<0.000200	--	<0.000200	
Selenium	50	10	<0.0100	--	<0.0100	
Silver	50	10	<0.0100	--	<0.0100	
VOCs (µg/l)						
Benzene	5	0.5	<0.352	<0.352	<0.500	
Chloroethane	400	80	<5.00	<5.00	<5.00	
Chloroform	6	0.6	<0.463	<0.463	<0.316	
1,1-Dichloroethane	850	85	<5.00	<5.00	<5.00	
1,2-Dichloroethane	5	0.5	<0.240	<0.240	<0.500	
1,1,1-Trichloroethane	7	0.7	<0.414	<0.414	<0.500	
cis-1,2-Dichloroethene	70	7	<5.00	<5.00	<5.00	
trans-1,2-Dichloroethene	100	20	<5.00	<5.00	<5.00	
Methylene Chloride	5	0.5	<0.641	<0.641	<0.386	
Tetrachloroethene	5	0.5	<0.479	<0.479	<0.500	
1,1,1-Trichloroethane	200	40	<5.00	<5.00	<5.00	
Trichloroethene	5	0.5	<0.396	<0.396	<0.500	
Vinyl Chloride	0.2	0.02	<0.652	<0.652	<0.217	

**Notes:**  
1. Arsenic analyzed using EPA Method 7060; barium, chromium and silver analyzed using EPA Method 8010; cadmium analyzed using EPA Method 7131; lead analyzed using EPA Method 7131; mercury analyzed using EPA Method 7470; and selenium analyzed using EPA Method 7440  
2. mg/l = milligrams per liter (ppm)  
3. VOCs = Volatile Organic Compounds analyzed using EPA Method 8260  
4. mg/l = micrograms per liter (ppb)  
5. Only compounds that have been detected in any of the above wells are shown here.  
6. NR 140 ES = Wisconsin Administrative Code Chapter NR 140 Enforcement Standard  
7. NR 140 PAL = Wisconsin Administrative Code Chapter NR 140 Preventive Action Limit  
8. Detections of analytes are bolded  
9. Samples above were analyzed by Great Lakes Analytical in Oak Creek, Wisconsin (WQNS Certification #84108330) and in Buffalo Grove, Illinois (WQNS Certification #99991716)

# = NR 140 ES exceedance

Table 1b  
 Summary of Constituents Detected in Soil Samples - June 26, 2003 Sampling Event  
 Former Park East Freeway Redevelopment Area 3  
 City and County of Milwaukee, Wisconsin

	Non-Industrial RCL	TP-10	TP-11	TP-12	TP-14	TP-15	TP-19	TP-13	TP-16	TP-17	TP-18
		10'	5'	5'	5'	5'	6'	5'	10'	10'	10'
		6/26/03	6/26/03	6/26/03	6/26/03	6/26/03	6/26/03	6/26/03	6/26/03	6/26/03	6/26/03
<b>Metals (mg/kg)</b>		<b>(Composite Sample)</b>			<b>(Composite Sample)</b>			<b>(Composite Sample)</b>			
Arsenic	5	3.33			<2.81			<3.00			
Barium		114			51.3			62.5			
Cadmium	8	<0.648			<0.562			<0.601			
Chromium, Total	14	12.8			16.1			10.1			
Lead	250	132			9.34			135			
Mercury		0.0607			0.0520			0.579			
Selenium		<3.24			<2.81			<3.00			
Silver		<3.24			<2.81			<3.00			
DRO, mg/kg	100	18.4	21.5	13.0	12.7	8.77	<5.86	13.9	10.0	10.1	31.9
GRO, mg/kg	100	<5.79	<5.79	<7.19	<5.87	<6.17	<5.86	<5.71	<5.92	<5.83	<5.74
<b>VOCs, µg/kg</b>											
Trimethylbenzenes		<50	<50	--	--	<50	31.8	<50	--	<50	--
1,2-Dichlorobenzene		<25	<25	--	--	<25	<25	<25	--	<25	--
Benzene	5.5	<25	<25	--	--	<25	<b>90.7</b>	<25	--	<b>284</b>	--
Ethylbenzene	2,900	<25	<25	--	--	<25	138	<25	--	50.2	--
Isopropyl Ether		<25	<25	--	--	<25	<25	<25	--	<25	--
Isopropylbenzene		<25	<25	--	--	<25	<25	<25	--	29.1	--
Xylenes	4,100	<25	30	--	--	<25	45	<25	--	60	--
n-Butylbenzene		<25	<25	--	--	<25	<25	<25	--	<25	--
n-Propylbenzene		<25	<25	--	--	<25	<25	<25	--	<25	--
Naphthalene	400 <sup>GW</sup>	40.2	108	--	--	<25	382	42.5	--	161	--
p-Isopropyltoluene		<25	<25	--	--	<25	<25	<25	--	<25	--
sec-Butylbenzene		<25	<25	--	--	<25	<25	<25	--	<25	--
Toluene	1,500	<25	<25	--	--	<25	<25	<25	--	<25	--
<b>PAHs, µg/kg</b>											
1-Methylnaphthalene	23,000 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
2-Methylnaphthalene	20,000 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Acenaphthene	38,000 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Acenaphthylene	700 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Anthracene	3,000,000 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Benzo (a) anthracene	3,920 <sup>DC</sup>	--	--	--	--	79.8	--	--	--	--	--
Benzo (a) pyrene	392 <sup>DC</sup>	--	--	--	--	72.4	--	--	--	--	--
Benzo (b) fluoranthene	3,920 <sup>DC</sup>	--	--	--	--	65.0	--	--	--	--	--
Benzo (g,h,i) perylene	39,200 <sup>DC</sup>	--	--	--	--	<128	--	--	--	--	--
Benzo (k) fluoranthene	39,200 <sup>DC</sup>	--	--	--	--	<128	--	--	--	--	--
Chrysene	37,000 <sup>DC</sup>	--	--	--	--	<128	--	--	--	--	--
Dibenz (a,h) anthracene	392 <sup>DC</sup>	--	--	--	--	<6.41	--	--	--	--	--
Fluoranthene	500,000 <sup>GW</sup>	--	--	--	--	253	--	--	--	--	--
Fluorene	100,000 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Indeno (1,2,3-cd) pyrene	3,920 <sup>DC</sup>	--	--	--	--	<64.1	--	--	--	--	--
Naphthalene	400 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Phenanthrene	1,800 <sup>GW</sup>	--	--	--	--	<128	--	--	--	--	--
Pyrene	2,346,429 <sup>DC</sup>	--	--	--	--	206	--	--	--	--	--

**Notes:**

1. RCRA Metals analyzed using EPA Method 6010 except for mercury which was analyzed using EPA Method 7471 [CONFIRM]
2. DRO = diesel range organic analyzed using the Wisconsin Modified Method
3. VOCs = Volatile Organic Compounds analyzed using EPA Method 8260 [CONFIRM]
4. mg/kg = milligrams per liter (ppm)
5. µg/kg = micrograms per liter (ppb)
6. RCL = Residual Contaminant Level. The RCL listed above for arsenic is the background arsenic concentration in southeastern Wisconsin soils according to USGS Professional Paper 1648. RCLs listed above for cadmium and chromium are the NR 720.11 non-industrial table value for the direct contact pathway (the total chromium sampling result is compared to the NR 720.11 RCL table value for hexavalent chromium in this table). The RCL listed for total lead is the lead cleanup level which the WDNR assigned to the Park East project in a 4/11/02 WDNR letter to the WisDOT. RCLs listed above for benzene, 1,2-dichloroethane, ethylbenzene, toluene and xylenes are the NR 720.09 table values for protection of groundwater. RCL listed for DRO is the more conservative NR 720.09 value. RCLs listed for PAHs (including naphthalene) are the more-stringent of a) the generic RCL listed in WDNR Publication RR-519-97 for the protection of groundwater and b) the direct contact RCL calculated using methodologies in WDNR Publication RR-519-97 and using the NR 720.19(5)(a) (target risk of  $1 \times 10^{-6}$  or hazard quotient of 1). DC - non-industrial site direct contact pathway; GW - protection of groundwater.
7. Samples above were analyzed by APL, Inc. in Milwaukee, Wisconsin; WDNR Certification #241340550 [CONFIRM]
8. Detections of analytes are bolded
9. -- not analyzed

**#** = NR 720 RCL Exceedance

# **Attachment L – DBE Information and Forms**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
**MILWAUKEE COUNTY**

**CONTRACT CLOSE-OUT**  
**DBE PAYMENT CERTIFICATION**

**Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.**

County Department Issuing Contract/Project: \_\_\_\_\_

Prime Contractor/Consultant: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

*Complete Section A if full payment has been made.*

*Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.*

**\*SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$ \_\_\_\_\_ total payment for work on the above referenced Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

**\*SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ \_\_\_\_\_ and will pay the balance of \$ \_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Prime Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Contractor/Consultant Signature)

\_\_\_\_\_  
(Print Name & Title)





**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT**

*SUBMIT WITH EACH PAYMENT REQUEST/INVOICE*

PAYMENT/INVOICE # \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 20 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

*List all DBE firms utilized in connection with this Project, even if not used during this reporting/billing period.*

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
(Name & Title) (Name & Title)



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

DBE Goal: \_\_\_\_\_

A	V	Name & Address of DBE <sup>(*)</sup>	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

[\* Separate commitment form must be completed for each DBE firm]

### Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Notary Public

State of \_\_\_\_\_ . My Commission expires \_\_\_\_\_.

[SEAL]

\* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* shall be credited on this contract

### DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

\_\_\_\_\_  
Signature of Authorized DBE Representative

\_\_\_\_\_  
Name & Title of Authorized DBE Representative

\_\_\_\_\_  
Date

**FOR CBDP USE ONLY:** (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

### ADDITIONAL INFORMATION & REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.  
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **CONTRACT ADJUSTMENTS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, extra work, etc., is required to increase the amount of DBE participation proportionally, as participation is based upon total contract price.
4. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice-To-Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
5. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
6. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
7. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions on forms or related to Milwaukee County's DBE Program, please contact  
**Mark Phillips / [mark.phillips@milwcnty.com](mailto:mark.phillips@milwcnty.com) / 414.278.5104**



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the contract bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_ of \_\_\_\_\_, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)


I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract, as demonstrated by my responses to the following questions:

### **A. Identifying Contractible Work Items**

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting DBE goals. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?


**B. Notifying DBE Firms of Contracting Opportunities**

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of DBE firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: Telephone \_\_\_\_\_ Correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing DBEs With Assistance**

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:


7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant:


8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.


**D. Soliciting Proposal/Quotes From Interested DBE Firms**

Bidder/Proposer must solicit quotes in good faith with interested DBE firms. Quotes, proposals and/or bids, from interested DBE firms shall not be rejected without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the contractor/consultant to submit information on certain other actions taken to secure DBE participation in an effort to meet the contract goal.

### **AFFIDAVIT OF CERTIFICATION**

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

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

Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

# **GUIDANCE CONCERNING GOOD FAITH EFFORTS**

When Milwaukee County assigns a DBE contract goal, a bidder/proposer shall, in order to be responsive, make good faith efforts to meet the DBE goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts toward that end. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

In any situation in which Milwaukee County has established a contract goal, 49 CFR, part 26, requires the use of the good faith effort mechanism delineated herein. CBDP will make a fair and reasonable judgment as to whether a bidder/proposer that did not meet the goal made adequate good faith efforts according to these requirements. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. CBDP determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

The following is a list of types of actions, which Milwaukee County will consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Soliciting, through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices), the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor/consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
  - a. It is the contractor/consultant's responsibility to make a portion of the work available to DBE contractors and to select those portions of the work consistent with the available DBE contractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - b. A contractor/consultant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into

consideration. However, **the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable.** Also, the ability or desire of a contractor/consultant to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime contractors/consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor/consultant's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor/consultant's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by Milwaukee County or the contractor/consultant.
7. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a contractor/consultant has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the DBE contract goal. For example, when the apparent successful contractor/consultant fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful contractor/consultant could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other contractors/consultants, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

## Pt. 26, App. A

assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003]

### APPENDIX A TO PART 26—GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types

## 49 CFR Subtitle A (10-1-09 Edition)

of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or

associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organi-

zations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

# **Attachment M – Prevailing Wage Information**

**Department of Workforce Development  
Final Determination  
Annual Prevailing Wage Rate Survey Data  
MILWAUKEE COUNTY**  
Compiled by the State of Wisconsin  
For All Public Works Projects, Except State Highways  
Effective January 1st, 2013  
05/24/2013 04:30:44 PM

Total Rows Found = 252

DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS.					
<b>BUILDING OR HEAVY CONSTRUCTION</b>					
Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.					
					Change
SKILLED TRADES					Date
		HBR	FB's	Total	
101	Acoustic Ceiling Tile Installer	\$32.93	\$19.81	\$52.74	
Future Note: Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.					
102	Boilermaker	\$31.09	\$27.23	\$58.32	
103	Bricklayer, Blocklayer or Stonemason	\$35.80	\$16.87	\$52.67	
Future Note: Add \$1.45/hr on 6/01/2013					
Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.					
104	Cabinet Installer	\$32.93	\$19.81	\$52.74	
Future Note: Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.					
105	Carpenter	\$32.93	\$19.81	\$52.74	
Future Note: Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.					
Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.					
106	Carpet Layer or Soft Floor Coverer	\$33.43	\$19.21	\$52.64	
107	Cement Finisher	\$32.57	\$17.03	\$49.60	
108	Drywall Taper or Finisher	\$29.87	\$18.79	\$48.66	
109	Electrician	\$32.20	\$21.71	\$53.91	
Future Note: Add \$1.60/hr on 6/1/2013.					
Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &					

	Christmas Day.				
110	Elevator Constructor	\$41.71	\$23.88	\$65.59	
111	Fence Erector	\$28.00	\$4.50	\$32.50	
112	Fire Sprinkler Fitter	\$37.45	\$19.30	\$56.75	
113	Glazier	\$34.19	\$18.25	\$52.44	
114	Heat or Frost Insulator	\$33.93	\$23.26	\$57.19	
115	Insulator (Batt or Blown)	\$27.47	\$19.16	\$46.63	
116	Ironworker	\$31.31	\$21.99	\$53.30	
117	Lather	\$33.43	\$19.31	\$52.74	
118	Line Constructor (Electrical)	\$37.05	\$16.94	\$53.99	
119	Marble Finisher	\$20.00	\$0.00	\$20.00	
120	Marble Mason	\$35.58	\$16.37	\$51.95	
121	Metal Building Erector	\$18.50	\$3.20	\$21.70	
122	Millwright	\$28.28	\$24.19	\$52.47	
123	Overhead Door Installer	\$27.30	\$3.28	\$30.58	
124	Painter	\$29.27	\$18.18	\$47.45	
125	Pavement Marking Operator	\$30.00	\$0.00	\$30.00	
126	Piledriver	\$29.06	\$25.46	\$54.52	
	Future Note: Add \$.75/hr on 6/3/2013.				
	Premium Note: Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
127	Pipeline Fuser or Welder (Gas or Utility)	\$31.18	\$19.29	\$50.47	
129	Plasterer	\$32.06	\$17.68	\$49.74	
130	Plumber	\$36.47	\$19.47	\$55.94	01/09/2013
	Future Note: Add \$1.00/hr 6/1/2013; Add \$1.00/hr 6/1/2014.				
132	Refrigeration Mechanic	\$37.76	\$19.99	\$57.75	01/09/2013
133	Roofer or Waterproofer	\$29.40	\$15.55	\$44.95	
134	Sheet Metal Worker	\$36.17	\$18.00	\$54.17	
	Future Note: Add \$1.41/hour 6/1/2013; Add \$1.56/hour 6/1/2014.				
135	Steamfitter	\$37.76	\$19.99	\$57.75	01/09/2013
137	Teledata Technician or Installer	\$24.75	\$16.08	\$40.83	
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
138	Temperature Control Installer	\$37.31	\$19.49	\$56.80	01/09/2013
139	Terrazzo Finisher	\$26.57	\$16.50	\$43.07	
	Future Note: Add \$.80 on 6/1/2013				
140	Terrazzo Mechanic	\$29.51	\$17.63	\$47.14	
141	Tile Finisher	\$22.27	\$6.52	\$28.79	
142	Tile Setter	\$29.70	\$16.05	\$45.75	
143	Tuckpointer, Caulker or Cleaner	\$34.35	\$11.13	\$45.48	
144	Underwater Diver (Except on Great Lakes)	\$34.16	\$15.31	\$49.47	
146	Well Driller or Pump Installer	\$25.32	\$15.45	\$40.77	
	Future Note: Add \$.20/hr on 06/01/2013.				

147	Siding Installer	\$37.20	\$17.01	\$54.21	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$28.24	\$15.10	\$43.34	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$29.64	\$14.64	\$44.28	02/14/2013
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$25.94	\$13.57	\$39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$24.08	\$12.96	\$37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$24.00	\$11.57	\$35.57	
					<b>Change</b>
<b>TRUCK DRIVERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
201	Single Axle or Two Axle	\$33.32	\$17.60	\$50.92	
203	Three or More Axle	\$18.00	\$9.50	\$27.50	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$33.52	\$17.60	\$51.12	
Future Note: Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.					
205	Pavement Marking Vehicle	\$20.85	\$11.02	\$31.87	
207	Truck Mechanic	\$18.00	\$9.50	\$27.50	
					<b>Change</b>
<b>LABORERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
301	General Laborer	\$28.82	\$16.11	\$44.93	
Premium Note: Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.					
302	Asbestos Abatement Worker	\$18.00	\$0.00	\$18.00	
303	Landscaper	\$11.00	\$3.97	\$14.97	
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	\$19.69	\$16.03	\$35.72	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$17.24	\$15.03	\$32.27	
314	Railroad Track Laborer	\$14.50	\$3.53	\$18.03	
315	Final Construction Clean-Up Worker	\$28.82	\$15.61	\$44.43	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: SITE PREPARATION, UTILITY, OR LANDSCAPING WORK ONLY</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Bor...	\$33.82	\$17.60	\$51.42	
Future Note: Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.					
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry E...	\$33.52	\$17.60	\$51.12	
Future Note: Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour					

	6/1/2015; Add \$1.60/hour 5/30/2016.				
503	<b>Air Compressor (&amp;/or 400 CFM or Over); Augers (Vertical &amp; Horizontal); Compactor (Self-Propelled 84 ...</b>	\$33.52	\$17.60	\$51.12	
	Future Note: Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.				
504	<b>Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.</b>	\$37.45	\$19.45	\$56.90	
505	<b>Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge E...</b>	\$38.80	\$20.17	\$58.97	
	Future Note: Add \$2.19/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.				
	Premium Note: Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).				
506	<b>Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...</b>	\$34.50	\$20.04	\$54.54	
	Future Note: Add \$2.08/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.				
507	<b>Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Opera...</b>	\$28.70	\$19.86	\$48.56	
	Future Note: Add \$1.88/hr on 01/01/2013; Add \$2.00/hr on 01/01/2014.				
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: EXCLUDING SITE PREPARATION, UTILITY, PAVING, OR LANDSCAPING WORK</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
508	<b>Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachm...</b>	\$39.16	\$19.10	\$58.26	
	Premium Note: Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.				
509	<b>Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizon...</b>	\$38.66	\$19.10	\$57.76	
	Premium Note: Crane Operators with CCO certification add \$.50/hr.				
510	<b>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...</b>	\$38.16	\$19.10	\$57.26	
	Premium Note: Crane Operators with CCO certification add \$.50/hr.				
511	<b>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Bulldozer or Endloader (Ove...</b>	\$37.47	\$19.10	\$56.57	
512	<b>Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft ...</b>	\$33.82	\$17.60	\$51.42	
	Future Note: Add \$0.75/hour 6/3/2013; Add \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.				
513	<b>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers</b>	\$30.44	\$19.10	\$49.54	

	(Vertical &...				
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	\$34.89	\$20.59	\$55.48	
	Future Note: Add \$2/hr on 1/1/2013.				
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	\$32.26	\$17.95	\$50.21	
	Future Note: Add \$1.60/hr on 06/01/2013; Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015				
516	Fiber Optic Cable Equipment	\$20.00	\$7.88	\$27.88	
<b>DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS.</b>					
<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>					
Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).					
					<b>Change</b>
<b>SKILLED TRADES</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
103	Bricklayer, Blocklayer or Stonemason	\$35.80	\$16.87	\$52.67	
	Future Note: Add \$1.45/hr on 6/01/2013				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
105	Carpenter	\$32.93	\$19.81	\$52.74	
	Future Note: Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
107	Cement Finisher	\$30.68	\$16.75	\$47.43	
109	Electrician	\$32.20	\$21.71	\$53.91	
	Future Note: Add \$1.60/hr on 6/1/2013.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	Fence Erector	\$28.00	\$4.50	\$32.50	
116	Ironworker	\$30.90	\$19.11	\$50.01	
118	Line Constructor (Electrical)	\$37.05	\$16.94	\$53.99	
125	Pavement Marking Operator	\$28.10	\$15.00	\$43.10	
126	Piledriver	\$29.56	\$24.96	\$54.52	
130	Plumber	\$36.97	\$17.66	\$54.63	
135	Steamfitter	\$38.26	\$19.49	\$57.75	01/09/2013
137	Teledata Technician or Installer	\$24.65	\$15.67	\$40.32	
143	Tuckpointer, Caulker or Cleaner	\$34.35	\$11.13	\$45.48	
144	Underwater Diver (Except on Great Lakes)	\$37.45	\$19.45	\$56.90	
146	Well Driller or Pump Installer	\$21.00	\$2.23	\$23.23	

150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$28.24	\$15.10	\$43.34	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$29.64	\$14.64	\$44.28	02/14/2013
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$25.94	\$13.57	\$39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$24.08	\$12.96	\$37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$21.75	\$11.90	\$33.65	
					<b>Change</b>
<b>TRUCK DRIVERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
201	Single Axle or Two Axle	\$25.87	\$13.00	\$38.87	
203	Three or More Axle	\$18.00	\$0.00	\$18.00	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$31.89	\$17.98	\$49.87	
205	Pavement Marking Vehicle	\$20.85	\$11.02	\$31.87	
207	Truck Mechanic	\$17.00	\$0.00	\$17.00	
					<b>Change</b>
<b>LABORERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
301	General Laborer	\$28.95	\$16.11	\$45.06	
	Premium Note: Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.				
303	Landscaper	\$26.92	\$12.51	\$39.43	
304	Flagperson or Traffic Control Person	\$23.55	\$13.45	\$37.00	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$17.24	\$15.03	\$32.27	
314	Railroad Track Laborer	\$14.50	\$3.53	\$18.03	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: SEWER, WATER OR TUNNEL CONSTRUCTION</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$35.12	\$18.46	\$53.58	
	Future Note: Add \$1/hr on 6/2/2013.				
	Premium Note: Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50 at 400 Ton / Add \$2/hr at 500 Ton & Over.				
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lb...	\$35.36	\$19.15	\$54.51	
	Premium Note: Add \$.25/hr for operating tower crane.				
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal o...	\$34.41	\$19.15	\$53.56	
	Premium Note: Add \$.25/hr for operating tower crane.				
524	Backfiller; Broom or Sweeper; Bulldozer or	\$31.89	\$18.11	\$50.00	

	Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft ...				
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$31.96	\$19.15	\$51.11	
	Premium Note: Add \$.25/hr for operating tower crane.				
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	\$30.44	\$19.10	\$49.54	
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$37.45	\$19.45	\$56.90	
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge ...	\$37.45	\$19.45	\$56.90	
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$27.75	\$19.15	\$46.90	
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...	\$27.75	\$19.15	\$46.90	
<b>DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS.</b>					
<b>AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION</b>					
Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).					
					<b>Change</b>
<b>SKILLED TRADES</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
103	Bricklayer, Blocklayer or Stonemason	\$35.58	\$19.20	\$54.78	
105	Carpenter	\$32.93	\$19.81	\$52.74	
	Future Note: Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/2014.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
107	Cement Finisher	\$30.69	\$17.53	\$48.22	
	Future Note: Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
109	Electrician	\$31.54	\$21.14	\$52.68	
111	Fence Erector	\$28.00	\$4.50	\$32.50	
116	Ironworker	\$31.31	\$21.99	\$53.30	
118	Line Constructor (Electrical)	\$31.29	\$15.34	\$46.63	
124	Painter	\$29.22	\$16.69	\$45.91	
125	Pavement Marking Operator	\$29.22	\$16.69	\$45.91	

126	Piledriver	\$29.56	\$23.86	\$53.42	
133	Roofer or Waterproofor	\$29.40	\$15.05	\$44.45	
137	Teledata Technician or Installer	\$24.65	\$15.67	\$40.32	
143	Tuckpointer, Caulker or Cleaner	\$34.35	\$11.13	\$45.48	
144	Underwater Diver (Except on Great Lakes)	\$37.45	\$19.45	\$56.90	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$29.64	\$17.06	\$46.70	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$30.60	\$14.64	\$45.24	02/14/2013
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$25.94	\$13.57	\$39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$24.08	\$12.96	\$37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$21.75	\$11.90	\$33.65	
					<b>Change</b>
<b>TRUCK DRIVERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
201	Single Axle or Two Axle	\$33.22	\$18.90	\$52.12	
203	Three or More Axle	\$23.31	\$17.13	\$40.44	02/14/2013
	Future Note: Add \$1.85/hr on 6/1/2013.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$27.77	\$19.90	\$47.67	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
205	Pavement Marking Vehicle	\$23.84	\$14.90	\$38.74	
206	Shadow or Pilot Vehicle	\$33.22	\$18.90	\$52.12	
207	Truck Mechanic	\$22.50	\$16.19	\$38.69	
					<b>Change</b>
<b>LABORERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
301	General Laborer	\$25.39	\$18.40	\$43.79	
	Future Note: Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.				
	Premium Note: Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on				

	projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).				
302	<b>Asbestos Abatement Worker</b>	\$18.00	\$0.00	\$18.00	
303	<b>Landscaper</b>	\$25.39	\$18.40	\$43.79	
	Future Note: Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).				
304	<b>Flagperson or Traffic Control Person</b>	\$21.88	\$18.40	\$40.28	
	Future Note: Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
311	<b>Fiber Optic Laborer (Outside, Other Than Concrete Encased)</b>	\$17.24	\$15.03	\$32.27	
314	<b>Railroad Track Laborer</b>	\$14.50	\$3.53	\$18.03	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: AIRPORT, PAVEMENT, OR STATE HIGHWAY CONSTRUCTION</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
531	<b>Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &amp;/or Jib Lengths Measuring 176 Ft or...</b>	\$35.22	\$19.90	\$55.12	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
532	<b>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...</b>	\$34.72	\$19.90	\$54.62	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
533	<b>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; Sca...</b>	\$34.22	\$19.90	\$54.12	01/09/2013
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day &				

	Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
534	<b>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, ...</b>	\$33.96	\$19.90	\$53.86	01/09/2013
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
535	<b>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &amp;...</b>	\$33.67	\$19.90	\$53.57	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
536	<b>Fiber Optic Cable Equipment.</b>	\$20.00	\$7.88	\$27.88	
537	<b>Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.</b>	\$37.45	\$19.45	\$56.90	
538	<b>Work Performed on the Great Lakes Including 70 Ton &amp; Over Tug Operator; Assistant Hydraulic Dredge E...</b>	\$37.45	\$19.45	\$56.90	
539	<b>Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...</b>	\$27.75	\$19.15	\$46.90	
540	<b>Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operat...</b>	\$27.75	\$19.15	\$46.90	
<b>DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS.</b>					
<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>					
Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).					
					<b>Change</b>
<b>SKILLED TRADES</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
103	<b>Bricklayer, Blocklayer or Stonemason</b>	\$33.00	\$15.00	\$48.00	
105	<b>Carpenter</b>	\$30.16	\$15.31	\$45.47	
107	<b>Cement Finisher</b>	\$28.73	\$17.03	\$45.76	
109	<b>Electrician</b>	\$32.20	\$21.71	\$53.91	
	Future Note: Add \$1.60/hr on 6/1/2013.				
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New				

	Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
111	Fence Erector	\$28.00	\$4.50	\$32.50	
116	Ironworker	\$31.31	\$21.99	\$53.30	
118	Line Constructor (Electrical)	\$37.05	\$16.94	\$53.99	
124	Painter	\$29.27	\$18.18	\$47.45	
125	Pavement Marking Operator	\$28.10	\$15.00	\$43.10	
126	Piledriver	\$29.56	\$24.96	\$54.52	
133	Rofer or Waterproofer	\$29.40	\$15.05	\$44.45	
137	Teledata Technician or Installer	\$24.65	\$15.67	\$40.32	
143	Tuckpointer, Caulker or Cleaner	\$34.35	\$11.13	\$45.48	
144	Underwater Diver (Except on Great Lakes)	\$37.45	\$19.45	\$56.90	
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	\$29.64	\$14.55	\$44.19	
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	\$30.60	\$14.64	\$45.24	02/14/2013
	Premium Note: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.				
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$25.94	\$13.57	\$39.51	
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	\$24.08	\$12.96	\$37.04	
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	\$21.75	\$11.90	\$33.65	
					<b>Change</b>
<b>TRUCK DRIVERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
201	Single Axle or Two Axle	\$25.87	\$13.00	\$38.87	
203	Three or More Axle	\$17.00	\$0.00	\$17.00	
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	\$32.39	\$18.46	\$50.85	
	Future Note: Add \$1/hr on 6/2/2013.				
205	Pavement Marking Vehicle	\$20.85	\$11.02	\$31.87	
206	Shadow or Pilot Vehicle	\$25.87	\$13.00	\$38.87	
207	Truck Mechanic	\$17.00	\$0.00	\$17.00	
					<b>Change</b>
<b>LABORERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
301	General Laborer	\$22.31	\$18.64	\$40.95	
303	Landscaper	\$28.07	\$13.90	\$41.97	
	Future Note: Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).				
304	Flagperson or Traffic Control Person	\$24.70	\$13.90	\$38.60	

	Future Note: Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.				
311	<b>Fiber Optic Laborer (Outside, Other Than Concrete Encased)</b>	\$17.24	\$15.03	\$32.27	
314	<b>Railroad Track Laborer</b>	\$14.50	\$3.53	\$18.03	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: CONCRETE PAVEMENT OR BRIDGE WORK ONLY</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
541	<b>Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity ...</b>	\$35.22	\$19.90	\$55.12	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
542	<b>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...</b>	\$34.72	\$19.90	\$54.62	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
543	<b>Air Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Automatic Subgrader (Concret...</b>	\$34.22	\$19.90	\$54.12	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
544	<b>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tract...</b>	\$33.96	\$19.90	\$53.86	
	Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.				
	Premium Note: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .				
545	<b>Air Compressor (&amp;/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Con...</b>	\$33.02	\$17.60	\$50.62	

546	Fiber Optic Cable Equipment.	\$20.00	\$7.88	\$27.88	
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	\$37.45	\$19.45	\$56.90	
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge E...	\$37.45	\$19.45	\$56.90	
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Crane...	\$27.75	\$19.15	\$46.90	
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operat...	\$27.75	\$19.15	\$46.90	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: ASPHALT PAVEMENT OR OTHER WORK</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity ...	\$39.16	\$19.10	\$58.26	
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, To...	\$32.92	\$18.46	\$51.38	
Future Note: Add \$1/hr on 6/2/2013.					
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Sc...	\$32.67	\$18.44	\$51.11	
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment)...	\$33.67	\$19.55	\$53.22	
Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.					
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical &...	\$33.67	\$19.55	\$53.22	
Future Note: Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.					
556	Fiber Optic Cable Equipment.	\$20.00	\$7.88	\$27.88	
<b>DO NOT USE THE DATA INDICATED BELOW FOR BIDDING OR FOR WORK PERFORMED ON A SPECIFIC PUBLIC WORKS PROJECT. WAGE RATE CORRECTIONS ARE INDICATED BY THE CHANGE DATE. OFFICAL WAGE RATES TO BE USED ARE CONTAINED IN THE PROJECT SPECIFICATIONS.</b>					
<b>RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>					
Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.					
					<b>Change</b>
<b>SKILLED TRADES</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>

101	Acoustic Ceiling Tile Installer	\$19.50	\$10.98	\$30.48	
102	Boilermaker	\$31.09	\$27.23	\$58.32	
103	Bricklayer, Blocklayer or Stonemason	\$25.00	\$12.36	\$37.36	
104	Cabinet Installer	\$26.00	\$2.61	\$28.61	
105	Carpenter	\$33.43	\$7.16	\$40.59	
106	Carpet Layer or Soft Floor Coverer	\$32.93	\$21.85	\$54.78	
107	Cement Finisher	\$23.32	\$6.27	\$29.59	
108	Drywall Taper or Finisher	\$29.87	\$18.79	\$48.66	
109	Electrician	\$24.50	\$8.96	\$33.46	
110	Elevator Constructor	\$41.71	\$23.88	\$65.59	
111	Fence Erector	\$13.00	\$1.07	\$14.07	
112	Fire Sprinkler Fitter	\$37.45	\$19.30	\$56.75	
113	Glazier	\$22.00	\$2.09	\$24.09	
114	Heat or Frost Insulator	\$35.00	\$0.00	\$35.00	
115	Insulator (Batt or Blown)	\$12.82	\$0.00	\$12.82	
116	Ironworker	\$30.90	\$19.11	\$50.01	
117	Lather	\$33.43	\$7.16	\$40.59	
119	Marble Finisher	\$16.50	\$2.38	\$18.88	
120	Marble Mason	\$25.00	\$12.36	\$37.36	
121	Metal Building Erector	\$17.00	\$2.62	\$19.62	
123	Overhead Door Installer	\$25.00	\$19.00	\$44.00	
124	Painter	\$23.50	\$3.73	\$27.23	
125	Pavement Marking Operator	\$28.10	\$15.00	\$43.10	
129	Plasterer	\$20.00	\$0.00	\$20.00	
130	Plumber	\$36.97	\$18.42	\$55.39	01/09/2013
132	Refrigeration Mechanic	\$24.75	\$10.42	\$35.17	01/09/2013
133	Rofer or Waterproofer	\$29.40	\$15.55	\$44.95	
134	Sheet Metal Worker	\$28.15	\$15.14	\$43.29	
135	Steamfitter	\$38.26	\$19.49	\$57.75	01/09/2013
137	Teledata Technician or Installer	\$18.85	\$5.00	\$23.85	
138	Temperature Control Installer	\$22.00	\$1.10	\$23.10	01/09/2013
139	Terrazzo Finisher	\$26.57	\$16.00	\$42.57	
140	Terrazzo Mechanic	\$30.01	\$17.13	\$47.14	
141	Tile Finisher	\$20.60	\$3.53	\$24.13	
142	Tile Setter	\$20.43	\$8.03	\$28.46	
143	Tuckpointer, Caulker or Cleaner	\$32.50	\$2.84	\$35.34	
146	Well Driller or Pump Installer	\$27.60	\$0.00	\$27.60	
147	Siding Installer	\$16.00	\$0.62	\$16.62	
					<b>Change</b>
<b>TRUCK DRIVERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
201	Single Axle or Two Axle	\$16.25	\$4.60	\$20.85	
203	Three or More Axle	\$17.10	\$1.78	\$18.88	
205	Pavement Marking Vehicle	\$20.85	\$11.02	\$31.87	
207	Truck Mechanic	\$19.00	\$1.85	\$20.85	
					<b>Change</b>

<b>LABORERS</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
301	General Laborer	\$18.00	\$6.16	\$24.16	
302	Asbestos Abatement Worker	\$18.00	\$0.00	\$18.00	
303	Landscaper	\$11.00	\$0.00	\$11.00	
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	\$17.24	\$15.03	\$32.27	
315	Final Construction Clean-Up Worker	\$15.00	\$0.00	\$15.00	
					<b>Change</b>
<b>HEAVY EQUIPMENT OPERATORS: RESIDENTIAL OR AGRICULTURAL CONSTRUCTION</b>		<b>HBR</b>	<b>FB's</b>	<b>Total</b>	<b>Date</b>
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); ...	\$23.35	\$5.58	\$28.93	
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Beltin...	\$21.10	\$0.87	\$21.97	

Municode - Microsoft Internet Explorer provided by Milwaukee County

http://library.municode.com/index.aspx?clientId=12596

File Edit View Favorites Tools Help

Municode

BUY PUBLICATION MY DASHBOARD HELP LOG IN VIEW MOBILE SITE

Search  in: All GO SEARCH TIPS

CodeBank: Current Version Hide TOC RESULTS HISTORY ORD. BANK Save Print Email

Chapter 11 - MILLER PARK  
 Chapter 12 - COMMUNITY DEVELOPMENT CITIZENS ADVISORY  
 Chapter 13 - GUIDELINES FOR COUNTY DEPARTMENTS ESTABLISHMENT SUPPORT GROUPS  
 Chapter 14 - REGULATION OF LOBBYING  
 Chapter 15 - DISBURSEMENT OF MONEY FROM THE COUNTY  
 Chapter 16 - CARE MANAGEMENT ORGANIZATION (CMO) GOVERNANCE  
 Chapter 17 - CLASSIFICATION SALARY STANDARDIZATION ORGANIZATION  
 Chapter 19 - FINGERPRINTING OF COUNTY EMPLOYEES  
 Chapter 20 - COST OF MAINTENANCE OF PRISONERS  
 Chapter 22 - SALES AND USE TAXES  
 Chapter 23 - SOLICITING AND SELLING ON COUNTY PROPERTY  
 Chapter 24 - POSSESSION AND USE OF MARIJUANA  
 Chapter 25 - EXPOSING MINORS TO HARMFUL MATERIALS  
 Chapter 26 - CAT LICENSE TAX AND FUND  
 Chapter 27 - SAFEKEEPING OF UNCLAIMED FUNDS AND SECURED CREDITORS  
 Chapter 28 - DISTRIBUTION OF HUNTING AND FISHING LICENSES  
 Chapter 29 - DOG LICENSE TAX AND FUND  
 Chapter 30 - MINIMUM WAGES  
 Chapter 31 - Responsibility of Certain County Contractors to Resolve Disputes  
 Chapter 32 - DEPARTMENT OF ADMINISTRATION  
 Chapter 33 - PERSONNEL REVIEW BOARD  
 Chapter 34 - OFFICE OF THE COMPTROLLER  
 Chapter 36 - CAPITAL IMPROVEMENTS COMMITTEE  
 Chapter 38 - COUNTY CONDEMNATION COMMISSIONER  
 Chapter 39 - DISPOSAL OF REFUSE OR WASTE  
 Chapter 40 - PARKWAY GRADES  
 Chapter 41 - WIDTHS OF COUNTY HIGHWAYS  
 Chapter 42 - DISADVANTAGED BUSINESS ENTERPRISE AND ALTERNATIVE DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION IN CONTRACTS  
 Chapter 43 - BIDDERS QUALIFICATION STATEMENT ON PUBLIC WORKS CONTRACTS  
 Chapter 44 - PUBLIC WORKS CONTRACTS  
 Chapter 45 - DIRECTOR OF HUMAN SERVICES  
 Chapter 46 - DEPARTMENT OF HUMAN SERVICES  
 Chapter 47 - PARKS AND PARKWAYS  
 Chapter 48 - HORSEBACK RIDING  
 Chapter 49 - SYSTEM OF PARKS AND PARKWAYS  
 Chapter 50 - ZOOLOGICAL DEPARTMENT  
 Chapter 51 - COUNTY ADVISORY COMMISSION ON HUMAN RIGHTS  
 Chapter 52 - PRINTING CONTRACTS  
 Chapter 53 - COUNTY COMMISSION ON AGING

works contract, after the signing of such contract, deems an emergency to exist with respect to the performance of such contract or some portion thereof, and declares such an emergency to exist by so ordering the contractor in writing, that the work on the contract or some portion thereof shall be carried on in excess of ten (10) hours per day or forty (40) hours per week, it shall be the duty of the county to reimburse the contractor over and above the price agreed upon for the performance of such work in the amount of the premium paid for overtime work, or work performed at times other than the normal workday or work week, in accordance with the prevailing overtime wage rates plus any premium paid for necessary materials because of delivery during times other than the normal workday or work week. No such order shall be given unless sufficient unencumbered funds specifically allocated to the project are on hand to pay for all overtime and premium payments which will accrue because of the contractor's proceeding in response to such order.

(2) The term "emergency" as used in this chapter means unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the contract or which endanger life or property and call for immediate action or remedy.

**30.02. - Determination of appropriate classifications and prevailing wage on county public works projects.**

(1) Each contractor, subcontractor or agent performing work on a county project shall staff and pay its workforce the minimum wage according to the Prevailing Wage Rate Determination issued by the State of Wisconsin, Department of Workforce Development for Milwaukee County as modified in paragraph (2). Such wage rates shall be kept on file in the office of the county clerk and the department of public works.

(2) Each employee of each contractor shall be paid according to the classification the employee is in as set forth in paragraph (1) above, and the wage paid shall be the minimum prevailing wage, expressed as the sum of a minimum hourly based wage rate and minimum hourly fringe benefits, as set forth in the Prevailing Wage Rate Determination issued by the State of Wisconsin Department of Workforce Development for Milwaukee County. For Milwaukee County projects, the prevailing wage rate determination is modified to include all truck drivers who deliver mineral or non-mineral aggregate materials such as sand, gravel, stone, slag, clay, topsoil, fill dirt, boulders, mixed earth, or similar material or who deliver concrete, ready-mix, asphalt and macadam to a public works project. All such truck drivers shall be treated as though they were drivers delivering material covered by the prevailing wage rate determination. Such prevailing wages shall be in effect for each such employee from the date of the filing of the schedule.

(3) All contractors and subcontractors on a county project shall include with their requests for payment the hourly wages due each employee, by name and appropriate job classification, as determined in paragraph (1) and (2) above.

(4) All contractors and subcontractors on any such public works shall be deemed to have notice of the current prevailing wage rate determination as set forth in paragraph (1) above.

(5) Regardless of the date on which certain and specific minimum wage sums become due and owing based upon the current prevailing wage rate determination in paragraph (1), contractors and subcontractors shall be obliged to pay particular sums of the minimum wage as such particular sums become due according to the current prevailing wage rate determination and any future increases under paragraph (1).

Provisions of this chapter shall apply only to such work as is actually performed by contractors and subcontractors on the premises on which said public works of the county are situated. Where the county proposes to lease premises for a term longer than five (5) years, where those premises shall require renovation, refurbishment or substantial remodeling or modification to meet the needs of the county, the responsible county officers and agents shall negotiate a lease with the lessor requiring contractors and subcontractors involved in the proposed project to comply with chapters 30 and 42 of the Code.

**30.04. - Audit authority; complaints and filing fees; penalties; hearings; duty of contractor and subcontractor to make and keep payroll records; proof of compliance with chapter 30.**

(1) *Audit authority.* Every contract for the performance of a public work of the county shall require every contractor to permit the county, by its duly authorized representatives, to audit payroll records of the contractor relating to the county contract at all times during the performance of the contract and for three (3) years after completion thereof. If requested by any person upon the payment of the deposit fee and filing of the verified complaint described below the county shall audit the payroll

Done, but with errors on page. Internet 100%

# **Attachment N – Model Development Agreement**

## DEVELOPMENT AGREEMENT

### PARK EAST CORRIDOR DEVELOPMENT OF BLOCK \_\_\_\_

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between MILWAUKEE COUNTY (the "County"), \_\_\_\_\_, a \_\_\_\_\_ limited liability company (hereinafter "Developer") and \_\_\_\_\_ (hereinafter "\_\_\_\_") who is the managing member of \_\_\_\_\_ and the guarantor of its obligations hereunder.

### RECITALS

On or about the date herewith, the Developer is acquiring certain property in the City of Milwaukee, Milwaukee County, Wisconsin as more fully described on **Exhibit A** attached hereto (the "Property") from the County pursuant to a certain Option to Purchase dated \_\_\_\_, 200\_\_ and attached hereto as **Exhibit B** (the "Option Agreement"). The Property is comprised of Lots \_\_ and \_\_, Block \_\_ and the alley located between Lots \_\_ and \_\_, Block \_\_ in the City of Milwaukee Park East Redevelopment Plat (the "Redevelopment Plan") and also identified as Block \_\_ of the Park East Development Plat, \_\_\_\_ of the Milwaukee River. The Property consists of approximately \_\_\_\_ acres of land and is located within the former Park East Freeway Corridor in the City of Milwaukee. The parties now desire to enter into this Agreement to set forth the terms and conditions by which the Property will be developed and to establish certain additional covenants and restrictions for the benefit of the Property acquired by the Developer.

### AGREEMENT

In consideration of the mutual covenants and agreements contained herein and in the Option Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms used herein shall have the following meanings:

(a) "Building" means the improvements to be initially constructed by the Developer on the Property in conformity with plans and specifications approved by the County and the City of Milwaukee, all as more particularly described on **Exhibit C**.

(b) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), fees and expenses of defense of any claim and of any settlement or judgment, including without limitation attorneys'

fees and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property, including without limitation: (i) damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including without limitation, lost profits, consequential damages, interest and penalties, including, but not limited to, claims brought on behalf of employees of the Developer or the County; (ii) diminution in the value of the Property, and damages for the loss of or restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Property; (iii) fees incurred for the services of attorneys, consultants, contractor, experts, laboratories and all other fees incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, containment, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or otherwise expended in connection with such conditions; (iv) liability to any third person or governmental agency to indemnify such person or agency for fees expended in connection with the items referenced in this subparagraph.

(c) "Environmental Requirements" means all applicable past, present and future laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including, but not limited to, those pertaining to, best management practices, reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Material (as defined herein) and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(d) "Hazardous Material" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation or ordinance or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated

by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which is on the Property; or (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenols (PCBs), asbestos or urea formaldehyde foam insulation.

(e) "Park East Redevelopment Compact" means Milwaukee County Board Resolution File No. 04-492 attached hereto as **Exhibit D**.

(f) "Project" means the Building, roads, driveways, parking areas, signs, walkways, loading areas, fences and walls, sewer, electrical, gas, water and other utility distribution systems, landscaping, drainage and other improvements to be initially constructed on the Property by or for the Developer in conformity with the approved plans and specifications, all as more particularly described on **Exhibit E**.

(g) "Redevelopment Plan" means the redevelopment plan adopted by the City of Milwaukee Common Council on June 15, 2004, and any amendments thereto. The Redevelopment Plan consists of the following three documents: (i) the Renewal Plan that contains language that satisfies the State statutes in order to carry out the renewal activities within the Park East Redevelopment Project boundaries, (ii) the Master Plan that links the Redevelopment Plan to the Milwaukee Downtown Plan and (iii) the Development Code that defines land use and design standards.

(h) "Request for Proposal" means the Official Notice No. \_\_\_\_\_, Request for Proposals, Park East Corridor Development, Milwaukee, Wisconsin relating to the Property and attached hereto as **Exhibit F**.

(i) "Material Alteration of the Project" shall mean (i) a 10% (ten percent) variance in the square footage of the project or any material alteration to: (ii) the exterior materials, (iii) the general appearance, (iv), the scope and use of the project, or (v) the stated intentions of the Project -- each of the above as reflected in the most current submitted plans as reflected in **Exhibit G (perhaps change this to read Exhibits C, E & G, with Exhibit G being the Project Plan approved by the City)**; "Material Alteration of the Project" shall also mean (vi) any change to the DBE Participation Goals and (vii) any alteration in Developer's compliance with the Park East Redevelopment (PERC) Compact Compliance Plan approved by the Milwaukee County Community Business Development Partners ("CBDP"). Regarding Material Alterations (vi) and (vii), Developer may not proceed without first obtaining the advance written consent of the Milwaukee County Board [unless otherwise permitted by the Economic Development Committee in section 2.1].

## 2. Development of the Project.

2.1 Construction by the Developer. The Developer shall, at its own cost and expense, cause the construction of the Project on the Property in a good and workmanlike manner and in compliance with all then applicable building codes and ordinances, and the Redevelopment Plan and Request for Proposal. The Developer represents that the total projected cost of acquiring the Property and constructing the Project thereon shall be as specified on **Exhibit H**. Construction of the Project on the Property shall be completed substantially in conformity with the plans, specifications, landscape plan, signage plan, drainage plan and parking plan as submitted by the Developer and approved by County Board Resolution \_\_\_\_\_, which is attached hereto as **Exhibit I**, and as approved by the City of Milwaukee (the "Approved Plans") the cover page of which is attached hereto as **Exhibit G**.

The Approved Plans may be modified from time to time during the course of construction and shall not require the consent of the County except the advance written consent of the County shall be required in the following instances: (a) to the extent that such modifications are a "Material Alteration of the Project" as defined herein or (b) to the extent the Developer is required to obtain approval for such modification by the City of Milwaukee. In the event that County approval is required, the Developer shall not institute such modification until receiving written approval from the County's Director of Economic and Community Development. If approval of the County is required, the County shall respond in writing within ten (10) business days of its having been notified of the need for approval. If the County does not notify the Developer on or before said 10<sup>th</sup> business day of its approval or disapproval, approval shall be deemed to be granted. To the extent necessary to approve or disapprove a Material Alteration of the Project, the County shall be allowed – upon notice to the Developer – a reasonable amount of time beyond 10 business days (which additional time may include the time needed to seek approval by the Milwaukee County Board) to provide its approval or disapproval. The foregoing notwithstanding, those Material Alterations relating to DBE and Park East Redevelopment Compact Compliance Plan requirements, referenced in Section 1i(vi) and (vii), shall automatically come back to the Economic Development Committee for review and determination whether this item shall require County Board approval and it is expressly understood that such approvals cannot be accomplished in 10 business days. Thus, such additional time shall be permitted to seek Economic Development Committee review and Milwaukee County Board approval or disapproval.

The Developer agrees (i) to commence construction, which shall mean commencement of excavation, of the Project on the Property within \_\_ months after closing ("Closing") of its acquisition of the Property (the "Project Commencement Date"), (ii) within \_\_ months after Closing, achieve completion of excavation of the location for the Building and commencement of construction of the foundation (the "Excavation Completion Date"), and (iii) to diligently prosecute construction to completion within \_\_\_\_ months after Closing pursuant to the construction schedule as set forth on **Exhibit J** (the "Project Completion Date"). The Project Commencement Date

and Project Completion Date (as defined on **Exhibit J**) shall be confirmed by the Developer's Project architect delivering certificates to the County stating that excavation on the Property has been completed and construction of the foundation has commenced or with respect to substantial completion, that the entire Project, has been substantially completed. In the event that the Developer ceases construction of the Project on the Property for 60 consecutive days, such event shall be deemed a "Construction Stoppage."

Developer shall prior to the execution of this Agreement and Closing deliver to the County a Performance Deposit (the "Deposit") Performance Bond (the "Bond") in the amount of \$50,000. The Deposit/Bond shall serve as a security on deposit for the full and complete performance of all of the obligations, agreements and covenants outlined in Article 2 of this Agreement, the Developer's proposal approved by the Milwaukee County Board of Supervisors and County Executive, the Request for Proposal, and as a guaranty for the completion of the development approved by the City of Milwaukee, which obligations shall be performed in compliance with the other terms and conditions of this Agreement. The Deposit/Bond shall be in a form approved in advance in writing by the County.

2.2 Condition of Property; Construction of Infrastructure. At the closing as contemplated by the Option Agreement, the County shall deliver possession of the Property to the Developer in substantially the condition as existed on the date of the Option Agreement but otherwise "AS-IS" (as to physical condition) except as otherwise represented herein or in the Option Agreement. The County shall not be responsible for performing any grading or compaction work with respect to the Property. The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. The demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. Prior to the existence of the freeway, the subject property contained various buildings and/or structures as more particularly described in the Request for Proposal. Therefore, the property may contain foundations, building materials, and/or various debris from the previous demolition and any remaining freeway support elements or related infrastructure. The Developer is solely responsible for and must make adequate allowance for all excavation and disposal costs necessary for the Project. The Request for Proposal provides additional information regarding the condition of the Property. The Developer shall be solely responsible for all property development costs, including, but not limited to, extension of water and sewer laterals to the Property and the replacement of sidewalks and curb cuts. Developer hereby releases and disclaims any claim, damage, loss, injury or obligation whatsoever of the County in any way relating to, arising out of, the physical condition of the Property, any matters described in this Section 2.2, and/or any material, substance, or contaminant located in, under, upon, migrating to or from the Property, regardless of the source, such

disclaimer and release shall include any action at law or inequity, whether arising out of contract or tort law.

2.3 General Requirements. The Developer agrees that during construction it shall use reasonable efforts to (a) cause its contractors working on the Project to remove all waste products and rubbish from the Property and the infrastructure areas related to their work in a manner and time consistent with industry standards, and if any such waste products and rubbish are left on site, it shall be responsible for removing the same, and (b) use reasonable efforts to keep the Property and areas of access thereto in a neat and presentable state.

2.4 Labor Standards. The construction of the Project on the Property shall be subject to the following labor standards: (a) overtime at prevailing overtime rates for work on Saturday, Sunday and legal holidays and for more than 40 hours per week or 8 hours in any calendar day, (b) minimum hourly base wage rates and minimum hourly fringe benefits as then filed in the Office of Milwaukee County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Council ("AFL-CIO") covering wages, hours and conditions of employment in applicable labor contracts in the construction industry and (c) and comply with the Prevailing Wages and Employment Data sections of the Park East Redevelopment Compact. These labor standards shall be included in each contract and subcontract in connection with development of the Project. The Developer shall maintain records of compliance and require each contractor and subcontractor to maintain records of compliance for verification as reasonably requested by the County.

2.5 Nondiscrimination and Affirmative Action. In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment (and the Developer shall use reasonable efforts to eliminate any such discrimination by its contractors) based on ancestry, arrest record, conviction record, creed, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces in the United States or the State of Wisconsin, pregnancy or child birth, sexual orientation, race, color, national origin, age, sex or disability which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Developer will post in conspicuous places, available for employment, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer shall cause its contractors and subcontractors

and any assignee to comply with this Section 2.5 and Section 2.6 with respect to construction of the Project.

2.6 DBE Participation Goals. The Developer and its contractors shall commit to Disadvantaged Business Enterprise participation goals for its development of the Project as being used by Milwaukee County for construction and related professional services at the time of the date of this Agreement, and the Developer shall submit to the County a specific plan for approval to meet such goals. In approving such plan, which is made part of the PERC Compliance Plan attached hereto as **Exhibit K**, the County shall use the standards, policies and procedures of the CBDP Section of Milwaukee County. The County shall use reasonable efforts to obtain the services of the Division of CBDP Section of Milwaukee County to assist the Developer as requested in preparing the specific plans required by this Section. The Developer and its contractors shall also comply with the Disadvantaged Business Enterprise section of the Park East Redevelopment Compact.

### 3. Defaults and Remedies.

3.1 Events of Default by the Developer. Any one or more of the following events are hereby defined as, declared to be, and constitute an "Event of Default" by the Developer for purposes of this Agreement: (a) a Construction Stoppage (as defined in Section 2.1 hereof) by the Developer, subject to extension for Force Majeure Delays; (b) the Developer fails to commence construction of the Project by the Project Commencement Date, or achieve the Excavation Completion Date, subject to extension for Force Majeure Delays; (c) the Developer falls materially behind in the Construction Schedule subject to Force Majeure Delays; (d) the Developer fails to complete construction of the Project by the Project Completion Date, subject to extension for Force Majeure Delays, or (e) the failure of the Developer to perform any other term, condition or covenant to be performed or observed by the Developer, subject to extension for Force Majeure Delays. In the event an Event of Default by the Developer shall occur, the County shall send written notice to the Developer (the "Default Notice") specifying the nature of the default in detail, and the Developer shall have 30 days after receipt of the Default Notice to cure such Event of Default. In the event that the Developer does not cure such Event of Default within such 30-day period (or such other reasonable time as necessary if such default cannot be cured within 30 days and the Developer, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), the County may pursue any available remedy against the Developer, either at law or in equity, including, without limitation, the right to pursue specific performance, collect actual damages for the Developer's failure to perform (including, without limitation, the damages, if any, related to, or arising out of, the infrastructure related to the Property and the cost of financing used to construct such infrastructure, and any guaranty thereof, any costs associated with overtime or additional labor forces in order to timely construct the Project, and other

outside fees, including reasonable attorneys' fees). In addition to the other remedies provided for herein, Developer agrees to pay the County an additional payment of \$2,000 per day for each day which Developer is late in achieving the required milestone dates described in section 3.1(b), (c) and (d) (the "Late Payments"). These Late Payments shall be made immediately upon demand by the County.

The Developer agrees that damages will not be an adequate remedy at law and that the County shall have the right to an injunction or other judgment of specific performance to enforce any provision in this Development Agreement, the Request for Proposal, the Redevelopment Plan, Disadvantaged Business Enterprise and Prevailing Wages and Employment Data sections of the Park East Redevelopment Compact, the City of Milwaukee zoning code, the County ordinances or any other State or Federal law. Venue for such action shall be Wisconsin State Court with venue in Milwaukee County. The County shall be entitled to its reasonable attorneys' fees in any action – in which it prevails - to enforce such provisions, including the actual costs of Milwaukee County Corporation Counsel's office if it is the attorney for the County or reasonable attorney fees for other attorneys that may be hired by the County.

In the case of an Event of Default under Section 3.1(b) hereof, which is not cured by the Developer within 30 days after receipt of a Default Notice, the County may exercise an option to repurchase the Property at a purchase price equal to 85% of the purchase price paid by the Developer for such Property less the option fee paid by the Developer by giving the Developer notice thereof. In the event that the County exercises its option to repurchase, then the Developer shall reconvey the Property to the County within 30 days of receipt of such notice by general warranty deed, free and clear of all liens and encumbrances except those liens and encumbrances described in the warranty deed delivered by the County to the Developer in the Developer's acquisition of the Property plus no monetary encumbrances which do not materially affect the value or use of the Property, utility easements granted by the Developer, and real estate taxes for the year of repurchase, if any, with a customary proration credit to the County for real estate taxes for such year. The Developer shall also execute the applicable Wisconsin Real Estate Transfer Return, pay all transfer taxes in connection with the transfer and execute a certificate of nonforeign status and other reasonably requested documentation as is customary for similar transfers.

3.2 Events of Default by the County. If the County shall fail to perform any other term, condition or covenant to be performed or observed by the County for more than 30 days after receipt by the County of written notice from the Developer specifying in detail the nature of such failure (or such other reasonable time as is necessary if such default cannot be cured within 30 days and the County, upon receipt of such notice, promptly commences the process of curing such default and diligently and continuously pursues such cure to completion), then the Developer may pursue any available remedy against the County at law or in equity including, without limitation, the

right to pursue specific performance or injunctive relief and collect actual damages for the County's breach of failure to perform (including reasonable attorneys' fees).

3.3 Rights and Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times of any other rights or remedies for the same default or any other default by the other party.

3.4 Costs and Attorneys' Fees. In the event any legal or equitable action or proceeding shall be instituted to enforce any provision or agreement contained herein, the party prevailing in such action shall be entitled to recover from the losing party all of its costs including court costs and reasonable attorneys' fees. The prevailing party shall be such party that substantially obtains the relief sought with or without the commencement of litigation.

4. General Provisions.

4.1 Conveyance of the Property. Prior to substantial completion of construction of the Project, the Developer shall not, except as permitted by this Agreement, convey any interest in the Property without the prior written approval of the County, which approval shall not be unreasonably withheld or delayed. This prohibition shall not be deemed to prohibit or restrict leasing to tenants for occupancy, conveying condominium units for occupancy and/or granting any other right to occupy and use any portion or portions of a Building. Further, notwithstanding the foregoing, the Developer may assign its interest in this Agreement to an affiliate of the Developer or an entity of which the Developer or some or all of the members or shareholders of the Developer are members or shareholders. As used in this Section 4.1, "affiliate" means any corporation, limited liability company, limited liability partnership or other entity, which directly or indirectly controls or is controlled or is under common control the Developer. Nothing herein shall be deemed to prohibit, restrict or otherwise limit the Developer from selling, leasing or otherwise transferring the Property or interest therein after substantial completion of construction of the Project on such Property.

Notwithstanding anything to the contrary contained in this Agreement, the Developer reserves the right, at its sole discretion at any time during the term of this Agreement, to join and associate with other individuals or entities in joint ventures, partnerships or otherwise for the purpose of developing the Project subject, however, to the following conditions:

(a) The Developer shall promptly notify the County in writing of the identity of any such additional parties;

(b) The Developer and \_\_\_\_\_ shall remain fully responsible to the County as provided in this Agreement, shall not be released from its obligations hereunder and \_\_\_\_\_ shall remain the Developer's managing member;

(c) Such additional parties shall be deemed approved unless rejected in writing by the County within twenty days after written notice thereof to the County by the Developer. In connection with the County's determination hereunder, the County shall only take into consideration the reputation of any such additional parties, and the County shall not withhold approval unreasonably. Any notice from the County disapproving such additional parties shall specify the reasons therefore.

Notwithstanding any other provision contained herein, nothing herein shall limit, restrict or prohibit the Developer from entering into any mortgage, deed of trust, sale and lease-back or any other form of conveyance or any form of equity or income participation, including but not limited to a partnership or joint venture, required by a lending institution for the purpose of securing a loan to be used for financing the acquisition of the Property, the construction of the Project thereon and any other expenditures necessary and appropriate to develop the Property. The words "mortgage" and "deed of trust" as used herein includes all other appropriate modes of financing real estate acquisition, construction and land development.

4.2 Liens. Until the Project is substantially completed in compliance with the requirements contained herein, the Developer shall take all commercially reasonable steps to prohibit any construction liens to be filed against the Property or the Project thereon.

4.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, neither the Developer nor the County shall be considered in breach or default of its obligations with respect to the construction of the Project (including the Project Commencement Date, Construction Stoppage or the Project Completion Date) or the construction of any items of the infrastructure, as the case may be, in the event that a delay in the performance of such obligations is due to causes which were beyond its reasonable control, such as adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities (including the County in the case of the Developer), fire, flood, epidemics, embargoes or shortages of material from all reasonable sources, which shall not in any event include any economic hardship or delay due to the condition of the economy or real estate market ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, the delayed party shall, within 15 business days after the occurrence of the event causing the Force Majeure Delay, deliver written notice to the other party of the cause thereof. Failure to deliver written notice of such delay (with appropriate back-up documentation)

shall constitute a waiver of the delayed party's right to claim an extension of its time period because of the Force Majeure Delay.

4.4 Notices. All notices and demands by either party to the other shall be given in writing and personally delivered or sent by United States certified mail, postage prepaid, and addressed:

To the County: Craig Dillmann, Real Estate Manager  
Dept. of Administrative Services  
Real Estate Section  
2711 West Wells Street  
Milwaukee, WI 53208

with a copy to: \_\_\_\_\_, Principal Assistant  
Milwaukee County Corporation Counsel  
901 North 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53233

To the Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, upon prior notice to the other, specify a different address for the giving of notice. Notices shall be deemed given upon receipt or refusal to accept delivery.

4.5 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) The laws of the State of Wisconsin shall govern this Agreement.

(e) Since both parties to this Agreement have had adequate opportunity to review and negotiate its terms, in no event shall this Agreement be construed against the drafter.

4.6 Waivers. Waiver by the County or the Developer of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of any future breach of the same or any other term, covenant or condition of this Agreement.

4.7 Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

4.8 Entire Agreement and Amendments. This Agreement, including exhibits, and all documents referenced herein, contains all the covenants and agreements between the County and the Developer relating in any manner to development of the Project and other matters set forth in this Agreement. No prior oral agreements or understandings pertaining thereto shall be valid or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or amended except in writing signed by the County and the Developer and recorded in the office of the Register of Deeds for Milwaukee County. The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

4.9 Duration of Covenants. The County and the Developer agree that, upon the Developer's request, within 30 days after satisfaction of the applicable Developer's obligations under Article 2 herein, the County shall either concur with such request as evidenced by a recordable Certificate (in which case such unapplied portion of the Bond shall be returned to Developer), indicating that all such applicable obligations have been satisfied hereunder and that those provisions of this Agreement have been

satisfied, or reject such request and state which applicable obligations have not yet been completed.

4.10 Authority. The Developer and \_\_\_\_\_ hereby acknowledge and agree that they are validly formed and existing limited liability companies formed in the State of \_\_\_\_\_, respectively. The undersigned signatories have the requisite power and authority, statutory and otherwise, to enter into and perform this Agreement pursuant to its terms and conditions without any further notice or consent from any person or entity. Each shall deliver copies of its corporate resolution or other authorizing documentation demonstrating that it has the power and authority to enter into this Agreement.

4.11 Successors. Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the Property and inure to the benefit of and be binding upon the County and the Developer and their respective successors and assigns and any party obtaining any interest in the Property after the date hereof, including, without limitation, any condominium unit owner, occupants and/or tenants of the Property. Notwithstanding anything to the contrary contained herein, the right of enforcement of the terms, conditions or covenants of this Agreement to be performed or observed by the Developer is solely vested in the County or any successor entity to the County.

4.12 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors and assigns and the Developer or its successors and assigns. In entering into this Agreement, and in acting in compliance herewith, the Developer is at all times acting and performing as an independent contractor duly authorized to perform acts required of it hereunder. The Development Agreement does not create the relationship of principal, an agent or of partnership or joint venture or any other association between the County and the Developer, the sole relationship between the County and the Developer being that of a seller and purchaser of land, with certain obligations, covenants and responsibilities described herein.

4.13 Records and Audits. Once a year, upon commercially reasonable notice by the County, the Developer shall allow the County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Development Agreement. The Developer shall maintain and make available to the County the above-described audit information for no less than three years after conclusion of the obligations and responsibilities of the Developer described herein and required by this Development Agreement.

4.14 Environmental Indemnification.

(a) Conveyance of the Property to the Developer is "AS-IS" and without warranty or representation as to soil, subsoil, Hazardous Material and other environmental conditions. Developer hereby agrees to indemnify, hold harmless, and defend County from and against any and all liabilities, claims, penalties, forfeitures, and suits, and all reasonable costs and expenses, including the cost of defense, settlement, and reasonable attorney's fees and/or any other Environmental Damages related to, or arising out of, soil, subsoil and environmental conditions arising out of, or in any way connected with the presence of any Hazardous Material on, in, under or migrating to or from the Property, including but not limited to, liability arising out of or in any way connected with the investigation, monitoring or cleanup under any federal, state or local law or regulation or ordinance Environmental Requirements or any Hazardous Material on, in or under or migrating to or from the Property.

(b) Developer shall be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Property or surrounding areas by the Developer, its employees, contractors, agents or guests, and/or Hazardous Materials whose presence pre-exists the inception of Developer's possession, located in and on the Property, regardless of whether they are discovered or disturbed as a result of Developer's construction activities on, at or near the Property. Developer shall indemnify, defend and hold County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) related to, or arising out of, such Developer's obligations, or failure to perform such obligations described above, and any claim, action or damages asserted against the County by any party or governmental agency related to, or arising out of an Environmental Regulation or Hazardous Material at, in, under, or migrating to or from the Property.

The parties acknowledge and agree that environmental conditions and risks were factored into the purchase price of the Property and that Developer's environmental indemnities benefiting County shall be as broadly and liberally construed as possible so as to provide the maximum protection possible to the County from liability, and the Developer hereby further waives any right to argue that for any reason this indemnification section is ambiguous or confusing or that it should in any way be construed against County.

(c) Notwithstanding anything else to the contrary herein, Developer shall be released from its obligations under section 4.14 if (i) County

exercises its option to repurchase pursuant to section 3.1 but only regarding such contamination that existed prior to the Closing or (ii) there is migration of Hazardous Materials from any County owned property to the Property, and such migration of Hazardous Materials is actively caused by the County, but only regarding such contamination actively caused by the County.

4.15 \_\_\_\_\_ hereby guarantees the performance of all of Developer's obligations hereunder and by the date of execution of this Agreement, shall execute a guaranty in a form approved in writing by the County.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

[Execution Pages Follow]

DEVELOPMENT AGREEMENT  
MILWAUKEE COUNTY  
EXECUTION PAGE

MILWAUKEE COUNTY

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

Name: Chris Abele

Its: County Executive

Attest:

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

Name: Joseph J. Czarnecki

Its: County Clerk

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Chris Abele as County Executive of Milwaukee County.

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

Notary Public, State of Wisconsin

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

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Joseph J. Czarnecki, as County Clerk of Milwaukee County.

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

Notary Public, State of Wisconsin

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

Approved for Execution by Corporation Counsel

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

Reviewed by: \_\_\_\_\_

Its: Milwaukee County Risk Manager

DEVELOPMENT AGREEMENT

EXECUTION PAGE

\_\_\_\_\_, LLC, a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_, a \_\_\_\_\_ limited liability company, managing member

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

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

Its: Chief Executive Officer

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Chief Executive Officer of \_\_\_\_\_, LLC, a \_\_\_\_\_ limited liability company.

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

Notary Public, State of Wisconsin

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

This document was prepared by:

Corporation Counsel  
Milwaukee County  
901 N. 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53208

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Option Agreement

EXHIBIT C

“Building” Description

EXHIBIT D

County Board Resolution File No. 04-492

EXHIBIT E

“Project” Description

EXHIBIT F

“Request for Proposal” Official Notice No. \_\_\_\_\_

EXHIBIT G

Approved City “Project” Plans

EXHIBIT H

“Project” Costs including land acquisition cost

EXHIBIT I

County "Project" Approval  
Board Resolution File No. \_\_\_\_\_

EXHIBIT J

Construction Schedule

EXHIBIT K

Approved PERC Compliance Plan

# **Attachment O – Model Option to Purchase**

**OPTION TO PURCHASE**  
**[PROPERTY ADDRESS]**  
Milwaukee, Wisconsin

For and in consideration of the sum of **Fifty Thousand Dollars (\$ 50,000.00)** ("Option Fee") tendered herewith, Milwaukee County ("County") does hereby grant UNTO **[DEVELOPER NAME]** ("Developer") an exclusive Option to Purchase ("Option") the property at **[PROPERTY ADDRESS], Milwaukee, WI** ("Property") and more particularly described in **Exhibit A** attached hereto, on the following terms and conditions:

1. **Purpose.** This Option is granted for the sole purpose Developer demolishing the existing building and constructing a building according to the plans attached as **Exhibit B**, for use as [Project Use] and installing site improvements in accordance with plans approved by the County. Developer shall be responsible for all site development costs, including, but not limited to, extension of water and sewer laterals to the property line and the provision or replacement of sidewalks and curb cuts.
2. **Purchase Price.** The purchase price shall be [Purchase Price] (\$\_\_\_\_\_ ) ("Purchase Price") payable by certified check or wire transfer at time of closing, subject to the customary deductions and prorations. The County shall convey title by Warranty Deed subject to the terms and conditions of the Agreement for Sale for this property.
3. **Term.** The Option shall be in effect for a period of twelve (12) months ("Option Period"), commencing with the date of approval of the Land Disposition Report for the Property by the County Board and County Executive of Milwaukee County. The Option Period may be extended at the option of the Economic Development Director for Milwaukee County for up to two (2) additional six (6) month periods. Developer must request the extension in writing and submit a check for \$25,000 for each renewal ("Renewal Fee") and a progress report on efforts to prepare final construction plans and obtain firm financing. In the event the Economic Development Director refuses to extend the Option, Developer may petition the County Board and County Executive for such extension.
4. **Manner of Exercise.** Developer shall exercise the Option by delivery of three copies of a signed Development Agreement ("Agreement"), the final version of which shall be negotiated by County and Developer, but that shall be substantially similar to the sample attached as **Exhibit D**. The Agreement shall define Developer's development obligations ("Project"). This Agreement shall require that Developer shall:
  - a. Close on the Property on or before expiration of the Option Period as extended;
  - b. Submit final construction plans, including detailed landscape plans ("Final Plans") , and evidence of firm financing without contingencies. Final Plans must be consistent with preliminary plans submitted by Developer to obtain the Option, which are attached as **Exhibit B**. Any Material Alteration, as defined in the Agreement must be approved by the Economic Development Director. All of the foregoing must be satisfactory to the County in form and substance prior to Closing;
  - c. Commence construction of the Project within sixty (60) days following Closing and be complete within eighteen (18) months (or other time period dictated by the development) following commencement. All construction must be according to approved Final Plans.
  - e. Execute a DBE Compliance Plan with the Community Business Development Partners (CBDP) department of Milwaukee County prior to Closing. The Developer's goal for DBE participation is at least 25% of the architectural and engineering services component and 25% of hard construction costs of the Project budget. Developer shall meet with CBP prior to closing and shall consult the CBDP website for County certified DBE contractors.

- f. Execute a Milwaukee County Resident Hiring Plan with the Economic Development Department of Milwaukee County prior to Closing. The Developer's goal for Milwaukee County Resident hiring is \_\_\_% of the hard construction costs of the Project Budget.
- f. Submit at Closing a Performance Deposit in the amount of **fifty thousand and No/100ths Dollars (\$50,000 .00 )** ("Deposit"). The Deposit shall not be applied against the purchase price, but shall be held by the County to guarantee completion of the project. The Deposit shall be returned to the Developer without interest upon successful completion of the Project in accordance with terms of the Agreement and the conditions expressed herein, as certified by the County. All or part of the Deposit may be retained if Developer fails to complete the Project as agreed in the Agreement. After execution, the Agreement will be recorded with the Register of Deeds and the Property title encumbered until successful completion of the Project as certified by the County.

**5. Additional Closing Terms.**

- a. **Option Fee Credit.** The Option Fee shall be credited toward the Purchase Price only if Developer closes prior to the expiration of the initial Option Period. The Option and Renewal Fees are non-refundable except in the event that the Land Disposition Report is rejected by the County Board, County Executive or that the County is unable to deliver marketable title.
- b. **Restrictions on Assignment.** This Option shall not be assigned by Developer without the written consent of the County. Any assignment of the Option by the Developer shall result in termination of the Option by the County and retention of the Option and Renewal Fees as liquidated damages.
- c. **Real Estate Proration.** General real estate taxes for the current tax year, if any, will be prorated at Closing. Special assessments of record after the date this Option, if any, shall be paid by the Developer.

**9. Property Condition.**

- a. County shall convey the Property in its "as is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, excepted as provided herein.
- b. County discloses that the Property may contain old building foundations, building materials and other debris. Without changing the "AS-IS/WHERE IS" nature of this transaction, Developer is aware that the Property is or may be affected by adverse geotechnical conditions due to the presence of these materials or due to the bearing capacity of the soil. County has conducted no geotechnical investigation of the Property and assumes no liability for any subsurface conditions. Developer shall include in the construction budget an allowance for extraordinary site excavation, disposal of materials unsuitable for construction and/or additional fill to allow construction. Developer is encouraged to undertake a geotechnical investigation and other due diligence reviews that it deems necessary upon execution of this Option by both parties.
- c. County shall not provide a survey of the Property.
- d. Developer may conduct a geotechnical investigation and/or site survey of the Property prior to Closing upon written approval of the County. To obtain County permission, Redevelopment must submit to County scopes of work for the proposed activity, timing for the work and evidence of insurance according to the limits in Exhibit C. Upon submittal of the required information, County shall provide a written right-of-entry to Developer, its contractor and agents.

**10. Economic Development Department Buyer Policy.** County shall not sell the Property to any Developer

whom is as in individual or as a member of company, shareholder of a corporation, or partner in a partnership who is in violation of the following conditions (collectively County Buyer Policy”):

- a. Delinquent real estate or personal property taxes due the any municipality in Milwaukee County.
- b. Building or health code violations that are not being actively abated.
- c. Convicted of violating an order of the Department of Neighborhood Services or Health Department of any municipality within Milwaukee County within 12 months preceding Closing.
- d. Convicted of a felony crime that affects property or neighborhood stability or safety.
- e. Outstanding judgment to Milwaukee County or any municipality within Milwaukee County.

If Developer is found to violate any Economic Development Buyer Policy, the County shall give Developer notice to correct this condition prior to expiration of the Option as extended or other such period as determined by the Economic Development Director. If the violation is not corrected within the specified period, this Agreement may be canceled at the option of the County and all Option Fees, Renewal Fees and Deposit shall be retained by the County as liquidated damages.

**11. Environmental Matters.**

- a. County shall not provide a Phase I Environmental Site Assessment (“Phase I”)
- b. If Developer desires to obtain its own Phase I, the cost for such investigation shall be at Developer’s sole expense.
- c. If an authorized Phase I recommends soil and groundwater testing, analyses and reports (“Phase II”), the Phase II cost shall be at Developer’s sole expense. Developer may only conduct a Phase II after receiving the express written consent of County.
- d. If the Phase II reveals environmental impacts subject to regulation by federal, state or local law or regulations, Developer agrees to remediate the Property, obtain regulatory closure and be solely responsible for all remediation expenses.
- e. Developer may elect to purchase the Property in its current environmental condition without obtaining the Phase II investigation. Developer shall be required to sign at Closing a "Purchaser's Acknowledgment, Waiver and Indemnification Respecting Environmental Conditions Affecting the Property."
- f. If the cost for the Phase II or any required remediation renders the Project economically infeasible, this Option may be canceled at the option of either party and all fees returned.

**12. ADA Compliance.** Developer agrees to comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

**13. Time is of the Essence.** It is understood that time is of the essence as to the provisions of this Option.

**14. Special Conditions**

- a. **Taxable Use.** Conveyance may be subject to a deed restriction requiring the Property shall be taxable for property-tax purposes. The restriction shall require that no owner or occupant of the Property shall apply for, or see, or accept, property-tax exemption (whether under Wis. Stat. §70.11 or otherwise) for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the County Board and approved by the County Executive.

The Option is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, The Developer, [Developer], has signed and sealed this Option this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Developer**

BY:

\_\_\_\_\_  
[Authorized Signatory name and title]

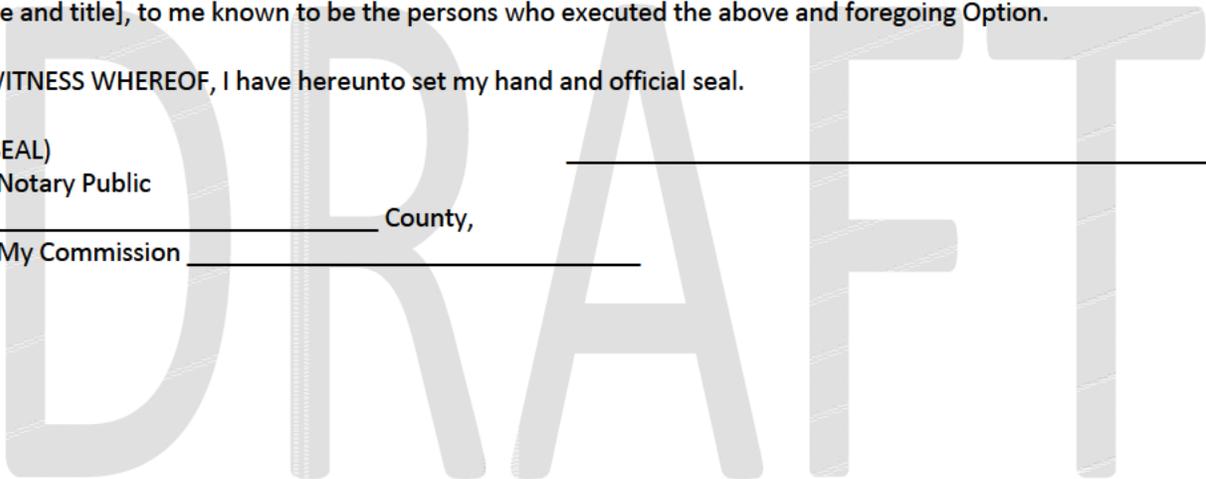
Date: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, [Authorized Signatory name and title], to me known to be the persons who executed the above and foregoing Option.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) \_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County,  
My Commission \_\_\_\_\_



Approved by the County on \_\_\_\_\_ by adoption of Resolution No. \_\_\_\_\_.

IN WITNESS WHEREOF, Milwaukee County, has caused this Option to be duly executed in its name and on its behalf by Teig Whaley-Smith its Economic Development Director.

**Milwaukee County**

\_\_\_\_\_  
Teig Whaley-Smith  
Economic Development Director

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

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared Teig Whaley-Smith who acknowledged themselves to be the Economic Development Director of Milwaukee County, a Corporation, and that they, as such officers of said Corporation being authorized so to do, executed the foregoing Option for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_

Notary Public  
Milwaukee County, WI  
My Commission \_\_\_\_\_

**Exhibit A**  
**Legal Description**

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

[TO BE INSERTED]

Address: [TO BE INSERTED]

Tax Key Number: [TO BE INSERTED]

DRAFT

**Exhibit B**  
**Plans**

DRAFT

**Exhibit C**  
**Insurance Requirements - Right of Entry**

Insurance certificates must be sent for inspection and approval prior to commencement of the proposed activity to Teig Whaley-Smith, Economic Development Director, Milwaukee County by email to teig.whaley-smith@milwcnty.gov

<b>TYPE OF INSURANCE</b>	<b>LIMITS</b>
Workers' Compensation	Statutory limits
Employers Liability	
Bodily Injury by Accident	Each Accident \$100,000
Bodily Injury by Disease	Each Employee \$100,000
	Policy Limit \$500,000
Public Liability	
A Comprehensive General or Commercial General Insuring Agreement that provides:	
*Occurrence Coverage*	
Premises/Operations Protection	
Products Completed Operations Protection	
Independent Contractors (owners, contractors protective coverage)	
Contractual Liability for Risks Assumed to this agreement	
NOTE: If claims made coverage is provided, the policy must be amended so all protected occurrences are covered regardless of when the claim is made.	
Bodily Injury/Property Damage	Each occurrence \$1,000,000
General occurrence \$1,000,000	
Products/completed operation aggregate \$2,000,000	
Automobile	
Business Auto Policy that provides:	
Liability coverage for all owned, non-owned and hired vehicles	
Sudden and Accidental Pollution Coverage	
Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980	
Bodily Injury/Property Damage	Each accident \$1,000,000

MILWAUKEE COUNTY MUST BE NAMED AS ADDITIONAL INSURED PARTY ON THE POLICY.

## **Indemnification**

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

DRAFT

**EXHIBIT D  
DEVELOPMENT AGREEMENT**

[SEE ATTACHED]

DRAFT

**Attachment P – Park East Redevelopment  
Compact**



Exhibit E

COUNTY CLERK

# Milwaukee County

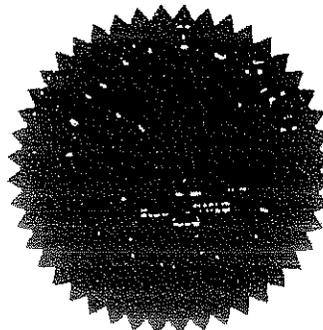
MARK RYAN • County Clerk

STATE OF WISCONSIN        )  
  )SS  
COUNTY OF MILWAUKEE    )

I, Mark Ryan, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that the attached copy of File No. 04-492 is a true and correct copy of the original resolution duly adopted by the Milwaukee County Board of Supervisors at a meeting held on December 16, 2004.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee, this 14th day of February, 2005.

MARK RYAN  
County Clerk



DEC 16 2004

*Adopted*

*15-4*

*2-3-05*

*Voted by the Co. Exec.*

*Votes overridden*

*15-4*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

By Supervisors Johnson, Coggs-Jones, Broderick, Dimitrijevic, Clark, West, White, Holloway, Weishan, Quindel, DeBruin



DEC 16 2004

A RESOLUTION FILE NO. 04-492

To create the Community and Economic Development (CED) Fund and adopt the Park East Redevelopment Compact (PERC) in order to provide additional sustainable community benefits for the development of the County Park East land.

WHEREAS, Milwaukee County will seek the sale of significant real estate assets, including approximately 16 acres of land in the Park East freeway corridor and these lands represent tremendous assets held in trust by Milwaukee County for the benefit of the citizens of this County. This revenue has been used in various ways, but often it has been used to offset basic operating expense or tax levy; and

WHEREAS, while offsetting tax levy to fund operating expense is a tool that is sometimes necessary, such major sales should provide a longer-term and sustainable benefit to the community. True stewardship of these major public resources requires that their sale provide a benefit for the citizens; and

WHEREAS, the redevelopment of the Park East land, by itself, using private development, will not take advantage of unique opportunities to provide sustainable community benefits especially to those in most need of jobs; and

WHEREAS, adoption of the Park East Redevelopment Compact (PERC), as provided in this resolution, will provide the best opportunity to provide increased jobs and tax base not only on this land, but also for the entire community; and

WHEREAS, this resolution also provides for the creation of a Community and Economic Development (CED) Fund. The CED (pronounced 'seed') Fund would be comprised of a series of programs designed to address 'gap' needs in the marketplace and it is not intended to reproduce resources that are available either in the commercial marketplace or through other public resources; and

WHEREAS, the CED Fund recognizes that there are areas where the market does not make available the resources required for sustainable development and by providing those resources, the Fund seeks to be a catalyst that will enable businesses to develop and grow, communities to prosper, and the lives of all of our citizens to be enriched; and

WHEREAS, this Fund would be endowed with all net revenue generated by the sale of land in the Park East Corridor and be used to carry out this resolution for the Park East Redevelopment Compact (PERC); and

APPROVED AS TO FORM

39 WHEREAS, in the future, with the exception of revenue allocated to other  
40 purposes by statute, ordinance, resolution, or budget action, revenue produced by the  
41 sale of real estate assets (except park land sales) may be allocated to the CED Fund by the  
42 County Board at the time of each sale; and

43 The following are some possible uses of the CED Fund:

- 44
- 45 • Minority Business Working Capital
- 46 • Small & Minority Business Contract Financing
- 47 • Housing Development
- 48 • Neighborhood Business Development
- 49 • Economic Development
- 50 • Environmental Mitigation/Brownfields
- 51 • Carry out Park East Redevelopment Compact (PERC); now therefore,
- 52

53 BE IT RESOLVED that this resolution adopts the principle and creation of the  
54 Community Economic Development (CED) Fund and adopts the Park East  
55 Redevelopment Compact (PERC) with the specifics of the policies and procedures to  
56 implement this resolution to be adopted separately by the County Board; and

57 BE IT FURTHER RESOLVED, that the following Park East Redevelopment Compact  
58 (PERC) establishes the policies for the sale of the County's Park East land to achieve the  
59 goal of providing additional sustainable community benefits for the development of this  
60 land:

- 61 1. Competitive Development Agreements  
62 Each parcel of Park East land will be sold through a competitive Request for Proposals  
63 (RFP) which shall be reviewed and approved by the County Board. Milwaukee  
64 County should not just sell the land for the highest price offered but rather should  
65 seek development proposals which will provide the greatest future benefit in jobs, tax  
66 base and image for the community, as well as, a fair price. The policies to carry out  
67 the PERC will be contained in the RFP and the final legal requirements will be  
68 included in each development contract. These contracts will be for 27 years or until  
69 the Tax Incremental District (TID) is terminated. (A parcel may be all or part of one or  
70 more blocks as contained in the each RFP.)
- 71
- 72 2. Cooperation with Existing Organizations  
73 Milwaukee County will cooperate with and use existing governmental and private  
74 organizations, programs and funding sources whenever possible to carry out these  
75 PERC policies.
- 76
- 77 3. Community and Economic Development Fund (CED)  
78 The County CED fund may be used to carry out these PERC policies whenever other  
79 funding is not available. The CED fund is described in other parts of this resolution.
- 80

81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124

4. Disadvantaged Business Enterprise (DBE)

Milwaukee County will include their current DBE policies, as they apply to county construction contracts, in all RFP's and development contracts. The Office of Community Business Development Partners shall assist in administering this provision.

5. Enhanced Apprenticeship and Training

All RFP's and development contracts shall contain additional apprenticeship and training requirements, using existing agencies whenever possible. Participation in County sponsored training shall meet county established income and residency requirements.

6. Local Employment and Coordination

Milwaukee County will hire one or more non-profit community economic development agencies to assist in coordinating the DBE, training and local employment requirements. All employment vacancies for developers, contractors, trainees, owners and tenants, who will work on the County Park East land, will be required to be provided to the County and the County's designated coordinating agencies, so that they may assist local applicants to apply for these vacancies. This requirement will end with the TID.

Milwaukee County and many in the community have as a goal that the workforce on the Park East property reflect the racial diversity of Milwaukee County. The Milwaukee County Board and the community asks and expects businesses and contractors to make a good faith effort to employ racial minorities consistent with their numbers in the County's workforce. (The 2000 county census population (over age 18) was 68.7% White, 20.4% Black, 7.2% Hispanic and 3.7% other). Reports will be required to determine whether this goal is being achieved.

7. Prevailing Wages and Employment Data

All RFP's and development agreements will require the payment of prevailing wages for construction employees as is now required for most public works projects. Developers, owners and tenants will be required to provide an annual report to Milwaukee County with the number of non-construction full and part time employees working on the Park East project. Milwaukee County will develop the required report which will include the wage ranges and whether employees have health or retirement benefits. This report will be designed to help measure the job impact of the PERC. This requirement will end with the TID.

8. Affordable Housing

Milwaukee County will sponsor the construction of new affordable housing of not less than 20% of the total housing units built on the County's Park East lands but they may be built on other infill sites in the city of Milwaukee. The County, in each RFP for any

125 given parcel, may require a different percentage of affordable housing or have no  
126 requirement at all. The County may use funds from existing housing programs along  
127 with County funds to meet this requirement.

128

129 9. Green Space and Green Design

130 Milwaukee County will require that green space and green design be specifically  
131 included in all proposals submitted in response to an RFP. The County will consider  
132 this information when evaluating and selecting a final developer for each parcel.

133

134 10. Community Advisory Committee and Administration

135 A Community Advisory Committee will be appointed by the Chairman of the County  
136 Board, after the adoption of the PERC, which shall advise the County Board on  
137 implementing the PERC policies. This committee shall continue until the Tax  
138 Incremental District is completed for the PERC area. The Director of Economic and  
139 Community Development shall assist this committee in preparing an annual report to  
140 the County Board on the effects of the PERC policies. The Director of Economic and  
141 Community Development shall administer the PERC agreements with the primary  
142 goal to achieve the desired community benefits.

143

144 BE IT FURTHER RESOLVED, that Milwaukee County should seek the input of  
145 business and community leaders to assist in carrying out the PERC and CED Fund policies.

146

147

148 10/28/04

149 I:\My Documents\PARK EAST REDEVELOPMENT\Resolution.doc

150 GB/ld

151

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 11/09/04

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution to create the Community and Economic Development (CED) Fund and adopt the Park East Redevelopment Compact (PERC) in order to provide additional sustainable community benefits for the development of the County Park East land.

**FISCAL EFFECT:**

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

## DESCRIPTION OF FISCAL EFFECT

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

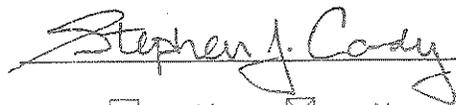
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current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

Approval of this resolution will provide for the creation of a Community Economic Development (CED) Fund and the adoption of the Park East Redevelopment Compact (PERC) to help guide the sale and future development of approximately 16 acres of County land in the Park East corridor in the City of Milwaukee.

This resolution does not make any appropriations or obligate any future revenue.

Department/Prepared By Steve Cady, Fiscal and Budget Analyst, County Board

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

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