

SEP 25 2014

Weisha Jr
moved 1
2
item be 3

(ITEM) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to accept Mr. Jerry Reigler's Offer to Purchase property at 1229 South 76th Street in the City of West Allis in the amount of \$65,000 to be used as part of the County Housing Program, by recommending adoption of the following:

REFERRED TO

Economic
& Community
Development

A RESOLUTION

WHEREAS, the Real Estate Section of the Economic Development Division received an Offer to Purchase on an excess County-owned property located at 1229 South 76th Street in the City of West Allis, Wisconsin; and

7-10
Failed

WHEREAS, the subject property, appraised at \$85,000, is a residential duplex; and

Weisha Jr
moved

WHEREAS, the Milwaukee County Treasurer acquired the property by foreclosure proceedings for non-payment of real estate taxes and the Milwaukee County Department of Health and Human Services – Housing Division has identified the property as necessary for its program inventory; and

REFERRED TO

CORPORATION
COUNSEL

WHEREAS, the Offer submitted by Jerry Reigler to Milwaukee County is for \$65,000; and

10-7

WHEREAS, the Offer is below the appraised value, but because the use of the property will go towards the County Housing Program, the Economic Development Division staff feels the benefit to the community outweighs any additional money that may be realized by having it on the market; now, therefore,

BE IT RESOLVED, that the Real Estate Agent for the Economic Development Division is hereby authorized to sign an Offer to Purchase from Jerry Reigler for \$65,000; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Quit Claim Deed the property located at 1229 South 76th Street in the City of West Allis to Jerry Reigler; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any assignment and/or amendment required to implement the intent of this resolution.

srb
09/05/14

APPROVED AS TO FORM
Paul V. Song
CORPORATION COUNSEL

3/10/14
10:00 AM
10/10/14

RECEIVED BY CHAIRMAN

RECEIVED BY CHAIRMAN

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 2, 2014

Original Fiscal Note x

Substitute Fiscal Note

SUBJECT: Authorization to sell County owned excess property at 1229 S 76th St, West Allis, WI

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| x Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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 | |
| x Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" 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
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A Residential Duplex at 1229 S 76th St in West Allis, WI was acquired by the Milwaukee County Treasurer through foreclosure because of non payment of real estate taxes. Economic Development has received an offer to purchase from a private buyer in the amount of \$65,000. Sale of the property will:

- (a) relieve the county of maintenance obligations; the Economic Development Department does not track maintenance costs per parcel, rather the maintenance budget is spread across all parcels, including new inventory; consequently no budget impact is expected but the sale will allow maintenance efforts to be focused on newly acquired parcels; and
- (b) Reimburse the Treasurer for any outstanding balance incurred by the Treasurer pursuant to Milwaukee County Ordinances 6.03(3)(a). The current balance of outstanding taxes and interest is \$33,697.63. The remaining balance of approximately \$30,000, after closing costs, will be allocated towards Economic Development's budget of \$400,000 of land sales.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.
² Community Business Development Partners' review is required on all professional service and public work construction contracts.

2014 SEP -3 PM 4:49
MILWAUKEE COUNTY BOARD
CHAIRMAN



OFFICE OF CORPORATION COUNSEL

PAUL BARGREN
Corporation Counsel

MARK A. GRADY
COLLEEN A. FOLEY
Deputy Corporation Counsel

TIMOTHY R. KARASKIEWICZ
LEE R. JONES
MOLLY J. ZILLIG
ALAN M. POLAN
JENNIFER K. RHODES
DEWEY B. MARTIN
JAMES M. CARROLL
PAUL D. KUGLITSCH
KATHRYN M. WEST
JULIE P. WILSON
Assistant Corporation Counsel

Date: November 3, 2014

To: Honorable Members of the Board of Supervisors

cc: Hector Colon
Teig Whaley-Smith
James Mathy
Kelly Bablitch
Raisa Koltun
Stephen Cady
Joseph Czarnetzki
Janelle Jensen

From: Paul Bargren *PB*
Corporation Counsel

Re: Referral of File 14-723 regarding Offer to Purchase Property at 1229 South 76th Street,
West Allis, to be Used as Part of the County House Program

At its meeting of September 25, 2014, your honorable body, through minority rule action under MCO 1.15, referred this file to me to ensure that the contemplated transaction would actually result in a supportive housing unit as intended.

I have worked with the administrative departments involved. Procedures and documents have been developed to assure the intended uses in such sales will actually result.

In this particular case, however, due to time constraints, the individuals expected to live at 1229 South 76th Street will reside instead in other housing. I am advised that this transaction may be on hold. An appropriate action of the Board at this time would be to refer File 14-723 back to the Committee on Economic and Community Development (majority vote required).



Milwaukee County

County Courthouse
901 N. 9th Street, Rm.
105
Milwaukee, WI 53233

Signature Copy

Resolution: 14-688

File Number: 14-688

A resolution requesting that the Director of General Mitchell International Airport evaluate current Airport ground transportation practices, review County ordinances relating to Airport ground transportation, and create a recommendation to reform Airport ground transportation practices, rules, regulations, and County ordinances with a report back to the Milwaukee County Board of Supervisors no later than December, 2014.

RECORD OF COUNTY BOARD AND COUNTY EXECUTIVE ACTIONS

The attached resolution or ordinance was ADOPTED by the Milwaukee County Board of Supervisors on 9/25/2014 by the following vote:

Ayes: 17 Alexander, Borkowski, Bowen, Broderick, Cullen, Haas, Johnson Jr., Jursik, Lipscomb Sr., Mayo Sr., Rainey, Romo West, Schmitt, Staskunas, Taylor, Weishan Jr., and Dimitrijevic

Certification of County Board Passage by County Board Chairwoman	 <hr/> Chairwoman Marina Dimitrijevic	Date <u>SEP 25 2014</u>
---	---	--------------------------------

Certification of County Board Passage by County Clerk	 <hr/> Joseph J. Czarnecki	Date <u>SEP 25 2014</u>
--	--	--------------------------------

County Executive approval/veto of attached resolution/ordinance.	<hr/> Chris Abele	Date _____
---	-------------------	-------------------

Received by County Clerk	 <hr/> Joseph J. Czarnecki	Date <u>11/3/2014</u>
---------------------------------	---	------------------------------

1 Supervisor Michael Mayo, Sr., Chairperson,
2 From the Committee on Transportation, Public Works, and Transit, reporting on:

3
4 File No. 14-688

5
6 SEP 25 2014

7 ADOPTED

8 17-0

9 (ITEM) A resolution by Supervisor Weishan, Jr., requesting that the Director of
10 General Mitchell International Airport evaluate current Airport ground transportation
11 practices, review County ordinances relating to Airport ground transportation, and
12 create a recommendation to reform Airport ground transportation practices, rules,
13 regulations, and County ordinances with a report back to the Milwaukee County Board
14 of Supervisors no later than December 2014, by recommending adoption of the
15 following:

16 **A RESOLUTION**

17 WHEREAS, on July 31, 2014, the Mayor of Milwaukee signed legislation (File
18 No. 131800) lifting the cap on the number of taxicabs allowed to operate in Milwaukee
19 and permitting ridesharing companies to operate legally as of September 1, 2014; and

20 WHEREAS, technology-based ridesharing companies, such as Uber and Lyft,
21 are growing across the country and are shepherding in a new era in transportation
22 options; and

23
24 WHEREAS, airports throughout the United States are struggling with
25 incorporating this new alternative transportation into their operations; and

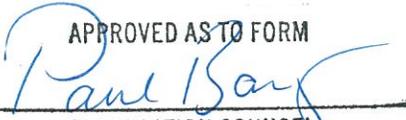
26
27 WHEREAS, currently the Milwaukee County Code of General Ordinances,
28 Chapter 4.05, dealing with ground transportation at the Airport, does not reflect the
29 changes in the City's ordinances or account for the new ridesharing technologies; and

30
31 WHEREAS, in light of changes occurring in ground transportation options here
32 and across the nation, it is necessary to consider reform of the ground transportation
33 services at the Airport to ensure that General Mitchell International Airport continues
34 providing the best and safest options in ground transportation to its patrons; now,
35 therefore,

36
37 BE IT RESOLVED, that the Milwaukee County Board of Supervisors requests the
38 Airport Director to evaluate current Airport ground transportation practices, review
39 County ordinances relating to airport ground transportation, and create a
40 recommendation to reform airport ground transportation practices, rules, regulations,
41 and County ordinances, if necessary; and

42
43 BE IT FURTHER RESOLVED, that the Airport Director is requested to report
44 back to the Milwaukee County Board of Supervisors with the findings as soon as
45 practicable, but no later than the December 2014 Board meeting cycle.
46

APPROVED AS TO FORM


CORPORATION COUNSEL

47
48
49
50

srb
09/05/14
\\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Sep\TPWT\Resolutions\14-688.docx

1 By Supervisor Weishan

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
39
40

A RESOLUTION

Requesting the General Mitchell International Airport Director to assess the Airport's ground transportation situation, review County ordinances associated with ground transportation, and provide a report and recommendation to the Committee on Transportation, Public Works and Transit

WHEREAS, on July 31, 2014, the Mayor of Milwaukee signed legislation (File No. 131800) lifting the cap on the number of taxicabs allowed to operate in Milwaukee and permitting ridesharing companies to operate legally as of September 1, 2014; and

WHEREAS, technology-based ridesharing companies, such as Uber and Lyft, are growing across the country and are shepherding in a new era in transportation options; and

WHEREAS, airports throughout the United States are struggling with incorporating this new alternative transportation into their operations; and

WHEREAS, currently the Milwaukee County Code of General Ordinances, Chapter 4.05, dealing with ground transportation at the airport, does not reflect the changes in the City's ordinances or account for the new ridesharing technologies; and

WHEREAS, in light of changes occurring in ground transportation options here and across the nation, it is necessary to consider reform of the ground transportation services at the airport to ensure that General Mitchell International Airport continues providing the best and safest options in ground transportation to its patrons; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors requests the Airport Director to evaluate current airport ground transportation practices, review County ordinances relating to airport ground transportation, and create a recommendation to reform airport ground transportation practices, rules, regulations, and County ordinances, if necessary; and

BE IT FURTHER RESOLVED that the Airport Director is requested to report back to the Milwaukee County Board of Supervisors with the findings as soon as practicable, but no later than the December 2014 Board meeting cycle.

County Board
TPWT
File No. 14-488
MAY 7 - 4 2014
Referred

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 27, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution requesting the General Mitchell International Airport Director to assess the Airport's ground transportation situation, review County ordinances associated with ground transportation, and provide a report and recommendation to the Committee on Transportation, Public Works and Transit

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. This resolution requests the Airport Director look into existing ground transportation procedures, rules, regulations, and ordinances, and prepare a report of recommended changes needed at the airport.

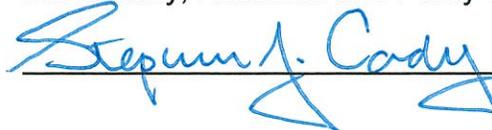
B. Approval of this resolution will not require an expenditure of funds, but will require existing staff time.

C. None

D. It is assumed that all work will be done by staff.

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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



Milwaukee County

County Courthouse
901 N. 9th Street, Rm.
105
Milwaukee, WI 53233

Signature Copy

Action Report: 14-669

File Number: 14-669

A resolution requesting a response from the Wisconsin Department of Health Services to the questions posed by the Milwaukee County Aging and Disability Resource Center Governing Board on February 12, 2014.

RECORD OF COUNTY BOARD AND COUNTY EXECUTIVE ACTIONS

The attached resolution or ordinance was ADOPTED by the Milwaukee County Board of Supervisors on 9/25/2014 by the following vote:

Ayes: 17 Alexander, Borkowski, Bowen, Broderick, Cullen, Haas, Johnson Jr., Jursik, Lipscomb Sr., Mayo Sr., Rainey, Romo West, Schmitt, Staskunas, Taylor, Weishan Jr., and Dimitrijevic

Certification of County Board Passage by County Board Chairwoman  **Date** SEP 25 2014
 Chairwoman Marina Dimitrijevic

Certification of County Board Passage by County Clerk  **Date** SEP 25 2014
 Joseph J. Czarnetzki

County Executive approval/veto of attached resolution/ordinance. _____ **Date** _____
 Chris Abele

Received by County Clerk  **Date** 11/3/2014
 Joseph J. Czarnetzki

SEP 25 2014
ADOPTED
17-0

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
39
40
41
42
43
44

(ITEM) A resolution by Supervisors Jursik and Borkowski, requesting a response from the Wisconsin Department of Health Services to the questions posed by the Milwaukee County Aging and Disability Resource Center Governing Board on February 12, 2014, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in December of 2013, the Aging and Disability Resource Center Governing Board ("Board") invited officials from the Wisconsin Department of Health Services (DHS) to attend a special meeting of the Board in January 2014 to discuss, among other things, consumer problem areas in long-term care programs and the Board's statutory responsibility to seek out information from the Managed Care Organizations; and

WHEREAS, this special meeting was held on January 22, 2014, and attended by a representative of DHS's Division of Long Term Care; and

WHEREAS, at the next general meeting of the Board on February 4, 2014, a representative from DHS's Office of Family Care Expansion appeared and requested time to discuss and clear up misinformation presented by DHS and others at the January 22, 2014, board meeting; and

WHEREAS, it was agreed that DHS Office of Family Care Expansion staff would appear at a future board meeting to present the information and respond to questions; and

WHEREAS, on February 12, 2014, the Board sent a list of follow-up questions and requests for information regarding administrative review of denials of service and requested that the response to its questions be both in the form of a presentation and in writing; and

WHEREAS, after requesting additional time, a representative of DHS sent a one-page list of web pages in response to the Board's questions in May 2014; and

WHEREAS, on June 3, 2014, after representatives of DHS spoke at the regular Board meeting to clarify the misinformation received by the Board in February, many of the Board's questions remained unanswered; and

WHEREAS, on June 12, 2014, the Board sent a letter to the Representative of the Office of Family Care Expansion and its Director requesting a meeting to discuss a more thorough response to the questions posed by the Board; and

APPROVED AS TO FORM
Paul Bay
CORPORATION COUNSEL

45 WHEREAS, a new meeting was scheduled for July 21, 2014, in Madison by DHS
46 to address the Board's questions, but was cancelled by DHS on July 17, 2014, to
47 accommodate additional people wishing to attend the meeting; and

48
49 WHEREAS, to date, no meeting is scheduled to answer the questions posed by
50 the Board; now, therefore,

51
52 BE IT RESOLVED, that the Milwaukee County Board of Supervisors ("County
53 Board") respectfully requests that the Wisconsin Department of Health Services (DHS)
54 respond to the questions posed by the Aging and Disability Resource Center Governing
55 Board in the form of a presentation and in writing; and

56
57 BE IT FURTHER RESOLVED, that the Milwaukee County Administrator of the
58 Disability Services Division and the Director of the Milwaukee County Department on
59 Aging shall transmit this resolution to DHS on behalf of the County Board; and

60
61 BE IT FURTHER RESOLVED, that the Milwaukee County Clerk is requested to
62 transmit copies of the enacted resolution to the State Assembly and Senate delegations
63 representing the Milwaukee Region of Family Care and the County Clerks of the eight
64 Counties in the Milwaukee Region.

65
66
67 srb
68 09/18/14

4
MILWAUKEE COUNTY BOARD OF SUPERVISORS
OFFICE OF THE CLERK
MILWAUKEE, WISCONSIN

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution requesting a response from the Wisconsin Department of Health Services to the questions posed by the Milwaukee County Aging and Disability Resource Center Governing Board on February 12, 2014

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Approval of this resolution would indicate that the Milwaukee County Board of Supervisors supports the Aging and Disability Resource Center Governing Board's request for a meeting and a formal written response from the Wisconsin Department of Health Services to the questions posed by the Governing Board earlier in 2014.
 - B. Approval of this resolution would not require an expenditure of funds, but would require existing staff time to communicate its contents to the appropriate individuals.
 - C. None.
 - D. None.

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

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

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



Milwaukee County

County Courthouse
901 N. 9th Street, Rm.
105
Milwaukee, WI 53233

Signature Copy

Action Report: 14-728

File Number: 14-728

A resolution requesting the Milwaukee County Audit Services Division conduct an audit of Supportive Homecare Options, Inc., (SHO) to determine how SHO is utilizing funds received from the Milwaukee County Department of Family Care Managed Care Organization. **(Referred to the Committees on Health and Human Needs and Finance, Personnel, and Audit)**

RECORD OF COUNTY BOARD AND COUNTY EXECUTIVE ACTIONS

The attached resolution or ordinance was ADOPTED by the Milwaukee County Board of Supervisors on 9/25/2014 by the following vote:

Ayes: 15 Bowen, Broderick, Cullen, Haas, Johnson Jr., Jursik, Lipscomb Sr., Mayo Sr., Rainey, Romo West, Schmitt, Staskunas, Taylor, Weishan Jr., and Dimitrijevic

Noes: 2 Alexander, and Borkowski

Certification of County Board Passage by County Board Chairwoman	 <hr/> Chairwoman Marina Dimitrijevic	Date <u>SEP 25 2014</u>
---	---	--------------------------------

Certification of County Board Passage by County Clerk	 <hr/> Joseph J. Czarnezki	Date <u>SEP 25 2014</u>
--	--	--------------------------------

County Executive approval/veto of attached resolution/ordinance.	<hr/> Chris Abele	Date _____
---	-------------------	-------------------

Received by County Clerk	 <hr/> Joseph J. Czarnezki	Date <u>11/3/2014</u>
---------------------------------	---	------------------------------

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

SEP 25 2014

ADOPTED

15-2

(ITEM) A substitute resolution by Supervisor Bowen, requesting the Milwaukee County Audit Services Division conduct an audit of Supportive Homecare Options, Inc., (SHO) to determine how SHO is utilizing funds received from the Milwaukee County Department of Family Care Managed Care Organization, by recommending adoption of the following:

A SUBSTITUTE RESOLUTION

WHEREAS, the Milwaukee County Department of Family Care Managed Care Organization ("MCDFC MCO") contracts with three supportive home care employment services organizations to provide services for its members; and

WHEREAS, a suggestion was made that funds paid to a supportive home care employment services organization by the MCDFC MCO for services are being used for expenditures other than those that are allowable; and

WHEREAS, transparency and accountability are important tenements to the success of Milwaukee County's Family Care program; and

WHEREAS, in order to protect the sustainability of the MCDFC MCO, as well as the hard working employees of the contracted supportive home care employment services organizations, it is imperative from time to time to check programs for accountability; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors ("County Board") requests the County Audit Services Division to perform an audit of the three supportive home care employment services organizations to determine how monies received by the organizations from Family Care are being used; and

BE IT FURTHER RESOLVED, the County Audit Services Division will report back to the County Board with its findings as soon as practicable.

jmj
09/19/14
\\FI01WPCHC\CNTYBRD-Data1\Data\Shared\COMCLERK\Committees\2014\Sep\FPA\Resolutions\14-728.docx

APPROVED AS TO FORM
Paul Barry
CORPORATION COUNSEL

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 17, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution requesting the Milwaukee County Audit Services Division conduct an audit of the three supportive home care employment services organizations to determine how the companies are utilizing funds received from Milwaukee County

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

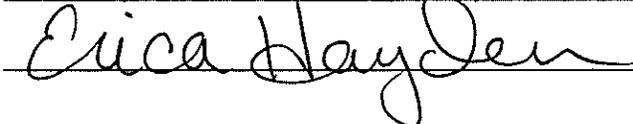
DESCRIPTION OF FISCAL EFFECT

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

- A. This resolution requests Milwaukee County Audit Services to conduct an audit of the three supportive homecare employment services organizations. If approved, the Audit division will conduct an audit of the company and report back to the Milwaukee County Board of Supervisors with a report.
- B. Approval of this resolution will not require an expenditure of funds, but will require existing staff time.
- C. None
- D. It is assumed that all work will be done by Milwaukee County staff.

Department/Prepared By Erica Hayden, Fiscal & Policy Analyst, Office of the Comptroller

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

DATE : August 12, 2014

TO : Milwaukee County Board of Supervisors

FROM : County Board Chairwoman Marina Dimitrijevic



**SUBJECT : Reappointment of Judith A. Keyes to the
Milwaukee County Cultural, Artistic, and Musical Programming Advisory Council**

Pursuant to the provisions of Adopted County Board Resolutions File Nos. 86-463 and 86-466, and subject to confirmation by this honorable body, I am pleased to reappoint Ms. Judith Keyes to the Milwaukee County Cultural, Artistic, & Musical Programming Advisory Council (CAMPAC), for a term expiring October 1, 2017.

Ms. Keyes has been a leader in the Milwaukee arts community through her dedicated work as a member of several boards including that of Milwaukee Symphony Women's League, Frankly Music, Marquette University High School, and Notre Dame Middle School. She has served as a council member at Gesu Parish and board member at the Archdiocese of Milwaukee.

Professionally, Ms. Keyes has demonstrated her dedication to education as a teacher at St. Jude the Apostle Middle School, Nativity Jesuit Middle School, Brookfield East High School, and Mount Mary College. Currently, she continues this commitment at Notre Dame Middle School as a volunteer math tutor.

For the past twenty years, Ms. Keyes has proven her appreciation of the arts through her volunteer work as music docent at the Milwaukee Symphony Orchestra. Additionally, she is a season ticket holder for the Milwaukee Symphony, Frankly Music, Milwaukee Repertory Theater, Renaissance Theater, and Next Act Theater.

Ms. Keyes' experience and commitment to the arts has positively impacted her work in CAMPAC. I urge your support of this reappointment.

Marina Dimitrijevic
Chairwoman, County Board of Supervisors

cc: Judith A. Keyes
County Executive Chris Abele
Alexis Gassenhuber, Committee Coordinator
Jessica Janz-McKnight, Policy and Research Analyst
John Dargle, Director, Department of Parks, Recreation and Culture

Judith A. Keyes

Judy Keyes resides in Milwaukee, Wisconsin. She is the mother of three sons and the grandmother of seven grandchildren.

Judy has strong ties to the Milwaukee community and has served in many capacities within the community. She presently serves on several boards including **CAMPAC** (Milwaukee County Arts granting committee) and *Notre Dame Middle School*. She previously served on the board of *Frankly Music*. She is a parish council member for *Gesu Parish* and a member and past president of *Marquette University Women's Council*.

She has served on the boards of *Marquette University High School*, *Milwaukee Symphony Women's League* and *ARDC* (Archdiocese) from its conception, and was a *Mosaic Milwaukee* member of the class of 2009.

Judy is a 1958 graduate of Divine Savior High School and received her BA from *Marymount College*, Tarrytown, NY in 1962, with a major in mathematics. She attended graduate courses, at *Marquette University* from 1963-1965.

Judy, a teacher at heart, works at *Notre Dame Middle School* as a volunteer math teacher/tutor since 1986 to present. She has taught at *St. Jude the Apostle Middle School*, *Nativity Jesuit Middle School*, *Brookfield East High School*, and *Mount Mary College*.

Her appreciation for the arts has spilled over into volunteer work as music docent for 20 years at the *MSO*. Judy is a season ticket holder for the *Milwaukee Symphony*, *Frankly Music*, *Milwaukee Repertory Theater*, *Renaissance Theater*, *First Act Theater*. Judy loves to travel, often to Atlanta and Austin to visit her sons and their families, but loves to see countries on all sides of the Atlantic and Pacific Oceans. She also enjoys reading and is a member of three book clubs.

DATE : August 12, 2014

TO : Milwaukee County Board of Supervisors

FROM : County Board Chairwoman Marina Dimitrijevic



**SUBJECT : Reappointment of Mary C. Cannon to the
Milwaukee County Cultural, Artistic, and Musical Programming Advisory Council**

Pursuant to the provisions of Adopted County Board Resolutions File Nos. 86-463 and 86-466, and subject to confirmation by this honorable body, I am pleased to reappoint Ms. Mary C. Cannon to the Milwaukee County Cultural, Artistic, & Musical Programming Advisory Council (CAMPAC), for a term expiring October 1, 2017.

Professionally, Ms. Cannon has worked in urban development in both the public and private sector. Through her positions with the Department of City Development, she developed strategies to improve public housing developments and worked with local officials to provide advice on special projects including neighborhood renewal projects and commercial property management.

Currently, Ms. Cannon is the President of Cannon & Associates Inc., which provides project management services to private, public, and non-profit entities.

Ms. Cannon has demonstrated commitment to cultural and artistic expression through her previous position on the Civic Festival Fund board and her position as Founding Director and Vice President of Irish Festivals Inc.

Since 1986, Ms. Cannon's experience and commitment to the arts has impacted positively her work as Chair of the Milwaukee County CAMPAC. I urge your support of this reappointment.

Marina Dimitrijevic
Chairwoman, County Board of Supervisors

cc: Mary C. Cannon
County Executive Chris Abele
Alexis Gassenhuber, Committee Coordinator
Jessica Janz-McKnight, Policy and Research Analyst
John Dargle, Director, Department of Parks, Recreation and Culture

RESUME

Mary C. Cannon ■ 1800 N. 60th Street ■ Milwaukee, WI 53208 ■ (414) 453-1701
Email: mcannon03@earthlink.net

EDUCATION: BA, History, Mundelein College, Chicago, IL
MA, Urban Affairs, University of Wisconsin-Milwaukee

EMPLOYMENT:

CANNON & ASSOCIATES, INC. (CA) ■ Milwaukee, WI ■ June, 1988 to Present

Position: President

CA provides project management services to private, public, and non-profit entities with special projects, troubled projects and start-up projects. Services include business and organizational analysis, training and organizational development, public affairs & community relations, focus groups, event management, regulatory issues, policy assessment and strategic planning.

CARLEY MANAGEMENT CO, INC. (CMC) ■ Milwaukee, WI ■ October, 1984 to June, 1988

Position: Executive Vice President, Milwaukee Office

Report to President. Responsible for all business operations, property management, leasing and real estate development activities in Milwaukee. CMC managed over 1 million square feet of downtown office and retail space, and 2 parking structures with a value in excess of \$85 million and a staff of 130.

Position: Director of Business Development

Report to President. Responsible for new real estate and business venture development projects, market studies, and feasibility analysis.

DEPARTMENT OF CITY DEVELOPMENT (DCD) ■ Milwaukee, WI ■ November, 1979 to October, 1984

Position: Director of Land Management

Report to Director Planning & Development. Responsible for property management of City and Redevelopment Authority property and neighborhood renewal projects. Supervised a staff of 24 and a budget of \$5.1 million dollars. Property inventory included 5 parking structures, rental housing, 2,200 vacant lots, and 14 downtown commercial properties. Staff provided relocation, demolition, pest control (Housing Authority), landscaping oversight, and special project services.

Staff Assistant to the Commissioner

Report to Commissioner. Managed special projects, provided advice on federal programs, served as liaison with other city departments and other government units. DCD had a staff of over 400, an annual operating budget of \$55 million and was responsible for activities of the Housing Authority (5,500 units of public housing and 3,300 units of Section 8), the Redevelopment Authority, city planning, and economic development activities.

US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ■ Minneapolis, MN. ■
March, 1978 to October, 1979

Position: Community Development Representative

Report to Program Manager. Responsible for monitoring and providing technical assistance to small and medium size cities on their Community Development Block Grant and UDAG projects. Assist local officials in developing strategies to achieve HUD objectives and to submit applications for HUD assistance.

ST. PAUL HOUSING & REDEVELOPMENT AUTHORITY (HRA) ■ St. Paul, MN ■ March,
1976 to February, 1978

Position: Special Programs Manager

Report to Executive Director. Responsible for operating Target Project Program to turn around city's worst public housing project. Supervised a staff of 14. Provide advice on federal programs and technical assistance to public housing managers on strategies to improve other public housing developments owned by the HRA.

US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ■ Minneapolis, MN. ■
September, 1972 to February, 1976

Position: Training Director

Report to Director of Administration. Responsible for setting up and administering training and organizational development activities for staff of 180. Developed and conducted training sessions for Region 5 HUD employees as well as training programs and conferences for local officials in Minnesota on HUD programs.

MAYOR'S OFFICE ■ Milwaukee, WI ■ January, 1972 to August, 1972

Position: Staff Assistant

Report to Mayor's Chief of Staff. Responsible for staff briefing and research on city issues.

ST. MARY CENTER FOR LEARNING ■ □Chicago, IL ■ September, 1968 to June, 1971

Position: Social Studies Teacher

St. Mary's was an experimental high school for girls located in a low income near west side neighborhood. The students were African-American, Hispanic, and 2nd and 3rd generation Italian, Polish, and Eastern European. Responsible for Ethnic Studies, American History, Contemporary Social Issues in Star Trek, and advising Freshmen and Juniors.

CIVIC AND PROFESSIONAL

Froedtert Hospital; Board of Directors; 2003 to present

Women's Fund; Board of Directors; 1998-2004

Washington Heights Neighborhood Association - Housing Committee; 1996-99

Women's Fund; Grants Advisory Board; 1988 to 1996, appointed by Milwaukee Foundation

Partners Advancing Values in Education (PAVE); Board of Directors; appointed by Archbishop, 1987-2006

Civic Festival Fund; appointed by the Mayor; 1987-89

Milwaukee County Cultural, Artistic, & Musical Programming Advisory Council (CAMPAC); Chair; appointed
by Chair of County Board 1986-present

Metropolitan Association of Commerce; Council of Small Business Executives; 1986 to 1989

Irish Festivals, Inc.; Founding Director, Vice President, Food Coordinator; 1980-present

DATE : August 12, 2014
TO : Milwaukee County Board of Supervisors
FROM : County Board Chairwoman Marina Dimitrijevic



**SUBJECT : Reappointment of Mildred Harpole to the
Milwaukee County Cultural, Artistic, and Musical Programming Advisory Council**

Pursuant to the provisions of Adopted County Board Resolutions File Nos. 86-463 and 86-466, and subject to confirmation by this honorable body, I am pleased to reappoint Mildred Harpole to the Milwaukee County Cultural, Artistic, & Musical Programming Advisory Council (CAMPAC) for a term expiring October 1, 2017.

Professionally, Ms. Harpole has served the Milwaukee community through her advocacy over many years for fair housing as the former Director of Fair Housing & Equal Opportunity in the Wisconsin office of the U.S. Department of Housing & Urban Development.

Her commitment to the Milwaukee community and her involvement in multiple service organizations, including Community Brainstorming and Junior League, is well-known and admired.

Academically, Ms. Harpole achieved her Bachelors of Arts from Marquette University, Masters of Arts in Education from Cardinal Stritch University, and her Juris Doctorate from Case Western University.

Ms. Harpole's experience has provided numerous contributions to her work in CAMPAC. I urge your support of this reappointment.

Marina Dimitrijevic
Chairwoman, County Board of Supervisors

cc: Mildred Harpole
County Executive Chris Abele
Alexis Gassenhuber, Committee Coordinator
Jessica Janz-McKnight, Policy and Research Analyst
John Dargle, Director, Department of Parks, Recreation and Culture

Mildred Harpole
925 E. Wells St., #1016
Milwaukee, WI 53202
414-289-071

Education:

Law Degree – Case Western Reserve University; Cleveland, OH
MA Education – Cardinal Stritch University; Milwaukee, WI
BA – Marquette University; Milwaukee, WI

Professional:

Department of Housing & Urban Development, Milwaukee, WI 1970's - 2003
Director of Fair Housing & Equal Opportunity

Administrator Harambee Community School, Milwaukee, WI

Reading Specialist, Milwaukee Public Schools; Milwaukee, WI

Real Estate broker, Milwaukee, WI

Community Involvement:

I have been involved in a variety of community and business organizations over the last 40+ years in Milwaukee. These include the Community Brainstorming group; Eta Phi Beta Sorority for business & professional women; Tempo – a business women's organization; Junior League; & the Forum among others.

I currently serve on the City of Milwaukee Arts Board and the Milwaukee County Cultural Artistic & Musical Programming Advisory Committee (CAMPAC)

1 Supervisor David Cullen, Chairperson,
2 By the Committee on Finance, Personnel, and Audit, reporting on:

3

4

File No. 14-816

5

6 (ITEM 12) A resolution to **RECEIVE AND PLACE ON FILE** (vote 9-0) an
7 informational report from the Milwaukee County Comptroller dated October 10, 2014,
8 regarding Milwaukee County's participation in the Municipal Continuing Disclosure
9 Cooperative Initiative.

10

11

12 jmj

13 11/03/14

14 \\F101WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-816.docx

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

14-816
FPA

DATE : October 10, 2014
TO : Supervisor Dimitrijevic, Chairwoman, County Board of Supervisors
FROM : Scott B. Manske, Comptroller
SUBJECT : The County's participation in the Municipal Continuing Disclosure Cooperative Initiative

The Office of the Comptroller is submitting this informational report to inform the County Board of Supervisors that the Office of the Comptroller will be participating in the Municipal Continuing Disclosure Cooperative Initiative (the "MCDC Initiative").

In March 2014, the Security and Exchange Commission ("SEC") announced the MCDC Initiative, which focuses on potentially inaccurate statements in offering documents relating to continuing disclosure compliance for the last 5 years. Under the MCDC Initiative, potential inaccuracies may be reported to the SEC by the issuer (Milwaukee County) and the underwriter (bond purchaser).

The County's offering documents includes data that covers continuing disclosure reporting for the last five years. For example, for the 2014 financings the time period for reported data is 2009-2013. Therefore, as part of the MCDC Initiative, the County would have to review its offering documents for the years 2009-2014, which would include reviewing continuing disclosure filings covering data from 2004-2013.

Quarles and Brady, on behalf of Milwaukee County, reviewed the County's continuing disclosure filings of annual reports and operating data, for 2004-2013, including reviewing the official statements and disclosure language contained in the official statements for the period of December 1, 2009 through present.

Underwriters who purchased the County's bonds during 2009-present conducted their own review and many communicated their findings to Milwaukee County. The underwriters were required to report their findings to the SEC by September 9, 2014. Issuers are required to report their findings by December 1, 2014.

This report provides you with the results of the examination and the corrective actions taken and to be taken by the County, including participation in the MCDC Initiative.

The County's two most recently completed bond financings from 2013 are free of any issues of this sort and accordingly will not be self-reported under the MCDC Initiative.

BACKGROUND

Beginning in the 1990s, the SEC initiated SEC Rule 15c2-12 (the "Rule"). The Rule requires an underwriter to determine that the issuer has undertaken, pursuant to a written Continuing Disclosure Agreement, to provide financial information on a continuing basis while the bonds

are outstanding to the bondholders. The Rule requires the execution of a Continuing Disclosure Agreement that outlines the ongoing financial information and operating data that will be provided by the Issuer. Milwaukee County (the "County"), with the assistance of its bond counsel and financial advisor and the underwriter of the bonds, determines what financial information and data to provide. For example, below is a list of the information required to be included in the annual report that the County agreed to provide pursuant to the Continuing Disclosure Agreements for its 2013 Corporate Purpose and Airport Bond Issues.

Annual Report for Corporate Purpose Bonds

- Annual Financial Statements (CAFR)
- Debt Structure – General Obligation Debt by Issue
- Financial Information – Equalized Values Last Five Years
- Financial Information – Property Tax Levies and Collections Last Five Years
- Financial Information – Property Tax Rates for County Levies
- Financial Information – Five Year Summary of Revenues, Expenditures and Change in Fund Balance – General Fund

Annual Report for Airport Revenue Bonds

- Annual Financial Statements (CAFR)
- Airline – Airport Use and Lease Agreement
- Airline Rates and Charges
- Table: Milwaukee County Airport System Revenue
- Table: Milwaukee County Airport System Total Airport System O&M Expenses
- Airport System Indebtedness
- Table: Milwaukee County Airport System Cash Flow and Debt Service Coverage

As required under the Rule and pursuant to the County's Continuing Disclosure Agreements, this information is posted to the Electronic Municipal Market Access ("EMMA") system website. The information is due 270 days after December 31 of the previous year. For example, the 2014 annual report was due on September 27, 2014, which was 270 days after December 31, 2013.

In 2010, primarily due to workload issues, the County designated Public Financial Management ("PFM") to serve as the County's dissemination agent. PFM would be responsible for gathering and submitting the information above and posting it to the EMMA website. At that time, the County and PFM reviewed the continuing disclosure filings that had been made, identified any missing filings and submitted information they discovered that had not been previously submitted. At the time, it was thought that all required information had been submitted.

In 2013, as a part of the preparation of the official statements that year, the County conducted another review of the annual continuing disclosure filings and disclosed in the official statements information that was believed to have been submitted late or missed. Under the Rule, an Official Statement is required to include a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any

previous Continuing Disclosure Agreements. The summary results of the 2010 and 2013 reviews are that the County was late submitting the following information:

Below is a listing of the findings from the 2010 and 2013 reviews:

- Comprehensive Annual Financial Report for the years 2005-2009

Some of the official statements for the years 2005-2009 were published prior to the completion of the CAFR for that year. Therefore, the CAFR from the previous year was used. When submitting the filing the CAFR data from the official statement was used rather than the CAFR from that year. Each year duplicated the efforts from the previous year. It was noticed after the review by the County and PFM in 2010. The County submitted the CAFRs for 2005-2009 and included language in the official statements from 2010 forward and noted in the official statement for 2013.

- Five Year Capital Improvements Plan

In 2009, the County modified its continuing disclosure agreement by removing the Five Year Capital Improvements Plan. The County was still required to report this information for bond issues prior to 2008 but had not. In 2013, the County provided Five Year Capital Improvements that had not previously been submitted and noted it in the official statement for 2013.

- Universal recalibration of Moody's Investor Service ratings

In 2010, both Moody's Investors Service ("Moody's") and Fitch Ratings ("Fitch") engaged in a recalibration of certain U.S. municipal (i.e., public finance) ratings. The intent of the recalibrations was to provide a greater degree of comparability across the respective rating agency's portfolios of credit ratings. Both rating agencies stated that the recalibrations did not reflect an improvement in credit quality or a change in credit opinion for the municipal issuers. The County did not file a material event notice. It should be noted that many issuers, including the County, did not think it was required to file a notice since the action was a universal recalibration and not related to the municipalities specifically.

- Downgrade of ratings for Bond Insurance Companies

Prior to 2008, certain general obligation (base CUSIP 602245) and general airport revenue (base CUSIP 602248) debt issues of the County were issued contemporaneously with a municipal bond insurance policy for the benefit of the owners of the County's obligations. At the time of the issuance of the respective debt issues, the insurance company's rating was higher than the underlying rating of the County's credit. Subsequently all of the companies that provided insurance policies on the County's obligations received downgrades by the three major rating agencies to the point where none of the insurance companies had a rating higher than that of the County. This created a situation where the County's underlying credit rating was the prevailing credit rating and not that of the insurer with respect to the insured obligations of the County. Because neither the rating agencies nor the bond insurers

notified the County of the respective insurer rating downgrades. Many issuers, including the County, did not file a material events notice on EMMA after the occurrence of the rating changes.

In March 2014, the SEC announced an initiative focusing on potentially inaccurate statements in offering documents relating to continuing disclosure compliance.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATIVE INITIATIVE

The Municipalities Continuing Disclosure Cooperative Initiative (the "MCDC Initiative") is an initiative recently announced by the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission"). The MCDC Initiative is meant to address what the Division has described as "potentially widespread violations of securities laws" by issuers and underwriters of municipal bonds across the country, arising from potentially inaccurate statements in offering documents ("Official Statements") describing issuers' past compliance (or non-compliance) with their continuing disclosure agreements ("Continuing Disclosure Agreements").

The Office of Comptroller intends to self-report under the MCDC Initiative, for and on behalf of the County, certain of the County's prior bond financings. The Office of the Comptroller's decision to self-report is consistent with, and in part prompted by, the decision by the underwriters of these bond financings to similarly report them. For each financing that the County will self-report, the related Official Statement may have failed to describe, or may have failed to completely describe, prior non-compliance by the County with certain of the requirements of its Continuing Disclosure Agreements, in violation of applicable federal securities law. Neither the Division nor the Commission has provided any guidance regarding what specific circumstances warrant self-reporting. After discussing these matters with Quarles and Brady, the County's Bond Counsel, and PFM, the Office of the Comptroller has determined that self-reporting is in the best interests of the County under the relevant circumstances. The MCDC Initiative contemplates that after an issuer (such as the County) self-reports to the Division, the Division may recommend an enforcement action against the issuer. Such an action would entail a settlement agreement what the Division has described as "favorable" settlement terms (see "Favorable Settlement Terms" below). While any enforcement action is a serious matter, such settlement would entail no financial penalty against the County. In contrast, the Division has stated that in any actions against issuers who **do not** self-report under the MCDC Initiative, the Division "will likely recommend and seek financial sanctions."

The County has undertaken measures to help improve its continuing disclosure compliance and offering document preparation practices. The Office of the Comptroller does not believe that these circumstances will recur – as evidenced, for example, by the fact that County's most recent bond financings are free of any issues of this sort and accordingly will not be self-reported under the MCDC Initiative.

The National Association of Bond Lawyers ("NABL") prepared guidance to help issuers, such as the County, determine whether or not certain failures to describe continuing disclosures deficiencies in an offering document constituted a misstatement or whether any misstatement was material. Under NABL's guidelines, many of the descriptions included in

the Official Statements the County intends to self-report do not include material misstatements. However, because the SEC has not provided any guidance on materiality with respect to the description of continuing disclosure failures, and because Underwriters involved with such Official Statements are self-reporting such Official Statements, the Office of the Comptroller believes it is in the best interest of the County to also self-report these Official Statements.

REPORTING BY THE COUNTY'S UNDERWRITERS

Pertinent to the MCDC Initiative, Quarles and Brady, on behalf of the County, reviewed 11 Official Statements to determine whether the same were candidates for self-reporting. The Office of Comptroller and/or Quarles and Brady LLP have had discussions with each of the underwriters (the "Underwriters") of the County's 11 Official Statements in the past five years (which is the relevant time period for purposes of the MCDC Initiative). Per those discussions, it is believed that the Underwriters have self-reported eight such County financings. It should be noted that each Underwriter report identifies the County (as well as the parties to the bond financing). This increases the likelihood that the Division would expect the County to similarly self-report. As noted, Quarles and Brady, LLP, has reviewed the 11 financings on behalf of the County. Based on the findings, the County has determined to similarly report these eight financings.

"FAVORABLE" STANDARDIZED SETTLEMENT TERMS

If an issuer or underwriter participates in the MCDC Initiative by self-reporting related transactions, the Division may (or may not) recommend an enforcement action against the issuer or underwriter, but in connection with such proceedings would recommend what the Division describes as "favorable," standardized settlement terms. Under the standardized settlement terms applicable to issuers, if the Division recommended an enforcement action against the County, the County would be required to agree to a cease and desist order. As further described below, the cease and desist order would require to County to comply with its Continuing Disclosure Agreements, which the County has already done. As discussed above, the County has worked with PFM to remedy any past non-compliance with its prior Continuing Disclosure Agreements, and the County's most recent Official Statements include appropriate disclosure regarding any prior material non-compliance and accordingly will not be reported under the MCDC Initiative.

The County would also be required to the following:

- Establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the enforcement proceedings;
- Comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- Cooperate with any subsequent investigation by the Division regarding the potentially inaccurate statements, including the roles of individuals and/or other parties involved;
- Disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the

- proceedings; and
- Provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

The County had already begun to take steps to improve its continuing disclosure compliance prior to the announcement of the MCDC Initiative or submittal deadline. These steps include:

- Designated PFM as the dissemination agent;
- Preparing new policies and procedures regarding continuing disclosure requirements; (See Attachment A.)
- Completed extensive review of continuing disclosure requirements and filings in 2010 and 2013
- Participated in a webinar educating staff on the MCDC Initiative.
- Enrolled in EMMA website alert for reminder to submit annual report and financial data

These efforts appear to already address the first two standardized settlement terms listed above. Based on the County's efforts so far it is unlikely that the continuing disclosure issues will recur.

The standardized settlement terms do not require issuers such as the County to pay a civil penalty. In contrast, the Division has stated that in any actions against issuers who do not self-report under the MCDC Initiative, it "will likely recommend and seek financial sanctions."

The Office of the Comptroller has directed Quarles & Brady LLP to prepare and file a MCDC Initiative reporting form. The reporting form will be filed on or before December 1, 2014, which is the MCDC Initiative reporting date for issuers. The report will be filed under a cover letter to the Division highlighting the improvement efforts the County has undertaken. A draft of the filing is attached hereto as Attachment B.

ADDITIONAL INFORMATION

For your reference, a copy of the Division's announcement describing the MCDC Initiative in detail (the "SEC Announcement") is attached hereto as Attachment C.

RECOMMENDATION

This report is for information purposes only.



Scott B. Manske
Comptroller

pc: Chris Abele, County Executive
Supervisor Willie Johnson, Co-Chair, Committee on Finance, Audit and Personnel
Supervisor David Cullen, Co-Chair, Committee on Finance, Audit and Personnel
Raisa Koltun, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board
Stephen Cady, Office of the Comptroller
Justin Rodriguez, Office of the Comptroller
Brian Lanser, Quarles and Brady
Bridgette Keating, Quarles and Brady
Lafayette Crump, Crump Law Firm LLC
David Anderson, Public Financial Management

ATTACHMENT A

**DRAFT OF THE COUNTY'S NEW PROCEDURES
WITH RESPECT TO CONTINUING DISCLOSURE**

Milwaukee County Continuing Disclosure Compliance Policy

DRAFT

Adopted: _____, 2014 _____

Statement of Purpose

This Continuing Disclosure Compliance Policy (the "Policy") sets forth specific policies of the County of Milwaukee _____, Wisconsin (the "Issuer") designed to monitor continuing disclosure compliance

with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax-exempt / tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and other advisors, as needed.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring continuing disclosure compliance generally.

- A. The Comptroller or his or her designee ("Compliance Officer") is responsible for monitoring continuing disclosure compliance issues. As needed, the Compliance Officer may obtain assistance in monitoring continuing disclosure compliance issues from Milwaukee County's internal and external advisors, including but not limited to Corporation Counsel, bond counsel, and financial advisors.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.

- C. All documents and other records relating to Obligations issued by the Issuer will be maintained by or at the direction of the Compliance Officer.
 - D. The Compliance Officer will notify EMMA of if he/she or the County's dissemination agent determines that the County will not be able to submit the disclosure documents by the required agreement date.
-
- E. The Compliance Officer will review continuing disclosure compliance procedures and systems on a periodic basis, and endeavor to do so not less than annually.
 - A. Obtain and store copies of the Continuing Disclosure Agreements.

Record Retention

The following polices relate to retention of records relating to the Obligations issued, but are not intended to be less restrictive than applicable record retention laws, ordinances and policies.

The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income

received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).

- D. Coordinate the retention of all records.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Conduit Bond Financings

In conduit bond financings, such as industrial revenue bonds or Midwestern Disaster Area Bonds, the Issuer is not in a position to directly monitor compliance with arbitrage requirements and qualified use requirements because information concerning and control of those activities lies with the private borrower. The Issuer's policy in connection with conduit financings is to require that the bond documents in such financings impose on the borrower (and trustee or other applicable party) responsibility to monitor compliance with qualified use rules and arbitrage and other federal tax requirements and to take necessary action if remediation of nonqualified bonds is required.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will take the actions listed below, if and as required by such Continuing Disclosure Agreements. The Compliance Officer may coordinate with staff, and may engage a dissemination agent, counsel, and/or other professionals to assist in discharging the Compliance Officer's duties under these Procedures as the Compliance Officer deems necessary.

A. Compilation of Currently Effective Continuing Disclosure Agreements

The Compliance Officer will compile and maintain a set of all currently effective Continuing Disclosure Agreements of the Issuer. Such agreements are included in the transcript of proceedings for the Issuer's respective bond or note issue. Continuing Disclosure Agreements are "Currently Effective" for purposes of these Procedures (and hence should be included in the set of Currently Effective Continuing Disclosure Agreements) for as long as the bonds or notes to which they relate are outstanding. As bonds or notes are completely repaid or redeemed, the Compliance Officer should remove the related continuing disclosure agreements from the set of Currently Effective Continuing Disclosure Agreements.

B. Annual Review and Annual Reporting Requirements

The Compliance Officer will ensure that all necessary financial statements, financial information and operating data is filed in the manner and by the filing dates set forth in the Currently Effective Continuing Disclosure Agreements. The Compliance Officer will review the set of Currently Effective Continuing Disclosure Agreements annually, prior to each annual filing, keeping in mind:

- The financial information and operating data required to be reported under a particular Continuing Disclosure Agreement may differ from the financial information and operating data required to be reported under another Continuing Disclosure Agreement; and
- The timing requirements for reporting under a particular Continuing Disclosure Agreement may differ from the timing requirements for filing under another Continuing Disclosure Agreement. Review with PFM all continuing disclosure documents and establish the Currently Effective Continuing Disclosure Agreements.

C. Calendar; EMMA Notification System

The Compliance Officer should keep a calendar of all pertinent filing dates required under the Issuer's Currently Effective Continuing Disclosure Agreements. The Compliance Officer will also subscribe to notification services made available through the EMMA system.

D. Annual Review of Prior Filings

As part of the annual review process, the Compliance Officer will also review prior filings made within the past five years subsequent to the last such review of prior filings. If the Compliance Officer discovers any late or missing filings, the Compliance Officer (after discussing the circumstances with the Issuer's dissemination agent, counsel or other agents as necessary) will "remedy" such prior failures by ensuring that the missing information is filed within a reasonable time period.

E. Monitoring of Material Events

The Compliance Officer will monitor the occurrence of any of the following events and/or other events set forth in the Currently Effective Continuing Disclosure Agreements and will provide notice of the same in the required manner and by the relevant reporting deadline (likely within 10 days of the occurrence):

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;

- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes;
- Modification to rights of holders of the Issuer's bonds or notes, if material;
- Calls of the Issuer's bonds or notes, if material, and tender offers;
- Defeasances of the Issuer's bonds or notes;
- Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material;
- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the Issuer;
- The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- Appointment of a successor or additional trustee or the change of name of a trustee, if material.

F. Review of Official Statements

The Compliance Officer should review drafts of any Official Statement for a new offering or bonds or notes, with assistance from its dissemination agent, counsel or other agents of the Issuer as necessary, and should determine that the Official Statement accurately and completely describes the Issuer's continuing disclosure compliance history within the five years prior to the date of the respective Official Statement based on the best information available to Milwaukee County. This compliance review is not meant to limit the Issuer's other reviews of or diligence procedures relating to its Official Statements.

G. Municipalities Continuing Disclosure Cooperative Initiative

If the Issuer has previously reported to the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") under the *Municipalities Continuing Disclosure Cooperative Initiative* (the "MCDC Initiative") and if the Division

recommended enforcement proceedings and settlement terms in that connection, then the Compliance Officer is responsible, with assistance from its dissemination agent, counsel, and/or other agents of the Issuer, for implementing the undertakings required by such settlement. A list of these "undertakings" is set forth in the Division's announcement describing the MCDC Initiative: <http://www.sec.gov/divisions/enforce/municipalities-continuing-disclosure-cooperation-initiative.shtml>.

H. Record Retention

The Compliance Officer should retain documentation evidencing the Issuer's annual reviews and its reviews of Official Statements in connection with new offerings as set forth above. This Issuer should retain this documentation, for each Continuing Disclosure Agreement, for the period that the related bonds or notes are outstanding.

I. Annual Review Checklist

The Compliance Officer may (or may not) choose to use and retain the attached Annual Review Checklist to assist in implementing these Procedures.

CONTINUING DISCLOSURE ANNUAL REVIEW CHECKLIST

1. Fiscal Year Ending: December 31,
2014 _____

2. Compliance Officer: _____

3. Checklist Completion Date: _____

DRAFT

4. Bonds/Notes for which there are Currently Effective Continuing Disclosure Agreements

<u>Attach</u>		<u>Agreements:</u>	
Bond Issue Amount	Bond Issue Title	Bond Issue Series	Dated Date
\$26,935,000	General Obligation Corporate Purpose Bonds	2013A	14-Aug-13
\$47,095,000	Airport Revenue Bonds	2013A	14-Aug-13
\$3,330,000	Airport Revenue Refunding Bonds	2013B	14-Aug-13
\$99,300,000	Taxable General Obligation Pension Refunding Bonds	2013B	27-Jun-13
\$138,730,000	Taxable General Obligation Pension Promissory Notes	2013	12-Feb-13
\$23,105,000	General Obligation Refunding Bonds	2012	20-Dec-12
\$35,095,000	General Obligation Refunding Bonds	2011	30-Mar-11
\$31,165,000	Taxable General Obligation Corporate Purpose Bonds (Build America Bonds - Direct Payment)	2010C	21-Dec-10
\$9,770,000	General Obligation Promissory Notes	2010D	21-Dec-10
\$12,690,000	Airport Revenue Bonds	2009A	21-Dec-09
\$31,570,000	Airport Revenue Bonds	2010A	14-Oct-10
\$51,590,000	Airport Revenue Refunding Bonds	2010B	14-Oct-10
\$22,725,000	Taxable General Obligation Corporate Purpose Bonds (Build America Bonds - Direct Payment)	2010A	13-May-10
\$12,325,000	General Obligation Promissory Notes	2010B	13-May-10
\$2,350,000	Airport Revenue Refunding Bonds	2009B	21-Dec-09
\$30,365,000	Taxable General Obligation Corporate Purpose Bonds (Build America Bonds - Direct Payment)	2009E	15-Nov-09
\$15,610,000	General Obligation Promissory Notes	2009F	15-Nov-09
\$24,775,000	Taxable General Obligation Corporate Purpose Bonds (Build America Bonds - Direct Payment)	2009C	1-Aug-09
\$17,250,000	General Obligation Promissory Notes	2009D	1-Aug-09
\$265,000,000	Taxable General Obligation Pension	2009A	2-Apr-09
\$135,000,000	Taxable Pension Notes	2009B	2-Apr-09
\$30,860,000	General Obligation Corporate Purpose Bonds	2008A	1-Jun-08
\$13,445,000	Airport Revenue Bonds	2007A	7-Nov-07
\$32,625,000	General Obligation Corporate Purpose Bonds	2007A	7-Jun-07
\$25,665,000	Airport Revenue Bonds	2006A	16-Nov-06
\$5,020,000	Airport Revenue Bonds	2006B	16-Nov-06
\$31,595,000	General Obligation Corporate Purpose Bonds	2006A	1-Apr-06
\$29,010,000	Airport Revenue Bonds	2005A	22-Dec-05
\$7,755,000	Airport Revenue Refunding Bonds	2005B	22-Dec-05
\$63,025,000	General Obligation Refunding Bonds	2005A	1-Nov-05
\$24,610,000	General Obligation Corporate Purpose Bonds	2005A	1-Nov-05
\$3,736,000	Airport Revenue Bonds	2004A	31-Mar-04
\$26,950,000	General Obligation Corporate Purpose Bonds	2004A	1-Feb-04

\$ _____, _____, dated _____, 20__

\$ _____, _____, dated _____, 20__

\$ _____, _____, dated _____, 20__

\$23,105,000 _____, General Obligation Refunding Bonds, Series
2012 _____, dated December 20, _____,
2012 _____

5. Have any new Bonds or Notes subject to Continuing Disclosure Been Issued this Year?

_____ No

_____ Yes (Add Agreement to Set of Currently Effective Continuing Disclosure Agreements)

If Yes, did the Compliance Officer review the Official Statement's Description of the Issuer's Continuing Disclosure Compliance History within the Prior 5 Years? **Circle: Y / N** (If N, review and discuss any issues with counsel.)

6. Have any Bonds or Notes subject to Continuing Disclosure Been Completely Paid or Redeemed this Year?

_____ No

_____ Yes (Remove Agreement from Set of Currently Effective Continuing Disclosure Agreements)

7. (a) Has the Compliance Officer Review the Annual Continuing Disclosure Filing to Ensure that all Necessary Financial Statements, Financial Information and Operating Data is Included?

_____ Yes

_____ No (Compliance Officer must review the Annual Continuing Disclosure Filing)

(b) For purposes of this review, please keep in mind:

	Checked?
Different Continuing Disclosure Agreements may require different information to be file (so check each one)	Y / N
Different Continuing Disclosure Agreements may have different filing timing requirements (so check each one).	Y / N

Have any of the Following Events Occurred this Year?

Event	Circle
1. Principal and interest payment delinquencies	Y / N
2. Non-payment related defaults, if material	Y / N
3. Unscheduled draws on debt service reserves reflecting financial difficulties	Y / N
4. Unscheduled draws on credit enhancements reflecting financial difficulties	Y / N
5. Substitution of credit or liquidity providers, or their failure to perform	Y / N
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's bonds or notes, or other material events affecting the tax status of the Issuer's bonds or notes	Y / N
7. Modification to rights of holders of the Issuer's bonds or notes, if material	Y / N
8. Calls of the Issuer's bonds or notes, if material, and tender offers	Y / N
9. Defeasances of the Issuer's bonds or notes	Y / N
10. Release, substitution or sale of property securing repayment of the Issuer's bonds or notes, if material	Y / N
11. Rating changes	Y / N
12. Bankruptcy, insolvency, receivership or similar event of the Issuer	Y / N
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material	Y / N
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material	Y / N

If any such Event Occurred, was Proper Notice Provided?

Yes

No (Call your dissemination agent or counsel immediately to discuss)

N/A

Has the Issuer Retained a Dissemination Agent? (i.e., a Paid Third Party that Assists with Filings)

Yes: Name/Contact: Public Financial Management

No

Annual Review Date:

Scott B. Manske
Comptroller
Date:

Brian Lanser
Quarles & Brady LLP
Date:

Pamela Bryant
Capital Finance Manager
Date:

David Anderson
Public Financial Management
Date:

Julie Wilson
Principal Attorney, Corporation Counsel
Date:

Brian Della
Public Financial Management
Date:

ATTACHMENT B

DRAFT OF THE COUNTY'S MCDC INITIATIVE FILING



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Taxable General Obligation Corporate Purpose Bonds, Series 2009E (Build America Bonds - Direct Payment); General Obligation Promissory Notes, Series 2009F**

Initial Principal Amount of Bond Issuance: **\$30,365,000; \$15,610,000**

Date of Offering: **11/15/2009**

Date of final Official Statement (format MMDDYYYY): **11/05/2009**

Nine Character CUSIP number of last maturity: **602245VQ2; 602245WA6**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Robert W. Baird & Co., Inc.**
Primary Individual Contact at Underwriter: **Paul Schultz**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**
Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**
Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**
Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**
Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Taxable General Obligation Corporate Purpose Bonds, Series 2010A (Build America Bonds - Direct Payment); General Obligation Promissory Notes, Series 2010B**

Initial Principal Amount of Bond Issuance: **\$22,725,000; \$12,325,000**

Date of Offering: **05/01/2010**

Date of final Official Statement (format MMDDYYYY): **04/22/2010**

Nine Character CUSIP number of last maturity: **602245WM0; 602245WV0**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Robert W. Baird & Co., Inc.**
Primary Individual Contact at Underwriter: **Paul Schultz**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**
Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**
Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**
Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**
Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Taxable General Obligation Corporate Purpose Bonds, Series 2010C (Build America Bonds - Direct Payment); General Obligation Promissory Notes, Series 2010D**

Initial Principal Amount of Bond Issuance: **\$38,165,000; \$9,770,000**

Date of Offering: **12/21/2010**

Date of final Official Statement (format MMDDYYYY): **12/09/2010**

Nine Character CUSIP number of last maturity: **602245XK3; 602245XU1**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **M&I Marshall & Ilsley Bank; Hutchinson, Shockey, Erley & Co.**

Primary Individual Contact at Underwriter: [_____]; **Thomas Dannenberg**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**

Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**

Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**

Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**

Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **General Obligation Refunding Bonds, Series 2011A**

Initial Principal Amount of Bond Issuance: **\$35,095,000**

Date of Offering: **03/15/2011**

Date of final Official Statement (format MMDDYYYY): **03/17/2011**

Nine Character CUSIP number of last maturity: **602245YB2**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Citigroup Global Markets Inc.**
Primary Individual Contact at Underwriter: **Matthew Bunda**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**
Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**
Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**
Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**
Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Taxable General Obligation Pension Promissory Notes, Series 2013**

Initial Principal Amount of Bond Issuance: **\$138,730,000**

Date of Offering: **02/12/2013**

Date of final Official Statement (format MMDDYYYY): **01/24/2013**

Nine Character CUSIP number of last maturity: **602245ZA3**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **J.P. Morgan Securities LLC**

Primary Individual Contact at Underwriter: [_____]

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**

Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**

Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**

Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**

Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **General Obligation Corporate Purpose Bonds, Series 2013A**

Initial Principal Amount of Bond Issuance: **\$26,935,000**

Date of Offering: **08/14/2013**

Date of final Official Statement (format MMDDYYYY): **07/24/2013**

Nine Character CUSIP number of last maturity: **602245ZW5**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item-2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Robert W. Baird & Co., Inc.**
Primary Individual Contact at Underwriter: **Paul Schultz**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**
Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**
Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **N/A**
Primary Individual Contact at Underwriter's Counsel: **N/A**

Law Firm Serving as Disclosure Counsel: **N/A**
Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self- Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Airport Revenue Bonds, Series 2009A (Non-AMT); Airport Revenue Refunding Bonds, Series 2009B (AMT)**

Initial Principal Amount of Bond Issuance: **\$12,690,000; \$2,350,000**

Date of Offering: **12/21/2009**

Date of final Official Statement (format MMDDYYYY): **12/10/2009**

Nine Character CUSIP number of last maturity: **602248FT8; 602248FY7**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Merrill Lynch, Pierce, Fenner & Smith Incorporated**
Primary Individual Contact at Underwriter: **Nancy Clawson**

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**
Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**
Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **Perkins Coie LLP**
Primary Individual Contact at Underwriter's Counsel: **Marc L. Oberdorff**

Law Firm Serving as Disclosure Counsel: **N/A**
Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: **Scott B. Manske**

Individual Contact Title: **Comptroller**

Individual Contact telephone: **(414) 278-3001**

Individual Contact Fax number: [_____]

Individual Contact email address: **Scott.Manske@milwaukeecountywi.gov**

Full Legal Name of Self-Reporting Entity: **Milwaukee County, Wisconsin**

Mailing Address (number and street): **901 N. 9th Street, Room 301**

Mailing Address (city): **Milwaukee**

Mailing Address (state): **Wisconsin**

Mailing Address (zip): **53233**

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: **Wisconsin**

Full Name of Issuing Entity: **Milwaukee County, Wisconsin**

Full Legal Name of Obligor (if any): **Milwaukee County, Wisconsin**

Full Name of Security Issue: **Airport Revenue Bonds, Series 2010A (Non-AMT); Airport Revenue Refunding Bonds, Series 2010B (AMT)**

Initial Principal Amount of Bond Issuance: **\$31,570,000; \$51,590,000**

Date of Offering: **10/14/2010**

Date of final Official Statement (format MMDDYYYY): **09/30/2010**

Nine Character CUSIP number of last maturity: **602248GQ3; 602248HD1**

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
- Obligor
- Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm: **Merrill Lynch, Pierce, Fenner & Smith Incorporated**

Primary Individual Contact at Underwriter: _____; _____

Financial Advisor: **Public Financial Management, Inc.; Peralta Garcia Solutions, LLC**

Primary Individual Contact at Financial Advisor: **Brian Della; Leticia Peralta Davis**

Bond Counsel Firm: **Chapman and Cutler LLP; Emile Banks & Associates, LLC**

Primary Individual Contact at Bond Counsel: **Chuck Jarik; Emile Banks, Jr.**

Law Firm Serving as Underwriter's Counsel: **Perkins Coie LLP**

Primary Individual Contact at Underwriter's Counsel: **Marc L. Oberdorff**

Law Firm Serving as Disclosure Counsel: **N/A**

Primary Individual Contact at Disclosure Counsel: **N/A**

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):

Please refer to the cover letter filed with this Questionnaire.

On behalf of Milwaukee County, I hereby certify that the Self-Reporting Entity intends to consent to the applicable settlement terms under the MCDC Initiative.

By: _____

Scott B. Manske
Comptroller

ATTACHMENT C

THE DIVISION'S ANNOUNCEMENT DESCRIBING THE MCDC INITIATIVE



U.S. Securities and Exchange Commission

Search SEC Documents [Company Filings](#) | [More Search Options](#)

[ABOUT](#) [DIVISIONS](#) [ENFORCEMENT](#) [REGULATION](#) [EDUCATION](#) [FILINGS](#) [NEWS](#)

Municipalities Continuing Disclosure Cooperation Initiative

Division of Enforcement

U.S. Securities and Exchange Commission

I. Introduction

The Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") is intended to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents.

As described below, under the MCDC Initiative, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") will recommend favorable settlement terms to issuers and obligated persons involved in the offer or sale of municipal securities (collectively, "issuers") as well as underwriters of such offerings if they self-report to the Division possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Exchange Act").

II. Background

Rule 15c2-12 generally prohibits any underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure regarding the security and issuer, including information about its financial condition and operating data. Rule 15c2-12 also generally requires that any final official statement prepared in connection with a primary offering of municipal securities contain a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any previous commitment to provide such continuing disclosure.

The Commission may file enforcement actions under either Section 17(a) of the Securities Act of 1933 (the "Securities Act"), and/or Section 10(b) of the Exchange Act against issuers for inaccurately stating in final official statements that they have substantially complied with their prior continuing disclosure obligations. In such instances, underwriters for these bond offerings may also have violated the anti-fraud provisions to the extent they failed to exercise adequate due diligence in determining whether issuers have complied with such obligations, and as a result, failed to form a reasonable basis for believing the truthfulness of a key representation in the issuer's official statement. For instance, on July 29, 2013, the Commission charged a school district in Indiana and its underwriter with falsely stating to bond investors that the school district had been properly providing annual financial information and notices required as part of its prior bond offerings. Without admitting or denying the Commission's findings, the school district and underwriter each consented to, among other things, an order to cease and desist from committing or causing any violations of Section 10(b) of the Exchange Act and Rule 10b-5. The underwriter also agreed to pay disgorgement and prejudgment interest of \$279,446 as well as a penalty of \$300,000.

The Commission has in the past emphasized that the likelihood that an issuer will abide by its continuing disclosure obligations is critical to any evaluation of its covenants. An underwriter's obligation to have a reasonable basis to believe that the key representations in a final official statement are true and accurate extends to an issuer's representations concerning past compliance with disclosure obligations. Indeed, this provision of Rule 15c2-12 was specifically intended to serve as an incentive for issuers to comply with their undertakings to provide disclosures in the secondary market for municipal securities, and also assists underwriters and others in assessing the reliability of the issuer's disclosure representations. Moreover, the Commission has in the past stated that it believes that it is doubtful that an underwriter could form a reasonable basis for relying on the accuracy or completeness of an issuer's ongoing disclosure representations without the underwriter affirmatively inquiring as to that filing history,

Questionnaire

[Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities](#)

and the underwriter may not rely solely on a written certification from an issuer that it has provided all filings or notices.⁴

Based on available information, and as highlighted in the [Commission's August 2012 Municipal Market Report](#), there is significant concern that many issuers have not been complying with their obligation to file continuing disclosure documents and that federal securities law violations involving false statements concerning such compliance may be widespread.

III. The MCDC Initiative

A. Who Should Consider Self-Reporting to the Division?

Issuers who may have made materially inaccurate statements in a final official statement regarding their prior compliance with their continuing obligations as described in Rule 15c2-12 should consider self-reporting to the Division to take advantage of the MCDC Initiative.

Underwriters of offerings in which the final official statement contains materially inaccurate statements regarding an issuer's prior compliance with continuing disclosure obligations should also consider self-reporting under the MCDC Initiative. Such underwriters may include the lead underwriter in an underwriting syndicate of such offerings or the sole underwriter in such offerings, and includes both competitive and negotiated underwritings.

Issuers or underwriters that have already been contacted by the Division as of the date of this announcement regarding possible inaccurate statements as to past compliance with continuing disclosure obligations, but against whom no enforcement action has yet been taken, may be eligible for the MCDC Initiative and should contact the Enforcement staff to discuss eligibility.

B. When and What Must Issuers and Underwriters Self Report?

To be eligible for the MCDC Initiative, an issuer or underwriter must self-report by accurately completing the [attached questionnaire](#) and submitting it within the six month period beginning March 10, 2014 and ending at 12:00 a.m. EST on September 10, 2014. Information required by the questionnaire includes:

- identification and contact information of the self-reporting entity;
- information regarding the municipal securities offerings containing the potentially inaccurate statements;
- identities of the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each such offering;
- any facts that the self-reporting entity would like to provide to assist the staff in understanding the circumstances that may have led to the potentially inaccurate statement(s); and
- a statement that the self-reporting entity intends to consent to the applicable settlement terms under the MCDC Initiative.

Submissions may be made by email to MCDCsubmissions@sec.gov, by fax to (301) 847-4713 or by mail to MCDC Initiative, U.S. Securities and Exchange Commission, Boston Regional Office, 33 Arch Street, Boston, MA 02110.

C. Standardized Settlement Terms the Division Will Recommend

To the extent an entity meets the requirements of the MCDC Initiative and the Division decides to recommend enforcement action against the entity ("eligible issuer" or "eligible underwriter"), the Division will recommend that the Commission accept a settlement which includes the terms described below.⁵

1. Types of Proceedings and Nature of Charges

For eligible issuers, the Division will recommend that the Commission accept a settlement pursuant to which the issuer consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act for violation(s) of Section 17(a)(2) of the Securities Act.⁶ The Division will recommend a settlement in which the issuer neither admits nor denies the findings of the Commission.

For eligible underwriters, the Division will recommend that the Commission accept a settlement pursuant to which the underwriter consents to the institution of a cease and

desist proceeding under Section 8A of the Securities Act and administrative proceedings under Section 15(b) of the Exchange Act for violation(s) of Section 17(a)(2) of the Securities Act. The Division will recommend a settlement in which the underwriter neither admits nor denies the findings of the Commission.

2. Undertakings

For eligible issuers, the settlement to be recommended by the Division must include undertakings by the issuers. Specifically, as part of the settlement, the issuer must undertake to:

- establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings;
- comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved;
- disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and
- provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

For eligible underwriters, the settlement to be recommended by the Division must include undertakings by the underwriters. Specifically, as part of the settlement, the underwriter must undertake to:

- retain an independent consultant, not unacceptable to the Commission staff, to conduct a compliance review and, within 180 days of the institution of proceedings, provide recommendations to the underwriter regarding the underwriter's municipal underwriting due diligence process and procedures;
- within 90 days of the independent consultant's recommendations, take reasonable steps to enact such recommendations; provided that the underwriter make seek approval from the Commission staff to not adopt recommendations that the underwriter can demonstrate to be unduly burdensome;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved; and
- provide the Commission staff with a compliance certifications regarding the applicable undertakings by the Underwriter on the one year anniversary of the date of institution of the proceedings.

3. Civil Penalties

For eligible issuers, the Division will recommend that the Commission accept a settlement in which there is no payment of any civil penalty by the issuer.

For eligible underwriters, the Division will recommend that the Commission accept a settlement in which the underwriter consents to an order requiring payment of a civil penalty as described below:

- For offerings of \$30 million or less, the underwriter will be required to pay a civil penalty of \$20,000 per offering containing a materially false statement;
- For offerings of more than \$30 million, the underwriter will be required to pay a civil penalty of \$60,000 per offering containing a materially false statement;
- However, no underwriter will be required to pay more than \$500,000 total in civil penalties under the MCDC Initiative.

D. No Assurances Offered with Respect to Individual Liability

The MCDC Initiative covers only eligible issuers and underwriters. The Division provides no assurance that individuals associated with those entities, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities laws. The Division may recommend enforcement action against such individuals and may seek remedies beyond those available through the MCDC Initiative. Assessing whether to recommend enforcement action against an individual for violations of the federal securities laws necessarily involves a case-by-case assessment of specific facts and circumstances, including evidence regarding the level of intent and other factors such as cooperation by the individual.

E. No Assurances for Entities That Do Not Take Advantage of MCDC Initiative

For issuers and underwriters that would be eligible for the terms of the MCDC initiative but that do not self-report pursuant to the terms of the MCDC Initiative, the Division offers no assurances that it will recommend the above terms in any subsequent enforcement recommendation. As noted above, assessing whether to recommend enforcement action necessarily involves a case-by-case assessment of specific facts and circumstances, but entities are cautioned that enforcement actions outside of the MCDC initiative could result in the Division or the Commission seeking remedies beyond those described in the initiative. For issuers, the Division will likely recommend and seek financial sanctions. For underwriters, the Division will likely recommend and seek financial sanctions in amounts greater than those available pursuant to the MCDC Initiative.

Questions regarding the MCDC Initiative may be directed to MCDCinquiries@sec.gov.

• Recommendations by the Division to the Commission are subject to approval by the Commission.

• The Issuers' agreement to make such disclosures is memorialized in a written undertaking frequently called a Continuing Disclosure Agreement. The Continuing Disclosure Agreement requires that issuer to file annual financial information and notices of certain material events with the Electronic Municipal Market Access, or EMMA, an electronic information repository system maintained by the Municipal Securities Rulemaking Board (MSRB), which is accessible to all investors on the internet.

• *In the Matter of West Clark Community Schools*, AP File No. 3-15391 (July 29, 2013); *In the Matter of City Securities Corporation and Randy G. Ruhl*, AP File No. 3-15390 (July 29, 2013).

• See "Municipal Securities Disclosure," Securities Exchange Act Release No. 34961 (November 10, 1994), 59 FR 59590, *supra* notes 50-54 (November 17, 1994). See also "Amendments to Municipal Securities Disclosure," Securities Exchange Act Release No. 34-62184A (May 26, 2010), 75 FR 331100, *supra* n. 348-362 (June 10, 2010).

• The standardized settlement terms of the MCDC Initiative are only applicable to inaccurate statements concerning compliance with continuing disclosure obligations. The MCDC Initiative and the standardized settlement terms are not applicable to other material misstatements in final official statements or related communications or other misconduct. Any other potential misconduct is subject to investigation and separate enforcement action, if appropriate. If enforcement action is taken, entities may be subject to additional remedies for that misconduct, including additional financial sanctions.

• Violations of Section 17(a)(2) require a finding of negligent conduct.

Modified: March 10, 2014

[Site Map](#) | [Accessibility](#) | [Contracts](#) | [Privacy](#) | [Inspector General](#) | [Agency Financial Report](#) | [Budget & Performance](#) | [Careers](#) | [Contact](#)
[FOIA](#) | [No FEAR Act & EEO Data](#) | [Whistleblower Protection](#) | [Open Government](#) | [Plain Writing](#) | [Links](#) | [Investor.gov](#) | [USA.gov](#)

RECEIVED
2014 OCT 10 PM 4:14
MUNICIPAL SECURITIES BOARD

By the Committee on Finance, Personnel, and Audit

File No. 14-797

1

2

3

4

5

6

7

8

9

10

11

(ITEM 13) A resolution to **RECEIVE AND PLACE ON FILE** (vote 9-0) an informational report from the Milwaukee County Comptroller dated October 10, 2014, providing an update on the 2014 Year-End Fiscal Projection for Milwaukee County (August 2014).

jmj

11/03/14

\\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-797.docx



COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

Office of the Comptroller

FPA
FILE NO:
14-797

DATE : October 10, 2014
TO : Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
FROM : Scott B. Manske, Comptroller
SUBJECT: 2014 Fiscal Projection for Milwaukee County – (August 2014) (For Information Only)

Policy Issue

County Ordinance 56.02(2) was modified to reflect changes adopted under 2011 Wisconsin Act 62 which created the Office of the Comptroller and requires a monthly update of the fiscal condition of the County to the County Board. To comply with this ordinance, the Comptroller is providing the County Board with this fiscal report.

Updated 2014 Year-end Fiscal Projection – August 2014

Period	County Projected Year End Position	Annual Projection	Change from Prior Projection
2 nd Quarter 2014	Surplus	\$7.0 million	
August 2014 (Current Period)	Surplus	\$11.5 million	\$4.5 million

Based on financial results through August 31, 2014, quarterly reports submitted by departments and Contingency Fund transfers from the September cycle, Milwaukee County's projected 2014 year-end fiscal status is a projected surplus of \$11.5 million. The projected surplus assumes that the available balance in the contingency fund of \$6.4 million is applied to offset departmental and non-departmental deficits. To the extent the contingency fund is used during the year for other purposes, the projected surplus will decrease.

The following table reports significant changes in departments' projected year end since the prior report. Attachment A lists major departments' projected year end as of June 30, 2014 and as of August 31, 2014.

Departments with a significant change from prior report

Org Unit	Department	As of June 30	As of August 31	Change
1140	Human Resources	\$54,600	\$203,300	\$148,700
1170	Risk Management*	(\$2,828,600)	(\$640,200)	\$2,188,400
2000	Courts	(\$276,500)	(\$697,700)	(\$421,200)
4000	Sheriff	(\$5,644,600)	(\$5,211,300)	\$433,300
4300	House of Correction	\$298,000	\$149,000	(\$149,000)
5300	DOT – Fleet*	(\$405,000)	\$0	\$405,000
5600	DOT – Transit/Paratransit	\$1,763,400	\$1,263,400	(\$500,000)
1945	Unallocated Contingency Fund*	\$3,831,098	\$5,513,795	\$1,682,697
1945	Allocated Contingency Fund*	\$0	\$900,000	\$900,000

*See table below regarding the change in the Contingency Fund and related departments.

Unallocated Contingency Fund	
Prior Report Balance	\$3,831,098
Actions Since Prior Report	
Risk Management Transfer	(\$2,000,000)
Civil Service Legal Fees	(\$20,000)
ATC Easement Proceeds Deposit	\$607,697
Fleet Management Transfer	(\$405,000)
Fire Insurance Proceeds Deposit	\$3,500,000
Current Balance as of September	\$5,513,795

Allocated Contingency Fund	
Prior Report Balance	\$0
Actions Since Prior Report	
Release Marcia P. Cogg's Center Lease Funds	\$900,000
Current Available Balance as of September	\$900,000

Human Resources

The Department is projecting a surplus in its services account series due to surplus Temporary Help and Professional Services contract funds.

Risk Management

The DAS Risk Management Division improves from a projected deficit of (\$2.8) million to a projected deficit of (\$0.6) million mainly due to a \$2.0 million fund transfer approved during the September cycle of the County Board from the Contingency Fund. This is offset by a \$2.0 million reduction to the Contingency Fund for no tax levy change.

Combined Court Operations

The Courts are currently projecting an overall deficit of (\$0.7) million due to a projected deficit of (\$0.35) million in revenue and (\$0.33) million in expenditures. The revenue deficit is a result of lower fines and permit fees of (\$27,000), interest income revenue of (\$103,000), Special Dispensation fees of (\$81,000) and General Action Large Claims revenue of (\$157,000).

Salaries and wages are projected to surplus by \$0.2 million. Offsetting this surplus is a projected deficit of (\$0.58) million in their services due mainly to a deficit of (\$0.75) million in their Adversary Counsel fees. Other slight surpluses help to partially offset this deficit.

Sheriff

The projected deficit for the Sheriff decreases by \$0.4 million primarily due to increased revenue of \$88,000 from the County Grounds, \$22,000 from the Task Force Liaison and \$88,000 from Special Events along with a projected decrease of \$0.2 million in the projected Salary and Wages deficit of (\$3.5) million in June to (\$3.3) million in August.

House of Correction (HOC)

The HOC is currently projecting a surplus of \$0.15 million due to a revenue surplus of \$0.6 million offsetting an overtime and salary projected deficit of (\$0.5) million for 2014.

DOT – Fleet Maintenance

The DOT – Fleet Maintenance Division improves due to a \$0.4 million fund transfer approved during the September cycle of the County Board from the Contingency Fund. This is offset by a \$0.45 million reduction to the Contingency Fund for no tax levy change.

DOT – Transit/Paratransit Services

The DOT – Transit and Paratransit Services has a reduction of (\$0.5) million in its projected surplus of \$1.7 million in June to \$1.3 million in August due to an increased depreciation charge of \$2.9 million partially offset by increased federal revenue of \$2.4 million.

Committee Action

This is an informational report only. This report should be referred to and reviewed by the Finance and Audit Committee.



Scott B. Manske
Comptroller

Attachments

cc: Chris Abele, County Executive
Supervisor Willie Johnson, Jr., Co-Chairman, Finance, Audit & Personnel
Committee
Supervisor David Gullen, Co-Chairman, Finance, Audit & Personnel
Committee
Finance, Audit and Personnel Committee
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Director, Office of Performance, Strategy and Budget
Janelle Jensen, Committee Clerk, County Clerk
Department Heads

ATTACHMENT A				
Dept	Department Name	Jun-14	Aug-14	Change
1040	Community Business Development Partners	\$ (123,000)	\$ (115,800)	\$ 7,200
1140	Department of Human Resources	54,600	203,400	148,800
1170	Risk Management	(2,828,600)	(640,200)	2,188,400
2000	Combined Courts	(276,500)	(697,700)	(421,200)
3090	Treasurer	81,200	81,200	-
3400	Register of Deeds	(413,800)	(415,100)	(1,300)
3700	Comptroller	93,200	149,700	56,500
4000	Sheriff	(5,644,600)	(5,211,300)	433,300
4300	House of Correction	298,000	149,000	(149,000)
4500	District Attorney	116,300	118,000	1,700
4900	Medical Examiner	(36,200)	(30,500)	5,700
5300	DOT-Fleet	(405,000)	-	405,000
5500	DAS - Water Utility	-	-	-
5600	DOT-Transit/Paratransit System	1,763,400	1,263,442	(499,958)
6300	Behavioral Health Division	(616,600)	1,147,800	1,764,400
7900	Department on Aging	-	-	-
7990	Department of Family Care (CMO)	(3,326,400)	(3,273,800)	52,600
7990	Contribution to Family Care Reserve	3,326,400	3,273,800	(52,600)
8000	Department of Health and Human Services	4,079,400	2,264,800	(1,814,600)
9000	Department of Parks, Recreation & Culture	-	-	-
9500	Zoological Department	(111,100)	(102,437)	8,663
	Other	321,216	133,204	(188,012)
	Departmental Total	\$ (3,648,084)	\$ (1,702,491)	\$ 1,945,593
120	Capital Projects	\$ -	\$ -	\$ -
1937	Potawatomi Revenue	\$ (200,000)	\$ (200,000)	
1945	Unallocated Contingency Fund	3,831,098	5,513,795	1,682,697
1945	Allocated Congtingency Fund	-	900,000	900,000
1950	Fringe Benefits	7,000,000	7,000,000	-
1991	Reserve for Delinquent Property Taxes	-	-	-
1992	Earnings on Investments	(711,411)	(711,411)	-
1993	State Shared Revenue	-	-	-
1996	Sales Tax Revenue	750,000	750,000	-
9960	Debt Service Fund/Froedtert Lease Payment	-	-	-
	Non-Departmental	\$10,669,687	\$13,252,384	\$ 2,582,697
	Projected County Surplus (Deficit)	\$ 7,021,603	\$11,549,893	\$ 4,528,290

Note: As of this report, the Community Services Branch is moved from DHHS to BHD which accounts for the majority of the change in BHD and DHHS' change in fiscal status. The Community Services Branch is currently budgeted to surplus by \$2.0 for 2014. Prior fiscal report alerted policymakers to this pending change.

SEP 25 2014
SUBSIC
MOTION
REFERRED to
Finance
10-7

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
39
40
41
42
43
44
45
46
47

(ITEM 14) From the Director, Department of Child Support Services, requesting authorization to enter into a consulting and call center services contract with Xerox State & Local Solutions, Inc., for a term from October 1, 2014, through November 30, 2017, in an amount of \$550,000 for the first year and \$500,000 for the second and third years, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County Department of Child Support Services (CSS) currently operates its own call center services, utilizing a ten-year-old, expensive-to-maintain software system that has experienced serious breakdowns; and

WHEREAS, the cost to replace the call center system would require substantial County investment; and

WHEREAS, Xerox currently operates the State of Wisconsin's Child Support Trust Fund and provides call center services for several county child support agencies around the State; and

WHEREAS, CSS is able to obtain both workflow consultation and call center services from Xerox State & Local Solutions, Inc., while reassigning call center personnel to duties directly impacting performance; and

WHEREAS, the term of the contract would be from October 1, 2014, through November 30, 2017, and would cost \$550,000 for the first year and \$500,000 for the second and third years; and

WHEREAS, improvements in workflow processing and increased staffing in areas directly impacting performance have the potential to dramatically improve child support services for county residents and increase performance funding for CSS; now, therefore,

BE IT RESOLVED, that the Department of Administrative Services is hereby authorized to process an administrative fund transfer to increase the expenditure and revenue authority in the amount of \$363,000 in projects WO236011 and WO236012 to account for the federal revenue received by the Department for expenditures related to the Innovation Fund project and that the Committee on Finance, Personnel, and Audit of the Milwaukee County Board of Supervisors hereby authorizes the Department of Child Support Services to enter into a contract with Xerox State & Local Solutions, Inc., for consulting and call center services.

jmj
09/21/14
\\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Sep\FPA\Resolutions\14-672.docx

APPROVED AS TO FORM
Paul Barry
CORPORATION COUNSEL

MILWAUKEE COUNTY FISCAL NOTE FORM
REVISED

REVISED

DATE: 8/28/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: From the Director of Child Support Services (CSS), requesting authorization to enter into a contract for consulting and call center services with XEROX State & Local Solutions, Inc.

FISCAL EFFECT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input checked="" type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input checked="" 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
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	363,000	
	Revenue	363,000	
	Net Cost	0	

DESCRIPTION OF FISCAL EFFECT

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

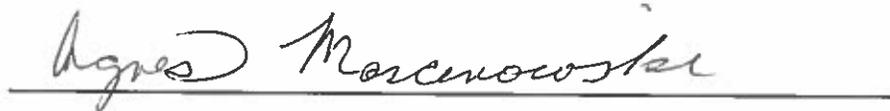
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current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

The Director of Child Support Services requests the County Board's authorization to enter into a contract for consulting and call center services with Xerox State & Local Solutions. The total value of the contract is \$550,000 of which \$187,000 is provided from an allocation of the Innovation fund File # 14-290 (April 2014). Child Support Services is requesting additional expenditure authority to cover the remaining \$363,000 and plans to fund this through an appropriation from the federal child support reimbursement program.

By entering into this agreement, we are estimating that we will save \$500,000 in 2015 (operating budget) as a result of not replacing the current phone system. Additionally we estimate that we will save approximately \$100,000 to \$300,000 per year (operating budget) for the years 2016- 2019. This money would have been used to pay for maintenance and upgrade to a replacement phone system.

Department/Prepared By Agnes Marciniowski, Manager of Operations, for Jim Sullivan,
Director, Department of Child Support Services

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

1
2
3 (ITEM 15) A resolution by Supervisors Cullen and Romo West to acknowledge the
4 responsibility and limitations of the Milwaukee County Board of Supervisors to approve
5 and review the tax levy required to operate the Department of Health and Human
6 Services - Behavioral Health Division as determined by the Mental Health Board and
7 County Executive, by recommending adoption of the following:

8
9 **A RESOLUTION**

10
11 WHEREAS, 2013 Wisconsin Act 203, effective April 10, 2014, created the
12 Milwaukee County Mental Health Board (MHB) and substantially changed the way
13 mental health services are governed, administered, and funded in Milwaukee County;
14 and

15
16 WHEREAS, essentially, Act 203 removed all mental health jurisdiction from the
17 Milwaukee County Board of Supervisors (County Board) to the MHB, which comprises
18 unelected individuals appointed by the Governor based on recommendations from the
19 County Executive and County Board; and

20
21 WHEREAS, the new legislation created a new process for the adoption of the
22 Behavioral Health Division's (BHD) annual budget that requires the MHB to propose a
23 budget to the County Executive who, in turn, may adjust the total tax levy provided that
24 it is no less than \$53 million and no more than \$65 million; and

25
26 WHEREAS, the new statute requires that the County Board "shall incorporate
27 into the budget for Milwaukee County" the "tax levy amount as proposed by the County
28 Executive"; and

29
30 WHEREAS, according to the meeting minutes, the MHB received the proposed
31 budget which staff worked "closely with the County Executive in preparing"; and

32
33 WHEREAS, the MHB adopted at its meeting held on August 28, 2014, a 2015
34 Budget that includes \$183.5 million in expenditures, \$121.4 million in non-tax levy
35 revenues, and tax levy of \$62.1 million without taking verbal public comment or adopting
36 or considering any amendments to the proposed budget; and

37
38 WHEREAS, the County Executive's 2015 Recommended Budget for BHD
39 includes \$179.6 million in expenditures, \$120.5 million in non-tax levy revenues, and a
40 tax levy of \$59.1 million; and

41
42 WHEREAS, the \$3 million reduction in the tax levy for BHD included in the
43 County Executive's 2015 Recommended Budget is primarily due to reductions made in
44 active and legacy employee fringe benefit costs that were made for all County
45 departments after the MHB adopted its budget in late August 2014; and

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

WHEREAS, the Milwaukee County Corporation Counsel advised in a memo dated September 3, 2014, that while statutes state that the County Board "shall incorporate into the budget for Milwaukee County" the "tax levy amount as proposed by the County Executive," the law is silent on what happens if the County Board refuses to adopt the BHD tax levy as proposed by the County Executive; and

WHEREAS, according to Corporation Counsel, the ramifications for failing to adopt the proposed BHD tax levy could include a court order to do so; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors (County Board) hereby opposes the concept that requires the Behavioral Health Division (BHD) property tax levy to be incorporated into the adopted County budget, as opposed to a separate County-administered tax levy for BHD; and

BE IT FURTHER RESOLVED, that the County Board shall incorporate the proposed 2015 BHD tax levy of \$59,099,341 as contained in the County Executive's Recommended Budget (File No. 14-765) into the 2015 Adopted Budget as required by 2013 Wisconsin Act 203; and

BE IT FURTHER RESOLVED, that in light of the new legislation creating the Mental Health Board, Milwaukee County residents are hereby informed that the proposed 2015 BHD tax levy represents a County Executive recommended tax levy increase of approximately \$1.62 million that must be incorporated into the 2015 Adopted Budget.

jmj
10/23/14
\\F101WPCHC\CNTYBRD-Data1\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-845.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 17, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution to acknowledge the responsibility and limitations of the County Board of Supervisors to approve and review the tax levy required to operate the Department of Health and Human Services - Behavioral Health Division (BHD) as determined by the Mental Health Board and County Executive

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
(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
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Approval of this resolution will: 1) indicate the Milwaukee County Board of Supervisors' opposition to the provisions of 2013 Wisconsin Act 203 that require the property tax levy to operate the Behavioral Health Division (BHD) be incorporated into the adopted County budget; 2) indicate the County Board's intention to include the proposed 2015 BHD tax levy of \$59,099,341 as contained in the County Executive's Recommended Budget (File No. 14-765) in the 2015 Adopted Budget as required by 2013 Wisconsin Act 203; and 3) inform Milwaukee County residents that the proposed 2015 BHD tax levy represents a tax levy increase of approximately \$1.62 million that must be incorporated into the 2015 Adopted Budget.
 - B. Approval of this resolution will not result in a fiscal impact. The BHD budget, including tax levy of approximately \$59.1 million, is contained in the 2015 Recommended Budget, File No. 14-765. The fiscal impacts of the proposed BHD budget, as outlined in this resolution, will be acted upon separately. This resolution does not appropriate or modify funding for the Behavioral Health Division.
 - C. None.
 - D. The only interpretation used is that this resolution does not serve as a substitute for the 2015 Budget (File No. 14-765) for the purposes of appropriating monies for the operation of the Behavioral Health Division.

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

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

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

Authorized Signature

Steve Cady

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

1 Supervisor David Cullen, Chairperson,
2 From the Committee on Finance, Personnel, and Audit, reporting on:

3
4 File No. 14-668
5

6 (ITEM 16) A resolution by Supervisor Weishan, Jr., authorizing that \$200,000 from
7 the Appropriation for Contingencies account be used for the construction and
8 installation of a new water pumping system at the Farm and Fish Hatchery, by
9 recommending adoption of the following:

10
11 **A RESOLUTION**

12
13 WHEREAS, Milwaukee County has owned the Farm and Fish Hatchery (the
14 Hatchery) located in the City of Franklin at the Milwaukee County House of Correction
15 since 1984; and

16
17 WHEREAS, in 2006, the Hunger Task Force (HTF) assumed the operational
18 duties of the Farm portion from the Department of Parks, Recreation, and Culture
19 (DPRC) under its Lease Agreement terms, and additionally acquired the Hatchery
20 operations in 2012; and

21
22 WHEREAS, a high capacity well that supplies water to the Farm and Hatchery is
23 located at the House of Correction, where it was originally constructed and operated;
24 and

25
26 WHEREAS, in October 2013, the well was irreparably damaged, rendering it
27 non-functional; and

28
29 WHEREAS, the Department of Administrative Services-Risk Management
30 Division filed an insurance claim in August 2014 for the damages to the well; and

31
32 WHEREAS, while it is anticipated Milwaukee County will receive insurance
33 reimbursement for replacement of the damaged well, it is unknown as to how soon
34 those would be made available to fund the necessary repairs to the well; and

35
36 WHEREAS, the Farm portion is currently being supplied water from the City of
37 Franklin at the expense of HTF through a water line paid with Community Development
38 Block Grant funds; and

39
40 WHEREAS, there is currently no water being pumped into the Hatchery; and

41
42 WHEREAS, all the fish that were located at the Hatchery have been placed in
43 outdoor rearing ponds, which are at risk for overcrowding, until a new sustainable water
44 pumping system is identified; and

45

46 WHEREAS, there is an immediate need for a functioning water system at the
47 Hatchery; and

48
49 WHEREAS, based on a bid issued by DPRC, the cost estimate for installing a
50 new high capacity well is approximately \$200,000; and

51
52 WHEREAS, a feasibility study was funded by a private donor to determine the
53 most efficient and cost effective solution for providing water to the Hatchery; and

54
55 WHEREAS, per adopted County Board Resolution File No. 14-127, Milwaukee
56 County has previously authorized transfers of unallocated contingency funds with the
57 anticipation of incoming insurance proceeds to be returned to the Appropriation for
58 Contingencies account upon receipt; and

59
60 WHEREAS, Milwaukee County must take expeditious action to install a new
61 water system in order to protect and maintain the remaining fish as well as to ensure the
62 perpetuity of the Hatchery; now, therefore,

63
64 BE IT RESOLVED, that the Milwaukee County Board of Supervisors authorizes
65 \$200,000 from the Appropriation for Contingencies account to be used for the
66 construction and installation of a new water pumping system on the Farm and Fish
67 Hatchery grounds; and

68
69 BE IT FURTHER RESOLVED, that the Milwaukee County Board of Supervisors
70 authorizes the Comptroller to process a fund transfer in the amount of \$200,000 from
71 Org. Unit 1945, Appropriation for Contingencies, to Org. Unit 9000, Parks, Recreation,
72 and Culture, or to a new capital improvement project, whichever is best to account for
73 the funds; and

74
75 BE IT FURTHER RESOLVED, that in the event the Department of Administrative
76 Services (DAS)-Risk Management Division receives insurance claim proceeds for the
77 reported damage to the existing well, those funds shall be directly used to offset any
78 additional costs for the new water system for the Fish Hatchery, and any remaining
79 funds shall be deposited in the Appropriation for Contingencies account; and

80
81 BE IT FURTHER RESOLVED, that the Department of Parks, Recreation, and
82 Culture shall work collaboratively with DAS-Risk Management Division and appropriate
83 qualified contractors to implement this project as quickly as practicable; and

84
85 BE IT FURTHER RESOLVED, that the Hunger Task Force shall continue to
86 assume all operational and maintenance responsibilities related to the Farm and Fish
87 Hatchery, per the terms of their Lease Agreement with Milwaukee County.

88
89
90 jmj
91 11/03/14
92 \\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-668.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 25, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Authorizing funding to replace the water pumping system at the Farm and Fish Hatchery.

FISCAL EFFECT:

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

<input type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input checked="" type="checkbox"/> Use of contingent funds |
|--|---|

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$200,000	\$0
	Revenue	TBD	\$0
	Net Cost	TBD	\$0
Capital Improvement Budget	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.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. Approval of this resolution will authorize the transfer of \$200,000 from the Appropriation for Contingencies account for the construction and installation of a new water pumping system at the Farm and Fish Hatchery. The Department of Parks, Recreation and Culture shall work with DAS-Risk Management to determine the most feasible implementation of installing a new water pumping system upon approval. This resolution acknowledges that if Milwaukee County receives any insurance claim proceeds related to a damaged well, those funds would be used towards any additional costs for the new water system and any remaining funds would be deposited into the Appropriation for Contingencies account.
 - B. Direct costs for 2014 would be \$200,000 in funding from the Appropriation for Contingencies account. An insurance claim was filed by DAS-Risk Management in August 2014 for an existing high capacity well, and it is anticipated that Milwaukee County may receive an insurance reimbursement as a result. Although the amount of that reimbursement is yet unknown, any funds received shall be used towards costs for the new water pumping system, with any remaining funds deposited into the Appropriation for Contingencies account.
 - C. The budgetary impact would result in a \$200,000 expenditure from the 2014 Appropriation for Contingencies account. This amount may be offset by insurance proceeds for a net impact to be determined.

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

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

D. It is assumed that upon receipt of insurance claims proceeds related to the existing well, funds shall be returned to the Appropriation for Contingencies account.

Department/Prepared By Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

(ITEM 17) From the Director, Department of Transportation, requesting authorization to grant a Temporary Assignment to a Higher Classification for Mr. Terry Blue to serve as Interim Airport Director at General Mitchell International Airport until April 16, 2015, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Temporary Assignments to a Higher Classification (TAHCs) are authorized pursuant to Section 17.085 of the Milwaukee County Code of General Ordinances, and TAHCs that extend beyond 180 days require approval by the Milwaukee County Board of Supervisors; and

WHEREAS, while the hiring process for the Airport Director of General Mitchell International Airport (GMIA) is underway, Mr. Terry Blue has served as the Interim Airport Director at GMIA; and

WHEREAS, it is necessary to fill the position of Airport Director at GMIA to ensure the continuity and high quality of services provided to the public and employees at GMIA; now, therefore,

BE IT RESOLVED, that Mr. Terry Blue shall be approved for a Temporary Assignment to a Higher Classification as the Interim Airport Director at General Mitchell International Airport, left vacant by Mr. Barry Bateman's retirement, until April 16, 2015.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/30/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: RECOMMENDATION TO EXTEND THE TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION FOR MR. TERRY BLUE AS INTERIM AIRPORT DIRECTOR

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
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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
Operating Budget	Expenditure	-10,492	
	Revenue		
	Net Cost	-10,492	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. This Resolution will extend the Temporary Assignment to Higher Classification (TAHC) of Airport Director for Mr. Terry Blue.

B. Because Mr. Blue will be TAHC'ed at a lesser rate in the interim position than the rate of the previous director, Mr. Charles Bateman, when he served as the Airport Director, the TAHC means a cost savings of \$10,492.45 for the six month time period.

C. No budgetary impacts are expected from this action.

D. No additional assumptions were made.

Department/Prepared By Terry Blue, Interim Airport Director

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

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

(ITEM 18) From the Director, Department of Transportation, requesting authorization to grant a Temporary Assignment to a Higher Classification for Ms. Kathleen David to serve as Interim Airport Deputy Director of Operations and Maintenance at General Mitchell International Airport until April 16, 2015, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Temporary Assignments to a Higher Classification (TAHCs) are authorized pursuant to Section 17.085 of the Milwaukee County Code of General Ordinances and TAHCs that extend beyond 180 days require approval by the Milwaukee County Board of Supervisors; and

WHEREAS, while the hiring process for the Airport Director of General Mitchell International Airport (GMIA) is underway, Mr. Terry Blue has served as the Interim Airport Director at GMIA; and

WHEREAS, it is necessary to fill the position of Interim Airport Deputy Director of Operations and Maintenance at GMIA to ensure the continuity and high quality of services provided to the public and employees at GMIA; now, therefore,

BE IT RESOLVED, that Ms. Kathleen David shall be approved for a Temporary Assignment to a Higher Classification as the Interim Airport Deputy Director of Operations and Maintenance at General Mitchell International Airport, left vacant by Mr. Terry Blue's Temporary Assignment to Higher Classification as the Interim Airport Director, until April 16, 2015.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/30/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: RECOMMENDATION TO EXTEND THE TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION FOR MS. KATHLEEN DAVID AS INTERIM DEPUTY AIRPORT DIRECTOR OF OPERATIONS AND MAINTENANCE

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	-4,503	
	Revenue		
	Net Cost	-4,503	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. This Resolution will extend the Temporary Assignment to Higher Classification (TAHC) of Deputy Airport Director of Operations and Maintenance.

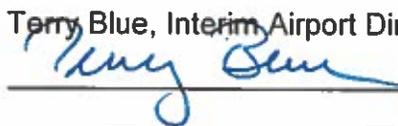
B. Because Ms. David will be paid at a lesser rate in the interim position than the rate of Mr. Terry Blue when he served as the Deputy Airport Director of Operations and Maintenance, the TAHC means a cost savings of \$4,503.20 for the six month time period.

C. No budgetary impacts are expected from this action.

D. No additional assumptions were made.

Department/Prepared By Terry Blue, Interim Airport Director

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

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

(ITEM 19) From the Director, Department of Transportation, requesting authorization to grant a Temporary Assignment to a Higher Classification for Mr. James Grava to serve as Interim Airport Operations Manager at General Mitchell International Airport until April 16, 2015, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Temporary Assignments to a Higher Classification (TAHCs) are authorized pursuant to Section 17.085 of the Milwaukee County Code of General Ordinances, and TAHCs that extend beyond 180 days require approval by the Milwaukee County Board of Supervisors; and

WHEREAS, while the hiring process for the Airport Director of General Mitchell International Airport (GMIA) is underway, Ms. Kathleen David has served as the Interim Deputy Airport Director of Operations and Maintenance at GMIA; and

WHEREAS, it is necessary to fill the position of Interim Airport Operations Manager at GMIA to ensure the continuity and high quality of services provided to the public and employees at GMIA; now, therefore,

BE IT RESOLVED, that Mr. James Grava shall be approved for a Temporary Assignment to a Higher Classification to fill the Interim Airport Operations Manager at General Mitchell International Airport, left vacant by Ms. Kathleen David's Temporary Assignment to a Higher Classification as the Interim Deputy Airport Director of Operations and Maintenance, until April 16, 2015.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/30/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: RECOMMENDATION TO EXTEND THE TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION FOR MR. JAMES GRAVA AS INTERIM AIRPORT OPERATIONS MANAGER

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
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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
Operating Budget	Expenditure	-5,710	
	Revenue		
	Net Cost	-5,710	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. This Resolution will extend the Temporary Assignment to Higher Classification (TAHC) of Airport Operations Manager for Mr. James Grava.

B. Because Mr. Grava will be paid at a lesser rate in the interim position than the rate of Ms. Kathleen David when she served as the Airport Operations Manager, the TAHC means a cost savings of \$5,709.60 for the six month time period .

C. No budgetary impacts are expected from this action.

D. No additional assumptions were made.

Department/Prepared By Terry Blue, Interim Airport Director

Authorized Signature Terry Blue

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

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
39
40
41
42

(ITEM 20) From the Milwaukee County Comptroller, requesting authorization to abolish one full time equivalent Senior Analyst Budget and Management position (title code 00012221, pay range 33JM) and to create one position of Financial Analyst (title code to be determined, pay range 26M) to meet the needs of the financial analysis section within the Office of the Comptroller, by recommending adoption of the following:

A RESOLUTION

WHEREAS, 1.0 full time equivalent (FTE) Senior Analyst Budget and Management position was created in the financial analysis section of the Office of the Comptroller effective April 1, 2014, as part of the 2014 Adopted Budget; and

WHEREAS, the Office of the Comptroller indicates staffing needs in the financial analysis section do not require an advanced level position; and

WHEREAS, the Office of the Comptroller believes 1.0 FTE Financial Analyst would be better suited to the needs of the office while reducing costs; and

WHEREAS, the Senior Analyst Budget and Management position is presently vacant; and

WHEREAS, Office of Performance, Strategy, and Budget, Department of Administrative Services recommends the request to abolish 1.0 FTE Senior Analyst Budget and Management (title code 00012221, pay range 33JM) and to create 1.0 FTE Financial Analyst (title code to be determined, pay range 26M) be approved; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes and approves the following position actions for the Milwaukee County Office of the Comptroller:

<u>Action</u>	<u>Title</u>	<u>No. of Positions</u>	<u>Pay Range</u>
Abolish	Senior Analyst Budget and Mgmt	1	33JM
Create	Financial Analyst	1	26M

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/10/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Abolish 1.0 FTE Senior Analyst Budget & Management and create 1.0 FTE Financial Analyst.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	(\$8,630)
	Revenue	\$0	(\$8,630)
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The Office of the Comptroller is requesting authority to abolish 1.0 FTE Senior Analyst Budget & Management and create 1.0 FTE Financial Analyst
- B. There is a reduction in cost in 2015 estimated at \$8,630 if the position is filled during the first weeks of 2015. It is not assumed this position would be filled during 2014.
- C. This action would result in a cost and tax levy reduction.
- D. This fiscal note is based on data provided by the Office of the Comptroller based on the different pay ranges. Final fringe benefit levels based on the 2015 Adopted Budget could impact this analysis, but there will be a cost reduction.

Department/Prepared By Josh Fudge, Director, Office of Performance, Strategy & Budget

Authorized Signature



Did DAS-Fiscal Staff Review?
Did CDBP Review?²

Yes No
 Yes No Not Required

CLERK OF COUNTY BOARD
RECEIVED

2015 OCT -9 AM 11:16

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

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

1
2
3 (ITEM 21) From the Superintendent, House of Correction, requesting authorization
4 to enter into a contract with ARAMARK Correctional Services, LLC, for the provision of
5 food services for the Milwaukee County Jail and House of Correction for a term from
6 January 1, 2015, to January 1, 2018, with the possibility of two one-year extensions, by
7 recommending adoption of the following:
8

9 **A RESOLUTION**

10
11 WHEREAS, the current food services contract with ARAMARK Correctional
12 Services, LLC, (ARAMARK) expires on December 31, 2014; and
13

14 WHEREAS, a Request for Proposals was issued on August 11, 2014, and three
15 vendors submitted proposals by the deadline of September 9, 2014; and
16

17 WHEREAS, an evaluation panel concluded that ARAMARK had the highest
18 score among the three firms submitting proposals; and
19

20 WHEREAS, the ARAMARK proposal includes a per meal cost of \$1.11 which
21 includes a capital expense of \$450,000 for replacement of kitchen equipment and other
22 kitchen improvements, and ARAMARK will provide staff to maintain all the equipment in
23 the kitchen; and
24

25 WHEREAS, the estimated cost for 2015 to provide food services will be
26 \$3,209,938 and will be paid from appropriations in the 2015 Adopted Budget; and
27

28 WHEREAS, the Committee on Judiciary, Safety, and General Services, at its
29 meeting of October 23, 2014, recommended adoption of the Superintendent's request
30 (vote 6-1); and
31

32 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of
33 November 3, 2014, also recommended adoption of the Superintendent's request (vote
34 9-0); now, therefore,
35

36 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby
37 authorize the Superintendent of the House of Correction to enter into a three-year
38 contract with two one-year extensions with ARAMARK Correctional Services, LLC, to
39 provide food services; and
40

41 BE IT FURTHER RESOLVED, that the aforementioned contract will only be
42 executed after review and approval by Community Business Development Partners,
43 Corporation Counsel, and Risk Management.
44

45
46 10/24/14

47 \\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-794.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/09/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request to enter into a contract with Aramark Correctional Food Services

FISCAL EFFECT:

No Direct County Fiscal Impact Expenditures

Increase Capital

Existing Staff Time Required

Decrease Capital

Expenditures

Increase Operating Expenditures
(If checked, check one of two boxes below)

Increase Capital Revenues

Absorbed Within Agency's Budget

Decrease Capital Revenues

Not Absorbed Within Agency's Budget

Decrease Operating Expenditures

Use of contingent funds

Increase Operating Revenues

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
Operating Budget	Expenditure		\$3,209,938 (a)
	Revenue		
	Net Cost		\$3,209,938 (a)
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

(a) Sufficient funding has been included in the 2015 Recommended Budget

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this resolution will authorize the Superintendent of the House of Corrections (HOC), beginning on January 1, 2015, to enter into a three year contract with two one year extensions with Aramark Correctional Food Services (Aramark) to provide food services at the HOC and jail.

Aramark will be providing food services to the HOC at \$1.11 per meal which is a reduction from current price of \$1.178 per meal. The estimated number of meals served in a year at the HOC and the Jail is 2,891,836. This contract will reduce costs from approximately \$3,406,583 to \$3,209,938, an estimated savings of \$196,645.

Aramark will also be providing an immediate capital investment of \$450,000. The funds will be used to replace most of the considerably outdated kitchen equipment and to make needed updates to the kitchen. The county will own the equipment after the 3-year contract term, but since Aramark is making the purchases (including installation) directly, there is no impact on expenditures, but it reduces the need to request this amount in the capital budget. As part of this contract Aramark will maintain all of the equipment at their cost. This will save the HOC an estimated \$50,000 to \$80,000 in staffing costs by minimizing County maintenance workload.

Aramark will also be providing an inmate food service program. They are absorbing the estimated cost of \$15,000 per year or \$45,000 over a 3-year term. This is a tremendous value to the HOC, but does not result in any tangible fiscal changes.

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

Calculations in this report are based on the assumption that the average number of meals will continue to total approximately 2,891,836 per year for the jail and HOC.

Department/Prepared By HOC/Michael Bickerstaff & June Jackson

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review? Yes No Not Required

1
2
3 (ITEM 22) From the Director, Department of Health and Human Services, requesting
4 authorization to enter into a non-professional services contract with Aramark
5 Corporation for the provision of food services to the Delinquency and Court Services
6 Division in the amount of \$528,000 per year for a three-year term beginning January 1,
7 2015, and ending December 31, 2017, with an option for two additional one-year
8 terms, by recommending adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, the Director, Department of Health and Human Services (DHHS), is
13 requesting authorization for the Delinquency and Court Services Division (DCSD) to
14 enter into a non-professional services contract with Aramark Corporation (Aramark) to
15 provide food services beginning January 1, 2015; and
16

17 WHEREAS, DHHS issued a Request for Proposals (RFP) for food services on
18 August 11, 2014, with a proposal submission date of September 9, 2014; and
19

20 WHEREAS, three companies submitted proposals, and the RFP review panel,
21 consisting of representatives from DHHS Management Services Division and DCSD
22 staff, reviewed and scored each of the three proposals; and
23

24 WHEREAS, after the review and scoring process concluded and the solicited
25 "best and final offer" of cost only was submitted, Aramark was the selected vendor; and
26

27 WHEREAS, Aramark is a privately held Fortune 500 company headquartered in
28 Philadelphia, Pennsylvania, with regional offices in Downers Grove, Illinois; and
29

30 WHEREAS, Aramark is the 23rd largest employer on the Fortune 500 list, has
31 been in business since 1936, and has staff with extensive food service experience
32 providing food service for the education, healthcare, corrections, and sports and
33 recreation industries in 22 countries; and
34

35 WHEREAS, a three-year contract with an option for two additional one-year
36 terms is recommended, and the 2015 contract would begin January 1, 2015; and
37

38 WHEREAS, the total 2015 contract amount, including labor, food, transportation,
39 and supplies, is more cost effective than the current contract; and
40

41 WHEREAS, the Committee on Health and Human Needs, at its meeting of
42 October 29, 2014, recommended adoption of the Director's request (vote 4-1); and
43

44 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of
45 November 3, 2014, also recommended adoption of the Director's request (vote 9-0);
46 now, therefore,

47
48
49
50
51
52
53
54
55
56
57
58
59

BE IT RESOLVED, the Director, Department of Health and Human Services, or his designee, is hereby authorized to enter into a non-professional services contract for the period beginning January 1, 2015, and ending December 31, 2017, with Aramark Corporation for \$528,000 each year as follows:

<u>Agency</u>	<u>Type of Service</u>	<u>Term</u>	<u>Contract Amount</u>
Aramark	Food Services	1/1/2015-12/31/2017	\$528,000 annually

jmj
11/04/14
\\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\17-782.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/23/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, requesting authorization to enter into a three-year, non-professional services contract with Aramark Corporation to provide food services to the Delinquency and Court Services Division

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
(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
Operating Budget	Expenditure	0	528,000
	Revenue	0	0
	Net Cost	0	528,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of the Department of Health and Human Services (DHHS) is requesting authorization to enter into a non-professional services contract with Aramark Corporation to provide food services to the Delinquency and Court Services Division's Juvenile Justice Detention Center. A three-year contract with an option for two additional one-year terms is being recommended. The 2015 contract will begin January 1, 2015, and the total contract will not exceed five years.

Approval of this request will allow the DCSD Administrator to continue the provision of food services to Milwaukee County youth placed in the secure Juvenile Justice Detention Center in 2015 and beyond.

B. Total 2015 expenditures included in this request are \$528,000.

C. The DCSD 2015 Recommended Budget includes sufficient funding for this contract.

D. No assumptions are made.

Department/Prepared By Thomas F. Lewandowski, Fiscal & Management Analyst

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CDPB Staff Review? Yes No Not Required

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

1
2
3 (ITEM 23) From the Department of Family Care, requesting authorization to enter
4 into a Professional Services Contract with Superior Support Resources, Inc., for the
5 provision of Member Information, Documentation, and Authorization System hosting,
6 support, and maintenance services in an amount not to exceed \$1,789,881 for a period
7 of five years, beginning November 15, 2014, and ending December 31, 2019, by
8 recommending adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, the Milwaukee County Board of Supervisors authorized the creation
13 of the Milwaukee County Department of Family Care (MCDFC) on June 24, 2010, to
14 continue operating the Managed Care Organization (MCO) under the State Family Care
15 program previously authorized under the Milwaukee County Department on Aging since
16 2000; and
17

18 WHEREAS, the MCDFC as an MCO has worked to develop a proprietary data
19 application system called Member Information, Documentation, and Authorization
20 System (MIDAS) to assist the Department – MCO in managing the Family Care
21 program; and
22

23 WHEREAS, MIDAS is a multi-featured database/web application system
24 designed to maintain client records, enrollment data, eligibility information, care plans
25 and case notes, Medicare and Medicaid information, assessments, service
26 authorizations, claims history, capitation and member obligation receivables, provider
27 network and support contact information, and other features critical to effective
28 administration of the Family Care program; and
29

30 WHEREAS, the MIDAS system is also designed to provide a large number of
31 user and management reports and maintain flexibility within its internal security system
32 to allow numerous combinations of rights and access to the system (i.e., MCDFC
33 management, MCDFC and Care Management Unit (CMU) case managers, service
34 providers, etc.); and
35

36 WHEREAS, in 2014, the MCDFC MCO issued a publicly solicited Request for
37 Proposals (RFP) seeking multiple vendors to submit proposals to provide complete
38 information technology development and support to their proprietary service
39 management software application; and
40

41 WHEREAS, the RFP sought agencies with experience and a demonstrated
42 record of having experience in quality review, a diverse and balanced staff, and ability to
43 train and assist the CMUs; and further required applicants to have (1) experience
44 working with Family Care or other home-and-community-based waiver programs; (2) a
45 documented track record with quality review experience; and (3) the ability to insure that
46 Disadvantaged Business Enterprise (DBE) standards were met; and

47 WHEREAS, Superior Support Resources, Inc. (SSR), submitted a proposal and
48 this proposal was the only proposal received and reviewed; and
49

50 WHEREAS, SSR, is an approved DBE Vendor with 100% participation; and
51

52 WHEREAS, SSR, will provide expertise in technical and support services for
53 Milwaukee County's own needs in utilizing the MIDAS system; and has unique
54 experience with MIDAS and qualifications to perform the services requested as
55 evidenced by services previously provided; and
56

57 WHEREAS, the vendor provides staff to the MCDFC with expertise and
58 knowledge of MIDAS unavailable from any other vendor; and
59

60 WHEREAS, a five-year agreement is the most cost effective and beneficial
61 option for Milwaukee County providing a consistent development and support
62 environment; and
63

64 WHEREAS, a 2014 Professional Services Contract with Superior Support
65 Resources, Inc. for \$1,789,881 will be funded through rates and fees charged by
66 MCDFC in 2014; and
67

68 WHEREAS, the Committee on Health and Human Needs, at its meeting of
69 October 29, 2014, recommended adoption of the Director's request (vote 5-0); and
70

71 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of
72 November 3, 2014, also recommended adoption of the Department's request (vote 9-0);
73 now, therefore,
74

75 BE IT RESOLVED, that the Director, Department of Family Care, is hereby
76 authorized to enter into a Professional Services Contract with Superior Support
77 Resources, Inc., for a period of five years beginning November 15, 2014, and ending
78 December 31, 2019, with total fees, services, and expenses not to exceed \$1,789,881
79 and all services will be performed by qualified staff and under the direction of the
80 Director of Milwaukee County Department of Family Care (MCDFC); and
81

82 BE IT FURTHER RESOLVED, that agreements will be contingent upon
83 Milwaukee County Board of Supervisors authorization of the MCDFCs continued
84 participation as a Managed Care Organization and available funding under Family Care
85 for the period November 15, 2014, through December 31, 2019.
86

87
88
89 jmj
90 11/03/14

91 \\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-799.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 14, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Family Care is requesting authorization to enter into a professional services contract with Superior Support Resources, Inc. for MIDAS Development and support.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	1,849,981	998,000
	Revenue		
	Net Cost	1,849,981	998,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

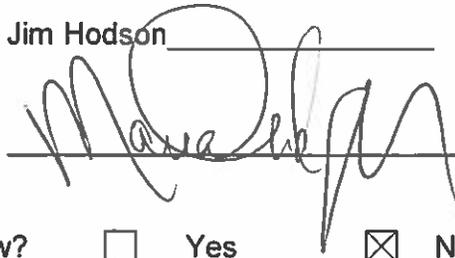
In the space below, you must provide the following information. Attach additional pages if necessary.

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

The Milwaukee County Department of Family Care (MCDFC) is requesting to enter into a professional services contract with Superior Support Resources, Inc. to provide development and technical support for MCDFC's software application that is specific to operating the family care program.

Department/Prepared By Jim Hodson

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

CBDP will review when Board approves resolution. SSR is a 100% DBE firm.

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

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

1
2
3 (ITEM 24) From the Facilities Maintenance Manager, Department of Administrative
4 Services, requesting authorization to execute a contract between Milwaukee County
5 and AlliedBarton Security Services at an annual cost of approximately \$419,800 per
6 year for a one-year initial term with two 12-month mutually agreeable extensions for the
7 provision of security services in County facilities, by recommending adoption of the
8 following:

9
10 **AN AMENDED RESOLUTION**

11
12 WHEREAS, Facilities Management staff of the Department of Administrative
13 Services (DAS) issued a Request for Proposals (RFP) to provide security services in
14 County facilities; and

15
16 WHEREAS, the RFP process enabled County staff to obtain specific information
17 about the vendors and their proposed provision of security services; and

18
19 WHEREAS, such information included vendor qualifications, costs of services,
20 technical knowledge and experience, and staffing allocation and experience; and

21
22 WHEREAS, in response to the RFP, eleven vendors submitted proposals to
23 Milwaukee County by the required deadline; and

24
25 WHEREAS, the submitted proposal from AlliedBarton Security Services
26 (AlliedBarton) provides that AlliedBarton will provide security services at the Marcia P.
27 Coggs Human Services Center at an annual cost of approximately \$419,800 per year
28 for a one-year initial term with two 12-month extensions (if mutually agreeable to both
29 parties); and

30
31 WHEREAS, the cost of the contracted services for the period November 17,
32 2014, through December 31, 2014, will exceed current 2014 budgeted amounts by
33 approximately \$14,800 with the increase to be absorbed by Facilities Management,
34 DAS; and

35
36 WHEREAS, the experience and reputation of AlliedBarton is well documented in
37 facilities in the Milwaukee area and nationwide; and

38
39 WHEREAS, AlliedBarton will assume most of the potential liability associated
40 with security services, including for any and all injuries incurred by the security guards
41 during the course and scope of their employment, and any third party damages that
42 occur from the security services related to the proposed contract with Milwaukee
43 County; now, therefore,

44
45 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby approves
46 of the contract between Milwaukee County and AlliedBarton Security Services, for the

47 provision of security services at the Marcia P. Coggs Human Services Center.

48

49

50 jmj

51 10/24/14

52 \\FI01WPCHC\CNTYBRD-Data1\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-775.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/1/2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Administrative Services – Facilities Management seeks authorization to enter into an Agreement with Allied Barton Security Services for the provision of security services at Milwaukee County’s Marcia P. Coggs Center.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year*	Subsequent Year**
Operating Budget	Expenditure	\$14,800	\$419,800
	Revenue	\$0	\$0
	Net Cost	\$14,800	\$419,800
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

*Assumes pro-rated expenditure increase (mid-November through December 31).

**Assumes full-year costs for 2015.

DESCRIPTION OF FISCAL EFFECT

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

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

- A. The Department of Administrative Services – Facilities Management (DAS-FM) seeks authorization to enter into an Agreement with Allied Barton Security Services for the provision of security services at Milwaukee County’s Marcia P. Coggs Center. The Agreement is for one year, with two optional one-year renewal terms.
- B. If approved, the estimated pro-rated 2014 operating budget impact to DAS-FM would be an expenditure increase of \$14,800. Subsequent year (2015) operating budget impact is estimated at approximately \$419,800, which reflects the total year’s costs for security services as provided via the Agreement.
- C. DAS-FM currently maintains sufficient funds in its Services expenditure accounts to absorb the estimated expenditure increase of \$14,800 for 2014.
- D. 2014 projections are pro-rated for an estimated start date of November 17, 2014 through December 31, 2014. The 2015 expenditure estimate assumes a 3% Consumer Price Index (CPI) inflator from the 2014 security cost rate(s) included in the proposed Agreement.

Department/Prepared By Vince Masterson, Fiscal & Strategic Asset Coordinator

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No
Did CBDP Review?² Yes No Not Required

CHAIRMAN
BOARD
2014 OCT 9 PM 6:47

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

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

10-9-2014 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS
 A DEPARTMENTAL - RECEIPT OF REVENUE

Action Required
 Finance, Personnel and Audit Committee
 County Board (2/3 Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2014 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>4500 – District Attorney</u>		
6090 – Charges From State		\$28,450
8557 – New Computer Equipment		\$1,250
2699 – Federal Revenue	\$29,700	

A transfer in the amount of \$29,700 is requested by the District Attorney to accept grant revenue and increase expenditure authority accordingly.

The Wisconsin Department of Justice (DOJ) recently made a grant award of \$141,666 to the District Attorney’s office under the federal Project Safe Neighborhoods (PSN) program, to provide funding for an assistant district attorney, and a laptop computer for the prosecutor to reduce gun crimes and gang violence in the third and seventh Milwaukee police districts. The Wisconsin Legislature created the new position of assistant district attorney, effected September 7, 2014. A prosecutor was assigned to the PSN project on that date.

The assistant district attorney funded by the PSN grant is assigned to the district attorney’s community prosecution unit. The PSN prosecutor supports investigations by Milwaukee police officers into shootings, robberies, and other violent crimes and reviews and prosecutes criminal cases arising from those investigations. As district attorneys are state employees, the State Prosecutors Offices bills the county quarterly for the prosecutor’s salary and fringe benefits. The District Attorney’s office reimburses the state with PSN grant revenue.

This fund transfer provides 2014 budgetary authority for charges from the state for the PSN prosecutor’s salary and benefits from September 7, 2014 through December 31, 2014, for the purchase of the prosecutor’s laptop computer, and for receipt of federal grant revenue. The 2015 request and recommended budgets include projected 2015 expenditures and revenues for the PSN project.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

10-9-2014 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS
B CAPITAL - RECEIPT OF REVENUE

Action Required

Finance, Personnel and Audit Committee
County Board (2/3 Vote)

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2014 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>WP28001 Menomonee River Parkway#</u>		
8527 - Land Improvements (CAP)		\$227,000
 <u>WP28001 Menomonee River Parkway #</u>		
2299 - Other State Grants & Reimbursements	\$227,000	

Existing Project, + Included in 5-Year Plan, * New Project

An appropriation transfer of \$227,000 is requested by the Director of the Department of Administrative Services-Architecture, Engineering, and Environment Section and the Director of Parks, Recreation, and Culture to increase revenue and expenditure authority for capital project WP28001 Menomonee River Parkway.

This project was originally created in the 2013 Capital Budget and included funding for planning and conceptual design in the amount of \$100,000 (Phase I). The 2014 Capital Budget included an appropriation of \$3,195,600 for final design work and construction of the first section of the overall project (Phase II). The Parks Department requested Phase III of this project as part of its 2015 Capital Request and the County Executive Recommended Capital Budget includes \$3,825,000 for this final phase.

The project consists of rebuilding and reconstruction of the entire roadway along with all storm sewers; transition to City and State Highways; parkway lighting including transformers and poles; lights and underground wiring. Also, traffic calming measures will be incorporated as well as green alternatives, storm water best management practices, and stream bank erosion protection. Native and natural area management will also be included in the reconstruction.

The cost of the green infrastructure is partially being offset by the Milwaukee Metropolitan Sewerage District (MMSD). Through a Green Infrastructure Funding Agreement between MMSD and Milwaukee County Parks, Recreation and Culture, the District has agreed to reimburse Milwaukee County for construction costs up to a maximum of \$227,000. The MMSD will provide this funding upon completion of the construction project.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

10-9-2014 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS
 C CAPITAL IMPROVEMENTS

Action Required

Finance, Personnel and Audit Committee
 County Board (Majority Vote)

WHEREAS, your committee has received from the Department of Administrative Services, Fiscal Affairs, departmental requests for transfer to the 2013 capital improvement accounts and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2014 capital improvement appropriations:

	<u>From</u>	<u>To</u>
1) <u>WO141082 Highway Yard Move #</u>		
8502 – Major Maintenance Building (EXP)		\$389,000
<u>WO230012 Fleet/Highway Building Modification #</u>		
8509 – Other Building Improvement (CAP)		\$386,640
<u>WO141021 Zoo Interchange Allocated Contingency #</u>		
8902 – Allocated Contingency	\$775,640	

Existing Project, + Included in 5-Year Plan, * New Project

An appropriation transfer of \$775,640 is requested by the Director of the Department of Transportation (MCDOT) and the Director of Administrative Services (DAS) to reallocate the balance of the Zoo Interchange Allocated Contingency (Project WO141021) in order to provide expenditure to Project WO141082 Highway Yard Move and Project WO230012 Fleet/Highway Building Modification.

In early 2013, the State of Wisconsin Department of Transportation (WisDOT) began construction work related to the Zoo Interchange Freeway project. The Zoo Interchange project included local road improvements in the area of Watertown Plank Road and Swan Boulevard which have a significant impact on operations including Fleet, Highway, Facilities, Sheriff and Zoo. WisDOT compensated the Milwaukee County for multiple costs to cure projects that the County needed to undertake as a result of the Zoo Interchange project. The County budgets established for each of these projects were preliminary estimates with the best information available at that time.

WO141082 Highway Yard Move

In September 2013, CB-Res 13-699 provided \$85,000 in expenditure authority and land sale proceeds to finance moving of county yard materials and equipment.

As a part of the cost to cure agreement between WisDOT and the County, WisDOT agreed to replace in kind the existing Highway Maintenance Yards, including the salt storage buildings and material storage structures and the underlying asphalt and concrete pavement with new consolidated facilities surrounding the existing Fleet

Maintenance Building. This work will be performed by contractors working under WisDOT bid and awarded construction contracts. A portion of the work involves installation of a truck bed washout facility mandated by the State of Wisconsin Department of Natural Resources (WDNR) under the Chapter NR 216 Stormwater rules. While WisDOT will provide all required utility connections, the agreement calls for the County to reimburse WisDOT for the truck bed washout facility itself at an estimated cost of \$389,000. Assuming approval of this appropriation transfer, the construction of the facility is estimated to be complete by the 4th quarter of 2015.

WO230012 Fleet Highway Building Modification

One of the projects the County is undertaking as part of the Zoo Interchange is an adaptation of and addition to the Milwaukee County Department of Transportation's (MCDOT) Fleet Maintenance building to accommodate not only existing Fleet Maintenance operations but to consolidate the additional operations of the Sheriff's Patrol Bureau, MCDOT Highway Maintenance, as well as both the MCDOT Director's Office and MCDOT Transportation Services into the fleet facility. In March 2013, County Board Resolution (CB-Res) 13-279 appropriated \$6.3 million for the project. A subsequent resolution (CB-Res 13-699) provided an additional \$300,000 for moving costs and environmental site work. It was originally intended that the MCDOT administrative offices would move with the tenants of the Facilities West site; however the new Lapham St. site did not have space to accommodate them and no other suitable sites were available.

In July 2014, an appropriation transfer reallocated \$900,000 of surplus funds from other Zoo Interchange related projects to the Fleet Highway Building Modification. Based upon the consultant's prebid estimate for the fleet facility modifications, the project was projected to cost approximately \$900,000 more than the initial \$6.6 million budget that was allocated in 2013 for this particular project due to the additional office space needed for the administrative staff. Additional budget revised estimates were performed in August that indicated that an additional approximately \$380,000 was needed for the 2nd floor build out.

Assuming approval of this appropriation transfer, it is anticipated that the 1st floor of the building will be substantially completed by the end of the first quarter of 2015 and the 2nd floor of the building will be substantially completed by the end of the second quarter of 2015.

WO141021 Zoo Interchange Allocated Contingency

During 2013, \$1,428,700 was deposited into the Zoo Interchange Allocated Contingency account. In May 2013, \$450,000 was used to provide additional financing to Project WO115 County Grounds Energy Conversion from We Energies Chilled Water to Independent Chiller. In August 2013, \$203,060 was used to provide financing to Project WO141062 Zoo Electrical and Communication Cables Relocation (\$94,860) and Project WO141072 Fleet Management O'Donnell Panels Relocation (\$108,200).

The current balance in the Zoo Interchange Allocated Contingency account is \$775,640. Approval of this appropriation transfer will reduce the balance to \$0.

A review of ongoing Zoo Interchange related projects was done to develop preliminary estimates for ongoing projects. Although one specific project (WP14301 Mitchell Greenhouse) may have a deficit of approximately \$100,000-\$200,000, surpluses in other Zoo Interchange related projects may be available to mitigate the potential deficit. Once more progress has been made on the projects, a subsequent review will be performed that will provide an updated projection that will determine the overall status of Zoo Interchange related projects.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

2)	<u>FROM</u>	<u>TO</u>
<u>WP27944-Maitland Park Walkways*</u>		
9706-Prof Serv Div Service		\$12,000
8527-Land Improvements (CAP)		\$63,000
 <u>WP27945-Pere Marquette Riverwalk*</u>		
8527-Land Improvements (CAP)		\$50,000
 <u>WP27906-King Park Walkways#</u>		
9706-Prof Serv Div Service		\$10,000
8527-Land Improvements (CAP)		\$80,000
 <u>WP27921-Baran Park Walkways#</u>		
9706-Prof Serv Div Service	\$45,833	
8527-Land Improvements (CAP)	\$4,167	
 <u>WP27916-Madison Park Walkways#</u>		
8527-Land Improvements (CAP)	\$40,000	
 <u>WP27907-Jackson Park Walkways#</u>		
9706-Land Improvements (CAP)	\$65,000	
 <u>WP27905-Lindsay Park Walkways#</u>		
8527-Land Improvements (CAP)	\$60,000	

Existing Project, + Included in 5-Year Plan, * New Project

An appropriation transfer of \$215,000 is requested Director of the Department of Administrative Services-Architecture, Engineering, and Environment Section and the Director of Parks, Recreation, & Culture to provide expenditure authority for WP27944-Maitland Park Walkways (\$75,000), WP27945-Pere Marquette Riverwalk (\$50,000), and additional expenditure authority for Project WP27906-King Park Walkway (\$90,000); Reduce expenditure authority by \$215,000 for Projects WP27921-Baran Park Walkway (\$50,000), WP27905-Lindsay Park Walkway (\$60,000), WP27907-Jackson Park Walkway (\$65,000), and WP27916-Madison Park Walkway (\$40,000).

Parks staff has indicated that walkways designated for replacement in the 2014 Capital Budget at Baran (WP27921), Lindsay (WP27905), Jackson (WP27907), and Madison Parks (WP27916) have been substantially completed and surplus funds have been identified in each of the listed parks. The requested appropriation transfer would re-allocate these surplus funds to the following projects:

WP27944-Maitland Park Walkways

This section of asphalt pathway is severely deteriorated and has numerous pot-holes and low-lying sections that would be addressed through this appropriation transfer. Parks staff has indicated that work will begin on this project in early November and substantial completion in spring of 2015.

WP27945-Pere Marquette Riverwalk

The section of concrete pathway is located along the Milwaukee Riverwalk has significantly deteriorated including issues with the underlayment. This deterioration is causing a collapsing and crushing effect on the

underlying drainage of the walkway. Parks staff has indicated that work will begin on this project in early November and substantial completion in spring of 2015.

WP27906-King Park Walkways

The 2014 Capital Budget included an appropriation of \$356,900 for the replacement of 4,537 linear feet of walkway path. In addition, new skating elements were to be incorporated in to the walkway replacement design. Parks staff has indicated that the bids of this projects have come in over the original budgeted amount. Parks staff has indicated that this appropriation transfer would allow for the project to be completed with the inclusion of the skating elements. Parks staff has indicated that this project will be substantially complete by spring of 2015.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

	<u>From</u>	<u>To</u>
3) <u>WP28401 Clarke Square Playground #</u>		
6030 - Advertising	\$46	
6050 - Contract Per Services-Short	\$88	
6080 - Postage	\$500	
6146 - Prof Services/Major Maint.	\$24,960	
7930 - Printing	\$216	
9706 - Prof Div Services	\$10,320	
8527 - Land Improvements (CAP)	\$60,107	
<u>WP28402 Clarke Square Park Improvements #</u>		
6030 - Advertising		\$46
6050 - Contract Per Services-Short		\$88
6080 - Postage		\$500
6146 - Prof Services/Major Maint.		\$24,960
7930 - Printing		\$216
9706 - Prof Div Services		\$10,320
8527 - Land Improvements (CAP)		\$60,107

Existing Project, + Included in 5-Year Plan, * New Project

A change in project scope is being requested by the Director of the Department of Parks, Recreation, and Culture and the Director of the Department of Administrative Services (DAS) to for Project WP28401 Clarke Square Playground.

In July 2013, the Milwaukee County Board and County Executive approved Resolution 13-633 that authorized the reallocation of \$7.5 million of unspent bonds from previously approved capital projects and projects in the

five year plan. Included in the reallocation was \$250,000 for Project WP28401 Clarke Square Playground. The project was to include the reconstruction of the existing class 3 special play environment and the removal and disposal/recycling of existing equipment. The new playground was to include surfacing, new play equipment, signs, bike racks, receptacles, benches, and PIPR surfacing. Site preparation was to include erosion control, stripping topsoil, grading, drainage systems, limestone base course, asphalt paths, shade tree planting, and turf restoration.

The replacement playground has been installed and the project was recently closed out with a surplus balance of \$96,238.

Recently, Journey House was awarded a \$50,000 grant from the Zilber Foundation to support the revitalization of Clarke Square Park as a safe, open space for children and families to congregate. The grant award states that the “funds will be used to make enhancements to the park for projects as agreed upon by the Clarke Square Neighborhood Association and the Milwaukee County Parks Department.”

The Parks Department is working with Journey House to develop an expended project scope that will provide additional improvements to Clarke Square Park. It is anticipated that Journey House will be providing the estimated \$50,000 contribution directly to the contractor(s) working on the project.

This appropriation transfer will expand the scope of the base project to allow the Parks Department to participate with the Zilber Foundation in partnership with Journey House, in providing upgrades to Clarke Square Park. All improvements done as part of the new expended project will be owned by the County.

There is no tax levy impact from this transfer.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

10-9-2014 FINANCE, PERSONNEL AND AUDIT COMMITTEE APPROPRIATION TRANSFERS
D DEPARTMENTAL

Action Required

Finance, Personnel and Audit Committee

WHEREAS, department requests for transfers within their own accounts have been received by the Department of Administrative Services, Fiscal Affairs, and the Director finds that the best interests of Milwaukee County will be served by allowance of such transfers;

THEREFORE, BE IT RESOLVED, that the Director, Department of Administrative Services, is hereby authorized to make the following transfers in the 2014 appropriations of the respective listed departments:

	<u>From</u>	<u>To</u>
1) <u>3700 – Office of the Comptroller</u>		
6148 – Professional Services Recurring Oper.		\$75,000
5199 – Salaries & Wages	\$69,669	
5312 – Social Sec	\$5,331	

The Office of the Comptroller requests the transfer of surplus salary funds of \$75,000 to provide for a contract with a consultant to develop an Enterprise Risk Management Assessment and for the purchase, installation and training for staff on a new software system.

The Audit division of the Office of the Comptroller is requesting the transfer of \$25,000, which when combined with an anticipated surplus of \$10,000 in Account 6148, will make available a total of \$35,000 for a contract with a consultant to develop an Enterprise Risk Management Assessment. Staffing vacancies have generated adequate salary surpluses to provide for the transfer.

In addition, the Comptroller requests the transfer of \$50,000 in additional surplus salary funds to provide for the purchase, installation and training for staff on a new software system to assist in the compilation of the Comprehensive Annual Financial Report. Staffing vacancies have generated adequate salary surpluses to provide for the transfer.

There is no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

	<u>From</u>	<u>To</u>
2) <u>8000 – Department of Health & Human Services</u>		
6148 – Professional Services - Recurring	\$500,000	
7729 – Other General Medical Supplies		\$500,000

A transfer of \$500,000 is requested by the Director, Department of Health and Human Services, to realign expenditures in Emergency Medical Services. As a part of a contract with area municipalities, Milwaukee County purchases medical supplies and provides them to paramedic entities within the County. These supplies are purchased by Milwaukee County directly, so expenditure authority is being transferred to the appropriate commodity account.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

	<u>From</u>	<u>To</u>
3) <u>2000 – Combined Court Operations</u>		
7973 – Minor Office Equipment	\$330	
8551 – Machinery & Equip Repl		\$330

The Clerk of Circuit Court requests a fund transfer of \$330 to maintain sufficient funding in the operating capital account series for the purchase of a new copier.

The Clerk of Circuit Court has identified significant future cost savings by purchasing a new copier that will decrease maintenance and supply costs. It is anticipated that the cost of the copier will be recouped in under two years. The purchase price of the new copier is slightly larger than the available balance in the operating capital account series. The requested transfer would shift expenditure authority from commodities to operating capital to allow the Clerk of Circuit Court to purchase a more efficient copier and produce long-term savings.

Approval of this fund transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

	<u>From</u>	<u>To</u>
4) <u>9000 – Parks, Recreation, and Culture</u>		
5199 – Salaries – Wages	\$200,000	
5318 – Unemployment	\$100,000	
9367 – Natural Gas		\$200,000
7666 – Resale Concessions Merchandise		\$75,000
6610 – Repairs/Maintain Building Structures		\$25,000

The Department of Parks, Recreation & Culture requests a transfer of un-used Payroll & Unemployment Funds to cover unexpected costs in Commodities and Services.

- Nature Gas - Extreme cold and snow this winter caused an overage
- Resale Concessions Merchandise - Additional food and beverage product was needed to support the new traveling beer garden
- Repairs/Maintain Building Structures – Funds are needed to continue repairs on buildings and structures

Savings on salaries and unemployment is due to Parks cutting back on seasonal personnel and holding open permanent positions.

Approval of this fund transfer has no tax levy impact.

TRANSFER SIGNED BY THE COUNTY EXECUTIVE OCTOBER 9, 2014.

2014 BUDGETED CONTINGENCY APPROPRIATION SUMMARY

UNALLOCATED CONTINGENCY ACCOUNT

2014 Budgeted <u>Unallocated</u> Contingency Appropriation Budget	\$4,344,544
Approved Transfers from Budget through October 9, 2014	
Corporation Counsel Positions	\$ (57,428)
County Board Crosscharge Fix	\$ (84,030)
Comptroller Living Wage Positions	\$ (78,374)
Govt Affairs Constituent Services Rep	\$ 41,386
Corporation Counsel Transit Legal Services	\$ (50,000)
Corporation Counsel Litigation Reserve	\$ (285,000)
Risk Management - Workers Compensation	\$ (2,000,000)
Civil Service Legal Fees	\$ (20,000)
ATC Easement Proceeds	\$ 607,697
Fleet Parts & Services Winter Costs	\$ (405,000)
Fire Insurance Proceeds	\$ 3,500,000
Unallocated Contingency Balance October 9, 2014	\$5,513,795
Transfers from the Unallocated Contingency Pending in Finance, Personnel & Audit Committee through November 6, 2014	
Create Director of Emergency Management	\$ (17,232)
Total Transfers Pending in Finance, Personnel & Audit Committee	\$ -
Net Balance	\$5,496,563

ALLOCATED CONTINGENCY ACCOUNT

2014 Budgeted <u>Allocated</u> Contingency Appropriation Budget	\$3,314,130
Approved Transfers from Budget through October 9, 2014	
UWM Land Sale	\$ 3,750,000
Innovation Fund Allocation	\$ (3,750,000)
Sheriff Absconder Unit	\$ (338,130)
Allocated Contingency Balance October 9, 2014	\$2,976,000
Transfers from the Allocated Contingency Pending in Finance, Personnel & Audit Committee through November 6, 2014	
N/A	
Total Transfers Pending in Finance, Personnel & Audit Committee	\$ -
Net Balance	\$ 2,976,000

1
2
3 (ITEM 26) From the Director of Employee Benefits, Department of Human
4 Resources, requesting authorization to execute a three-year contract with Employee
5 Benefits Corporation for the administration of Milwaukee County's Flexible Spending
6 Account plans beginning January 1, 2015, and ending December 31, 2017, by
7 recommending adoption of the following:

8
9 **A RESOLUTION**

10
11 WHEREAS, Milwaukee County currently contracts with Ceridian for Flexible
12 Spending Account (FSA) administration; and

13
14 WHEREAS, Ceridian notified Milwaukee County that it will no longer provide FSA
15 administration services effective January 1, 2015; and

16
17 WHEREAS, Milwaukee County, in coordination with Willis of Wisconsin, issued a
18 competitive Request for Proposals (RFP) for administration of the FSA plan; and

19
20 WHEREAS, bids were evaluated on financial performance, customer service,
21 administration services and reporting, implementation, and compliance with Milwaukee
22 County Disadvantaged Business Enterprise goals; and

23
24 WHEREAS, Employee Benefit Corporation's overall response to the RFP, based
25 on the criteria above, was deemed superior to the other bids submitted in the RFP
26 process; now, therefore,

27
28 BE IT RESOLVED, that the Director of Employee Benefits, Department of
29 Human Resources, is hereby authorized to execute a contract with Employee Benefits
30 Corporation for the administration of Milwaukee County's Flexible Spending Account
31 plans commencing January 1, 2015, and continuing through December 31, 2017.
32

33
34 jmj
35 10/24/14

36 \\FI01WPCHC\CNTYBRD-Data1\$\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-805.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 25, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request for authorization to contract with Employee Benefits Corporation for FSA administration for January 2015 - December 2017

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A.) This item authorizes the Benefits Division to contract with EBC for administration of the County's FSA plan from January 2015 - December 2017

B.) There is no impact to the current year, other than the time of existing staff utilized in implementation and communication to employees and retirees. The contract is for a base rate of \$3.10 per enrolled participant per month. At current enrollment, the total cost is estimated at approximately \$82,000 per year. This cost is offset by an agreement with Ceridian for a reduction in their fees as a result of eliminating FSA services from their contract.

C.) There is no impact to the current year. All costs in subsequent years will be reflected in the org.1950 (non-departmental fringe benefits) budgets. The expenditures in org. 1921 would be reduced as a result of the offsetting Ceridian rate concession

D.) The cost projections for 2015 through 2017 are derived by applying the County's current enrollment to the proposed contract terms. Changes in enrollment will have a corresponding positive or negative impact on the projections.

Department/Prepared By Matthew Hanchek, Director of Benefits, Human Resources

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

1
2
3 (ITEM 27) From the Director of Employee Benefits, Department of Human
4 Resources, requesting authorization to execute a contract with UnitedHealthCare to
5 provide a fully-insured Medicare Advantage option to Medicare-eligible retirees effective
6 January 1, 2015, by recommending adoption of the following:

7
8 **A RESOLUTION**
9

10 WHEREAS, Milwaukee County strives to provide its employees and retirees with
11 high quality benefits as efficiently as possible; and

12
13 WHEREAS, a Medicare Advantage option enables Milwaukee County to provide
14 an improved alternative benefit to Medicare-eligible retirees at a reduced projected cost;
15 and

16
17 WHEREAS, Milwaukee County secured an agreement from UnitedHealthCare
18 allowing Milwaukee County to offer a Medicare Advantage option through UnitedHealth
19 Care without adversely impacting the negotiated administrative fees for Milwaukee
20 County's standard plans; and

21
22 WHEREAS, the implementation of this option will have no impact on Milwaukee
23 County's current programs regarding Medicare B reimbursement or pharmacy
24 coverage; now, therefore,

25
26 BE IT RESOLVED, that the Director of Employee Benefits, Department of
27 Human Resources, is hereby authorized to execute a contract with UnitedHealthCare to
28 provide a fully-insured Medicare Advantage medical plan option to Milwaukee County's
29 Medicare-eligible retirees commencing January 1, 2015.
30

31
32 jmj
33 10/24/14
34 \\FI01WPCHC\CNTYBRD-Data1\Data\Shared\COMCLERK\Committees\2014\Nov\FPA\Resolutions\14-806.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 25, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request for authorization to provide retirees with a fully-insured Medicare Advantage option through United Health Care. This voluntary option is offered along side of the mandated standard plan

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	-\$2,600,000
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A.) This item authorizes the Benefits Division to contract with United Health Care to provide Medicare-eligible County retirees with a voluntary fully-insured medical option for the 2015 plan year.

B.) There is no impact to the current year, other than the time of existing staff. The contract is for a premium rate of 54.24 per covered person per month (PPPM). The estimated claims and administrative cost under the current self-funded plan is \$104.00 PPPM. The \$2.6 million is based on the net cost difference PPPM based on an assumed 70% enrollment rate. Savings would be attributable to both claims and admin costs.

C.) There is no impact to the current year. All costs in subsequent years will be reflected in the org.1950 (non-departmental fringe benefits) budgets.

D.) The \$104.00 PPPM cost projection was developed by United Health Care's underwriters, and subsequently vetted by the Benefits Division and Willis of Wisconsin. The County's cost projections are measured per employee per month (PEPM), and include pre-Medicare dependent claims, making direct comparison of costs difficult, but the projection was deemed reasonable. If enrollment deviates from the 70% assumption, there will be a corresponding change to savings (positive or negative).

Department/Prepared By Matthew Hanchek, Director of Benefits, Human Resources

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

Supervisor David Cullen, Chairman,
By the Committee on Finance, Personnel, and Audit reporting on:

File No. 14-807

(ITEM 28) A resolution By the Committee on Finance, Personnel and Audit, relating to informational reports relative to Reclassification of Existing positions, Advancement within the Pay Range, Reallocations of Non-Represented positions; Appointments at an Advanced Step of the Pay Range; Revisions to Executive Compensation Plan positions; Dual Employment; Emergency Appointments; Temporary Appointments; and Temporary Assignments to a Higher Classification, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Committee on Finance, Personnel, and Audit reviews a report each month from the Department of Human Resources (DHR) relative to Reclassification of Existing positions, Advancements within the Pay Range, Reallocations of Non-Represented positions; Appointments at an Advanced Step of the Pay Range; Revisions to Executive Compensation Plan positions; Dual Employment; Emergency Appointments; Temporary Appointments; and Temporary Assignments to a Higher Classification; and

WHEREAS, the report is marked that "recommendations (of DHR) to be implemented unless Supervisor(s) object"; and

WHEREAS, the report dated October 9, 2014, (memo dated 10/07/14, revised 10/09/14) from the Deputy Director of DHR, outlines recommendations related to employee compensation, including reclassifications that are outlined on the first ten pages of the report; and

WHEREAS, the full-year cost for the proposed reclassifications are approximately \$142,740 based on the fiscal impact statements contained in the report; and

WHEREAS, members of the Committee on Finance, Personnel, and Audit expressed concern that policymakers should see the complete picture before approving any changes recommended in the Job Analysis and Evaluation Project, especially the total countywide fiscal impact; now, therefore,

WHEREAS, the Committee on Finance, Personnel, and Audit reviewed the matter at its meeting of November 3, 2014, and recommended **REJECTION** of all reclassifications on pages one through ten of the report (vote 8-1); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby reject all of the proposed position reclassifications that are contained in the October 7, 2014, report from the Department of Human Resources on pages one through ten.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 3, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution By the Committee on Finance, Personnel and Audit, relating to informational reports relative to Reclassification of Existing positions, Advancement within the Pay Range, Reallocations of Non-Represented positions, Appointments at an Advanced Step of the Pay Range; Revisions to Executive Compensation Plan [ECP] positions; Dual Employment; Emergency Appointments; Temporary Appointments; and Temporary Assignments to a Higher Classification

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost	See narrative	See narrative
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

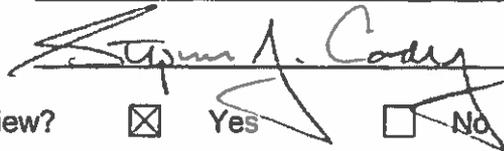
In the space below, you must provide the following information. Attach additional pages if necessary.

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

- A. Approval of this resolution will deny the proposed position reclassifications submitted by the Department of Human Resources in a report dated October 7, 2014.
- B. The fiscal impact statement included in the report states the 2014 fiscal impact for salary, social security and fringe benefits for the reclassified positions to be \$21,960. The full-year cost is \$142,740. No adjustments have been made for any associated revenue that may offset this expense.
- C. The Department of Administrative Services – Fiscal Affairs Division reviewed the reclassifications and indicated that funds would be available this year in each of the affected departments to cover the cost of the position actions. Approval of the reclassifications would increase salary and fringe benefit expenditures, however, it would reduce the amount of surplus salary appropriations that may have otherwise remained at the end of the budget year.
- D. None.

Department/Prepared By Steve Cady, Research and Policy Director, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CDBP Review?²

Yes

No

Not Required

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

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

1 Supervisor Peggy Romo West, Chairperson
2 By the Committee on Health and Human Needs, reporting on:

3

4

File No. 14-817

5

6 (ITEM 29) A resolution to **RECEIVE AND PLACE ON FILE** (vote 6-0), an
7 informational report from the Public Policy Forum, presenting a 15-minute verbal and
8 written report entitled "Analysis of Adult Bed Capacity for the Milwaukee County
9 Behavioral Health System."

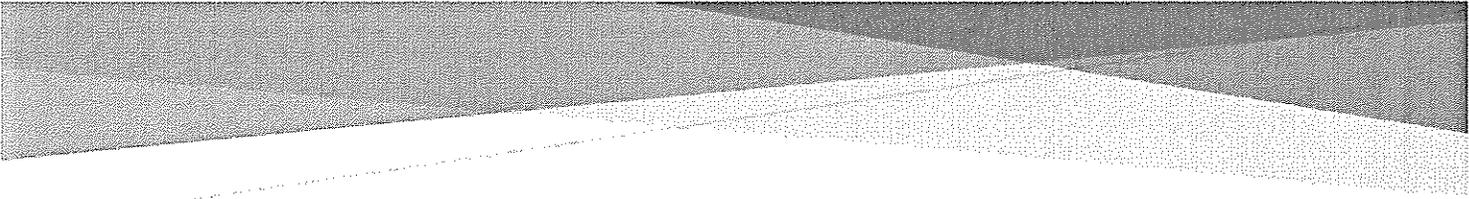
10

11

12 srb

13 10/29/14

14 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\HHN\Resolutions\14-817 Adult Bed Capacity.docx



ANALYSIS OF ADULT BED CAPACITY

For Milwaukee County Behavioral Health System

Prepared by:

Human Services Research Institute
Technical Assistance Collaborative
Public Policy Forum

September 2014

Contents

Section 1 Introduction.....	1
Section 2 National Context.....	3
2.1 Decreasing Psychiatric Inpatient Capacity and the Provision of Psychiatric Inpatient Treatment	3
2.2 Reasons for Decreasing Capacity	5
2.3 Influence of Olmstead	5
2.4 Institutions for Mental Disease (IMD) Exclusion and Other Reimbursement Issues.....	6
2.4.1 IMD Exclusion.....	6
2.4.2 Other Reimbursement Issues	7
2.5 The Affordable Care Act	8
2.6 Shift in Provision of Inpatient Treatment.....	8
2.7 Growth of Community-Based Alternatives	9
Section 3 Methodology	11
3.1. Data Sources.....	11
3.2. Bed Utilization and Projections	11
Section 4 Stakeholder Perspectives	13
Section 5 Findings & Discussion	15
5.1 Current Inpatient Bed Capacity & Concerns	15
5.2 Behavioral Health Admissions in Milwaukee County	18
5.3 Additional Factors That Influence Psychiatric Inpatient Admissions & Demand in Milwaukee County	19
5.3.1 Patient Characteristics	20
5.3.2 Medicaid and Other Payer Issues	22
5.3.3 Increased Crisis Diversionary Activity	24
5.3.4 Access to and Availability of Community-based Services.....	27
5.3.5 System-wide Inpatient Bed Planning and Management	30
5.3.6 Closure of Rehab Hilltop and Rehab Central	31
5.3.7 Workforce	32
5.3.8 Seasonality	32
5.3.9 Transfer of Authority	34

Section 6 Recommendations	35
6.1 Short-Term Demand and Need for Adult Psychiatric Beds.....	35
6.2 Type and Configuration of Beds.....	37
6.3 Planning for Future Bed Capacity.....	38
Section 7 Concluding Thoughts.....	42
Scenario I: BHD continues to operate a smaller number of high-acuity beds at the Mental Health Complex or in a smaller facility.	42
Scenario II: BHD purchases high-acuity capacity at a private hospital.	43
Scenario III: Milwaukee County residents with high-acuity, longer term needs are referred to a state-operated hospital.	43
Scenario IV: BHD operates a regionalized facility.....	44
Appendix A: Description of Community-Based Services	45
Appendix B: Stakeholder Perspectives	47
Capacity.....	47
Accountability	47
Specialized/Complex Needs.....	48
Roles	48
Appendix C: Community Investments	49
Appendix D: Data Tables.....	51

Section 1

Introduction

The Milwaukee County mental health system has seen several changes over the past few years. A number of stakeholders have recommended a move to a more recovery-oriented and community-focused system of care, one that is more consistent with SAMHSA's vision of "A Good and Modern Addictions and Mental Health System"¹; this was also the recommendation of a 2010 report produced by the Human Services Research Institute, Technical Assistance Collaborative and the Public Policy Forum (HSRI/TAC/PPF). A decreased reliance on crisis response and inpatient care is another important goal of such a reform.

Between 2011 and 2013, the Milwaukee County Behavioral Health Division (BHD) experienced a 14% reduction in the utilization of Psychiatric Crisis Services (PCS) and a 30% decrease in admissions to its adult inpatient units at the Mental Health Complex. As a result, BHD has begun downsizing its bed capacity with the stated intent of increasing its community-based services. While there is general support for reducing the county's reliance on a hospital-based system, particularly among service recipients themselves, total inpatient admissions across Milwaukee County hospitals remain consistent and questions have arisen about the adult psychiatric inpatient capacity in the county.

This report provides an analysis of adult psychiatric inpatient bed capacity in Milwaukee County. It looks at aspects of the behavioral health system based on available data (inpatient, outpatient, crisis services, case management, evidence-based practices, etc.), recommends adult psychiatric inpatient bed capacity for Milwaukee County based on current utilization, and suggests considerations for determining future inpatient bed need.

These recommendations should be considered in the context of two key points pertaining to mental health system reconfiguration:

- The diverse array of service providers in a given area complicates efforts to view the mental health care delivery network as a "system." In most areas, including Milwaukee, provider organizations represent a variety of organizational and ownership types with differing incentives, constraints, and approaches to strategic planning.
- There is no standard, universally applicable formula for "right-sizing" the components of a behavioral health system. Because of the variability and complexity of the organizational characteristics across mental health systems and the nature of the relationships among their constituent parts, the appropriate allocation of resources differs from one system to another. This is particularly true with respect to the

¹ SAMHSA. (2011). Description of a Good and Modern Addictions and Mental Health Service System. Rockville, MD: Substance Abuse and Mental Health Services Administration.

relationship between inpatient and community-based services, where it is generally assumed that the latter may be substituted for the former to some degree at equal or better quality and cost. Precisely how this balance is to be achieved is difficult to determine, primarily due to the variability in the types, capacity, and effectiveness of available outpatient services. Additionally, population characteristics (including the prevalence of mental disorders, availability or lack of social supports, and barriers of race and poverty, among others) vary by locale.

Given all these variables, comparative data from other systems have limited utility and must be carefully weighed when applied to any particular case, such as that of Milwaukee County. National trends in the supply and utilization of inpatient services and the factors that influence them, as discussed below, may provide a general gauge, but these must be considered in the context of Milwaukee County's particular circumstances. A recent report by the National Association of State Mental Health Program Directors indicated that there is no standard formula to apply when seeking to project or estimate the number of inpatient beds that should exist in a system, and that the unique circumstances within the system should be taken into account when determining what the capacity should be.²

Assuming continued progress in the shift to a more community-based system of care, we anticipate that demand for adult beds could further decrease over time. In the final section of this report, we present four configuration scenarios for the County to consider as the system evolves over the next several years to meet the inpatient needs of county residents in the most cost-efficient manner.

² National Association of State Mental Health Program Directors Medical Directors Council. *The Vital Role of State Psychiatric Hospitals*. July 2014.
http://www.nasmhpd.org/Publications/The%20Vital%20Role%20of%20State%20Psychiatric%20HospitalsTechnical%20Report_July_2014.pdf

Section 2

National Context

Public behavioral health systems play a vital role in ensuring access to a continuum of treatment and services designed to meet a range of needs. Safety net services, such as psychiatric inpatient treatment and crisis intervention, are at one end of this continuum. Inpatient bed need and utilization, as well as interaction with other systems such as criminal justice and homeless service systems, are often contingent on the availability of quality community-based services, including an organized psychiatric crisis response and diversion system. Generally, stronger and more accessible community-based services and a well developed psychiatric emergency response system will result in decreased reliance on costly inpatient care and overutilization of police intervention.³

Changes to Milwaukee's behavioral health system can be viewed in the context of what is occurring nationally and in other Wisconsin counties. Understanding Milwaukee County inpatient and systemic issues through the national lens helps to provide context for the current and future planning of inpatient capacity within the county. While there is no valid or reliable standard formula to determine the number of beds needed in a particular system, national context provides a general gauge. National trends in inpatient utilization and capacity have been driven by a variety of issues, including the strength of community services infrastructure, the U.S. Supreme Court's 1999 *Olmstead* decision,³ reimbursement and payer issues, and the Affordable Care Act (ACA).

Systems across the country are generally evolving in the context of three national trends: 1) decreases in overall psychiatric inpatient capacity; 2) a shift in the provision of inpatient treatment from public hospitals to general acute care hospitals; and 3) growth of community-based alternatives.

2.1 Decreasing Psychiatric Inpatient Capacity and the Provision of Psychiatric Inpatient Treatment

From a high point in the 1950s, the number of psychiatric beds in the United States has declined steadily over the years. Notably, the number of non-psychiatric, acute care beds has also dropped. In 1999, the nationwide average for hospital beds (all types) was 3.0 beds per 1,000 people; in 2009, the average was 2.6 per 1,000—a 13.3% drop. Additionally, lengths of stay are dropping as well.⁴

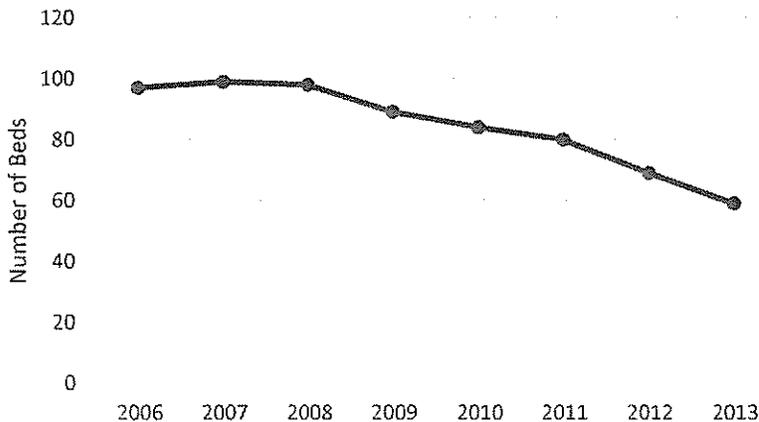
³ President's New Freedom Commission on Mental Health (2003) Achieving the promise: Transforming mental health care in America. Rockville, MD.

⁴ National Center for Health Statistics (2011). Health, United States, 2010: With Special Feature on Death and Dying. Hyattsville, MD.

In 1950, there were more than 500,000 state/county public psychiatric hospital beds in the United States. As of 2010, there were fewer than 44,000.⁵ In 1955, there were 340 public psychiatric beds per 100,000 people; by 2005, this figure was down to 17 beds per 100,000, a 95% reduction.⁶ At the same time, the number of psychiatric beds in general hospitals increased from virtually none in the late 1940s to more than 54,000 by 1998 (note: this number has been reduced to about 40,000 today). In the late 1940s, over 94% of psychiatric inpatient care was provided in public mental health facilities; by 1998, almost 50% of such care was provided in general hospital psychiatric units. In addition, the number of private psychiatric facility beds increased from fewer than 15,000 in 1970 to almost 45,000 in 1990,⁷ but dropped to 28,000 in 2004.⁸

For the most part, BHD's experience has mirrored these national trends. In 2013, BHD had an average daily census of 59 individuals in its adult inpatient units at the Mental Health Complex,⁹ a decline of roughly 39% since 2006, as shown in Figure 1, below.¹⁰ However, among the counties with a county-operated psychiatric hospital, Milwaukee County is the only county in Wisconsin to have experienced an increase in private inpatient beds between 2010 and 2013.¹¹

Figure 1. Adult Inpatient Beds at the Milwaukee Mental Health Complex: 2006-2013



⁵ Treatment Advocacy Center (2012). *No Room at the Inn: Trends and Consequences of Closing Public Psychiatric Hospitals 2005 – 2010*. July 2012.

⁶ Treatment Advocacy Center (Unpublished). *The Shortage of Public Hospital Beds for Mentally Ill Persons*.

⁷ Liptzin, B., Gottlieb, G., & Summergrad, P. (2007). The future of psychiatric services in general hospitals. *American Journal of Psychiatry*, 164(10), 1468-1472.

⁸ National Center for Health Statistics (2011). *Health, United States, 2010: With Special Feature on Death and Dying*. Hyattsville, MD. 2011.

⁹ Source: BHD

¹⁰ BHD is operating approximately 60 beds as of this report.

¹¹ Source: Wisconsin Hospital Association

2.2 Reasons for Decreasing Capacity

Nationally, several factors are driving the reductions in psychiatric beds. These include advances in care and treatment, policy direction, budget constraints, and decreasing utilization. Much of the shift was driven by humane and clinical concerns surrounding quality of care and the negative effects of long-term institutionalization on people with mental illness.¹² The Community Mental Health Centers Act of 1963 was expected to be a remedy for long-term institutionalization. The Act was amended over the years to add essential services needed to supplant the multiple functions of institutional care. The introduction of psychotropic medications also allowed many previously hospitalized individuals to function effectively in the community.

In addition, the enactment in 1980 of the Civil Rights of Institutionalized Persons Act (CRIPA) enabled legal challenges to involuntary long-term institutionalization and to inadequate care in large public facilities. CRIPA predated the Americans with Disabilities Act (see below), and resulted in the closure or downsizing of many state hospitals. Finally, the enactment of Medicaid in 1965, with its parallel allowance for inpatient psychiatric care in general hospitals and prohibition of reimbursement for institutions for Mental Disease (IMDs – see below), fostered the development of general hospital alternatives to state-operated inpatient care. The end result of all these complementary forces was to significantly reduce the need and demand for publicly operated inpatient psychiatric care.

2.3 Influence of Olmstead

The 1999 U.S. Supreme Court decision in *Olmstead v. L.C.* affirmed the right of people with disabilities under Title II of the Americans with Disabilities Act (ADA) to live in the least restrictive setting appropriate to their abilities. Through proactive Olmstead planning, litigation, and/or settlement agreements, states have identified large numbers of individuals who no longer require inpatient or institutional care and are strengthening community capacity to serve people in more integrated settings. A recent federal Department of Justice policy brief lays out the characteristics of such settings:

Integrated settings are located in mainstream society; offer access to community activities and opportunities at times, frequencies, and with persons of an individual's choosing; afford individuals choice in their daily life activities; and, provide individuals with disabilities the opportunity to interact with non-disabled persons to the fullest extent possible. Evidence-based practices that provide scattered site housing with supportive services are examples of integrated settings. By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not

¹² Abt Associates and Technical Assistance Collaborative. Massachusetts General Court Mental Health Advisory Committee Report Phase I and Phase II. June 2014

limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.¹³

Under *Olmstead*, states have an affirmative obligation to assure that people with disabilities who choose to live in integrated community settings have maximum opportunities to do so consistent with the resources available to the state. The fact that a given state might have resources committed to institutional settings and thereby claim to have insufficient resources to provide community alternatives has been found in many courts to be no defense.

There are 12 states with active *Olmstead*-related mental health settlement agreements or investigations: Arizona, Connecticut, Delaware, Georgia, Illinois, Kentucky, Mississippi, New Hampshire, New Jersey, New York, North Carolina, and Oregon. However, it is important to note that just because a state does not have active *Olmstead* litigation does not mean that the state is compliant with *Olmstead* and Title II of the ADA.

2.4 Institutions for Mental Disease (IMD) Exclusion and Other Reimbursement Issues

2.4.1 IMD Exclusion

Section 1905(a) of the Social Security Act “prohibits the federal government from reimbursing states under the Medicaid program for services rendered to a Medicaid beneficiary who is a patient in an institution for mental disease (IMD).”¹⁴ In accordance with this statutory prohibition, CMS has defined an IMD as: “a hospital, nursing facility, or other institution that is primarily engaged in providing diagnosis, treatment or care for people with mental disease.”¹⁵

The IMD exclusion does not apply to people 65 and older or to individuals under age 21. Nor does it apply to facilities with 16 or fewer beds. Typically, the IMD exclusion applies to public mental health inpatient facilities, such as Milwaukee County’s Mental Health Complex, and to private inpatient psychiatric treatment facilities, such as Rogers Memorial Hospital and Aurora Psychiatric Hospital.

The underlying motivation of the federal government for the development of the IMD rule was to dissuade states from relying on institutions as the primary care settings. The premise was that state and county governments would not unnecessarily utilize institutional settings that

¹³ U.S. Department of Justice Civil Rights Division (2011). *Statement of the Department of Justice on Enforcement of the Integration Mandate of Title II of the Americans with Disabilities Act and Olmstead v. L.C.* Washington, DC: U.S. Department of Justice, June 22, 2011.

¹⁴ *Social Security Act §1905*, 42 U.S.C. §1396(d). See also 42 CFR §435.1010.

¹⁵ SAMHSA (2013). *Medicaid Handbook: Interface with Behavioral Health Services*, HHS Publication No. SMA-13-4773. Rockville, MD: Substance Abuse and Mental Health Services Administration, August 2013.

are costly and segregated if they were responsible for total costs. Despite the IMD rule, many IMDs still exist today, but, as stated earlier, the trend is to serve individuals in more integrated settings that are also able share costs through federal government programs like Medicaid.

All states in the United States, including Wisconsin, have made serious efforts to shift the cost of mental health services away from state (and county) general fund appropriations and toward Medicaid services that receive at least 50% federal reimbursement. In parallel with quality of care and clinical effectiveness motivations, the IMD exclusion serves as one of the primary reasons for states to shift care away from large publicly operated inpatient facilities. As a practical matter, a decision to operate facility-based care and treatment in an IMD, or a facility that is likely to be treated as an IMD by CMS, is a decision to forego federal reimbursements for services provided to Medicaid-eligible individuals.

2.4.2 Other Reimbursement Issues

In public psychiatric hospitals, underutilization is often cited as a reason for budget reductions and decreases in bed capacity. In fact, during the most recent recession between 2009 and 2012, at least 3,222 state psychiatric hospital beds across the country were eliminated.¹⁶ In light of decreasing utilization, public funders are more likely to reduce underutilized beds than to reduce community-based alternatives such as outpatient treatment, residential programs, and crisis response services.

The availability of reimbursement from Medicaid, Medicaid managed care, and commercial insurance also places a strain on the ability and willingness of private or general acute care hospitals to operate psychiatric inpatient beds. Within states there is a constant tension to reduce the number of publicly operated beds in favor of beds operated by local acute care hospitals and diversion to community-based services, but payer issues for non-public beds often create an unstable bed environment. Sometimes the issue may not be the bed capacity of a certain system but rather who is admitted. With fiscal pressure to keep beds full in private or general acute care hospitals, beds are sometimes occupied by individuals with good payer sources (e.g., private insurance) rather than those who may be a greater priority from a system need perspective.

Consequently, building some flexibility or fluidity into systems to ensure that hospitals are being adequately reimbursed may be a necessity to ensure sufficient psychiatric inpatient capacity at private or general acute care hospitals. This is particularly the case if there is an expectation that more complex patients previously treated in the public hospitals will be pushed to the local acute care system for treatment, possibly longer stays, and discharge to community-based services.

¹⁶ NASMHPD Research Institute. [The Impact of the State Fiscal Crisis on State Mental Health Systems: Winter 2011-2012](http://media.wix.com/ugd/186708_c2fd199b2a9f4d04818b889b93c3a884.pdf). http://media.wix.com/ugd/186708_c2fd199b2a9f4d04818b889b93c3a884.pdf

2.5 The Affordable Care Act

The 2010 enactment of the Affordable Care Act (ACA) signaled significant changes in health care delivery and financing throughout the United States. Nationally, the ACA has the potential to extend coverage to many of the 47 million nonelderly uninsured people nationwide.

Approximately 566,000 uninsured Wisconsinites could benefit from the insurance mandate and the BadgerCare Reform waiver.¹⁷ In Wisconsin, 70% of uninsured nonelderly people are eligible for financial assistance to gain coverage through either Medicaid or the Marketplaces established by the federal government. Roughly 36% of these individuals are eligible for Medicaid or CHIP (i.e., “Children’s Medicaid”) as of 2014. An additional third (34%) of those currently uninsured in the state are eligible for premium tax credits to help them purchase coverage in the Marketplace. The remaining 30% of uninsured individuals either have incomes that are too high for subsidized insurance or are ineligible due to their undocumented status.

Wisconsin’s BadgerCare Program extends benefits for single adults at 100% of the Federal Poverty Level (FPL).¹⁸ The result is expanded coverage for approximately 99,000 childless adults who are expected to enroll in 2014 with another 5,000 going to the federally subsidized Marketplace. The BadgerCare Reform waiver also expands benefits through the BadgerCare Plus Standard Plan, which is more comprehensive than the previous BadgerCare Plus Core Plan.

It is anticipated that this coverage expansion, stronger mental health parity provisions, standards for Essential Health Benefits and benefit plan changes, and new program features such as the revised 1915(i) Home and Community-Based Services state plan option will provide greater opportunities for individuals to receive behavioral health services. The result of these changes is likely additional individuals seeking treatment and services within the system. However, it is unclear if the level of reimbursement and availability of qualified professionals will be sufficient to meet the potential increase in demand.

2.6 Shift in Provision of Inpatient Treatment

Today, in most states, acute psychiatric inpatient care is provided in general hospitals or private hospitals rather than publicly operated beds, though this does vary by state. The remaining public beds, provided in state or county hospitals and with some variation among states, generally provide forensic services (evaluation, restoration to competency, and long-term commitment for people found not guilty by reason of insanity) and longer term treatment for people not ready for discharge to the community after a short-term acute hospitalization.

There are few remaining county-operated psychiatric hospitals in the country, largely due to trends toward serving individuals in more cost effective, integrated settings. The county-operated psychiatric hospitals that remain are likely to be classified as IMDs and therefore

¹⁷ Kaiser Family Foundation. *Wisconsin’s BadgerCare Program and the ACA*. February 2014.

¹⁸ *Ibid*

ineligible for Medicaid reimbursement, resulting in an increased financial burden on state or county general funds. In states where county hospitals do exist, they have helped fill the need for intermediate-length stays and short-term acute care stays for individuals with more complex needs or who are indigent. For example, other counties in Wisconsin (e.g., Brown County) and in other states (e.g., San Diego) operate county facilities that serve an acute care function with typically short stays. Brown County also performs a regional function and contracts with other counties to meet acute care needs. In other states, like New Jersey, county hospitals have more of an intermediate level of care role; responsibility for shorter lengths of stay is delegated to acute care hospitals and longer lengths of stay to the state hospitals.

2.7 Growth of Community-Based Alternatives

Many public behavioral health systems across the country have successfully shifted emphasis toward community-based services. With advances in psychiatry and the development of evidence-based practices—including Assertive Community Treatment (ACT), Permanent Supportive Housing (PSH), and peer-delivered supports—community-based services are producing positive outcomes, reducing the need for inpatient care, and reducing costs. These services are known to be effective with individuals with a broad range of needs; ACT, in particular, is known to be successful with individuals who are the hardest to serve and keep out of the hospital. While inpatient care in an IMD could cost over \$300,000 per year, evidence-based alternatives like ACT and PSH cost less than \$20,000 per year and can be offset by federal financial participation through Medicaid.^{19,20}

However, critics in many communities argue that community-based services have not been made sufficiently available or accessible to those who could benefit from them. Reasons for this include limited funding for community services in general as compared with inpatient funding, and eligibility criteria that do not target those with the most complex conditions who are most likely to be hospitalized. The challenge in developing a “good and modern” behavioral health system is achieving the proper balance of a strong, accessible, quality community-based system capable of meeting the diverse needs of individuals and an adequate number of inpatient beds and crisis intervention capacity to ensure a sufficient safety net. Until the science and technology of treating mental illness advances further, some individuals will require an inpatient level of care; however, a strong, accessible community-based system can reduce the frequency and duration of inpatient stays.

Interestingly, some studies have shown that decreases in publicly funded/operated acute and long-term inpatient beds have not resulted in increased negative outcomes such as suicide,

¹⁹ The FY2012 daily rate for Adult Treatment Services in Oregon State Hospital is \$945/day, or \$345,000/year. <http://www.oregon.gov/oha/amh/osh/Pages/cost-of-care.aspx>

²⁰ FY2013 New York State Budget for ACT. https://www.omh.ny.gov/omhweb/spguidelines/case_mngmt_models/2013_Upstate_Downstate_Models.pdf

incarceration, police interactions, decreased level of functioning, or homelessness.²¹

In addition, demand for acute inpatient care appears to be “elastic,”²² in that capacity was fully used when it was available, but other options were found to meet patients’ basic needs when it was no longer available. This suggests that when a person no longer meets inpatient criteria, system partners can maximize the availability of community resources to meet the individual’s needs. The ability of community-based providers to piecemeal a package of services together does not justify underfunding the availability of programs known to produce positive outcomes. Rather, it does suggest that the combination of community provider expertise and resource availability can create alternatives to the need for inpatient care for many individuals.

²¹ Shumway, Martha, et al. *Impact of Capacity Reductions in Acute Public-Sector Inpatient Psychiatric Services*. Psychiatric Services. February 2012 Vol. 63 No. 2

²² Ibid

Section 3

Methodology

3.1. Data Sources

Data for this report were obtained by request from the Milwaukee County Behavioral Health Division (BHD) and private hospitals and health systems within the county. Monthly inpatient admissions data were requested from 2011 through the first quarter of 2014, by age and payer source, as well as average length of stay. Annual summaries from 2011-2013 were requested for average 30-day readmission rates, number of admissions by discharge setting, and the percentage of annual admissions with co-occurring medical problems, substance abuse, mental illness and intellectual disability/developmental disability, and legal involvement.

Crisis Services data requested from BHD included: monthly Psychiatric Crisis Services (PCS) admissions by acuity level; number of admissions resulting in admit to BHD and local inpatient facilities; number of discharges to detox and law enforcement; and number of admissions returned/referred back to the community. Monthly admissions to BHD's Access Clinic and Crisis Stabilization services were also requested.

In-person and telephone interviews were conducted with key stakeholders, including senior staff from BHD, the project advisory committee (consisting of officials from BHD and private health systems), and representatives from private hospitals to further understand factors influencing inpatient capacity and bed need in Milwaukee County.

The Wisconsin Hospital Association (WHA) supplied prevalence data and bed numbers across counties, and these were used to compare Milwaukee County to other Wisconsin counties.

3.2. Bed Utilization and Projections

A utilization-based formula was used to determine the estimated number of beds needed in the system now, based on how the system is currently functioning. This approach relies more on the actual experience within the system, and inherently captures factors like prevalence of mental illness in the county. Bed utilization for 2013 was estimated from inpatient admissions and median length of stay, using the following formula:

$$[\text{Adult admissions} * \text{Median Length of stay}]/365 = \text{Number of beds utilized}$$

This formula allowed us to translate the number of bed days consumed in the psychiatric inpatient units in the system into an approximate number of beds utilized in the system on an average day. Adult admissions was defined as age 18+. The number of beds utilized was calculated first by hospital then summed across hospitals to estimate the total bed utilization in Milwaukee County.

The total bed utilization across psychiatric inpatient units was considered the base utilization of beds in the county. However, the hospitals made the case that a unit often intentionally operates under capacity to accommodate unique circumstances—patient acuity, gender issues or medical co-morbidity for example—that affect unit milieu. Essentially, the hospitals balance unit census to ensure safety and therapeutic milieu. Based on feedback from the hospitals, we applied an occupancy rate range of 80% to 90% on units to project the maximum bed capacity needed to accommodate utilization and unit environmental circumstances.²³

Because there are many variables that will influence future bed need, several of which are not quantifiable at this time, we applied a similar utilization-based approach based on admission trends to determine how many beds could be decreased over time in the County, with an underlying assumption that more accessible community-based services will decrease admissions and lengths of stay.

We used the following formula to determine future bed need:

$$[\# \text{ of Decreased Adult Admissions} * \text{Median Length of Stay}] / 365 = \text{Number of fewer beds utilized}$$

While this methodology provides data-driven guidance for future decisions on psychiatric bed capacity, we recommend that a trend analysis should occur for any decrease in admissions and that it is sustained for a period of at least six months before any decreases in bed capacity occur across the county.

²³ Based on the American Hospital Association annual survey data, the bed occupancy rate across all hospitals in the U.S. in 2009 was 67.8%. However, hospital officials in Milwaukee County indicated that the 80% to 90% occupancy range was more consistent with where they are operating, and necessary to ensure financial viability.

Section 4

Stakeholder Perspectives

In addition to the meetings with BHD and the project advisory committee, HSRI/TAC/PPF spoke with several stakeholders to inform our understanding of issues that affect the level of need for inpatient beds in Milwaukee County. Stakeholder interviews, particularly with service recipients, help provide additional context that data does not always capture. The following are some of the meetings and telephone interviews conducted for this purpose:

- Mental Health Task Force members; February 11, 2014
- Milwaukee Health Care Partnership Behavioral Health Provider workgroup; April 16, 2014
- A diverse group of stakeholders, including consumers, family members, providers, the public defender's office, and Disability Rights Wisconsin; April 17, 2014
- Area hospital systems; various dates
- Wisconsin Hospital Association

The facilitated discussions covered a range of system topics, including but not limited to:

- Access to inpatient beds and bed capacity
- Access to community services and community services capacity
- The interrelation between community services, crisis systems, and inpatient utilization
- Psychiatric emergency response services, policy involvement and emergency detentions
- Funding issues and priorities
- Consumer/patient needs (housing, co-occurring disorders treatment, medical care, etc.)

All stakeholders brought unique perspectives to the table, and all were genuinely concerned that the "system" should serve people with the right services, in the right place, at the right time. Stakeholders expressed the following sentiments about bed capacity in general in Milwaukee County; no single perspective dominated.

- Some said inpatient bed capacity should continue to decrease.
- Some were indifferent about bed capacity but clearly identified additional community-based services as an area of need.
- Some expressed concern that BHD was downsizing too quickly.
- Some said additional beds are needed (without regard to who operates them).

Many issues about the behavioral health system were voiced during these discussions. Some were anecdotal and hard to substantiate, but several emerged as consistent and overlapping themes. The various themes that stakeholders identified as system issues that may affect bed need were:

- Insufficient community-based capacity

- Lack of accountability to ensure system-wide inpatient capacity
- Consumers with specialized or complex needs
- Role of Milwaukee County in providing inpatient services

A more detailed summary of stakeholder discussions can be found in Appendix B.

Section 5

Findings & Discussion

5.1 Current Inpatient Bed Capacity & Concerns

Based on information provided by BHD and the private hospitals, there are approximately 201 adult inpatient psychiatric beds in Milwaukee County at present, as shown in Table 1. This figure does not include beds at the State hospitals occupied by Milwaukee County residents or at Columbia St. Mary's Ozaukee campus outside the county; however, the Columbia-Ozaukee hospital is able to take voluntary Milwaukee County residents and, according to hospital officials, about one third of its psychiatric admissions do come from Milwaukee County. Of the 201 beds, 135 (67%), are operated by the private hospitals. While there are more beds that are licensed, this capacity considers the beds that are staffed, budgeted, and able to accommodate patients.²⁴

Table 1. Psychiatric Inpatient Bed Capacity in Milwaukee County

Hospital	Adult Beds Budgeted 2014	Projected Adult Beds FY2015
BHD	66	60
Private Psychiatric Hospitals		
Rogers Memorial	50	76
Aurora Psychiatric Hospital	40	40
Aurora St. Luke's South Shore (SLSS)	23	23
Wheaton-St. Francis	22	25
Columbia St. Mary's	0	0
TOTAL	201	224

Note: Rogers Memorial Hospital plans to open 56 additional beds (28 adult beds and 28 child/adolescent beds).

As shown in Table 2, while the median length of stay at BHD is approximately eight days, BHD's current inpatient census includes a group of individuals with very long lengths of stay because a) they continue to meet commitment criteria; or b) they no longer meet commitment criteria but intensive community services appropriate for their needs have not been developed yet. As a result, there is no admissions flow or turnover in these beds. To the extent that intensive

²⁴ Froedtert Hospital is not included in this table because it does not currently operate inpatient psychiatric beds. Froedtert does provide medical assistance to BHD, however, and does typically serve a number of patients with behavioral health diagnoses on its medical units.

community services can be developed to meet their needs, these beds could otherwise be used to address admission pressures in the system or closed.

Table 2. Patients with Extended Lengths of Stay at BHD

Length of Stay	Number of Patients
30 – 59 days	6
60 – 99 days	7
100 – 199 days	5
200 – 499 days	3
TOTAL	21

According to WHA’s analysis of inpatient capacity among Wisconsin counties with a county-operated hospital, Milwaukee County was the only county to see an increase in the number of private psychiatric hospital beds between 2010 and 2013.

The steady decline in beds at BHD in recent years—combined with BHD having to activate its “waitlist” policy and divert admissions at various times this year (as shown in Table 3)—has caused concern that the system is at a tipping point for bed capacity.

Table 3. BHD PCS Waitlist Status, Jan-July 2014

Month	Number of Days on Waitlist	BHD Actual Operating Capacity
January	0	66
February	1	66
March	0	60
April	6	60*
May	14	54
June	4	54**
July	4	66

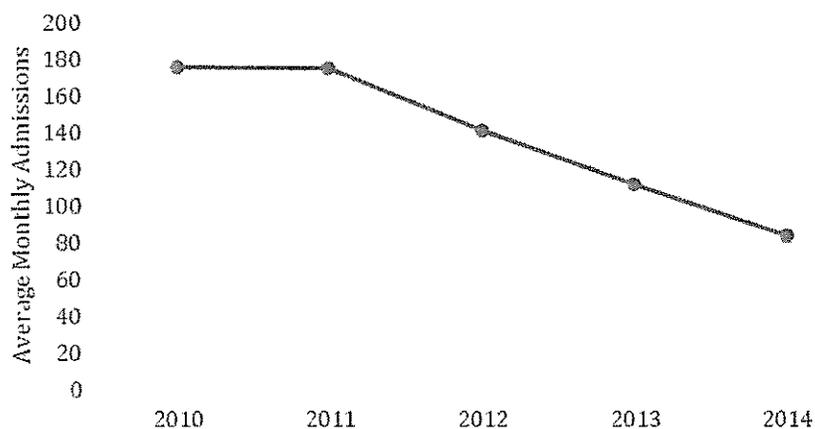
*Census capacity was 63 for the last two days of April for which there was a waitlist.

** Census capacity for the first nine days of June was 54 beds, and between 60-66 beds for the remainder of the month.

The timing of the BHD bed reductions at the Mental Health Complex and the closure of the 18-bed unit at Columbia St. Mary’s at the beginning of 2014 appear to be the primary drivers for the recent strain on the inpatient system. Aurora Psychiatric Hospital also had a temporary reduction of 5 beds in early 2014 due to staffing challenges. BHD saw a roughly 30% decrease in admissions between 2011 and 2013, and it decreased its number of beds as a result. (Factors that have impacted decreased admissions to BHD, such as a decrease in emergency detentions, increased psychiatric mobile response capacity, and some community-based services expansion, are discussed later.) However, as shown in Section 5.2, overall inpatient bed admissions in Milwaukee County remain relatively steady. In other words, the balance of system-wide admissions has shifted, and other hospitals—particularly Aurora Psychiatric Hospital and Rogers—have seen an increase in admissions while BHD’s admissions have declined.

Observation beds at BHD (there are currently 18) have been used as an effective diversion to inpatient admission. In fact, data show that nearly 80% of admissions to observation beds result in diversion from inpatient units. However, Figure 2 shows that utilization of observation beds has decreased by approximately 45% between 2010 and 2014. From one perspective, decreased reliance on any type of hospital bed use may be perceived as positive. Despite the fact that there has been decreased pressure in PCS, a significant number of individuals are still admitted to inpatient beds throughout the system. Continued utilization of observation beds could further reduce pressure on inpatient admissions, and BHD should examine the role that observation beds should have in future system-wide inpatient bed capacity decisions.

Figure 2. Milwaukee County Observation
Average Monthly Admissions: 2010-2014



5.2 Behavioral Health Admissions in Milwaukee County

Total admissions to psychiatric inpatient units (adult and child/adolescent) in Milwaukee County from 2011 through 2013²⁵ are shown in Table 4, by hospital. Private hospitals accounted for 79% of total admissions in 2011, increasing to 85% in 2013. Accordingly, BHD accounted for a small percentage of admissions from 2011 to 2013, dropping from 21% to 15%. Rogers Memorial had the greatest number of inpatient admissions, representing 35% of total admissions in 2013. This data does not include primary psychiatric admissions to general medical/surgical beds (i.e. not in a designated psychiatric unit) operated by the private hospitals.²⁶

Table 4. Milwaukee County Behavioral Health Inpatient Admissions, N (%)

	2011	2012	2013
BHD	3,244 (20.9%)	2,793 (18.1%)	2,285 (14.9%)
Aurora Psychiatric Hospital	3,186 (20.6%)	3,205 (20.7%)	3,470 (22.6%)
Aurora SLSS	1,110 (7.2%)	1,167 (7.5%)	1,255 (8.2%)
Columbia St. Mary's	1,789 (11.6%)	1,975 (12.8%)	1,894 (12.4%)
Rogers Memorial	5,197 (33.6%)	5,341 (34.6%)	5,406 (35.2%)
Wheaton-St. Francis	959 (6.1%)	977 (6.3%)	1,029 (6.7%)
Private Hospitals Total	12,241 (79.1%)	12,665 (81.9%)	13,054 (85.1%)
TOTAL	15,485	15,458	15,339

Sources: BHD Dashboard (includes Adult Acute and CAIS), and data provided by private hospitals.

Note: The percentages above are out of the total admissions for each year, shown in the bottom row. The percentages add to 100% within a given year, not including the Private Hospital Total, which is the sum of all private hospitals not including BHD.

Admissions by facility and age are presented in Figures 3 and 4. In 2013, youth (younger than age 18) accounted for 40% of admissions to Rogers, 32% of admissions to BHD, and 24% of admissions to Aurora Psychiatric Hospital. Adults aged 18 to 64 accounted for 93% of admissions to the non-IMD private hospitals, and for 65%, 74%, and 58% of admissions at BHD, Aurora Psychiatric Hospital, and Rogers, respectively.

²⁵ We only included data in the table for years we had complete data.

²⁶ It was reported that the hospitals may admit patients with a primary psychiatric diagnosis to medical/surgical beds at times due to various circumstances. While these admissions add to the total bed days utilized in the system, they do not appear to be as a result of problems accessing designated psychiatric inpatient beds.

Figure 3. Milwaukee County Inpatient Admissions: 2011-2013

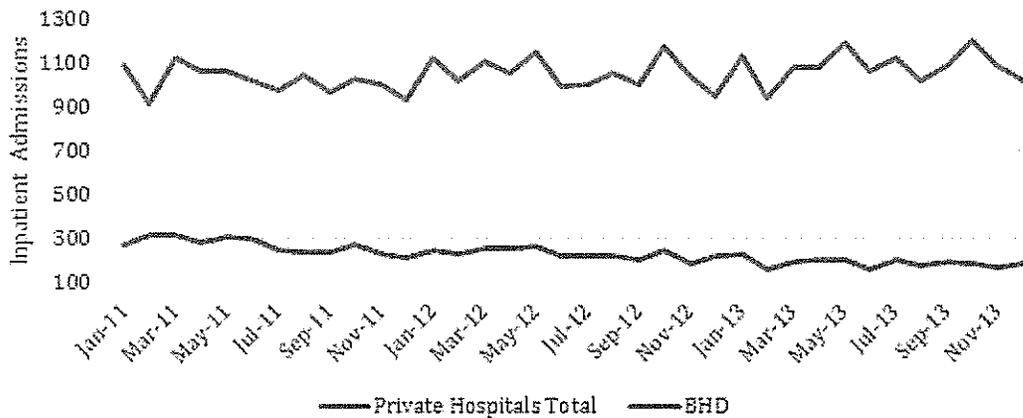
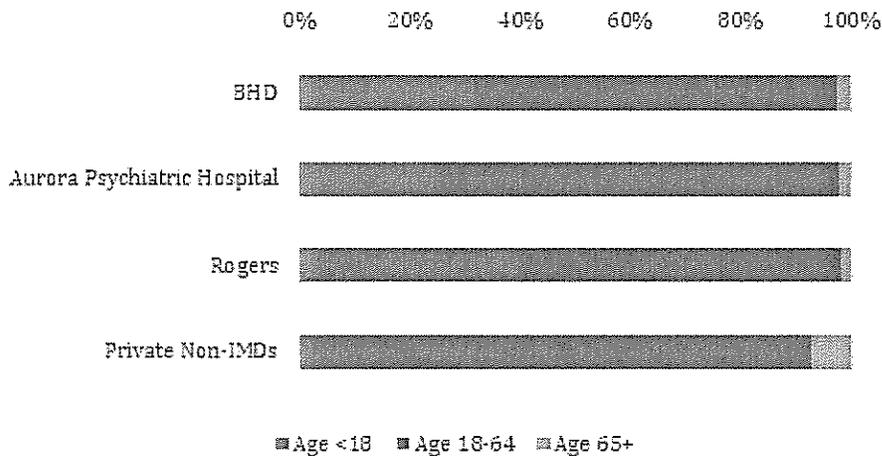


Figure 4. Inpatient Admissions by Age Group: 2013



5.3 Additional Factors That Influence Psychiatric Inpatient Admissions & Demand in Milwaukee County

There are many variables that impact the capacity, availability, demand for, and utilization of psychiatric inpatient services in behavioral health systems—even beyond the national trends discussed in Section 2. Because of this variability, there is no single, reliable formula that can be applied across systems to determine the number of psychiatric beds needed. An often-cited report suggests 50 beds per 100,000 individuals;²⁷ however, this figure oversimplifies the variables in each unique system and may reflect a period of time when there was more reliance on treatment in inpatient settings rather than in the community. While there may be

²⁷ Treatment Advocacy Center. The Shortage of Public Hospital Beds for Mentally Ill Persons. http://www.treatmentadvocacycenter.org/storage/documents/the_shortage_of_publichospital_beds.pdf

innumerable variables that influence bed capacity and demand in Milwaukee County, several with particular relevance are discussed below.

5.3.1 Patient Characteristics

People with mental illness often have other diagnoses or complicating issues that affect the type of treatment, support, and supervision needed within inpatient settings. In fact, this is more likely the case than not. The most commonly associated factors include individuals with:

- Medical diagnoses that need attention, ranging from less serious issues to significant issues that require intensive medical oversight
- Forensic involvement due to criminal behavior as a result of mental illness
- Behavior management issues, including individuals who are assaultive or have disruptive behaviors
- A co-existing intellectual or development disability, or a substance use disorder

Because the hospitals do not currently collect the types of information needed to produce system-level data on patient characteristics and acuity, our ability to analyze patient characteristics and acuity specifically in Milwaukee County was limited.²⁸ Functionally, the hospitals appear to address these characteristics by categorizing beds as low/moderate or high acuity. There does not seem to be an operational definition for each of these categories, but we have interpreted these for purposes of this report.

Generally, the inpatient system of care in Milwaukee County has relied on BHD for inpatient treatment for individuals with more symptomatology and complexity—such as individuals who are highly treatment-resistant or are exhibiting assaultive and aggressive behavior—and those who are more likely to have a longer length of stay. Aurora Psychiatric Hospital did open a higher acuity unit in 2013, but continues to refer the highest acuity patients to BHD. Those with low/moderate acuity—individuals who are more likely to benefit from shorter inpatient length of stay and tend to present with fewer risks—tend to be admitted to private hospitals. Absent an organized approach to the county’s inpatient system of care, this issue places pressure on BHD’s bed capacity and utilization.

It is unrealistic to think that there can be dedicated beds designed to meet the needs of all possible patient diagnoses or characteristics. Rather, individual hospitals (including state, county, private, and general acute) each should maintain or contract for clinical capacity to meet the unique, diverse needs of individuals who require access to different types of specialty care on units (for example, general medical practitioners, addiction specialists, and behaviorists). For private hospitals to work with more complex patients, they will likely need to

²⁸ It is recommended that a standardized assessment of level of functioning and treatment needs that impact bed placement (e.g., medical needs, criminal justice status, behavioral-related issues) be jointly adopted by BHD and the private hospitals to provide an improved data source for future bed need planning.

increase professional and para-professional expertise and coverage to ensure safe, therapeutic environments.

Based on the current functional configuration of beds in the system, Tables 5 and 6 show the average open beds by acuity between January and October 2013. While the 2013 data in both tables appear to show open capacity that can accommodate admissions pressures, patient acuity or other related factors can affect the unit milieu, impacting a hospital's ability to fully utilize beds. At times, hospitals make decisions to keep bed occupancy lower to ensure a safer, more therapeutic environment; thus, vacant beds do not necessarily mean there is additional or underutilized capacity. In addition, the loss of capacity through closure of the Columbia St. Mary's unit in January 2014 has increased bed utilization in the other hospitals.

Table 5. Average Open Low- to Moderate-Acuity Beds by Hospital, Jan-Oct 2013

Month	Rogers	Aurora Psychiatric Hospital	Columbia St. Mary's	Wheaton-St. Francis	Aurora SLSS	TOTAL
Jan	6	6	2	2	--	16
Feb	5	6	3	2	--	16
Mar	3	6	1	2	4	16
Apr	3	4	1	1	2	11
May	4	5	4	1	4	18
Jun	3	6	2	2	4	16
Jul	2	3	2	0	3	10
Aug	2	4	1	1	1	9
Sep	5	5	1	1	1	13
Oct	6	5	3	3	3	20

Source: BHD dashboard

Table 6. Average Open High-Acuity Beds, Jan-Oct 2013

Month	Aurora Psychiatric Hospital-Adult Unit 4	43A Intensive Treatment Unit	43B Acute Treatment Unit	43C Women's Treatment Unit	TOTAL
Jan	4	1	1	1	7
Feb	5	1	1	2	9
Mar	4	5	3	2	14
Apr	3	2	4	3	12
May	4	1	2	8	15
Jun	4	2	1	2	9
Jul	4	2	3	8	17
Aug	3	2	2	4	11
Sep	3	2	2	2	9
Oct	4	2	2	2	10

Source: BHD dashboard

5.3.2 Medicaid and Other Payer Issues

As discussed in the National Context section, reimbursement issues affect system-wide bed capacity. While patient characteristics and acuity are a primary factor in the ability and willingness of private hospitals to admit patients, hospitals are also challenged to ensure that reimbursement meets budget expectations. Most individuals who are admitted to hospitals have some type of insurance. Hospitals and managed care companies enter into contracts to ensure some access to beds for members at negotiated rates. This results in a complicated balancing act for hospitals as they work across contracts to ensure maximum occupancy.

Because they are classified as IMDs, however, BHD, Aurora Psychiatric Hospital, and Rogers Memorial do not receive Medicaid fee-for-service reimbursement for individuals between the ages of 22 and 64. Consequently, these individuals, as well as those without insurance, are usually referred to BHD, which has traditionally assumed the role of “public safety net” for the Medicaid fee-for-service and indigent populations despite the fact that it holds the same IMD classification as the other two hospitals.

Milwaukee County is not unique in assuming this safety net role. Indeed, the public system in other states also often assumes the financial burden and admits indigent individuals in the 22- to 64-year-old age group to public hospitals. It is important to recognize, however, that if additional psychiatric units within private hospitals that are not classified as IMDs existed in the county, like the existing psychiatric units at Aurora SLSS and Wheaton-St. Francis, individuals with less complex conditions could be successfully treated there at a lower cost because Medicaid reimbursement would be possible.

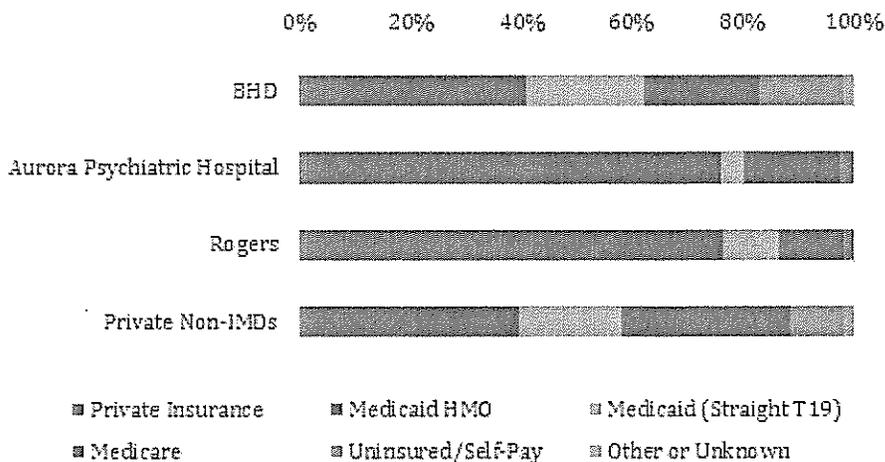
While non-IMD private hospitals can accept individuals with traditional Medicaid and receive reimbursement on a fee-for-service basis, they face other reimbursement challenges. Reimbursement is based on a Diagnosis-Related Group (DRG) system that basically pays a predetermined, set rate based on the patient's diagnosis. The shorter the stay, the greater the financial incentive; the hospital could lose money if the stay is too long. Individuals who are likely to have longer lengths of stay are often referred to BHD due to the financial impact to the hospital. To the extent that the private, non-IMD hospitals are able to serve individuals with Medicaid or other insurance, however, the lower the burden on public, non-Medicaid matched funds.

A sizable subset of the population that is enrolled in Medicaid in Wisconsin receives services under a managed care approach from "Medicaid HMOs." For those individuals, reimbursement for hospital care is provided directly from the health maintenance organization (HMO). Since Medicaid funding cannot be used to pay for services in an IMD, the IMD services covered by HMOs are substitutes for covered acute inpatient days. This does not represent the use of Medicaid funds for long-term IMD services and enables the Medicaid HMOs to pay for care in the IMDs. However, individuals with longer stays are often converted to non-Medicaid HMO status, and the cost of care in the IMD becomes the responsibility of public funds.

Figure 5 illustrates the greater reliance of the private hospitals on managed care (including Medicaid HMO); in contrast, BHD bears a greater responsibility for individuals who are without insurance or eligible payer sources. Notably, 57% of admissions to Rogers had private insurance compared to 9% at BHD. Medicaid was the most common payer source of BHD patients: 32% had Medicaid HMO and 22% Medicaid fee for service (T19).²⁹

²⁹ It is important to note that because of data limitations, Figure 5 reflects inpatient admissions for all age groups, and not just adults. The inclusion of children and adolescents may paint a slightly different picture than would be the case if only adults were considered. For example, the figure shows a higher percentage of Straight T19 admissions at BHD than exists only for the adult population.

Figure 5. Inpatient Admissions by Payer Source: 2013



One issue to consider is the potential financial impact to private hospitals if they take on higher-acuity patients. Patients with serious mental illness are potentially more likely to be readmitted than individuals with lower acuity. Managed care organizations may structure rates based on performance measures such as readmission rates. As hospitals negotiate rates with managed care organizations, hospitals could be faced with lower reimbursement as a result of higher readmission rates if working with higher-acuity patients. While readmission rates are an indicator of the quality of discharge planning by the hospital, much of this is contingent on the ability of the community services system to meet consumer needs.

The Public Policy Forum is conducting a separate review of the expenses and revenues of operating the BHD Mental Health Complex and community-based services; this review—available later this year—should further inform inpatient capacity planning.

5.3.3 Increased Crisis Diversionary Activity

By focusing attention on the front door of the inpatient system, BHD appears to have decreased the need for hospitalization for those likely to need high acuity inpatient care. This is evidenced by the shift in admissions to private hospitals and reduced utilization of crisis services, including a decrease in PCS admissions (Figure 6) and emergency detentions (Figure 7), and increased use of mobile response. Most notably, it appears that expansion of mobile crisis response capacity has increased the number of individuals diverted from inpatient (Figure 8) and is related to decreased utilization of police intervention, emergency room visits, and admissions to BHD. Between 2011 and 2013, BHD data show the number of emergency detentions and crisis admissions in Milwaukee decreased by 21% and 14%, respectively. Increased use of the Access Clinic (which provides a variety of outpatient clinical services) by those who are indigent may have also contributed to decreased utilization of emergency detentions and BHD admissions

(Figure 9). Note: An additional Access Clinic site is now being added which should increase the number served.

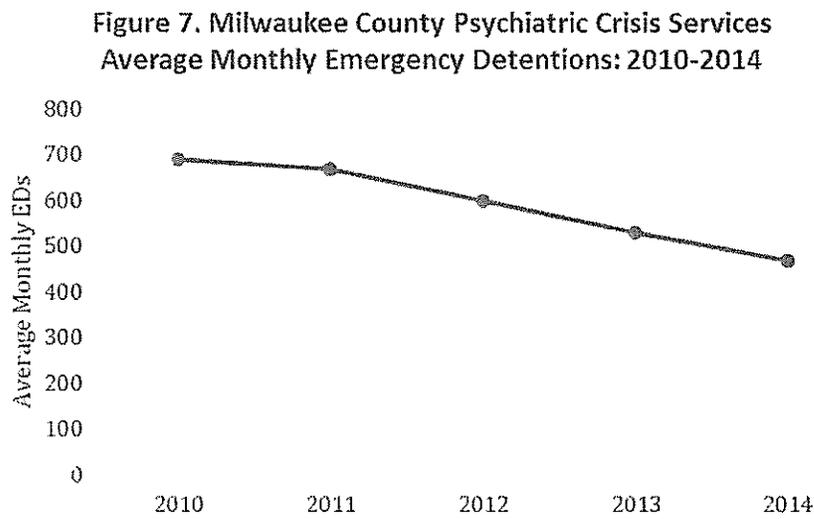
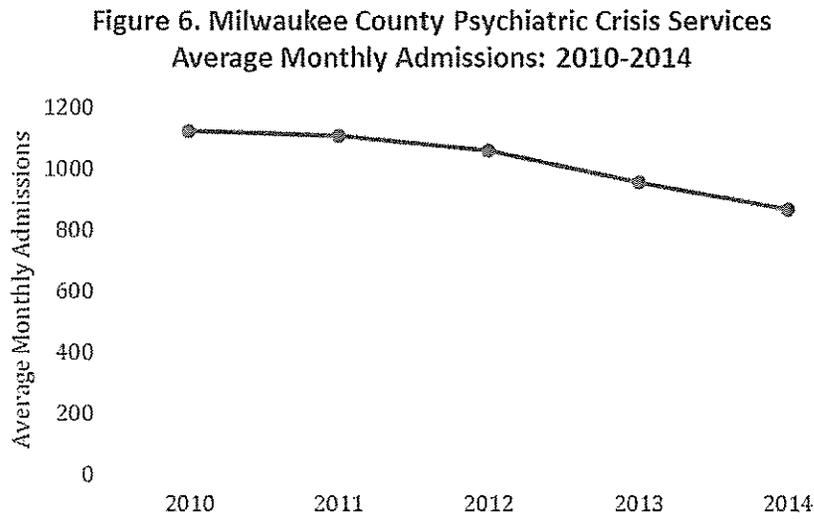


Figure 8. Milwaukee County Mobile Contacts Diverted From Inpatient: Jan 2011-Mar 2014

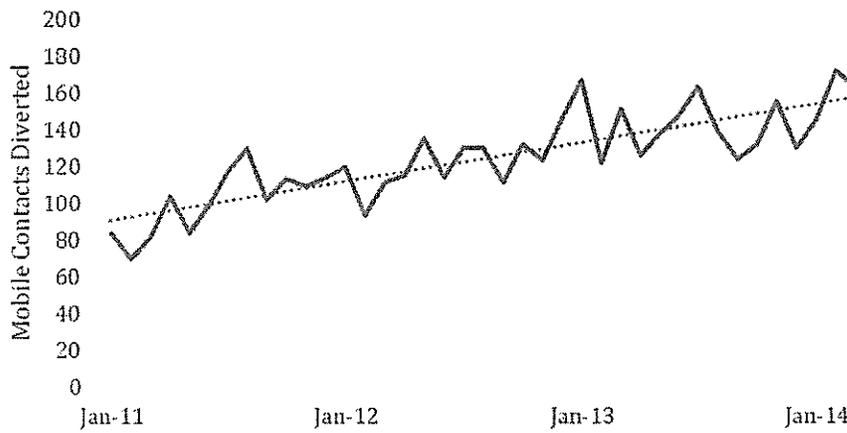
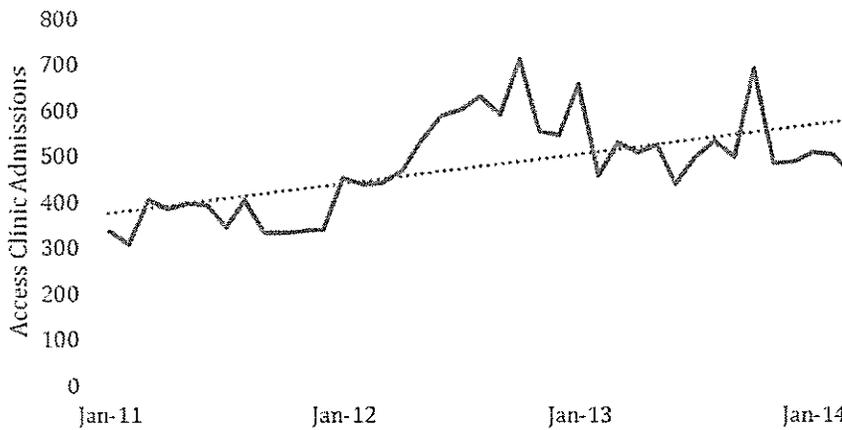


Figure 9. Milwaukee County Access Clinic Admissions: Jan 2011-Mar 2014



Despite the real progress discussed above, there is evidence to suggest that Milwaukee County's behavioral health system still relies too heavily on crisis services in emergency rooms or crisis clinics. Data prepared by the Wisconsin Hospital Association (WHA) for this report show that when adjusting for poverty, an estimated 36% of individuals with serious mental illness in Milwaukee County had an emergency room visit in 2013, compared with a state average of approximately 20%. Additionally, the use of police interventions and emergency detentions remains high. For comparison, Houston's population of 2.1 million is more than

twice that of Milwaukee County, yet in 2011 Houston had 2,259 emergency detentions,³⁰ or about 28% of the number of emergency detentions in Milwaukee County (8,109).³¹

WHA data also suggest that when comparing the inpatient penetration of individuals with serious mental illness (SMI) who are in poverty, an estimated 17% of individuals with SMI in Milwaukee County had an inpatient discharge for mental illness in 2013, ranking it 11th out of 20 counties it compared data with.³² While emergency detentions remain problematic, this data suggests that Milwaukee County residents with SMI who are in poverty are less likely to be admitted as compared with other counties.

5.3.4 Access to and Availability of Community-based Services

While use of crisis diversion services such as mobile response and the Access Clinic are important, the strength, quality and accessibility of non-crisis oriented, community-based services is equally or perhaps even more critical. The 2010 HSRI/TAC/PPF report highlighted the voice of stakeholders in the system calling for a more recovery-oriented, higher quality, accessible community-based system that is less reliant on crisis-oriented, emergency, and inpatient treatment service. One of the challenges to this inpatient bed need analysis was to understand the extent to which the increase in community-based services that has occurred since that time has lessened demand for inpatient services and the use of emergency detentions.

Since the release of the HSRI/TAC/PPF report on Milwaukee's mental health system, the county has allocated additional resources to community-based services and made progress in several areas. Budgeted initiatives since 2011 have included expansion of crisis residential beds, peer support services, supported housing assistance, and mobile crisis response services. As shown in Appendix C, the current 2014 budget allocates a significant investment of approximately \$4.8 million to expand a range of community services. It is important to note that BHD has begun piloting more intensive community-based supports that resemble Assertive Community Treatment (ACT). The implementation and projected expansion of Community Recovery Services (CRS) 1915(i) Medicaid state plan services will provide a good platform to meet the needs of individuals, but these will take time to phase in and achieve positive outcomes. CRS is initially being used to transition people from community-based residential facilities (CBRFs) to lower levels of care, making room for those who need more intensive support. Meanwhile, the phase-in of Comprehensive Community Services (CCS) during the remainder of 2014 and projected growth in 2015 will provide an opportunity for more persons who are receiving case

³⁰ Houston Police Department, Mental Health Unit. 2011 Annual Report: Success through collaboration. 2011. http://www.houstontx.gov/police/department_reports/MHU_2011_Annual_Report.pdf

³¹ The process for counting the number of Emergency Detentions (ED's) for Milwaukee and Houston is comparable. After recognizing problems with the number of ED's, the Houston Police Department and the Mental Health Mental Retardation Authority of Harris County implemented a series of reforms to reduce the use of ED's and improve access to care. <http://www.houstoncit.org/history/>

³² Wisconsin Hospital Association. Data analysis provided July 9, 2014.

management services to receive a more comprehensive array of support. The use of CCS can be intensive, and BHD is seeking to develop ACT-like³³ services through this mechanism.

However, many of these newer services are budgeted for implementation during 2014 and expansion in 2015, and have yet to be sufficiently established to the point where they lessen existing demand for inpatient capacity across the system. While BHD's bed utilization is down, the overall admissions throughout the county have generally remained consistent for the past three years, and the reliance on police as the frontline for psychiatric emergency services in Milwaukee County, evidenced by the persistently high number of emergency detentions, remains problematic.

In addition, while most individuals in inpatient care have lengths of stay of roughly one week, there is a group of individuals at BHD with very long lengths of stay that occupy beds. These individuals have complex situations such that they: a) continue to meet commitment criteria; or b) they no longer meet commitment criteria but intensive community services appropriate for their needs have not been developed yet. An argument can be made that if appropriate services could be developed in the community for these individuals, then the beds that they currently occupy would not be needed. One explanation for the system's admissions and discharge challenges may be the system's historic reliance on less-intensive services with limited access, such as Targeted Case Management, compared to other better-performing jurisdictions that utilize services like ACT, intensive case management, and peer-delivered supports.

Table 7 shows the various types of community-based services offered by the County prior to this year (when CRS and CCS were added and an ACT pilot was initiated) and changes in the number of individuals served since 2011. Projected increases by BHD in the number of individuals that could be served between 2015 and 2017 with continued growth of community-based services could reduce inpatient demand further. Appendix A has a more detailed description of each service.

³³ Assertive Community Treatment is an evidence-based practice with established fidelity standards. ACT should not be confused with services that are intensive but do not adhere to fidelity standards.

Table 7. Milwaukee County Behavioral Health System Services: 2011-2014

	2011	2012	2013	2014 YTD*	2014 Projected
Targeted Case Management					
Capacity	1234	1234	1252	1292	1292
# served	1314	1378	1439	1370	1505
Length of stay (Years)	3.6	5.6	3.5		
# with PCS encounter	362	399	356		
# with inpatient stay (BHD)	101	144	149		
# with inpatient stay (Self-reported)	331	351	329		
Community Support Program					
Capacity	1315	1310	1340	1340	1340
# served	1408	1384	1352	1337	1392
Length of stay (Years)	10.0	7.7	9.7		
# with PCS encounter	396	360	363		
# with inpatient stay (BHD)	121	133	125		
# with inpatient stay (Self-reported)	334	319	255		
SAIL³⁴					
New Clients Requesting Services	432	470	568	199	600
Total Approved Requests	1348	1297	1619		
Denied Requests	427	499	649		
CLASP					
Capacity	n/a	75	150	150	150
# served	n/a	59	248	158	243
Length of stay (Months)	n/a	2.0	3.2		
# with PCS encounter	n/a	52	182		
# with inpatient stay (BHD)	n/a	36	120		
Recidivism rate	n/a	8.5%	8.3%		
Partial Hospital					
Capacity	24	24	24		
# served	65	63	63	38	54
# with PCS encounter	39	30	26		
# with inpatient stay (BHD)	14	14	14		
# with inpatient stay (Self-reported)	33	30	31		
Community-Based Residential Facility (CBRF)					
# of beds	136	136	136		
# with PCS encounter	42	52	51		
# with inpatient stay (BHD)	31	24	20		
# with inpatient stay (Self-reported)	17	29	30		
Outpatient					
# served	998	978	657	464	988
# with PCS encounter	459	440	141		
# with inpatient stay (BHD)	134	109	93		

Source: BHD

*2014 YTD is 01/01/2014 – 04/30/2014

³⁴ The Service Access to Independent Living (SAIL) program makes assessments and referrals to programs and is not a direct service program. It is shown here to reflect increased demand for services.

5.3.5 System-wide Inpatient Bed Planning and Management

Because Milwaukee County operates its own inpatient and long-term care facilities, it rarely sends consumers to the state hospitals. In most states, as well as in those Wisconsin counties without a county hospital, consumers who require longer lengths of stay tend to be admitted to state facilities either after a short-term admission at a local hospital or directly if no beds are available locally.³⁵ State psychiatric hospitals admit individuals with the most complex conditions only after they have been served in a local, private hospital unit.^{36,37}

The balance of inpatient care is managed by private hospitals at the local acute care level. In 26 states,³⁸ the availability of psychiatric beds is regulated through a Certificate of Need process to ensure bed availability and that clear requirements exist for things like admissions and discharge criteria, minimum staffing and clinical expertise, and the types of services that should be provided. Absent a Certificate of Need process for psychiatric inpatient services (or a similar oversight, regulatory or coordination process), challenges could emerge with regard to access to care, system coordination, and fragmentation.

In Milwaukee County, the lack of such clear guidelines to govern psychiatric inpatient bed capacity and responsibility is problematic. For example, the ability of individual providers to open and close beds unilaterally and on short notice—and sometimes solely in response to psychiatrist vacations or absences—can negatively impact overall system capacity in ways that cannot be anticipated and effectively addressed by other providers. The lack of formal system criteria with regard to admissions is also problematic, as individual providers can establish their own criteria that are determined by variables such as patient acuity or payer factors. Payer factors may become an increasing concern as private hospitals engage in managed care and create accountable care networks that will drive bed capacity.

Overall, the lack of system-wide coordinated planning between BHD and its partners (e.g., private hospitals, providers, and stakeholders) and resulting uncertainty regarding bed capacity, availability, and access remains a significant system issue, despite the real progress that has been made in recent years to implement a public-private provider working group and to establish contractual relationships between BHD and certain providers. A high-level review of data shows a slight decrease in admissions to inpatient settings overall. However, bed planning

³⁵ National Association of State Mental Health Program Directors Medical Directors Council. *The Vital Role of State Psychiatric Hospitals*. July 2014.

³⁶ Despite this, state hospitals are typically not equipped to treat individuals with serious medical conditions and individuals are often treated in private, acute care hospitals with mental health staff providing supervision in the medical setting.

³⁷ There are some situations where patient acuity of circumstances are so complex that private hospitals are precluded from serving individuals. Examples include court-ordered or otherwise forensic situations, or severe risk of dangerousness.

³⁸ According to the National Conference of State Legislatures, 26 states, excluding Wisconsin, have a Certificate of Need process for psychiatric inpatient bed capacity. <http://www.ncsl.org/research/health/con-certificate-of-need-state-laws.aspx#Regulated>

should not occur in a vacuum. The admission trends suggest that beds could be reduced at BHD, but several factors should be considered, including the future plans of individual hospitals and the impact of community services expansion.

The role of the State of Wisconsin also must be clarified. For example, like the County, the State is also considering strategies to reduce census in its facilities at Mendota and Winnebago. While such action is consistent with national efforts from economic and community integration perspectives, it could be detrimental to BHD's downsizing efforts; an inability to send additional consumers to state hospitals could preclude an important option for certain patients served by Milwaukee County.

5.3.6 Closure of Rehab Hilltop and Rehab Central

In February 2013, the Milwaukee County Executive announced the County's intent to close the long-term care rehabilitation units at the Mental Health Complex. The stated intent was to provide residents living at Rehab Hilltop and Rehab Central the opportunity to live in the least restrictive environments and more integrated settings consistent with *Olmstead*. Rehab Hilltop has operated as a 72-bed intermediate-care facility for individuals with intellectual and developmental disabilities and co-occurring mental illness, and it is scheduled for closure at the end of 2014. Rehab Central has operated as a 70-bed skilled nursing facility/home for individuals with complex physical, mental and behavioral needs, and its closure is slated for December 2015.

As of August 2014, there were 38 individuals in Hilltop and fewer than 35 in Rehab Central. Both facilities have 24-hour supervision and are highly structured environments with comprehensive treatment and supports. As a result, it is reported by BHD that there has been low utilization of psychiatric inpatient beds by the Hilltop and Rehab Central residents. As residents are moved into community-based settings, however, there is some possibility that there will be an increase in psychiatric inpatient utilization if services do not meet individuals' needs, creating a new pressure point. In addition, individuals who otherwise would have been admitted to either of these facilities could also remain on BHD inpatient units for a longer period of time if sufficient community-based options do not exist.

According to BHD, two former residents were admitted to BHD once, and another individual was admitted twice, since downsizing of the two facilities began. While there have been few admissions to BHD of former residents of Rehab Central and Hilltop since downsizing began, the number of inpatient bed days consumed is long, with one presently exceeding 425 days. Over time, it is likely that some of these individuals, and individuals with similar needs, will need inpatient treatment, and BHD should track this issue to understand the impact to bed demand and the need to deliver more enhanced services to those individuals in community settings.

5.3.7 Workforce

Consistent with workforce challenges experienced nationally, Milwaukee is experiencing a shortage of behavioral health professionals and paraprofessionals. Most directly, this impacts inpatient bed capacity at BHD and the other hospitals. Hospitals struggle to recruit and retain qualified staff, and these difficulties are compounded by the typical staffing challenges associated with vacations and sick leave. When hospitals are at the staffing margin, any staff vacancies directly reduce bed capacity.

Area hospitals have made limited use of nurse practitioners for prescribing. Nurse practitioners have been used successfully in some states, not as a replacement for psychiatrists but as a complement to the milieu. While there is little research on differences in quality of care, nurse practitioners are able to prescribe in Wisconsin and could—at minimum—play a role in helping to ensure that existing bed capacity is staffed and can be fully utilized. A key issue in Wisconsin is a decided lack of certified psychiatric mental health nurse practitioners.

It appears common in Milwaukee County for bed capacity to fluctuate depending on staffing. While the availability of workforce is a documented issue in Milwaukee and other parts of the country, it was surprising to hear about the frequency of fluctuations in bed capacity caused by temporary staff vacancies. While clinical care and safety must not be compromised by high caseloads, there could be greater efforts to ensure consistent staffing to ensure consistent bed capacity (for example, shared professionals, use of APNs, and locum tenens).

Key informants also expressed concern about the lack of available and skilled community-based workforce to meet demand, including staff for program services such as Assertive Community Treatment and licensed clinical professionals like psychiatrists and therapists to meet clinical outpatient demand. That issue also could impact inpatient bed capacity but it is beyond the scope of this report to quantify it; the issue will be addressed, however, by an outpatient capacity analysis that will be initiated shortly after the release of this report.

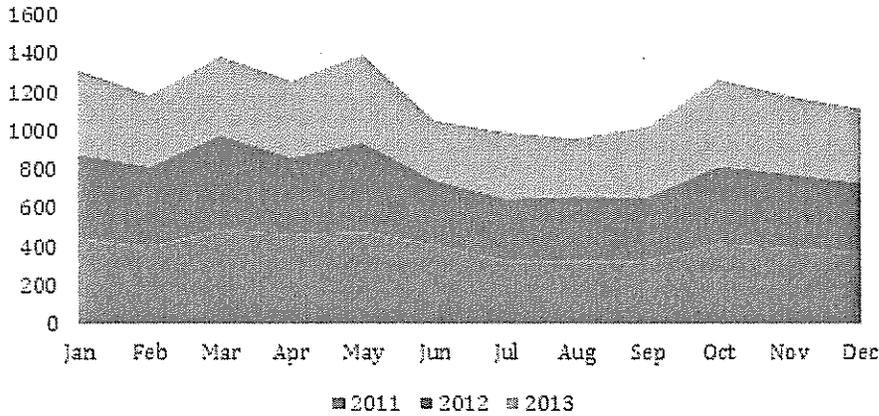
It was suggested by some providers that the hospitals should consider a joint approach to meeting the skilled workforce needs across the inpatient system. This model would include sharing treatment professionals such as psychiatrists or other licensed professionals with expertise in various areas to meet the needs of individuals with complex conditions. This could enhance the ability and willingness of the private hospitals to admit some patients who might otherwise be admitted to a more restrictive setting at BHD. This idea merits discussion among the hospitals, including BHD.

5.3.8 Seasonality

During this project, the notion of seasonal effect on admissions was raised by various stakeholders. A review of the data for the past three years shows significant fluctuations in total admissions (i.e., adult and child/adolescent) on a monthly basis each year. A closer look at the data—as displayed in Figures 10 and 11—indicates that for children and adolescents

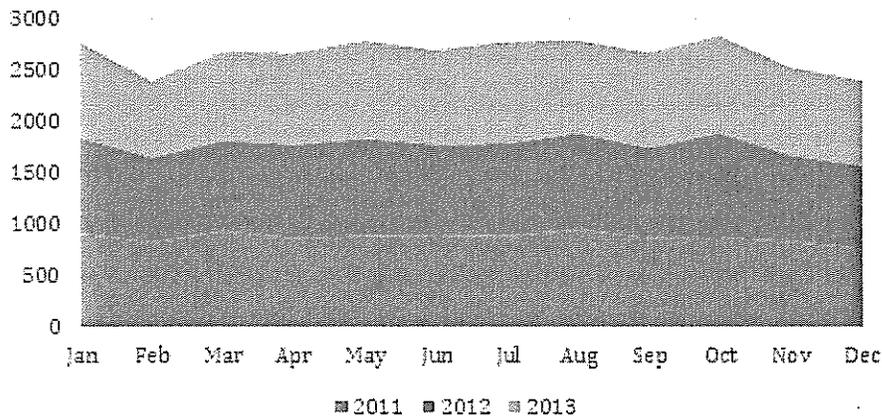
(younger than age 20), there seems to be a decrease in admissions during the summer months. For adults over 20, however, there seems to be general consistency of admissions throughout the year.

Figure 10. Milwaukee County Behavioral Health System Youth Monthly Admissions: 2011-2013*



*Includes private hospital admissions for persons age <21, and CAIS admissions to BHD.

Figure 11. Milwaukee County Behavioral Health System Adult Monthly Admissions: 2011-2013*



*Includes private hospital admissions for persons age ≥21, and Adult Acute admissions to BHD.

For adults, it appears that any strain on inpatient capacity is unrelated to seasonality. However, given the current number of adult beds in the county, it appears that there is enough capacity to accommodate any minor, temporary fluctuations that arise due to seasonality or other

issues, and hospital systems should be prepared to staff up accordingly. It is cost prohibitive to maintain additional staffed bed capacity for short-term spikes in demand.

While it does not appear that seasonality is a major issue for adult inpatient demand, it is important to point out that admissions that may be related to seasonality are not necessarily indicative of a greater clinical need during these months. Many experts in the County agree that seasonal variations could be partly weather-related; for example, people who are homeless are more likely to be admitted for sheltering reasons due to extreme cold despite the fact that this is not consistent with commitment criteria. However, our data do not show an increase in adult admissions in the winter months. If such a situation should occur, greater attention to community service needs would be more appropriate than utilizing costly inpatient beds as shelter.

5.3.9 Transfer of Authority

Recently passed state legislation that provides for a different means of oversight of Milwaukee County's behavioral health system will affect how psychiatric inpatient care is approached and managed in the county. Until recently, per the Wisconsin state statutes, the county board of supervisors in all counties had "the primary responsibility for the well-being, treatment and care of the mentally ill, developmentally disabled, alcohol and other drug dependent citizens residing within its county and for ensuring that those individuals in need of such emergency services found within its county receive immediate emergency services."

However, this authority in Milwaukee County was recently changed by state lawmakers and assigned to a new Mental Health Board (MHB). Effective July 1, 2014, the new Mental Health Board assumed responsibility for the oversight and direction of Milwaukee's behavioral health system. Details of this role can be found in Chapter 51 (i.e., 51.41) of the State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act. While the Mental Health Board is just beginning its work, it will have a direct role in how the system evolves, including BHD's role in inpatient care, system-wide bed capacity, and the capacity and quality of community-based services.

Section 6

Recommendations

The purpose of this analysis is to understand the demand for adult psychiatric inpatient beds and the capacity that should exist in Milwaukee County. As stated earlier in the report, much of the demand and capacity for inpatient beds depends on multiple variables, including the overall community-based services infrastructure. We reviewed several of these variables in making our recommendations. It is important to point out, however, that a detailed assessment of outpatient capacity (e.g., community-based programs and licensed treatment professionals)—which will be a key determinant of the inpatient capacity needed in Milwaukee County—is beyond the scope of this project. An analysis of outpatient treatment capacity is planned as a second phase that will begin after the completion of this report.

6.1 Short-Term Demand and Need for Adult Psychiatric Beds

Recommendation: Based on the current capacity and composition of the overall adult mental health system in Milwaukee, adult inpatient bed capacity should be in the range of 167 to 188 beds.

Currently, among both public and private hospitals, we calculate that there are approximately 201 adult psychiatric beds in the system; of these, roughly 150 beds are utilized. These utilization figures are based on 2013 admissions trends and lengths of stay, and they capture seasonality and other factors. As discussed in the Methodology section, however, hospital psychiatric units often intentionally operate under capacity to accommodate unique circumstances—patient acuity, gender issues or medical co-morbidity for example—that affect unit milieu. Essentially, the hospitals balance unit census to ensure safety and a therapeutic environment. As a result, the system needs more beds than are utilized to account for these variables.

Based on feedback from the hospitals, we applied a lower and upper occupancy rate and calculated the range of beds that should exist in the current system to accommodate actual utilization. This means that the psychiatric units will generally operate at 80% to 90%³⁹ of capacity to meet inpatient demand. In Milwaukee County, there should be approximately 167 to 188 beds to meet the current utilization rate of 150 beds. Given that there are 201 beds budgeted among all of the hospitals in the County (with 23 more planned for 2015), we believe there is enough total capacity to meet current demand.

While we find the current county-wide budgeted bed capacity sufficient and that demand for inpatient beds appears to be lessening throughout the county, recent data shows a “tipping

³⁹ Based on the American Hospital Association annual survey data, the bed occupancy rate across all hospitals in the U.S. in 2009 was 67.8%.

point” where the system appeared to have sufficient bed capacity but then suffered a strain when that capacity was diminished earlier this year. In 2013, there were approximately 223 beds operating (66 at BHD and 157 among the private hospitals) compared to 201 in 2014. With admissions in the county remaining relatively stable, the strain on capacity appears to stem largely from the reductions in beds at both Columbia St. Mary’s and at BHD. It is important to keep in mind that fluctuations in staffed bed capacity at BHD and the private hospitals due to vacations and other leave time add to this strain.

This data also does not include admissions to medical/surgical beds operated by the private hospitals. It was reported that the hospitals may admit patients with a primary psychiatric diagnosis to medical/surgical beds at times due to various circumstances. While these admissions add to the total bed days utilized in the system, they do not appear to be as a result of problems accessing designated psychiatric inpatient beds. BHD should monitor the extent of such admissions to ensure that it does not underestimate psychiatric inpatient bed need.

Several private hospitals have increased their admissions in the past three years, particularly Aurora Psychiatric Hospital and Rogers. However, the closure of Columbia St. Mary’s 18-bed unit in Milwaukee seems to have added pressure on bed capacity throughout the county.⁴⁰ In 2013, Columbia St. Mary’s admitted 1,892 adults and had an average daily census of approximately 12 individuals who were there involuntarily or voluntarily. That loss of capacity—combined with a reduction in beds operated by BHD from 66 to 54 earlier this year—placed added pressure on the system. Consequently, it is reasonable to suggest that for short-term planning, the number of beds needed now in Milwaukee County should be based on recent experience and utilization, which suggests the range of 167 to 188 beds.

This does not suggest that the 167 to 188 bed range needed now is ideal for the longer term. Instead, it reflects the need based on the current capability and capacity of Milwaukee County’s overall behavioral health system. We found that new investments made in mobile response, for example, have helped lessen the pressure on PCS and inpatient demand at BHD; however, these investments have not significantly improved access to community-based services. Ideally, Milwaukee County and the new Mental Health Board should emphasize the development of the types of accessible, community-based services that could reduce the demand for inpatient beds.

⁴⁰ It is important to note that several other health systems in Milwaukee also have closed psychiatric inpatient beds during the past several years. Our discussion of this closure is not meant to single out the Columbia-St. Mary’s system, but simply reflects the timing of this specific reduction in beds and its relevance to the consideration of near-term inpatient capacity.

6.2 Type and Configuration of Beds

Recommendation: Using the upper range of beds needed in the system to meet demand (188 beds), 54 to 60 adult inpatient beds should be maintained to serve high-acuity and/or indigent patients and roughly 128 to 134 beds should be maintained to serve low- to moderate-acuity patients.

Current data shows that most admissions can be accommodated by the private hospitals and tend to be low to moderate in acuity. As discussed earlier, functionally, the county appears to categorize beds as low/moderate or high acuity. Generally, individuals with low to moderate acuity tend to be admitted to the private hospitals. These individuals are more likely to benefit from shorter inpatient lengths of stay and tend to present with fewer risks, such as assaultive behavior. As the inpatient system is currently configured, those with more complex presentations—such as individuals with dual diagnosis, co-occurring disorders, and assaultive behaviors—and those who are more likely to have a longer length of stay tend to be referred to BHD for inpatient treatment. In addition, BHD is more likely to serve those enrolled in Medicaid fee-for-service and the indigent population as uncompensated care.

As discussed earlier, private hospitals handled 79% of the behavioral health admissions in the county in 2011; this percentage increased to 85% in 2013. Accordingly, we can broadly assume that in 2013, roughly 85% of admissions were for patients with low to moderate needs, and 15% were to BHD for higher acuity (though we acknowledge that payer source also impacts BHD admissions). Because BHD admits higher-acuity patients and has longer lengths of stay, however, it is clear that based on the current demand/capacity approach, BHD should operate far more than 15% of the total beds. The data suggest that 54 to 60 beds is the needed capacity for high-acuity and/or indigent patients who historically have been served by BHD, and that roughly 128 to 134 adult beds should be available for patients with low/moderate acuity who historically have been served in the private hospitals.⁴¹ However, as discussed above, the ability of BHD and the hospitals to cooperatively gauge and plan needed bed capacity on an ongoing basis will be important to maximize beds and ensure a seamless system.⁴²

In the near future, it is likely that BHD's inpatient beds will continue to serve patients with higher acuity and/or those who are indigent unless agreements are worked out with private hospitals to admit higher-acuity patients and use public funds to reimburse those hospitals for uncompensated care. Based on beds in operation at the beginning of 2014, bed capacity at the private hospitals appears mostly stable, aside from the closure of beds at Columbia St. Mary's Milwaukee. In fact, Rogers Memorial is adding 56 new beds, which will result in an additional

⁴¹ BHD is budgeting for 60 adult beds for CY2015.

⁴² The private hospitals have no legal obligation to provide beds to meet recommended county-wide need. Therefore, we do not feel it is appropriate to recommend a per hospital allocation of beds. However, we feel it is in the hospitals' and county's interest to coordinate how best to meet the system's bed need.

28 beds for adults and 28 beds for children and adolescents. Rogers also anticipates adding additional intensive outpatient and partial hospital capacity.

As discussed earlier in the report, there is some risk of relying on the private hospitals to maintain capacity, and the county and private hospitals should engage in regular joint planning to meet the inpatient needs of county residents. Prior to 2009, there was very little interaction among the hospitals and BHD. However, over the past few years there have been efforts to improve coordination. The newly constituted Mental Health Board should consider how best to ensure active coordination and planning among BHD and the hospital providers.

6.3 Planning for Future Bed Capacity

Recommendation: BHD should expand community-based services that have been shown to promote recovery and decrease the need for hospitalization. Future decreases in bed capacity should be based on inpatient and community-based services metrics that demonstrate a sustainable decrease in demand for inpatient beds.

Strategies to decrease admissions to the private hospitals and BHD will be essential to enabling further decreases in bed capacity. If the goal of Milwaukee County/MHB is to decrease reliance on inpatient bed utilization, then the enhancement of the community-based system must take place. As previously mentioned, inpatient bed demand is contingent on the foundation of the community-based system of care. BHD should enhance its efforts to expand the availability of community-based services that have been shown to decrease inpatient admissions.

While we found that the County has expanded some community-based services, and that this expansion has reduced activity at PCS and helped to successfully accommodate the reductions in bed capacity that have occurred to date, the increase has not been sufficient to further decrease bed capacity at this time. To some degree, the overall coordination and organization of the system, including the need to establish a culture built on community support and diversion (as compared to a “get sick first” system), is as important as simply expanding services.

There is solid evidence to suggest that more available and accessible community-based services can decrease the demand for inpatient care. For Milwaukee County, this would require further investment (new or reallocated resources) to improve access to community-based services targeted to those most likely to utilize crisis and inpatient services. Among these are efforts to increase mobile response activity or other interventions aimed to divert and reduce police interventions and emergency detentions; intensive and flexible services such as Assertive Community Treatment and supportive housing strategies; increased access to peer-delivered supports; and increased access to prescribers.

BHD should utilize SAMHSA’s *Description of a Good and Modern Addictions and Mental Health Service System* as a reference for the continuum of services that should be available to

Milwaukee County residents. BHD should also refer to emerging best practices on the integration of behavioral health and primary healthcare. Critical to the outcomes, BHD should evaluate how individuals are assessed and matched to services. Individuals with the highest needs and who are most at risk for hospitalization should have access to the most intensive community-based services; those who are further along in recovery and present with lower risk should have access to less intensive but flexible supports. As part of this process, BHD should identify performance metrics to evaluate whether the services that individuals are receiving are having a desired impact on hospitalizations and other recovery-oriented outcomes (e.g., employment, quality of life).

Similarly, system-wide and hospital-specific metrics should be utilized when changing inpatient bed capacity and considered in the context of the community-based performance indicators. Community-based performance indicators that demonstrate an expansion of services that demonstrate desired outcomes such as fewer crisis episodes, stable housing, and engagement in meaningful activities (employment and positive social relationships, among others) will likely result in fewer hospital admissions. The ability of the system to correlate these metrics will provide a data-driven justification for additional decreases to inpatient bed capacity.

Hospital admissions data is another source of information that could be carefully tracked and used to determine how many beds could be decreased in the system. We applied a utilization-based approach based on admission trends to estimate the number of beds that could be decreased over time in the county, with an underlying assumption that more accessible community-based services metrics will support decreasing admissions and lengths of stay.

Based on current lengths of stay, we estimate, based on our bed calculation methodology, that for every 225 BHD admissions (median length of stay of 8 days) that the system can divert and sustain, roughly five fewer high-acuity beds are needed in the system. For every 450 admissions to the private hospitals (median length of stay of 4 days) the system can divert, roughly five fewer low/moderate acuity beds are needed in the system. However, before these estimates are actually used to decrease bed capacity across the county, we recommend that a trend analysis occur for community metrics described above and any decrease in admissions, and that the decrease is sustained for a period of at least six months before any bed capacity is reduced. This is important since there are many variables that will affect future bed need, several of which are not quantifiable at this time.

These estimates depend on several factors, and the numbers above should be used as a guide. Some beds have patients with very long lengths of stay, essentially resulting in limited utilization of those beds. Consequently, the less efficient the hospitals and system are at managing lengths of stay, the greater the likelihood that bed capacity will need to remain higher.

Recommendation: The private hospitals should continue to increase their role in meeting the psychiatric inpatient needs of Milwaukee County residents. BHD should collaborate with and assist the private hospitals to successfully treat individuals with complex situations and seamlessly facilitate their discharge back into the community.

We also think that much of the inpatient care provided at BHD can be provided by the private hospitals, especially if the community-based services are increased and providers are equipped to work with consumers who have more challenging behaviors. It is likely there will still be a need for beds to serve a higher level of acuity, but BHD does not necessarily have to be the entity to operate those beds. This decision ideally should be determined by which party can provide those beds in the most cost-effective and clinically proficient manner.

The private hospitals have expressed concerns about their ability and willingness to assume this responsibility, including finding appropriate community settings to which patients can be discharged and additional financial risks they would incur for delayed discharges if community resources are unavailable or nonexistent. The County, and possibly the State, will need to consider the roles that they might play in appropriately addressing those and related concerns. Another alternative would be for the State to assume the responsibility for those limited instances when higher-acuity beds for the most complex patients are needed.

Much of the bed capacity in Milwaukee County is driven by the private hospitals and market factors, such as demand and payer sources, and is beyond the control of the County. Similar to third party insurance payers, the County/MHB should determine what inpatient bed capacity is needed in Milwaukee County, especially with regard to beds capable of serving patients with high acuity, and devise strategies to ensure that capacity exists. While providing appropriate high-acuity capacity itself is one option for the County, procuring it through private hospitals is another.

It was difficult for us to determine the private hospitals' precise future plans for inpatient bed capacity, and the feedback we did receive from hospital officials about future bed capacity can only be considered speculative. However, Rogers Memorial's expansion to a second site will result in roughly 28 additional adult beds in the county, and BHD should be engaging Rogers Memorial for bed planning purposes.

It also is difficult to predict the impact that the BadgerCare expansion will have on inpatient need, and this data should be regularly reviewed. We expect it is more likely that this will result in increased pressure on outpatient services as people will be more likely to seek services. Since inpatient care is emergency-based, we believe this population already accessed inpatient treatment when brought in through emergency detentions or other means.

It is possible, however, that greater access to community services will positively impact the system in that some people who were previously uninsured and admitted to inpatient treatment will instead access outpatient services and be less likely to be admitted in crisis. The

impact to inpatient and outpatient services through this newly insured group should be tracked. Increased insurance coverage could be a factor in increased emergency department pressure, as some other states have experienced.⁴³ However, this does not necessarily mean that this pressure should result in increased admissions to psychiatric inpatient units, and there should be some leveling off as newly insured individuals engage in and learn to navigate outpatient services.

⁴³ Taubman, Sarah, L., et al. Medicaid Increase Emergency Department Use. Evidence from Oregon's health insurance experiment. Science Express. January 2, 2014; Page 1 / 10.1126/science.1246183

Section 7

Concluding Thoughts

Our analysis has found that based on the current adult mental health system in Milwaukee County, there will be a continued need for inpatient beds for consumers with higher acuity and lack of insurance to pay for care. It is reasonable that demand for these beds could further decrease if certain types of community-based services are increased. In the near term, however, individuals with higher acuity and Medicaid fee-for-service or no insurance will likely continue to be admitted to BHD rather than to Aurora Psychiatric Hospital or Rogers Memorial due to lack of reimbursement and other factors discussed throughout this analysis.

Given that the private hospitals currently handle approximately 85% of all admissions to inpatient care, however, a major consideration for the longer term is at what point it becomes economically inefficient for the County to continue to provide care at the Mental Health Complex. BHD could negotiate a rate to pay for Medicaid-eligible or uninsured individuals at the private hospitals, or work with non-IMD private hospitals to admit more individuals with Medicaid to reduce the burden on public funds.

To accommodate a reduced but continued need for high-acuity beds and the reimbursement issues discussed throughout this report, we suggest that four scenarios exist:

- BHD continues to operate a smaller number of high-acuity beds at the Mental Health Complex or in a smaller facility.
- BHD purchases high-acuity capacity at a private hospital or hospitals.
- Milwaukee County residents with high-acuity, longer term needs are referred to a State-operated hospital.
- BHD or the State operates a regionalized facility that serves Milwaukee County residents and residents from surrounding counties who otherwise would have been referred to a State hospital for longer term care.

Each scenario is discussed briefly below and will require additional examination as the Mental Health Board considers the future role of the Mental Health Complex.

Scenario I: BHD continues to operate a smaller number of high-acuity beds at the Mental Health Complex or in a smaller facility.

Over time, the number of consumers admitted to the Mental Health Complex has decreased as community capacity increased and psychopharmacological treatments became more effective. Despite this progress, there will still be a need for some longer term, high-acuity beds to serve Milwaukee County residents. We believe, however, that if there is willingness to devote sufficient resources to the types of community-based services described in the previous

section, then the number of such beds can be reduced substantially below the 54 to 60 that currently are required.

In many states, the public authority (mostly at the state level) charged with this responsibility continues to provide this service. For Milwaukee County, the efficiency of operating this service at the current Mental Health Complex or providing the service in a more cost-efficient setting is at issue.

At some point the cost to provide services to relatively few individuals in a larger facility becomes inefficient, particularly when that facility is classified as an IMD and when it exists as part of a county government structure that allocates centralized costs to the Mental Health Complex as if it is a regular county department (as opposed to a health care facility). If the MHB determines that the County should continue providing inpatient services, then it should consider the point at which it provides the service in a smaller setting at a different location. One consideration could be to secure space to provide one or more 16-bed units, which might not be considered IMDs and would therefore be eligible to receive Medicaid reimbursement. Discussions would need to occur with the state Medicaid office, however, to determine whether the site or sites would be IMDs. Notwithstanding the IMD consideration, there may be other cost savings that could be realized if the county operated its inpatient beds at a different location in a smaller facility.

Scenario II: BHD purchases high-acuity capacity at a private hospital.

BHD could get out of the business altogether and purchase capacity from private hospitals or other private behavioral health providers. Historically, BHD has taken responsibility for providing inpatient and emergency care of indigent individuals with mental health and substance abuse disorders. However, there are examples across the country where the public system purchases that capacity from private hospitals. It is likely there will still be instances when a patient's situation is so complex (for example, forensic involvement, extreme risk for violence, history of sexual offense) that the public system will need to play a role. In this scenario, in those limited instances, the state hospital system typically provides treatment. Despite the fact that BHD currently transfers very few county residents to the state hospitals, the State hypothetically could be asked to play a greater role in accepting such patients, though state officials obviously would have to be open to that idea and heavily involved in this planning process.

Scenario III: Milwaukee County residents with high-acuity, longer term needs are referred to a state-operated hospital.

Unlike the previous scenario, in which the state hospitals would play a greater role solely with regard to the most complex patients, in this scenario they would be expected to serve all Milwaukee County residents with high-acuity and longer term needs. This scenario assumes an increased ability of the private hospitals to serve more individuals, thereby resulting in a lower

number of individuals who would be referred to the state hospitals. Most systems across the nation, including other counties in Wisconsin, do not have county-operated hospitals. In these systems, patients who cannot be served well in local acute care hospitals are served in the state hospitals. While state systems are working to reduce their census, they continue to play a role in serving individuals with the most complicated situations. As in Scenario II, the state may reject any additional pressure on its state hospital beds, and this scenario would need to be discussed and negotiated with state officials. A separate fiscal analysis by the Public Policy Forum will be released later this year, and this analysis will be helpful in comparing the actual costs of operating beds at the Mental Health Complex against potential charges for state hospital beds.

Scenario IV: BHD or the State operates a regionalized facility.

Instead of seeking to move to a smaller facility, BHD could use the excess capacity at the Mental Health Complex that has been (and will continue to be) created from decreasing utilization of high-acuity beds to provide beds to adjacent counties. As the State seeks to decrease its census in the state hospitals, it could utilize the Mental Health Complex, or a facility in an alternate location, in a regional capacity to serve out-of-county residents who need higher-acuity beds, rather than referring them to the state hospitals. Reimbursement arrangements with sending counties would need to be made. While it would be logical for the County to run such a regionalized facility, its operation also potentially could be turned over to the State. Either way, the facility would continue to be an IMD, and other cost factors, such as capital costs for the aging complex, remain an issue.

Appendix A: Description of Community-Based Services

SAIL: Within the BHD, the Service Access to Independent Living (SAIL) unit within the Community Services Branch centrally manages access to long-term community-based services. Eligibility for long-term community-based services, initiated through the SAIL program, is restricted to persons who are most in need of services and who have not been adequately served through traditional outpatient services. Behavioral and medical providers must initiate a referral to SAIL. Referrals involve a psychiatric evaluation, two psychiatric hospital discharge summaries, and a SAIL assessment. The purpose of this lengthy assessment process is to determine that community services are being delivered to those most in need.

CARS: Community Access to Recovery Services (CARS) is a BHD program that provides recovery-oriented services to people with severe and persistent mental illness and/or issues with substance use disorder.

Community Support Program: The CSP is based on the Assertive Community Treatment (ACT) model of case management, although it is not a true ACT program. It is the most intensive case management service available in Milwaukee County.

Targeted Case Management: TCM is a less intensive case management program designed to involve fewer contacts with clients and a focus on ongoing monitoring and service coordination.

CLASP: Community Linkages and Stabilization Program (CLASP) provides post-hospitalization extended support and treatment designed to support an individual's recovery, increase ability to function independently in the community, and reduce incidents of emergency room contacts and re-hospitalizations through individual support from Certified Peer Specialists under the supervision of a clinical coordinator.

Day Treatment Partial Hospitalization Program: A structured non-residential treatment service consisting of regularly scheduled sessions of various modalities such as counseling, case management, group or individual therapy, medical services and mental health and substance abuse services, as indicated, by interdisciplinary providers for a scheduled number of sessions per day and week.

Community-Based Residential Facility (CBRF): Residential treatment is available in varying intensities in community-based residential facilities and transitional housing programs.

Outpatient: Services available through outpatient treatment include medication management and individual and group psychotherapy.

Comprehensive Community Services (CCS): CCS programs provide psychosocial rehabilitation services to consumers who have needs for ongoing, high or low-intensity services resulting from mental health or substance use disorders but who are not in need of Community Support Program (CSP) services. Psychosocial rehabilitation includes medical and remedial services and

supportive activities provided to or arranged for a individual by a comprehensive community services program authorized by a mental health professional to assist individuals with mental disorders and/or substance use disorders to achieve the individual's highest possible level of independent functioning, stability and independence and to facilitate recovery. CCS programs use a wraparound model that is flexible, consumer directed, recovery oriented, as well as strength and outcome based.

Community Recovery Services (CRS): CRS provides three (3) specific services: Community Living Supportive Services, Supported Employment, and Peer Supports, under the umbrella of psychosocial rehabilitation. The goal of CRS is to enable people with mental illness to live with maximum independence within the community, while at the same time offering these members more control over designing the services they receive.

Appendix B: Stakeholder Perspectives

Capacity

By far, the concern expressed most was that the system does not have sufficient community-based capacity or psychiatric emergency response services to divert people from inpatient settings. There was some acknowledgement of new funding (for example, CLASP, mobile response), but the concern was raised that it is insufficient and has not been implemented in advance of inpatient downsizing.

Several people commented that access to psychiatrists is limited, that long waitlists jeopardize stability, services are not intensive enough or aligned with the types that are needed (for example, ACT, PSH), that too many individuals are discharged to homeless settings, shelters or other substandard housing, and that there are not enough treatment options for substance abuse or co-occurring disorders. Several felt that because of BHD funding, it is easier to get access if a person is indigent and without insurance than it is for a person with Medicaid coverage due to rate reimbursement issues and a shortage of providers that accept Medicaid. Several noted that the inclusion of Recovery Case Management was good, but that new case management capacity was not actually added to the system. Concerns about waitlists for case management were expressed.

Regarding crisis services, participants acknowledged the decrease in emergency detentions, but they were critical that police intervention as a frontline to psychiatric crisis response services is fundamentally flawed. The increase in mobile response capacity has been seen as beneficial, but there was criticism that the response time is inadequate.

Stakeholders liked the concept of Comprehensive Community Services (CCS) and Community Recovery Services (CRS), but expressed some skepticism that the services would be implemented in a manner that will meet the needs of consumers. The lack of affordable, supportive housing was also identified as a significant gap.

Regarding inpatient capacity, several felt that resources would be better spent on strengthening the community system of care. However, others felt that there must be bed capacity to serve as the safety net when needed.

Stakeholders felt strongly that any funding saved from BHD downsizing should be reallocated to community services.

Accountability

Several stakeholders expressed concern with a lack of accountability over psychiatric inpatient capacity in the system. While BHD has a mandate to address the acute care needs of Milwaukee residents, stakeholders felt that some of these issues were beyond the control or

authority of BHD. Even if there was a formula to determine the optimal number of beds for the county, there is no incentive or leverage to ensure that capacity is developed or maintained.

There is a perception that the local hospitals are not doing all they can to meet the behavioral health needs of Milwaukee County, and that they should step up. There is a perception that there is no real admission/exclusionary criteria, that hospitals refuse admissions indiscriminately, and that situations default to BHD. Absent any authority, contractual or regulatory, it is difficult for BHD to have a planned inpatient system.

Specialized/Complex Needs

Concerns were expressed that hospital and community-based providers do not do a good job working with consumers with complex needs, and that this results in consumers being unnecessarily pushed into deeper levels of care. Some qualified this, stating that the intent is good on the part of providers, but that providers' workforce shortages and lack of training are the issue. Stakeholders identified co-existing medical conditions, co-occurring mental illness and substance use disorders, and severe symptomatology and behaviors as needing more specialized expertise in inpatient and outpatient settings. In inpatient settings, stakeholders expressed that hospitals should be able to work with patients with more complex conditions. In community-based settings, some stakeholders expressed that community providers could work with more challenging individuals, but need adequate levels of reimbursement to provide more services such as Assertive Community Treatment, supportive housing, and peer supports.

Stakeholders also expressed concern about the closure of the Hilltop and Rehab Central facilities. There was general support for the closures themselves; however, there was concern that the level of community supports being made available to individuals being discharged may be inadequate to meet their needs. There were also concerns that these individuals may place additional pressure on inpatient bed capacity.

Also, some individuals commented that some patients at BHD need a longer length of stay prior to being ready for discharge back to a community setting. However, there was recognition that this would result in some congestion in bed capacity and flow.

Roles

Roles came up in several discussions with stakeholders. Several comments were made regarding whether BHD should be in the business of providing and operating inpatient and crisis services or whether those functions should be delegated through contracts. Participants also expressed that there should be increased clarity on the role of the hospital systems in meeting the psychiatric inpatient needs of county residents. This further called into question the role of the State in providing inpatient care to those with the most complex needs.

Other questions involved the role of the new Mental Health Board going forward

Appendix C: Community Investments
BEHAVIORAL HEALTH DIVISION (6300) BUDGET

DEPT: Behavioral Health Division

UNIT NO. 6300
 FUND: General - 0077

Appendix Table

2014 Budget - Community Investments (DHHS and BHD)
January 1, 2014

Expand BHD's partnership with the Milwaukee Police Department for the Crisis Mobile Team , by adding one clinician to work directly with law enforcement in serving as first responders to ED calls with the goal of reducing involuntary Emergency Detentions.	\$	115,327
Start a Peer Run Drop in Center that will operate on evenings and weekends to increase the existing peer services contracts.	\$	278,000
Add quality assurance staff - which includes one position dedicated to Crisis Services in January.	\$	81,214
Continue implementing the Community Recovery Services (CRS) program, which is a co-participation benefit for individuals with a severe and persistent mental illness that connects clients to necessary recovery services, such as supported employment and housing, to promote independence. This includes the creation of three positions.	\$	275,000
Continue the expanded case management , including additional TCM slots.	\$	125,000
Maintain funding for Families Moving Forward , focusing on the African American community.	\$	150,000
Invest in a new partnership with the UCC/16th street clinic to focus on the Latino community.	\$	45,000
Add resources specifically for clients moving out of Rehab-Centers Central , including 20 additional CSP slots, more group home beds and other additional supports such as adult family homes and other needed services.	\$	793,174
Add ACT/Integrated Dual Disorder Treatment (IDDT) models, which are evidence based, to the existing CSP programs to improve and expand services for clients enrolled in that program.	\$	416,800
Include a cost of living adjustment for all CSP providers that have been level funded since 2000. BHD will continue to review and consider COLA increases for other service areas in future years.	\$	738,731

July 1, 2014

Open a Southside Access Clinic in July 2014 to help meet increased demand and also to address community needs by having a second location for services that individuals can more easily access.	\$	250,000
Apply for funds to implement Comprehensive Community Services (CCS) , which is a Medicaid psychosocial rehabilitation benefit.	\$	-

BEHAVIORAL HEALTH DIVISION (6300) BUDGET

DEPT: Behavioral Health Division

UNIT NO. 6300
FUND: General – 0077

Phased in over 2014

In partnership with the Division of Housing, BHD plans to offer a new housing pilot program specifically aimed at AODA clients, to provide a safe living environment coupled with Targeted Case Management (TCM) services for individuals who are in the early stages of recovery from a substance use disorder.	\$ 100,000
Expand the capacity to provide mobile assessments to individuals in the community to 24 hour coverage . If any call was deemed to be emergent, requiring immediate assessment, the BHD staff would then dispatch two on-call clinicians. This on call service would be provided by a contracted vendor. The vendors' Clinical staff would receive the full BHD Clinician training. Each member of the Mobile Crisis Team will receive additional training in related to address the behavioral health, medical and cognitive needs of elderly individuals in Milwaukee County.	\$ 200,000
The Housing Division's Pathways To Permanent Housing program is funded on an annual basis and provides transitional housing including intensive care management and the presence of a robust level of peer specialist resources and expertise in 2014. \$276,250 is transferred from BHD to Housing and an additional \$70,000 in increased tax levy is invested.	\$ 70,000
The Housing Division plans to implement a new initiative to create 40 permanent supportive housing scattered site units to serve BHD consumers. The Housing Division will work with existing landlords to secure these units and the service model will include peer specialists to supplement the work of case managers.	\$ 400,000
Establish a Community Consultation Team specifically for individuals dually diagnosed with both a developmental disability and mental health issue. This includes the creation/transfer of 5 positions throughout 2014.	\$ 247,452
BHD and DSD will develop a Crisis Resource Center that will be available to individuals with Intellectual/Developmental Disabilities and a co-occurring mental illness. The primary goal of this program is to provide intensive support to assist an individual in acquiring the necessary skills to maintain or return to community living following behavioral or symptoms changes leading to crisis destabilization.	\$ 250,000
To assist BHD clients moving into the community, BHD will provide prescriber availability as a part of the Day Treatment program. This service will help provide continuity and outpatient services for individuals who are relocated from Hilltop and Rehab Central in order to avoid more intensive services. This will be a short-term initiative to help clients move to the community and allow time for a prescriber base to be developed.	\$ 65,578
An evening and weekend on-call Crisis Response Team (CRT) for individuals with ID/DD and MH clients is created through a partnership with the agency selected to run the DSD CRC. The main responsibilities of the on-call workers will be to answer crisis calls, provide support and guidance, and on-site assessment and intervention if needed.	\$ 154,544
The Housing Division will also fund two case managers to provide services to approximately 50 veterans who are disabled and homeless.	\$ 100,000
TOTAL INVESTMENT IN 2014	\$ 4,855,820

Appendix D: Data Tables

Table D1. Aurora Psychiatric Hospital Inpatient Admissions 2011-Q1 2014

Month-Year	Total	By Age					By Payer Source							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual Medicaid/Medicare	Self-Pay	Other or Unknown	Mean	Median	Mode
Jan-11	284	23	50	14	194	3	139	85	12	33	7	8	0	4.8	4	4
Feb-11	249	20	54	15	155	5	125	74	11	33	1	5	0	5.2	4	3
Mar-11	311	29	64	23	191	4	144	107	10	38	8	4	0	4.5	4	3
Apr-11	294	23	52	27	187	5	163	74	9	39	5	4	0	4.7	4	3
May-11	268	23	50	14	178	3	142	81	10	28	2	5	0	4.7	4	3
Jun-11	232	11	33	20	163	5	121	72	4	26	5	4	0	4.9	4	3
Jul-11	247	6	28	16	193	4	122	75	4	35	6	5	0	4.5	4	3
Aug-11	249	8	23	17	191	10	120	77	4	36	4	8	0	4.5	4	3
Sep-11	255	15	40	20	176	4	118	92	2	31	8	4	0	4.4	4	3
Oct-11	275	18	46	16	191	4	132	96	14	25	5	3	0	5.0	4	3
Nov-11	280	16	60	15	186	3	149	81	12	30	5	3	0	4.6	4	2
Dec-11	242	10	49	18	161	4	116	69	12	34	4	7	0	5.0	4	3
Jan-12	293	19	46	16	207	5	144	100	10	31	6	2	0	5.1	4	4
Feb-12	267	23	51	16	174	3	120	91	14	32	5	5	0	4.7	4	3
Mar-12	309	36	59	28	181	5	149	98	19	26	13	4	0	5.4	4	4
Apr-12	299	19	48	25	203	4	154	91	9	32	8	5	0	5.0	4	4
May-12	308	28	54	19	200	7	138	95	20	38	11	6	0	4.8	4	3
Jun-12	232	13	38	15	164	2	112	71	10	24	5	10	0	4.7	4	3
Jul-12	254	8	36	17	190	3	108	93	5	32	8	8	0	5.3	4	4
Aug-12	261	17	40	10	193	1	134	71	18	26	10	2	0	5.0	4	4
Sep-12	237	23	36	10	161	7	104	78	12	32	8	3	0	4.8	4	3
Oct-12	282	15	42	24	194	7	134	76	11	46	8	7	0	5.3	4	3
Nov-12	253	12	48	12	175	6	136	63	11	31	7	5	0	5.2	4	3
Dec-12	210	11	44	17	134	4	104	51	17	27	5	6	0	5.0	4	4
Jan-13	296	13	48	14	214	7	146	66	20	41	14	9	0	5.4	4	3
Feb-13	236	13	52	19	148	4	115	67	19	28	4	3	0	5.3	4	3
Mar-13	300	19	56	24	197	4	152	94	12	31	11	0	0	4.9	4	4
Apr-13	255	10	55	16	169	5	103	89	8	37	8	10	0	5.1	4	3
May-13	308	18	52	24	212	2	141	106	3	41	9	8	0	5.0	4	4
Jun-13	274	13	40	8	207	6	103	100	8	48	5	10	0	4.3	4	3
Jul-13	246	12	38	12	178	6	101	78	10	51	1	5	0	5.2	4	4
Aug-13	249	15	30	15	183	6	94	88	4	47	5	11	0	4.5	4	3
Sep-13	289	11	53	19	200	6	129	81	11	53	5	10	0	5.1	4	4
Oct-13	355	20	88	20	223	4	151	120	18	49	7	10	0	4.8	4	4
Nov-13	344	21	82	26	205	10	149	126	16	39	8	6	0	5.1	4	3
Dec-13	318	23	59	22	204	10	132	111	12	51	8	4	0	5.5	4	4
Jan-14	335	13	75	25	219	3	146	121	15	35	6	12	0	5.3	5	4
Feb-14	351	22	95	23	202	9	158	114	20	47	4	8	0	5.1	5	5
Mar-14	349	29	79	35	197	9	152	111	19	57	3	7	0	5.3	5	3
2011 Total	3186	202	549	215	2166	54	1591	983	104	388	60	60	0	4.7	--	--
2012 Total	3205	224	542	209	2176	54	1537	978	156	377	94	63	0	5.0	--	--
2013 Total	3470	188	653	219	2340	70	1516	1126	141	516	85	86	0	5.0	--	--

Table D2. Aurora St. Luke's South Shore Inpatient Admissions 2011-Q1 2014

Month-Year	Total	By Age					By Payer Source							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual Medicaid/Medicare	Self-Pay	Other or Unknown	Mean	Median	Mode
Jan-11	90	0	0	8	74	8	17	23	14	29	4	3	0	5.0	5	3
Feb-11	75	0	0	1	64	10	19	12	9	25	7	3	0	5.4	4	3
Mar-11	100	0	0	2	91	7	13	24	20	29	8	6	0	4.9	4.5	4
Apr-11	97	0	0	1	88	8	21	31	14	20	10	1	0	4.8	4	3
May-11	111	0	0	4	101	6	24	21	19	38	7	2	0	4.4	4	3
Jun-11	96	0	0	1	90	5	19	25	12	27	10	3	0	4.7	4	2
Jul-11	88	0	0	1	83	4	16	20	15	23	11	3	0	4.7	4	3
Aug-11	113	0	0	2	104	7	21	37	13	29	9	4	0	4.2	4	3
Sep-11	93	0	0	4	83	6	14	26	18	27	7	1	0	4.7	5	5
Oct-11	85	0	0	2	77	6	20	10	18	27	6	4	0	4.4	4	3
Nov-11	75	0	0	2	72	1	10	26	16	19	3	1	0	5.1	5	4
Dec-11	87	0	0	1	74	12	9	23	18	29	5	3	0	5.0	5	4
Jan-12	89	0	0	2	78	9	12	20	17	30	6	4	0	5.0	4	3
Feb-12	86	0	0	4	79	3	19	16	20	21	8	2	0	5.2	5	5
Mar-12	106	0	0	1	97	8	24	21	19	36	5	1	0	4.9	4	3
Apr-12	100	0	0	2	89	9	29	19	22	16	12	2	0	4.6	4	4
May-12	107	0	0	5	97	5	26	22	18	20	19	2	0	4.3	4	3
Jun-12	86	0	0	4	74	8	16	15	24	15	14	2	0	4.9	4	4
Jul-12	90	0	0	7	81	2	23	14	14	25	12	2	0	5.0	5	4
Aug-12	102	0	0	2	98	2	14	19	27	19	16	7	0	4.4	4	4
Sep-12	100	0	0	0	93	7	25	25	14	21	15	0	0	4.3	4	3
Oct-12	105	0	0	6	93	6	26	19	15	20	19	6	0	4.6	5	5
Nov-12	105	0	0	3	100	2	16	14	37	17	14	7	0	4.9	4	4
Dec-12	91	0	0	2	86	3	13	13	31	15	14	5	0	4.8	4	4
Jan-13	104	0	0	5	94	5	21	16	25	16	18	8	0	4.8	5	5
Feb-13	75	0	0	4	68	3	9	19	25	12	7	3	0	4.4	4	5
Mar-13	101	0	0	5	90	6	11	25	20	20	20	5	0	4.9	4	4
Apr-13	100	0	0	2	94	4	28	20	16	19	14	3	0	4.4	4	3
May-13	113	0	0	3	107	3	21	24	27	18	20	3	0	4.1	4	4
Jun-13	119	0	0	2	112	5	22	30	24	17	21	5	0	4.1	3	3
Jul-13	135	0	0	4	128	3	29	43	25	15	15	8	0	4.1	4	4
Aug-13	96	0	0	3	90	3	24	17	20	20	13	2	0	4.7	4	3
Sep-13	101	0	0	1	95	5	19	21	28	15	13	5	0	4.8	5	6
Oct-13	120	0	0	3	111	6	17	26	24	19	27	7	0	4.5	4	4
Nov-13	95	0	0	4	84	7	17	19	20	22	11	6	0	4.6	4	3
Dec-13	96	0	0	8	82	6	24	23	12	17	11	9	0	4.1	4	3
Jan-14	100	0	0	4	93	3	19	17	28	18	16	2	0	4.9	4	6
Feb-14	80	0	0	1	73	6	12	22	11	21	9	5	0	4.5	4	4
Mar-14	96	0	0	6	87	3	22	16	21	18	14	5	0	4.7	4	4
2011 Total	1110	0	0	29	1001	80	203	278	186	322	87	34	0	4.7	--	--
2012 Total	1167	0	0	38	1065	64	243	217	258	255	154	40	0	4.7	--	--
2013 Total	1255	0	0	44	1155	56	242	283	266	210	190	64	0	4.4	--	--

Table D3. Columbia-St. Mary's Inpatient Admissions 2011-Q1 2014

Month-Year	Total	By Age					By Payer Source*							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual	Self-Pay	Other/Unknown	Mean	Median	Mode
Jan-11	144	0	0	15	114	15	33	27	25	38	n/a	13	8	3.9	3	1
Feb-11	133	0	0	7	105	21	44	28	7	39	n/a	8	7	5.6	4	3
Mar-11	153	0	0	3	137	13	59	21	16	41	n/a	10	6	4.7	3	2
Apr-11	158	0	1	5	138	14	36	32	19	50	n/a	14	7	4.3	4	1
May-11	146	0	0	18	116	12	44	32	15	41	n/a	10	4	4.3	3	2
Jun-11	151	0	0	8	123	20	37	34	12	44	n/a	8	16	5.2	4	2
Jul-11	151	0	0	11	129	11	44	33	11	42	n/a	12	9	4.5	3	1
Aug-11	147	0	0	7	126	14	38	27	13	48	n/a	14	7	4.2	4	1
Sep-11	143	0	0	8	119	16	41	27	8	42	n/a	13	12	4.5	4	2
Oct-11	156	0	0	12	135	9	47	28	21	38	n/a	10	12	3.9	3	2
Nov-11	156	0	0	7	133	16	40	30	13	54	n/a	12	7	4.5	4	2
Dec-11	151	0	0	10	118	23	41	32	15	46	n/a	12	5	4.3	3	1
Jan-12	167	0	0	4	149	14	42	31	19	53	n/a	15	7	3.9	3	3
Feb-12	148	0	0	9	124	15	42	30	25	33	n/a	12	6	4.7	4	2
Mar-12	161	0	0	8	143	10	43	28	24	45	n/a	15	6	4.8	3	2
Apr-12	147	0	0	9	125	13	32	36	19	42	n/a	11	7	5.2	4	2
May-12	200	0	0	9	174	17	46	43	30	55	n/a	18	8	4.4	4	2
Jun-12	162	0	0	2	146	14	41	28	17	55	n/a	11	10	4.1	3	2
Jul-12	161	0	1	7	142	11	33	33	24	40	n/a	25	6	4.2	3	3
Aug-12	163	0	1	1	147	14	44	29	16	48	n/a	18	8	4.4	3	3
Sep-12	162	0	0	4	137	21	28	20	19	57	n/a	23	15	4.0	3	3
Oct-12	183	0	0	7	169	7	54	29	22	40	n/a	27	11	4.0	3	2
Nov-12	157	0	0	7	136	14	46	20	22	44	n/a	17	8	3.7	3	2
Dec-12	164	0	0	9	136	19	49	14	30	44	n/a	18	9	4.6	3	2
Jan-13	151	0	0	7	119	25	43	19	19	42	n/a	25	3	5.0	4	2
Feb-13	143	0	0	7	125	11	43	17	19	39	n/a	20	5	5.4	3	3
Mar-13	156	0	0	5	139	12	38	25	22	43	n/a	21	7	4.8	4	2
Apr-13	175	0	0	9	154	12	41	32	31	44	n/a	17	10	4.1	3	2
May-13	175	0	1	10	149	15	40	20	31	54	n/a	28	2	4.2	3	1
Jun-13	163	0	0	8	139	16	48	20	28	32	n/a	26	9	4.1	3	3
Jul-13	185	0	1	6	165	13	58	24	22	50	n/a	25	6	5.0	3	2
Aug-13	170	0	0	3	152	15	47	24	19	51	n/a	23	6	4.6	4	1
Sep-13	160	0	0	10	131	19	38	21	17	51	n/a	23	10	4.8	3	3
Oct-13	144	0	0	7	121	16	39	26	19	37	n/a	19	4	4.2	3	2
Nov-13	142	0	0	11	120	11	38	18	23	33	n/a	23	7	4.2	3	2
Dec-13	130	0	0	3	114	13	26	13	19	41	n/a	24	7	4.5	3	2
Jan-14	116	0	0	7	97	12	33	14	14	33	n/a	18	4	5.4	4	2
Feb-14	107	0	0	5	92	10	32	17	11	24	n/a	22	1	4.8	4	4
Mar-14	109	0	0	13	84	12	39	17	8	20	n/a	17	8	3.7	3	2
2011 Total	1789	0	1	111	1493	184	504	351	175	523	--	136	100	4.5	--	--
2012 Total	1975	0	2	76	1728	169	500	341	267	556	--	210	101	4.3	--	--
2013 Total	1894	0	2	86	1628	178	499	259	269	517	--	274	76	4.5	--	--

*Private insurance includes Commercial/Indemnity and Managed Care/NON-CAP; Medicaid HMO includes Medicaid MGD CARE CAP and Medicaid MGD CARE NON-CAP; Medicare includes Medicare Traditional, Medicare MGD CARE CAP, and Medicare MGD CARE NON-CAP; Other or Unknown includes Other Government, Workers Comp, and Unknown.

Table D4. Froedtert Hospital Inpatient Admissions 2011-Q1 2014

Month-Year	Total	By Age					By Payer Source							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual	Self-Pay	Other or Unknown*	Mean	Median	Mode
Jan-11	11	0	0	0	8	3	1	5	1	4	n/a	0	0	5.7	n/a	n/a
Feb-11	15	0	0	1	9	5	2	2	2	7	n/a	2	0	4.3	n/a	n/a
Mar-11	11	0	0	2	8	1	0	3	4	1	n/a	3	0	3.1	n/a	n/a
Apr-11	12	0	0	0	9	3	1	4	1	4	n/a	1	1	3.5	n/a	n/a
May-11	14	0	0	0	12	2	1	3	3	4	n/a	3	0	4.0	n/a	n/a
Jun-11	17	0	0	0	16	1	3	4	2	3	n/a	4	1	5.7	n/a	n/a
Jul-11	16	0	0	0	11	5	1	4	2	7	n/a	2	0	2.5	n/a	n/a
Aug-11	17	0	0	1	11	5	2	3	3	6	n/a	2	1	4.1	n/a	n/a
Sep-11	15	0	0	0	13	2	0	4	1	5	n/a	5	0	4.3	n/a	n/a
Oct-11	11	0	0	0	11	0	4	2	0	0	n/a	2	3	3.0	n/a	n/a
Nov-11	5	0	0	0	5	0	1	0	1	1	n/a	1	1	3.0	n/a	n/a
Dec-11	6	0	0	0	6	0	0	0	2	0	n/a	4	0	1.8	n/a	n/a
Jan-12	14	0	0	0	13	1	1	1	5	4	n/a	3	0	4.8	n/a	n/a
Feb-12	11	0	0	0	9	2	2	1	2	3	n/a	1	2	3.3	n/a	n/a
Mar-12	10	0	1	0	7	2	1	4	1	3	n/a	1	0	1.8	n/a	n/a
Apr-12	10	0	0	1	7	2	0	1	2	2	n/a	4	1	5.0	n/a	n/a
May-12	10	0	0	0	9	1	1	2	2	2	n/a	3	0	3.1	n/a	n/a
Jun-12	14	0	0	0	13	1	4	1	3	2	n/a	4	0	4.1	n/a	n/a
Jul-12	12	0	0	0	12	0	0	1	4	1	n/a	6	0	5.6	n/a	n/a
Aug-12	10	0	0	0	9	1	2	2	1	2	n/a	3	0	6.4	n/a	n/a
Sep-12	8	0	0	0	6	2	1	0	2	3	n/a	2	0	6.4	n/a	n/a
Oct-12	12	0	0	0	9	3	1	1	1	4	n/a	4	1	5.4	n/a	n/a
Nov-12	9	0	0	0	8	1	4	0	0	3	n/a	2	0	3.7	n/a	n/a
Dec-12	7	0	0	0	5	2	2	0	2	3	n/a	0	0	3.3	n/a	n/a
Jan-13	12	0	0	0	9	3	4	0	0	5	n/a	3	0	4.0	n/a	n/a
Feb-13	10	0	0	0	10	0	2	3	1	1	n/a	3	0	5.4	n/a	n/a
Mar-13	7	0	0	0	5	2	0	0	1	2	n/a	3	1	2.6	n/a	n/a
Apr-13	15	0	0	0	13	2	0	2	3	2	n/a	7	1	3.5	n/a	n/a
May-13	17	0	0	1	12	4	3	0	2	7	n/a	5	0	4.1	n/a	n/a
Jun-13	6	0	0	0	4	2	3	0	1	2	n/a	0	0	4.8	n/a	n/a
Jul-13	9	0	0	0	6	3	0	1	2	4	n/a	1	1	6.3	n/a	n/a
Aug-13	20	0	0	0	14	6	5	0	1	8	n/a	5	1	5.4	n/a	n/a
Sep-13	11	0	0	0	11	0	1	2	3	2	n/a	2	1	10.6	n/a	n/a
Oct-13	16	0	0	0	13	3	2	1	2	6	n/a	4	1	5.1	n/a	n/a
Nov-13	7	0	0	0	7	0	1	1	2	2	n/a	1	0	4.3	n/a	n/a
Dec-13	19	0	0	0	19	0	2	3	0	4	n/a	9	1	3.1	n/a	n/a
Jan-14	17	0	0	2	11	4	4	1	1	4	n/a	7	0	3.3	n/a	n/a
Feb-14	14	0	0	0	12	2	2	1	0	5	n/a	6	0	2.9	n/a	n/a
Mar-14	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2011 Total	150	0	0	4	119	27	16	34	22	42	--	29	7	3.9	--	--
2012 Total	127	0	1	1	107	18	19	14	25	32	--	33	4	4.4	--	--
2013 Total	149	0	0	1	123	25	23	13	18	45	--	43	7	4.9	--	--

*The Other or Unknown category is other government insurance.

Table D5. Rogers Memorial Inpatient Admissions 2011-May 2014†

Month- Year	Total	By Age					By Payer Source*							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual	Self -Pay	Other or Unknown	Mean	Median	Mode
Jan-11	504	62	111	41	276	14	253	116	49	73	n/a	13	0	6.7	5	4
Feb-11	395	48	104	35	192	16	213	83	30	60	n/a	9	0	6.3	5	3
Mar-11	456	66	123	39	221	7	238	114	38	56	n/a	10	0	6.1	5	3
Apr-11	423	62	115	39	199	8	228	106	39	44	n/a	6	0	6.2	6	3
May-11	461	74	122	38	214	13	234	120	40	55	n/a	12	0	5.9	5	6
Jun-11	447	66	112	37	223	9	232	104	37	61	n/a	13	0	6.0	5	5
Jul-11	411	60	79	31	224	17	215	90	35	64	n/a	7	0	6.0	5	3
Aug-11	441	65	83	38	244	11	207	111	51	63	n/a	9	0	5.8	5	3
Sep-11	395	49	75	28	233	10	202	96	34	54	n/a	9	0	5.9	5	3
Oct-11	432	71	95	32	224	10	240	93	36	55	n/a	8	0	6.3	5	3
Nov-11	432	65	107	29	223	8	238	112	36	39	n/a	7	0	6.4	6	4
Dec-11	400	66	110	36	180	8	209	119	31	37	n/a	4	0	5.7	5	3
Jan-12	498	72	120	43	258	5	274	108	53	54	n/a	9	0	6.6	5	3
Feb-12	434	70	102	38	218	6	245	88	39	57	n/a	5	0	6.8	6	7
Mar-12	460	70	113	46	221	10	248	107	41	57	n/a	7	0	6.0	5	3
Apr-12	431	63	105	31	227	5	213	108	45	59	n/a	6	0	6.1	5	4
May-12	435	74	107	41	208	5	220	124	38	47	n/a	6	0	6.4	6	6
Jun-12	435	71	81	26	250	7	222	114	41	49	n/a	9	0	6.3	5	3
Jul-12	425	68	75	34	244	4	199	119	33	62	n/a	12	0	6.8	6	4
Aug-12	442	67	74	48	241	12	230	108	37	63	n/a	4	0	6.2	5	3
Sep-12	421	61	79	28	246	7	227	110	29	43	n/a	12	0	6.2	6	7
Oct-12	511	62	125	31	284	9	289	112	43	58	n/a	9	0	6.5	6	3
Nov-12	440	66	124	44	200	6	232	87	67	44	n/a	10	0	6.8	6	4
Dec-12	409	45	116	28	213	7	234	50	56	59	n/a	10	0	6.1	5	5
Jan-13	504	77	135	38	243	11	306	68	60	58	n/a	12	0	7.0	6	7
Feb-13	426	78	124	28	189	7	248	62	61	45	n/a	10	0	6.6	6	7
Mar-13	445	70	123	33	204	15	235	79	58	63	n/a	10	0	7.6	6	7
Apr-13	470	54	128	39	245	4	290	79	39	50	n/a	12	0	7.0	6	3
May-13	517	74	145	38	246	14	320	92	45	55	n/a	5	0	6.9	6	5
Jun-13	413	62	95	26	224	6	224	94	44	46	n/a	5	0	8.0	6	7
Jul-13	469	65	105	38	252	9	256	98	53	49	n/a	13	0	6.6	6	7
Aug-13	436	60	83	26	256	11	236	86	44	58	n/a	12	0	7.1	5	3
Sep-13	441	39	121	34	243	4	238	102	30	57	n/a	14	0	6.4	5	4
Oct-13	478	65	138	41	233	1	258	116	46	54	n/a	4	0	7.0	6	3
Nov-13	413	48	109	32	219	5	242	89	38	42	n/a	2	0	7.1	6	3
Dec-13	394	46	117	30	191	10	217	103	30	40	n/a	4	0	6.5	6	3
Jan-14	481	41	159	37	236	8	277	103	30	62	n/a	9	0	8.2	6	4
Feb-14	430	47	128	25	226	4	254	100	30	42	n/a	4	0	7.1	6	7
Mar-14	419	38	120	37	219	5	227	111	29	47	n/a	5	0	6.4	5	3
Apr-14	462	72	126	35	218	11	242	124	41	50	n/a	5	0	7.4	6	4
May-14	463	56	145	43	210	9	228	113	58	53	n/a	11	0	7.6	6	4
2011 Total	5197	754	1236	423	2653	131	2709	1264	456	661	--	107	0	6.1	--	--
2012 Total	5341	789	1221	438	2810	83	2833	1235	522	652	--	99	0	6.4	--	--
2013 Total	5406	738	1423	403	2745	97	3070	1068	548	617	--	103	0	7.0	--	--

†Includes Oconomowoc and Milwaukee sites; *Private Insurance category includes HMP/PPO, UBH, Value Options, Anthem BCBS, Commercial Misc. and Health EOS; Medicare category includes Medicare HMO and Medicare

Table D6. Wheaton Hospital Inpatient Admissions 2011-Q1 2014

Month-Year	Total	By Age					By Payer Source*							Length of Stay (Days)		
		≤12	13-17	18-20	21-64	≥65	Private Insurance	Medicaid HMO	Medicaid (T19)	Medicare	Dual	Self-Pay	Other or Unknown	Mean	Median	Mode
Jan-11	70	0	0	1	63	6	9	27	11	18	0	4	1	6	4	2
Feb-11	63	0	0	1	59	3	8	17	13	23	0	2	0	6	5	3
Mar-11	105	0	0	3	97	5	13	28	18	40	0	6	0	5	4	4
Apr-11	87	0	1	6	77	3	12	29	10	31	0	5	0	5	3	3
May-11	81	0	0	2	71	8	10	25	18	25	0	3	0	6	5	2
Jun-11	95	0	0	3	89	3	17	29	12	33	0	4	0	6	4	4
Jul-11	82	0	0	3	74	5	7	25	16	27	0	7	0	4	3	3
Aug-11	98	0	0	1	82	15	8	25	17	39	0	9	0	6	5	3
Sep-11	85	0	0	2	72	11	12	19	11	34	0	9	0	5	4	2
Oct-11	79	0	0	5	64	10	13	17	15	31	0	3	0	6	5	4
Nov-11	59	0	0	4	51	4	9	21	8	17	0	4	0	5	4	4
Dec-11	55	0	0	0	48	7	10	13	9	22	0	1	0	7	4	2
Jan-12	73	0	0	3	62	8	9	17	16	25	0	6	0	5	4	2
Feb-12	82	0	0	5	72	5	15	26	14	20	0	6	1	5	4	2
Mar-12	72	0	0	0	65	7	5	21	14	25	0	7	0	6	4	3
Apr-12	81	0	0	1	73	7	10	23	10	30	0	8	0	6	5	3
May-12	98	0	0	1	85	12	12	21	9	46	0	10	0	6	4	4
Jun-12	77	0	0	4	66	7	11	18	15	25	0	8	0	5	4	2
Jul-12	74	0	0	2	64	8	11	17	14	25	0	7	0	5	4	3
Aug-12	85	0	0	1	74	10	17	16	15	30	0	7	0	4	4	3
Sep-12	86	0	0	3	78	5	14	21	20	24	0	7	0	4	4	4
Oct-12	91	0	0	1	86	4	7	12	27	41	0	4	0	5	4	4
Nov-12	79	0	0	0	68	11	10	13	18	29	0	9	0	5	4	5
Dec-12	79	0	0	4	70	5	7	16	23	27	0	6	0	7	4	4
Jan-13	74	0	0	3	65	6	15	20	14	22	0	3	0	5	4	3
Feb-13	65	0	0	1	60	4	8	12	17	24	0	4	0	6	4	3
Mar-13	80	0	0	3	71	6	15	17	18	26	0	4	0	5	4	1
Apr-13	84	0	0	3	76	5	7	18	25	29	0	5	0	5	4	2
May-13	84	0	0	2	79	3	9	23	21	24	0	7	0	5	4	3
Jun-13	95	0	0	3	81	11	12	25	19	36	0	3	0	5	4	2
Jul-13	87	0	0	0	81	6	4	25	18	32	0	8	0	5	4	2
Aug-13	73	0	0	1	66	6	10	18	16	24	0	5	0	5	5	5
Sep-13	101	0	0	1	89	11	14	26	24	31	0	6	0	5	4	2
Oct-13	109	0	0	1	103	5	15	27	27	33	0	6	1	5	4	2
Nov-13	92	0	0	3	85	4	7	19	27	31	0	8	0	5	4	3
Dec-13	85	0	0	4	74	7	10	17	15	34	0	9	0	5	4	3
Jan-14	87	0	0	0	82	5	9	16	19	31	0	11	1	6	5	5
Feb-14	77	0	0	2	73	2	5	23	19	26	0	4	0	7	5	2
Mar-14	98	0	0	5	83	10	14	19	24	30	0	11	0	6	5	3
2011 Total	959	0	1	31	847	80	128	275	158	340	0	57	1	5.7	--	--
2012 Total	977	0	0	25	863	89	128	221	195	347	0	85	1	5.2	--	--
2013 Total	1029	0	0	25	930	74	126	247	241	346	0	68	1	5.1	--	--

Table D7. BHD Inpatient Admissions 2011-2013

Month-Year	Adult Acute	CAIS	TOTAL
Jan-11	153	122	275
Feb-11	203	117	320
Mar-11	174	142	316
Apr-11	149	131	280
May-11	172	136	308
Jun-11	174	122	296
Jul-11	147	97	244
Aug-11	157	84	241
Sep-11	149	93	242
Oct-11	157	120	277
Nov-11	144	91	235
Dec-11	135	75	210
Jan-12	136	112	248
Feb-12	127	103	230
Mar-12	130	131	261
Apr-12	152	104	256
May-12	139	129	268
Jun-12	142	84	226
Jul-12	156	70	226
Aug-12	142	79	221
Sep-12	114	87	201
Oct-12	152	95	247
Nov-12	119	72	191
Dec-12	131	87	218
Jan-13	134	97	231
Feb-13	120	42	162
Mar-13	122	70	192
Apr-13	122	79	201
May-13	122	87	209
Jun-13	112	52	164
Jul-13	149	60	209
Aug-13	117	63	180
Sep-13	119	75	194
Oct-13	119	66	185
Nov-13	105	66	171
Dec-13	115	72	187
2011 Total	1914	1330	3244
2012 Total	1640	1153	2793
2013 Total	1456	829	2285

Source: BHD Dashboard

Table D8. BHD Inpatient Admissions by Characteristic Dec 2012-Mar 2014

Month- Year	Total	By Age						By Payer Source						Length of Stay (Days)		
		<18	18-25	26-39	40-54	55-64	≥65	Private	Medicaid HMO	Medicaid (T19)	Medicare	Self-Pay	Other*	Mean	Median	Mode
Dec-12	217	55	66	39	41	12	4	29	58	56	37	30	7	9.8	4	2
Jan-13	213	68	44	36	42	19	4	13	76	46	42	31	5	8.5	5	1
Feb-13	165	29	35	35	44	19	3	10	53	34	38	26	4	9.6	6	6
Mar-13	187	59	39	38	28	19	4	26	58	36	29	29	9	8.2	5	3
Apr-13	205	70	22	41	37	24	11	20	56	51	47	28	3	9.8	5	3
May-13	209	79	32	39	35	22	2	18	77	45	38	28	3	9.7	6	2
Jun-13	162	46	20	45	38	9	4	9	54	35	33	29	2	9.6	5	2
Jul-13	210	57	35	57	40	18	3	14	68	49	40	36	3	8.7	5	2
Aug-13	180	60	32	33	33	18	4	12	51	49	34	31	3	10.7	5.5	5
Sep-13	196	68	26	33	37	24	8	23	61	37	50	21	4	10.0	5	3
Oct-13	183	60	34	27	39	16	7	15	58	40	42	26	2	10.2	5	4
Nov-13	172	62	19	50	22	16	3	13	55	38	36	28	2	9.7	5	4
Dec-13	187	67	31	36	34	13	6	21	64	31	39	30	2	9.3	5	3
Jan-14	195	84	24	44	27	13	3	19	69	43	25	38	1	9.6	5	3
Feb-14	179	79	26	30	28	11	5	21	55	44	23	34	2	8.2	5	2
Mar-14	170	74	27	30	21	16	2	19	62	29	26	31	3	8.2	5	4
2013 Total	2269	725	369	470	429	217	59	194	731	491	468	343	42	9.5	--	--

*Other includes Military and Family Care

Source: BHD by request

Table D9. BHD Psychiatric Crisis Services (PCS) Admissions 2011-Q1 2014

Month-Year	Total PCS Admits	Number Resulting in Admit to Acute Adult	Number Resulting in Admit to CAIS	Number Resulting in Admit to Local In-patient	Discharge to Detox/Genesis	Discharge to Law Enforcement	Discharge to Obs. Unit	Number Returned/ Referred Back to Community	Number Mobile Contacts Returned/ Referred Back to Community
Jan-11	1075	153	122	123	132	21	183	341	84
Feb-11	1093	136	131	102	119	27	175	403	70
Mar-11	1179	173	142	143	139	40	207	335	82
Apr-11	1107	149	131	135	131	16	181	364	104
May-11	1187	172	136	129	135	25	181	409	84
Jun-11	1108	174	121	117	117	20	184	375	99
Jul-11	1103	147	97	118	165	3	180	393	118
Aug-11	1155	157	84	115	156	13	175	455	130
Sep-11	1069	149	93	112	164	7	156	388	102
Oct-11	1127	157	120	99	161	6	177	407	113
Nov-11	1035	144	91	86	136	6	153	419	109
Dec-11	1051	135	75	91	148	3	159	440	114
Jan-12	1130	136	112	142	168	34	166	372	120
Feb-12	989	127	103	128	145	33	127	326	93
Mar-12	1115	130	131	152	155	21	140	386	111
Apr-12	1101	153	104	155	147	35	151	356	115
May-12	1150	139	129	131	135	34	152	430	135
Jun-12	1058	142	84	109	126	34	137	426	114
Jul-12	1085	156	70	119	121	34	152	433	130
Aug-12	1078	142	79	104	150	41	146	416	130
Sep-12	1014	114	87	92	135	28	131	427	111
Oct-12	1004	152	95	104	139	27	125	362	132
Nov-12	943	119	72	98	125	34	123	372	123
Dec-12	1031	102	79	244	111	31	145	574	146
Jan-13	975	87	81	241	103	38	142	527	167
Feb-13	923	99	39	248	115	44	127	492	122
Mar-13	1017	103	68	255	134	51	124	540	151
Apr-13	986	102	78	206	126	37	96	563	126
May-13	986	103	83	230	129	36	111	533	138
Jun-13	937	100	47	238	109	46	115	506	147
Jul-13	978	126	58	238	117	38	124	518	163
Aug-12	956	97	60	206	121	41	120	553	139
Sep-13	974	102	73	203	122	35	99	562	124
Oct-13	1017	102	66	246	113	28	95	574	132
Nov-13	838	90	63	220	87	28	86	437	155
Dec-13	877	96	70	222	117	19	88	465	130
Jan-14	888	107	85	206	105	25	81	465	145
Feb-14	835	86	78	193	105	17	87	462	172
Mar-14	882	81	77	190	110	22	84	513	163
2011	13,289	1,846	1,343	1,370	1,703	187	2,111	4,729	1,209
2012	12,698	1,612	1,145	1,578	1,657	386	1,695	4,880	1,460
2013	11,464	1,207	786	2,753	1,393	441	1,327	6,270	1,694

Source: BHD by request

Table D10. BHD Admissions to Access Clinic or Crisis Resource Center 2011-Q1 2014

Month-Year	Total Access Clinic Admissions	Number Sent to PCS	Number Sent to Community Provider
Jan-11	339	4	339
Feb-11	309	1	309
Mar-11	404	3	404
Apr-11	385	5	385
May-11	397	1	397
Jun-11	395	4	395
Jul-11	345	1	345
Aug-11	404	1	404
Sep-11	332	2	332
Oct-11	333	1	333
Nov-11	337	1	337
Dec-11	340	0	340
Jan-12	452	7	452
Feb-12	439	11	439
Mar-12	442	7	442
Apr-12	468	4	468
May-12	535	7	535
Jun-12	588	4	588
Jul-12	601	4	601
Aug-12	632	6	632
Sep-12	592	3	592
Oct-12	711	8	711
Nov-12	555	7	555
Dec-12	545	6	545
Jan-13	659	9	659
Feb-13	457	3	457
Mar-13	530	1	530
Apr-13	508	7	508
May-13	524	2	524
Jun-13	440	2	440
Jul-13	498	2	498
Aug-13	532	4	532
Sep-13	499	6	499
Oct-13	690	3	690
Nov-13	485	3	485
Dec-13	488	2	488
Jan-14	508	2	339
Feb-14	504	3	309
Mar-14	459	2	404
2011	4,320	24	4,320
2012	6,560	74	6,560
2013	6,310	44	6,310

Source: BHD by request

Table D11. BHD Admissions to Crisis Stabilization 2011-Q1 2014

Month-Year	Number Admitted by Community as Diversions	Number Admitted by BHD or Local Inpatient as Step-downs	Number Discharged to Community Provider
Jan-11	2	21	5
Feb-11	5	16	6
Mar-11	8	23	5
Apr-11	4	17	9
May-11	5	23	5
Jun-11	12	26	1
Jul-11	3	27	5
Aug-11	5	30	4
Sep-11	3	30	9
Oct-11	4	29	6
Nov-11	5	18	5
Dec-11	10	10	10
Jan-12	5	25	3
Feb-12	1	21	4
Mar-12	5	17	9
Apr-12	4	26	3
May-12	7	22	6
Jun-12	3	14	6
Jul-12	5	22	5
Aug-12	3	19	6
Sep-12	4	20	6
Oct-12	4	24	1
Nov-12	5	15	2
Dec-12	2	18	3
Jan-13	7	29	1
Feb-13	4	21	4
Mar-13	1	22	5
Apr-13	4	18	6
May-13	2	14	6
Jun-13	7	20	3
Jul-13	10	16	7
Aug-13	7	29	5
Sep-13	6	19	4
Oct-13	3	24	6
Nov-13	5	12	4
Dec-13	2	16	5
Jan-14	4	26	5
Feb-14	3	16	9
Mar-14	4	14	2
2011 Total	66	270	70
2012 Total	48	243	54
2013 Total	58	240	56

Source: BHD by request

Table D12. BHD Admissions to Observation Dec 2012-Q1 2014

Month-Year	Total OBS Admissions	Number Resulting in Admit to Local Inpatient	Number Discharge to Detox/ Genesis	Number Discharge to Acute or CAIS	Number Returned/Referred Back to Community
Dec-12	153	15	2	22	115
Jan-13	148	14	4	21	106
Feb-13	125	9	4	20	94
Mar-13	127	10	4	10	103
Apr-13	97	5	4	17	73
May-13	110	7	3	16	85
Jun-13	126	7	1	16	102
Jul-13	128	8	2	17	102
Aug-13	117	9	2	14	93
Sep-13	104	10	5	11	81
Oct-13	96	8	5	15	72
Nov-13	86	8	0	11	64
Dec-13	85	6	1	18	60
Jan-14	80	9	2	6	64
Feb-14	89	9	3	12	68
Mar-14	84	10	1	13	60

Source: BHD by request

Table D13. Private Hospitals' Average 30-Day Readmission Rates for Behavioral Health Admissions

	2011	2012	2013
Aurora	9.7%	11.0%	12.1%
Aurora SLSS	6.4%	10.0%	9.4%
Columbia St. Mary's	3.2%	3.0%	3.7%
Rogers*	10.0%	7.0%	8.0%
Wheaton	8.5%	8.9%	9.2%

*Transfers back to inpatient from RMH programs not included

Table D14. BHD Average 30-, 60-, and 90-Day Readmission Rates

	2011	2012	2013
Average 30-day readmission rate			
PCS	21.3%	22.5%	22.7%
Acute Adult	14.9%	15.9%	16.6%
CAIS	14.2%	13.2%	11.3%
Average 60-day readmission rate			
PCS	28.1%	28.7%	29.0%
Acute Adult	20.0%	20.7%	21.1%
CAIS	21.0%	18.3%	16.4%
Average 90-day readmission rate			
PCS	31.4%	32.2%	32.5%
Acute Adult	22.6%	24.1%	24.4%
CAIS	24.6%	21.2%	18.9%

Source: BHD by request

Multi-County Comparative Data from the Wisconsin Hospital Association¹

Table D15. Estimates of Prevalence of Mental Illness Adjusted for Poverty Levels

County ²	Total population (2013)	Total population under 200% FPL ³	% of population under 200% FPL	How much higher is MKE ⁴ County's rate of poverty (200% FPL)?	Projected number under 200% FPL with serious psych. distress based on CDC data [*]	Estimated % of population with serious psych. distress based on CDC data [*] , adjusted for poverty	How much higher is MKE County's estimated % of population with serious psych. distress based on CDC data [*] , adjusted for poverty?
Milwaukee County	822,532	358,195	43.5%	0.0%	47,282	8.1%	0.00%
Dane County	435,998	117,318	26.9%	61.8%	15,486	6.5%	23.12%
Waukesha County	326,877	45,727	14.0%	211.3%	6,036	5.4%	50.06%
Brown County	216,374	63,055	29.1%	49.4%	8,323	6.8%	19.42%
Racine County	163,400	50,252	30.8%	41.6%	6,633	6.9%	16.88%
Outagamie County	154,159	37,795	24.5%	77.6%	4,989	6.3%	27.35%
Lincoln, Langlade, Marathon 51.42 Board	151,552	44,688	29.5%	47.7%	5,899	6.8%	18.86%
Kenosha County	143,945	44,089	30.6%	42.2%	5,820	6.9%	17.07%
Winnebago County	138,018	39,400	28.5%	52.5%	5,201	6.7%	20.38%
Rock County	134,950	45,759	33.9%	28.4%	6,040	7.2%	12.21%
Washington County	112,361	20,071	17.9%	143.8%	2,649	5.7%	40.82%
La Crosse County	95,984	30,736	32.0%	36.0%	4,057	7.0%	14.95%
St. Croix County	94,750	26,384	27.8%	56.4%	3,483	6.6%	21.54%
Walworth County	85,759	26,939	31.4%	38.6%	3,556	7.0%	15.87%
Fond du Lac County	83,039	22,668	27.3%	59.5%	2,992	6.6%	22.46%
Eau Claire County	82,937	28,787	34.7%	25.5%	3,800	7.3%	11.08%
Sheboygan County	75,008	14,442	19.3%	126.2%	1,906	5.9%	37.78%
Ozaukee County	70,812	9,684	13.7%	218.4%	1,278	5.3%	50.86%
Jefferson County	69,726	18,962	27.2%	60.1%	2,503	6.6%	22.63%
Dodge County	69,196	18,593	26.9%	62.1%	2,454	6.5%	23.19%
Wisconsin	4,777,110	1,471,755	30.8%	41.4%	194,272	6.9%	16.79%

Notes:

1. Source: Wisconsin Hospital Association and WHA Information Center

*<http://www.cdc.gov/nchs/data/hus/11.pdf> See Table 59. CDC estimates that 13.2% of individuals below 200% FPL and 4.1% of individuals above 200% FPL had serious psychological distress in 2010-2011

2. The counties compared in this table are the Top 20 highest populated counties in Wisconsin.

3. FPL stands for Federal Poverty Level.

4. MKE stands for Milwaukee.

Table D16. Comparison of Emergency Department Visits with Mental Health Diagnosis in 2013¹

County	Total ER visits (all dx) ²	ER visits with primary MH dx	% of ER visits with primary MH dx	ER visits with primary MH dx per capita	How much higher is MKE County's ER visits per capita?	ER visits with primary MH dx per projected number with serious psych. distress based on CDC data*, adjusted for poverty	How much higher is MKE County's MH ER visits per projected number with serious psych. distress based on CDC data*, adjusted for poverty
Milwaukee County	431,269	23,794	5.52%	2.89%	0.0%	35.9%	0.0%
Dane County	125,180	6,416	5.13%	1.47%	96.6%	22.5%	59.7%
Waukesha County	91,029	3,345	3.67%	1.02%	182.7%	19.0%	88.4%
Brown County	99,345	2,393	2.41%	1.11%	161.6%	16.4%	119.0%
Racine County	79,170	3,400	4.29%	2.08%	39.0%	30.2%	18.9%
Outagamie County	54,310	2,673	4.92%	1.73%	66.8%	27.4%	31.0%
Lincoln, Langlade, Marathon 51.42 Board	57,818	1,512	2.62%	1.00%	190.0%	14.7%	143.9%
Kenosha County	74,600	2,801	3.75%	1.95%	48.7%	28.3%	27.0%
Winnebago County	52,731	2,707	5.13%	1.96%	47.5%	29.3%	22.5%
Rock County	69,396	2,530	3.65%	1.87%	54.3%	26.1%	37.5%
Washington County	29,587	1,292	4.37%	1.15%	151.6%	20.1%	78.6%
La Crosse County	27,227	2,478	9.10%	2.58%	12.1%	36.8%	-2.5%
St. Croix County	17,509	697	3.98%	0.74%	293.2%	11.1%	223.6%
Walworth County	33,556	1,144	3.41%	1.33%	116.9%	19.2%	87.2%
Fond du Lac County	29,276	1,226	4.19%	1.48%	95.9%	22.4%	60.0%
Eau Claire County	29,821	1,942	6.51%	2.34%	23.5%	32.3%	11.2%
Sheboygan County	32,084	1,979	6.17%	2.64%	9.6%	45.1%	-20.4%
Ozaukee County	19,624	858	4.37%	1.21%	138.7%	22.7%	58.3%
Jefferson County	25,950	774	2.98%	1.11%	160.6%	16.9%	112.5%
Dodge County	31,538	1,036	3.28%	1.50%	93.2%	22.9%	56.8%
Wisconsin	1,978,954	66,573	3.36%	1.39%	34.5%	20.2%	77.7%

Notes:

1. Source: Wisconsin Hospital Association and WHA Information Center

*<http://www.cdc.gov/nchs/data/hus/11.pdf> See Table 59. CDC estimates that 13.2% of individuals below 200% FPL and 4.1% of individuals above 200% FPL had serious psychological distress in 2010-2011

2. dx stands for diagnosis.

Table D17. Comparison of Inpatient Discharges with Mental Health Diagnosis in 2013

County	Total inpatient discharges (all dx)	Inpatient discharges with primary MH dx	% of inpatient discharges with primary MH dx	Inpatient discharges with primary MH dx per capita	How much higher is MKE County's MH inpatient discharges per capita?	Inpatient discharges with primary MH dx per projected number with serious psych. distress based on CDC data*, adjusted for poverty	How much higher is MKE County's MH inpatient discharges per projected number with serious psych. distress based on CDC data*, adjusted for poverty
Milwaukee County	127,186	11,517	9.1%	1.40%	0.0%	17.4%	0.0%
Dane County	45,138	3,412	7.6%	0.78%	78.9%	12.0%	45.3%
Waukesha County	40,192	3,069	7.6%	0.94%	49.1%	17.5%	-0.6%
Brown County	24,868	1,869	7.5%	0.86%	62.1%	12.8%	35.7%
Racine County	25,141	2,045	8.1%	1.25%	11.9%	18.1%	-4.3%
Outagamie County	16,127	1,829	11.3%	1.19%	18.0%	18.7%	-7.3%
Lincoln, Langlade, Marathon 51.42 Board	19,523	1,368	7.0%	0.90%	55.1%	13.3%	30.5%
Kenosha County	17,990	1,647	9.2%	1.14%	22.4%	16.6%	4.5%
Winnebago County	15,193	1,632	10.7%	1.18%	18.4%	17.7%	-1.6%
Rock County	17,506	1,481	8.5%	1.10%	27.6%	15.3%	13.7%
Washington County	12,862	955	7.4%	0.85%	64.7%	14.8%	17.0%
La Crosse County	10,359	1,287	12.4%	1.34%	4.4%	19.1%	-9.2%
St. Croix County	11,058	1,231	11.1%	1.30%	7.8%	19.6%	-11.3%
Walworth County	9,881	650	6.6%	0.76%	84.7%	10.9%	59.4%
Fond du Lac County	9,754	999	10.2%	1.20%	16.4%	18.3%	-5.0%
Eau Claire County	10,043	1,086	10.8%	1.31%	6.9%	18.0%	-3.7%
Sheboygan County	3,486	340	9.8%	0.45%	208.9%	7.7%	124.2%
Ozaukee County	8,488	667	7.9%	0.94%	48.7%	17.6%	-1.5%
Jefferson County	7,181	563	7.8%	0.81%	73.4%	12.3%	41.4%
Dodge County	9,142	627	6.9%	0.91%	54.5%	13.8%	25.4%
Wisconsin	451,447	39,140	8.7%	0.82%	70.9%	11.9%	46.3%

Source: Wisconsin Hospital Association and WHA Information Center

*[http://www.cdc.gov/nchs/data/11.pdf](http://www.cdc.gov/nchs/data/hus/11.pdf). See Table 59. CDC estimates that 13.2% of individuals below 200% FPL and 4.1% of individuals above 200% FPL had serious psychological distress in 2010-2011

Table D18. Percent of the County’s Inpatient Mental Health Discharges Made from Private Hospitals

County	2010	2011	2012	2013
Brown	50.0%	51.1%	59.7%	64.9%
Dane	91.6%	91.8%	91.4%	90.6%
Fond du Lac	52.9%	47.9%	50.2%	49.3%
Lincoln, Langlade, Marathon Combined 51.42 Board	45.7%	37.1%	34.0%	30.0%
Milwaukee	70.6%	74.7%	78.1%	80.4%
Waukesha	67.7%	70.2%	72.9%	72.3%
Wood	55.0%	44.3%	47.3%	39.6%

Notes:

1. Source: Wisconsin Hospital Association and WHA Information Center
2. This table includes all of the counties that have a county-owned psychiatric hospital (like Milwaukee).
3. Dane County is included because it is the most similar to Milwaukee County in terms of population.

1 Supervisor Peggy Romo West, Chairperson,
2 From the Committee on Health and Human Needs, reporting on:

3
4 File No. 14-782

5
6 (ITEM 30) From the Director, Department of Health and Human Services, requesting
7 authorization to enter into a non-professional services contract with Aramark
8 Corporation for the provision of food services to the Delinquency and Court Services
9 Division in the amount of \$528,000 per year for a three-year term beginning January 1,
10 2015, and ending December 31, 2017, with an option for two additional one-year
11 terms, by recommending adoption of the following:

12
13 **A RESOLUTION**

14
15 WHEREAS, the Director, Department of Health and Human Services (DHHS), is
16 requesting authorization for the Delinquency and Court Services Division (DCSD) to
17 enter into a non-professional services contract with Aramark Corporation (Aramark) to
18 provide food services beginning January 1, 2015; and

19
20 WHEREAS, DHHS issued a Request for Proposals (RFP) for food services on
21 August 11, 2014, with a proposal submission date of September 9, 2014; and

22
23 WHEREAS, three companies submitted proposals, and the RFP review panel,
24 consisting of representatives from DHHS Management Services Division and DCSD
25 staff, reviewed and scored each of the three proposals; and

26
27 WHEREAS, after the review and scoring process concluded and the solicited
28 "best and final offer" of cost only was submitted, Aramark was the selected vendor; and

29
30 WHEREAS, Aramark is a privately held Fortune 500 company headquartered in
31 Philadelphia, Pennsylvania, with regional offices in Downers Grove, Illinois; and

32
33 WHEREAS, Aramark is the 23rd largest employer on the Fortune 500 list, has
34 been in business since 1936, and has staff with extensive food service experience
35 providing food service for the education, healthcare, corrections, and sports and
36 recreation industries in 22 countries; and

37
38 WHEREAS, a three-year contract with an option for two additional one-year
39 terms is recommended, and the 2015 contract would begin January 1, 2015; and

40
41 WHEREAS, the total 2015 contract amount, including labor, food, transportation,
42 and supplies, is more cost effective than the current contract; and

43
44 WHEREAS, the Committee on Health and Human Needs, at its meeting of
45 October 29, 2014, recommended adoption of the Director's request (vote 4-1); and
46

47 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of
48 November 3, 2014, also recommended adoption of the Director's request (vote 9-0);
49 now, therefore,
50

51 BE IT RESOLVED, the Director, Department of Health and Human Services, or
52 his designee, is hereby authorized to enter into a non-professional services contract for
53 the period beginning January 1, 2015, and ending December 31, 2017, with Aramark
54 Corporation for \$528,000 each year as follows:
55

<u>Agency</u>	<u>Type of Service</u>	<u>Term</u>	<u>Contract Amount</u>
Aramark	Food Services	1/1/2015-12/31/2017	\$528,000 annually

58
59 srb

60 11/03/14

61 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\HHN\Resolutions\17-782 Aramark(SRB formatted).docx
62

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/23/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Director, Department of Health and Human Services, requesting authorization to enter into a three-year, non-professional services contract with Aramark Corporation to provide food services to the Delinquency and Court Services Division

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
(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
Operating Budget	Expenditure	0	528,000
	Revenue	0	0
	Net Cost	0	528,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Director of the Department of Health and Human Services (DHHS) is requesting authorization to enter into a non-professional services contract with Aramark Corporation to provide food services to the Delinquency and Court Services Division's Juvenile Justice Detention Center. A three-year contract with an option for two additional one-year terms is being recommended. The 2015 contract will begin January 1, 2015, and the total contract will not exceed five years.

Approval of this request will allow the DCSD Administrator to continue the provision of food services to Milwaukee County youth placed in the secure Juvenile Justice Detention Center in 2015 and beyond.

- B. Total 2015 expenditures included in this request are \$528,000.
- C. The DCSD 2015 Recommended Budget includes sufficient funding for this contract.
- D. No assumptions are made.

Department/Prepared By Thomas F. Lewandowski, Fiscal & Management Analyst

Authorized Signature 

- Did DAS-Fiscal Staff Review? Yes No
- Did CDPB Staff Review? Yes No Not Required

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

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
39
40
41
42
43
44
45
46

(ITEM 31) From the Department of Family Care, requesting authorization to enter into a Professional Services Contract with Superior Support Resources, Inc., for the provision of Member Information, Documentation, and Authorization System hosting, support, and maintenance services in an amount not to exceed \$1,789,881 for a period of five years, beginning November 15, 2014, and ending December 31, 2019, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Milwaukee County Board of Supervisors authorized the creation of the Milwaukee County Department of Family Care (MCDFC) on June 24, 2010, to continue operating the Managed Care Organization (MCO) under the State Family Care program previously authorized under the Milwaukee County Department on Aging since 2000; and

WHEREAS, the MCDFC as a MCO has worked to develop a proprietary data application system called Member Information, Documentation, and Authorization System (MIDAS) to assist the Department – MCO in managing the Family Care program; and

WHEREAS, MIDAS is a multi-featured database/web application system designed to maintain client records, enrollment data, eligibility information, care plans and case notes, Medicare and Medicaid information, assessments, service authorizations, claims history, capitation and member obligation receivables, provider network and support contact information, and other features critical to effective administration of the Family Care program; and

WHEREAS, the MIDAS system is also designed to provide a large number of user and management reports and maintain flexibility within its internal security system to allow numerous combinations of rights and access to the system (i.e., MCDFC management, MCDFC and Care Management Unit (CMU) case managers, service providers, etc.); and

WHEREAS, in 2014, the MCDFC MCO issued a publicly solicited Request for Proposals (RFP) seeking multiple vendors to submit proposals to provide complete information technology development and support to their proprietary service management software application; and

WHEREAS, the RFP sought agencies with experience and a demonstrated record of having experience in quality review, a diverse and balanced staff, and ability to train and assist the CMUs; and further required applicants to have (1) experience working with Family Care or other home-and-community-based waiver programs; (2) a documented track record with quality review experience; and (3) the ability to insure that Disadvantaged Business Enterprise (DBE) standards were met; and

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

WHEREAS, Superior Support Resources, Inc. (SSR), submitted a proposal and this proposal was the only proposal received and reviewed; and

WHEREAS, SSR, is an approved DBE Vendor with 100% participation; and

WHEREAS, SSR, will provide expertise in technical and support services for Milwaukee County's own needs in utilizing the MIDAS system; and has unique experience with MIDAS and qualifications to perform the services requested as evidenced by services previously provided; and

WHEREAS, the vendor provides staff to the MCDFC with expertise and knowledge of MIDAS unavailable from any other vendor; and

WHEREAS, a five-year agreement is the most cost effective and beneficial option for Milwaukee County providing a consistent development and support environment; and

WHEREAS, a 2014 Professional Services Contract with Superior Support Resources, Inc. for \$1,789,881 will be funded through rates and fees charged by MCDFC in 2014; and

WHEREAS, the Committee on Health and Human Needs, at its meeting of October 29, 2014, recommended adoption of the Director's request (vote 5-0); and

WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of November 3, 2014, also recommended adoption of the Department's request (vote 9-0); now, therefore,

BE IT RESOLVED, that the Director, Department of Family Care, is hereby authorized to enter into a Professional Services Contract with Superior Support Resources, Inc., for a period of five years beginning November 15, 2014, and ending December 31, 2019, with total fees, services, and expenses not to exceed \$1,789,881 and all services will be performed by qualified staff and under the direction of the Director of Milwaukee County Department of Family Care (MCDFC); and

BE IT FURTHER RESOLVED, that agreements will be contingent upon Milwaukee County Board of Supervisors authorization of the MCDFCs continued participation as a Managed Care Organization and available funding under Family Care for the period November 15, 2014, through December 31, 2019.

srb
11/03/14
\\Fi01wpchc\comclerk\$\Committees\2014\Oct\HHN\Resolutions\14-799 Superior Support Resources (SRB formatted).docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 14, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Family Care is requesting authorization to enter into a professional services contract with Superior Support Resources, Inc. for MIDAS Development and support.

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
(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
Operating Budget	Expenditure	1,849,981	998,000
	Revenue		
	Net Cost	1,849,981	998,000
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

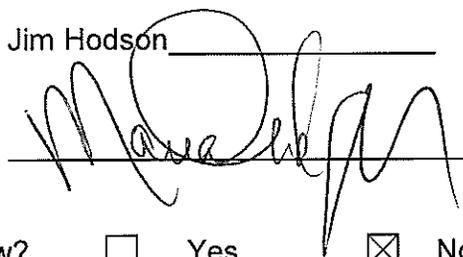
In the space below, you must provide the following information. Attach additional pages if necessary.

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

The Milwaukee County Department of Family Care (MCDFC) is requesting to enter into a professional services contract with Superior Support Resources, Inc. to provide development and technical support for MCDFC's software application that is specific to operating the family care program.

Department/Prepared By Jim Hodson

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

CBDP will review when Board approves resolution. SSR is a 100% DBE firm.

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

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

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
39
40
41
42

(ITEM 32) From the Director, Department of Administrative Services-Office for Persons with Disabilities, requesting approval to enter into a three-year agreement with Goodwill Industries of Southeastern Wisconsin, Inc., for use of Wil-O-Way Underwood's main hall for a period beginning January 1, 2015, and ending December 31, 2017, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Goodwill Industries of Southeastern Wisconsin, Inc. (Goodwill Industries) previously rented space at Wil-O-Way Underwood (Underwood) to provide recreational programming for integrated community recreation and center-based programming; and

WHEREAS, since that period of time, Milwaukee County's Family Care Management Organization has rented a portion of the space for office use; and

WHEREAS, Family Care will be relocating its Underwood offices to the Courthouse; and

WHEREAS, the relocation provided the Office of Persons with Disabilities (OPD) with an opportunity to rent the space for programming aligned with its mission, per Chapter 73 of the Milwaukee County Code of General Ordinances, to promote independence in handicapped and disabled persons; and

WHEREAS, upon Family Care's notice to leave Underwood, OPD pursued opportunities for space rental and it was at that time that Goodwill Industries expressed an interest in leasing Underwood; and

WHEREAS, OPD negotiated a three year lease with a total expected revenue of \$93,648; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby authorizes the lease of Wil-O-Way Underwood under the negotiated terms and conditions for a three year period beginning January 1, 2015, and ending December 31, 2017.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 7, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Lease of Wil-O-Way Underwood to Goodwill Industries of Southeastern Wisconsin

FISCAL EFFECT:

- | | |
|--|--|
| <input 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
(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 checked="" 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
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$30,000
	Net Cost	\$0	\$0
Capital Improvement Budget	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.

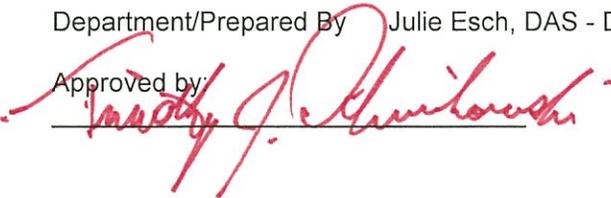
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current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

Adoption of a three year lease of Wil-O-Way Underwood for community integrated recreational programming and office space is request.

The lease specifies rental fees of \$2500 per month from Month 1-Month 12, \$2,600 per month from Month 13-Month 24 and \$2,704 per month from Month 25-Month 36. This equates to \$30,000 in year 1, \$31,200 in year 2 and \$32,448 in year 3 for a total revenue, over the term of the lease, of \$93,648.

Department/Prepared By Julie Esch, DAS - Director of Operations

Approved by



Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

1 Supervisor Theodore Lipscomb, Sr., Chairperson,
2 By the Committee on Judiciary, Safety, and General Services, reporting on:

3

4

File No. 14-793

5

6 (ITEM 33) A resolution to **RECEIVE AND PLACE ON FILE** (vote 7-0) an
7 informational report from Corporation Counsel dated October 9, 2014, regarding a
8 Professional Services Contract in the amount of \$50,000 between Milwaukee County
9 and Von Briesen and Roper, S.C., for the provision of legal services including work on a
10 Development Agreement and related documents for the Transit Center property.

11

12

13 ag

14 10/23/14

15 \\Fi01wpchc\cntybrd\$\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\JSGS\Resolutions\14-793.docx

INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

14-793
ECD
Judiciary

DATE: October 9, 2014

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Paul Bargren, Corporation Counsel *PB*

SUBJECT: Contract for von Briesen & Roper S.C. related to Downtown Transit Center development

Referred
OCT 10 2014
County Board Chair

Consistent with prior representations that I made to County Board members, I am submitting this memo as an informational report to be referred to appropriate committees.

Recently, the Finance Committee rejected a passive review contract amendment with the Reinhart, Boerner, Van Deuren s.c. firm for work on a development agreement and related documents for the Downtown Transit Center site. Consequently, Economic Development Director Whaley-Smith and I contacted Attorney Alan Marcuvitz to potentially perform this work. Attorney Marcuvitz has been and is under contract to provide services related to the Zoo Interchange project. Mr. Marcuvitz and some of his associates recently changed firms and are now associated with the firm of von Briesen & Roper, s.c. Mr. Marcuvitz agreed to undertake the Downtown Transit Center work. Consequently, a professional services contract for up to \$50,000 was executed with von Briesen & Roper. The funds are coming from the Litigation Reserve account. Due to the amount of the contract, committee and board approval are not required, and due to the timing of the project, Mr. Marcuvitz' team has already begun work on the tasks. Nonetheless, I had agreed to present the matter to supervisors for their review and to offer an opportunity for any questions. Thus I am submitting this memo as an informational item. I am also attaching a copy of the contract.

Coincidentally, a new contract for Mr. Marcuvitz' Zoo Interchange work was executed with his new firm as well. That new contract is being amended in dollar amount and submitted for passive review this cycle by MCDOT.

I will provide additional information as requested by the committee(s) to which this report is referred.

cc: Kelly Bablitch
Raisa Koltun

1 Supervisor Theodore Lipscomb, Sr., Chairperson,
2 From the Committee on Judiciary, Safety, and General Services, reporting on:

3
4 File No. 14-801
5

6 (ITEM 34) From the Chief Information Officer, Information Management Services
7 Division, Department of Administrative Services, requesting authorization to enter into a
8 Lease Agreement with the City of Greenfield to rent the Greenfield Communications
9 Room at an annual cost of \$1 for a term of 15 years with two automatic five-year
10 renewals to support Milwaukee County's 800 megahertz Public Safety Radio System,
11 by recommending adoption of the following:

12
13 **A RESOLUTION**
14

15 WHEREAS, the Information Management Services Division (IMSD), Department
16 of Administrative Services (DAS), respectfully requests authorization to execute a long-
17 term Lease Agreement with the City of Greenfield (City); and
18

19 WHEREAS, in 2010, Milwaukee County entered into a Lease Agreement with the
20 City for the existing analog radio system to lease space within the City's
21 Communications Equipment Room in order to support the Public Safety Radio System;
22 and
23

24 WHEREAS, this Lease Agreement will expire as of January 1, 2015, and due to
25 the implementation of the new digital radio communications system, new contractual
26 terms are required; and
27

28 WHEREAS, DAS-IMSD has determined that the Tower Site location in the City
29 continues to best meet the system design requirements presented by Motorola
30 Solutions, Inc., with the most favorable costs to Milwaukee County; and
31

32 WHEREAS, DAS-IMSD negotiated the terms with the City and is requesting
33 authorization to execute a long-term Lease Agreement for a term of 15 years with two
34 automatic five-year renewals; and
35

36 WHEREAS, the proposed Lease Agreement includes an annual Lease cost of \$1
37 for the term of the contract and a one-time provision of services to the City that would
38 provide for subscriber radio software and upgrades; and
39

40 WHEREAS, the software and subscriber upgrade service is for 30 portable
41 radios and a one-time code plug/template creation for up to 10 radios; and
42

43 WHEREAS, further provided will be one-time programming for up to 237 City-
44 owned radios that will be used on the Milwaukee County system on an emergency
45 basis; and
46

47 WHEREAS, Milwaukee County will provide the programming services in 2015 for
48 a one-time estimated cost not to exceed \$60,000; and

49
50 WHEREAS, cash funding is provided as part of the Digital Migration Project;
51 now, therefore,

52
53 BE IT RESOLVED, the Information Management Services Division, Department
54 of Administrative Services, is authorized and directed to execute a Lease Agreement
55 with the City of Greenfield for a term of 15 years with the option of two automatic five-
56 year renewals.

57

58

59

60

61

ag
10/24/14
\\Fi01wpchc\cntybrd\$\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\JSGS\Resolutions\14-801.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 1, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Lease Agreement with the City of Greenfield to rent communications room to support the County's Public Safety Communications

FISCAL EFFECT:

- | | |
|---|--|
| <input 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 checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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
Operating Budget	Expenditure	0	60,001
	Revenue		
	Net Cost	0	60,001
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. The Information Management Services Division (IMSD) respectfully requests authorization to execute a long term lease agreement with the City of Greenfield. The existing lease provides space within the City's communications equipment room in order to support the Public Safety Radio System. This lease will expire as of January 1, 2015 and the requested new term would be for fifteen (15) years, with two (2) automatic, five (5) year renewals.

B. The cost related to the proposed lease is with the City of Greenfield is \$1 per year for the life of the contract plus and estimated one time estimated cost of not to exceed \$60,000 for the radio programming services.

C. The radio project Budget includes sufficient funding for this contract.

D. It is assumed that the City of Greenfield will execute their right to the one-time radio programming services estimated at a not to exceed \$60,000 and that this right will be executed in 2015.

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

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

Department/Prepared By: Marlinda Sisk, DAS-IMSD Fiscal and Budget Manager

Authorized Signature Marlinda Sisk

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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
39
40
41
42
43
44
45
46

(ITEM 35) From the Chief Information Officer, Information Management Services Division, Department of Administrative Services, requesting authorization to enter into a Lease Agreement with the City of Milwaukee to construct a Tower Site at an annual cost of \$1 for a term of 25 years with one additional five-year extension option to support Milwaukee County's 800 megahertz Public Safety Radio System, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Information Management Services Division (IMSD), Department of Administrative Services (DAS), is requesting authorization to enter into a Lease Agreement with the City of Milwaukee (City) to build a Radio Tower Site to support the implementation of Capital Project WO614, Build-Out Ten Sites to Digital; and

WHEREAS, IMSD is currently managing a capital expenditure project to replace the existing analog Public Safety Radio System with current digital technology; and

WHEREAS, the system selected was through a competitive process and partnership with Waukesha County that meets federally-recommended requirements for interoperability and provides long-term sustainability through new digital technology; and

WHEREAS, engineering designs of this new system by the vendor, Motorola Solutions, Inc., (Motorola) required Tower Site locations to be strategically placed within Milwaukee County to properly meet the high standards of signal reliability for public safety agencies' communications; and

WHEREAS, the City Site, also known as Engine 38, has been identified as a preferred Tower Site; and

WHEREAS, Motorola is responsible for the overall construction and project management of the Tower Site project; and

WHEREAS, the project includes construction of a 180-foot tower, an equipment storage building, a generator, appropriate connections for gas, electric, and network, and a security fence; and

WHEREAS, the Motorola contract, as approved by the Milwaukee County Board of Supervisors and the County Executive in December 2013 for the purchase and implementation of a Public Safety Radio System, includes the cost for this work; and

WHEREAS, in cooperation with Corporation Counsel, the DAS-Risk Management Division, the DAS-Architecture and Engineering Section, and the Comptroller's Office, negotiations with the City have been successful; and

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64

WHEREAS, the Lease Agreement is for a period of 25 years with the option for an additional five-year extension and includes an annual fee of \$1 per year, to the City, for the life of the contract; and

WHEREAS, the Lease Agreement also provides for a provision that allows the City beneficial use of the Tower and radio system equipment room for their public safety radio needs; now, therefore,

BE IT RESOLVED, that the Chief Information Officer of the Information Management Services Division, Department of Administrative Services, is hereby authorized to execute a Lease Agreement with the City of Milwaukee for the use of land to build a Public Safety Radio System Site.

ag
10/27/14
\\Fi01wpch\cntybrd\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\JSGS\Resolutions\14-815.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/03/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request for Authorization to enter into a Lease Agreement with the City of Milwaukee in order to construct a Tower Site to Support the County's 800MHz Public Safety Communication System

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	1
	Revenue	0	0
	Net Cost	0	1
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

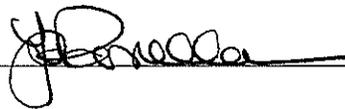
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current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

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

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

- A. The approval of the requested action item will allow IMSD to construct a 180 foot tower, an equipment storage building, a generator, appropriate connections for gas, electric and network, and a security fence to meet the needs of the Milwaukee County Public Safety Radio System.
- B. The cost related to the proposed contract is \$1 per year for the life of the contract. The City of Milwaukee will pay for all utility cost related to the Milwaukee County public safety radio system.
- C. There are sufficient funds allocated in the 2015 budget as well as budgets in the out years.
- D. IMSD assumes that construction will be complete in spring of 2015 and that capital project WO514, Build Out Ten Sites to Digital will cover all construction costs.

Department/Prepared By Laurie Panella, Deputy Chief Information Officer

Authorized Signature  _____

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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
39
40
41
42
43
44
45
46
47

(ITEM 36) From the Superintendent, House of Correction, requesting authorization to enter into a contract with ARAMARK Correctional Services, LLC, for the provision of food services for the Milwaukee County Jail and House of Correction for a term from January 1, 2015, to January 1, 2018, with the possibility of two one-year extensions, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the current food services contract with ARAMARK Correctional Services, LLC, (ARAMARK) expires on December 31, 2014; and

WHEREAS, a Request for Proposals was issued on August 11, 2014, and three vendors submitted proposals by the deadline of September 9, 2014; and

WHEREAS, an evaluation panel concluded that ARAMARK had the highest score among the three firms submitting proposals; and

WHEREAS, the ARAMARK proposal includes a per meal cost of \$1.11 which includes a capital expense of \$450,000 for replacement of kitchen equipment and other kitchen improvements, and ARAMARK will provide staff to maintain all the equipment in the kitchen; and

WHEREAS, the estimated cost for 2015 to provide food services will be \$3,209,938 and will be paid from appropriations in the 2015 Adopted Budget; and

WHEREAS, the Committee on Judiciary, Safety, and General Services, at its meeting of October 23, 2014, recommended adoption of the Superintendent's request (vote 6-1); and

WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of November 3, 2014, also recommended adoption of the Superintendent's request (vote 9-0); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Superintendent of the House of Correction to enter into a three-year contract with two one-year extensions with ARAMARK Correctional Services, LLC, to provide food services; and

BE IT FURTHER RESOLVED, that the aforementioned contract will only be executed after review and approval by Community Business Development Partners, Corporation Counsel, and Risk Management.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/09/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request to enter into a contract with Aramark Correctional Food Services

FISCAL EFFECT:

No Direct County Fiscal Impact Expenditures

Increase Capital

Existing Staff Time Required

Decrease Capital

Expenditures

Increase Operating Expenditures
(If checked, check one of two boxes below)

Increase Capital Revenues

Absorbed Within Agency's Budget

Decrease Capital Revenues

Not Absorbed Within Agency's Budget

Decrease Operating Expenditures

Use of contingent funds

Increase Operating Revenues

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
Operating Budget	Expenditure		\$3,209,938 (a)
	Revenue		
	Net Cost		\$3,209,938 (a)
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

(a) Sufficient funding has been included in the 2015 Recommended Budget

DESCRIPTION OF FISCAL EFFECT

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

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

Approval of this resolution will authorize the Superintendent of the House of Corrections (HOC), beginning on January 1, 2015, to enter into a three year contract with two one year extensions with Aramark Correctional Food Services (Aramark) to provide food services at the HOC and jail.

Aramark will be providing food services to the HOC at \$1.11 per meal which is a reduction from current price of \$1.178 per meal. The estimated number of meals served in a year at the HOC and the Jail is 2,891,836. This contract will reduce costs from approximately \$3,406,583 to \$3,209,938, an estimated savings of \$196,645.

Aramark will also be providing an immediate capital investment of \$450,000. The funds will be used to replace most of the considerably outdated kitchen equipment and to make needed updates to the kitchen. The county will own the equipment after the 3-year contract term, but since Aramark is making the purchases (including installation) directly, there is no impact on expenditures, but it reduces the need to request this amount in the capital budget. As part of this contract Aramark will maintain all of the equipment at their cost. This will save the HOC an estimated \$50,000 to \$80,000 in staffing costs by minimizing County maintenance workload.

Aramark will also be providing an inmate food service program. They are absorbing the estimated cost of \$15,000 per year or \$45,000 over a 3-year term. This is a tremendous value to the HOC, but does not result in any tangible fiscal changes.

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

Calculations in this report are based on the assumption that the average number of meals will continue to total approximately 2,891,836 per year for the jail and HOC.

Department/Prepared By HOC/Michael Bickerstaff & June Jackson

Authorized Signature June Jackson

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review? Yes No Not Required

1 Supervisor Gerry Broderick, Chairperson,
2 From the Committee on Parks, Energy, and Environment, reporting on:

3
4 File No. 14-831
5

6 (ITEM 37) A resolution by Supervisor Weishan, Jr., naming a softball diamond in
7 McCarty Park in the City of West Allis after Mr. Orlando "Pancho" Palesse, by
8 recommending adoption of the following:
9

10 A RESOLUTION

11
12 WHEREAS, Orlando "Pancho" Palesse began his life in Milwaukee, having
13 graduated from Rufus King High School in 1941, and was offered an athletic
14 scholarship to Marquette University in 1942, where he demonstrated his lifelong passion
15 for sports, playing football and basketball throughout the duration of his education; and
16

17 WHEREAS, Mr. Palesse left Marquette University to bravely serve his country
18 during World War II as a pilot, flying B-17 Flying Fortresses on 23 missions in Europe;
19 and
20

21 WHEREAS, Mr. Palesse officiated for recreational leagues, the Wisconsin
22 Interscholastic Athletic Association, the National Collegiate Athletic Association, the
23 Wisconsin Independent Schools Athletic Association Boys Basketball Finals, every
24 college venue in the state of Wisconsin, and was a Big Ten official for 13 years; and
25

26 WHEREAS, Mr. Palesse retired from officiating in 1980, moving on to serve as
27 the official scorekeeper for the Milwaukee Brewers for six seasons; and
28

29 WHEREAS, Mr. Palesse served as the past president of the Eastern Wisconsin
30 Officials Association; and
31

32 WHEREAS, Mr. Palesse was inducted into the Wisconsin Senior Olympics Hall
33 of Fame, the Old Time Ballplayers Association of Wisconsin Hall of Fame, and the
34 Wisconsin Basketball Coaches Association Hall of Fame; and
35

36 WHEREAS, Mr. Palesse continues his love for sports as an active player-
37 manager of Milwaukee Seniors 65-and-older and 70-and-older softball teams and has
38 lived his life dedicated to his family and his sports teams; and
39

40 WHEREAS, in honor of the dedication that Mr. Palesse has demonstrated to
41 athletics in Milwaukee, naming a softball diamond in McCarty Park after him would be
42 an appropriate gesture to commemorate all of his contributions to sports within the
43 community; now, therefore,
44

45 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
46 honors the contributions of Mr. Orlando "Pancho" Palesse by naming the #2 softball

47 diamond located in McCarty Park near the Service Yard the “Orlando ‘Pancho’ Palesse
48 Softball Diamond”; and

49

50 BE IT FURTHER RESOLVED, that the Department of Parks, Recreation, and
51 Culture shall work with the Village at Manor Park Senior Softball League to determine
52 and provide appropriate naming signage to the designated area.

53

54

55

56

57

ag

10/15/14

\\Fi01wpchc\cntybrd\$\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\PE&E\Resolutions\14-831.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 14, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Naming the #2 softball diamond at McCarty Park after Mr. Orlando "Pancho" Palesse.

FISCAL EFFECT:

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

<input type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|--|--|

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$500	\$0
	Revenue	\$0	\$0
	Net Cost	\$500	\$0
Capital Improvement Budget	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.

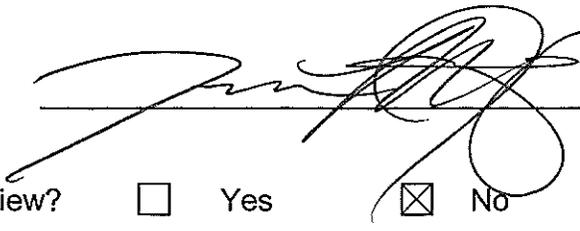
- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. Approval of this resolution will name the #2 softball diamond located in McCarty Park near the service yard after Mr. Orlando "Pancho" Palesse.
 - B. The Department of Parks, Recreation and Culture (DPRC) shall work with the Village at Manor Park Senior Softball League to determine the appropriate signage for the designated area. The signage cost of \$500.00 may be able to be absorbed within the department's budget. If the cost for the sign cannot be absorbed in the department's budget, and/or any private contributions cannot be identified to cover the cost of the sign, a fund transfer request from the Appropriation for Contingencies or another viable source may be required to be submitted by the DPRC. If any private financial contributions are later received for signage, those funds would be deposited into the DPRC's operating account.
 - C. The funds for this sign were not appropriated in the 2014 Adopted Budget, and would therefore result in a \$500.00 expenditure for the DPRC. This action will have no impact on the subsequent year as this would be a one-time expenditure for signage.
 - D. None.

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

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

Department/Prepared By Jessica Janz-McKnight, Research and Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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
39
40
41
42
43
44
45
46

(ITEM 38) A resolution by Supervisor Haas expressing the County's concern that We Energies' 2015-2016 rate proposal will cause significant environmental and economic damage to the State and County and requesting that Governor Scott Walker publicly express his opposition to the rate proposal, by recommending adoption of the following:

AN AMENDED RESOLUTION

WHEREAS, We Energies' 2015-2016 rate proposal to increase the flat rate 74% from \$9.20 per month to \$16 per month while reducing per kilowatt use rates will impact energy efficient and poor residents disproportionately, discouraging customers from improving energy efficiency or investing in renewable electricity generation sources; and

WHEREAS, solar energy generation shows signs of renewed vitality as evidenced by the fact that a new solar power facility was installed every four minutes in the United States during 2013; and

WHEREAS, the number of solar power projects is expected to increase 30-fold between 2010 and 2016 as a result of falling prices and improved technology to the point that by 2016, rooftop solar panels may provide one-third of the electricity generated by today's nuclear power plants; and

WHEREAS, other states have reduced the barriers of entry and made it easier for homeowners from a variety of income levels to supplement their electrical power needs with solar power by allowing customers to lease solar panels rather than buying them outright, and through policy measures to increase the diversity of solar products and availability to all citizens; and

WHEREAS, We Energies' 2015-2016 rate proposal to specifically bar customers from leasing solar power systems will hamper and slow the development of solar power electricity generation; and

WHEREAS, We Energies' proposed reduction in payback rates for electricity purchased by the utility from customers who have invested in solar power or other alternative sources to generate their own electricity will repress competition and discourage development of alternatives to the utility's fossil fuel-generated electricity; and

WHEREAS, this proposed payback billing reduction reduces the savings to customers for using alternative energy sources by 64% to 79%, effectively tripling or quadrupling payback periods for customer investments in alternative electric power generation, and so acts as a disincentive for consumers to invest in alternative energy to reduce reliance on fossil fuel energy sources; and

47 WHEREAS, We Energies' 2015-2016 rate proposal further burdens customers
48 using alternative electricity generation systems, lengthens investment payback, and
49 disincentivizes customers interested in developing alternative electrical power sources
50 by imposing an additional "capacity" charge of \$3.80 per kilowatt per month on
51 customers with alternative electricity generation systems; and

52
53 WHEREAS, We Energies' 2015-2016 rate proposal effectively "penalizes"
54 Milwaukee County's environmentally and socially responsible efforts to generate
55 renewable energy through General Mitchell International Airport; and

56
57 WHEREAS, the overall impact of We Energies' 2015-2016 rate proposal will
58 discourage and penalize customers from installing solar power or other alternative,
59 renewable electricity generation sources including biodigesters and other forms of
60 biofuels to reduce society's dependence on the fossil fuels used by We Energies for
61 electricity generation; and

62
63 WHEREAS, We Energies' discouragement of the use of solar power and other
64 alternative, renewable electricity generation sources to substitute for the nation's
65 unhealthy dependence on fossil fuels is not only environmentally and socially
66 irresponsible, but threatens to seriously undermine Wisconsin's solar and alternative
67 fuels industry; now, therefore,

68
69 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
70 expresses its concern that We Energies' 2015-2016 rate proposal before the Wisconsin
71 Public Service Commission (PSC) will cause significant environmental and economic
72 damage to the State by discouraging the development of alternative, renewable sources
73 of electricity generation and energy efficiency, eliminating energy options for utility
74 customers of all incomes, and penalizing senior citizens and low-income households;
75 and

76
77 BE IT FURTHER RESOLVED, Milwaukee County calls upon the Wisconsin
78 governor to publicly express his opposition to We Energies' 2015-2016 rate proposal on
79 the grounds that the proposal represses healthy competition in the electricity generation
80 sector, damages Wisconsin's economy by eliminating valuable jobs, and negatively
81 impacts low-income households; and

82
83 BE IT FURTHER RESOLVED, Milwaukee County calls upon the governor to
84 publicly urge the PSC to deny We Energies' 2015-2016 rate request, or to dispatch
85 State administration representatives as appropriate to present the State's interest in this
86 matter before the PSC; and

87
88 BE IT FURTHER RESOLVED, Milwaukee County calls upon the governor to
89 propose in the 2015-17 Executive State Budget an exemption from property tax levy
90 limits for costs arising from an approval by the PSC of We Energies' 2015-2016 rate
91 request; and

92

93

94

95

96

97

98

99

100

BE IT FURTHER RESOLVED, that the County Clerk shall forward copies of this resolution to the governor and file it with the PSC in connection to PSC Docket No. 5-UR-107.

ag

10/16/14

\\Fi01wpchc\cntybrd\$\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\PE&E\Resolutions\14-835.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

14-835

DATE: October 10, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution expressing the County's concern that We Energies' 2015-2016 rate proposal will cause significant environmental and economic damage to the state and county and requesting Governor Scott Walker publicly express his opposition to the rate proposal.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. This resolution requests the County Board urge Governor Scott Walker to publicly express his opposition to We Energies' 2015-2016 rate proposal and for the County Clerk to send this resolution to Governor Walker and file it with the Wisconsin Public Service Commission.
- B. Approval of this resolution will not require an expenditure of funds, but will require existing staff time.
- C. None
- D. It is assumed that all work will be done by Milwaukee County staff.

Department/Prepared By Erica Hayden, Research & Policy Analyst, Office of the Comptroller

Authorized Signature *Erica Hayden*

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

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
39
40
41
42
43
44

(ITEM 39) From the Director, Department of Parks, Recreation, and Culture, requesting authorization to accept the donation of land on the east bank of the Milwaukee River from the River Revitalization Foundation (RRF); execute and implement the Milwaukee River Greenway Operation and Management Agreement with RRF for a five-year term effective November 1, 2014; and execute and implement the Amended and Restated Lease Agreement with the Urban Ecology Center for a term ending May 23, 2026, with the option of a 25-year renewal term, by recommending adoption of the following:

A RESOLUTION

WHEREAS, for more than 25 years, Milwaukee County has worked to achieve greater connectivity between County parks along the east and west sides of the Milwaukee River; and

WHEREAS, these efforts included the purchase of rail corridors and development of the Oak Leaf Trail and the Beer Line Trail segment; and

WHEREAS, the Milwaukee River Greenway Master Plan (the Plan) was developed by the Milwaukee River Greenway Coalition (MRGC) with participation from the Milwaukee River Workgroup, the River Revitalization Foundation (RRF), Milwaukee Riverkeeper, the Urban Ecology Center (UEC), the Bicycle Federation of Wisconsin, the City of Shorewood, the City of Glendale, the City of Milwaukee, the University of Wisconsin-Milwaukee, the Department of Parks, Recreation, and Culture (DPRC), the Southeastern Wisconsin Regional Planning Commission, and others; and

WHEREAS, the Plan sets out a structure for the creation of an environmental corridor-focused coalition that would oversee a variety of improvements including public access, acquisition, habitat restoration, environmental protection, and recreation along the Milwaukee River Greenway, a seven-mile section of the Milwaukee River that is located within the northeast side of the City of Milwaukee generally from Humboldt Avenue, upstream to Silver Spring Drive, and including mostly County-owned land that is deed-restricted for use as green space and recreation; and

WHEREAS, the Plan also includes habitat, recreation, and action plans for achieving the goals and priorities of MRGC and direction for achieving MRGC's planned improvements; and

WHEREAS, in 2010, the Milwaukee County Board of Supervisors passed Resolution File No. 10-330 which supported the concepts of the Plan as developed by MRGC; and

45 WHEREAS, through its work with the MRGC, RRF has partnered with DPRC on
46 several significant land acquisition ventures as well as trail development and
47 environmental stewardship projects throughout the County; and
48

49 WHEREAS, most recently, RRF, UEC, Milwaukee Rotary Club, and many others
50 collaborated in the development of the Milwaukee Rotary Centennial Arboretum, a
51 space that provides improved opportunities for preservation, environmental education,
52 stewardship, and access to the natural environment; and
53

54 WHEREAS, RRF acquired the Milwaukee Rotary Centennial Arboretum land with
55 the intention that it become an integral part of the Greenway and DPRC; and
56

57 WHEREAS, for more than 10 years, UEC has leased Milwaukee County's
58 Riverside Park and utilized surrounding areas to support its educational and
59 stewardship mission; and
60

61 WHEREAS, the Amended and Restated Lease with UEC provides for UEC's
62 management, operation, and maintenance of the Milwaukee Rotary Centennial
63 Arboretum land as well as all lands previously leased by UEC; and
64

65 WHEREAS, the Parks Director has recommended that the authority be granted
66 to DPRC, the Department of Administrative Services, Corporation Counsel, Risk
67 Management, County Clerk, Register of Deeds, and the County Executive to prepare,
68 review, approve, process, execute, and record the agreements, leases, deeds, and
69 other documents, and take all actions as required to facilitate their implementation; now,
70 therefore,
71

72 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
73 authorizes the Parks Director, Department of Administrative Services, Register of
74 Deeds, Corporation Counsel, and Risk Management to prepare, review, approve,
75 process, and record all agreements, leases, deeds, easements, and other documents
76 required to execute and implement:
77

- 78 1. the Milwaukee River Greenway Operation and Management Agreement with
79 the River Revitalization Foundation (RRF);
 - 80 2. the Amended and Restated Lease Agreement with the Urban Ecology Center;
81 and
 - 82 3. the donation of land from RRF;
- 83

84 and to take all actions required to facilitate the implementation of these documents and
85 the management of the Milwaukee River Greenway; and
86

87 BE IT FURTHER RESOLVED, that the County Executive and County Clerk are
88 authorized to execute the agreements, deeds, easements, and any other required
89 documents.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 10, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Director of the Department of Parks, Recreation and Culture (DPRC) is seeking authorization to:

1. Enter into a Memorandum of Understanding with the River Revitalization Foundation (RRF) for management of County Owned Lands located within the Milwaukee River Greenway
2. Accept the donation of land on the east bank of the river from the RRF
3. Execute a Revised Lease Agreement with the Urban Ecology Center (UEC) for the use and maintenance of Riverside Park and adjacent County owned lands

FISCAL EFFECT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact

<input checked="" type="checkbox"/> Existing Staff Time Required

<input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below)

<input type="checkbox"/> Absorbed Within Agency's Budget

<input type="checkbox"/> Not Absorbed Within Agency's Budget

<input checked="" type="checkbox"/> Decrease Operating Expenditures

<input type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|---|--|

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

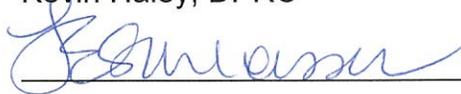
DESCRIPTION OF FISCAL EFFECT

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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Advancing the development and operation of the Milwaukee River Greenway by:
 - 1. Entering into a Memorandum of Understanding with the RRF for the management of County Owned Lands located within the Milwaukee River Greenway
 - 2. Accepting the donation of land on the east bank of the river from the RRF
 - 3. Executing a Revised Lease Agreement with the Urban Ecology Center for the use and maintenance of Riverside Park and adjacent County owned lands
 - B. No direct or indirect costs to the County, all costs of reconstruction, operation and maintenance (excluding Parks Capital Projects) of these Park Lands will be the responsibility of the RRF or the UEC. The operation and maintenance of these areas are currently absorbed with the Parks Operating Budget.
 - C. No impact
 - D. None

Department/Prepared By Kevin Haley, DPRC

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

1
2
3 (ITEM 40) From the Director, Department of Parks, Recreation, and Culture,
4 requesting authorization to execute the Fourth Amendment to the Lease with Milwaukee
5 Kickers Soccer Club, Inc., for the use of Uihlein Soccer Park in an amount of \$93,380
6 per year for an initial extension term of 15 years from November 1, 2014, to October 31,
7 2029, with the possibility of two additional 15-year extensions, by recommending
8 adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, Milwaukee Kickers Soccer Club, Inc., (the Club) provides organized
13 soccer teams for youth players as well as soccer leagues, tournaments, educational
14 programs, and administrative services; and
15

16 WHEREAS, the Club has leased Uihlein Soccer Park from the Department of
17 Parks, Recreation, and Culture (DPRC) since 1994; and
18

19 WHEREAS, the initial term of this Lease is 20 years with an option of three 10-
20 year extensions; and
21

22 WHEREAS, the Lease required DPRC and the Club to renegotiate the rental
23 payments prior to renewal, as the rental payments throughout the initial term were
24 amortized payments designed to repay the County's initial investment in Uihlein Soccer
25 Park and the building thereon; and
26

27 WHEREAS, Milwaukee County originally paid for the construction of Uihlein
28 Soccer Park, the Club agreed to repay the annual debt payments over the initial term of
29 the Lease, and the Club made its last payment in August 2011; and
30

31 WHEREAS, in 2002, Milwaukee County entered into a separate lease agreement
32 with the Club for land known as "Melody Top" which is located just west of Uihlein
33 Soccer Park and this agreement ran concurrently with the Uihlein Soccer Park Lease;
34 and
35

36 WHEREAS, unfortunately, because of the topography, the Club was never able
37 to develop the site (except for parking purposes); and
38

39 WHEREAS, this Amendment provides for termination of the Melody Top lease
40 and incorporates the outstanding lease payments due under that lease; and
41

42 WHEREAS, the rent for this extension term is \$46,690 paid in semi-annual
43 installments, or \$93,380 per year; and
44

45 WHEREAS, the initial extension term is 15 years, and the Lease may be
46 extended twice beyond this term for an additional 15 years; and

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65

WHEREAS, the Club has agreed to provide additional soccer programming in under-served areas of Milwaukee County by committing at least \$70,000 in annual funding for such outreach goals; and

WHEREAS, the Club will provide an annual report to the Committees on Parks, Energy, and Environment and Finance, Personnel, and Audit of the Milwaukee County Board of Supervisors regarding the extent of its success in achieving these performance outcomes; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Department of Parks, Recreation, and Culture to execute the Fourth Amendment to the Lease with Milwaukee Kickers Soccer Club, Inc., for Uihlein Soccer Park.

ag
10/13/14
\\Fi01wpchc\cntybrd\$\Data1\Data\Shared\COMCLERK\Committees\2014\Oct\PE&E\Resolutions\14-814.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 10, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to execute a lease extension by Amendment to a Lease (Lease) with Milwaukee Kickers Soccer Club, Inc. (Club).

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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 checked="" 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
Operating Budget	Expenditure	0	0
	Revenue	\$46,690	\$93,380
	Net Cost	-\$46,690	-\$93,380
Capital Improvement Budget	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Department of Parks, Recreation and Culture (DPRC) is seeking authorization to execute a lease extension by Amendment to a Lease (Lease) with Milwaukee Kickers Soccer Club, Inc. (Club).

B. The DPRC will receive one payment of \$46,690 in 2014 from the Club.

C. The Club will pay the DPRC \$93,380 per year for the term of the agreement.

D. None

Department/Prepared By Laura Schloesser, DPRC

Authorized Signature  _____

Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

1 Supervisor Michael Mayo, Sr., Chairperson,
2 By the Committee on Transportation, Public Works, and Transit, reporting on:

3

4

File No. 14-839

5

6 (ITEM 41) A resolution to **RECEIVE AND PLACE ON FILE** (vote 7-0) an
7 informational report from the Director, Department of Transportation, dated October 16,
8 2014, regarding the Milwaukee County Transit System budget, Congestion Mitigation
9 and Air Quality Grant routes, MCards, and the Managed Care Organization subsidy, in
10 response to questions from the October 15, 2014, Committee on Finance, Personnel,
11 and Audit.

12

13

14

srb

15

10/22/14

16

\\Fi01wpchclcomclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-839 MCTS.docx

14-839
TPWT

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: October 16, 2014

TO: Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Questions from Committee on Finance, Personnel and Audit, on October 15, 2014 upon reviewing the DOT -- Transit (5600) Budget for 2015

POLICY

This report is for informational purposes only.

BACKGROUND

The DOT -- Transit (5600) Budget for 2015 was presented to the Committee on Finance, Personnel and Audit, on October 15, 2014. At that meeting, it was requested that information be presented to the Transportation, Public Works and Transit Committee on the following topics:

- MCTS Budget
- Managed Care Organization (MCO) Subsidy
- CMAQ Routes
- MCTS MCards (smart cards, fares and outlets)

MCTS Budget

The mission of the Milwaukee County Transit System (MCTS) is to provide reliable, convenient and safe public transportation services that efficiently and effectively meet the varied travel needs of the community and contribute to its quality of life. The 2015 budget is supportive of that mission.

What's Not Changing:

The tax levy is about the same as last year (2% lower), and passenger fares are not increasing.

Paratransit will continue to maintain Milwaukee County border-to-border service; in total, we are projecting about 555,000 paratransit rides in 2015.

Fixed Route Services will be substantially the same; we are projecting about 44 million fixed route passengers in 2015.

October 16, 2014

Page 2

Staffing levels remain about 1,050 with employee related costs of about \$113 million; about 45 new bus operator positions are anticipated.

Fleet size is still about 400 buses, with about 270 of them being a newer lower emissions style.

Transit Security continues to be contracted out at the same level as in 2014 – \$1.4 million.

Changes from 2014 Budget:

Total transit costs increase by \$5.25 Million (or 3.3%) to \$165 million.

- Bus miles are increasing about 6% from 17.2 million to 18.3 million miles.
- Bus hours of service are increasing about 6.5% from 1.3 million to 1.4 million.

There is \$5.7 million in Congestion Mitigation and Air Quality (CMAQ) funds in the budget for new express routes that MCTS plans to start in January.

There is also \$2.6 million in zoo interchange litigation settlement funds in the budget.

Finally, the paratransit trip subsidy paid by Managed Care Organizations (MCO) increases by \$4.00 to \$16.55.

Managed Care Organization (MCO) Subsidy

As an operator of a transit system, Milwaukee County must provide paratransit or other special service to individuals with disabilities. In addition, ADA regulations specify that a transit provider may not limit the availability of complementary paratransit to eligible individuals. MCTS, through Transit Plus is required to always provide capacity for rider demand.

Under the 2015 transit budget, the paratransit fare is \$3.50 and the MCO rate is an additional \$16.55 producing a total cost of \$20.05 for a paratransit ride that is projected to cost up to \$32.98. The percent funded by the transit budget is then: 40%

MCOs are for the most part, federally funded, and have an option to use less expensive transportation service providers thereby providing the same trip for a client at a lower overall cost than using Transit Plus, Milwaukee County's Paratransit Program.

For comparison purposes, when a paratransit eligible member of the general public arranges their own ride and pays a fare of \$3.50 for a paratransit ride that is projected to cost up to \$32.98, the percent funded for this ride by the transit budget is then: 89%

In contrast, each fixed route transit ride is budgeted to generate revenue of \$1.10 for a ride that costs \$3.69, therefore the percent funded by the transit budget is: 70%

In the transit industry, a 30% farebox recovery rate is considered strong performance.

Congestion, Mitigation and Air Quality (CMAQ) improvement program Routes

A report titled: "Resolution Approving of CMAQ Funded Express Bus Routes and Changes in Local Routes 10, 14, 30 and 61" is scheduled to be presented to the Transportation, Public Works and Transit Committee (at this same meeting).

In addition, it is important to point out that Public Information meetings were held in September 2014 to inform the public about the changes associated with the CMAQ grant, and gauge community support for those changes. One meeting was held at the Central Library and it was attended by 22 individuals. A second meeting was held at the Center Street Library, which was attended by 10 individuals.

At each meeting, a PowerPoint presentation was given, and attendees were provided an opportunity to comment about the routes. In addition, attendees were provided with the MCTS web-address as well as phone numbers and mailing addresses for purposes of making others in the community aware of the opportunity to provide public comments regarding the proposed changes in the days and weeks following the Public Information Meetings:

- In total, over sixty (60) individuals provided feedback on the changes: there were twenty-seven online comments, eighteen in-person surveys, sixteen calls, one survey mailed back and one email comment.
- Most of the comments returned were in favor of or generally satisfied with the proposed changes; the majority of the people believe that their commute will be improved because of the changes.
- In general, customers calling in with questions about the changes seemed satisfied with the changes proposed once they understood how they would be affected.

Finally, customers that were not satisfied with the proposed changes did not like having to transfer buses – both convenience and passenger safety were mentioned as concerns.

MCTS M•CARDS (smart cards, fares and outlets)

The transition from paper fares (tickets, passes and transfers) to smart cards has been going well.

In July 2014, Commuter Value Passes were converted to smart cards.

In August 2014, UPASSs used by universities were converted to MCTS MCARDS and New Freedom Passes used by persons with disabilities were also converted to smart cards. In addition, some Milwaukee Public Schools (MPS) began to issue smart cards to their students.

On September 29, 2014, 1-day, 7-day and 31-day passes were made available to the general public at 24 retail outlets.

On October 13, 2014, stored value was offered to the general public for the first time at 55 outlet locations, instead of paper tickets. Stored value is the term used to describe the loading of \$2 to

October 16, 2014

Page 4

\$100 dollars on a smart card. As the card is used, an increment representing a reduced fare is deducted, and an electronic transfer is loaded on the card for those that need a second or third bus to reach their destination.

MCTS is planning an eventual build-out of about 100 stores in the MCARD reload network.

In the next couple of weeks, as more MCTS MCARDS are distributed into the community, MCTS will activate the ability for passengers to purchase 1-day passes from the farebox, with cash or stored value, provided that the passengers already have an MCARD in their possession.

Finally, there are two main steps that remain in the implementation of the fare collection system:

- Activation of the MCTS M•CARD internet portal to allow any passenger with a credit card to add a pass or value to a smart card from the transit system website; and
- Distribution of paper-based smart cards to replace paper tickets being used primarily by social service agencies and other non-profits.

MCTS is working with the vendor to finalize a timeline for these final two steps, after which paper transfers can be eliminated.

RECOMMENDATION

This report is for information purposes only.

Prepared by: Dan Boehm, Managing Director, MCTS

Approved by:



Brian Dranzik

Director, Department of Transportation

cc: Chris Abele, Milwaukee County Executive
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Raisa Koltun, Chief of Staff, Milwaukee County Executive Chris Abele
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive Chris Abele
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Fiscal and Budget Administrator, Department of Administrative Services
Anthony Geiger, Fiscal and Budget Analyst, Department of Administrative Services

By the Committee on Transportation, Public Works and Transit

1

2

File No. 14-788

3

4 (ITEM 42) A resolution to **RECEIVE AND PLACE ON FILE** (vote 7-0) an
5 informational report from the Director, Department of Transportation, dated
6 September 29, 2014, regarding Highway Billing Software Replacement.

7

8

9 srb

10 10/22/14

11 \\Fi01wpch\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-788 Highway Billing Software.docx

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: September 29, 2014

TO: Supervisor David Cullen, Co-Chair, Committee on Finance, Personnel and Audit
Supervisor Willie Johnson Jr., Co-Chair, Committee on Finance, Personnel and Audit

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Highway Billing Software Replacement – Status Report

POLICY

This report is for informational purposes only.

BACKGROUND

The 2014 Adopted Budget for Non-Departmental Revenues created the Milwaukee County Innovation Fund (Innovation Fund) for the purpose of providing resources for "...one-time projects that will enhance operational efficiencies, reduce ongoing operation or debt service costs, and improve service delivery and the County's long-term fiscal sustainability". File 14-290 adopted April 24, 2014 provided funding for DOT-Highways with \$688,000 for a Highway Billing Replacement Project.

The resolution under File 14-290 directs departments to provide a project status report in the October 2014 committee cycle.

STATUS

The project team, consisting of staff from both the DOT and IMSD, has completed documenting the current process flows and requirements necessary for the billing and reimbursement of maintenance performed by county labor forces on State Trunk Highways and Freeway.

The team is currently in the process of finalizing future state process flows and requirements that can be used in the development of a new work order and billing system for the Highway Operations Division.

In addition, the team is reviewing the software for the new system.

The process is expected to produce significant automation of manual billing processes and to allow Supervisors to accomplish almost real time entry of work effort from the field as well as to significantly reduce billing reimbursement lag time.

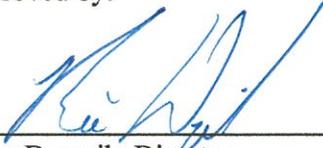
The project is anticipated to go live by the beginning of the year and is expected to be delivered within the available budget.

RECOMMENDATION

This report is provided for informational purposes unless otherwise directed.

Prepared by: Clark A. Wantoch, Director of Highway Operations, MCDOT

Approved by:



Brian Dranzik, Director
Department of Transportation

cc: Chris Abele, County Executive
Raisa Koltun, Chief of Staff, Office of the County Executive
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Budget Director, Department of Administrative Services
Laurie Panella, Interim Chief Information Officer, IMSD
Steve Cady, Research and Policy Director, Office of the Comptroller

By the Committee on Transportation, Public Works, and Transit

1
2
3
4
5
6
7
8
9
10
11
12
13

File No. 14-774

(ITEM 43) A resolution to **RECEIVE AND PLACE ON FILE** (vote 7-0) an informational report from the Director of Architecture, Engineering, and Environmental Services (AE&ES), Department of Administrative Services, dated September 29, 2014, regarding the 2014 Innovation Fund project to analyze the need for an upgrade or replacement of AE&ES's current project management software.

srb
10/22/14
\\Fi01wpchc\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-774 Innovation Fund Software Upgrade.docx

14-774
+PWT

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

Date: September 29, 2014

To: Supervisor Michael Mayo, Chairman
Transportation, Public Works and Transit Committee

From: Greg High, Director, AE&ES Section, DAS-FM

Subject: **Status Update Regarding the Innovation Fund Allocation to DAS-Facilities Management-AE&ES Section For Information Only**

BACKGROUND

The 2014 Adopted Budget required that funding be provided to the Milwaukee County Innovation Fund (Innovation Fund) to provide resources for one-time projects that "...will enhance operational efficiencies, reduce ongoing operating or debt service costs, and improve service delivery and the County's long-term fiscal sustainability". A workgroup was created, made up of representatives of the County Board of Supervisors, the Office of the Comptroller, and the Department of Administrative Services, to solicit and evaluate projects to be financed from the Innovation Fund. The workgroup met in January of 2014 to develop evaluation criteria, solicited project ideas from departments in February, and completed its analysis and review of requested projects. In April of 2014, the Director of the Office of Performance, Strategy and Budget, Department of Administrative Services, on behalf of the Innovation Fund Workgroup, submitted a resolution to the County Board that recommended allocation of funding for Innovation Fund projects, authorized the creation of new capital projects, and authorized necessary fund transfers. The County Board approved this resolution (File No. 14-290).

The resolution required that for Tier One projects the recipient department is required to provide an informational report on the project to that department's policy oversight committee and to the County Executive no later than the October 2014 cycle of the Milwaukee County Board. The report shall include information about the progress towards implementation, improvements in service realized, operating budget impacts, and any other relevant information.

The AE&ES Section of DAS-Facilities Management Division received a Tier One project titled Project Management Software with a funding allocation of \$200,000.

PROGRESS OF THE PM SOFTWARE PROJECT SINCE MAY 2014

In May of 2014 AE&ES received authority to pursue upgrade or replacement of the project management (PM) software currently used to manage the AE&ES capital budget projects. This software provides project lifecycle management for capital planning, project delivery, cost control, and facilities and real estate management and governance across all project phases, from planning and building to operations and maintenance, integrating critical business processes, data, and documents across the organization.

It came to our attention that the recent Interim Director of the County's Community Business Development Partners Division, Dr. Ruben Anthony, has experience and expertise in conducting an RFP process for similar software with the State of Wisconsin. Based on the proposal submitted by Dr. Anthony's consulting firm RowJAC Consulting, LLC. and his knowledge of County contracting practices and regulations, we retained them to assist AE&ES Section in development and evaluation of an RFP soliciting proposals to provide replacement or upgrade of the current project management software (Primavera Contract Manager, ver. 12.0, 2008).

Our approach to implementing new PM software or upgrading the existing software was to first conduct a needs analysis for the AE&ES project managers. During the initial meetings with County stakeholders, it became clear that there was interest in this type of software in other divisions and departments within the County, including Transportation Services, Airport Administration, IMSD and CBDP. At this time the interview process has been completed and the consultant has submitted a draft needs analysis report.

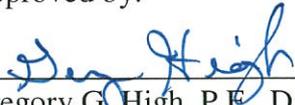
NEXT STEPS

At this point the project is still in development. The inclusion of outside divisions and departments into the needs analysis has required more time and resources but we feel it is in the best interest of the County to attempt to include more users if feasible. This need for extra project implementation time may also work out for the best, since the overall computer upgrades within AE&ES will be occurring in November and December of this year. We anticipate that by the time the new PM software is installed, any integration issues between the new County overall hardware and software and the PM software can be accounted for.

The next steps include:

- Software Evaluation
- System Requirements
- Feasibility of RFP vs Purchase Off GSA Price List
- Recommendation on Implementation
- Purchase of the Software and Implementation
- Training of Project Management Staff

Approved by:



Gregory G. High, P.E., Director
AE&ES Section, DAS-FM Division

Attachment: Draft Needs Analysis for AE&ES Section, DAS-FM

cc: County Executive Chris Abele
Raisa Koltan, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Joshua Fudge, Director, Office of Performance, Strategy and Budget, DAS

Needs Analysis

Architecture, Engineering & Environmental Services – DAS-FM

Table of Content

Project Background	2
Project Life Cycle	3
Method Used	4
Early Observations	4
Early Findings	5
Preliminary Software Review	6
Next Step	7

Project Background:

In April of 2014 the Milwaukee County Board provided funds for a one-time project to enhance operational efficiencies, reduce debt service costs, and improve service delivery and enhance the County's long-term fiscal sustainability. The County Board allocated funding to the Architecture, Engineering and Environmental Services (AE&ES) Section of DAS-FM Division to investigate the need for an upgrade or replacement of the project management (PM) software that is currently being used by AE&ES to manage projects. AE&ES has retained RowJAC Consulting LLC to conduct a needs study to determine whether it would be more cost effective to either upgrade or replace the existing Oracle Contract Manager software.

The AE&ES section has been a long time user (since 1995) of Oracle's Contract Manager and the system has worked well, but their current version, 12.1, is outdated and somewhat obsolete. Several updated versions are now available including a new platform called Oracle Unifier. The needs analysis will examine this and other software and determine which software is a best match for the AE&ES section. This effort will include talking to other divisions to ensure that an enterprise solution is selected. It would be ideal to select a software that has utility for other divisions and departments and allow integration of information and reconciliation with other systems when possible. Over the years Oracle Contract Manager has been used by a wide variety of professionals in the AE&ES section, but there is a need for a more dynamic project management solution where the end user can easily change reports and customize transactions as their needs evolve. There is also a need to have a host of cost effective training options.

Transitioning to a new system may present a host of challenges including training, possible hardware upgrades and data migration. While the AE&ES section is at a crossroad exploring a replacement or an upgrade, the current version of Contract Manager has become obsolete. This work evaluates how the current project management software is currently being used. The desired goal is to develop a user profile for the AE&ES section that will describe how contract and project management is currently being performed.

The user's needs analysis is an important first step in the process of developing a purchase agreement, and determining the resources necessary to upgrade or replace an existing software system. The user's needs analysis highlights new opportunities, uncovers unmet user needs, identifies issues with existing products, and identifies new solutions. The AE&ES users have an understanding of how Contract Manager is actual being used and they have practical ideas for how the system should be improved. By undertaking a user needs analysis, AE&ES will have a better understanding of the goals and needs of Contract Manager users and will be able to identify a set of requirements to be included in an RFP or other forms of solicitation. An understanding of user needs will allow for the implementation of the best practices in the upgrade or replacement of the system.

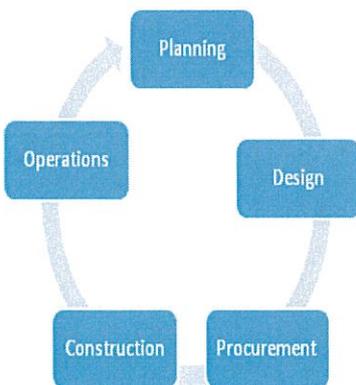
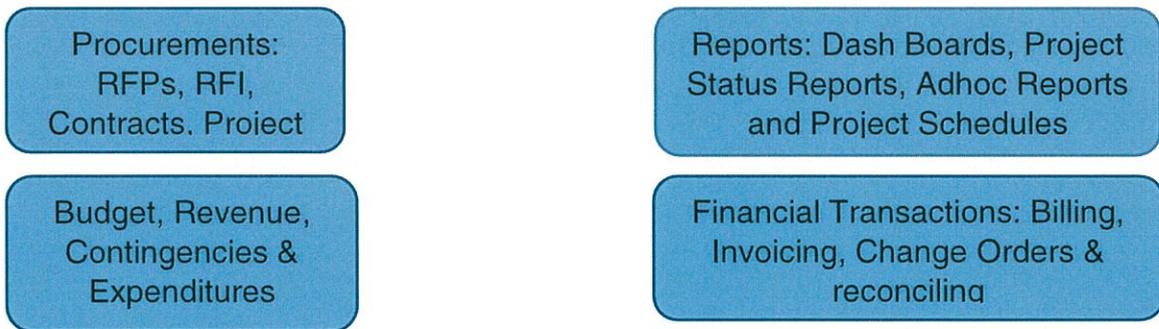
Project Life Cycle:

The AE&ES is involved with projects throughout the entire project life cycle. They are involved from the conceptualization stage, financing, planning, design, procurement, construction and operation. Staff are involved in sharing, managing and creating information throughout this life cycle. There is a need to have access to information to manage resources, communicate and ensure that projects are properly progressing towards completion in accordance to rules, regulations, plans and specifications.

Across the project life cycle AE&ES staff have varying roles. Some set up the project to get them started by assigning identification numbers, some enter project budget information and some manage the entire project and some manage groups of projects at the micro level requiring them to manage the project level details. Some manage projects from a macro level where they are only concerned with dashboards and milestones that give an indication of whether projects are on time and on budget. As result there is a need for a system that is robust enough to accommodate the variant vantage points of each user.

Document Access, Control & Management

AE&ES Project Life Cycle



Contract Management, Tracking & Reporting

Method Used:

The user's needs analysis was conducted through the use of anecdotal analysis. This entailed meeting and interviewing small groups and individual to discuss where they fit in the project life cycle and the role that they play in managing county projects. During the interview process the users related their experiences with using Contract Manager. They discussed what is working well and what needs improvement. After these experiences were gathered, the interview data was reviewed to detect consistent themes. When many of the users identify the same problems or themes, this is validation that the issue or theme is worth exploring to see if it is pervasive. As result, a set of user needs has been established.

Interviews:

The first meeting was with the AE&ES managers and the project Sponsor Greg High to discuss the scope of the project and to get their feedback about how project management is occurring and how Contract Manager is being used in the AE&ES section. Overall, the managers stressed that Contract Manager is currently being used in numerous ways.

At the onset, Primavera-P3 (scheduling component) was also used, but was found to be cumbersome for the size of projects that are managed by AE&ES staff.

Many of the AE&ES project managers are managing smaller projects (\$50,000 to \$150,000) that do not require the use of a complex project management system. Most of the larger projects are being managed by consultants and they have been responsible for project schedules. However, there is a need for a project management tool that is more appropriate for managing groups of small projects and there is a need for tracking, monitoring and reporting throughout the entire life cycle of each project (i.e. dash board management).

The second interview was held with Sandy Pipoly. Ms. Pipoly is the Primavera-Contract Manager subject matter expert in the section. Other interviews were conducted with the following project managers and fiscal staff: James Zsebe, Kathy Angeli, Julie Bastin, David Gulgowski, Gary Drent and Ed Baisch. In regards to enterprise management, interviews have been conducted with IMSD, WisDOT and the GMIA airport to discuss the scope of the project and to determine the utility of Oracle Contract Manager. Meetings have also been held with the Community Business Development Partners (CBDP) and the Department of Transportation (MCDOT).

Early Observation:

The majority of the Contract Manager software users are most concerned with the contract management aspects of Primavera (Contract Manager). Their work requires that they be able to get progress and expenditure information from the start of the project to its conclusion. They are concerned with knowing that they are getting the most accurate information from Contract Manger and that the information is reconciled with Advantage, the County's financial system. There is also a need for retrieved data to

be “tagged” to indicate when it was most recently updated. Currently the data retrieved from the system is stamped with the retrieval date which may not represent when the last update occurred. The preliminary analysis also show that project tracking, monitoring and reporting is a very high priority.

Early Findings:

AE&ES needs a project/contract management solution for the entire life cycle of architecture and engineering projects. The system should compliments AE&ES's workflow.

- 1) The system must be flexible to meet a multitude of user needs. Some are using contract manager to do contract administration, some are using it for project management and some are using it to track payments from planning to construction.
- 2) Several projects are financed with multiple funding sources (color of money). There is a need to track and make sure that funds from a variety of funding sources are managed correctly throughout each project's life cycle.
- 3) There is a need for executive reporting across Departments with dashboards and other metrics. The information provided in the dash boards should be as real-time as possible. The dashboard should show project progress by funding sources and should also track and display project managers' performance on multiple projects.
- 4) The system should be able to correlate project status (on-time, on-budget) per project manager; this would allow for a comparative analysis by Unit Managers and assist with workload management.
- 5) The system should have the capability to “drill down” and get information on all projects and there should be a date stamp indicating when it was last updated.
- 6) Staff should be able to view past, current and future commitments and change actions throughout each project's life cycle and the data should be date stamped indicating when it was last updated.
- 7) A project manager should be able to look across multiple projects with ease. This “cross project” reporting functionality should be available through a single easy to use interface.
- 8) AE&ES needs a good inventory of customized application or a process for easy customization. There is a desire to customize reports so that they look a lot more like those that come out of advantage.
- 9) The system should keep an audit trail of when documents are uploaded.

- 10) There is a need for project management protocols that recognizes that small projects should not require the same level of effort, in regards to scheduling, as larger ones. The use of scheduling software may not be efficient for all projects.
- 11) No one is using the Oracle P6 Software; there is a dependence on consultants to provide schedules and to manage the details of those projects.
- 12) The system should be backward compatible and brings forward files from the County's current version of Primavera so that the County's current investment is not lost.
- 13) The system must work well with other systems (interoperable). System should have an open architecture (it should be an Enterprise Solution).
- 14) The system should be able to start action items and manage project issues.
- 15) The system should link all commitments with funding sources.
- 16) There is a need for an economical training resource.
- 17) There is a question about who should be entering project data into the system. Should consultant/contractors enter data? Some entities require the consultant/contractor to enter the data.

Preliminary Software Review

At this point six software packages have been reviewed: E-Builder, Prolog, Newforma, Asta Power Projects, Oracle Unifier and Smart Sheets. In the second phase of the study, these and other soft wares will be looked at in greater detail.

- 1) **E – Builders** - On August 13, RowJAC had an internet presentation by Ivan Matovu. E-builder appears to be a very strong tool for managing projects that have multiple funding sources. It allows you to view data from various sources and mark- up files without having to have the software. It has the ability to track budgets at all phase of a project from design through construction and has a dash board reporting function.
- 2) **Prolog (Building Point Midwest)** – RowJAC has been in discussion with Mike Young from Prolog; it is construction project management software for contractors and AEC firms and provides a complete system of record for managing project information, from the field to the back office. Prolog is built for project managers accountable for construction costs, scope and schedules, and for project teams responsible for the successful delivery of projects.
- 3) **Newforma** - RowJAC had a conference call with Ryan Sullivan on July 25th. Newforma sits on their server. It does document management and contract changes throughout the construction phase of a project. It allows Information and plan marks up. However, it does not do budgeting or invoicing.

- 4) **Asta Power Projects** – RowJAC contact Rusty Hamilton on August 18th. RowJAC participated in a webinar and provided was provided access to some You Tube Lessons. It is user-friendly project management software that is primarily used for project scheduling. It is a more simple form of Primavera P6.
- 5) **Primavera Unifier**– RowJAC Called Mat Petrauskas on August 7th, August 19th and sent email on August 25th. I was told that he no longer works at Oracle. RowJAC also talked to Parvez from Oracle and he arranged for an Oracle representative to call me back on 8/25/14. RowJAC has established contact with Oracle.

On August 28, 2014 RowJAC connected with Mark Jakoski from Oracle and he explained that there were numerous changes at Oracle, but they are interested in discussing how Oracle may be able to help Milwaukee County. They are prepared to come and present their product. RowJAC had a scheduled conference call with them on September 9, 2014.

- 6) **Smart Sheets** - On August 7, RowJAC contacted Annika Van Dam and she demonstrated Smart Sheets. It is a very easy to use as a scheduling tool. It can work with Primavera files. This may be a more economical option for small project management. It is a more simple form a Primavera P6.

Next Steps:

- Completion of the First Phase Report by October 24, 2014
- Phase 2 -Software Evaluation will start on October 27th and conclude on November 17th
- Phase 3 -System Requirement swill start on November 18th and conclude on December 5th.
- Phase 4 -Feasibility of RFP vs Purchase off GSA Price List – will start on December 6th and Conclude on December 15th.
- Phase 5 -Recommendation on Implementation – January 2015.
- Phase 6 -Purchase of the Software and Implementation – February 2015.
- Phase 7 -Training of Project Management Staff – Dates to be established with vendors in the Spring of 2015.

1 Supervisor Michael Mayo, Sr., Chairperson,
2 From the Committee on Transportation, Public Works, and Transit, reporting on:

3
4 File No. 14-768
5

6 (ITEM 44) From the Director, Department of Transportation, and the Interim Airport
7 Director, requesting authorization to enter into a Building Lease Agreement with
8 HMSHost, Host International, Inc., for the lease of 2,300 square feet of building space at
9 Milwaukee County's MKE Regional Business Park for a term of one year effective
10 November 1, 2014, and ending October 31, 2015, with four one-year mutual renewal
11 options, by recommending adoption of the following:

12
13 **A RESOLUTION**
14

15 WHEREAS, HMSHost, Host International, Inc., wants to enter into a Building
16 Lease Agreement with Milwaukee County for kitchen space located in a building at
17 Milwaukee County's MKE Regional Business Park at General Mitchell International
18 Airport; and

19
20 WHEREAS, HMSHost, Host International, Inc., intends to use the approximately
21 2,300 square-foot area for a food preparation production facility as well as allowing their
22 Disadvantaged Business Enterprise Partner the space and ability to produce pastry
23 items for the Airport as well as beyond; now, therefore,

24
25 BE IT RESOLVED, that the Director, Department of Transportation, and the
26 Interim Airport Director are hereby authorized to enter into a Building Lease Agreement
27 with HMSHost, Host International, Inc., effective November 1, 2014, for the lease of
28 approximately 2,300 square feet of space (6095 South Jasper Avenue) at Milwaukee
29 County's MKE Regional Business Park, under the following terms and conditions:

- 30
31 1. The term of the triple net Lease Agreement shall be for one year, effective
32 November 1, 2014, and ending October 31, 2015, with four one-year mutual renewal
33 options.
34
35 2. Any furniture, kitchen equipment, or any other material identified in the building will
36 be inventoried and made available to HMSHost, Host International, Inc., at no
37 charge, to be returned at the conclusion of the lease in normal wear and tear
38 condition.
39
40 3. Rental for the approximately 2,300 square feet of space in the building will be
41 established at: \$8.00 per square foot, for an approximate total of \$18,400 for the first
42 year of the lease. This rental rate was established from a recommended lease
43 appraisal report that contained information for similar space in the surrounding area.
44 An option to extend the lease term for four additional one-year terms shall be at an
45 agreed-upon amount at the then-prevailing market rate.
46

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/25/14

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AND
HMSHOST, HOST INTERNATIONAL, INC.**

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
(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
Operating Budget	Expenditure		
	Revenue	3,067	18,400
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

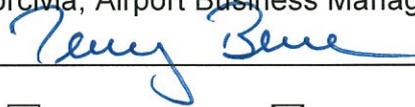
In the space below, you must provide the following information. Attach additional pages if necessary.

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

Annual rental revenue will be \$18,400.00 for the first year of the agreement. An option to extend the lease for four (4) additional one (1) year terms shall be at an agreed upon amount at the then prevailing market rate. There is no tax levy impact.

Department/Prepared By Ted Torcivia, Airport Business Manager

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CDBP Review?²

Yes

No

Not Required

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

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

1
2
3 (ITEM 45) From the Director, Department of Transportation, and the Interim Airport
4 Director, requesting authorization to enter into a Building Lease Agreement between
5 Milwaukee County and Sleep Environment Innovations, LLC, for the lease of 2,500
6 square feet of building space at Milwaukee County's MKE Regional Business Park
7 effective November 1, 2014, and ending October 31, 2017, with one two-year mutual
8 renewal option, by recommending adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, Sleep Environment Innovations, LLC, wants to enter into a Building
13 Lease Agreement with Milwaukee County for a light manufacturing/office building at
14 Milwaukee County's MKE Regional Business Park at General Mitchell International
15 Airport; and
16

17 WHEREAS, Sleep Environment Innovations, LLC, intends to use the
18 approximately 2,500-square-foot area for light manufacturing, research and
19 development, and office space related to their operations; now, therefore,
20

21 BE IT RESOLVED, that the Director, Department of Transportation, and the
22 Interim Airport Director are hereby authorized to enter into a Building Lease Agreement
23 with Sleep Environment Innovations, LLC, effective November 1, 2014, for the lease of
24 approximately 2,500 square feet of space (6030 South Jasper Avenue) at Milwaukee
25 County's MKE Regional Business Park, under the following terms and conditions:
26

- 27 1. The term of the triple net Lease Agreement shall be for three years, effective
28 November 1, 2014, and ending October 31, 2017, with one two-year mutual renewal
29 option.
30
- 31 2. Any furniture, office equipment, or any other material identified in the building will be
32 inventoried and made available to Sleep Environment Innovations, LLC, at no
33 charge, to be returned at the conclusion of the lease in normal wear and tear
34 condition.
35
- 36 3. Rental for the approximately 2,500 square feet of space in the building will be
37 established at \$5.50 per square foot for an approximate total of \$13,750 for the first
38 year of the lease. This rental rate was developed by comparison and blending of
39 appraisal information for similar light manufacturing/office space in the surrounding
40 area. An option to extend the lease term for one additional two-year term shall be at
41 an agreed-upon amount at the then-prevailing market rate.
42
- 43 4. The Lease Agreement shall contain the current standard insurance and
44 environmental language for similar agreements. Under these terms of this triple net
45 Lease Agreement, Sleep Environment Innovations, LLC, will be responsible for the
46 cost of insurance, utilities, and common area maintenance charges.
47

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/25/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AND SLEEP ENVIRONMENT INNOVATIONS, LLC

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	2,292	13,750
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		.
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

Annual rental revenue will be \$13,750.00 for the first year of the agreement. An option to extend the lease for one (1) additional two (2) year term shall be at an agreed upon amount at the then prevailing market rate. There is no tax levy impact.

Department/Prepared By Ted Torcivia, Airport Business Manager

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CDBP Review?²

Yes

No

Not Required

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

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

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
39

(ITEM 46) From the Director, Department of Transportation, and the Interim Airport Director, requesting authorization to enter into a License Agreement between Midwest Airlines, Inc., and DHL Express (USA), Inc., (DHL) at General Mitchell International Airport (GMIA) for the license of cargo ramp space from Midwest to DHL to allow DHL to perform scheduled air cargo services to and from GMIA, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on May 12, 1988, Milwaukee County entered into Airport Agreement No. AC-965 with Midwest Airlines, Inc., (Midwest) for the lease of land adjacent to the air cargo ramp at General Mitchell International Airport (GMIA) on which to operate and maintain an aircraft hangar and corporate office facility; and

WHEREAS, Midwest is now requesting in accordance with Paragraph 11 of Airport Agreement No. AC-965 to license a portion of its preferential cargo ramp to DHL Express (USA), Inc. (DHL), so DHL may perform scheduled air cargo services to and from GMIA; and

WHEREAS, DHL is a global postal and logistics group internationally transporting air cargo; and

WHEREAS, DHL service from and to Milwaukee will be a part of their domestic service to the United States; and

WHEREAS, the flight operations of DHL will be conducted through arrangements with the certificated airlines of ABX Air and Southern Air Cargo; now, therefore,

BE IT RESOLVED, that the Director, Department of Transportation, and the Interim Airport Director are hereby authorized to approve the License Agreement between Midwest Airlines, Inc., and DHL Express (USA), Inc. (DHL), to allow DHL the use of Midwest's cargo ramp for scheduled air cargo services.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/29/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: LICENSE AGREEMENT BETWEEN MIDWEST AIRLINES, INC., AND DHL EXPRESS (USA), INC., AT GENERAL MITCHELL INTERNATIONAL AIRPORT (GMIA)

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
(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
Operating Budget	Expenditure		
	Revenue	0	0
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

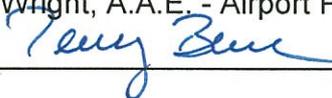
In the space below, you must provide the following information. Attach additional pages if necessary.

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

The license of space from Midwest Airlines, Inc. to DHL Express (USA), Inc. will have no fiscal effect upon the Airport. The airport will receive additional revenues from DHL through the various user fees per Milwaukee County Code of General Ordinances Chapter 4.11. There is no tax levy impact upon Milwaukee County.

Department/Prepared By Steven Wright, A.A.E. - Airport Properties Manager

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

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

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

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

(ITEM 47) From the Director, Department of Transportation, and the Interim Airport Director, requesting authorization to enter into a License Agreement between Midwest Airlines, Inc., and United Parcel Service, Inc. (UPS), at General Mitchell International Airport for the use of Midwest's cargo ramp to accommodate additional activity during UPS's peak season, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on May 12, 1988, Milwaukee County entered into Airport Agreement No. AC-965 with Midwest Airlines, Inc., (Midwest) for the lease of land adjacent to the air cargo ramp at General Mitchell International Airport (GMIA), on which to operate and maintain an aircraft hangar and corporate office facility; and

WHEREAS, Midwest is now requesting in accordance with Paragraph 11 of Airport Agreement No. AC-965 to license a portion of its preferential cargo ramp to United Parcel Service, Inc. (UPS), so UPS may perform additional scheduled air cargo services to and from GMIA; and

WHEREAS, UPS is currently a signatory cargo airline in Milwaukee and is requesting the temporary use of Midwest's cargo ramp to accommodate additional activity during its peak delivery season; now, therefore,

BE IT RESOLVED, that the Director, Department of Transportation, and the Interim Airport Director are hereby authorized to approve the License Agreement between Midwest Airlines, Inc., and United Parcel Service, Inc. (UPS), to allow UPS the use of Midwest's cargo ramp to accommodate additional activity during its peak delivery season.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/29/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: LICENSE AGREEMENT BETWEEN MIDWEST AIRLINES, INC., AND UNITED PARCEL SERVICE, INC., AT GENERAL MITCHELL INTERNATIONAL AIRPORT (GMIA)

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
(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
Operating Budget	Expenditure		
	Revenue	0	0
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

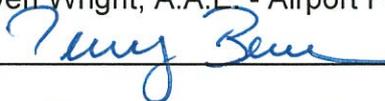
In the space below, you must provide the following information. Attach additional pages if necessary.

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

The license of space from Midwest Airlines, Inc. to United Parcel Service, Inc. will have no fiscal effect upon the Airport. The airport will receive additional revenues from UPS through the various user fees per Milwaukee County Code of General Ordinances Chapter 4.11. There is no tax levy impact upon Milwaukee County.

Department/Prepared By Steven Wright, A.A.E. - Airport Properties Manager

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

1
2
3 (ITEM 48) From the Milwaukee County Comptroller, requesting authorization to
4 make changes to the General Resolution authorizing the issuance of Airport Revenue
5 Bonds, Section 7.8, to increase the time period for filing audited financial statements,
6 and to clarify the role of the Auditor, by recommending adoption of the following:

7
8 **MILWAUKEE COUNTY**
9 **WISCONSIN**

10
11 **RESOLUTION SUPPLEMENTING**
12 **GENERAL BOND RESOLUTION AUTHORIZING THE**
13 **ISSUANCE OF AIRPORT REVENUE BONDS**

14
15 **Adopted _____, 2014**
16

17
18 WHEREAS, on June 22, 2000, the Milwaukee County Board of Supervisors
19 adopted a resolution entitled "General Bond Resolution Authorizing the Issuance of
20 Airport Revenue Bonds" (the "General Resolution"); and

21
22 WHEREAS, Section 7.8 of the General Resolution requires Milwaukee County
23 ("the County") the County to keep proper books and accounts relating to the Airport
24 System, to cause such books and accounts to be audited annually by a recognized
25 independent firm of certified public accountants (the "Auditor"), and to have the Auditor
26 state whether in the course of its examination any default by the County came to the
27 attention of the Auditor; and

28
29 WHEREAS, Section 7.8 is unclear as to the nature of the statement required to
30 be provided by the Auditor and the extent of the review the Auditor is required to
31 undertake to provide the statement; and

32
33 WHEREAS, Section 9.1(iii)1. of the General Resolution permits the County from
34 time to time, without the consent of any Bond Owner, to adopt a Supplemental
35 Resolution to cure or correct any ambiguity, defect, or inconsistency in the General
36 Resolution; and

37
38 WHEREAS, it is in the best interest of the County to cure the ambiguity that
39 exists as to the Auditor statement required by Section 7.8 of the General Resolution;
40 and

41
42 WHEREAS, Section 7.8 of the General Resolution also provides that the County
43 is to file its audited financial statements with the Trustee within 180 days after the end of
44 each Fiscal Year; and

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

WHEREAS, it is in the best interest of the County to extend the deadline for filing the audited financial statements from 180 days to 270 days in order to ease the burden of compliance and to make the deadline for filing the audited financial statements with the Trustee consistent with the filing deadline for the County's continuing disclosure reports; and

WHEREAS, Section 9.1(iii)6. of the General Resolution permits the County from time to time, without the consent of any Bondowner, to adopt a Supplemental Resolution to make a change in the General Resolution which will not, in the opinion of the Trustee, have a material adverse impact on the interests of the Owners of the Bonds; and

WHEREAS, U.S. Bank National Association, as Trustee, has concluded, based on the information provided to it as to the effect of the proposed change and the related certificate provided to it by the County, that the proposed change to the deadline for filing the County's audited financial statements will not have a material adverse impact on the Bond Owners, and concurs with both of the changes to the General Resolution described above; now, therefore,

BE IT RESOLVED, the County Board of Supervisors of Milwaukee County, Wisconsin, does resolve that:

Section 1. Amendment of Section 7.8 of General Resolution. Section 7.8 of the General Resolution is amended to read as follows:

Section 7.8 Books of Account, Annual Audit. The County shall keep proper books and accounts relating to the Airport System and shall cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants, and within ~~one hundred eighty (180)~~ two hundred seventy (270) days after the end of each Fiscal Year, the County shall file such audited financial statement with the Trustee. In addition to other matters required by law or sound accounting or auditing practice, the financial statement shall cover the transactions in the funds and accounts held by the Trustee or County under this Resolution. The report of the auditor shall state whether, in the course of examining the books and accounts relating to the Airport System which it would customarily examine in the course of preparing the audited financial statement required by this Section, there has come to the attention of the auditor ~~in the course of its examination~~ any default by the County with respect to the Resolution or the Bonds and, if so, the nature of the default.

Section 2. Definitions. Unless otherwise provided, all capitalized terms used in this Supplemental Resolution shall have the meanings given them in the General Resolution.

Section 3. Effect of Supplemental Resolution. This Supplemental Resolution shall be effective upon its adoption by the County Board and the written concurrence of the

91 Trustee (as required by Section 9.1 of the General Resolution). Except as specifically
92 amended by the terms of this Supplemental Resolution, the General Resolution shall
93 remain in full force and effect.

94

95 ; and

96

97 BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to send
98 certified copies of this Resolution to Co-Bond Counsel for the County, Quarles & Brady
99 LLP, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Brian G.
100 Lanser, and Crump Law Firm, LLC, 6114 West Capitol Drive, Suite 200, Milwaukee,
101 Wisconsin 53216, Attention: Lafayette Crump, and to the Office of the Comptroller, 901
102 North 9th Street, Room 301, Milwaukee, Wisconsin 53233, Attention: Pamela Bryant.

103

104

105 srb

106 10/31/14

107 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-800 general bond resolution.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/10/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Changes to the General Resolution Authorizing the Issuance of Airport Revenue Bonds

FISCAL EFFECT:

- | | |
|---|--|
| <input 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 checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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
Operating Budget	Expenditure	8,550	0
	Revenue	0	0
	Net Cost	8,550	0
Capital Improvement Budget	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.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Office of the Comptroller is requesting approval of the attached resolution that amends Section 7.8 of the General Resolution Authorizing the Issuance of Airport Revenue Bonds (General Resolution) as follows:

- Change the time period for submitting the County's audited financial statements (Comprehensive Annual Financial Report) from 180 days to 270 days. This will ease the burden of compliance and make the deadline for filing the audited financial statements with the Trustee consistent with the filing deadline for the County's continuing disclosure reports.
- Clarify the nature of the statement required to be provided by the Auditor and the extent of the review the Auditor is required to undertake to provide the statement by limiting the review to the information in the course of examining the books and accounts relating to the Airport System.

B. The estimated cost is \$8,550 for time for researching the issue, preparing documents and negotiating with the trustee and other parties for the agreed upon language. The Office of the Comptroller budgeted \$11,500 in Org 1987 – Debt Issue Expense that will be used to pay for these costs.

C. Not applicable.

NOV 11 2014
COUNTY BOARD

2014 OCT 10 PM 4:15

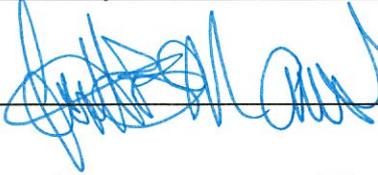
¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

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

Department/Prepared By

Pamela Bryant

Authorized Signature



Did DAS-Fiscal Staff Review?

Yes

No

Did CBDP Review?²

Yes

No

Not Required

From the Committee on Transportation, Public Works, and Transit

File No. 14-767

(ITEM 49) From the Director of the Department of Transportation, requesting approval of new transit service to operate Route 61 (Appleton – Keefe) between Milwaukee and Menomonee Falls, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Milwaukee County Transit System (MCTS) previously informed the Milwaukee County Board of Supervisors of the lawsuit linked to the Zoo Interchange, and ensuing settlement agreement between the State of Wisconsin Department of Transportation (WisDOT) and plaintiffs, Black Health Coalition of Wisconsin (BHCW) and Milwaukee Inner City Congregations Allied for Hope (MICAH); and

WHEREAS, the settlement agreement between WisDOT and the plaintiffs makes \$2.875 million available to MCTS annually from 2014 to 2018 for new local or express routes, or extensions of existing transit services from Milwaukee to locations with high job concentrations west, northwest, or southwest of the City; and

WHEREAS, pursuant to agreement with the plaintiffs, MCTS proposes to operate Route 61 (Appleton – Keefe) between Milwaukee and Menomonee Falls; and

WHEREAS, expenditures related to this project are covered by revenues resulting from the settlement agreement; and

WHEREAS, transit services will be a combination of regular seven-day-a-week-all-day service along with an extension to the Germantown Industrial Park to accommodate some shift-changes; now, therefore,

BE IT RESOLVED, that Milwaukee County Transit System Route 61, which will expand employment opportunities for residents of central Milwaukee County, is approved.

srb
10/30/14

\\Fi01wpchc\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-767.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/29/14

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT: Resolution Approving of New Transit Service - Route 61
(Appleton – Keefe)**

FISCAL EFFECT:

- | | |
|---|--|
| <input 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 checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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 checked="" 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
Operating Budget	Expenditure	0	1,544,000
	Revenue	0	1,544,000
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

- A. A settlement agreement between WisDOT and plaintiffs (Black Health Coalition of Wisconsin) and Milwaukee Inner City Congregations Allied for Hope) makes \$2.875 million available to the MCTS annually from 2014 to 2018 for improving transit access to jobs.
- B. No net fiscal impact in current budget year. 2015 Operating budget has taken into account the revenues/expenditures associated with the settlement agreement routes.
- C. No net fiscal impact in current year. Funding is included in 2015 operating budget..
- D. No assumptions or interpretations.

Department/Prepared By MCDOT

Authorized Signature _____



Did DAS-Fiscal Staff Review?¹

Yes No

Did CBDP Review?²

Yes No Not Required

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

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

1
2
3 (ITEM 50) From the Director, Department of Transportation, requesting modifications
4 of Congestion Mitigation and Air Quality Improvement Program funded express bus
5 routes and changes in local routes 10, 14, 30, and 61, by recommending adoption of the
6 following:

7
8 **A RESOLUTION**
9

10 WHEREAS, in June 2013, Milwaukee County submitted two applications for
11 Congestion Mitigation and Air Quality Improvement Program funded projects to
12 introduce three new express bus routes to the transit network; and
13

14 WHEREAS, Milwaukee County was awarded a total of \$17,161,150 for these
15 services, of which \$5.7 million has been included in the 2015 transit operating budget;
16 and
17

18 WHEREAS, the corridors in which these routes will operate serve major trip
19 generators and have been identified as in need of higher speed transit in the Milwaukee
20 County Transit Development Plan prepared by the Southeastern Wisconsin Regional
21 Planning Commission; and
22

23 WHEREAS, implementation of the new express bus services necessitates
24 changes to local bus routes to ensure that all transit corridors currently being served
25 can continue to receive similar, if not improved, levels of local or express transit bus
26 service; and
27

28 WHEREAS, if approved, the Milwaukee County Transit System will implement
29 these changes in January 2015, and maps of recommended changes were included
30 with the Committee report; now, therefore,
31

32 BE IT RESOLVED, that Congestion Mitigation and Air Quality Improvement
33 Program funded express bus routes, and changes in local routes 10, 14, 30, and 61 to
34 facilitate the efficient and effective delivery of transit services to passengers in heavily-
35 traveled transit corridors is approved.
36

37
38 srb
39 10/30/14

40 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-769.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 9/29/14

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Resolution Approving of CMAQ Funded Express Bus Routes and Changes in Local Routes 10, 14, 30 and 61

FISCAL EFFECT:

- | | |
|---|--|
| <input 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 checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" 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 checked="" 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
Operating Budget	Expenditure	0	5,700,000
	Revenue	0	5,700,000
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

A. In June 2013, Milwaukee County submitted two applications for Congestion Mitigation and Air Quality Improvement Program (CMAQ) funded projects to introduce three (3) new express bus routes to the transit network. Milwaukee County was awarded a total of \$17,161,150 for these services, of which \$5.7 million has been included in the 2015 transit operating budget. Implementation of the new Express bus services necessitate changes to local bus routes to ensure that all transit corridors currently being served can continue to receive similar, if not improved levels of local or express transit bus service.

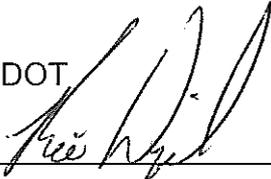
B. No net fiscal impact in current budget year. 2015 Operating budget has already taken into account the revenues, expenditures and local matches necessary for acceptance of the CMAQ Grant and implementation of new express bus routes, and associated local transit service changes.

C. No net fiscal impact in current year. Grant funding is included in 2015 operating budget.

D. No assumptions or interpretations.

Department/Prepared By MCDOT

Authorized Signature _____



Did DAS-Fiscal Staff Review?¹

Yes

No

Did CBDP Review?²

Yes

No

Not Required

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

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

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
39
40
41
42
43
44

(ITEM 51) A resolution/ordinance by Supervisors Jursik, Mayo, Sr., Borkowski, Dimitrijevic, Broderick, and Haas amending Chapter 63 of the Milwaukee County Code of General Ordinances relating to disorderly conduct concerning transit services in Milwaukee County, by recommending adoption of the following:

A RESOLUTION/ORDINANCE

WHEREAS, certain individuals in the community have recently attempted to restrict access by Milwaukee County transit buses in roadways and parking lots otherwise open to the public or open to delivery vehicles; and

WHEREAS, with more than 36 million revenue passengers in 2013, Milwaukee County's transit system is the largest in the State, serving the State's largest urban area and its residents, who rely heavily on mass transit, making mass transit and the safety and wellbeing of mass transit users in Milwaukee County a matter of local concern; and

WHEREAS, the ability of the County and State governments to impose traffic control and other restrictions upon private parking lots or roadways held out for use of the general public, in order to promote safety and wellbeing, is well established; and

WHEREAS, for example, pursuant to Sections 1 and 18 of Appendix C of the Milwaukee County Code of General Ordinances (MCGO), all County traffic ordinances and all state statutory traffic provisions in Chapters 340 through 348, Wis. Stats., "shall be applicable on any public parking lot or ramp and on any private parking lot or ramp held out for use of the general public for parking or vehicular travel"; and

WHEREAS, by further example, the State of Wisconsin in Sec. 346.61, Wis. Stats., has deemed it advisable to make such roads and lots subject to certain traffic laws promoting health and safety, for example, Secs. 346.62 to 346.64, Wis. Stats., prohibiting drunken driving and reckless driving; and

WHEREAS, by further example, Milwaukee County has numerous ordinances promoting safety and wellbeing that apply on private as well as public property in the County, including ordinances requiring owners of private parking to provide parking spaces for the handicapped, see MCGO 69.05 and Sec. 346.503, Wis. Stats., and prohibiting disorderly conduct; and

WHEREAS, safety and health for Milwaukee County transit passengers is enhanced when bus stops are located closer to passengers' destination or origin points and when the location of bus stops avoids or reduces the need for passengers to cross roadways, parking lots or other traffic ways in order to reach the bus stop or the destination; and

45 WHEREAS, privately-owned access roads and parking lots at shopping centers
46 and large retail outlets in Milwaukee County are routinely held out to the public for use
47 of their motor vehicles, and it is the intent of owners that these roads and lots be
48 available to the public; and

49
50 WHEREAS, the owners of shopping centers and large retail outlets in Milwaukee
51 routinely allow large trucks and delivery vehicles to access their properties; now,
52 therefore,

53
54 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
55 amends Chapter 63 of the Milwaukee County Code of General Ordinances by adopting
56 the following:

57
58 **AN ORDINANCE**

59
60 The Milwaukee County Board of Supervisors ordains the following:

61
62 **SECTION 1.** Chapter 63 of the Milwaukee County Code of General Ordinances, up to
63 and including _____, is hereby amended as follows:

64
65 **63.01. Disorderly Conduct**

66
67 (1) No person shall engage in violent, abusive, indecent, profane, boisterous,
68 unreasonably loud, or otherwise disorderly conduct under circumstances in which such
69 conduct tends to cause or provoke a disturbance within the county.

70
71 (a) Disorderly conduct includes interfering with the operation of any
72 Milwaukee County transit bus, including pickup or discharge of
73 passengers, on any roadway or parking lot held out for use of the general
74 public for parking or vehicular travel or on any roadway or parking lot
75 made available to delivery vehicles of more than 20,000 pounds maximum
76 gross weight.

77
78 (2) Any person violating the provision of this section of the Code shall, for each
79 offense, forfeit a penalty not to exceed two hundred fifty dollars (\$250.00); the cash
80 deposit thereof shall be one hundred dollars (\$100.00) and the penalty assessment
81 shall be fifteen dollars (\$15.00), and in default of payments thereof, shall be imprisoned
82 in the county jail or the house of correction of the county for a period not to exceed
83 ninety (90) days in the discretion of the court.

84
85 **SECTION 2.** The provisions of this ordinance shall be effective upon passage and
86 publication.

87
88
89 srb
90 10/30/14
91 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\TPWT\Resolutions\14-443 Resolution.Ordinance Jursik disorderly
92 conduct and transit.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

14-443

DATE: April 30, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A Resolution/Ordinance amending Chapter 63 of the Milwaukee County Code of General Ordinances relating to disorderly conduct concerning transit services in Milwaukee County.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. Approval of this resolution/ordinance will amend the definition of disorderly conduct to include interfering with the operation of any Milwaukee county transit bus, including pickup or discharge of passengers, on any roadway or parking lot held out for use of the general public for parking or vehicular travel or on any roadway or parking lot made available to delivery vehicles of more than 20,000 pounds maximum gross weight.
 - B. The maximum fine for disorderly conduct is \$250.00. For the purposes of this fiscal note it is assumed that any revenues that may accrue to the County due to this expanded definition of disorderly conduct will be minimal. Any citation revenues received will be used to meet the existing budget amount.
 - C. Approval of this resolution will require existing staff time.
 - D. It is assumed that the Office of the Sheriff's budget will absorb any costs associated with carrying out this ordinance within their existing appropriations. It is assumed that the expansion of the disorderly conduct definition in M.C.G.O. Chapter 63 will not result in significant extra enforcement duties or related revenues.

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

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

Department/Prepared By Erica Hayden, Research and Policy Analyst, Office of the
Comptroller

Authorized Signature Erica H. Hayden

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

1 Supervisor Patricia Jursik, Chairperson,
2 By the Committee on Economic and Community Development, reporting on:

3

4

File No. 14-15

5

6 (ITEM 52) A resolution to **RECEIVE AND PLACE ON FILE** (vote 5-0), a monthly
7 informational report from the Director, Community Business Development Partners,
8 dated September 25, 2014, providing an update on departmental waivers.

9

10

11 srb

12 10/28/14

13 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-15 Departmental Waivers.docx



Community Business Development Partners

MILWAUKEE COUNTY

RICK NORRIS, PE • Director, DBE Liaison Officer, ACDBE Liaison Officer

INTER-OFFICE COMMUNICATION

DATE: September 25, 2014

TO: Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Rick Norris, PE, Director, Community Business Development Partners

SUBJECT: **DBE WAIVER REPORT FOR AUGUST OF 2014**

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for designing, implementing, monitoring and enforcing Milwaukee County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes assignment of participation goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. Participation goals may only be established on contracts where opportunities exist for ready, willing and able certified firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Parts 23 and 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Executive and the full County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action designed to ensure the same level of commitment and consistency in approach to the facilitation of small business involvement when and where appropriate has been enacted in Chapter 42 of the Milwaukee County Code of General Ordinances.

Milwaukee County is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of over 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. Milwaukee County has the responsibility of verifying and maintaining the certification status of 360 of the 800 currently certified firms throughout the State, while processing all new applications for DBE certification.

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before rendering a determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

The figures below include Professional & Management Service and Capital Improvement/Maintenance contracts awarded during August of 2014. This report does not include contracts awarded by the Procurement Division of the Department of Administrative Services processes under Chapter 32. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval.

Total Contracted Dollars for Period	\$ 9,104,135.00
Total Contracted Dollars w/o DBE Participation	\$ 358,288.00
Percentage of Contracts w/o DBE Participation	3.94%
Total Contracted Dollars w/ Waiver Approval	\$ 293,288.00
Percentage of Contracts w/ Waiver Approval	3.22%
Total Contracted Dollars w/o Waiver Approval	\$ 65,000.00
Percentage of Contracts w/o Waiver Approval	0.71%

It is also important to note that the Milwaukee County Code of General Ordinances exempts various contracts from DBE participation consideration review for services such as those used for the purpose of securing credit rating services related to debt issuance and administration. These exemptions appear as Chapter 56.30(2)(a), and 56.30(10)(a).

Total Contracted Dollars for Period	\$ 9,104,135.00
Total Exempted Contract Dollars	\$ 0.00
Percentage of Exempted Contracts for Period	0.0%

RECOMMENDATION

CBDP prepared this informational report, and recommends that it be received and filed, as such.

Approved by:

Rick Norris

Rick Norris, PE
Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Monthly Waiver Report for August 2014

Prepared by the Department of Community Business Development Partners

Director's Report

¹ These contracts are exempted from Disadvantaged Business Enterprise participation review within the guidelines of Code of General Ordinance Chapter 56.30(2)(a). Not included in the the waiver calculations.

² Waivers approved by CBDP; within guidelines of Code of General Ordinances

³ Contracts issued by Departments in violation of the Code of General Ordinances; CBDP is made aware of these projects when Accounts Payable forwards new contract information.

⁴ Total does not include Procurement Division Figures

Total Contract \$ Amount for Period ⁴	\$ 9,104,135
Total Contract \$ Amount w/o DBE Participation for Period	\$ 358,288
Percentage w/o DBE Participation	3.94%
Total Approved Waiver \$ Amount ²	\$ 293,288
Percentage Waived ²	3.22%
Total Unapproved Waiver \$ Amount ³	\$ 65,000
Percentage w/o Waiver Approval ³	0.71%
Total Exempted \$ Amount	\$ -
Percentage Exempted from Waiver Calculations	0.00%

REPORTING Ending PERIOD August 2014

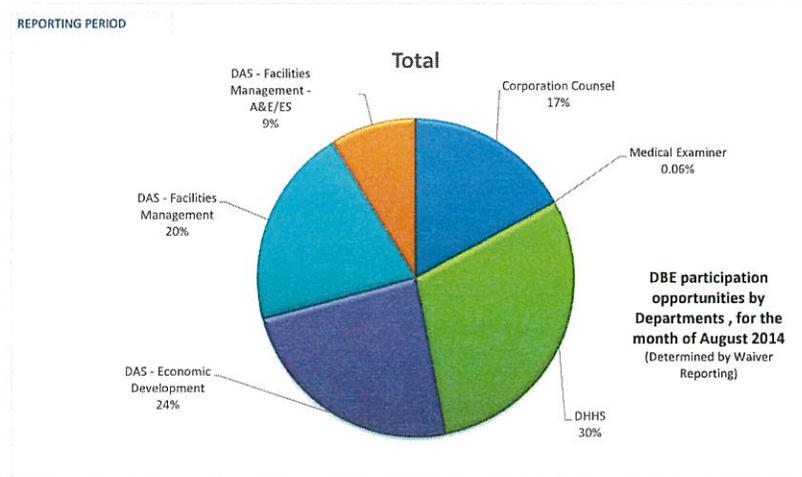
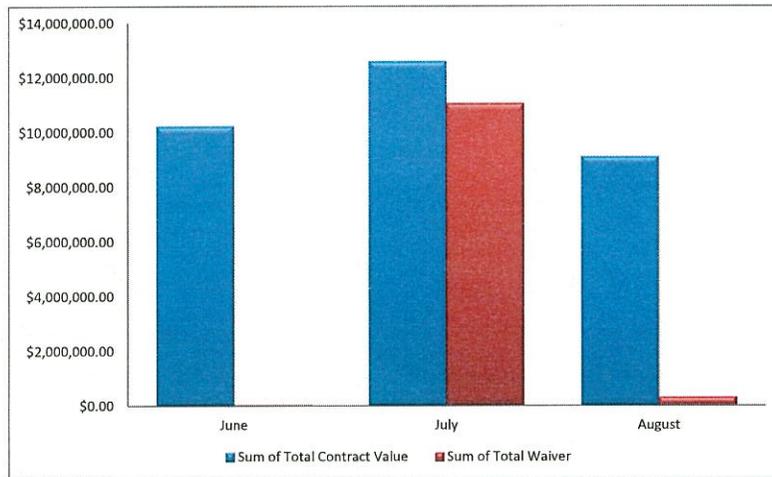
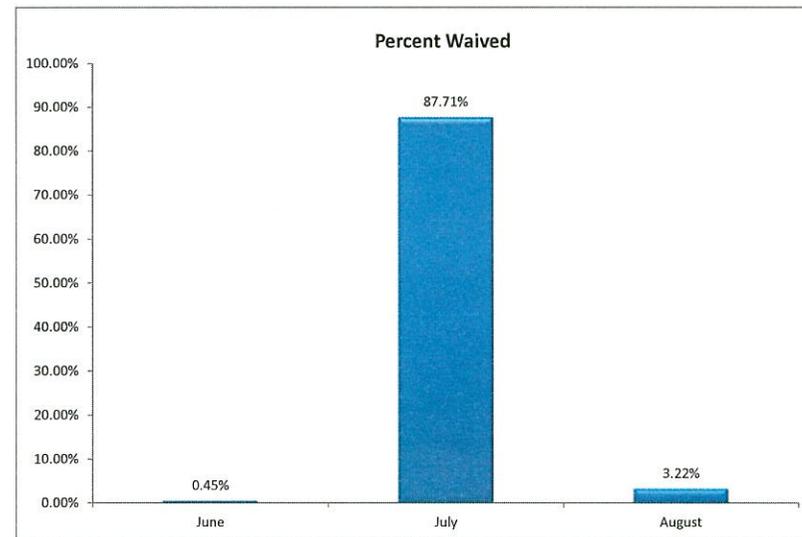
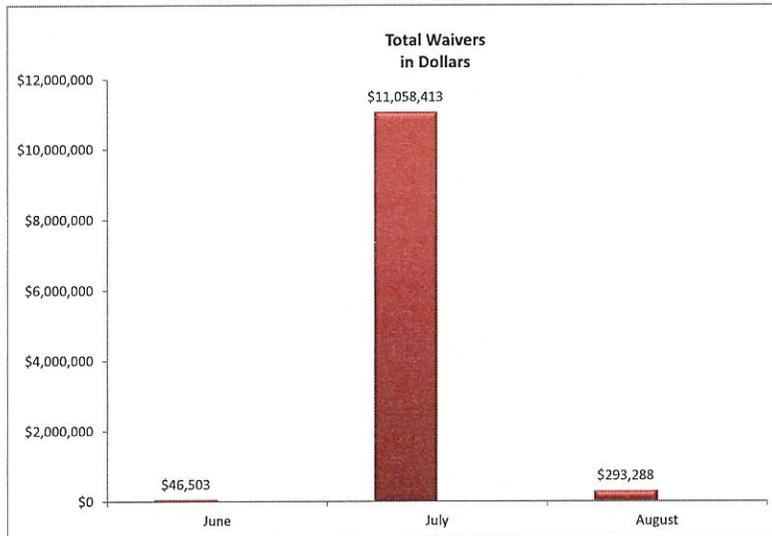
DEPARTMENT	CONSULTANT/CONTRACTOR	SERVICES	COMMENTS	EXEMPTED	Waived	Unapproved Waivers
Corporation Counsel	von Briesen & Roper, S.C.	Legal representation in connection with restructuring Milwaukee Transport Services, Inc.	Specialized Service		\$ 50,000.00	
Medical Examiner	Donald O. Simley II DDS	Forensic dental analysis of unidentified remains	Under \$2,000.00		\$ 170.00	\$0.00
DHHS	Community Advocates	Wisconsin Home Energy Assistance Program-Operations/Amendment #3	Specialized Service		\$ 43,818.13	\$0.00
	SDC - Community Relations	Wisconsin Home Energy Assistance Program-Operations/Amendment #4	Specialized Service		\$ 43,818.13	\$0.00
	Milwaukee Urban League	Case management AODA specialist	Without CBDP Review			\$65,000.00
DAS - Economic Development	S.B. Friedman & Company	Financial Economic Feasibility Analysis	Specialized Service		\$ 15,000.00	\$0.00
	Venture Architects	Develop a program, concept and budget for a new, free standing County Medical Examiner's Facility	Specialized Service		\$ 35,000.00	\$0.00
	The Nicholson Group, LLC	Market analysis, property valuation and appraisal services	Specialized Service		\$ 20,000.00	\$0.00
DAS - Facilities Management	Enpoint Solutions	Hazardous material inspections and cost estimation services for pre-demolition assessment @ City Campus	Specialized Service		\$ 59,650.00	\$0.00
DAS - Facilities Management - A&E/ES	Grumman-Butkus	Lapham Remodel - Arc Flash Study	Annual Consultant Utilization		\$ 3,500.00	\$0.00
	Sigma Group	Kosciuszko Community Center HVAC Asbestos Inspection	Annual Consultant Utilization		\$ 5,351.43	\$0.00
	Kone	MAM Electrical System Evaluation	Annual Consultant Utilization		\$ 3,580.00	\$0.00
	Cityworks	Sanitary Sewer Management Software Upgrade	Proprietary software update		\$ 13,400.00	\$0.00
Grand Total					\$ 293,287.69	\$65,000.00

Monthly Waiver Report for August 2014

Prepared by the Department of Community Business Development Partners

Director's Report

DASHBOARD



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
39
40
41
42
43
44
45
46

(ITEM 53) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to amend the Amended Option to Purchase Block 6E in the Park East Corridor and to approve of an assignment from Rainier Properties II, LLC, to Milwaukee River Partners I, LLC, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County Board Resolution File No. 06-14(a)(a) was adopted on April 13, 2006, accepting a development proposal from MLG Commercial, the predecessor to Rainier Properties II, LLC, (Rainier) for Park East Block 6E in the amount of \$676,000; and

WHEREAS, several amendments to the Option to Purchase were executed in the years following, such that the purchase price has increased to \$700,000 and \$65,000 in nonrefundable Option fees have been paid to the County; and

WHEREAS, Rainier's Option period extended through September 30, 2013, and the Option has not officially been closed out, leaving the possibility of assigning the Option to a party in a better position to develop the property; and

WHEREAS, after the Option extension date, Milwaukee River Partners I, LLC, (MRP) began discussions with Rainier about taking over Rainier's Options on both the County-owned triangle of land on Block 6E and the adjacent riverfront parcel so that it could seek vacation of Edison Street and develop the entire parcel; and

WHEREAS, MRP envisions combining the parcels to construct a multi-office building development; and

WHEREAS, the development would create approximately 350 construction jobs throughout the first phase of the project, a period of 18 to 24 months, with future phases predicated on market demand; and

WHEREAS, MRP sought permission from Milwaukee County to conduct environmental testing to determine remediation costs associated with redevelopment and determined such costs, as they relate to contaminated soils and buried freeway support piers/footings on the County-owned parcel, range from \$450,000 to \$475,000; and

WHEREAS, remediation costs for the property as a whole, including utility relocation in the City Right of Way and remediation of the privately-owned parcel, are expected to be between \$6.5 million and \$7.2 million; and

WHEREAS, development of the County-owned 0.37-acre parcel on its own is

47 infeasible because the extent of contamination thereon is more extensive than the
48 County anticipated; now, therefore,

49

50 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
51 authorizes the Director of County Economic Development to approve of an assignment
52 from Rainier Properties II, LLC, to Milwaukee River Partners I, LLC, and further amend
53 the Amended Option to Purchase Park East Block 6E; and

54

55 BE IT FURTHER RESOLVED, the Amended Option to Purchase shall include at
56 least the following terms and conditions:

57

- 58 (a) \$100,000 Purchase Price (previous Option Fees remain a credit thereto).
- 59 (b) Extension of the Option for an additional 12-month period.
- 60 (c) Option Extension Fee of \$35,000 (credit to the Purchase Price); 100%
61 refundable in the first six months of the Option period; \$20,000 refundable in
62 the remaining six months of the Option period; nonrefundable if there is no
63 notice of intent to exercise or not exercise the Option prior to expiration date.

64

65 ; and

66

67 BE IT FURTHER RESOLVED, that upon exercising the Option to Purchase, the
68 following terms and conditions, consistent with the Park East Redevelopment Compact,
69 shall be included in a development agreement:

70

- 71 (a) Disadvantaged Business Enterprise (DBE) goals at 25% participation for hard
72 construction costs (including Architecture/Engineering) and 17% participation
73 for professional services costs (non-Architecture/Engineering).
- 74 (b) Residential hiring goal for Milwaukee County residents of 30% of worker-
75 hours.
- 76 (c) Apprenticeship/job training goal of 12.5% of worker hours.
- 77 (d) Payment of prevailing wage for all construction employees.

78

79 ; and

80

81 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk
82 and/or other appropriate County officials be hereby authorized to execute, after
83 Corporation Counsel approval, any assignment and/or amendment required to
84 implement the intent of this resolution.

85

86

87

88

89

srb
10/30/14
\\Fi01wpchc\comclerk\$\Committees\2014\Sep\ECD\Resolutions\14-724.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 2, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Amendment to the Option to Purchase Park East Block 6E

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

DESCRIPTION OF FISCAL IMPACT

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

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

- A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to amend an Amended Option to Purchase and approve of an assignment from Rainier Properties II, LLC to Milwaukee River Partners I, LLC, related to the 0.37 acre County-owned parcel located at Block 6E of the Park East in the City of Milwaukee.
- B. The Option to Purchase will bring in \$0-\$35,000 of revenue. If the Option to Purchase is exercised it will bring \$100,000 of revenue. Pursuant to the Park East Freeway Land Disposition Plan and Agreement between the County, the City of Milwaukee, and the WDOT, sale proceeds from the sale of former Park East Freeway lands shall be divided between the County, the State and the FHWA based on their respective percentage financial participation when the lands were originally purchased for freeway purposes. For the \$100,000 gross sale proceeds from Block 6E the percentage reimbursement for the County shall be 58% (\$58,000), the State 3.6% (\$3,600) and the FHWA 38.4% (\$38,400). ***These figures are approximate, as sales expenses will reduce the \$100,000 gross sales proceeds amount before the percentage reimbursement amounts between the County, the State and the FHWA are computed.***
- C. The projected revenue will contribute towards the budgeted land sales in the Economic Development budget.
- D. None.

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

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

1 Supervisor Patricia Jursik, Chairperson,
2 From the Committee on Economic and Community Development, reporting on:

3
4 File No. 14-841
5

6 (ITEM 54) A resolution by Supervisor Bowen, declaring surplus a portion of the
7 building at 1004 North 10th Street, Milwaukee, Wisconsin, formerly known as the
8 Community Correctional Center, by recommending adoption of the following:
9

10 **A RESOLUTION**

11
12 WHEREAS, in 1987, Milwaukee County purchased the former St. Anthony's
13 Hospital, located at 1004 North 10th Street; and

14
15 WHEREAS, the facility is comprised of three separate, but connected structures:
16 a five-story building built in 1931, and two additions built in 1946 and 1974; and

17
18 WHEREAS, since the County purchased the facility, the five-story building had
19 been the Community Correctional Center (CCC Building) and the remainder of the
20 buildings have been occupied by the Milwaukee County Medical Examiner's office (ME
21 Building), as seen in the attached map; and

22
23 WHEREAS, the CCC building is physically connected to property owned by The
24 Province of St. Joseph of the Capuchin Order Saint Benedict Friary (St. Ben's); and

25
26 WHEREAS, St. Ben's and the County have successfully partnered on previous
27 housing projects that serve County Housing Division customers; and

28
29 WHEREAS, in 2010, the CCC Building was vacated and this portion of the facility
30 has subsequently remained empty; and

31
32 WHEREAS, it would be in the best interests of Milwaukee County to see a more
33 productive use occupy the former CCC building; now, therefore,

34
35 BE IT RESOLVED, that the Milwaukee County Board of Supervisors declares the
36 portion of 1004 North 10th Street commonly known as the Community Correctional
37 Center (CCC Building) surplus; and

38
39 BE IT FURTHER RESOLVED, that the Department of Administrative Services-
40 Economic Development Division (ED) shall develop a strategy to physically separate
41 the CCC Building from the Milwaukee County Medical Examiner's office (ME Building)
42 or will provide for the recommended relocation of the ME Building; and

43
44 BE IT FURTHER RESOLVED, that the ED Division will explore opportunities with
45 The Province of St. Joseph of the Capuchin Order Saint Benedict Friary (St. Ben's) and
46 other community partners on a redevelopment strategy for the CCC Building; and

47

48

49

50

51

52

53

54

55

56

57

58

59

BE IT FURTHER RESOLVED, that the ED Division shall seek a developer to
redevelop the CCC Building pursuant to Milwaukee County Code of General
Ordinances Subsection 32.96(4)(e); and

BE IT FURTHER RESOLVED, that any Development Agreement or Offer to
Purchase the CCC Building shall require approval from the Milwaukee County Board of
Supervisors.

srb

10/30/14

\\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-841 Com Correctional Ctr Surplus.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 17, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution declaring surplus a portion of the building at 1004 N. 10th Street, Milwaukee, Wisconsin; formerly known as the Community Correctional Center

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(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
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

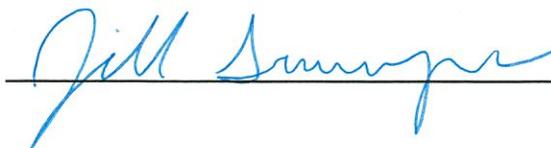
DESCRIPTION OF FISCAL EFFECT

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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
 - C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
 - D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
-
- A. Approval of this resolution designates a portion of 1004 N. 10th Street as surplus. The resolution authorizes DAS-Economic Development Division to explore redevelopment opportunities with community partners and potential developers. In addition, DAS-ED will develop a strategy to either physically separate the Medical Examiner's Office from the surplused portion or relocate the Medical Examiner's Office.
 - B. Approval of this resolution would not require additional expenditure of funds, but would require existing staff time to accomplish.
 - C. None.
 - D. None.

Department/Prepared By Jill Suurmeyer, Research and Policy Analyst, Office of the Comptroller

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No
Did CBDP Review?² Yes No Not Required

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

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

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
39
40
41
42
43
44
45
46

(ITEM 55) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to declare the O'Donnell Parking Structure and the related land located at 929-31 East Michigan Street surplus and requesting authorization for the County to enter into a Purchase Agreement and related agreements with The Northwestern Mutual Life Insurance Company for the purchase of such property, by recommending adoption of the following:

A RESOLUTION

WHEREAS, adopted County Board Resolution File No. 11-154 created the Long-Range Lakefront Planning Committee, comprised of officials from Milwaukee County and the City of Milwaukee, as well as other representatives from the various lakefront attraction and the business community; and

WHEREAS, adopted County Board Resolution File 11-401 adopted the Long-Range Lakefront Planning Committee's Report (Lakefront Plan), including the goal of the continuation of the O'Donnell Parking Structure "in its current function in the short-term, while considering redevelopment options long-term"; and

WHEREAS, the Lakefront Plan indicates a desire for the O'Donnell Parking Structure to have increased maintenance, increased security, and create an inviting area for Downtown Milwaukee; and

WHEREAS, since the Lakefront Plan was adopted, The Northwestern Mutual Life Insurance Company (NM) has announced plans to invest approximately \$450 million in a new corporate headquarters adjacent to the O'Donnell Parking Structure; and

WHEREAS, NM has expressed an interest in owning and maintaining the O'Donnell Parking Structure to create an inviting area for Downtown Milwaukee as called for in the Lakefront Plan; and

WHEREAS, NM has been a major employer, investor, philanthropist, and community partner in Milwaukee for over 150 years, currently employing over 5,000 people in Milwaukee County; and

WHEREAS, it is desirable to Milwaukee County to maximize the use of existing structured parking so that other land in downtown Milwaukee is not developed solely as structured parking; and

WHEREAS, the O'Donnell Parking Structure is currently zoned as Parks and Recreation which requires that the property only be used "to accommodate a wide variety of public and quasi-public open spaces and facilities providing recreational and cultural opportunities and supporting services for surrounding neighborhoods," and NM has agreed to at all times maintain and operate the property in compliance with City of

47 Milwaukee zoning requirements; and

48

49 WHEREAS, as stated in the attached revised agreement, Milwaukee County has
50 the authority to approve or deny the removal of the deed restrictions on O'Donnell
51 Parking Structure that require the use of the property as a park; and

52

53 WHEREAS, the Comptroller established a Workgroup to review the options
54 related to the property and determined that "selling the O'Donnell park facility to NM
55 under the proposed sale terms ..., to be the most fiscally advantageous option to the
56 County"; and

57

58 WHEREAS, the County has outstanding certain obligations described on
59 Schedule 1 (Outstanding County Obligations) hereto and incorporated herein by this
60 reference, a portion of which were used in the amounts described on Schedule 1 to
61 make improvements to the O'Donnell Parking Structure (Outstanding ODP Obligations);
62 and

63

64 WHEREAS, pursuant to a Master Capital Lease Agreement dated December 1,
65 2007, between Chase Equipment Leasing Inc., and the County (Master Lease), the
66 County financed a lighting retrofit project at the O'Donnell Parking Structure (ODP
67 Lease); and

68

69 WHEREAS, in order to maintain the tax-advantaged status of the Outstanding
70 County Obligations and the Master Lease, the County intends to use a portion of the
71 proceeds of the sale of the O'Donnell Parking Structure in an amount necessary to
72 redeem or defease all of the Outstanding ODP Obligations and to prepay the ODP
73 Lease within 90 days of the executed purchase agreement with NM in order to comply
74 with the remedial action rules under Section 1.141-12 of the Treasury Regulations; and

75

76 WHEREAS, the proceeds from the sale of the O'Donnell Parking Structure, net of
77 the amount of proceeds needed to redeem or defease the Outstanding ODP Obligations
78 and prepay the ODP Lease, can be utilized to offset the capital and maintenance needs
79 of parks throughout Milwaukee County; now, therefore,

80

81 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby declares
82 the O'Donnell Parking Structure (ODP) and the related land located at 929-31 East
83 Michigan Street, Milwaukee, Wisconsin surplus such that it may be sold; and

84

85 BE IT FURTHER RESOLVED, the Milwaukee County Board of Supervisors
86 hereby authorizes the County Executive to execute and record all documents and
87 perform all actions required to enter into the attached Option to Purchase (Option) and
88 Purchase Agreement with The Northwestern Mutual Life Insurance Company for 929-
89 931 East Michigan Street; and

90

91 BE IT FURTHER RESOLVED, the Purchase Price shall be \$14,000,000 less a

92 restoration credit of \$1,300,000; and

93

94

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any and all instruments, rights of entry, documents that are called out in the Purchase Agreement and required to implement the intent of this resolution, including without limitation a Special Warranty Deed for the property; and

99

100

BE IT FURTHER RESOLVED, that the Milwaukee County Office of the Comptroller along with other appropriate County officials, the County's financial advisor, and the County's bond counsel are authorized and directed to take such actions as are necessary to accomplish the redemption or defeasance of the Outstanding ODP Obligations and prepayment of the ODP Lease; among the actions that are authorized to be taken are the following:

106

107

(1) The naming of an escrow agent, execution of an escrow agreement with such escrow agent, establishment of an escrow fund to provide for the redemption and/or defeasance of the Outstanding ODP Obligations, and the deposit of the necessary proceeds from the sale of the O'Donnell Parking Structure into the escrow fund.

108

109

110

111

112

(2) Request consent from Chase Equipment Leasing, Inc., for the sale of the property financed by the ODP Lease and execution of any agreements with Chase Equipment Leasing, Inc., as required to prepay the ODP Lease, including an amended Schedule and the establishment of an escrow fund for such purpose.

113

114

115

116

117

(3) The purchase of United States government securities with the sale proceeds deposited in the escrow fund(s).

118

119

120

(4) Determine the date of and provide notice of the redemption and defeasance of the Outstanding ODP Obligations and prepayment of the ODP Lease.

121

; and

122

123

BE IT FURTHER RESOLVED, that the authorization for the sale of the O'Donnell Parking Structure and the related actions described above are subject to determination by the County's Comptroller, based on advice from the County's bond counsel, that the County is able to satisfy the Remedial Action Rules or to take other action approved by the Comptroller to preserve the tax-advantaged status of the Outstanding County Obligations and the ODP Lease or otherwise protect the County against adverse financial consequences with respect to the Outstanding County Obligations and the ODP Lease; and

130

131

132

BE IT FURTHER RESOLVED, that the Milwaukee County Office of the Comptroller is authorized to pay professional fees charged by the County's financial advisor, bond counsel, escrow agent, escrow verification agent, and any other professionals for services performed in connection with the defeasance and/or redemption of the Outstanding ODP Obligations and prepayment of the ODP Lease;

135

136

137 and

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

BE IT FURTHER RESOLVED, that, upon the sale of the O'Donnell Parking Structure, the Milwaukee County Office of the Comptroller is authorized to establish a Parks Trust Fund to maintain unencumbered net land sale proceeds from this transaction and, if and to the extent required by the Remedial Action Rules, treat and invest such proceeds as proceeds of the Outstanding County Obligations and the ODP Lease; and

BE IT FURTHER RESOLVED, that the Department of Administrative Services – Fiscal Affairs shall administratively transfer funds from and to the Parks Trust Fund as required by future action of the County.

srb

10/30/14

\\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-837 Northwestern Mutual.docx

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

MILWAUKEE COUNTY, AS SELLER

AND

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS BUYER

Table of Contents

Article 1 Basic Terms

Article 2 Transaction

2.1 Purchase

2.2 Option Fee

2.3 Extension of Inspection Period

2.4 Conveyance of Deed

2.5 Operation Contract

Article 3 Escrow

Article 4 Payment of the Purchase Price

Article 5 Title and Survey

5.1 Title Insurance Commitment

5.2 Survey

5.3 Subsequent Matters Affecting Title

Article 6 Condition of the Property

6.1 Inspection of Property

6.2 Entry onto Land and Improvements

6.3 Environmental Investigation and Environmental Reports

6.4 Buyer's Acceptance Notice

6.5 Management of the Property

6.6 Estoppel Certificates

Article 7 Closing

7.1 Buyer's Conditions Precedent to Closing

7.2 Seller's Conditions Precedent to Closing

7.3 Deposits in Escrow

7.4 Costs

7.5 Prorations

7.6 Insurance

7.7 Close of Escrow

7.8 Possession

7.9 Recorded Instruments

7.10 Tenant Notices

Article 8 Casualty

Article 9 Condemnation

Article 10 Representations and Warranties

10.1 Representations and Warranties of Seller

- 10.2 Representations and Warranties of Buyer
- 10.3 Buyer's Reliance – "As IS" Sale

Article 11 Notices

Article 12 Brokers

- Article 13 Default
- 13.1 Default By Buyer
 - 13.2 Default By Seller

Article 14 Non-Default Termination

- Article 15 Indemnities
- 15.1 Seller's Indemnity
 - 15.2 Buyer's Indemnity
 - 15.3 Unknown Environmental Liabilities
 - 15.4 Buyer's Waiver and Release of Seller
 - 15.5 Survival

- Article 16 Miscellaneous
- 16.1 Survival of Representations, Covenants, and Obligations
 - 16.2 Attorneys' Fees
 - 16.3 Publicity
 - 16.4 Captions
 - 16.5 Waiver
 - 16.6 Time
 - 16.7 Controlling Law
 - 16.8 Severability
 - 16.9 Construction
 - 16.10 Amendments
 - 16.11 Successor and Assigns
 - 16.12 Assignment
 - 16.13 Entire Agreement

Exhibits

- Exhibit A Land
- Exhibit B Special Warranty Deed
- Exhibit C Operation Contract
- Exhibit D List of Existing Environmental Reports
- Exhibit E Estoppel Certificate
- Exhibit F Certificate of Non-foreign Status
- Exhibit G Bill of Sale and Assignment
- Exhibit H Seller's Certificate
- Exhibit I Buyer's Certificate
- Exhibit J Assignment and Assumption of Leases

Exhibit	K	Assignment and Assumption of Service Contracts and Other Obligations
Exhibit	L	Tenant Notice
Exhibit	M	Exceptions to Seller's Representations and Warranties
Exhibit	N	Tenant List
Exhibit	O	Escrow Agreement

THIS PURCHASE AGREEMENT (this “**Agreement**”), made and entered into as of _____, 2014 by and between Milwaukee County (“**Seller**”), and The Northwestern Mutual Life Insurance Company (“**Buyer**”),

WITNESSETH

WHEREAS, Seller is the owner of the property commonly known as O'Donnell Park with a street address of 910 E. Michigan Street in Milwaukee, Wisconsin, as more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of Seller's interest in said O'Donnell Park, including those areas commonly known as (i) the O'Donnell Park Parking Structure, (ii) the Garden Plazas, and (iii) the Miller Pavilion, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms, covenants, agreements and conditions hereinafter contained, Buyer and Seller do hereby agree as follows:

**ARTICLE I
BASIC TERMS**

As used herein, the following basic terms are hereby defined to mean:

Acceptance Date. The date that Buyer sends the Acceptance Notice, as defined in Section 6.4 hereof.

Appurtenances. Streets, alleys and rights of way adjacent to the Land , and the rights, benefits, licenses, interests, privileges, easements, tenements, and hereditaments on the Land or in anywise appertaining thereto.

Buyer's Address for Notice. The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Steven M. Radke

with a copy to: The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Catherine M. Young

Closing. The consummation of the sale and purchase of the Property in accordance with the terms hereof.

Closing Date. Sixty (60) days after the Acceptance Date, or such other date as mutually agreed to in writing by Buyer and Seller.

Effective Date. The date on which Buyer delivers to Seller a fully executed copy of this Agreement.

Escrowholder. Chicago Title Insurance Company

Escrowholder's Address for Notice. Chicago Title Insurance Company
20900 Swenson Drive, Suite 900
Waukesha, WI 53187
Attn: Michele Schmid

Estoppel Tenants. Betty Brinn Children's Museum, Inc.
Grandview Management, Inc.

Improvements. All buildings and other physical improvements, structures and fixtures located on the Land.

Inspection Period. The period from the Effective Date until the earlier of (i) the Acceptance Date, or (ii) the sixty-first (61st) day after the Effective Date unless extended pursuant to the provisions of Section 2.3 hereof.

Involved Seller Employee. Teig Whaley-Smith, Seller's Economic Development Director

Land. The parcel of land described in Exhibit "A", attached hereto and by this reference made a part hereof, together with all rights, privileges and easements appurtenant thereto.

Materiality Limit. Five Hundred Thousand Dollars and no cents (\$500,000.00).

Option Fee. Fifty Thousand Dollars and no cents (\$50,000.00).

Personal Property. All tangible and intangible personal property owned by Seller and used in the operation of the Land and Improvements and located thereon or therein, to the extent any exist, including, by way of example and not limitation, all fixtures and appliances, furniture and furnishings, equipment and supplies, signage and lighting systems, all transferable trade names, phone numbers, brochures,

manuals, lists of tenants, advertising materials, plans and specifications, governmental permits, entitlements, licenses and approvals, warranties and guarantees received in connection with any trade-work or maintenance services performed with respect to the Property, and security deposits paid to Seller by tenants.

Property.

Seller's right, title and interest in the Land, the Appurtenances, the Improvements, the Personal Property and the Tenant Leases, and in the Service Contracts which Buyer chooses to have assigned to it and to assume; and such other rights, interests and properties as may be specified in this Agreement to be sold, transferred, assigned or conveyed by Seller to Buyer.

Purchase Price.

Fourteen Million Dollars and no cents (\$14,000,000.00).

Seller's Address for Notice.

Milwaukee County
Economic Development Division
2711 W Wells Street
Milwaukee, WI 53208
Attn: Teig Whaley-Smith

with a copy to:

Milwaukee County
Corporation Counsel
Milwaukee County Courthouse, Room 303
901 N. 9th Street
Milwaukee, WI 53233
Attn: Paul Bargren

Service Contracts.

Any and all contracts and service agreements affecting the Land and Improvements to which Seller is a party and which Seller chooses to assign to Buyer.

Tenant Leases.

All of Seller's interest in any and all leases and rental agreements of space in the Improvements.

Title Insurer.

Chicago Title Insurance Company

**ARTICLE II
TRANSACTION**

2.1 Purchase. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property for the Purchase Price. Buyer shall receive a credit at Closing toward necessary restoration costs ("Restoration Credit") in the amount of One

Million Three Hundred Thousand Dollars (\$1,300,000.00). Within 24 months after Closing, Buyer shall submit documentation to Seller that Buyer has applied the full Restoration Credit on safety and structural improvements for the Property. If Buyer has not spent the full Restoration Credit amount, Buyer shall reimburse Seller the difference between the Restoration Credit and the actual amount spent on safety and structural improvements by Buyer.

2.2 Option Fee. On the Effective Date, Buyer shall deposit the Option Fee with Seller. The Option Fee is independent consideration and is not refundable to Buyer except as specifically set forth herein, however, if the Closing occurs, the amount of the Option Fee shall be credited to Buyer.

2.3 Extension of Inspection Period. Notwithstanding anything contained herein to the contrary, Buyer shall have two (2) options, at any time during the Inspection Period, to extend the Inspection Period for an additional thirty (30) days each. Buyer shall exercise each or both said options by providing notice (the "Extension Notice") of such fact to Seller and to Escrowholder and by depositing for each Twenty-Five Thousand Dollars (\$25,000.00), in cash or other immediately payable funds (each an "Extension Fee"), with Seller. Each Extension Fee is independent consideration for the extension of the Inspection Period and is not refundable to Buyer except as specifically set forth herein, however, if the Closing occurs, the amount of each Extension Fee shall be credited to Buyer. Notwithstanding anything contained herein to the contrary, Buyer shall be deemed to have waived its option to extend the Inspection Period unless Seller receives the Extension Notice and the Extension Fee on or before the expiration of the Inspection Period.

2.4 Conveyance of Deed. Subject to the provisions hereof, Seller shall, as of the Closing Date, convey the Property to Buyer by a Special Warranty Deed (the "Deed") in substantially the form as Exhibit "B" attached hereto, subject to those matters permitted therein.

2.5 Operation Contract. At or prior to Closing, Buyer and Seller shall execute a document (the "Operation Contract") setting forth the duties and responsibilities of Buyer with respect to Buyer's obligations after Closing. The Operation Contract shall be substantially the form as Exhibit "C" attached hereto.

ARTICLE III ESCROW

In order to effectuate the conveyance contemplated by this Agreement, the parties hereto agree to open an escrow account ("Escrow") with Escrowholder by execution of an Escrow Agreement in substantially the form as Exhibit "O" attached hereto. A copy of this Agreement shall be delivered by Buyer to, and receipt thereof shall be acknowledged by, Escrowholder upon full execution hereof by Seller and Buyer.

ARTICLE IV PAYMENT OF THE PURCHASE PRICE

At or prior to Closing, Buyer shall deposit the Purchase Price, less the Restoration Credit, and plus costs to be paid by Buyer pursuant to the terms of this Agreement, and plus or minus prorations and adjustments shown as Buyer's debits or credits on the closing statement executed by Buyer and Seller, with Escrowholder.

ARTICLE V TITLE AND SURVEY

5.1 Title Insurance Commitment. Seller shall, as soon as reasonably possible after the Effective Date, obtain from Title Insurer a title commitment (the "Commitment") with respect to the Property and shall cause Title Insurer to deliver the Commitment, together with a legible copy of each instrument that is listed as an exception in the Commitment simultaneously to Buyer, with the cost thereof to be paid in accordance with Section 7.4 hereof. Buyer shall have until the expiration of the Inspection Period to examine same and to notify Seller in writing of its objections to title (all items so objected to being hereinafter referred to as the "Objectionable Items"). If Buyer timely notifies Seller of any Objectionable Items, Seller may, but shall not be obligated to, cure or remove same; however, Seller agrees to consult with Title Insurer in order to determine which Objectionable Items, if any, Title Insurer is willing to remove. All matters affecting title to the Property as shown on the Commitment, except the Objectionable Items, shall be deemed approved by Buyer and shall be "Permitted Exceptions".

Notwithstanding anything in this Agreement to the contrary, but subject to the process outlined below, Seller shall, prior to Closing, cure or remove any matters of title other than the Permitted Exceptions arising after delivery of the Commitment resulting directly or indirectly, in whole or part, from any act or omission of Seller or any act or omission of anyone acting (or omitting to act) on behalf of Seller or under contract with Seller.

Seller shall notify Buyer, within ten (10) days after Seller's receipt of Buyer's notice of Objectionable Items, as to which Objectionable Items Seller and/or Title Insurer are willing or able to cure or remove ("Seller's Election"); and if no such notice is given within such time period, Seller shall be deemed to have elected not to cure any of the Objectionable Items. If Seller is unwilling or unable to cure some or all of the Objectionable Items, Buyer shall, as its sole and exclusive remedy in such event, make an election in writing ("Buyer's Election"), within five (5) days after receipt by Buyer of Seller's Election (or the expiration of the time period for Seller to make Seller's Election if Seller fails to send notice of Seller's Election, provided, further, if such ten (10) day period would expire after the expiration of the Inspection Period, the Inspection Period shall be extended so that such ten (10) day period coincides with the expiration of the Inspection Period), either:

- (a) to accept title to the Property subject to the Objectionable Items which Seller is unwilling or unable to cure (all such items being thereafter deemed to be "Permitted Exceptions"), in which event the obligations of the parties hereunder shall not be affected by reason of such matters, the sale contemplated hereunder shall be consummated without reduction of the Purchase Price; or

(b) to terminate this Agreement in accordance with the Article XIV hereof.

If Seller shall not have received notice from Buyer setting forth Buyer's Election within the time period specified above, Buyer shall be deemed to have elected to terminate this Agreement in accordance with paragraph (b) above.

If, for any reason whatsoever, the title insurance policy which would otherwise be delivered to Buyer at Closing reflects as exceptions any items other than Permitted Exceptions, such items shall be deemed "Objectionable Items" if and only if Buyer shall give written notice thereof to Seller no later than three (3) business days before the Closing Date. If Buyer shall so give notice to Seller, then (i) the Closing shall be postponed to the first business day which is at least thirty (30) days after the date previously set for Closing; and (ii) the rights and obligations of Buyer and Seller with regard to such Objectionable Items shall be as set forth in this Section 5.1.

5.2 Survey. Buyer has the option, provided that Buyer does so promptly after the Effective Date and at Buyer's sole cost and expense, to obtain its own survey of the Property (the "Survey"), and upon completion of the Survey shall provide certified originals to Seller and Title Insurer. If, as a result of reviewing the Survey, Buyer or Title Insurer determines that there are exceptions to title, such items shall, if and only if Buyer shall give written notice thereof to Seller no later than the expiration of the Inspection Period, be deemed "Objectionable Items," and, if Buyer shall so give notice to Seller, then the rights and obligations of Buyer and Seller with regard to such Objectionable Items shall be as set forth in Section 5.1.

5.3 Subsequent Matters Affecting Title. Seller and Buyer shall promptly notify the other party if it becomes aware of any matters affecting title not specified in the Survey or the Commitment. Seller shall not create any new exceptions to title, and shall use all reasonable efforts to prevent any other person or entity from creating new exceptions to title regarding the Property prior to Closing. If Buyer becomes aware of any matters affecting title not specified in the Survey or the Commitment, all such subsequent matters shall be subject to Buyer's approval as if they had been so disclosed, except that the Buyer shall in any event have no less than five (5) business days to review and either approve or disapprove such subsequent exceptions. If approved, such matters shall be deemed to be Permitted Exceptions. Any items other than Permitted Exceptions shall be deemed "Objectionable Items" if and only if Buyer shall give written notice thereof to Seller within said five (5) day period. If Buyer shall so give notice to Seller, then (i) the Closing shall be postponed to the first business day which is at least thirty (30) days after the date previously set for Closing; and (ii) the rights and obligations of Buyer and Seller with regard to such Objectionable Items shall be as set forth in this Section 5.1.

ARTICLE VI CONDITION OF THE PROPERTY

6.1 Inspection of Property. Buyer has been expressly advised by Seller to conduct an independent investigation and inspection of the Property, including environmental inspection, utilizing experts as Buyer deems necessary. Seller discloses that the Land may contain old building

foundations, building materials and other debris. Without changing the "AS-IS/WHERE IS" nature of this transaction, Buyer 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.

Subject to the provisions of this Article VI, during the Inspection Period Buyer shall have the right, at its own expense, to do the following:

- (a) determine zoning and financial aspects of the Property;
- (b) investigate and review all entitlements, approvals, regulations, and or other governmental or quasi-governmental matters affecting the Property, including without limitation, the review and approval of all entitlement costs;
- (c) review of all laws, ordinances, rules, regulations, resolutions, and policies of any governmental authority having jurisdiction over the Property concerning its development, construction, alteration, or use, including compliance with the Americans with Disabilities Act of 1990;
- (d) Subject to Tenant Leases, enter upon the Land, Appurtenances and Improvements for purposes of examining the access thereto and physical condition and terrain thereof;
- (e) conduct or commission such studies, engineering work, site analyses and any test or inspection related to the Property Buyer may deem necessary, provided, Buyer's inspection rights shall be subject to the rights of each Estoppel Tenant and Buyer agrees that it will not unreasonably interfere with any Estoppel Tenant or Seller's contractor on the Property; and
- (f) request and receive access to, and copy at Buyer's expense, any of the following which are in the possession or control of Seller: (i) income and expense operating statements for the Property for the most recent two (2) calendar years and the partial current year; (ii) Estoppel Tenant Leases, along with a standard form lease, if any; (iii) any real property tax assessment and tax bills with respect to the Property for the past year; (iv) utility bills which have been the obligation of Seller for the preceding twelve (12) months; (v) all available warranties and guarantees, if any; (vi) available licenses and permits, if any; (vii) all Service Contracts, including any and all amendments thereto; (viii) available soils reports, if any; (ix) maintenance reports; (x) invoices; and (xi) any correspondence with Estoppel Tenants.

Seller shall promptly deliver to Buyer copies of the following which Seller has in its possession relating to the Property: (xii) licenses, approvals, entitlements, and permits relating to the development and operation of the Property, (xiii) geological and engineering studies and soils reports, if any, (xiv) maintenance reports, if any, (xv) plans and specifications, (xvi) any notices of violations of law received by Seller over the past three (3) years, and (xvii) any appraisals of

the Property over the past three (3) years (all documents referred to under this Section 6.1 shall be referred to herein as the "**Due Diligence Documents**").

6.2 Entry Onto Land and Improvements. As of the Effective Date, and until the Closing Date or earlier termination of this Agreement, Buyer, its contractors, and/or agents shall have the right to enter upon the Land and Improvements upon prior notice to Seller and subject to the Tenant Leases. Seller will provide Buyer and its representatives with reasonable access to any on-site manager and/or employees of the current management firm. Buyer, its contractors, and/or agents will enter upon the Land and Improvements during normal business hours unless otherwise mutually agreed by Buyer and Seller. Buyer, its contractors, and/or agents shall observe appropriate safety precautions in conducting Buyer's inspection of the Land and Improvements. Buyer shall indemnify, defend, and hold Seller harmless from and against any losses, damages, expenses, liabilities, claims, demands, and causes of action (together with any legal fees and other expense incurred by Seller in connection therewith), resulting directly or indirectly from, or in connection with, any inspection or other entry upon the Land and Improvements by Buyer or its agents, employees, contractors, or other representatives, including, without limitation, any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting, or alleged to be resulting, from injury or death of persons, or damage to the Land and Improvements or any other property, or mechanic's or materialmen's liens placed against the Land and Improvements in connection with Buyer's inspection thereof. Notwithstanding the foregoing, Buyer's indemnity shall not apply, and Buyer shall have no liability whatsoever, with regard to the discovery or disclosure of any pre-existing problems on or around the Land and Improvements such as pre-existing environmental contamination or violations of law. If this transaction is not consummated for any reason, Buyer shall immediately repair any damage to the Land and Improvements directly or indirectly caused by any acts of Buyer or Buyer's agents and/or contractors in connection with Buyer's inspection of the Land and Improvements.

Prior to Buyer or Buyer's agents and/or contractors entering onto the Property, Buyer shall (i) obtain and keep in full force and effect insurance as set forth below naming Seller as an additional insured on the Commercial General Liability and Business Automobile insurance policies, and (ii) deliver to Seller, and obtain the approval of Seller of, certificates of insurance evidencing such insurance being in full force and effect.

Type	Limits
Worker's Compensation Employer's Liability	Statutory/\$500,000
Commercial General Liability	\$1,000,000/occurrence \$2,000,000/aggregate
Business Automobile Liability	\$1,000,000 Combined Single Limit

Prior to any Phase II environmental study being conducted on the Property, Buyer shall deliver to Seller, in addition to the certificate required above, a certificate of insurance satisfactory to Seller

and, naming Seller as an additional insured, evidencing that Buyer's agents and/or contractors, have the following insurance in full force and effect meeting the requirements set forth below:

Type	Limits
Professional Liability (including Pollution Coverage)	\$1,000,000/occurrence \$1,000,000/aggregate
Contractor's Pollution Liability	\$2,000,000/occurrence \$2,000,000/aggregate

The aforesaid coverages shall be maintained throughout the term of the Inspection Period. If any such coverages are written on a "claims-made" basis, such coverages shall be kept in force either by renewal thereof or the purchase of an extended reporting period for a minimum of one (1) year following the expiration of the Inspection Period. Nothing herein contained, including but not limited to insurance carried by Buyer, shall in any way be deemed to limit Buyer's liability under this Agreement or otherwise. The insurance requirements contained in this Agreement are subject to annual review and adjustment by Seller's Risk Manager.

6.3 Environmental Investigation and Environmental Reports. Buyer may conduct, at Buyer's cost, such independent investigation and inspection of the Property as Buyer shall deem reasonably necessary to ascertain the environmental condition of the Land and Improvements (the "**Environmental Investigation**"). Notwithstanding anything contained herein to the contrary, Buyer may not undertake a Phase II environmental study, any invasive drilling, or any test, sampling or other action which will or might cause physical damage to the Land and Improvements without Seller's prior written consent. If the transaction contemplated by this Agreement is not consummated for any reason, Buyer agrees to promptly repair any damage to the Land and Improvements caused by any acts of Buyer or Buyer's agents in connection with Buyer's Environmental Investigation. If Buyer's inspection uncovers any pre-existing environmental contamination or violations of law, before providing or disclosing to Seller any results, reports or other information regarding such pre-existing problems, Buyer shall, if permitted by law, inquire as to whether Seller desires a copy of or information regarding the same. If Buyer elects not to purchase the Property, Buyer shall, as permitted by law, maintain such information as confidential. If Buyer elects to purchase the Property without undertaking a Phase II environmental study, Buyer shall be required to sign at Closing a "Buyer's Acknowledgment, Waiver and Indemnification Respecting Environmental Conditions Affecting the Property."

Seller shall deliver to Buyer, not later than five (5) business days after the Effective Date, copies of all environmental reports in Seller's possession relating to the Property (the "Seller's Environmental Reports"). The Seller's Environmental Reports are listed on Exhibit "D" attached hereto.

6.4 Buyer's Acceptance Notice. Buyer shall have the right, in its absolute discretion, for any reason, to terminate this Agreement by written notice to Seller given at any time during the Inspection Period. In the event of such termination, Seller shall retain the Option Fee and any Extension Fees. If Buyer does not elect to terminate this Agreement, Buyer shall, on or before the

end the Inspection Period, deliver to Seller and Escrowholder a written notice of acceptance (the "Acceptance Notice"). If Buyer does not timely send the Acceptance Notice, Buyer will be conclusively deemed to have terminated this Agreement in accordance with Article XIV hereof.

Any Acceptance Notice sent by Buyer to Seller pursuant to the provision of this Section 6.4 shall be conclusively deemed to be Buyer's approval of the Survey and of the condition of title to the Property pursuant to the provisions of Sections 5.1 and 5.2 hereof.

6.5 Management of the Property. From the Effective Date until the Closing Date, Seller shall have no right to enter into or permit any agreement which would affect the Property after the Closing Date (including, without limitation, any Construction Contract, New Tenant Lease, or Governmental Approval) or any modification or termination of any Tenant Lease, Construction Contract, or Governmental Approval, without the prior written consent of Buyer, which may not be unreasonably conditioned, delayed or withheld. A "New Tenant Lease" means any agreement, oral or written, which constitutes a lease, rental agreement, license, or other agreement granting rights of possession, use, or occupancy of the Property, or any amendment, extension, or renewal thereof. A "Construction Contract" means any agreement, oral or written, for the performance of any work on the Property which could result in a mechanic's lien on the Property. A "Governmental Approval" means any agreement, written or oral, which affects the zoning, entitlement, or other legal, governmental, or quasi-governmental rights or obligations of the Property or the owner thereof. From the Effective Date until the Closing Date, Seller shall cause the Property to be kept in good order and condition and in at least as good order and condition as the Property is in as of the date of the Effective Date.

6.6 Estoppel Certificates. On or before the date which is at least fifteen (15) days prior to the Closing Date, Seller shall furnish to Buyer an estoppel certificate completed by each Estoppel Tenant on the form of Exhibit "E" attached hereto. The estoppel certificates shall not be dated more than thirty (30) days preceding the Closing Date.

ARTICLE VII CLOSING

7.1 Buyer's Conditions Precedent to Closing. The obligations of Buyer with regard to Closing under this Agreement are, at its option, subject to the fulfillment of each and all of the following conditions prior to or at the Closing:

- (i) Seller shall have performed and complied with all the agreements and conditions required in this Agreement to be performed and complied with by Seller prior to Closing and Buyer and Seller agree that Escrowholder may deem all such items to have been performed and complied with when Seller has deposited all items in escrow as required hereunder;
- (ii) Buyer shall be in receipt of and approved a "marked-up, signed and dated" Proforma Title in the amount of the Purchase Price and showing title vested in

Buyer subject only to the "Permitted Exceptions", and otherwise complying with the requirements of Article V hereof;

- (iii) the representations of Seller contained herein shall be true and correct in all material respects as of the Closing Date;
- (iv) all other conditions to Buyer's obligation to purchase the Property as set forth herein shall have been satisfied;
- (v) Seller shall not be in material default in any of its obligations under the terms of this Agreement;
- (vi) no material adverse change in the condition of the Property has occurred since the Acceptance Date;
- (vii) any reversionary , restrictive use, or restrictive ownership clauses effecting the Property shall have been released (subject to Section 7.2(iv) below); and
- (viii) Buyer shall have obtained the necessary approval of its Board.

If any one or more items listed above have not been satisfied as of the Closing Date, Buyer shall have the right to terminate this Agreement pursuant to Article XIV hereof.

7.2 Seller's Conditions Precedent to Closing. The obligations of Seller with regard to Closing under this Agreement are, at Seller's option, subject to the fulfillment of each of the following conditions prior to or at the Closing:

- (i) Buyer shall have performed and complied with all the agreements and conditions required by this Agreement to be performed and complied with by Buyer prior to Closing, and Buyer and Seller agree that Escrowholder may deem all such items to have been performed and complied with when Buyer has deposited with Escrowholder all items required hereunder;
- (ii) the representations by Buyer contained herein shall be true and correct in all material respects as of the Closing Date;
- (iii) Buyer shall have provided Seller with an EDB Affidavit, as defined in Section 10.2 hereof;
- (iv) The City of Milwaukee ("City") shall have amended the existing use restrictions contained in the Quit Claim Deeds between the City of Milwaukee as grantor and Milwaukee County as grantee dated (a) December 1939 and recorded as Document 2261025 and (b) dated January 1991 and recorded Document 6453546 to remove the conflicting provisions and insert consistent language substantially as follows:

"It is expressly understood and agreed by the parties hereto that this deed is given upon condition that the lands herein conveyed shall forever solely and exclusively be used as a public park, amusement and recreation grounds or parkway and for such purposes as municipal public park grounds are generally used without expense to the City of Milwaukee, except such as may properly be included in the tax levy upon said city for the current year involved."; and

- (v) Seller shall have obtained the necessary approval of its County Board and/or County Executive by Resolution File No. 14- _____.

If any one or more items listed above have not been satisfied as of the Closing Date, Seller shall have the right to terminate this Agreement pursuant to Article XIV hereof.

7.3 Deposits in Escrow. On or before 12:00 noon on the Closing Date the following deposits shall be made with the Escrowholder to be held in escrow:

A. Seller's Deposits. Seller shall deliver the following, each executed by persons or entities duly authorized to execute same on behalf of Seller:

- (i) the Deed;
- (ii) Certificate of Non-Foreign Status in the form of Exhibit "F" attached hereto;
- (iii) Bill of Sale and Assignment in the form of Exhibit "G" attached hereto;
- (iv) Seller's Certificate in the form of Exhibit "H" attached hereto;
- (v) proof of Seller's authority to enter into this Agreement and to consummate the transaction contemplated herein in a form acceptable to Title Insurer;
- (vi) Seller's closing instructions to Escrowholder; and
- (vii) any other documents requested by Title Insurer to consummate the transaction.

B. Buyer's Deposits. Buyer shall deliver the following, each executed by persons or entities duly authorized to execute same on behalf of Buyer:

- (i) the Purchase Price plus costs to be paid by Buyer pursuant to the terms of this Agreement, and plus or minus prorations and adjustments shown on the Closing Statement executed by Buyer and Seller;
- (ii) Buyer's Certificate in the form of Exhibit "I" attached hereto;

- (iii) proof of Buyer's authority to enter into this Agreement and to consummate the transaction contemplated herein in a form acceptable to Title Insurer;
- (iv) Buyer's closing instructions to Escrowholder; and
- (v) any other documents requested by Title Insurer to consummate the transaction.

C. Joint Deposits. Buyer and Seller shall jointly deposit with Escrowholder two (2) originals of the following documents, each executed by persons or entities duly authorized to execute same on behalf of Buyer and Seller:

- (i) the Closing Statement prepared by Escrowholder for approval by Buyer and Seller;
- (ii) the Operation Contract;
- (iii) the Assignment and Assumption of Leases (and security deposits not heretofore applied) in the form of Exhibit "J" attached hereto; and
- (iv) the Assignment and Assumption of Contracts and Other Obligations in the form of Exhibit "K" attached hereto, assigning to Buyer all of Seller's right, title and interest in the Service Contracts and other obligations.

D. Other Documents. Buyer and Seller shall deposit with Escrowholder all other documents which are required to be deposited in escrow by the terms of this Agreement.

7.4 Costs. Seller shall pay the cost of (i) an ALTA Extended Coverage Owner's Title Insurance Policy, (ii) gap coverage, (iii) documentary transfer taxes and (iv) recording fees. Buyer shall pay the cost of all endorsements to the ALTA Extended Coverage Owner's Title Insurance Policy and the Survey. Buyer shall pay the cost of Escrowholder's charge for the escrow, if any. Buyer and Seller shall each pay its own legal fees incurred in connection with the drafting and negotiating of this Agreement and the closing of the transaction contemplated herein.

7.5 Prorations. The following items shall be prorated between Buyer and Seller as of the Closing Date:

A. Taxes and Assessments. General real estate taxes and assessments and other similar charges which are Permitted Exceptions, but not yet due and payable as of the Closing Date shall be prorated based upon the most recent tax bill and will be final. Any assessments levied against the Property which are payable on an installment basis and which installments are due, payable and outstanding on the Closing Date shall be paid by Seller on the Closing Date;

B. Rentals, Other Income, and Security Deposits. Rentals and other amounts and items of income relating to the Property, shall be prorated as of the Closing Date. Buyer

shall receive a credit at the Closing for the aggregate amount of tenant security deposits and prepaid rents held by or on behalf of Seller.

C. **Expenses.** All expenses of operating the Property which have been prepaid by Seller (except insurance pursuant to Section 7.6 hereof) shall be prorated, but only to the extent such expenses stem from and are consistent with contracts or other arrangements which have been previously disclosed to Buyer on or before the Acceptance Date.

D. **Utilities.** Seller shall receive credit for assignable utility deposits, if any, which are assigned to Buyer at Buyer's request or with Buyer's consent. To the extent possible, Seller shall cause all utility meters with respect to utility charges, which are not payable by tenants, to be read as of the Closing Date, and Seller shall pay all charges for those utilities payable by Seller with respect to the Property which have accrued to the Closing Date and Buyer shall pay all such expenses accruing from and after the Closing Date.

Buyer and Seller agree that, if any of the aforesaid prorations other than taxes and/or assessments cannot be calculated accurately on the Closing Date, the same shall be estimated as of the Closing Date and any final adjustments shall be made within thirty (30) days after the Closing Date or as soon as sufficient information to determine such prorations is available. Prorations for any taxes and/or assessments on the Property shall be final as of the Closing Date. Prorations and adjustments shall be made by credits to or charges against the Purchase Price. Any rents under Tenant Leases collected after the Closing Date by Buyer or any of its agents shall be applied first to the current rent due, and, if any portion of such rents so collected are applicable to any periods prior to the Closing, Buyer shall remit such portion to Seller; provided, however, Buyer shall not be required to make any such remittances more frequently than once each month. For purposes of calculating prorations, Buyer shall be deemed to be entitled to the income and responsible for the expenses for the entire day upon which the Closing occurs.

7.6 **Insurance.** The fire, hazard, and other insurance policies relating to the Property shall be canceled by Seller as of the Closing Date and shall not, under any circumstances, be assigned to Buyer. All unearned premiums for fire and any additional hazard insurance premium or other insurance policy premiums with respect to the Property shall be retained by Seller.

7.7 **Close of Escrow.** As soon as Buyer and Seller have deposited all items required with Escrowholder, and upon satisfaction of Sections 7.1 and 7.2, Escrowholder shall cause the sale and purchase of the Property to be consummated (the "Closing") in accordance with the terms hereof by immediately and in the order specified:

A. **Recordation.** Recording the Deed.

B. **Wire Transfer.** Wire transferring the Purchase Price, less the amount of costs paid by Seller at Closing, and plus or minus the amount of any prorations pursuant to the terms hereof, all as set forth on the closing statement signed by Seller and Buyer, directly to Seller pursuant to Seller's written closing instructions.

C. **Delivery of Other Escrowed Documents.**

- (i) delivering to each of Buyer and Seller at least one executed counterpart of each of the (a) Assignment and Assumption of Leases; (b) Assignment and Assumption of Service Contracts and Other Obligations; (c) Operation Contract; and (d) closing statement;
- (ii) delivering to Buyer the (a) Bill of Sale; (b) Certificate of Non-Foreign Status; (c) Certificate of Corporate Authorization; (d) Seller's Certificate; and (e) Affidavit as to Debts, Liens, Parties in Possession and GAP Coverage; and
- (iii) delivering to Seller the Buyer's Certificate.

7.8 Possession. As of the Closing Date, possession of the Property, subject to the rights and interests of tenants in possession pursuant to the Tenant Leases, along with the following items shall be delivered to Buyer:

- (i) the original of each Tenant Lease and any amendments thereto (if available), or a copy of each Tenant Lease and any amendments thereto in the possession of Seller, if not previously delivered to Buyer;
- (ii) the originals of all Service Contracts in the possession of Seller that have been assigned to and assumed by Buyer, if not previously delivered to Buyer;
- (iii) any keys and or key cards to any door or lock on the Property in the possession of Seller; and
- (iv) all original licenses and permits or certified copies thereof issued by governmental authorities having jurisdiction over the Property which Seller has in its possession and which are transferable.

As of the Closing, the Improvements shall become private property and property tax assessable and Buyer shall have the rights of a private owner.

7.9 Recorded Instruments. As soon after the Closing Date as possible, Escrowholder shall (i) deliver to Buyer the original recorded Deed and the original of any other recorded documents, and (ii) deliver to Seller a copy of the recorded Deed, with recordation information noted thereon, along with copies of other recorded documents.

7.10 Tenant Notices. On or before the Closing Date, Seller and Buyer shall execute a notice to the tenants of the Property, in the form of Exhibit "L" attached hereto, informing tenants that the Property has been sold by Seller to Buyer. Immediately following the Closing, Seller shall deliver such notices to all of the tenants of the Property.

**ARTICLE VIII
CASUALTY**

If any loss or damage, by fire or other casualty, to the Property occurs prior to the Closing Date, Seller shall give prompt written notice to Buyer. If any such loss does not exceed the Materiality Limit, the Closing shall occur just as if such loss or damage had not occurred, and Seller shall deliver to Buyer any and all proceeds paid to Seller by Seller's insurer with respect to such fire or other casualty. At Closing, Seller shall give Buyer a credit on the Purchase Price equal to the lesser of the estimated cost of restoration or the amount of any deductible.

If any such loss or damage exceeds the Materiality Limit, at Buyer's sole option; either:

- (i) this Agreement shall terminate in accordance with the Article XIV if Buyer shall so notify Seller within ten (10) days of Buyer receiving written notice from Seller of the casualty; or
- (ii) if Buyer shall not have timely notified Seller of its election to terminate this Agreement in accordance with paragraph (a) above, the Closing shall occur just as if such loss or damage had not occurred, without reduction in the Purchase Price, and Seller shall deliver to Buyer any and all proceeds paid to Seller by Seller's insurer with respect to such fire or casualty. At Closing, Seller shall give Buyer a credit on the Purchase Price equal to the lesser of the estimated cost of restoration or the amount of the deductible.

**ARTICLE IX
CONDEMNATION**

In the event of (i) any pending or contemplated annexation or condemnation proceeding affecting, or which may affect, all or any portion of the Property, (ii) any proposed or pending proceeding to change or redefine the zoning classification of all or any portion of the Property which would make the present use or the contemplated use of the Property by Buyer non-conforming, or (iii) a proposed change in road patterns or grades which may adversely affect access to the roads providing a means of ingress to or egress from the Property, Buyer shall have the right, at its option, to terminate this Agreement, or to proceed with the purchase of the Property without reduction of the Purchase Price, and Seller shall assign to Buyer its interest in any condemnation actions and proceeds.

**ARTICLE X
REPRESENTATIONS AND WARRANTIES**

10.1 Representations and Warranties of Seller. Subject to the limitations set forth herein, Seller hereby represents and warrants that, except as set forth in Exhibit "M" attached hereto and incorporated herein, to the best of Seller's actual knowledge as of the Effective Date:

- (i) Seller has not received any notice from a governmental or quasi-governmental entity citing Seller for, and otherwise has no knowledge of, any violation of any federal, state, county, municipal, or other governmental or quasi-governmental statute, law, ordinance, judgment, writ, decree, injunction, rule, ruling, regulation, restriction, or order to which the Property or the construction, development, use, operation, maintenance, or management thereof is subject, which violation has not been cured;
- (ii) the tenant list attached hereto and incorporated herein as Exhibit "N" is true and correct as of the date specified thereon;
- (iii) in connection with Tenant Leases: (i) Seller has not received a written claim from any tenant alleging that Seller has defaulted in performing any of its obligations thereunder that has not been cured or otherwise resolved, (ii) no material defaults exist on the part of any tenant thereunder, (iii) none of the tenants now occupying any of the Property is the subject of any bankruptcy, reorganization, insolvency or similar proceeding;
- (iv) Seller has not been served in any litigation, arbitration or other judicial, administrative or other similar proceedings involving, related to, or arising out of the Property which is currently pending;
- (v) Seller, and the individuals signing this Agreement on behalf of Seller, have the full legal power, authority and right to execute and deliver, and to perform their legal obligations under, this Agreement, and Seller's performance hereunder and the transactions contemplated hereby, have been duly authorized by all requisite action on the part of Seller by County Board Resolution File No. 14- ____ and no remaining corporate action is required to make this Agreement binding on Seller;
- (vi) there are no Service Contracts in effect which will become obligations of Buyer following the Closing, except those Service Contracts, if any, which Buyer will agree to assume;
- (vii) Seller has not received official governmental notice of any actual condemnation of the Property or any part thereof;
- (viii) Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445 and regulations issued thereunder);
- (ix) Seller has not received written notice from any governmental agency citing Seller for any Hazardous Material contamination on the Property, or notifying Seller that it is the subject of any investigation, administrative order or litigation with respect to Hazardous Material contamination that is in existence with respect to the Property. As used herein, "Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

as amended, or any other federal, state or local law, ordinance, rule or regulation, applicable to the Property, and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous waste, substance or material; and

- (x) Seller is not, and will not become, a person or entity with whom U. S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Buyer hereby acknowledges that "Seller's actual knowledge", upon which all of the representations and warranties set forth in this Section are based, means only the current actual knowledge of the Involved Seller Employee, without conducting any investigation, inquiry or review whatsoever. To the best of Seller's actual knowledge, there are no employees of Seller who are likely to have information regarding the representations and warranties set forth in this Section which would be superior to that of the Involved Seller Employee. The sole and exclusive obligations of Seller with respect to the representations set forth in this Section shall be as set forth in Section 16.1 hereof.

Except for the warranties set forth in the Deed, which shall survive indefinitely, all representations and warranties of Seller set forth in this Agreement or in any document to be executed by Seller and delivered to Buyer at Closing, shall survive for a period of six (6) months after the Closing Date only.

10.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

- (i) Buyer, and the individuals signing this Agreement on behalf of Buyer, have the full legal power, authority and right to execute and deliver, and to perform their legal obligations under, this Agreement and Buyer's performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer and no remaining action is required to make this Agreement binding on Buyer;
- (ii) Buyer has the financial capacity to perform its obligations under this Agreement;
- (iii) Buyer is not, and will not become, a person or entity with whom U. S. persons or entities are restricted from doing business under regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit,

Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

- (iv) Neither Buyer, nor any member of its Executive Management Team has, either as an individual or as a member of a company, as a shareholder of a corporation, or as a partner in a partnership, any of the following violations of Seller's "Economic Development Buyer Policy":
 - (a) Delinquent real estate or personal property taxes due to any municipality in Milwaukee County;
 - (b) Building or health code violations that are not being actively abated;
 - (c) Conviction for violating an order of the Department of Neighborhood Services or Health Department of any municipality within Milwaukee County within 12 months preceding Closing;
 - (d) Conviction for a felony crime that affects property or neighborhood stability or safety; or
 - (e) Outstanding judgment to Milwaukee County or any municipality within Milwaukee County.

Prior to the Closing Date, Buyer shall execute and deliver to Seller an affidavit ("EDB Affidavit") certifying to Seller that neither it nor any member of its Executive Management Team (defined below) is in violation of Seller's Economic Development Buyer Policy. If at Closing Buyer is unable to give the required certification, the Agreement may be canceled at the option of the County and the Option Fee and any Extension Fee and other fees paid to County pursuant to the this Agreement shall be retained by County.

For purposes of this Agreement, Buyer's "Executive Management Team" is comprised of its Chairman and CEO, John E. Schlifske; President, Gregory C. Oberland; Executive Vice President and CFO, Michael F. Carter; Executive Vice President and CIO, Ronald P. Joelson; Executive Vice President – Operations & Technology, Timothy G. Schaefer; Senior Vice President – General Counsel & Secretary, Raymond J. Manista; Senior Vice President – Human Resources, Joann M. Eisenhart; and Senior Vice President – Insurance & Investment Products, John M. Grogan.

All representations and warranties of Buyer set forth in this Agreement or in any document to be executed by Buyer and delivered to Seller at Closing, shall survive for a period of six (6) months after the Closing Date only.

10.3 Buyer's Reliance on Own Investigation; "AS IS" Sale. The agreements and acknowledgments contained in this Section constitute a conclusive admission that

- (i) Buyer is aware that the Land may contain old building foundations, building materials and other debris. Without changing the "AS-IS/WHERE IS" nature of this transaction, Buyer 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.
- (ii) Buyer agrees and acknowledges that, as of the Closing Date, Buyer shall have made such feasibility studies, investigations, title searches, environmental studies, engineering studies, inquires of governmental officials, and all other inquiries and investigations as Buyer shall deem necessary to satisfy itself as to the condition and quality of the Property. By proceeding with Closing, Buyer acknowledges that it has been given ample opportunity to inspect the Property and that the Purchase Price is a discounted price representing the fact that the Property is being purchased by Buyer on an AS IS, WHERE IS and WITH ALL FAULTS basis; and
- (iii) BUYER FURTHER AGREES AND ACKNOWLEDGES THAT, AT CLOSING, BUYER SHALL BUY THE PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, AND SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION. BUYER IS NOT RELYING ON ANY STATEMENT OR INFORMATION MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXPRESS OR IMPLIED, BY SELLER OR ITS AGENTS AS TO ANY ASPECT OF THE PROPERTY, BUT, RATHER, SHALL BE RELYING ON INDEPENDENT EVALUATIONS BY ITS OWN PERSONNEL OR CONSULTANTS TO MAKE A DETERMINATION AS TO THE PHYSICAL AND ECONOMIC NATURE, CONDITION AND PROSPECTS OF THE PROPERTY.
- (iv) Buyer acknowledges and agrees that the Property is subject to
- (v) Buyer acknowledges that Wis. Stat. § 30.2038 (2014) provides that the Land is not located on land that is part of the lake bed of Lake Michigan and Buyer agrees that Seller is not responsible for any changes or alternate interpretations with respect to the location of the Land.

The provisions of this Section shall survive Closing or other termination of this Agreement.

ARTICLE XI NOTICES

All notices, requests, demands, and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered, (i) when hand delivered to the addressee; or (ii) one (1) business day after having been deposited, properly addressed and prepaid for guaranteed next-business-day delivery with a nationally recognized, overnight courier service (e.g., FedEx, or U.S. Express Mail). All such notices, requests, or demands shall be addressed to

the party to whom notice is intended to be given at the addresses set forth in Article II hereof or to such other address as a party to this Agreement may from time to time designate by notice given to the other party(ies) to this Agreement.

ARTICLE XII BROKERS

Buyer and Seller acknowledge and agree that no brokers have been involved in the transaction contemplated herein and no commissions are due in connection with the Agreement. Each party hereto shall indemnify and hold the other party harmless from and against any claim for commission or other similar compensation due any broker or other third party, including all costs or expenses incurred in connection therewith, to the extent such broker or third party is claiming such amount as a result of an agreement with or through the indemnifying party. This provision shall survive the Closing or other termination of this Agreement.

ARTICLE XIII DEFAULT

In the event of a default by either Seller or Buyer, the remedies for default provided for in this Article XIII shall constitute the sole and exclusive remedies of the other party.

13.1 Default by Buyer. In the event of any default on the part of Buyer, Seller, as Seller's sole and exclusive remedies, shall have the right, provided Seller has given Buyer written notice of such default and Buyer fails to cure such default within five (5) business days following such notice being given, to elect either (i) to terminate this Agreement and retain the Option Fee and any Extension Fees, in which event both parties shall be released of all further liability hereunder, except for the obligations hereunder which expressly survive the termination of this Agreement; or (ii) to file, within thirty (30) days of the Closing Date, an action for specific performance of Buyer's express obligations hereunder. Notwithstanding the foregoing, Buyer and Seller agree that nothing contained herein shall limit Seller's right to seek and obtain damages from Buyer due to Buyer defaulting in its obligations hereunder which expressly survive the termination of this Agreement.

13.2 Default by Seller. In the event of default by Seller, Buyer, as Buyer's sole and exclusive remedies, shall have the right, provided Buyer has given Seller written notice of such default and Seller fails to cure such default within five (5) business days following such notice being given, to elect either (i) to terminate this Agreement and get a refund of the Option Fee and any Extension Fees, in which event both parties shall be released of all further liability hereunder, except for the obligations hereunder which expressly survive the termination of this Agreement; or (ii) if Buyer has delivered the Acceptance Notice, to file, within thirty (30) days of the Closing Date, an action for specific performance of Seller's express obligations hereunder, without abatement of, credit against, or reduction in the Purchase Price. Notwithstanding the foregoing, Buyer and Seller agree that nothing contained herein shall limit Buyer's right to seek and obtain damages from Seller due

to Seller defaulting in its obligations hereunder which expressly survive the termination of this Agreement.

**ARTICLE XIV
NON-DEFAULT TERMINATION**

In the event of any termination of this Agreement pursuant to a provision expressly stating that the provisions of this Article are applicable, except for those obligations which expressly survive termination of this Agreement, neither Buyer nor Seller shall have any further obligations hereunder. In the event of a termination pursuant to this Article, Seller shall retain the Option Fee and any Extension Fees.

**ARTICLE XV
INDEMNITIES**

15.1 Seller's Indemnity. Without in any way modifying the agreement of Buyer and Seller that the Property is being sold to Buyer "AS IS" and "WHERE IS", Seller hereby agrees, from and after the Closing, as the sole and exclusive obligation of Seller with respect to this Agreement or the Property, to indemnify, defend and hold Buyer harmless from and against any actual, direct damages (and reasonable attorneys' fees and other legal costs) incurred by Buyer:

- (a) as a result of any claim or action by any third party in connection with, arising out of, or resulting in any way from the ownership or operation of the Property before the Closing Date; or
- (b) which Buyer can prove Buyer would not have incurred but for inaccuracy in the representations and warranties of Seller set forth in Section 10.1 hereof as of the Closing Date; provided, however, that such agreement by Seller to so indemnify, defend and hold Buyer harmless shall be null and void except to the extent that Seller has received notice from Buyer, pursuant to Article XI hereof, within six (6) months of the Closing which notice specifies the amount, nature and facts underlying any claim being made by Buyer hereunder;

but, specifically excluding from the indemnity set forth in this Section 15.1 any and all claims, suits, actions and damages arising out of or in any way relating to (i) any acts or omissions of Buyer, its agents, employees, representatives, contractors or other persons or entities acting on behalf or at the direction of Buyer; (ii) any matter addressed in Section 10.3 hereof; (iii) any state of facts, whenever occurring, that Buyer had notice of on or before the Closing Date, including, without limitation, any information disclosed in Seller's Environmental Report, or Estoppel Certificates delivered hereunder; (iv) any demand or requirement for modification of the Improvements, including those required under the Americans with Disabilities Act of 1990, and regulations issued thereunder; (v) all obligations arising under or relating to Tenant Leases, Service Contracts and permits, zoning and other legal requirements relating to the Property, except for Tort Claims, (collectively, the "Assumed Obligations"); or (vi) Hazardous Material and pollutants

(except that nothing in this exclusion shall limit any liability of Seller under Section 16.3 hereof). As used herein, "Tort Claim" means any claim or action by a third party alleging bodily injury or property damage that was the direct or proximate result of the neglect or intentional acts or omissions of Seller on the Property; excluding, however, any and all claims, actions and damages arising out of or in any way relating to Hazardous Material or pollutants.

15.2 Buyer's Indemnity. Buyer hereby agrees, from and after the Closing, to indemnify, defend and hold Seller harmless from and against any actual, direct damages (and reasonable attorneys' fees and other legal costs) incurred by Seller:

- (a) as a result of any claim or action by any third party in connection with, arising out of, or resulting in any way from the ownership or operation of the Property from and after the Closing Date;
- (b) as a result of any claim or action by any third party in connection with, arising out of, or resulting in any way from or relating to the "Assumed Obligations" whenever arising, except only as to the extent of express indemnities given by Seller as set forth in Section 15.1 hereof and Seller's obligations, if any, under Section 15.3 hereof; or
- (c) which the Seller can prove Seller would not have incurred but for inaccuracy in the representations and warranties of Buyer set forth in Section 10.2 hereof as of the Closing Date; provided, however, that such agreement by Buyer to so indemnify, defend and hold Seller harmless shall be null and void except to the extent that Buyer has received notice from Seller, pursuant to Article XI hereof, within six (6) months of the Closing, which notice specifies the amount, nature and facts underlying any claim being made by Seller hereunder;

but, specifically excluding from the indemnity set forth in this Section 15.2, any and all claims, suits, actions and damages arising out of or in any way relating to any acts or omissions of Seller.

15.3 Unknown Environmental Liabilities. Unknown Environmental Liabilities shall be allocated in accordance with applicable law. As used herein, "Unknown Environmental Liabilities" means future obligations to remediate Hazardous Material contamination located on, or originating from, the Property which occurred on or before the Closing Date, but only to the extent (a) the underlying Hazardous Material is not disclosed in Seller's Environmental Report or Buyer's Environmental Investigation, (b) neither Seller nor Buyer has notice of such Hazardous Material as of the Closing Date, and (c) remediation or other action with respect to such Hazardous Material is then required by an applicable governmental agency under then current state or federal environmental laws or regulations and also would have been required under state or federal environmental laws or regulations existing as of the Closing Date. Neither Seller nor Buyer shall solicit the involvement of local, state or federal governmental agencies in any of the aforesaid determinations, except only to the extent required by law.

15.4 Buyer's Waiver and Release of Seller. Except with respect to Seller's indemnification obligations set forth in Section 15.1 and Seller's obligations, if any, under Section 15.3, Buyer hereby waives, releases and discharges Seller from all other claims, damages, losses, causes of

action and all other expenses and liabilities relating to the Property (including claims, damages, losses, causes of action and all other expenses and liabilities relating to environmental law and/or the presence of Hazardous Material), whether direct or indirect, known or unknown, foreseeable or unforeseeable, and whether relating to any period of time either before or after Closing.

The provisions of this Section shall survive Closing or other termination of this Agreement

15.5 Survival. All of the provisions of this Article XV shall survive the Closing.

**ARTICLE XVI
MISCELLANEOUS**

16.1 Survival of Representations, Covenants, and Obligations. Except as otherwise expressly provided herein, no representations, covenants, or obligations contained herein shall survive Closing or termination of this Agreement.

16.2 Attorneys' Fees. In the event of any litigation between the parties hereto concerning this Agreement, the subject matter hereof or the transactions contemplated hereby, each party shall pay their own costs.

16.3 Publicity. Buyer and Seller understand that Milwaukee County is bound by the public records law and that all terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et. seq. Buyer further understands that this Agreement will be part of a resolution of Milwaukee County approving the transaction contemplated herein..

16.4 Captions. The headings or captions in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

16.5 Waiver. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

16.6 Time. Time is of the essence with regard to each provision of this Agreement. If the final date of any period provided for herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or banking/national holiday, then the time of that period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking/national holiday. If the Closing Date provided for herein should fall on a Friday, Saturday, Sunday, or national/banking holiday, then the Closing Date shall be deemed extended to the next day which is not a Friday, Saturday, Sunday, or national/banking holiday. All time periods expiring on a specific date or period herein shall be deemed to expire at 5:00 p.m. Central Standard Time on such specific date or period.

16.7 Controlling Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

16.8 Severability. If any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination will not render this Agreement invalid or unenforceable, and the remaining provisions hereof shall remain in full force and effect.

16.9 Construction. Buyer and Seller agree that each party and its counsel have reviewed, and if necessary, revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits, or schedules hereto.

16.10 Amendments. This Agreement may be modified, supplemented or amended only by a written instrument executed by Buyer and Seller.

16.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16.12 Assignment. This Agreement shall not be assigned by Buyer to any party, other than to an affiliate of Buyer, without the written consent of the Seller. Any assignment of this Agreement without the required consent may, at the option of the Seller, result in termination of this Agreement by Seller. In the event of such termination, Seller shall retain the Option Fee and any Extension Fees.

16.13 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are merged herein. No representation, warranty, covenant, agreement, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

Signatures contained on following page

IN WITNESS WHEREOF, the Parties hereto have set their hands as follows.

SELLER: MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

By: _____
Joseph Czarnecki, County Clerk

Reviewed:

By: _____
Amy Pechacek, Risk Manager

Reviewed and Countersigned:

By: _____
Paul Bargren, Corporation Counsel

Countersigned:

By: _____
Scott Manske, Comptroller

BUYER: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: _____

EXHIBIT A

LAND

EXHIBIT B

SPECIAL WARRANTY DEED

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS INDENTURE, is made as of the ___ day of _____, 20__ between _____ ("Grantor") and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, whose mailing address is 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202("Grantee").

WITNESSETH, That the said Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said Grantee, its heirs, successors and assigns forever, the property described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the appurtenances thereto belonging or appertaining, and together with all the estate, right, title, interest, claim, or demand whatsoever of the said Grantor, either in law or equity, either in possession or expectancy of, in and to said premises

SUBJECT, HOWEVER, TO:

1. Real Estate Taxes not yet due and payable;
2. General and Special Assessments payable after the date hereof; and
3. Permitted Exceptions set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said Grantee, and to its heirs, successors, and assigns forever.

And the said Grantor, for itself, its successors and assigns, hereby covenants in this conveyance and in the covenants herein with the said Grantee, its heirs, successors, and assigns, to forever WARRANT AND DEFEND the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, this Special Warranty Deed is executed by Grantor under seal on the day and year first above written.

GRANTOR: MILWAUKEE COUNTY

By: _____
Chris Abele, County Executive

By: _____
Joseph Czarnezki, County Clerk

Signed, sealed and delivered
in the presence of:

EXHIBIT C

OPERATION CONTRACT

AGREEMENT OF OPERATING CONDITIONS

THIS AGREEMENT OF OPERATING CONDITIONS (this "Agreement") is made as of the _____ day of _____, 2014, by and between Milwaukee County ("County"), and The Northwestern Mutual Life Insurance Company ("Owner"),

WITNESSETH

WHEREAS, Owner has purchased from County the property ("Property") commonly known as O'Donnell Park with a street address of 910 E. Michigan Street in Milwaukee, Wisconsin, as more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, as condition of said purchase, County and Owner agreed to certain operational obligations relating those areas of O'Donnell Park commonly known as (i) the O'Donnell Park Parking Structure (the "Structure"), (ii) the Garden Plazas (the "Plazas"), and (iii) the Miller Pavilion (the "Pavilion").

NOW, THEREFORE, County and Owner do hereby enter into this Agreement to set forth the Operation obligations of Owner.

1. Parks District Zoning. The Property is zoned as a Parks District and may only be used "to accommodate a wide variety of public and quasi-public open spaces and facilities providing recreational and cultural opportunities and supporting services for surrounding neighborhoods." Owner shall at all times maintain and operate the Property in compliance with City of Milwaukee ("City") zoning requirements. Owner agrees that if for any reason Owner makes a decision to file a request with City to change the zoning designation of the Property, Owner shall notify County not less than 90 days prior to seeking such rezoning. Said notice shall be given to enable County to, if it chooses, notify City that it is exercising its right to require that any such zoning change require a 75% super majority vote of City's Common Council. Owner further agrees that Owner will not object to any such request by County.

2. Deed Restrictions. If Owner ever seeks to have the deed restrictions, as amended upon Owner's acquisition of the Property, contained in the Quit Claim Deeds between the City of Milwaukee as grantor and Milwaukee County as grantee dated (a) December 1939 and recorded as Document 2261025 and (b) dated January 1991 and recorded Document 6453546 either removed or revised, Owner shall notify County not less than 90 days prior to seeking such removal or revision. If County notifies Owner prior the end of such period that it objects to such removal or revision, Owner shall not proceed with such action.

3. No County Contribution. County will not contribute to any operating or capital costs of the Property.
4. Structure. Based on that certain engineering report prepared for County by Graef Engineering dated _____, 2013, Owner and County assume that the Structure has a remaining useful life of twenty (20) years. From the date hereof until the first to occur of 12/31/33 or the date that Owner makes a good faith determination that the useful life of the Structure has ended (the "Useful Life Period"), Owner agrees that, excepting those spaces leased to parkers having specified access rights, (i) 100% percent of the parking spaces in the Structure will be available for public parking at market rates after 5:00 p.m. Monday through Friday and on weekends and holidays, and (ii) a minimum of 200 parking spaces in the Structure will be available to the public at market rates on all week days, provided, however, parking spots may be temporarily unavailable during maintenance or construction activity in the Structure.
5. Bridges. During the Useful Life Period, public access shall be maintained to the existing Calatrava bridge and to the existing Michigan Street bridge (together the "Bridges"), provided, however, access to the Bridges may be temporarily obstructed by Owner during special events or during maintenance or construction activity on the Property. Maintenance of the Bridges shall be the obligation of their respective owners and not Owner. In the event that either or both Bridges are removed, Owner will cooperate in good faith to determine a new bridge placement to provide access to the Property. Owner shall not charge an easement fee or other fee for any new bridge placement by a municipality.
6. Post Useful Life Period. After the end of the Useful Life Period, Owner shall review parking demand and other desirable and permitted zoning uses of the Property. Any replacement structure that Owner builds shall include a public parking component as determined by Owner.
7. Private Property. Owner shall have all rights of a private owner to control loitering or other disagreeable behavior on the Property. Owner shall have no obligation to repair or replace any part of the Property or Improvements in kind.
8. Captions. The headings or captions in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
9. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
10. Severability. If any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination will not render this Agreement invalid or unenforceable, and the remaining provisions hereof shall remain in full force and effect.
11. Construction. Owner and County agree that each party and its counsel have reviewed, and if necessary, revised this Agreement, and that the normal rule of construction to the effect that any

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

13. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties relating to the operation of the Property, and all prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are merged herein. No representation, warranty, covenant, agreement, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

COUNTY: **MILWAUKEE COUNTY**

By: _____
Chris Abele, County Executive

By: _____
Joseph Czarnecki, County Clerk

Reviewed:

By: _____
Amy Pechacek, Risk Manager

Reviewed and Countersigned:

By: _____
Paul Bargren, Corporation Counsel

Countersigned:

By: _____
Scott Manske, Comptroller

OWNER: **THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**

By: _____

EXHIBIT D
EXISTING ENVIRONMENTAL REPORTS

EXHIBIT E
TENANT ESTOPPEL CERTIFICATE

RE: Lease dated _____ ("Lease") between _____, ("Landlord") and _____ ("Tenant") for Suite ____ ("Premises") in the building located at _____ ("Building").

The Tenant hereby certifies to Landlord, and to _____, a prospective purchaser of the Building, and its successors and assigns (collectively "Buyer"), that the following information with respect to the Lease is true and correct and will be relied upon by Buyer in making its decision to purchase the Building:

1. The Lease is in full force and effect and has not been modified or amended except as specifically set forth in Paragraph 4 below. There are no other agreements, understandings, contracts, or commitments of any kind whatsoever with respect to the Lease or the Premises except as expressly provided in the Lease or in any amendment or supplement set forth below.

2. The Tenant asserts no claim of default or offset or defense against the payment of rent or other charges payable by the Tenant and asserts no claim against the Landlord under the Lease in regard to the operation or maintenance of the property of which the Premises are a part. To the best of Tenant's knowledge and belief, there is no default by Landlord under the Lease and all commitments made to induce Tenant to enter into the Lease have been satisfied.

3. All fixed minimum rental has been paid to the end of the current calendar month, which is _____, 20____, and no rent under the Lease has been paid more than one month in advance of its due date unless as modified by Paragraph No. 11 below regarding security deposits.

4. Dates of any Lease amendments or modifications: _____.

5. Current annual fixed minimum rental: _____.

6. Current estimated monthly additional rental:

7. Lease termination date: _____.

8. The Lease contains no option to renew, first right of refusal, option to expand, or option to terminate, except as follows: _____.

9. The Tenant has not assigned, transferred, or hypothecated its interest under the Lease, except as follows: _____.

10. Tenant is using the Premises only for those purposes specifically permitted under the Lease.

11. Landlord is holding Tenant's security deposit of \$ _____.

12. Tenant is not in default under the Lease nor is there any condition, or any event which has occurred, which, with the passage of time or the giving of notice or both, would constitute a default or breach under the Lease. Tenant is current (i.e., to the extent billed by Landlord) in the payment of any taxes, utilities, common area maintenance payments, or other charges required to be paid by the undersigned, and there exists no dispute relative to any such amounts.

13. The improvements and space required to be furnished according to the Lease have been duly delivered by Landlord and accepted by Tenant. All design allowances, construction allowances or other allowances to which Tenant may now or hereafter be entitled under the Lease have been paid in full, except as follows: None

14. Under the Lease, the Tenant is entitled to the use of _____ parking spaces.

15. Tenant has no options to purchase the Premises or the Building, no rights to lease additional space within the Building and no rights of first offer or rights of first refusal with respect thereto, except as follows:

16. There are no actions, whether voluntary or otherwise, contemplated by, pending or, to the knowledge of Tenant, threatened against Tenant under the bankruptcy laws of the United States or any state thereof. Tenant has not requested any accommodations from any of its creditors.

17. Landlord and Buyer and their respective successors and assigns may rely on this certificate in connection with the purchase and sale of the Premises.

18. Tenant's current address for all notices to be given to it under the Lease is as follows:

The undersigned has all requisite authority to execute this Estoppel Certificate on behalf of Tenant.

Dated: _____, 20__

By: _____

Name: _____

Its: _____

EXHIBIT F

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, the undersigned hereby certifies the following on behalf of _____.

1. _____ is a _____ and is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. _____'s U.S. employer identification number is _____; and
3. _____ office address is _____.

_____ understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of _____.

Dated as of the ____ day of _____, 20__.

By: _____
Name: _____
Its: _____

EXHIBIT G

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of the ____ day of _____, 20__, by _____, a _____ ("Seller") to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Buyer").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged:

A. Seller hereby sells and conveys unto Buyer, its successors and assigns all of the tangible personal property owned by Seller and located at the property described on Exhibit "A" attached hereto (the "Property") including specifically the items set forth on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever. Seller does hereby covenant and agree with Buyer that Seller is the lawful owner of said tangible personal property, that the same is free from all encumbrances and that Seller has good right to sell the interest in the same as aforesaid, and will warrant and defend said interest in the tangible personal property hereby sold unto Buyer, its successors and assigns, against the claims and demands of all persons.

B. Seller hereby assigns to Buyer all of its right, title, and interest, if any, in and to all existing and transferable licenses, permits, approvals, certificates, and agreements with or from all boards, agencies and departments, governmental or otherwise, relating, directly or indirectly, to the ownership, use, operation, and maintenance of the Premises, heretofore issued or executed, together with all renewals, extensions, and amendments thereto and thereof (collectively, the "Licenses").

C. Seller represents and warrants that:
(a) it has the right, power, and authority to execute and deliver this Bill of Sale and Assignment.
(b) it has made no prior assignment of the Licenses.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the day and year first hereinabove written.

By: _____
Name: _____

EXHIBIT H

SELLER'S CERTIFICATE

THIS CERTIFICATE (this "Certificate") is made as of this _____ day of _____, 20__, by _____ ("Seller") in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY ("Buyer").

RECITALS:

Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") with an Effective Date of _____, 20__, with respect to the purchase and sale of property commonly known as _____, located at _____, in the City of _____, County of _____, State of _____, described therein, and the Agreement provides that all of the representations, warranties, and covenants of Seller in the Agreement shall be reaffirmed by Seller at Closing.

Therefore, Seller hereby certifies to Buyer as follows:

- 1. As of the date hereof, all of Seller's representations and warranties set forth in the Agreement, including, but not limited to, those set forth in Section 10.1 of the Agreement, were true, correct, and complete on the date of the Agreement, and remain true, correct, and complete on the date hereof, without exception **or {except as set forth on Exhibit "A" attached hereto }**.
- 2. All capitalized terms used in this Certificate without separate definition shall have the same meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Certificate has been executed by the duly authorized representative of Seller the day and year first above written.

SELLER:

By: _____

Name: _____

Its: _____

EXHIBIT I

BUYER'S CERTIFICATE

THIS CERTIFICATE (this "Certificate") is made as of this _____ day of _____, 20__, by THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY ("Buyer"), in favor of _____ ("Seller").

RECITALS:

Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") with an Effective Date of _____, 20 __, with respect to the purchase and sale of property commonly known as _____, located at _____, in the City of _____, County of _____, State of _____, described therein, and the Agreement provides that all of the representations, warranties, and covenants of Seller in the Agreement shall be reaffirmed by Seller at Closing.

Therefore, Buyer hereby certifies to Seller as follows:

1. As of the date hereof, all of Buyer's representations and warranties set forth in the Agreement, including, but not limited to, those set forth in Section 10.2 of the Agreement, were true, correct, and complete on the date of the Agreement, and remain true, correct, and complete on the date hereof, without exception **or {except as set forth on Exhibit A attached hereto }**.
2. All capitalized terms used in this Certificate without separate definition shall have the same meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Certificate has been executed by the duly authorized representative of Buyer the day and year first above written.

BUYER: THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation

By: _____

EXHIBIT J

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made and entered into as of this _ day of _____, 20__ by and between _____ ("Assignor"), and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation ("Assignee").

RECITALS

Assignor, as Seller, and Assignee, as Buyer, entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") with an Effective Date of _____, 20__, for the purchase and sale of the real estate commonly known as _____, which is legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").

Assignor desires to assign the rights, and Assignee desires to assume, the duties, obligations, and liabilities, of Assignor as landlord under the leases described on Exhibit "B" attached hereto and incorporated herein (the "Leases"), to be effective upon the closing of the sale contemplated under the terms of the Agreement.

All capitalized terms used in this Assignment without separate definition shall have the same meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Leases and Security Deposits. Subject to the terms, covenants, conditions, and provisions of the Leases and this Assignment, Assignor hereby transfers, conveys, and assigns to Assignee all of its right, title, and interest as landlord in, to and under the Leases, and the security deposits under the Leases held by Assignor (the "Security Deposits").

2. Assumption of Leases and Security Deposits. Assignee hereby accepts the transfer, conveyance, and assignment of the Leases and Security Deposits from Assignor and, subject to the terms of the Agreement, assumes all rights, duties, obligations, and liabilities of Assignor under the Leases accruing after the Closing (as defined in the Agreement).

3. Assignor Indemnification. Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from any cost, claim, liability, damage, or expense (including reasonable attorney's fees and costs) arising from any cause of action whatsoever relating to the Leases if and to the extent that cost, claim, liability, damage, or expense relates to acts or omissions occurring prior to the date of this Assignment.

4. Assignee Indemnification. Assignee hereby agrees to indemnify, defend, and hold Assignor harmless from any cost, claim, liability, damage, or expense (including attorneys' fees and costs) arising from any cause of action whatsoever relating to the Leases if and to the extent that cost, claim, liability, damage, or expense relates to acts or omissions occurring after the date of this Assignment.

5. No Merger. This Assignment shall not merge with or limit or restrict any provision of the Agreement, and the provisions of the Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein, including, without limitation, representations and warranties, the apportionment of payment obligations, and indemnification obligations.

6. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective legal representatives, [heirs], successors, and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

By: _____

Name: _____

Its: _____

ASSIGNEE:

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, a Wisconsin corporation

By: _____

EXHIBIT K

ASSIGNMENT AND ASSUMPTION OF CONTRACTS
AND OTHER OBLIGATIONS

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is executed as of the _____ day of _____, 20____, by and between _____, a _____ ("Assignor"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Assignee"), and.

RECITALS

A. Assignor, as Seller, and Assignee, as Buyer, entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") with an Effective Date of _____, 20____, for the purchase and sale of the real estate commonly known as _____, which is legally described in Schedule 1 attached hereto and incorporated herein (the "Property").

B. In connection with the conveyance of the Property, Assignor desires to assign to Assignee all the service, maintenance and other contracts respecting the use, maintenance, development, sale, or operation of the Property or any portion thereof and all transferable guarantees and warranties for the Property and Assignee desires to accept said assignment and assume certain obligations of Assignor under said contracts upon the terms, covenants, and conditions set forth in this Assignment.

C. All capitalized terms used in this Assignment without separate definition shall have the same meanings assigned to them in the Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Service Contracts. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in, to and under those certain service, maintenance, and other contracts and concessions respecting the use, maintenance, development, sale, or operation of the Property or any portion thereof, and all transferable guarantees and warranties for the Property, which are set forth on Schedule 2 attached hereto and incorporated herein, together with all amendments, extensions, renewals, and modifications thereto, to the extent assignable (collectively, the "Service Contracts"), together with all rights and privileges and subject to the covenants and conditions therein mentioned, including any warranties or guaranties with respect to any work performed pursuant to the Service Contracts, to have and to hold the same unto Assignee, its successors and assigns.

2. Assumption of Service Contracts. As of the Closing Date (as defined in the Agreement), Assignee accepts said assignment of the Service Contracts and, subject to the terms

of the Agreement, assumes all of Assignor's obligations under the Service Contracts for the balance of the terms thereof following the Closing Date.

3. Assignor Indemnification. Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from any cost, claim, liability, damage, or expense (including reasonable attorney's fees and costs) arising from any cause of action whatsoever relating to the Contracts (or otherwise with respect to the Property) if and to the extent that cost, claim, liability, damage, or expense relates to acts or omissions occurring prior to the date of this Assignment.

4. Assignee Indemnification. Assignee hereby agrees to indemnify, defend, and hold Assignor harmless from any cost, claim, liability, damage, or expense (including attorneys' fees and costs) arising from any cause of action whatsoever relating to the Contracts if and to the extent that cost, claim, liability, damage, or expense relates to acts or omissions occurring after the date of this Assignment.

5. No Merger. This Assignment shall not merge with or limit or restrict any provision of the Agreement, and the provisions of the Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein, including, without limitation, representations and warranties, the apportionment of payment obligations and indemnification obligations.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and each of their respective successors and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed these presents as of the day and year first hereinabove written.

Assignor: _____

By:

Its:

Assignee:

THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY, a Wisconsin corporation

DRAFT OF 10/08/14

**EXHIBIT L
TENANT NOTICE**

EXHIBIT M
EXCEPTIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES

Pending Litigation:

Jared C Kellner et. al. vs. Advance Cast Stone Co et. al., Milwaukee County Case
Number 2011CV001007

Leases:

Claims of default under lease with Betty Brinn Children's Museum, Inc., dated August
3, 1998, as amended September 1, 2008; and subject to MOU dated September 1, 2008.

EXHIBIT N
TENANT LIST

1. Betty Brinn Children's Museum, Inc.
2. Grandview Management, Inc.

EXHIBIT O

ESCROW AGREEMENT

This Escrow Agreement ("**Escrow Agreement**") is made and entered into as of _____, 2014, between Milwaukee County ("**Seller**"), The Northwestern Mutual Life Insurance Company ("**Buyer**"), and Chicago Title Insurance Company ("**Escrow Agent**"). This Escrow Agreement is executed pursuant to the terms of that certain Real Estate Purchase and Sale Agreement (the "**Purchase Agreement**") between Seller and Buyer pertaining to the sale and purchase of certain real property and improvements located at 910 E. Michigan Street, Milwaukee, Wisconsin (collectively, the "**Property**").

The parties hereto hereby agree as follows:

1. Buyer and Seller shall deposit with Escrow Agent, pursuant to the terms of the Purchase Agreement, those documents set forth therein.
2. Buyer and Seller shall deposit with Escrow Agent, pursuant to the terms of the Purchase Agreement, the closing funds set forth therein.
3. At the closing of the transaction contemplated by the Purchase Agreement, the Escrow Agent shall conduct the closing and disburse the funds and documents as set forth in the Purchase Agreement.
4. Buyer shall indemnify and hold harmless Escrow Agent with respect to all costs and expenses incurred by Escrow Agent including reasonable attorneys' fees by reason of Escrow Agent being a party to this Escrow Agreement, except any such costs and expenses (a) incurred by Escrow Agent as a result of any failure by Escrow Agent to perform its obligations under this Escrow Agreement or (b) arising out of the gross negligence or willful misconduct of Escrow Agent.
5. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with, or for, any documents or funds held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue, and in so refusing, Escrow Agent shall not deliver or disburse said documents or funds, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain from acting and refusing to act until it receives authorization as follows:
 - a. authorization executed by all parties to the disagreement; or
 - b. a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the documents and funds.

Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

6. In the event of any disagreement between Seller and Buyer or among them and any other person resulting in adverse claims and demands being made in connection with the funds and documents, Escrow Agent may commence an interpleader action and deposit the funds and documents with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Buyer and Seller shall jointly reimburse Escrow Agent for any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of an interpleader action.

7. Upon completion of the disbursement of the funds and documents, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

8. In the event of any conflict between this Escrow Agreement and the Purchase Agreement, as between Seller and Buyer, the Purchase Agreement shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

9. Any notice, demand or request, consent or approval ("**Notice**") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Buyer and Escrow Agent as follows:

If to Seller: Milwaukee County Economic Development Division
2711 W Wells Street
Milwaukee, WI 53208
Attn: Teig Whaley-Smith

with a copy to: Milwaukee County Corporation Counsel
Milwaukee County Courthouse, Room 303
901 N. 9th Street
Milwaukee, WI 53233
Attn: Paul Bargren

If to Buyer: The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Steven M. Radke

with a copy to: The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Catherine M. Young

Escrow Agent: Chicago Title Insurance Company
20900 Swenson Drive, Suite 900
Waukesha, WI 53186
Attn: Michele Schmid

All Notices given pursuant to this Escrow Agreement shall be in writing and shall be deemed to have been duly delivered, (i) when hand delivered to the addressee; (ii) one (1) business day after having been deposited, properly addressed and prepaid for guaranteed next-business-day delivery with a nationally recognized, overnight courier service (e.g., FedEx, or U.S. Express Mail); or (iii) when received via electronic mail transmission (provided an original is sent concurrently by one of the other methods of delivery permitted herein).

10. This Escrow Agreement may be executed in multiple counterparts, each of which shall constitute and original, and together shall constitute the Escrow Agreement.

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

- **SELLER** MILWAUKEE COUNTY
By: _____
Name: _____

- **BUYER:** THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
By: _____
Name: Catherine M. Young
Assistant General Counsel and Assistant Secretary

- **ESCROW AGENT:** CHICAGO TITLE INSURANCE COMPANY
By: _____
Name: _____

Milwaukee County, WI

Date of Issue	Name of Obligation	Amount Issued	Final Maturity	Interest Rates Outstanding	1/1/2014 Principal Outstanding	Call Date	O'Donnell Principal Outstanding
07/01/2003	Ref. Bonds, Series 2003A	\$ 100,025,000	08/01/2017	3.40% - 3.90%	\$ 44,755,000	08/01/2014	\$ 194,098
11/01/2005	Bonds, Series 2005A	24,610,000	12/01/2014	4.00%	1,700,000	called	--
11/01/2005	Ref. Bonds, Series 2005B	63,025,000	10/01/2015	5.00% - 5.25%	10,730,000	None	54,743
04/01/2006	Bonds, Series 2006A	31,595,000	10/01/2021	5.00%	20,230,000	10/01/2015	--
06/01/2007	Bonds, Series 2007A	32,625,000	12/01/2022	4.00% - 4.25%	25,100,000	12/01/2016	124,514
05/01/2008	Bonds, Series 2008A	30,860,000	12/01/2023	3.50% - 4.25%	26,300,000	12/01/2017	--
04/02/2009	Taxable Pension Notes, Series 2009A	265,000,000	12/01/2028	4.39% - 6.84%	137,218,545	Make Whole	--
08/01/2009	Taxable Bonds, Series 2009C (BABs)	24,775,000	10/01/2024	4.20% - 5.40%	24,775,000	10/01/2018	--
08/01/2009	Notes, Series 2009D	17,250,000	10/01/2016	2.00% - 2.625%	5,350,000	None	101,383
11/15/2009	Taxable Bonds, Series 2009E (BABs)	30,365,000	08/01/2024	3.00% - 5.25%	29,470,000	08/01/2018	172,853
11/15/2009	Notes, Series 2009F	15,610,000	08/01/2019	2.15% - 3.50%	8,250,000	None	--
05/01/2010	Taxable Bonds, Series 2010A (BABs)	22,725,000	10/01/2025	3.125% - 5.10%	22,725,000	10/01/2018	2,082,154
05/01/2010	Notes, Series 2010B	12,325,000	10/01/2018	2.00% - 3.00%	8,120,000	None	--
12/21/2010	Taxable Bonds, Series 2010C (BABs)	38,165,000	10/01/2026	2.10% - 5.50%	36,920,000	10/01/2019	3,718,369
12/21/2010	Notes, Series 2010D	9,770,000	10/01/2020	1.00% - 4.00%	7,785,000	None	--
03/15/2011	Ref. Bonds, Series 2011A	35,095,000	10/01/2018	5.00%	24,230,000	None	203,540
12/20/2012	Ref. Bonds, Series 2012	23,105,000	12/01/2020	4.00%	23,105,000	None	203,152
02/12/2013	Taxable Pension Notes, Series 2013	138,730,000	12/01/2030	0.493% - 3.862%	138,730,000	12/01/2022	--
06/27/2013	Taxable Ref. Bonds, Series 2013B	99,300,000	12/01/2023	0.577% - 3.539%	99,300,000	None	--
08/14/2013	Bonds, Series 2013A	26,935,000	09/01/2023	2.00% - 3.00%	26,935,000	09/01/2021	--
							\$ 6,854,806

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 15, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Requesting authorization to declare the O'Donnell Parking Structure and the related land located at 929-31 E. Michigan Street surplus and requesting authorization for the County to enter into a Purchase Agreement and related agreements with Northwestern Mutual Life Insurance Company for the purchase of such property.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	(\$132,881)
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$5,000,000
	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

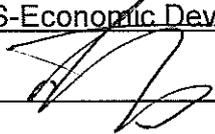
A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board declare the O'Donnell Parking Structure surplus and sell to the Northwestern Mutual Life insurance proceeds. The net proceeds are expected to be \$5,000,000 which would be placed into a Milwaukee County Parks Stabilization Fund. It is projected that this income would be offset by net revenue of \$132,881 that the County would have received if the property was not sold. Ultimately based on the Comptroller's Report (See Exhibit Q attached), "the Workgroup determined the purchase offer from NM to be financially the most advantageous in the long run"

B. See A above.

C. See A above.

D. See Exhibit Q accompanying Report.

Department/Prepared By DAS-Economic Development

Authorized Signature(s) 

Did DAS-Fiscal Staff Review? Yes

No

Did CBDP Review?² Yes

No

Not Required

COUNTY BOARD
 CHAIRMAN
 OCT 20 PM 2:37

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

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

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
39
40
41
42
43
44

(ITEM 56) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to execute the second amendment to Cell Tower Leases at the Marcia P. Cogs Center and County Grounds-East Watertower, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County leases rooftops to private cell phone carriers on county owned facilities; and

WHEREAS, Milwaukee County has a management contract with SBA Site Management, LLC, to administer these agreements; and

WHEREAS, revenue from these agreements benefit the County, and are applied to the budget's bottom line; and

WHEREAS, T-Mobile Central, LLC (T-Mobile), would like to install equipment at the tower located at the Marcia P. Cogs Center, 1220 West Vliet Street, Milwaukee, Wisconsin; and

WHEREAS, United States Cellular Operating Company, LLC (US-Cellular), would like to install equipment at the tower located at County Grounds-East Watertower, 9250 Watertown Plank Road, Milwaukee, Wisconsin; and

WHEREAS, accepting these amendments will provide better service for cell phone customers, including emergency calls, and add additional revenue to Milwaukee County; now, therefore,

BE IT RESOLVED, that the Director of Economic Development, Department of Administrative Services, is hereby authorized to execute the attached amendments to existing cell tower agreements related to T-Mobile and US Cellular; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any document, assignment and/or amendment required to implement the intent of this resolution.

srb
10/30/14
\\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-820 Cogs & County Grounds-East Cell Tower Leases.docx

APPROVED AS TO FORM

CORPORATION COUNSEL

EXHIBIT A

Lessee's Site Number: 784454
Lessee's Site Name: County Grounds

Amendment II

This Amendment II (this "Amendment"), dated this ____ day of _____, 2014 ("Effective Date"), is made to the Milwaukee County Wireless Communication Facility Lease Agreement, dated June 6, 2001 as amended by Amendment I dated August 24, 2011, (collectively, the "Agreement") by and between **UNITED STATES CELLULAR OPERATING COMPANY LLC** ("Lessee"), a Delaware limited liability company, and **MILWAUKEE COUNTY** ("Lessor"), a municipal corporation, with respect to the site known as County Grounds-East Watertower located at 9250 Watertown Plank Road, Milwaukee County, Wauwatosa, Wisconsin 53226 ("Premises").

Lessor's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 900 South Highway Drive, Suite 201, Fenton, Missouri 63026.

Lessee and Lessor desire to amend the Agreement for the purpose of adding and/or modifying equipment at the Premises as further described herein ("Equipment Modification"), and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amendment will have the meanings set forth in the Agreement unless otherwise indicated.
2. **Equipment.** Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Exhibit B-1 to the Agreement is deleted in its entirety and superseded and replaced with Exhibit B-2 attached hereto.
3. **Notices.** Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, SBAM's addresses in the Agreement are hereby superseded and replaced with the following:

SBA Site Management, LLC
900 South Highway Drive
Suite 201
Fenton, Missouri 63026
Attn: Site Administration

with a copy to: SBA Site Management, LLC
1480 Route 9 North
Suite 303
Woodbridge, New Jersey 07095
Attn: Legal

4. **Confirmation.** Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect without modification or amendment. This Amendment will form a part of the Agreement for all purposes and the Agreement and this Amendment will hereafter be read together. In case of any inconsistencies between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

[The next page is the signature page to this Amendment]

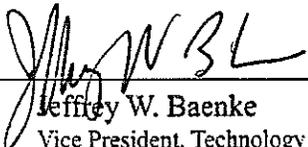
Lessee's Site Number: 784454
Lessee's Site Name: County Grounds

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**COUNTY OF MILWAUKEE, through the
Department of Administration**

By: _____
Name:
Title:
Date:

**UNITED STATES CELLULAR
OPERATING COMPANY LLC**

By:  _____
Name: Jeffrey W. Baenke
Title: Vice President, Technology Development
Date: 6/23/2014

[Signature page to this Amendment]

EXHIBIT B

LESSEE Site ID: ML10002A
LESSEE Site Name: Milwaukee County Social Service

AMENDMENT II

This Amendment II (this "Amendment"), dated this ____ day of _____, 2014 ("Effective Date"), is made to the Milwaukee County Wireless Communication Facility Agreement dated November 1, 2000, as amended by Amendment I dated May 3, 2011 (collectively, the "Agreement") by and between T-MOBILE CENTRAL LLC ("Lessee"), a Delaware limited liability company, and MILWAUKEE COUNTY, a municipal corporation ("Lessor"), with respect to the site known as Coggs Center Building f/k/a Social Services Building/Milwaukee County located at 1220 West Vliet Street in the County of Milwaukee and the State of Wisconsin ("Premises").

Lessor's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 900 South Highway Drive, Suite 201, Fenton, Missouri 63026.

Lessee and Lessor desire to amend the Agreement for the purpose of modifying equipment at the Premises as further described herein, increasing the rent and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor covenant and agree to the following modifications to the Agreement:

1. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

2. Equipment. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit B-1 attached hereto and made a part of the Agreement. In addition, Exhibit C Lease Exhibits will be deleted in its entirety and replaced with the revised Exhibit C-1 attached hereto.

3. Rent. Section V of the Agreement is hereby amended to increase Lessee's Rent:

The current annual Rent shall be increased by Six Thousand and 00/100 Dollars (\$6,000.00) effective on December 1, 2014. The Rent, including the increase identified herein, shall continue to escalate in accordance with the Agreement.

4. Structural Analysis. Prior to the commencement of installation of proposed equipment, Lessee shall complete a structural analysis study (the "Study") of the roof of the building at the Premises (the "Building"), at Lessee's sole cost and expense, to determine the feasibility of installing Lessee's proposed equipment on the roof of the Building, and will furnish Lessor with a copy of the completed Study. In the event the Study indicates that the Building cannot structurally support Lessee's equipment, Lessee may elect to terminate this Amendment upon ten (10) days prior written notice to Lessor. In the event Lessee elects to terminate this Amendment pursuant to this Paragraph 4, neither party hereto shall have any further rights or obligations hereunder except those that by their terms survive the termination of this Amendment.

5. Notices. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, SBAM's addresses in the Agreement are hereby superseded and replaced with the following:

SBA Site Management, LLC
900 South Highway Drive
Suite 201
Fenton, Missouri 63026
Attn: Site Administration

with a copy to: SBA Site Management, LLC
1480 Route 9 North
Suite 303
Woodbridge, New Jersey 07095
Attn: Legal

LESSEE Site ID: ML10002A
LESSEE Site Name: Milwaukee County Social Service

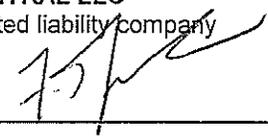
6. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

7. This Amendment shall be effective as of the date last executed by both parties.

LESSEE Site ID: ML10002A
LESSEE Site Name: Milwaukee County Social Service

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to the Agreement as of the date and year last written below.

T-MOBILE CENTRAL LLC
a Delaware limited liability company

Name:  _____

Print Name: Faisal Afridi

Title: Area Director, Engineering & Operations

Date: _____

MILWAUKEE COUNTY
a municipal corporation

Name: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B-1

Equipment

Note: Any Equipment of Lessee not listed on Exhibit B-1 may not be installed by Lessee, unless the Agreement provides otherwise.

Antennas:

Quantity: 9
Type: Panel
Manufacturer: Andrew
Model: TMBX6517R2M
Dimensions: 60"L x 6"W x 3"D
Weight: 12 lbs.
Mounting:
Base of the antenna:
At Centerline of the antenna: 84'71"/71'
Tip of the antenna:
Downtilt:
Mount Type:

Cable(s):

Number of Lines: 9
Type: Coax
Size: 1 5/8"

Number of Lines: 2
Type: Hybrid
Size: 1 1/4"

Tower Mounted Amplifiers:

Quantity: 3
Manufacturer: Andrew
Model: ETT19V2S12UB
Dimensions: 10"L x 8.6"W x 3"D
Weight: 11.2 lbs.
Mounting Height:

Remote Radio Units (RRUs): 6 Total

Quantity: 3
Manufacturer:
Model: FXFB
Dimensions: 22"L x 19.3"W x 5.25"D
Weight: 55 lbs.
Mounting Height:

Quantity: 3
Manufacturer:
Model: FRIG
Dimensions: 18.9"L x 15.2"W x 6"D
Weight: 57 lbs.
Mounting Height:

Diplexers:

Quantity: 3
Manufacturer: Andrew
Model: AWS CBC 1921-DF-DC-6X

Cabinet(s): 2 Total

Quantity: 1
Model: 91/SSC

Ground Space Requirements:

900 Square Feet

Lessee provided Shelter:

Dimensions: 9' x 22'
Type: Rooftop platform

Frequencies:

Transmit: 1850-1920, 1710-1755 MHz
Receive: 1930-1990, 2110-2155 MHz

ERP:

Surge Suppressor(s):

Quantity: 3
Manufacturer:
Model: COVP
Dimensions: 20.22"L x 18.86"W x 7"D
Weight: 19 lbs.
Mounting Height:

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 13, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Cellular tower lease amendments for Coggs Center and County Grounds-East Watertower.

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
(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
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

Although these lease amendments will produce approximately \$6,000 annually, these proceeds are offset by other cell equipment tenants that have terminated their agreements.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review? Yes No Not Required

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

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

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
39
40
41
42
43
44
45
46

(ITEM 57) From the Director of Economic Development, Department of Administrative Services, requesting authorization to enter into a Fourth Amendment to the Development Agreement with UWM Innovation Park, LLC, and The UWM Real Estate Foundation, Inc., to allow development of retail uses on the first floor of any parking structure at Innovation Park, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County (County) and UWM Innovation Park, LLC, and The UWM Real Estate Foundation, Inc., (together "Developer") are parties to a Development Agreement dated February 15, 2011 (the "Agreement"), wherein the parties set forth certain terms and conditions under which certain property purchased by the Developer from the County may be developed; and

WHEREAS, the Agreement was amended by that certain First Amendment to Development Agreement, dated December 21, 2011, further amended by that certain Second Amendment to Development Agreement, executed on August 14, 2013, and further amended by that certain Third Amendment to Development Agreement, executed on September 8, 2014; and

WHEREAS, Developer now requests that the Agreement be amended to provide for a narrow and limited expansion of the "Permitted Uses" thereunder to include retail; and

WHEREAS, retail is permitted under the Agreement as an "Ancillary Support Use," but is geographically limited to the Eschweiler Area; and

WHEREAS, the Fourth Amendment to the Agreement seeks to modify the definition of "Permitted Use" to include the development of retail uses on the first floor of any parking structure located on the property, regardless of geographic location; and

WHEREAS, this will ensure that all employees and visitors of Innovation Park have convenient access to its retail amenities; now, therefore,

BE IT RESOLVED, that the Director of County Economic Development, Department of Administrative Services, is hereby authorized to enter into a Fourth Amendment to Development Agreement between Milwaukee County and UWM Innovation Park, LLC, and UWM Real Estate Foundation, Inc., to modify the definition of "Permitted Uses" to allow development of retail uses on the first floor of any parking structures located on the property, irrespective of geographic location, contingent upon the review of Risk Management and Corporation Counsel; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after

47 Corporation Counsel approval, any agreement, assignment and/or amendment required
48 to implement the intent of this resolution.

49

50

51

srb

52

10/30/14

53

\\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-824 UWM Innovation Park.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 13, 2014

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Fourth Amendment to Development Agreement with UWM Innovation Park, LLC and The UWM Real Estate Foundation, Inc.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	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. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

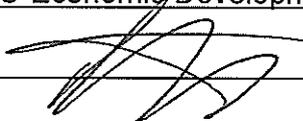
A. The Director of Economic Development, Department of Administrative Services (DAS) is requesting that the County Board approve a resolution to enter into a Fourth Amendment to Development Agreement for Innovation Park to modify the definition of "Permitted Uses" to include the development of retail uses on the first floor of any parking structure location of the Property, regardless of geographic location.

B. None.

C. None.

D. None.

Department/Prepared By DAS-Economic Development

Authorized Signature(s) _____


Did DAS-Fiscal Staff Review? Yes No

Did CDBP Review?² Yes No Not Required

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

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

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
39
40
41
42
43
44
45
46
47

(ITEM 58) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to sell five tax deeded properties back to previous owners in an amount equal to all outstanding taxes, interest, penalties, and an administrative fee of \$5,000 per property, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Milwaukee County Treasurer has acquired numerous properties through the 2013 INREM process by foreclosure proceedings for non-payment of real estate taxes; and

WHEREAS, during the discovery and processing of these properties the previous property owners have expressed their desire to reacquire their former properties; and

WHEREAS, the Milwaukee County Department of Economic Development has determined it to be in the best interest of the County and the parties involved to sell the following properties back to their previous owners:

- (1) 2151 South 63rd Street, West Allis, Wisconsin (WI) to Angela Turco for \$15,278.58
- (2) 3410 South Shauer Avenue, Greenfield, WI to John Kosmatka for \$69,018.40
- (3) 9139 South 5th Avenue, Oak Creek, WI to Gary Navarro for \$27,364.64
- (4) 6034 North Park Road, Glendale, WI to the Estate of Ilmar Jung for \$31,456.27
- (5) 1811 West Silver Spring Drive, Glendale, WI to the Estate of Ilmar Jung for \$78,322.22

;and

WHEREAS, the County would agree to sell the properties for all outstanding taxes plus interest, penalties, an administrative fee of \$5,000 per property; now, therefore,

BE IT RESOLVED, that the Economic Development Project Manager is hereby authorized to sell the above-mentioned properties to their previous owners and or their Estates for the amounts listed previously; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Quit Claim Deed the Properties to the appropriate parties; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any document, assignment and/or amendment required to implement the intent of this resolution.

48
49 srb
50 10/30/14
51 \\Fi01wpchc\comclerk\$\Committees\2014\Oct\ECD\Resolutions\14-819 Tax-Deeded Properties REVISED.docx

REVISED

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 22, 2014

Original Fiscal Note

Substitute Fiscal Note x

SUBJECT: Authorization to Sell Tax Deeded Properties Back to Previous Owners

FISCAL EFFECT:

- No Direct County Fiscal Impact
- Increase Capital Expenditures
- Existing Staff Time Required
- Decrease Capital Expenditures
- Increase Operating Expenditures
(If checked, check one of two boxes below)
- Increase Capital Revenues
- Absorbed Within Agency's Budget
- Decrease Capital Revenues
- Not Absorbed Within Agency's Budget
- Decrease Operating Expenditures
- Use of contingent funds
- Increase Operating Revenues
- 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
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

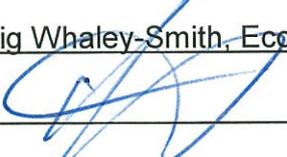
In the space below, you must provide the following information. Attach additional pages if necessary.

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

Five Tax Deeded foreclosed properties that the County wishes to sell back to their previous owners. Properties were acquired by the Treasurer through foreclosure because of non payment of real estate taxes. Economic Development is seeking approval to sell the properties for an outstanding total value of \$221,440.11. Sale of these properties will:

- (a) relieve the County of maintenance obligations; the Economic Development Department does not track maintenance costs per parcel, rather the maintenance budget is spread across all parcels, including new inventory; consequently no budget impact is expected but the sale will allow maintenance efforts to be focused on newly acquired parcels; and
- (b) Reimburse the Treasurer for any outstanding balance incurred by the Treasurer pursuant to Milwaukee County Ordinances 6.03(3)(a). The current balance of outstanding taxes and interest is \$196,440.11. The remaining balance of approximately \$25,000, after closing costs, will be allocated towards Economic Development's budget of \$400,000 of land sales.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

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
39
40
41
42
43
44
45
46

(ITEM 59) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to sell a tax dedeed Excess Property at 2525 West Mill Road in the City of Glendale in the amount of \$127,210.85, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County acquired the property at 2525 West Mill Road in the City of Glendale through foreclosure due to non-payment of real estate taxes; and

WHEREAS, the County's Land Disposition Policy [Ordinance 6.03(3)] allows the Municipality that the property is located in to declare an interest in foreclosed properties; and

WHEREAS, the City of Glendale has declared an interest in the foreclosed property known as 2525 West Mill Road in the City of Glendale for the purposes of incorporating it into their overall community development plan; and

WHEREAS, the total outstanding taxes owned on the property amount to \$122,210.85; and

WHEREAS, the City of Glendale's offer to purchase would be for the total outstanding tax amount plus a County administrative fee of \$5,000; and

WHEREAS, it is in the County's interest in helping its municipalities create economic development through the sale of excess parcels; now, therefore,

BE IT RESOLVED, the Economic Development Project Manager is hereby authorized to enter into an agreement to sell the property at 2525 West Mill Road to the City of Glendale for the above mentioned price of \$127,210.85; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to convey by Quit Claim Deed the property located at 2525 West Mill Road to the City of Glendale; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any agreement, assignment, and/or amendment required to implement the intent of this resolution.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 13, 2014

Original Fiscal Note X

Substitute Fiscal Note

SUBJECT: Authorization to sell County owned excess property at 2525 W Mill Rd to the City of Glendale

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| x Existing Staff Time Required | |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| x 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
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

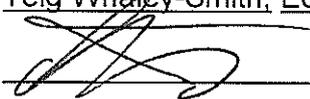
In the space below, you must provide the following information. Attach additional pages if necessary.

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

A property at 2525 W Mill Rd was acquired by the Milwaukee County Treasurer through foreclosure because of non payment of real estate taxes. Economic Development has an agreement in place with the City of Glendale for a value of back taxes plus \$5,000 Administrative fee. The sale of this property will:

- (a) relieve the county of maintenance obligations; the Economic Development Department does not track maintenance costs per parcel, rather the maintenance budget is spread across all parcels, including new inventory; consequently no budget impact is expected but the sale will allow maintenance efforts to be focused on newly acquired parcels; and
- (b) Reimburse the Treasurer for any outstanding balance incurred by the Treasurer pursuant to Milwaukee County Ordinances 6.03(3)(a). The current balance of outstanding taxes and interest is \$122,210.85; and the transactions will pay an administrative fee of \$5,000 towards Economic Development Division's budgeted revenue.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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

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
39
40

(ITEM 60) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to remove the Deed Restriction at 579 West College Avenue in the City of Oak Creek, for the purpose of Road Right of Way, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in September 1988, the City of Oak Creek made an offer to purchase on the 579 West College Avenue property of \$18,000 which was its full appraised value at the time; and

WHEREAS, the purpose of the acquisition was to expand 6th Street further south; and

WHEREAS, Milwaukee County granted the sale to the City of Oak Creek with the condition that a deed restriction be placed on the parcel only allowing the site to be used for Right of Way purposes; and

WHEREAS, the City of Oak Creek has since abandoned its plan to expand South 6th Street; and

WHEREAS, the City of Oak Creek now has the opportunity to use the site as commercial development and allow for a business to expand; now, therefore,

BE IT RESOLVED, that the Milwaukee County Executive shall authorize the Economic Development Project Manager to execute a Release of Deed Restriction for 579 West College Avenue, Oak Creek, Wisconsin to remove any restriction related to Right of Way on the property; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any agreement, assignment, and/or amendment required to implement the intent of this resolution.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 13, 2014

Original Fiscal Note **X**

Substitute Fiscal Note

SUBJECT: Lifting of a Deed restriction on a parcel of property at 579 W College Ave in the City of Oak Creek

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
(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
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	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.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this Resolution would lift a Deed restriction the County place on a parcel of land which only allowed the Grantee (City of Oak Creek) to use the parcel for Right of Way purposes. The lifting of the Deed restriction will allow for the sale of the property to a private owner thus returning the parcel back onto the Tax Roll. Other than the additional property tax revenue generated by this development, no other fiscal impact is expected.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

2014 OCT 20 AM 10:40
COUNTY BOARD
CHAIRMAN

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

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

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
39
40
41
42
43
44
45
46
47
48
49
50
51

(ITEM 61) From the Director of County Economic Development, Department of Administrative Services, requesting authorization to accept Mr. David Shanklin's Offer to Purchase property at 7133 West Becher Street in the City of West Allis in the amount of \$1, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Real Estate Section of the Milwaukee County Economic Development Division received an offer to purchase on an excess County-owned property located at 7133 West Becher Street in the City of West Allis, Wisconsin; and

WHEREAS, the subject property, appraised at \$1, is a single tenant commercial building that is currently condemned and scheduled to be razed per the City of West Allis; and

WHEREAS, the Milwaukee County Treasurer acquired the property by foreclosure proceedings for non-payment of real estate taxes; and

WHEREAS, the offer submitted by Mr. David Shanklin to Milwaukee County is for \$1 and includes the contingency that the City of West Allis must lift its order to raze the property; and

WHEREAS, the deal presented by Mr. Shanklin was initially submitted to the County Passive Review process per Milwaukee County Code of General Ordinances Subsection 6.03(4) on September 5, 2014, and received an official objection from Supervisor Weishan, Jr.; and

WHEREAS, due to the objection, authorization for the sale of the Property was submitted as an action item before the Committee on Economic and Community Development and full Milwaukee County Board of Supervisors; now, therefore,

BE IT RESOLVED, that the Economic Development Project Manager is hereby authorized to sign an Offer to Purchase from Mr. David Shanklin for \$1; and

BE IT FURTHER RESOLVED, that if Mr. David Shanklin successfully petitions the City of West Allis to lift its order to raze the property, the County Executive and the County Clerk are hereby authorized to convey by Quit Claim Deed the property located at 7133 West Becher Street, West Allis, to Mr. David Shanklin; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk and/or other appropriate County officials be hereby authorized to execute, after Corporation Counsel approval, any agreement, assignment, and/or amendment required to implement the intent of this resolution.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: October 13, 2014

Original Fiscal Note x

Substitute Fiscal Note

SUBJECT: Authorization to sell County owned excess property at 7133 W Becher St, West Allis, WI

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| x Existing Staff Time Required | |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| x Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" 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
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

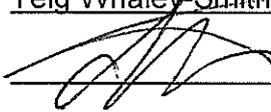
In the space below, you must provide the following information. Attach additional pages if necessary.

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

A commercial building at 7133 W Becher St in West Allis, WI was acquired by the Milwaukee County Treasurer through foreclosure because of non payment of real estate taxes. Economic Development has received an offer to purchase from a private buyer in the amount of \$1.00. Sale of the property will:

- (a) relieve the county of maintenance obligations; the Economic Development Department does not track maintenance costs per parcel, rather the maintenance budget is spread across all parcels, including new inventory; consequently no budget impact is expected but the sale will allow maintenance efforts to be focused on newly acquired parcels;
- (b) This transaction will also put the property back on the tax rolls.

Department/Prepared By Teig Whaley-Smith, Economic Development Director

Authorized Signature 

Did DAS-Fiscal Staff Review? Yes No

Did CBDP Review?² Yes No Not Required

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

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