

1 By Supervisors Lipscomb and Biddle

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**A RESOLUTION**

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Related to the use of Milwaukee County Community Development Block Grant (CDBG) funds by municipalities.

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WHEREAS, Milwaukee County has been designated as an Urban County by the U.S. Department of Housing and Urban Development (HUD) in partnership with 16 suburban municipalities (excluding Wauwatosa, West Allis and Milwaukee) for the Community Development Block Grant program; and

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WHEREAS, these municipalities have entered into an agreement with Milwaukee County to divide the annual grant evenly, after allocating administrative costs, between them and Milwaukee County with the Intergovernmental Corporation Counsel (ICC) approving the allocation between municipalities; and

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WHEREAS, HUD has adopted policies which require that all funds must be spent on projects that meet their eligibility rules and that funds be used within a certain time period or they will be returned to Milwaukee County to be reallocated or returned to HUD; and

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WHEREAS, River Hills has received CDBG allocations by the ICC allocation which have not been used because of a lack of eligible projects and they have requested that they be permitted to transfer their CDBG allocation to another participating municipality for other compensation (but all past transfers have not involved other compensation); now, therefore,

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BE IT RESOLVED that Milwaukee County adopts the policy for all participating suburbs, that any transfer of their CDBG allocations between municipalities shall not involve other non-CDBG compensation because this would be contrary to the purpose of the CDBG program.

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## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** September 7, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Milwaukee County Community Development Block Grant (CDBG) funds by municipalities.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	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.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

No Fiscal Effect

Department/Prepared By Glenn Bultmann, Research Analyst

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

Did DAS-Fiscal Staff Review?  Yes  No

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

**COUNTY OF MILWAUKEE  
Inter-Office Communication**

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**Date:** June 27, 2011  
**To:** Supervisor Lynne De Bruin, Chairperson, Economic & Community Development Committee  
Supervisor Michael Mayo, Sr., Chairman, Transportation & Public Works Committee  
**From:** Jerome J. Heer, Director of Audits  
**Subject:** Residency of Contractor Employees Working on County Construction Contracts (File No. 10-135)

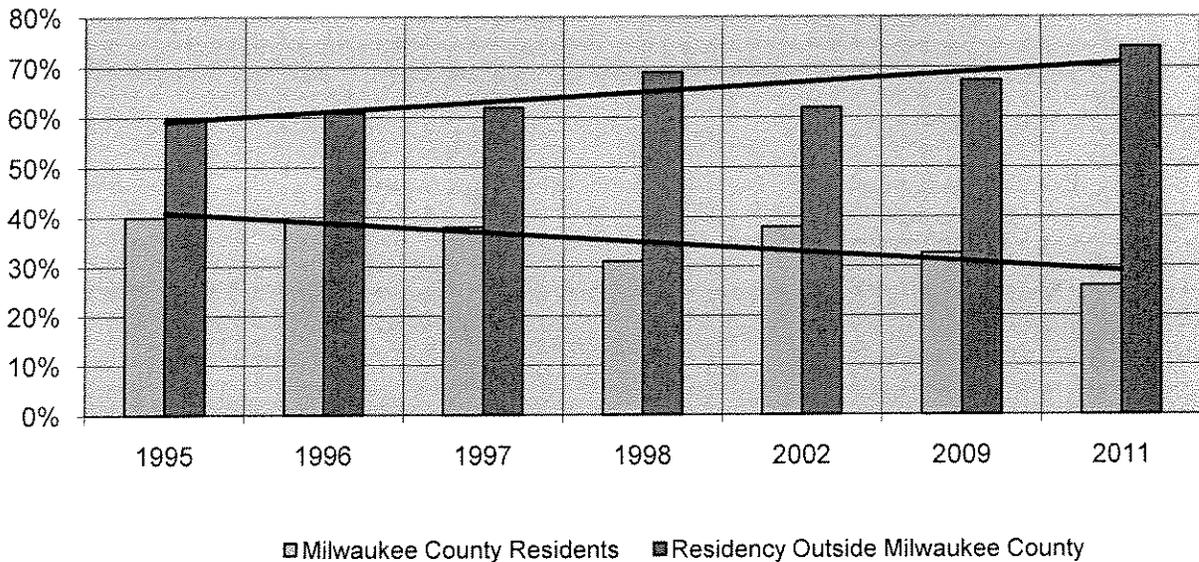
We have completed a review of the residency of construction workers charged to County construction contracts entered into July 1, 2010 through May 31, 2011. Over this period, the County entered into contracts that included a residency goal covering 27 projects totaling about \$8.1 million. Contractors have submitted invoices for only nine projects as of June 3, 2011, with gross wages totaling \$123,758. Each of the nine projects require 50% of the gross wages be paid to County residents.

Given the limited amount of data to analyze to date, it is too early to determine the effectiveness of policies and procedures initiated to improve County resident participation in construction contracts. However, the overall trend thus far has not been positive. To date, only 26% of gross wages have been paid to County residents in the nine projects. Only one project was meeting the residency goal (51% achievement level). It should be noted that, theoretically, the contractors have the ability to become compliant prior to contract completion. According to the Department of Transportation and Public Works (DTPW) management, only one project had reached the point where overall compliance was not likely, resulting in a letter from DTPW to the contractor.

**Background**

County Board Resolution 95-573 established a residency requirement in County construction contracts. However, Milwaukee County has had limited success in achieving a goal paying 50% of gross wages to County residents, shown in the following chart.

### Milwaukee County Construction Contract Payroll Residency Percentages Sample Results 1995 - 2011



Source: Payroll information supplied by contractors to the Department of Transportation and Public Works and reviewed by the Department of Audit.

We have updated the chart to include current payroll data reviewed to date. Since 1995, the highest residency rate has been about 40%. In 2010, a Residency Contracting Workgroup was formed to come up with recommendations to reach the 50% goal and better monitor its achievement. The workgroup offered the following six recommendations:

1. A 50% County residency goal should be included in bid documents and contracts for all public works projects, including Time and Materials contracts.
2. Contracts will be awarded to the lowest responsive, responsible bid with the residency goal identified as a factor in the responsiveness of a bid.
3. The basis for the goal shall be the percentage of gross payroll dollars expended on the project.
4. Prior to implementation of revisions to bid and contract documents, the Office of Corporation Counsel will review draft language to ensure that implementation of the policy will be as defensible as possible.
5. Monitoring of goal achievement shall be done by the Department of Audit on a sample basis similar to the process used when the residency goals were initiated in 1995. Contractors will be required to provide invoices that facilitate monitoring efforts. The reports will be provided on a semi-annual basis.

6. Consideration will be given to the establishment of waiver opt-out charges and/or liquidated damages that may generate funds that could be targeted to job training.

With this guidance, the Department of Transportation and Public Works (DTPW) established new procedures that became effective with contracts bid out beginning July 1, 2010. New language was added to bid documents and final contract language. Perhaps more importantly, contracts spelled out the following four negative actions that could be taken against contractors not meeting contract terms, including the stated residency requirement.

1. Withhold payments on the contract.
2. Terminate or cancel the contract, in whole or in part.
3. Consider possible debarment of the contractor from bidding for a period of up to two years.
4. Any other remedy available to the County at law or in equity.

Discussions with the Director of Architectural Engineering and Environmental Services disclosed concern over the process for determining which action to take against contractors out of compliance with the residency requirement, including the contractor currently identified as noncompliant. Another related matter is the use of incentives to foster compliance.

#### **Contracts Without a Residency Requirement**

It should be noted that since the new procedures were implemented effective July 1, 2010, the County has also entered into contracts for an additional 17 County construction projects that do not include a residency requirement. The value of these contracts, totaling an estimated \$51.2 million, is over six times the value of contracts that include the residency requirement.

Residency requirements were waived in seven projects totaling \$2.9 million due to the specialty nature of the project and the lack of County expertise to perform the work.

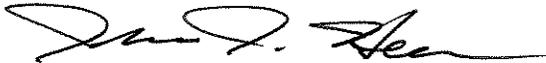
The remaining ten projects, totaling \$48.3 million, were airport or roadway projects involving direct federal or State pass-through funding. According to a Corporation Counsel opinion, "... the County may not apply a geographical preference to projects funded directly by the federal government or by the State when it merely "passes through" federal funds for local projects." Given the large dollar amount of these contracts, other options to encourage winning contractors to utilize Milwaukee County's workforce should be documented and evaluated. The Chairman of the Board has instructed Corporation Counsel to work with the Contractor Residency Workgroup to address this issue.

Supervisor Lynne De Bruin, Chairperson, Economic & Community Development Committee  
Supervisor Michael Mayo, Sr., Chairman, Transportation & Public Works Committee  
June 27, 2011  
Page Four

**Conclusions**

DTPW took prompt action to re-initiate the policy of the Board to promote employment of County residency. Although there have been relatively few payments made for contracts covered by the renewed contractor residency initiative, the trend is not favorable. In addition, further work is needed to address two key issues: 1) the applicability of the initiative to Federal and State funded projects and 2) application of appropriate incentives and disincentives.

Please contact me if you have any questions.



Jerome J. Heer

JJH/cah

cc: Milwaukee County Board of Supervisors  
John Jorgensen, Acting Corporation Counsel  
Pat Farley, Director, Department of Administrative Services  
Stephen Cady, Fiscal and Budget Analyst, County Board Staff  
Jack Takerian, Director, Department of Transportation & Public Works  
Greg High, Director, Architectural Engineering and Environmental Services, DTPW  
Terrence Cooley, Chief of Staff, County Board Staff  
Jodi Mapp, Committee Clerk, County Board Staff  
Linda Durham, Committee Clerk, County Board Staff  
Martin Weddle, Research Analyst, County Board Staff  
Glenn Bultman, Research Analyst, County Board Staff

INTER-OFFICE COMMUNICATION

DATE: September 2, 2011  
TO: Committee on Economic and Community Development  
FROM: Craig C. Dillmann, Manager, Real Estate Services  
SUBJECT: Status of 2011 excess property sales (**INFORMATION ONLY**)

The Real Estate Services Division of the Department of Transportation and Public Works reports to the Committee, on a monthly basis, the status of excess property sales. Attached is the monthly report for period ending August 31, 2011.

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Craig C. Dillmann, Manager  
Real Estate Services

Meeting Date: September 19, 2011

cc. Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Jack Takerian, Director of Transportation and Public Works  
Vince Masterson, Fiscal Management Analyst



**REAL ESTATE SERVICES DIVISION**

**SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS**

<b>PROPERTY</b>	<b>BUYER</b>	<b>CLOSING</b>	<b>COMMENTS</b>
Block 6E, Park East	Rainier Properties II, LLC	3 <sup>rd</sup> quarter 2012	Option extension granted until June 30, 2012. If Buyer exercises option closing to occur within 30 days.
3231 S. 122 <sup>nd</sup> Street	Daniel Lochner Ann Powers	3 <sup>rd</sup> quarter 2011	Preparing closing documents for a September closing.
NE Quadrant County Grounds	UWM, Innovation Park, LLC	February 15 2011	<p>Initial \$5 million paid at closing.</p> <p>County Board extended each of the purchase price installment payment dates after closing by twenty-four (24) months as follows:</p> <ul style="list-style-type: none"> <li>• Second \$5 million payable on February 15, 2014</li> <li>• \$887,500 payable on February 15, 2015</li> <li>• \$887,500 payable on February 15, 2016</li> <li>• \$887,500 payable on February 15, 2017</li> <li>• \$887,500 payable on February 15, 2018</li> </ul>

## COUNTY OF MILWAUKEE

## INTER-OFFICE COMMUNICATION

DATE : August 26, 2011

TO : Supervisor Lynne, De Bruin, Chairperson  
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager of Real Estate Services  
Department of Transportation and Public Works

SUBJECT : From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block One) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River.

**POLICY ISSUE:**

Revision of the Development Agreement for Block 26 requires County Board approval.

**BACKGROUND:**

RSC & Associates ("RSC") closed on the purchase of Block 26 in December 2007 and the County was paid the \$2,725,000 purchase price. RSC was prepared to break ground on the Park East Square project ("Project") when the economic downturn resulted in the Project lender rescinding RSC's loan commitment. Therefore, the construction timeline in the Development Agreement cannot be met until RSC secures replacement financing.

As outlined in the attached letter from RSC, dated August 24, 2011, RSC notes they have worked diligently to modify their project form and function and pursued a variety of financing alternatives needed to fund their Park East Square Project during a challenging financial and economic climate.

RSC has indicated they have expanded their project team to include a Milwaukee real estate development firm, with the strength and experience to assist moving Phase I of Park East Square Project forward. The new Project mix for Phase I includes 85 apartment units, comprising 20% affordable units, 14,600 square feet of retail and 246 parking spaces, with a development cost of approximately \$20 million.

With bank financing being more viable for apartment construction, the expanded

Project team is aggressively pursuing conventional bank financing as well as other various funding alternatives to generate the needed Project capital.

The Project architect has furnished the City of Milwaukee with initial design modifications for the new Project mix and will continue to work closely with the City to achieve approval of Phase I.

RSC recognizes they must ultimately return to the County to obtain the approval of an amended Development Agreement incorporating the expanded Project team and the modified Project mix. Therefore, in order to ensure the necessary time to pursue the County approval, finalize Project financing and advance the modified Project design to City approval, RSC is requesting a nine (9)month extension to the Project Excavation Commencement Date, until June 30, 2012 and sixty days thereafter for the Excavation Completion Date as called for in the Development Agreement. The nine month extension will also permit commencement of construction during more suitable weather conditions.

An extension will require an amendment to the Development Agreement (“Sixth Amendment”). The following summary terms and conditions of a Sixth Amendment to the Development Agreement are:

1. The Project Excavation Commencement Date, as defined in the original Development Agreement with Milwaukee County, be extended from September 30, 2011 to June 30, 2012 and 60 days thereafter for the Excavation Completion Date.
2. In addition to the of \$2,725,00 purchase price paid to the County at closing, RSC has subsequently forfeited to the County the entire \$50,000 in the Letter of Credit for not meeting the previous Excavation Completion Dates. The Letter of Credit will be refunded by RSC to the original \$50,000 prior to the Excavation Commencement Date.
3. In the event RSC fails to achieve the June 30, 2012 Excavation Commencement Date and the Excavation Completion Date 60-days thereafter, the County shall be entitled to all the remedies, rights, terms and conditions accruing in the Development Agreement, including without limitation, a \$2,000/day penalty and the County’s option to repurchase Block 26 at 85% of what the County was paid.
4. Except as noted above, the terms and conditions of the Sixth Amendment to the Development Agreement of Block 26 would be substantially the same as the terms and conditions of the original Development Agreement.

**RECOMMENDATION:**

With the strength of the expanded Park East Square development team, the commencement of the Project is greatly enhanced. The commencement of the Project will lead to increased jobs, tax base and catalyze further development in and in proximity to the Park East Corridor. Therefore, staff respectfully requests approval of the above-described Sixth Amendment to the Development Agreement for Block 26.

**FISCAL NOTE:**

Extending the Excavation Commencement Date for Block 26 until June 30, 2012 and sixty days thereafter for the Excavation Completion Date, pursuant to the Sixth Amendment, will not include the payment of an extension fee.

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Craig C. Dillmann, Manager  
Real Estate Services

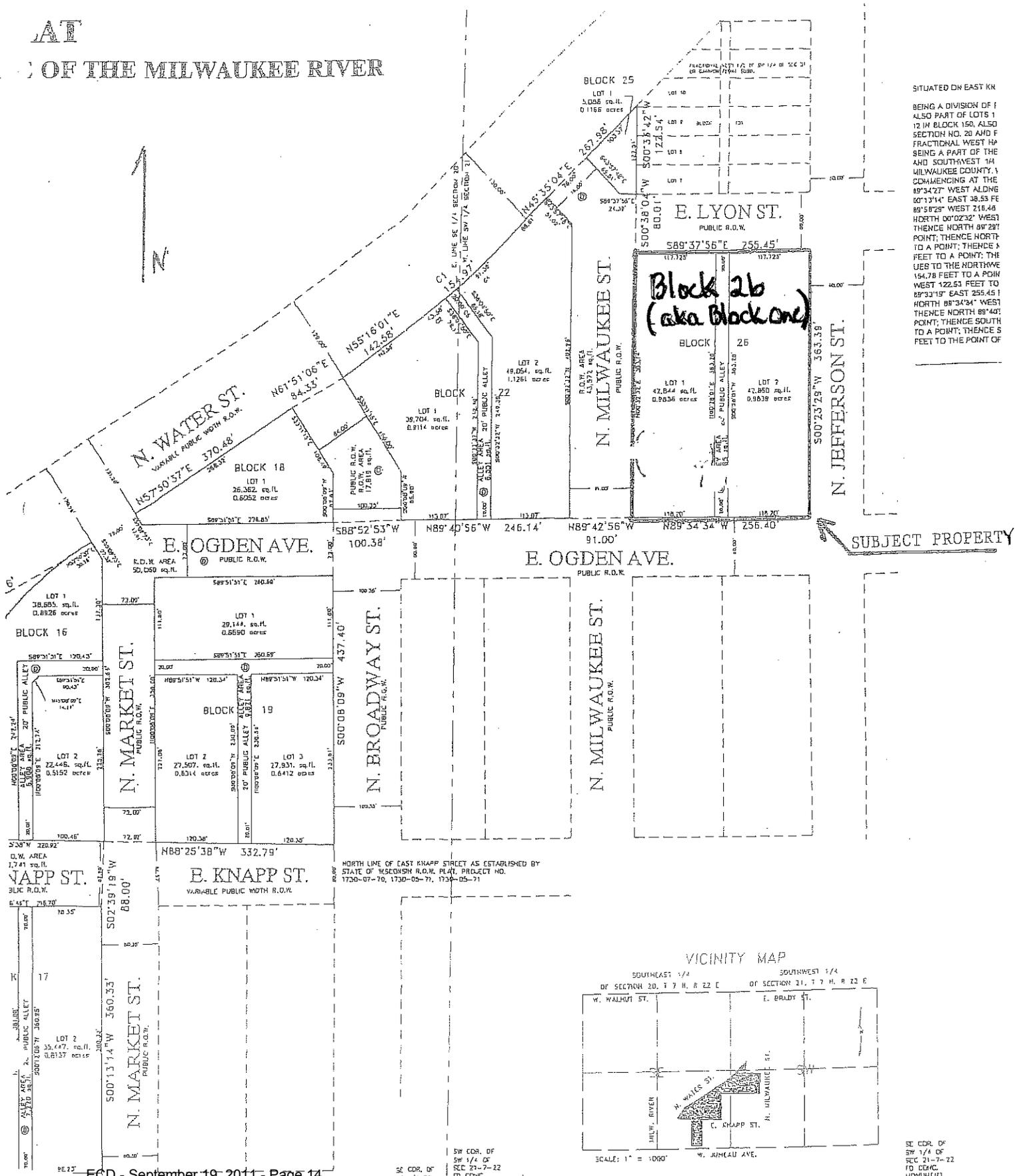
Meeting Date: September 19, 2011  
Attachment

cc: Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Jack Takerian, Director, Transportation and Public Works  
Brian Taffora, Director, Economic Development  
Vince Masterson, Fiscal Mgmt. Analyst-DAS

Blk26DevAgAmnd6

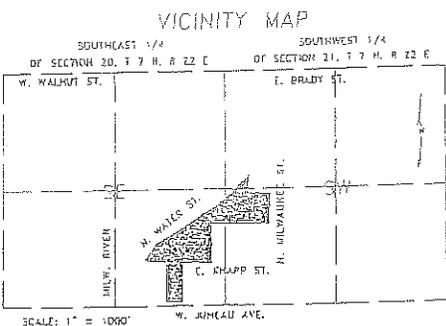
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OF THE MILWAUKEE RIVER



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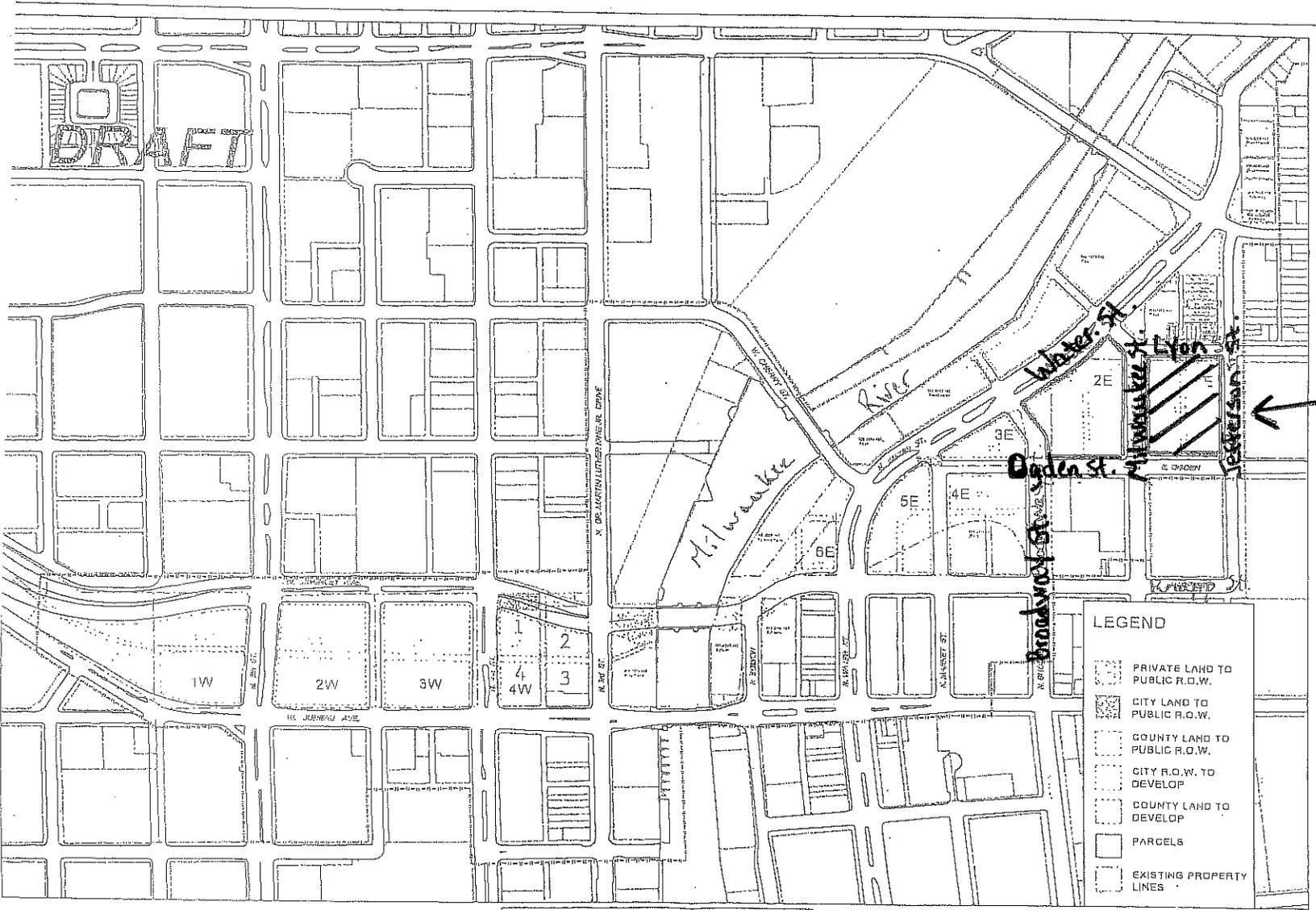
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Subject  
Block 26  
(aka Block One)

PLANNING AND DESIGN INSTITUTE, INC.  
417 N. MILWAUKEE ST. MILWAUKEE, WI 53233-2000

Park East Redevelopment  
Land Ownership

0 10 20  
August 27, 2003



**Richard Curto**  
Chief Executive Officer

rcurto@rscrealestate.com  
www.rscrealestate.com

Via Email

To: Economic & Community Development Committee of Milwaukee County

From: RSC & Associates for Park East Square, LLC

Date: August 24, 2011

Block One was purchased by RSC & Associates from Milwaukee County in December 2007 for \$2,725,000 and Park East Square was set to break ground on the project comprising a 122-room Hyatt Place Hotel, a 108 room Hyatt Summerfield Suites Hotel, retail space, 121 unit residential apartment component and a 277 space parking garage until the economic downturn resulted in the project lender rescinding the loan commitment.

Since the closing on the land, RSC has worked diligently to modify the project in form and function to conform to the unprecedented financing environment we continue to experience. This design evolution resulted in a proposed partnership with CommonBond to develop an affordable housing project on a portion of the site. However, CommonBond did not receive the 9% tax credit allocation that was required which prevented the project from moving forward. Park East Square continued to develop the affordable housing concept.

We are very excited to advise the Committee that we are expanding our project team to include a local Milwaukee developer who is a very strong, well respected real estate development firm headquartered in Milwaukee with experience in almost all types of real estate including multifamily similar to the Park East Square.

The strength of the expanded Park East Square project team will move Phase 1 of the project forward, which is designed to include 85 luxury apartment units including 20% affordable units,

14,600 square feet of retail and 246 parking spaces with a total development cost of approximately \$20 million.

The Milwaukee rental market is strong and is expected to continue the positive momentum based upon the market study and research reports related to the transition from the purchasing of condominiums to the very strong demand to rent quality market rate and affordable apartments.

The bank financing market for apartment construction loans has improved quite a bit over the last year and the project team is aggressively marketing the project to conventional lenders. It appears the apartment financing market is ready and interested in providing the financial support needed to move forward and we have interest from at least five major Milwaukee and national lenders.

We are also working with the AFL/CIO Housing Income Trust to potentially buy the Midwest Disaster Tax Exempt bonds that we obtained from a Federal program through the City of Milwaukee. This purchase would, in essence, be construction loan financing for the project. As you can see, we appear to have weathered the storm and are confident that the proposed project will be capitalized and can move forward.

Due to the location of the project and the civic benefits it will provide to the neighborhood, the development qualifies for New Market Tax Credits. The project team is working closely with WHEDA and First-Ring Industrial Redevelopment Enterprise, Inc. (FIRE) to receive an allocation to further entice the financing marketplace to become a member of our team and move the project forward.

Our architect has provided updated massing diagrams and elevations for the new proposed project and is working closely with the City to review and approve the modifications. We expect to receive approval to move forward with the hopes of starting construction by mid next year.

We understand that we must appear to obtain County approval of a revised Development Agreement incorporating the expanded project team and the modified project mix. In order to ensure we have the time necessary to receive the various county and city approvals, finalize the financing and complete the design, we are requesting a nine month extension of the Project Excavation Commencement Date from September 30, 2011 to June 30, 2012. This will permit construction commencement within a more reasonable time of year.

Sincerely,



Richard Curto

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File No.  
(Journal )

(ITEM ) From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block One) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS; RSC & Associates (“RSC”) closed the purchase of Block 26 in December 2007 and the County was paid the \$2,725,000 purchase price. RSC was prepared to break ground on the Park East Square project (“Project”) when the economic downturn resulted in the Project lender rescinding RSC’s loan commitment, with the result being the construction timeline in the Project Development Agreement cannot be met until replacement financing is secured; and

WHEREAS, in a letter dated August 24, 2011, RSC indicated they have worked diligently to modify their project form and function and pursued a variety of financing alternatives needed to fund their Park East Square Project during a challenging financial and economic climate; and

WHEREAS, the Project team has been expanded to include a Milwaukee real estate development firm with the strength and experience to assist moving Phase I of the Park East Square Project forward. Phase I includes 85 apartment units, comprising 20% affordable units, 14,600 square feet of retail and 246 parking spaces, with a development cost of approximately \$20 million; and

WHEREAS, with bank financing being more viable for apartment construction, the expanded Project team is aggressively pursuing conventional bank financing as well as other various funding alternatives to generate the needed Project capital; and

WHEREAS, the Project architect has furnished the City of Milwaukee with initial design modifications for the Project mix and will continue to work closely with the City to achieve approval of Phase I; and

WHEREAS, RSC recognizes that they must ultimately return to the County to obtain the approval of an amended Development Agreement incorporating the expanded Project team and the modified Project mix, so therefore in order to ensure the necessary time to pursue County approval, finalize Project financing and advance the modified Project design to City approval, RSC is requesting a nine (9) month extension to the Excavation Commencement Date until June 30, 2012 and sixty days thereafter for the Excavation Completion date. A nine month extension will also permit commencement of construction during more suitable weather conditions.

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WHEREAS, an extension will require an amendment to the Development Agreement ("Sixth Amendment") and the following summary terms and conditions of the Sixth Amendment to the Development Agreement are as follows:

1. The Project Excavation Commencement Date, defined in the original Development Agreement with Milwaukee County, be extended from September 30, 2011 to June 30, 2012 and 60 days thereafter for the Excavation Completion Date.
2. In addition to the \$2,725,000 purchase price paid to the County at closing, RSC has subsequently forfeited to the County the entire \$50,000 in the Letter of Credit for not meeting the previous Excavation Completion Dates and the Letter of Credit will be refunded by RSC to the original \$50,000 prior to the Excavation Commencement Date.
3. In the event RSC fails to achieve the June 30, 2012 Excavation Commencement Date and the Excavation Completion Date 60-days thereafter, the County shall be entitled to all the remedies, rights, terms and conditions accruing in the Development Agreement, including without limitation, a \$2,000/day penalty and the County's option to repurchase Block 26 at 85% of what the County was paid.
4. Except as provided above, the terms and conditions of the Sixth Amendment to the Development Agreement of Block 26 would be substantially the same as the terms and conditions of the original Development Agreement; and

WHEREAS, with the added strength of the expanded Park East Square Project development team, the commencement of the Project is greatly enhanced and the construction commencement will lead to increased jobs, tax base and catalyze further development in and in proximity to the Park East Corridor; and

WHEREAS, the Committee on Economic and Community Development, at their meeting on September 19, 2011, recommended approval of the above-described Sixth Amendment; now, therefore,

BE IT RESOLVED, the County Executive and the County Clerk are hereby authorized to execute, after Corporation Counsel approval, the above-described Sixth Amendment to the Development Agreement for Block 26 in the Park East Corridor.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** August 26, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From RSC & Associates requesting an amendment to the Development Agreement for the 2.13-acre Block 26 (aka Block One) in the Park East Corridor, located between North Jefferson, North Milwaukee and East Lyon Streets and East Ogden Avenue in the City of Milwaukee, east of the Milwaukee River.

**FISCAL EFFECT:**

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|--|--|
| <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<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Extending the Excavation Commencement Date for Block 26 until June 30, 2012 and 60 days thereafter for the Excavation Completion Date, pursuant to the Sixth Amendment, will not include the payment of an extension fee.

Department/Prepared By Craig C. Dillmann

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

Did DAS-Fiscal Staff Review?  Yes  No

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

## COUNTY OF MILWAUKEE

## INTER-OFFICE COMMUNICATION

DATE : September 1, 2011

TO : Supervisor Lynne De Bruin, Chairperson  
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager of Real Estate Services  
Department of Transportation and Public Works

SUBJECT : From UWM Innovation Park, LLC requesting an amendment to the Development Agreement, execution of a Certified Survey Map and grant of easement(s) relative to the County-owned land purchased in the Northeast Quadrant of the County Grounds in the City of Wauwatosa for the development of a College of Engineering and Applied Science Campus, known as UWM Innovation Park.

**BACKGROUND:**

On February 15, 2011, the \$13.55 million land sale to UWM Innovation Park, LLC was successfully closed. Pursuant to the Purchase Agreement and Development Agreement (collectively the "Agreement"), the initial \$5 million of the purchase price was paid to Milwaukee County ("County") at closing and the first mortgage principal balance of \$8.55 million shall be paid to the County in the installments as follows:

- Second \$5 million payable on February 15, 2014
- \$887,500 payable on February 15, 2015
- \$887,500 payable on February 15, 2016
- \$887,500 payable on February 15, 2017
- \$887,500 payable on February 15, 2018

The Agreement also provides for:

- 75% of all gross sale proceeds from the sale of real property in UWM Innovation Park by Innovation Park, LLC shall be paid to the County in consideration of the County's release of such property from the lien of its first mortgage.
- The gross sale proceeds paid to the County from the sale of real property in UWM Innovation Park shall be credited against the outstanding installment payments due the County in the inverse order of the above due dates for such installment payments, thereby shortening the payment schedule.

- Historically compatible residential development permitted within the Eschweiler Area, which is defined as an area north of a line 300 feet south of the most southerly Eschweiler building. The residential development may involve the redevelopment of the current Eschweiler buildings and/or construction of new buildings designed to complement the existing architecture of the Eschweiler buildings.

In the attached letter dated August 25, 2011, Mr. Bruce Block, on behalf of UWM Innovation Park, LLC is requesting the 300 foot line currently defining the south boundary of the Eschweiler Area be slightly adjusted in order to accommodate the sensitive redevelopment of the existing Eschweiler buildings. The required shift in the south boundary line resulted from discussions with both the State and local historic preservation agencies concerning a residential development plan that respects and protects the historic Eschweiler structures and surrounding land area. As depicted in the attached exhibits, the revision to the south boundary line will result in a slightly smaller Eschweiler Area being developed for residential use than previously approved by the County Board. The revision to the 300 foot south line can be made by executing and recording a second generation Certified Survey Map. The Certified Survey Map will also legally describe and create separate tax key parcels for the Eschweiler Area redevelopment site, the "accelerator building site" to construct the business accelerator building using the \$5.4 million U.S. Economic Development Administration grant and to define the public right of way needed for the internal roadways within Innovation Park. It is necessary for the County to sign the subsequent Certified Survey Map, since the County is the mortgage holder for the \$8.55 million principal balance owed on the \$13.55 million sale. As mentioned above, the successful sale of the Eschweiler Area from UWM Innovation Park, LLC to the selected residential developer will result in 75% of the gross sale proceeds being paid to the County, with said payment shortening the above-mentioned installment payment schedule to the County.

Mr. Block is also requesting the County grant the necessary easements on the County land east of Innovation Park for grading and storm water run-off. The north/south internal roadway within Innovation Park, connecting Watertown Plank Road to Swan Boulevard was realigned to the eastern boundary of Innovation Park, per County Board File No. 09-14(a)(n), in order to embrace the recommendations in the adopted Habitat Restoration Landscape Plan. This roadway relocation prevented the Monarch Habitat Protection Area around the Eschweiler Area from being bisected, thus preserving the integrity of the larger habitat area. Current grading plans for Innovation Park call for some grading and limited storm water run-off on the adjacent County land to the east. The enclosed design outline of the proposed storm water "underdrain" discharge and the "overflow" discharge (applicable to 100-year storm event) of the Innovation Park bio-infiltration system propose to utilize the discharge locations currently receiving drainage from the

Innovation Park site to the adjacent County land. The Innovation Park engineering consultant states the volume and rate of storm water discharge from Innovation Park to the adjacent County land will be less than what currently occurs. Mr. Block has pledged that their consultant will continue to work with the appropriate County departments/jurisdictions to formalize the design details satisfactory to County staff requirements.

### **RECOMMENDATION:**

As Mr. Block emphasizes in his letter, what was once a concept for Innovation Park is now becoming a reality. The public infrastructure to serve Innovation Park, the ecologically sensitive and economically viable reuse of the historic Eschweiler buildings, the construction of the Innovation Park accelerator facility and the reconstruction of the Zoo Interchange are all advancing at a rapid pace. In order for all parties to realize the benefits of what Mr. Blocks refers to as “this great and impactful project”, staff respectfully requests that the Committee on Economic and Community Development recommend to the Milwaukee County Board of Supervisors approval of the following:

- Alteration of the 300 foot south line of the Eschweiler Area as depicted on the attached exhibit and Certified Survey Map, with corresponding revisions made to the Development Agreement to memorialize the boundary line change.
- Execution of a Certified Survey Map (draft attached) defining the revised Eschweiler Area, accelerator building site(s) and internal roadways within Innovation Park.
- Grant of temporary and permanent easement(s) on the adjacent County land to the east of the Innovation Park property for:
  - grading work required to properly construct the Innovation Park internal north/south roadway.
  - limited storm water discharge from the bio-infiltration system installed in Innovation Park.

**Granting these easements is subject to the review and approval of the Director of Parks, Recreation & Culture, the Director of Transportation and Public Works and Corporation Counsel.**

### **FISCAL NOTE:**

No funds will be realized from the adoption of this resolution, however, when the Eschweiler Area is sold by UWM Innovation Park, LLC, the County will receive 75% of gross sale proceeds from the sale and the proceeds will be credited against the outstanding installment payments due the County in the inverse order of the due

dates for such installment payments, thereby shortening the payment schedule to the County for the \$8.55 million principal balance owed.

---

Craig C. Dillmann, Manager  
Real Estate Services

ECD Committee Meeting Date: September 19, 2011  
Attachments

cc: Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Supervisor James Schmitt, District 19  
Patrick Farley, Director DAS  
Jack Takerian, Director, Transportation & Public Works  
Sue Black, Director, Parks, Recreation & Culture  
Jim Keegan, Chief of Administration & External Affairs  
Kevin Haley, Landscape Architect, PRC  
Brian Taffora, Director, Economic Development  
John Schapekahm, Principal Assistant, Corporation Counsel  
Vince Masterson, Fiscal Mgt Analyst-DAS

cd\committee\UWMamendmemoSept2011



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

1000 North Water Street  
Suite 1700  
Milwaukee, WI 53202

Telephone: 414-298-1000  
Fax: 414-298-8097  
Toll Free: 800-553-6215  
reinhartlaw.com

August 25, 2011

Craig Dillmann  
Real Estate Manager, Milwaukee County  
2711 West Wells Street, Room 532  
Milwaukee, WI 53208

Dear Mr. Dillmann:

Re: UWM Innovation Park

Thank you for attending the August 9 ceremonial groundbreaking event for UWM Innovation Park. It was gratifying to have you and so many other representatives from Milwaukee County present to help us formally celebrate the initiation of this great and impactful project. The remarks by County Executive Abele and Board Chair Holloway were particularly appreciated.

As you know, we are making significant strides on a number of fronts. Planning for the public infrastructure, the potential redevelopment/restoration scheme for the Eschweiler buildings, preparation of the building plans for the accelerator facility and the Department of Transportation's plans for reconfiguration of the I-45/Watertown Plank Road are all progressing at a rapid pace. What was once a concept is now becoming a reality, and now a number of details are beginning to surface that require attention. As we discussed, there are several items that we would like to present to the County Board for consideration in its September/October cycle. They are:

1. Adjustment of the south boundary line of the residential area (the "Eschweiler Parcel"). As you know, the redevelopment of the Eschweiler Parcel requires great sensitivity in terms of respecting and protecting the grounds surrounding the historic Eschweiler structures as well as the structures themselves. After considerable analysis and discussions with both the State and local historic preservation agencies, a plan for the Eschweiler Parcel has been developed that appears to accomplish both goals. The end result is that we are requesting a shift or break in the south boundary line that will add more property to the Eschweiler Parcel southeast of the current boundary, but remove property from the Eschweiler parcel northwest of the current boundary. The net result is that the overall area of the Eschweiler Parcel will be slightly smaller than previously provided, but the new configuration better accommodates an appropriate plan for an economically viable adaptive reuse of the parcel and buildings.

2. Consent to a revised Certified Survey Map for the Innovation Park parcel. In order to convey the Eschweiler Parcel to a residential developer and in order to obtain the

Mr. Craig Dillmann  
August 25, 2011  
Page 2

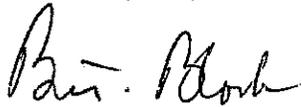
Economic Development Administration grant for the accelerator building, we need to create separate legal tax key parcels. As mortgagee, the County will need to be a signatory to the new Certified Survey Map.

3. Consent to and grant of easements for grading and stormwater run-off. In order to accommodate the protected Monarch Butterfly habitat zone, a significant portion of the public north-south road connecting Swan Boulevard to Watertown Plank Road will be located adjacent to lands retained by the County to the east. As the grading plans for the road and Innovation Park have progressed, it appears that some grading will be required on the County property to allow for the proper installation of the road and that limited stormwater run-off (applicable to 100 year storm events) might be necessary onto the County land from the bio-filtration system that will be installed within Innovation Park. These easements are jointly requested by UWM Innovation Park and the City of Wauwatosa.

John McCarthy from Graef Engineering has forwarded to you a draft of the proposed Certified Survey Map as well as an exhibit delineating the change in area to the Eschweiler Parcel resulting from the proposed boundary alteration. I believe that copies of the areas to be affected by the grading and stormwater easement requests have been or will be sent to you shortly. John and his group will continue to work with County staff to work out the details on all of the foregoing materials to County staff's satisfaction. We respectfully request that the County Board approve these items and authorize their due execution upon completion in compliance with staff's requirements.

Please do not hesitate to contact me if you have any questions. Thank you for your continued cooperation and assistance.

Yours very truly



Bruce T. Block

7722637

cc: Mr. John Schapekahn  
Mr. David Gilbert  
Mr. Michael Orgeman  
Mr. John McCarthy

DRAFT

HABITAT PRESERVATION AREA  
OUTLOT 1 OF C.S.M. NO. 8330

PREVIOUS OVERALL  
ESCHWEILER SITE AREA  
372,127 SF  
8.54 ACRES

CURRENT OVERALL  
ESCHWEILER SITE AREA  
369,389 SF  
8.48 ACRES

EXIST.  
BUILDING  
(TYP.)

PREVIOUS ESCHWEILER  
SITE BOUNDARY LINE, PER  
C.S.M. NO. 8330

AREA REMOVED FROM  
PREVIOUS ESCHWEILER  
SITE AREA  
0.55 ACRES (24,069 SF)

AREA ADDED TO ESCHWEILER  
SITE AREA  
0.49 ACRES (21,294 SF)

PROPOSED ESCHWEILER  
SITE PROPERTY LINE

PUBLIC ACCESS ROAD

SWAN BOULEVARD

SWAN BOULEVARD



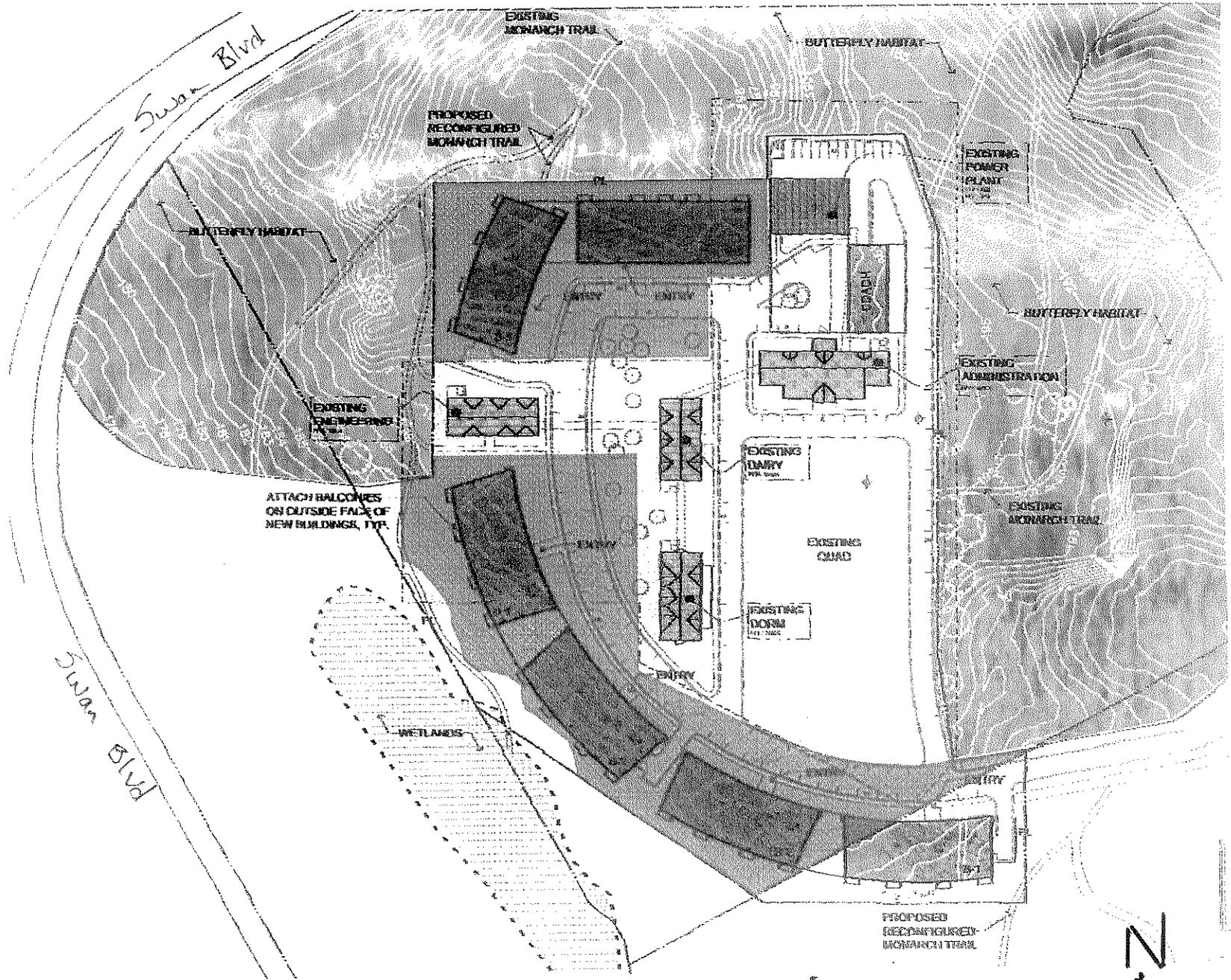
PROJECT NUMBER: 20090184.00  
DATE: 8-23-11  
SCALE: 1"=150'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: JTM  
REFERENCE SHEET:

PROJECT TITLE: UWM INNOVATION  
PARK

1/1

SHEET TITLE: ESCHWEILER SITE  
PARCELS

L:\Jobs\2009\20090184\CAD\Site\dgr\00\F\_00\_Exhibit02\_184.dgn



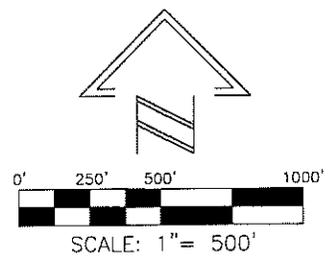
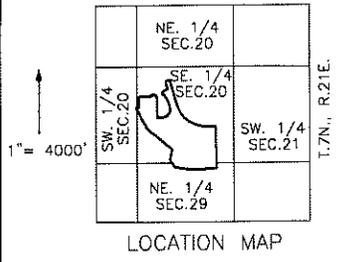
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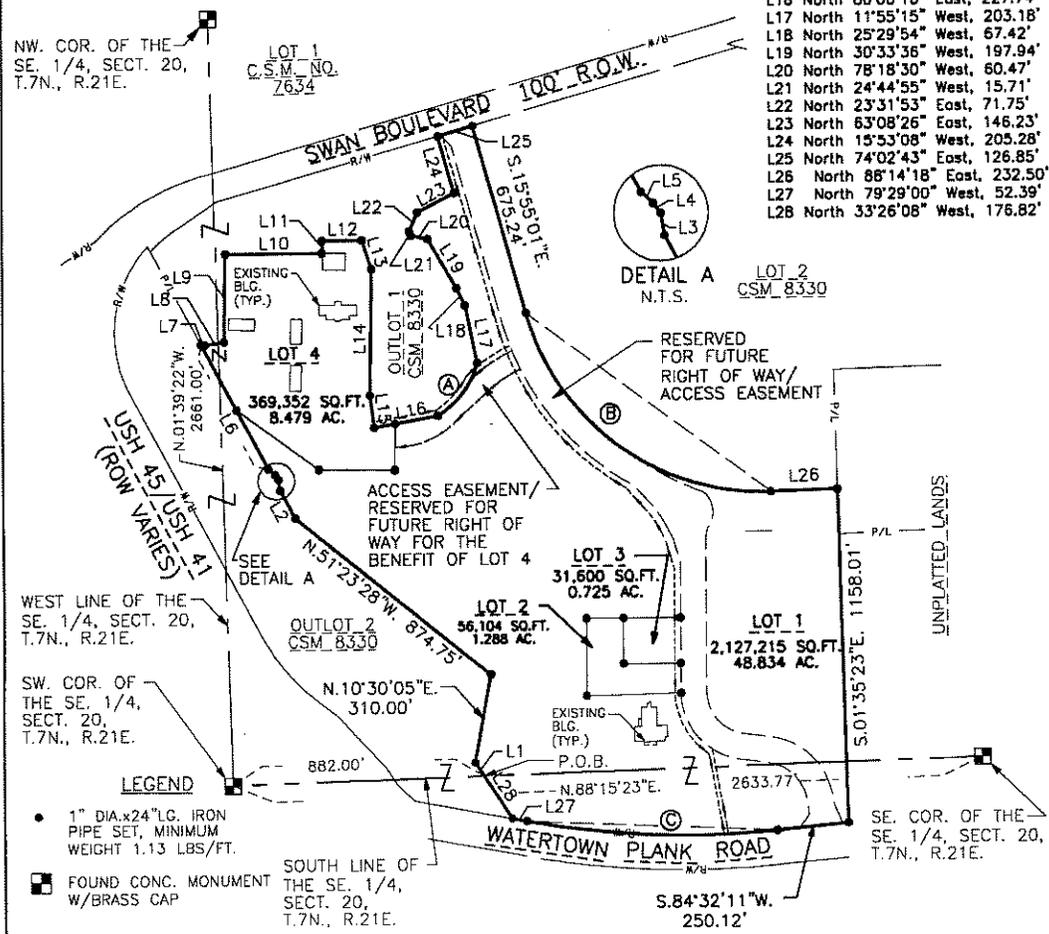
### CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



**LINE TABLE**

L1	North 33°26'08" West, 57.68'
L2	North 28°29'22" West, 109.67'
L3	North 09°02'58" West, 38.81'
L4	North 34°18'22" West, 20.13'
L5	North 49°10'23" West, 30.80'
L6	North 28°29'22" West, 492.84'
L7	South 83°26'16" East, 14.34'
L8	North 81°46'06" East, 68.43'
L9	North 00°59'04" East, 304.49'
L10	South 90°00'00" East, 339.71'
L11	North 00°20'55" East, 44.23'
L12	North 89°50'24" East, 138.74'
L13	South 18°26'45" East, 105.05'
L14	South 00°53'40" West, 437.61'
L15	South 07°30'33" East, 112.50'
L16	North 80°00'16" East, 227.74'
L17	North 11°55'15" West, 203.18'
L18	North 25°29'54" West, 67.42'
L19	North 30°33'36" West, 197.94'
L20	North 78°18'30" West, 60.47'
L21	North 24°44'55" West, 15.71'
L22	North 23°31'53" East, 71.75'
L23	North 63°08'26" East, 146.23'
L24	North 15°53'08" West, 205.28'
L25	North 74°02'43" East, 126.85'
L26	North 88°14'18" East, 232.50'
L27	North 79°29'00" West, 52.39'
L28	North 33°26'08" West, 176.82'



**REFERENCE BEARING**

All bearings are referenced to the south line of the SE. 1/4 of Sect. 20, T.7N., R.21E. which bears N.88°15'23"E. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

**OWNER**

UWM INNOVATION PARK, LLC

**NOTES:**

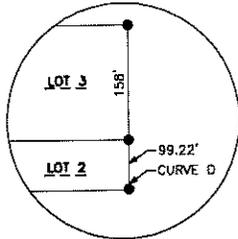
1. SEE SHEET 2 FOR INTERIOR LOT LINES AND CURVE DATA.
2. SEE SHEET 3, 4 AND 5 FOR ACCESS EASEMENT AND ROAD RESERVATION

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 1 OF 14

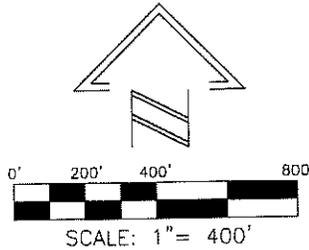
DRAFT

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



DETAIL "A"  
N.T.S.



CURVE A

DEL. = 44°00'21"  
TAN. = 123.08'  
LEN. = 233.94'  
RAD. = 304.59'  
C.B. = N.37°16'18"E.  
CHD. = 228.23'

CURVE B

DEL. = 75°44'30"  
TAN. = 672.68'  
LEN. = 1143.48'  
RAD. = 865.00'  
C.B. = S.53°52'17"E.  
CHD. = 1062.02'

CURVE C

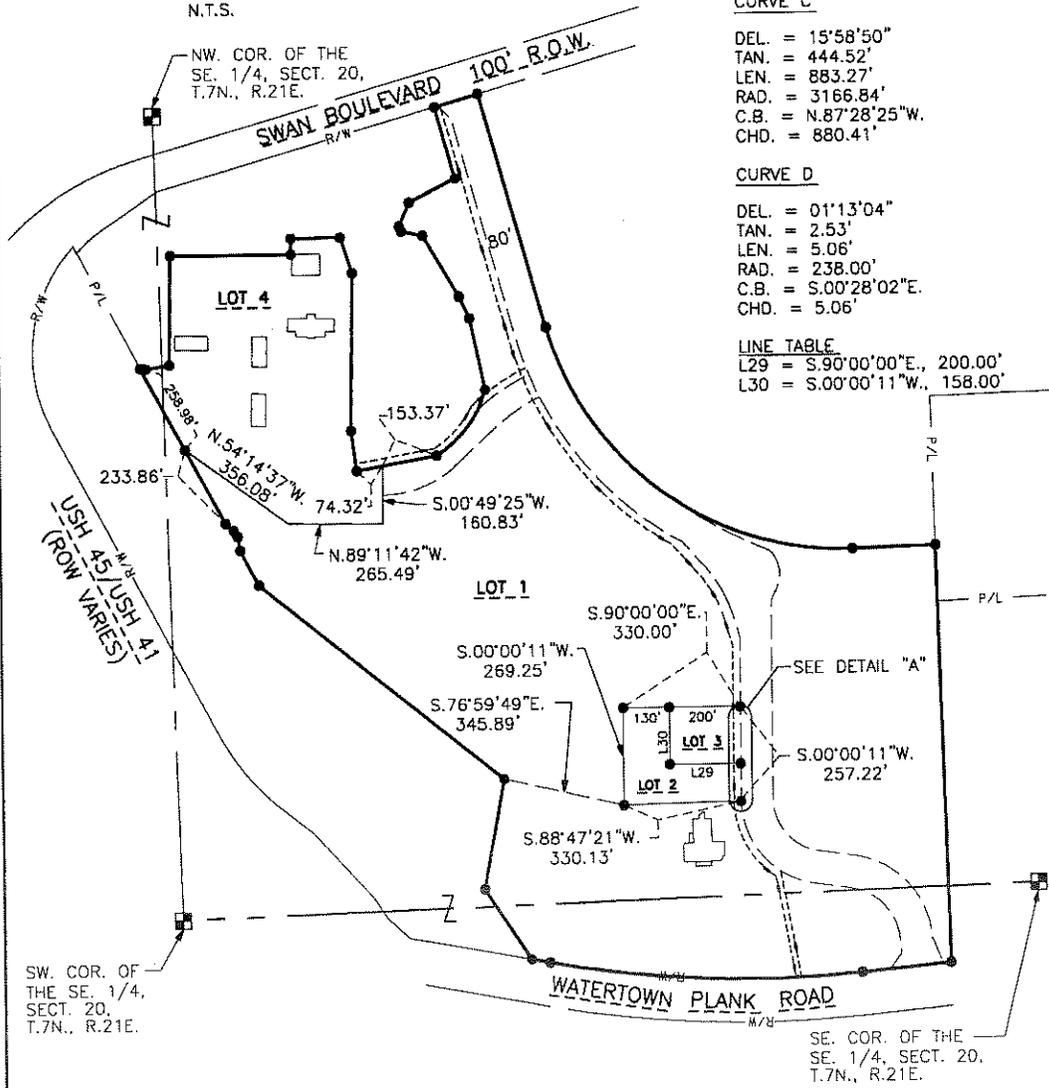
DEL. = 15°58'50"  
TAN. = 444.52'  
LEN. = 883.27'  
RAD. = 3166.84'  
C.B. = N.87°28'25"W.  
CHD. = 880.41'

CURVE D

DEL. = 01°13'04"  
TAN. = 2.53'  
LEN. = 5.06'  
RAD. = 238.00'  
C.B. = S.00°28'02"E.  
CHD. = 5.06'

LINE TABLE

L29 = S.90°00'00"E., 200.00'  
L30 = S.00°00'11"W., 158.00'



SW. COR. OF THE SE. 1/4, SECT. 20, T.7N., R.21E.

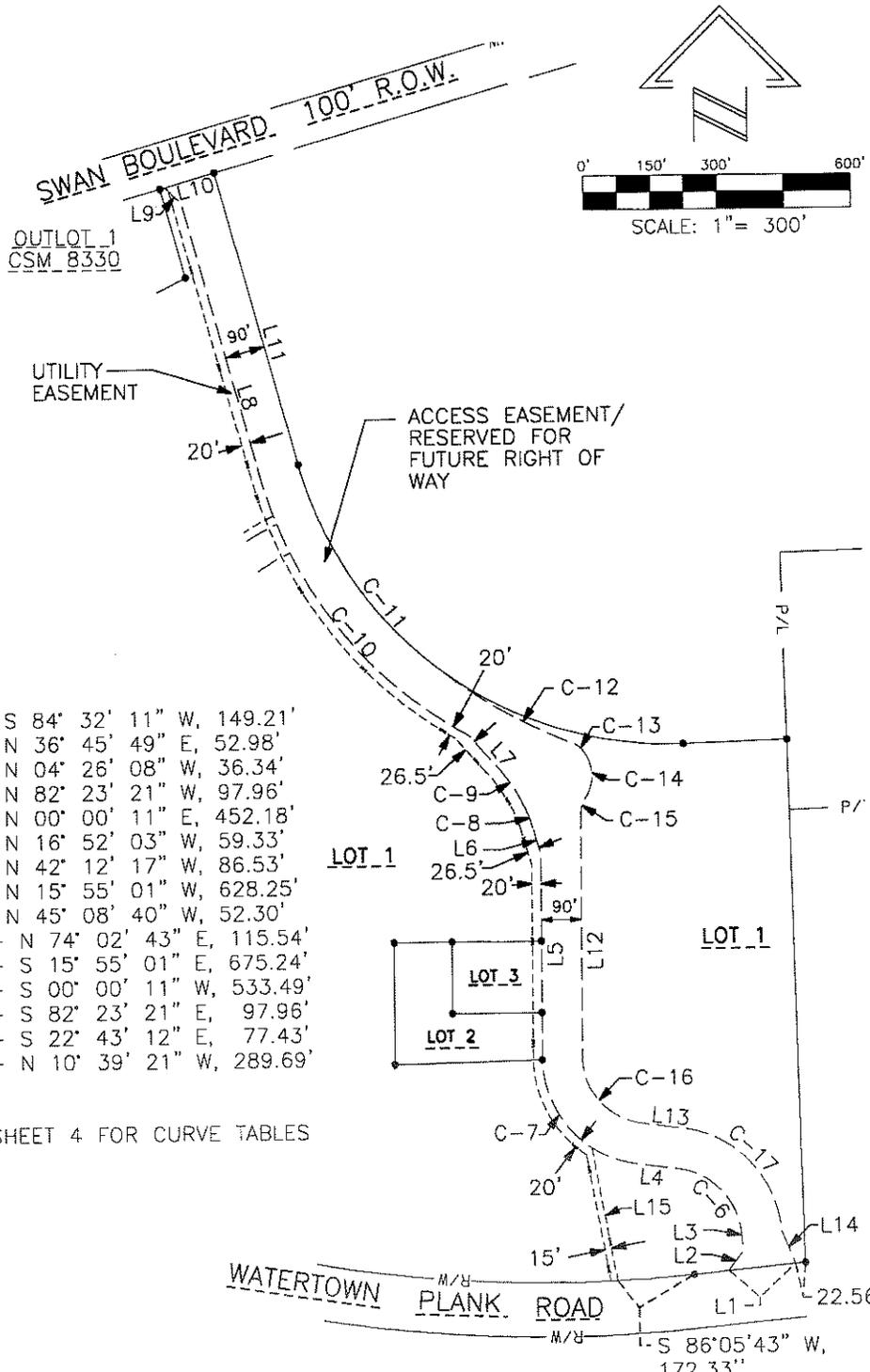
SE. COR. OF THE SE. 1/4, SECT. 20, T.7N., R.21E.

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 2 OF 14

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CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



- L1 - S 84° 32' 11" W, 149.21'
- L2 - N 36° 45' 49" E, 52.98'
- L3 - N 04° 26' 08" W, 36.34'
- L4 - N 82° 23' 21" W, 97.96'
- L5 - N 00° 00' 11" E, 452.18'
- L6 - N 16° 52' 03" W, 59.33'
- L7 - N 42° 12' 17" W, 86.53'
- L8 - N 15° 55' 01" W, 628.25'
- L9 - N 45° 08' 40" W, 52.30'
- L10 - N 74° 02' 43" E, 115.54'
- L11 - S 15° 55' 01" E, 675.24'
- L12 - S 00° 00' 11" W, 533.49'
- L13 - S 82° 23' 21" E, 97.96'
- L14 - S 22° 43' 12" E, 77.43'
- L15 - N 10° 39' 21" W, 289.69'

SEE SHEET 4 FOR CURVE TABLES

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 3 OF 14

DRAFT

### CERTIFIED SURVEY MAP NO. \_\_\_\_\_

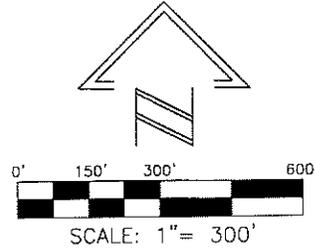
Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

C-6

DEL. = 77°57'13"  
TAN. = 131.08'  
LEN. = 220.41'  
RAD. = 162.00'  
C.B. = N.43°24'45"W.  
CHD. = 203.80'

C-12

DEL. = 19°23'17"  
TAN. = 202.43'  
LEN. = 400.99'  
RAD. = 1185.00'  
C.B. = S.59°19'16"E.  
CHD. = 399.08'



C-7

DEL. = 82°23'36"  
TAN. = 208.33'  
LEN. = 342.25'  
RAD. = 238.00'  
C.B. = N.41°11'34"W.  
CHD. = 313.52'

C-13

DEL. = 30°43'21"  
TAN. = 11.95'  
LEN. = 23.33'  
RAD. = 43.50'  
C.B. = S.53°39'14"E.  
CHD. = 23.05'

C-8

DEL. = 08°56'27"  
TAN. = 22.28'  
LEN. = 44.47'  
RAD. = 285.00'  
C.B. = N.20°35'50"W.  
CHD. = 44.43'

C-14

DEL. = 71°11'50"  
TAN. = 65.50'  
LEN. = 113.70'  
RAD. = 91.50'  
C.B. = S.02°41'38"E.  
CHD. = 106.52'

C-9

DEL. = 17°47'35"  
TAN. = 61.52'  
LEN. = 122.04'  
RAD. = 393.00'  
C.B. = N.33°57'51"W.  
CHD. = 121.55'

C-15

DEL. = 32°54'06"  
TAN. = 21.41'  
LEN. = 41.63'  
RAD. = 72.50'  
C.B. = S.16°27'14"W.  
CHD. = 41.06'

C-10

DEL. = 45°42'48"  
TAN. = 402.56'  
LEN. = 761.94'  
RAD. = 955.00'  
C.B. = N.38°46'24"W.  
CHD. = 741.90'

C-16

DEL. = 82°23'32"  
TAN. = 129.55'  
LEN. = 212.83'  
RAD. = 148.00'  
C.B. = S.41°11'35"E.  
CHD. = 194.96'

C-11

DEL. = 33°38'57"  
TAN. = 261.56'  
LEN. = 508.01'  
RAD. = 865.00'  
C.B. = S.32°49'30"E.  
CHD. = 500.74'

C-17

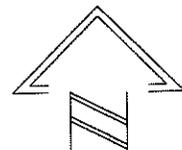
DEL. = 77°57'13"  
TAN. = 203.90'  
LEN. = 342.86'  
RAD. = 252.00'  
C.B. = S.43°24'45"E.  
CHD. = 317.02'

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 4 OF 14

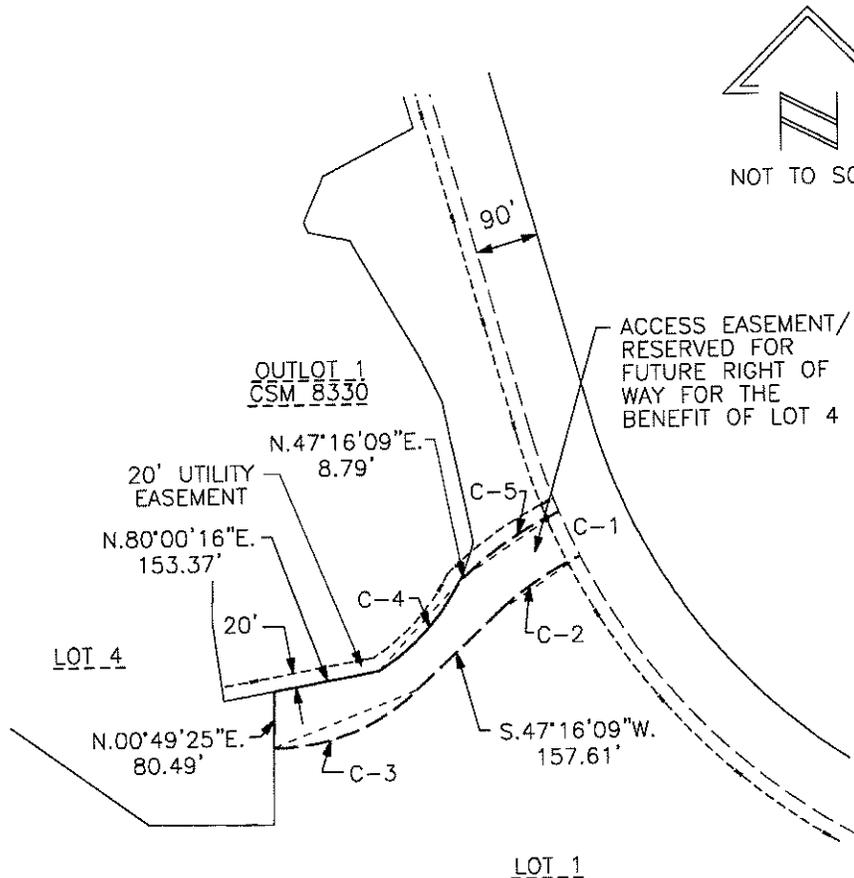
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CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



NOT TO SCALE



C-1  
 DEL. = 04°12'03"  
 TAN. = 35.02'  
 LEN. = 70.02'  
 RAD. = 955.00'  
 C.B. = S.24°50'32"E.  
 CHD. = 70.00'

C-3  
 DEL. = 43°40'29"  
 TAN. = 119.02'  
 LEN. = 226.39'  
 RAD. = 297.00'  
 C.B. = N.69°06'23"E.  
 CHD. = 220.95'

C-5  
 DEL. = 18°21'36"  
 TAN. = 84.52'  
 LEN. = 167.59'  
 RAD. = 523.00'  
 C.B. = N.56°26'57"E.  
 CHD. = 166.88'

C-2  
 DEL. = 18°25'59"  
 TAN. = 73.50'  
 LEN. = 145.74'  
 RAD. = 453.00'  
 C.B. = S.56°29'08"W.  
 CHD. = 145.11'

C-4  
 DEL. = 32°23'24"  
 TAN. = 88.46'  
 LEN. = 172.19'  
 RAD. = 304.59'  
 C.B. = N.43°04'46"E.  
 CHD. = 169.90'

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 5 OF 14

DRAFT

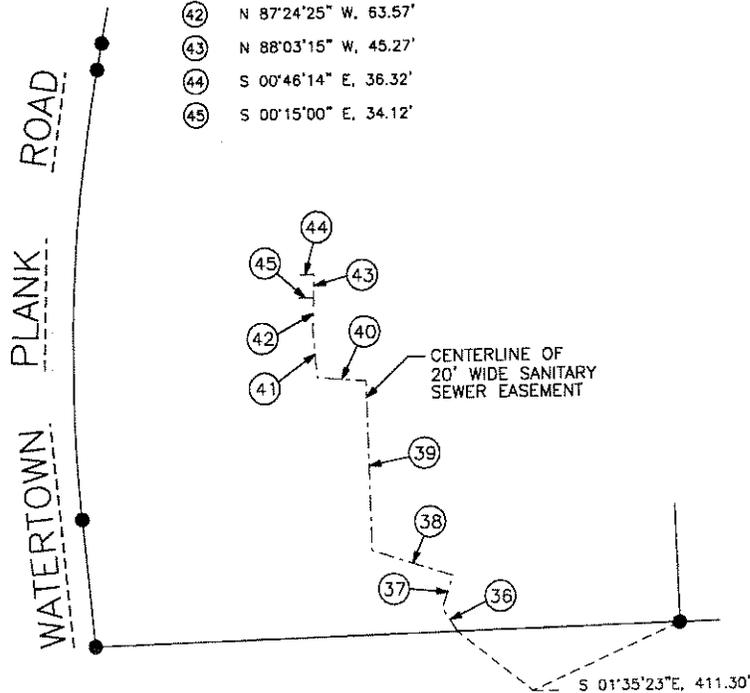
### CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



#### LINE TABLE FOR CENTERLINE OF AN EXISTING SANITARY SEWER

- 36 S 57°27'24" W, 54.44'
- 37 N 71°15'23" W, 67.16'
- 38 S 17°43'40" W, 167.78'
- 39 S 88°37'11" W, 331.85'
- 40 S 04°37'42" W, 96.74'
- 41 S 84°49'03" W, 93.69'
- 42 N 87°24'25" W, 63.57'
- 43 N 88°03'15" W, 45.27'
- 44 S 00°46'14" E, 36.32'
- 45 S 00°15'00" E, 34.12'



NOTE: NOT TO SCALE

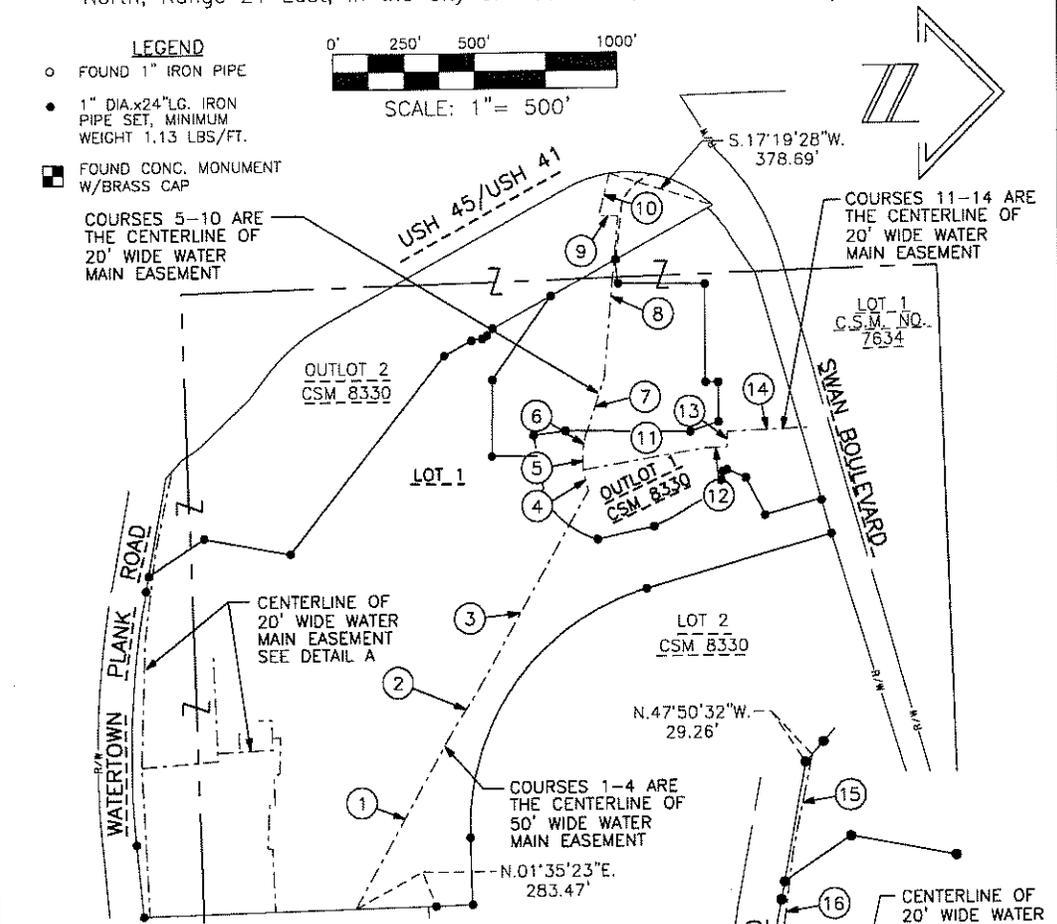
THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 6 OF 14

DRAFT

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

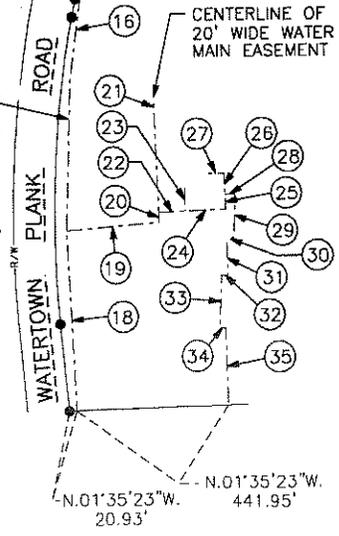
Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

- LEGEND**
- FOUND 1" IRON PIPE
  - 1" DIA. x 24" LG. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
  - FOUND CONC. MONUMENT W/ BRASS CAP



**LINE TABLE FOR EXISTING WATER MAIN EASEMENT**

① N 60°35'21" W, 708.91'	⑩ N 75°20'00" W, 153.22'	⑲ N 04°40'06" W, 269.48'
② N 57°35'58" W, 164.90'	⑪ N 09°19'01" W, 433.71'	⑳ S 88°10'59" W, 27.70'
③ N 60°15'53" W, 789.45'	⑫ N 03°08'58" W, 78.12'	㉑ S 87°46'37" W, 352.15'
④ S 75°53'22" W, 75.49'	⑬ N 87°32'24" W, 52.99'	㉒ N 02°52'20" W, 77.64'
⑤ S 89°54'25" W, 63.42'	⑭ N 02°29'15" W, 277.40'	㉓ S 88°01'59" W, 65.59'
⑥ N 80°22'41" W, 49.52'	⑮ S 78°14'05" E, 283.83'	㉔ N 02°32'13" W, 117.34'
⑦ N 71°44'12" W, 222.26'	⑯ S 82°40'21" E, 322.37'	㉕ S 87°23'12" W, 40.32'
⑧ N 84°51'29" W, 559.14'	⑰ S 88°18'45" E, 430.42'	㉖ S 87°40'36" W, 62.33'
⑨ S 01°45'15" E, 67.30'	⑱ N 04°26'15" W, 28.88'	㉗ S 00°14'01" E, 47.84'
⑫ N 03°08'58" W, 78.12'	⑳ S 88°22'03" E, 123.62'	㉘ N 04°26'15" W, 28.88'
⑬ N 87°32'24" W, 52.99'	㉑ S 88°22'03" E, 123.62'	㉙ S 29°06'51" E, 23.30'
⑭ N 02°29'15" W, 277.40'	㉒ N 01°35'23" E, 283.47'	㉚ S 35°56'05" W, 148.58'
⑮ S 78°14'05" E, 283.83'	㉓ N 01°35'23" E, 283.47'	
⑯ S 82°40'21" E, 322.37'	㉔ N 01°35'23" E, 283.47'	
⑰ S 88°18'45" E, 430.42'	㉕ N 01°35'23" E, 283.47'	
⑱ N 04°26'15" W, 28.88'	㉖ N 01°35'23" E, 283.47'	
⑳ S 88°22'03" E, 123.62'	㉗ N 01°35'23" E, 283.47'	
㉑ S 88°22'03" E, 123.62'	㉘ N 01°35'23" E, 283.47'	
㉒ N 01°35'23" E, 283.47'	㉙ N 01°35'23" E, 283.47'	
㉓ S 29°06'51" E, 23.30'	㉚ N 01°35'23" E, 283.47'	
㉔ S 35°56'05" W, 148.58'	㉛ N 01°35'23" E, 283.47'	



**DETAIL A**  
N.T.S.

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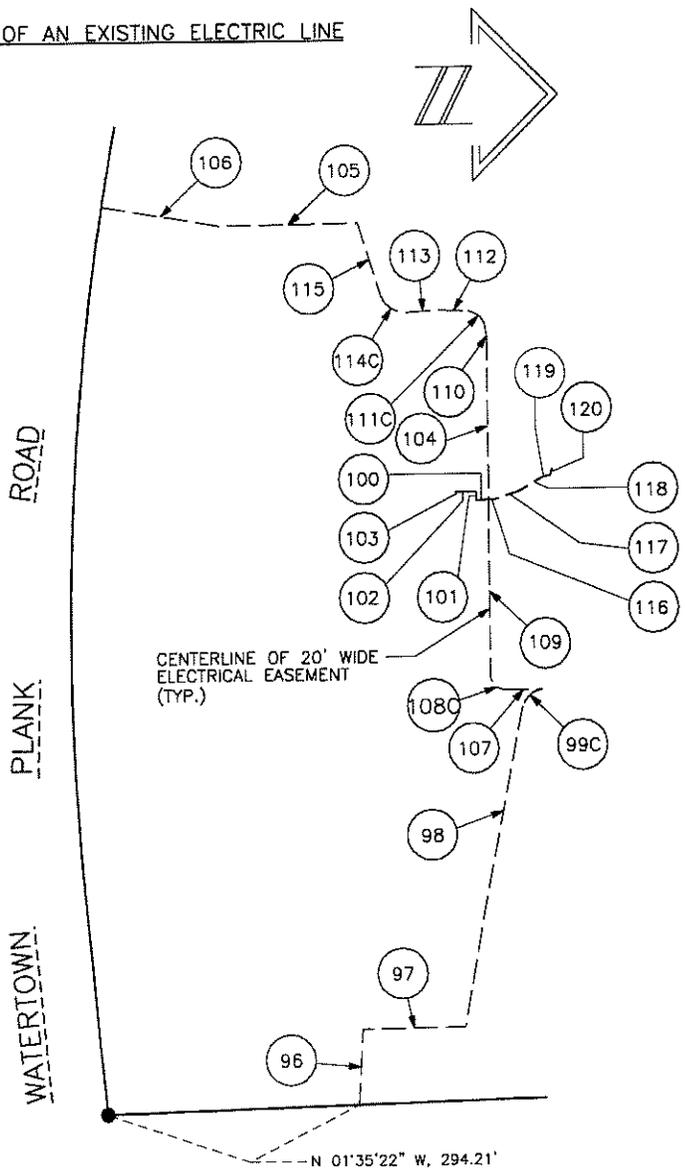
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**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**LINE TABLE FOR CENTERLINE OF AN EXISTING ELECTRIC LINE**

- 96 N 86° 46' 14" W, 86.70'
- 97 N 00° 57' 40" W, 119.73'
- 98 N 79° 12' 42" W, 376.46'
- 99C DEL.= 64°07'36"  
TAN.= 17.90'  
LEN.= 31.99'  
RAD.= 28.58'  
CB.= N.39°55'30"W.  
CD.= 30.34'
- 100 S 02° 32' 27" E, 14.44"
- 101 S 88° 55' 36" W, 10.31'
- 102 S 00° 32' 58" W, 24.87'
- 103 N 87° 45' 55" E, 7.01'
- 104 S 89° 53' 34" W, 192.46'
- 105 S 00° 34' 59" E, 161.47'
- 106 S 09° 34' 43" W, 139.83'
- 107 S 00° 05' 36" W, 44.65'
- 108C DEL.= 79°54'11"  
TAN.= 14.81'  
LEN.= 24.66'  
RAD.= 17.68'  
CB.= S.44°06'46"W.  
CD.= 22.71'
- 109 S 89° 53' 34" W, 200.65'
- 110 S 80° 17' 45" W, 13.13'
- 111C DEL.= 63°40'04"  
TAN.= 15.14'  
LEN.= 27.09'  
RAD.= 24.38'  
CB.= S.39°26'41"W.  
CD.= 25.72'
- 112 S 02° 06' 33" W, 33.47'
- 113 S 03° 25' 27" E, 38.63'
- 114C DEL.= 65°42'16"  
TAN.= 21.07'  
LEN.= 37.42'  
RAD.= 32.63'  
CB.= S.33°18'09"W.  
CD.= 35.40'
- 115 S 72° 34' 39" W, 88.60'



CENTERLINE OF 20' WIDE ELECTRICAL EASEMENT (TYP.)

NOTE: NOT TO SCALE

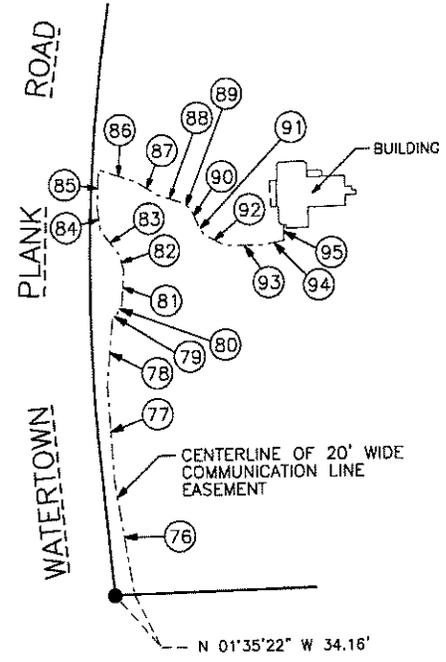
- 116 N 02° 32' 27" W, 7.89"
- 117 N 17° 30' 04" W, 29.72'
- 118 N 30° 06' 26" W, 32.81'
- 119 N 12° 40' 21" W, 8.49'
- 120 N 75° 20' 15" W, 8.22'

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 8 OF 14

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CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.



NOTE: NOT TO SCALE

LINE TABLE FOR CENTERLINE OF AN EXISTING COMMUNICATION LINE

76	S. 80°37'58" W, 203.07'	89	N. 34°18'04" E, 20.42'
77	S. 86°07'31" W, 165.00'	90	N. 67°01'20" E, 27.49'
78	N. 84°58'34" W, 112.90'	91	N. 59°02'59" E, 22.36'
79	N. 48°41'34" W, 14.91'	92	N. 28°32'45" E, 41.87'
80	N. 63°05'26" W, 17.62'	93	N. 00°29'44" W, 68.22'
81	N. 86°47'41" W, 59.31'	94	N. 11°30'09" W, 35.28'
82	S. 75°29'59" W, 28.38'	95	S. 89°57'05" W, 27.39'
83	S. 51°19'54" W, 52.86'		
84	S. 83°00'48" W, 41.61'		
85	N. 87°56'09" W, 64.86'		
86	N. 18°00'09" E, 68.68'		
87	N. 32°07'12" E, 46.16'		
88	N. 15°48'25" E, 42.44'		

THIS INSTRUMENT WAS DRAFTED BY: MICHAEL J. RATZBURG JOB. NO. 20090184 SHEET 9 OF 11





DRAFT

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**CONSENT OF MORTGAGEE**

Milwaukee County, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and I do hereby consent to the above certificate of UWM Innovation Park LLC, owner.

Witness the hand and seal of Milwaukee County, mortgagee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

In the presence of:

\_\_\_\_\_  
Chris Abele, Milwaukee County Executive

STATE OF WISCONSIN    }  
  SS  
MILWAUKEE COUNTY    }

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Chris Abele, County Executive of the above named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such County Executive of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires:

\_\_\_\_\_  
Joseph Czarnetzki, Milwaukee County Clerk

STATE OF WISCONSIN    }  
  SS  
MILWAUKEE COUNTY    }

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Joseph Czarnetzki, County Clerk of the above named municipal corporation to me known to be person who executed the foregoing instrument, and to me known to be such County Clerk of said municipal corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires:

DRAFT

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

**COMMON COUNCIL APPROVAL**

Approved by the Common Council of the City of Wauwatosa in accordance with resolution adopted on this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Carla A. Ledesma, City Clerk

**PLANNING COMMISSION APPROVAL**

Approved by the Planning Commission of the City of Wauwatosa in accordance with resolution adopted on this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Jill Didier, Chairperson

\_\_\_\_\_  
Nancy L. Welch, Secretary

**CERTIFICATE OF MILWAUKEE COUNTY TREASURER**

I, Daniel J. Diliberti, being duly elected, qualified and acting as County Treasurer of Milwaukee County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_ on any of the land included in this Certified Survey Map.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel J. Diliberti, Milwaukee County Treasurer

DRAFT

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a division of Lot 1 of Certified Survey Map No. 8330 in the Northwest 1/4, Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4 of Section 20 and the Northeast 1/4 of the Southwest 1/4 of Section 20 and the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 29 in the Township 7 North, Range 21 East, in the City of Wauwatosa, Milwaukee County, Wisconsin.

Terms and Conditions of Easement Rights Reserved and Retained by Milwaukee County:  
(Easements Areas are shown and defined on Sheets 6, 7, 8 and 9)

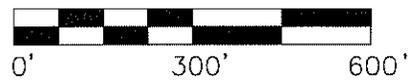
1. The Owner may construct land improvements in the easement areas retained by Milwaukee County and those of the private utilities within the subject property for the noted utilities, provided the improvement does not impact Milwaukee County's, or that of the private utilities, use and access of their facilities. The Owner shall not proceed with any land improvements within the easement areas without prior written consent from Milwaukee County and the specific utility involved, if applicable.
2. Milwaukee County owned utilities shall be owned, operated and maintained at no expense to the Owner. Future hook-ups to Milwaukee County utilities shall require written consent of Milwaukee County.
3. To the extent provided by law, the Owner shall be responsible for and hold Milwaukee County harmless from all damages, loss or injury to the Owner's property and/or person due to actions taken by the Owner that cause damages to Milwaukee County's utilities.
4. The Director of the Milwaukee County Department of Transportation and Public Works (or his/her successor or assign), shall be Milwaukee County's designated agent to which all letters, notices, and other communications shall be delivered, and the Owner of the subject property shall be the designated agent to whom all notices, letters and other communications shall be delivered.
5. Milwaukee County reserves the right to enter upon the Owner's land within reasonable proximity of the easement area for the purpose of repairing, maintaining, constructing or reconstructing the utility.
6. Milwaukee County agrees to restore of cause to be restored the surface of the Owner's land, as nearly as is reasonable possible, to the condition existing prior to such entry by Milwaukee County, excepting that Milwaukee County will not repair, replace or reconstruct any above or below ground improvement or items encroaching into the easement area including, but not limited to, items, such as retaining walls, buildings, trees, drainage structures, etc. Milwaukee County will notify the Owner of the need for any planned maintenance or reconstruction of existing utilities. Owner reserves the right to relocate (at its own expense) any of Milwaukee County's utilities that potentially may interfere with the ultimate use of the lots. Any such relocation, if feasible, would need to be coordinated with Milwaukee County and require their approval which will not be unreasonably withheld.
7. Each individual easement shall remain in full force and effect until changed at some future time by mutual and binding agreement between the parties having legal authority to do so for as long as Milwaukee County has a need for the utility locations.
8. Those noted utilities in place and in service will remain in place and in service, unless a new service, that meets the satisfaction of Milwaukee County, is installed to replace the existing service at no expense to Milwaukee County. With any new service, a new easement, if required, shall also be established at no expense to Milwaukee County. With any utilities that are replaced in this manner, the utilities that are ultimately abandoned shall be deemed abandoned in place upon execution of the affidavit by Milwaukee County with no obligation thereafter for Milwaukee County to remove them.

DRAFT

SWAN BOULEVARD  
M/R  
R/W

UNPLATTED LANDS

PROPERTY OWNER:  
MILWAUKEE COUNTY



SCALE: 1"=300'

LOT 1  
C.S.M. NO. 8330

BIO-FILTRATION  
OVERFLOW  
DISCHARGE  
LOCATIONS

BIO-FILTRATION  
UNDERDRAIN  
DISCHARGE  
LOCATION

P/L

UWM INNOVATION PARK

SE. COR. OF THE  
SE. 1/4, SECT. 20,  
T.7N., R.21E.

SW. COR. OF THE  
SE. 1/4, SECT. 20,  
T.7N., R.21E.

PROJECT NUMBER: 20110066.00  
DATE: 8-23-11  
SCALE: 1"=300'  
DRAWN BY: FKO  
CHECKED BY: SJF  
APPROVED BY: JTM  
REFERENCE SHEET:

PROJECT TITLE: UWM INNOVATION  
PARK

1/1

SHEET TITLE: MILWAUKEE COUNTY  
DRAINAGE EASEMENTS

L:\Jobs\2009\20090184\CAD\Site\dgn\00\F\_00\_Exhibit01\_184.dgn



1. Background

- 1A. Stormwater drainage from the UWM Innovation Park site (Lot 1 of C.S.M. No. 8330) currently flows east and north across Milwaukee County land (Lot 2 of C.S.M. No. 8330) to the Milwaukee Metropolitan Sewerage District's (MMSD) Milwaukee County Grounds (MCG) Floodwater Management Facility.
- 1B. Infrastructure construction by the City of Wauwatosa and site development on the UWM Innovation Park site will include stormwater management facilities that will control the discharge of stormwater runoff from the UWM Innovation Park site to Milwaukee County land. The stormwater management facilities, designed a bio-filtration basins, will have an underdrain system and an emergency overflow system to handle stormwater that cannot be retained or infiltrated by the basins.

2. Bio-Filtration Basin Underdrain Discharge

- 2A. The underdrain system for the bio-filtration basins that serve the eastern portion of the UWM Innovation Park site will discharge to an existing swale, as shown on the easement exhibit.
- 2B. The existing swale on Milwaukee County land currently receives drainage from the existing UWM Innovation Park site, and was designed for this purpose by the MMSD as part of their MCG Floodwater Management Facility.
- 2C. The underdrain system will discharge to the existing swale at a rate and volume that is less than the discharge from existing site conditions.
- 2D. Provisions will be included at the underdrain discharge point to prevent scour and erosion. UWM Innovation Park will be responsible for maintenance of the discharge location, and restoration of damage to the Milwaukee County land resulting from the underdrain discharge.

3. Bio-Filtration Basin Overflow Discharge

- 3A. The bio-filtration basins are designed so that no surface discharge or overflow, except from the underdrain system, will occur, up to the design 100-year storm event.
- 3B. In the event of a storm larger than the design 100-year storm event, there will be a surface overflow from the bio-filtration basins. This overflow will be conveyed, by pipe, across the UWM Innovation Park road to the Milwaukee County lands, and discharged to the surface, at two locations, as shown on the easement exhibit.
- 3C. The two existing low points on Milwaukee County land currently receive drainage from the existing UWM Innovation Park site, and convey it to the MCG Floodwater Management Facility.
- 3D. The bio-filtration basin overflows will only discharge when there is a storm that is larger than the design 100-year storm event, and at a rate that is less than the discharge from existing site conditions.

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- 3E. Provisions will be included at the overflow discharge points to prevent scour and erosion. UWM Innovation Park will be responsible for maintenance of the discharge location and restoration of damage to the Milwaukee County land resulting from the overflow discharges.

(ITEM ), From UWM Innovation Park, LLC requesting an amendment to the Development Agreement, execution of a Certified Survey Map and grant of easement(s) relative to the County-owned land purchased in the Northeast Quadrant of the County Grounds in the City of Wauwatosa for the development of a College of Engineering and Applied Science Campus, known as Innovation Park, by recommending adoption of the following resolution:

**A RESOLUTION**

WHEREAS, on February 15, 2011, the \$13.55 million land sale to UWM Innovation Park, LLC was successfully closed. Pursuant to the Purchase Agreement and Development Agreement (collectively the "Agreement"), the initial \$5 million of the purchase price was paid to Milwaukee County ("County") at closing and the first mortgage principal balance of \$8.55 million shall be paid to the County in the installments as follows:

- Second \$5 million payable on February 15, 2014
- \$887,500 payable on February 15, 2015
- \$887,500 payable on February 15, 2016
- \$887,500 payable on February 15, 2017
- \$887,500 payable on February 15, 2018

; and

WHEREAS, the Agreement also provides for:

- 75% of all gross sale proceeds from the sale of real property in UWM innovation Park by Innovation Park, LLC shall be paid to the County in consideration of the County's release of such property from the lien of its first mortgage.
- The gross sale proceeds paid to the County from the sale of real property in UWM Innovation park shall be credited against the outstanding installment payments due the County in the inverse order of the above due dates for such installment payments, thereby shortening the payment schedule.
- Historically compatible residential development permitted within the Eschweiler Area, which is defined as an area north of a line 300 feet south of the most southerly Eschweiler building. The residential development may involve the redevelopment of the current Eschweiler buildings and/or construction of new buildings designed to complement the historic architecture of the Eschweiler building.

45 ; and

46

47 WHEREAS, Mr. Bruce Block, on behalf of UWM Innovation Park, LLC requested by  
48 letter dated August 25, 2011 that the 300 south line currently defining the south boundary  
49 line of the Eschweiler Area be slightly adjusted based on discussions with State and local  
50 historic preservation agencies concerning a residential development plan proposed for the  
51 Eschweiler Area. The shift in the boundary line will slightly reduce the Eschweiler Area to  
52 be redeveloped, but the proposed plan will respect and protect the historic Eschweiler  
53 buildings and surrounding land area; and

54

55 WHEREAS, as first mortgage holder the County is being asked to enter into a revised  
56 Certified Survey Map that revises the south boundary line of the Eschweiler Area and  
57 legally describes and creates separate tax key parcels for the Eschweiler development site,  
58 the "accelerator building" site to construct the Innovation Park Business Accelerator  
59 building and define the internal public infrastructure roadways ; and

60

61 WHEREAS, in December 2009 the County Board adopted Resolution File No. 09-  
62 14(a)(n), approving a Habitat Restoration Landscaping Plan, which preserved and  
63 protected the environmentally sensitive areas of the Innovation Park land. The plan  
64 included relocating the proposed internal north/south roadway to intersect Swan Boulevard  
65 along the eastern boundary of the Innovation Park land and abuts the County land to the  
66 east; and

67

68 WHEREAS, to accommodate the County roadway relocation requirement, current  
69 grading plans indicate that some grading will be required on the County land to east for the  
70 proper construction of the roadway and limited storm water run-off from the bio-infiltration  
71 system installed within Innovation Park. As a result, temporary and permanent easement(s)  
72 are being requested from the County; and

73

74 WHEREAS, the public infrastructure, the ecologically sensitive and economically  
75 viable reuse of the historic Eschweiler buildings, the construction of the Innovation Park  
76 accelerator facility and the reconstruction of the Zoo Interchange are all advancing at a  
77 rapid pace, so the concept of Innovation Park is now becoming a reality; now, therefore,

78

79 BE IT RESOLVED, for all parties to realize the benefits from this impactful project,  
80 including the County being paid 75% of all gross sale proceeds from the sale of real  
81 property in Innovation Park starting with the Eschweiler Area, the Milwaukee County  
82 Board of Supervisors hereby approves the following:

83

84

85 1. Alteration of the existing 300 foot south line of the Eschweiler Area,  
86 as depicted on the revised Certified Survey Map cited above, whereby  
87 the shift of the current south boundary line will add more land to the  
88 Eschweiler Area southeast of the current boundary line, but remove  
89 land from the Eschweiler Area northwest of the current boundary line,  
thus resulting in slightly less land available for residential

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development in the Eschweiler Area. This land reconfiguration better accommodates the plan for an economically viable reuse of the Eschweiler Area and existing buildings, while being sensitive to the historic designation of the existing buildings.

2. Execution of an amended Development Agreement to memorialize the aforementioned alteration in the south boundary line and the execution of a Certified Survey Map defining the modified Eschweiler Area, the accelerator building site(s) and internal roadways within Innovation Park.
3. Grant of temporary and permanent easement(s) on County land adjacent to Innovation Park for:
  - Grading work required to properly construct the internal Innovation Park north/south roadway.
  - Limited storm water discharge from the bio-filtration system installed in Innovation Park.

**Granting these easements is subject to the review and approval of the Director of Parks, Recreation & Culture, the Director of Transportation of Public Works, Corporation Counsel and the Economic and Community Development Committee.**

; and

BE IT FURTHER RESOLVED, the County Executive and County Clerk, or other appropriate County officials are authorized to execute the amended Development Agreement, the above-mentioned revised Certified Survey Map and easement(s), subject to Corporation Counsel approval.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** August 30, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From UWM Innovation Park, LLC requesting an amendment to the Development Agreement, execution of a Certified Survey Map and grant of easement(s) relative to the County-owned land purchased in the Northeast Quadrant of the County Grounds in the City of Wauwatosa for the development of a College of Engineering and Applied Science Campus, known as UWM Innovation Park.

**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<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

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

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

No funds will be realized from the adoption of this resolution, however, when the Eschweiler Area is sold by UWM Innovation Park, LLC, the County will receive 75% of gross sale proceeds from the sale and the proceeds will be credited against the outstanding installment payments, thereby shortening the payment schedule to the County for the \$8.55 million principal balance owed.

Department/Prepared By Craig Dillmann

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

Did DAS-Fiscal Staff Review?  Yes  No

---

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

**COUNTY OF MILWAUKEE**

**INTER-OFFICE COMMUNICATION**

DATE : September 2, 2011

TO : Supervisor Lynne De Bruin, Chairperson  
Committee on Economic and Community Development

FROM : Craig C. Dillmann, Manager of Real Estate Services  
Department of Transportation and Public Works

SUBJECT : From Premier Development Group, LLC requesting to lease the 1.748-acre County-owned parcel of land located at 8624 W. Watertown Plank Road in the City of Wauwatosa for the continued operation of a Child Care Center.

**BACKGROUND:**

In 1991 Milwaukee Regional Medical Center, Inc. (“MRMC”) constructed a 13,670 square foot child daycare facility (“Facility”) on a 1.748-acre parcel of County-owned land (“subject land”) leased from Milwaukee County (“County”) pursuant to a lease effective June 12, 1990 (the “Lease”). An exhibit depicting the subject land is attached. The term of the Lease is fifty (50) years with an annual rent of \$1.00 for the first thirty (30) years and market rent thereafter. The Lease requires any sublease or assignment to be approved by the County.

At the January 2011 Economic and Community Development (“ECD”) committee meeting, Mr. William Hatcher, Executive Director of MRMC furnished the attached letter dated January 5, 2011, which notes a prospective purchaser interested in acquiring the Facility from MRMC to continue the daycare operation serving the child care needs of the MRMC members, as well as the general public. At the May 2011 ECD committee meeting, Mr. Hatcher introduced Mr. Matthew Mehring, President of Premier Development Group, LLC (“Premier”) as the prospective purchaser of the Facility and Premier’s interest in assuming contractual control of the underlying subject land from MRMC. As mentioned above, the existing Lease requires approval from the County to assign the Lease, in whole or in part, or lease or sublease any part of the subject land or improvements therein.

The enclosed letter, dated August 19, 2011 from Mr. Mehring, requests the opportunity to lease the subject land from the County to continue the daycare operation. After a two-year process of working with MRMC to evaluate the Facility, the child care operation and various child care organizations, Bright Horizons Family Solutions (“Bright Horizons”) was mutually agreed to be the new child care center operator. As noted in the background

information enclosed with Mr. Mehring's letter, Bright Horizons is not only a leading provider of employer-sponsored child care that manages child care centers for many of the world's leading corporations, hospitals, universities and government agencies, but also practices a fundamental commitment to diversity and strives to create a culture that values and represents many backgrounds and experiences. Premier has complied with the City of Wauwatosa by obtaining the required land division of the subject land by means of the a certified survey map and the City has granted Bright Horizons a conditional use permit for a child care operation on the subject land.

With the assistance of Corporation Counsel, Attorney Roy Evans, on behalf of the County and County Risk Management, the attached market rate land lease was negotiated with Premier. The terms and conditions of the lease are paraphrased as follows:

**Leased Premises:**

A 1.748-acre County-owned subject land located at 8624 W. Watertown Plank Road in the City of Wauwatosa ("Premises").

**Use of Premies:**

A child care center for daycare and afterschool program to serve the employees, faculty and students of the MRMC and the general public. No assignment or sublease of the Premises or improvements without County approval. Nondiscrimination Equal Employment Opportunities in the use of the Premises, contracted operations, including construction or alterations of the Facility.

**Lease Term:**

Fifty (50) years, comprising an initial term of thirty (30) years, with two additional ten (10) year extensions.

**Lease Rental:**

First year rental equal to the appraised fair market rental of \$57,092, with each subsequent annual year rental escalating 1% through year ten. For the life of the lease, a new appraisal will be obtained (cost shared equally by lessor and lessee) every ten years and the 1% annual rent escalators will be applied.

**Building Additions & Expansions:**

Permitted with the approval of plans and specifications by County Department of Transportation and Public Works ("DTPW") and any other such approvals by the City of Wauwatosa.

- Two (2) year completion from commencement.
- Satisfactory evidence to County of sufficient funds to complete the construction.
- Prevailing wage to comply with Wisconsin Prevailing Wage Laws and commitment to achieving the Disadvantaged Business Enterprise (“DBE”) participation goals established by the Milwaukee County Division of Community Business Development Partners (“CBDP”), with a DBE plan reviewed by the CBDP office.
- Title to buildings, improvements and structures existing on the Premises upon lease termination shall, at the option of the County, be retained by the County. Should the County elect not to retain title, lessee to restore the Premises to pre-improved condition, pursuant to the applicable laws, codes and regulations.

**Utility Lines & Service:**

- Available County services as provided to MRMC members.
- Hook-up with DTPW approval with access rights to Premises by DTPW.
- All costs/expenses of service and hook-up borne by lessee.
- Lessee to contribute pro rata share to County Grounds Storm Water Fund, Fire Protection and County Cost Sharing Ordinance (Chapter 98) for applicable common and shared amenities with MRMC members.

**Indemnification/Environmental & Insurance:**

- County indemnified against any and all liability resulting from damage, property loss, personal injury or death on the Premises and the Facility.
- Hazard, General/Commercial/Public Liability, Property Damage, Worker Compensation/ Employers Liability coverage in amounts and form satisfactory to County Corporation Counsel and County Risk Management.

**RECOMMENDATION:**

Staff respectfully requests the Economic and Community Development Committee recommend to the Milwaukee County Board of Supervisors the following:

- Approval and execution of the land lease with Premier Development Group, LLC for the 1.748-acre County-owned parcel located at 8624 W. Watertown Plank Road in the City of Wauwatosa.
- Approval of the assignment/transfer of the Facility from MRMC to Premier Development Group, LLC, which is necessary per the existing Lease, dated June 12, 1990.
- Execution of the certified survey map for the 1.748-acre parcel.
- Execution of a mutual release/termination of the existing Lease, dated June 12, 1990 between MRMC and the County.

**FISCAL NOTE:**

The land lease rental for the first year is the appraised fair market rental of \$57,092 and each subsequent year the annual rental will escalate 1% through year ten (10) at which time a new appraisal will be obtained. An appraisal will be obtained every ten years and the 1% annual escalators will be applied during the life of the lease.

---

Craig C. Dillmann, Manager  
Real Estate Services

ECD Committee meeting date: September 19, 2011  
Attachments

cc: Chris Abele, County Executive  
Lee Holloway, County Board Chairman  
Supervisor James J. Schmitt, District 19  
Patrick Farley, Director DAS  
Jack Takerian, Director, Transportation & Public Works  
Brian Taffora, Director, Economic Development  
Vince Masterson, Fiscal Mgt Analyst-DAS

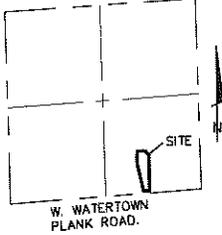
cd\committee\DayCareLease2011memo

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 21 EAST, IN THE CITY OF WAUWATOSA, MILWAUKEE COUNTY, WISCONSIN.

### VICINITY MAP

1" = 2000'



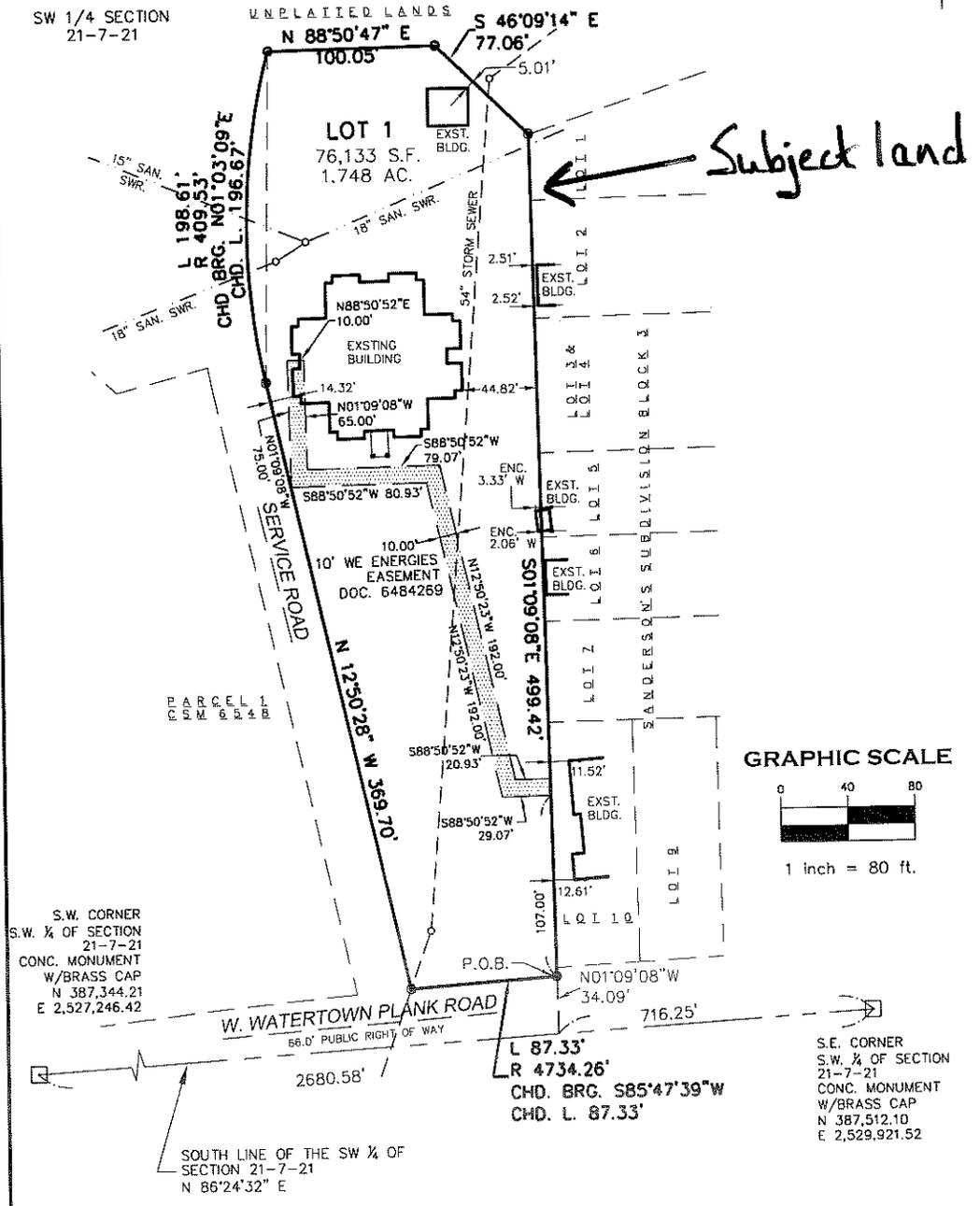
SW 1/4 SECTION 21-7-21

### LEGEND

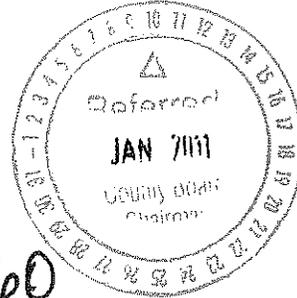
- ⊙ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
  - INDICATES 1" IRON PIPE FOUND UNLESS OTHERWISE NOTED.
- ALL BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21-7-21 WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) (NAD27) BEARING OF N 86°24'32" E.

**CJ**  
**engineering**  
 civil design and consulting  
 9205 W. Center Street  
 Suite 214  
 Milwaukee, WI 53222  
 PH. (414) 443-1312  
 FAX (414) 443-1317  
 www.cj-engineering.com

PREPARED FOR:  
 Milwaukee County



MILWAUKEE  
REGIONAL  
MEDICAL  
CENTER



January 5, 2011

FILE NO. 11-60

Michael Mayo, Chairman  
Milwaukee County Board of Supervisors  
Courthouse, 901 N. 9<sup>th</sup> St.  
Milwaukee, WI 53233

Lee Holloway, County Executive  
Milwaukee County  
Courthouse, 901 N. 9<sup>th</sup> St.  
Milwaukee, WI 53233

Re: Milwaukee Regional Medical Center  
Child Daycare Center, County Grounds

Dear Messrs. Holloway and Mayo:

Milwaukee Regional Medical Center, Inc ("MRMC") is requesting the necessary approvals from the Milwaukee County Board of Supervisors in connection with MRMC's proposed sale of its child daycare facility at 8624 W. Watertown Plank Rd., Wauwatosa (the "Facility"), which is situated on land leased by MRMC from Milwaukee County.

MRMC constructed the 13,670 square-foot Facility in 1991 on a 1.7475 acre parcel of land leased from the County pursuant to a lease effective June 12, 1990 (the "Lease"). The term of the Lease is 50 years with rental at one dollar (\$1.00) per year for the first 30 years and market value thereafter. Under the terms and conditions of the Lease, any sublease or assignment requires approval from the County.

MRMC contracts with a private operator for the operation of the child daycare at the Facility. The daycare is open to the general public, and is not exclusive to employees of MRMC's members.

The 20-year old Facility is in need of remodeling and physical upgrade to continue to meet child daycare standards and to meet the expectations of today's child daycare customers. The current Facility has the capacity to serve 175 daycare

9000 W. WISCONSIN AVENUE • SUITE C165 • MILWAUKEE, WI 53226 • 414-778-4570 • FAX: 414-778-6085

MEMBERS

BLOOD CENTER OF WISCONSIN • CHILDREN'S HOSPITAL OF WISCONSIN • CURATIVE CARE NETWORK  
ECD - 051611 - Page 22  
FREDERICK HOSPITAL • MEDICAL COLLEGE OF WISCONSIN • MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION

customers and needs to be expanded to a capacity which will make it economically feasible. The prospective purchaser of the Facility is willing to make such investment and believes such investment would allow the daycare to continue as a viable enterprise serving the childcare needs of the community.

MRMC respectfully requests that this matter be referred to the Milwaukee County Board of Supervisors' Committee on Economic and Community Development Committee and/or County staff to determine appropriate approval(s) and action.

Respectfully Submitted,



William Hatcher, Executive Director, MRMC

CC by email: William Petasnick, Chairman, MRMC Board of Directors  
Supervisor Theodore Lipscomb, Vice Chairman, ECD Committee  
Terry Cooley, County Board Chief of Staff  
Jack Takerian, Director, DTPW  
Craig Dillmann, Manager of Real Estate, DTPW  
Glenn Bultman, County Board Research Analyst  
Julie Esch, County Board Research Analyst

August 19, 2011

Mr. Craig Dillmann  
Manager of Real Estate Services—Milwaukee County  
2711 West Wells Street, Suite 339  
Milwaukee, WI 53208

Re: Milwaukee Regional Medical Center  
Campus Child Care Facility  
8624 W. Watertown Plank Rd.  
Wauwatosa, WI 53226

Dear Mr. Dillmann:

For the past two years I have been working with Mr. Bill Hatcher, the Executive Director of the Milwaukee Regional Medical Center ("MRMC"), on the acquisition of the Campus Child Care facility and daycare operation. As you are aware, MRMC currently has a ground lease on the underlying 1.748 acre parcel with Milwaukee County. During the prior two years my organization (Premier Development Group) worked with MRMC members to evaluate the daycare center and see where improvements could be made. I arranged for different child care organizations to present to MRMC members for their consideration and review. After mutually agreeing on Bright Horizons Family Solutions to be the new child care center operator, I would like to express my interest in having Premier Development Group enter into a ground lease for the underlying Milwaukee County parcel.

Over the last few months I have worked with the City of Wauwatosa to obtain the required land division by means of a certified survey map. The City has also endorsed Bright Horizons Family Solutions as the child care center operator by granting the required conditional use approval. Attached please find background information of Premier Development Group and Bright Horizons Family Solutions. I look forward to the opportunity to enter into a ground lease with Milwaukee County.

Sincerely,



Matthew J. Mehring  
President  
Premier Development Group, LLC.

**Premier Development Group**

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## BUSINESS PARTNERSHIP

Premier Development Group, LLC is a real estate holding company that has extensive experience in the construction and real estate industry. The company is comprised of three partners Matthew Mehring, Michael Mehring Sr. and Robert Hultquist. Each partner has their own individual expertise and the attached resumes provide a more detailed description of their experience. Premier Development Group, LLC has entered into a strategic partnership with Bright Horizons Family Solutions for the daycare operations.

Bright Horizons Family Solutions is the world's leading provider of employer-sponsored child care, early education and work/life consulting services. Bright Horizons Family Solutions manages more than 700 early care and education programs across the U.S., UK, Ireland and Canada for more than 800 of the world's leading employers. Bright Horizons clients include more than 120 of the *Fortune 500* and more than 90 employers that appear on *Working Mother* magazine's list of the "100 Best Companies for Working Mothers."



### Premier Development Group

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## COMMUNITY INVOLVEMENT

The Bright Horizons community is a vibrant tapestry made of children, families, employees, and suppliers who represent many different cultures, backgrounds, and experiences. We strive to create a culture that values and includes every individual and celebrates unique differences. Our commitment to diversity is fundamental to supporting the success of our company, so that we may understand and respond to the challenges of our clients, the needs of the families whom we serve, and the evolving goals of our employees. Our commitment to diversity is part of our HEART principles, which support our mission to provide the highest-quality early care and education so that we may make a difference in the lives of children, families, and communities.

Bright Horizons supplier diversity initiative is committed to building a portfolio of products and suppliers for our centers that mirror the demographics of the global community we serve. Bright Horizons Diversity Supplier Grant enables a certified minority supplier to participate on our e-commerce site, The Mall @ Bright Horizons. The Mall @ Bright Horizons is a unified shopping cart experience that our 700+ centers use daily to procure approved products for their centers. These products range from office supplies, to art work, to furniture, computer and paper goods. In 2010, total sales through The Mall @ Bright Horizons exceeded \$10.5 Million and over 80,000 orders were processed. Our Diversity Grant Supplier will receive a year of free participation on our site, technology support, and ongoing support from the Supply Management Department throughout the year. This selected supplier will also have the opportunity to work with our marketing team to feature and market their products to our centers.



### Premier Development Group

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## BRIGHT HORIZONS FAMILY SOLUTIONS

Bright Horizons manages child care centers for many of the world's leading corporations, hospitals, universities, and government agencies. All of our child care centers are designed to meet high standards of excellence. We are proud to help children worldwide develop the skills they need to prepare for academic excellence and success in life, while we partner with employers to support their employees.

One reason for the company's success is its uncompromising commitment to excellence, the single most important company value. The company operates each of its centers according to the highest standards of excellence as defined by the National Association for the Education of Young Children (NAEYC) and has the best record of accreditation from the NAEYC of any multi-site workplace services provider in the United States. Bright Horizons' parent satisfaction rating is 98%. The company places an equally high priority on responsiveness and close working relationships with clients and enjoys a 99% client retention rate.

Bright Horizons has so much experience in early education and managing child care centers, and that experience has enabled us to have a very healthy program.

To put it simply, Bright Horizons was the best fit for our organization. The atmosphere Bright Horizons has created is one of genuine warmth.

*Terra Siller  
Work/Life Specialist  
Henry Ford Health System  
Transitioned to Bright Horizons*

Operating under similar high standards for itself in order to become the employer of choice for professionals in its field, Bright Horizons has been recognized twelve times by *Fortune* magazine as one of the "100 Best Companies to Work For" and by *Working Mother* as one of the "100 Best Companies for Working Mothers."

To achieve its vision of "building a better world by helping children, families and companies work together to be their very best," Bright Horizons Family Solutions focuses on partnerships with employers to provide child care, early education and enrichment programs, and strategic work/life consulting services.



### Premier Development Group

1100 Buena Vista Ave  
Waukesha, WI 53188

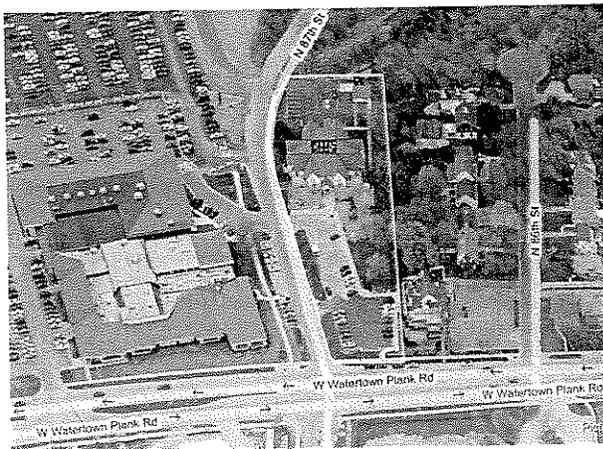
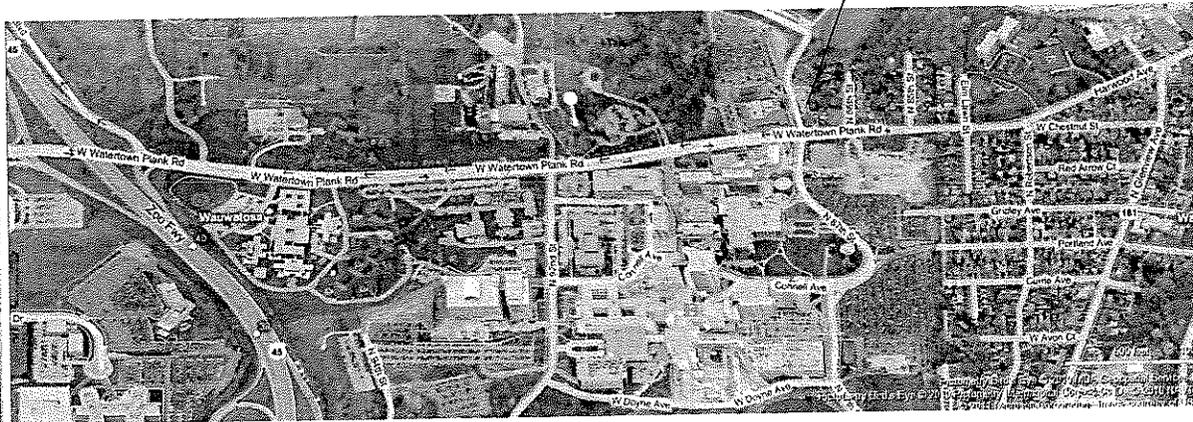
Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## PROPERTY DESCRIPTION

The subject property is located at 8624 Watertown Plank Road in Wauwatosa, Milwaukee County, Wisconsin. The site is situated on the north side of Watertown Plank Road, east of US Highway 45 in a mixed-use area dominated by the Milwaukee Regional Medical Center complex. The building was constructed in 1991 and totals 13,670 square feet. The building is a daycare center with fourteen classrooms, multiple restrooms, office space, and two exterior fenced play areas. The building sits on a 1.748 acre site.

SITE LOCATION



## BUSINESS SUMMARY

**Building Size: 13,670 square feet**

**Age range: 6 months to 6 years old**

**Hours of Operation: 6am to 6pm**

**Capacity: 176 children**

**Number of Employees: 35**

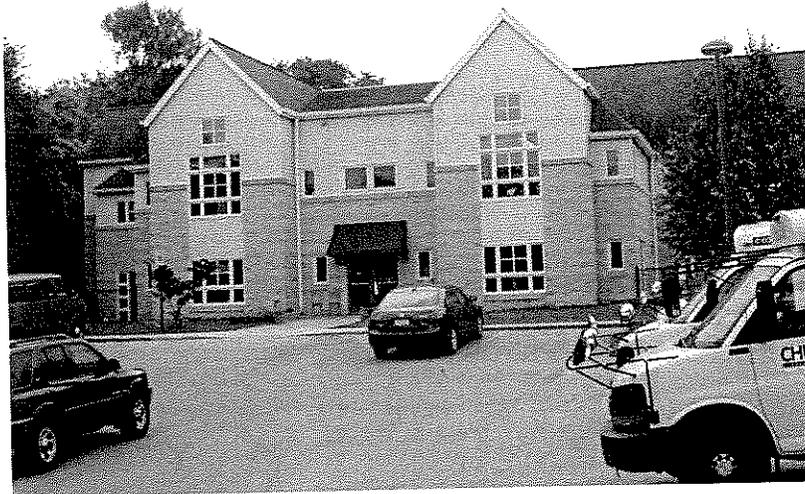
### Premier Development Group

1100 Buena Vista Ave  
Waukesha, WI 53188

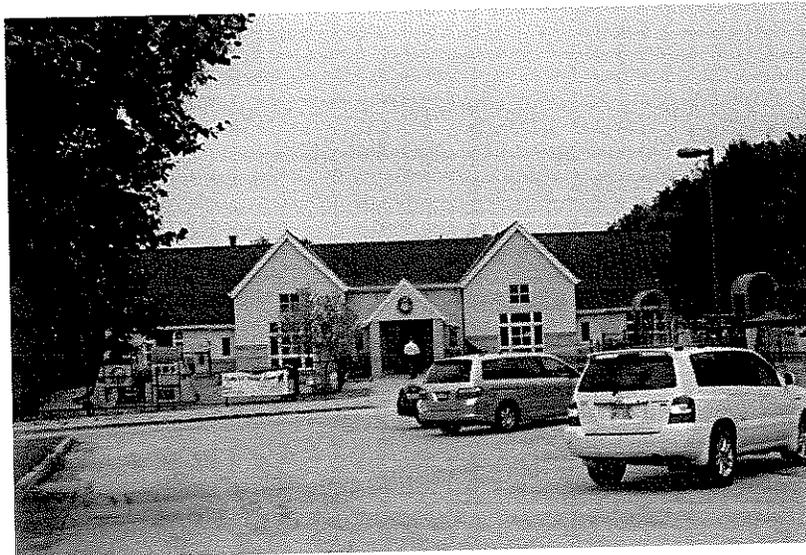
Phone: (262) 613-4009  
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# Campus Child Care

## PROPERTY PHOTOS



NORTH ELEVATION



SOUTH ELEVATION

### Premier Development Group

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## **Matthew Mehring, LEED AP**

*President*

Matthew Mehring provides the overall leadership and strategic direction of the company's development projects and services. Mr. Mehring ensures that financial and operational objectives for each project are met. He is responsible for all site acquisition and planning, development services, civic relationships, entitlements and major tenant negotiations

### **Education**

B.S., Structural Engineering, Milwaukee School of Engineering, 2004

B.S., Construction Management, Milwaukee School of Engineering, 2004

### **Experience**

#### **Centex Rodgers Inc.**

- Project Engineer at Clear Lake Regional Medical Center – Webster, TX (\$80,000,000) (Healthcare)
- Quality Control Manager at Washington Regional Medical Center – Fayetteville, AK (\$124,000,000) (Healthcare)
- Project Engineer at Broward General Medical Center – Fort Lauderdale, FL (\$95,000,000) (Healthcare)

#### **Anderson Ashton Inc.**

- Project Manager on Milwaukee Regional Medical Center – Flight for Life Headquarters & Aircraft Hanger – Waukesha, WI (\$2,750,000) (Healthcare / Office / Aviation)
- Project Manager on Abundant Life Lutheran School – Oconomowoc, WI (\$3,500,000) (Church School & Daycare)
- Project Manager on Zion Ev. Lutheran Church— Menomonee Falls, WI (\$900,000) (Daycare)
- Project Manager on Key to Life Daycare—Wausau, WI (\$1,300,000) (Daycare)
- Project Manager on Little Lambs Child Care—West Bend, WI (\$900,000) (Daycare)
- Project Manager at WE Energies Power Plant - RMAN & Warehouse project – Oak Creek, WI (\$3,600,000) (Office & Industrial)
- Project Manager at WE Energies Power Plant - Raw Water / Waste Water Building – Oak Creek, WI (\$3,000,000) (Waster Water Treatment)
- Project Manager at Wisconsin Electric Power Plant - Oak Creek, WI (\$13,000,000) (Industrial / Power Generation)
- Project Manager on Grant Park Plaza – South Milwaukee, WI (\$9,000,000) (Retail)
- Project Manager on Capital Plaza – Brookfield, WI (\$6,000,000) (Retail)
- Project Manager on Elmbrook Plaza – Brookfield, WI (\$5,000,000) (Retail)
- Project Manager on Foran Spice Company – Oak Creek, WI (\$4,000,000) (Industrial)

### **Premier Development Group**

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## **Michael Mehring Sr.**

*Vice President*

Michael Mehring Sr. is the vice president of Premier Development, LLC. In his role he has overall responsibility for all construction activities. He oversees the field operations, coordinates sub-contractors and scheduling of all construction related activities, providing technical direction and quality control for executed work. He has over 36 years of experience in construction and has provided these services for many different clients.

### **Education**

Civil Engineering, Milwaukee Area Technical College

### **Daycare Experience**

#### **Mehring Construction Inc. (1974-Present)**

- Carpentry contractor on Abundant Life Lutheran School – Oconomowoc, WI (\$3,500,000) (Church School & Daycare)
- Carpentry contractor on Zion Ev. Lutheran Church— Menomonee Falls, WI (\$900,000) (Daycare)
- Carpentry contractor on Key to Life Daycare—Wausau, WI (\$1,300,000) (Daycare)
- Carpentry contractor on Little Lambs Child Care—West Bend, WI (\$900,000) (Daycare)

#### **Premier Development Group**

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# Campus Child Care

## **Robert C. Hultquist**

*Secretary*

Robert Hultquist is the secretary of Premier Development Group, LLC. His oversight of all legal aspects for the company's projects has helped establish its track record of successful development ventures.

### **Education**

Preparatory Education—Loyola University, Chicago  
Juris Doctorate—Loyola University School of Law—1957

### **Experience**

- 1957-1959—William T Kirby & Associates, Chicago, Illinois
- 1959-1963—Sole practitioner and head of legal department for Royal Globe Insurance Companies and London-Lancashire Insurance Company, Chicago, Illinois
- 1963-1989—Hultquist & Hudzik, P.C., Downers Grove, Illinois
- 1989-1995—Hultquist, Wedel, Hudzik & Russ, P.C., Downers Grove, Illinois
- 1995-1997—Robert C. Hultquist, P.C., Downers Grove, Illinois
- 1997-Present—Robert C. Hultquist, P.C., Oconomowoc, WI
- Former General Counsel and Secretary Treasurer of the Plastic Shipping Container Institute (1972-1998)
- Former member of the Development Committee of the Marquette University Executive Senate
- Former President (1970-1971), Executive Secretary (1963-1970) and Treasurer (1961-1963) of Southwest Bar Association of Chicago.

### **Premier Development Group**

1100 Buena Vista Ave  
Waukesha, WI 53188

Phone: (262) 613-4009  
Fax: (262) 569-8620

# LAND LEASE AGREEMENT

MILWAUKEE COUNTY

AND

PREMIER DEVELOPMENT GROUP L.L.C.

FOR

CHILD CARE FACILITY

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Signature Endorsements

Exhibit A

Exhibit B

## RECITALS

THIS LAND LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between, Milwaukee County, a corporate municipal body (hereinafter Lessor), and Matthew J. Mehring, also doing business as, Premier Development Group L.L.C. (hereinafter Lessee), a for profit company providing facilities management services, organized and licensed to do business in the State of Wisconsin.

### THEREFORE WITNESSETH:

WHEREAS, the Lessor has authority under Wisconsin State Statute, and by review and approval of the Milwaukee County Board of Supervisors, to enter into this Land Lease Agreement (hereinafter Agreement) with the Lessee for the purpose of managing, facilitating and potentially expanding the current child care facility now occupying the Lessor's land subject to the terms and conditions of this Agreement; and,

WHEREAS, the Lessee enters into this Agreement in order to manage, facilitate and potentially expand the child care center operations, which provides child care services to students and employees of the Milwaukee Regional Medical Center and, the general public, on the Lessor's land and in the building located thereon (hereinafter Facility); and,

WHEREAS, the Lessor, in recognition of the existing land lease between Milwaukee County and the Milwaukee Regional Medical Center, Inc. dated June 12, 1990, has determined that a change in the current leasing arrangement is acceptable and warranted and that this Agreement with the Lessee is in the best interest of all parties pursuant to this Agreement with the intent and purpose of the continuation of quality child care services to the aforementioned; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements along with other good and valuable considerations, with mutual acknowledge of receipt of same, hereby agree between the Lessor and Lessee as follows:

1. **Premises.** Lessor agrees to lease Lessee a parcel of land, consisting of approximately 1.748 acres (hereinafter Premises) which legal description appears herein as Exhibit A and attached hereto.
  
2. **Length of Lease.** This Agreement shall be for an initial term of thirty (30) years from the date of the signing of this Agreement (Commencement Date) with two (2) additional ten (10) year extension periods that may be exercised by the Lessee by providing Lessor with a six (6) month written Notice to Extend prior to the end of said initial term and, as well, the additional extension periods.
  
3. **Terms and Compensation.** For use of the Premises the Lessee agrees to pay Lessor the agreed upon rental compensation referenced in Exhibit B which is attached hereto. Lessee to pay Lessor the rental compensation annually and in advance of the Commencement Date and every anniversary date thereafter. Commencing with the eleventh (11<sup>th</sup>) year of this Agreement, the rental compensation shall be paid to the Lessor by the Lessee in an amount calculated and determined by a mutually satisfactorily independent real estate appraiser licensed in the State of Wisconsin. Appraisal costs are to be shared equally between Lessor and Lessee. Rental payments shall, in years twelve (12) through twenty (20), escalate 1% annually per a revised Exhibit B. Subsequent appraisals are to be conducted every ten (10) years thereafter with 1% annual escalators over the life of this Agreement. If the parties cannot agree to a mutually satisfactorily independent real estate appraiser, each party shall submit to the other three (3) names of appraisers satisfactory to the other party. If the parties' nominations overlap to the extent that but one person is named by both parties, that one person who has been nominated by both parties shall be named the appraiser hereunder. If two (2) persons have been nominated by both parties, the parties select by lot from the two persons so nominated. If three (3) persons have been nominated by both parties, the Lessee shall have the first opportunity to strike one (1) nominee. The Lessor shall have the second opportunity to strike a nominee and the third nominee shall be the named appraiser hereunder. If there is no overlap in nominations, the parties shall again attempt to agree upon a mutually satisfactory appraiser and if not successful shall apply to the Chief Judge of the Circuit Court for Milwaukee County to appoint an appraiser from the membership

of the American Institute of Real Estate Appraisers or other duly recognized organizations of professional appraisers who is well qualified in the appraisal of institutional properties and also holds a designation other than residential appraiser.

**4. Facility Additions and Expansion.**

- (a)** Lessor grants the Lessee the right, absent obligation, to expand the existing physical Facility. Said Facility expansion will not be commenced or committed until such time as the proper plans and specifications for the physical development of the Facility are vetted and approved by the Lessor's Director of Public Works, who shall sign off in Agreement with the plan, without unreasonable delay, along with any other such approvals that may be necessary and required by the City of Wauwatosa. Lessee shall submit a formal letter requesting Lessor's Director of Public Works prompt review of said plans and specifications along with seeking approval of the City of Wauwatosa. Such plans and specifications shall be deemed to have been approved, unless Lessor's Director of Public Works, within thirty (30) days of the submittal, provides a written Notice of Disapproval of Lessee's intended plans or specifications. In such Notice the Lessor's Director of Public Works shall provide the Lessee with specific objections and reasons for disapproval of Lessee's plan. In such an event, Lessee shall have the thirty (30) day option, from the date of notice, to amend or change specifications of the plan to meet the approval of the Lessor's Director of Public Works. Upon final approval, no material changes in the plans or specifications can be made without the express written approval of the Lessor's Director of Public Works. Any material changes to the initial plan shall be promptly submitted to the Lessor's Director of Public Works for review of which said Director shall promptly review and expedite. Upon prior notice, except in the case of an emergency and at Lessor's sole risk and expense, the Director of Public Works may enter upon the Premises and the Facility proper to observe and take note of construction related activities.

- (aa) Prevailing Wage.** To the extent applicable, all project construction shall be subject to and comply with Wisconsin's Prevailing Wage Laws. (Wis. Stat. Sec. 66.0903, 66.0904 and 103.49)
- (aaa) Prior Approval.** Any expansion of the existing physical Facility at any time shall require compliance with Due Diligence requirement of the Milwaukee County Department of Administrative Services (DAS), which shall include and require that Lessee provide evidence that it has obtained the necessary funds or financing in an amount not less than one hundred percent (100%) of the estimated cost of the proposed expansion, before commencing any expansion of the existing physical Facility.
- (b)** Lessee may obtain financing to facilitate Facility asset purchases and/or any future additions, improvements and/or expansions of the Facility deemed necessary thereto, through various financing sources, public or private, including but not limited to loans, grants, guarantees, tax credits, interest subsidies or other financial means from multiple government or private institutions and sources. It is recognized and understood that all such institutions and sources (hereinafter Financing Agencies) may, incident thereto, be required from time to time to attach, by mortgage, Lessee's leasehold interests in the Premises. In the event that one or more Financing Agencies requests a modification of this Agreement in recognition of same, such modification shall not include, in any way, the subordination of Lessor's fee interest in the Premises to any leasehold mortgage without indemnifying the Lessor from any payment obligations or indebtedness as a condition of said financing. Lessor acknowledges that requests for mortgage security may be required as a consequence of Lessee's construction financing needs and therefore the merits of same may be considered, on a case by case basis, by Lessor in the event a modification request is deemed reasonable and necessary in order to facilitate the construction financing and development of the Facility.

- (c)** In the event Lessor receives a written notice from a Financing Agency seeking to provide financing to the Lessee for construction related to the Facility or improvements, Lessor shall promptly contact the Financing Agency in writing and provide any information concerning any default by Lessee in its obligation to the Lessor or any information pertaining to any contemplated termination of said Agreement. In the case of curing a default to avoid termination or any other outstanding indebtedness owed to Lessor, the Financing Agency may have the same rights and privileges as the Lessee, in order to protect its interests, in providing support of the continued intended use of the Facility.
- (d)** Lessee's fee rights are limited to the physical Facility only and do not include the Premises upon which the construction and Facility, subject to this Agreement, is predicated. In the event Lessee obtains a mortgage against Lessee's leasehold interests, all of the limitations pertaining to the use of the Facility shall remain applicable to and binding on the mortgagee, its successors and assigns. Nothing contained herein or made a part of any mortgage shall be construed as creating a general indebtedness or obligation of Lessor to assume any debt within the meaning of any constitutional, statutory provisions or limitations, or otherwise, impose upon Lessor any liability for any indebtedness or other financial obligation of Lessee.
- (e)** Lessee is obligated to and shall restore, at Lessee's expense, all roadways or other pathways to the same or near similar condition as existed prior to the commencement of construction activities. Lessee agrees to make any such repairs, if needed, which shall be completed no later than thirty (30) days after receiving notice from Lessor that such repair is necessary.
- (f)** For those amenities provided to Lessee which are in common and shared with the other private geographic members of the Milwaukee Regional Medical Center on the County Grounds, the Cost Sharing Ordinance (Chapter 98, Milwaukee County General Ordinances) shall be applicable to Lessee and

Lessee shall pay its proportion of the properly chargeable costs pursuant to Chapter 98.

- (g)** Any and all security needs for the Premises and Facility are to be provided by Lessee at Lessee's expense.
- (h)** Lessor is the owner and operator of the following utility services which it provides for customers of the County Grounds: sanitary sewer, storm sewer and potable water.
- (1)** With respect to same, Lessor will provide Lessee with connection and use of water and sanitary and storm sewers. Depending on the needs of the Lessee, Lessee is extended the privilege to tie into, connect or disconnect from Lessor's water, sanitary and storm sewer distribution system on the County Grounds at such points and locations, in such manner and with such materials and equipment as shall be determined and approved by Lessor's Director of Public Works. All costs and expenses incidental thereto, including all costs of metering and controlling devices or installation thereof, if required by Lessor or code, shall be borne by and the sole responsibility of the Lessee. Lessee agrees to financially contribute to the Storm Water Fund on a prorated basis in conjunction with the other geographic members of the Milwaukee Regional Medical Center.
- (2)** Notwithstanding anything to the contrary in the Agreement, if Lessee is prevented from receiving water, sewer or storm sewer services that Lessee requires for the operation of Lessee's child care business at the leased Premises and such interruption renders the Premises untenable, in whole or in part, or makes it impractical for Lessee to operate its business on the Premises, then Lessee shall give notice to Lessor thereof and the rental compensation and other payments due under the Agreement shall abate on a per diem basis commencing on the fifth (5<sup>th</sup>)

business day after such notice. In addition, if such interruption continues for a period of thirty (30) days after such notice, Lessee may terminate this Agreement at its election at any time thereafter by giving notice to Lessor of its desire to do so whereupon this Agreement shall terminate on the date specified by Lessee with the same force and effect as if such date were the date originally set forth herein as the expiration date. Lessor is not deemed to be the grantor and is to be held non liable for interruption of utility services. While Lessor will exert its best efforts to assure the uninterrupted continuation of utility services to Lessee's Facility, Lessor is not, by electing to make such services available to Lessee, liable to Lessee for damages related to either if one or more of said services should be interrupted, terminated or reduced because of necessary maintenance, repairs or improvements or any other cause whatsoever.

- (3)** Lessee agrees to pay Lessor for potable water, sanitary sewer and storm sewer services at the same rate which Lessor charges other customers that utilize its utility services. The frequency and method of payment shall be established by Lessor's Director of Public Works. In the case of nonpayment of utility charges, upon not less than ten (10) days notice to Lessee, Lessor may discontinue furnishing such utility services as are not paid for and such discontinuance shall not render Lessor liable to Lessee for damage or relieve Lessee from performance of its obligation under this Agreement.
- (4)** Lessor shall have access to any utility meters with 24 hours notice, except in the case of emergency, to enter upon the Premises and into the Facility, for the purpose of reading, inspecting, monitoring, repairing, replacing or modifying any utility meters, sensors or other controls installed thereon or therein.

(5) Where approval of the Director of Public Works is required herein, Lessee shall make specific requests in writing for each such required approval of concurrence therewith and shall submit all necessary and required drawings, specifications or other supporting documentation requested and that the Director of Public Works, or their designee, shall respond timely in writing.

(6) Lessor shall provide Lessee ingress and egress to and from the Lessor owned North 87<sup>th</sup> Street, which abuts and is adjacent to the Premises, during all periods with exception to any portion of time associated with interruptions due to required street maintenance, repair or road construction that may be required and beyond the control of the Lessor. Any change or modification in the ingress or egress from North 87<sup>th</sup> Street to the Premises by Lessee that existed at the time of the signing of this Agreement shall require the approval of the Director of Public Works.

**5. Completion of Facility Addition and Expansion.** In the event Lessee shall elect to expand the existing Facility, Lessee shall substantially complete any alterations or Facility expansion within two (2) years of the commencement of construction. Commencement of construction means actual physical construction of the Facility and does not include preliminary or basic excavation of the Premises. The Lessee shall provide Lessor with a plan and time-table for the completion of the construction within the two (2) year period. Lessor may extend the time for completion based on construction issues that may affect same that are beyond the control of the Lessee (i.e. labor strikes or labor shortage, unavailability of materials and supplies, government restrictions or national emergencies, acts of God, or delays caused by acts of the Lessor.) The Facility expansion shall be of high quality construction performed in a workman like manner and must be in compliance with all applicable laws, rules, statutes, ordinances, regulations and other construction industry requirements and standards. Said completion of the Facility construction and expansion shall be overseen by Lessee's construction manager or architect who

will provide Lessor's Director of Public Works with reports updating and certifying that such work is progressing towards timely completion. Lessee agrees to be responsible for removing, at Lessee's cost and expense, any and all surface or subsurface structures or construction impediments which may exist or interfere with Lessee's operation, facility management or expansion construction plans related to the Facility. This includes but is not limited to relocation of underground utility and sewer lines as determined by the construction needs of the project.

- 6. Cost and Payment of Facility, Additions, Expansion and Alterations.** Prior to any construction, pursuant to Section 4 (aaa), Lessee shall provide reasonable and satisfactory evidence, to the Lessor's Director of Public Works, that Lessee has sufficient available funds to assure construction and satisfactory completion of the Facility expansion with the ability to make payment of all costs and expenses associated with said construction. Such evidence may be provided in the form of cash on hand, marketable securities, firm pledges or gift commitments, loan commitments, grants from state or federal agencies or any other additional marketable assets which shall constitute an aggregate amount sufficient to cover the expense of construction completion. In the alternative, Lessee may furnish performance and payment bonds naming Lessor as co-insured in an amount equal to the cost of construction and completion of the facilities expansion construction exclusive of furnishings and equipment. No Lien shall be imposed on Lessor's Premises and Lessee shall not permit any part of the Premises or Facility to be used by any persons in such a manner as might reasonably tend to impair Lessor's title to or interest in any part of the Premises. Lessee shall indemnify and hold harmless Lessor from any and all statutory liens or claims of any construction contractor, sub-contractor, material supplier, laborer or other third party participant which may arise in connection with the construction or completion of the Facility expansion.
  
- 7. Use of Facility and Premises.** The Premises and Facility shall be exclusively used as a child care center, including any afterschool or school-age programs, together with related administrative areas, kitchen facilities, and outdoor play area, as necessary, to serve the employees, faculty and students associated with the

Milwaukee Regional Medical Center and the general public and, shall serve no other purpose without prior written consent from Lessor. Lessee is prohibited from sub-leasing or leasing space in this Facility to any individual, organization or other entity, with the exception of sub-leasing the Facility to Bright Horizons Children's Center L.L.C. (hereinafter Sublessee) and a portion of the parking lot surface on the south side of the Premises to the Eddie Martini Restaurant, without first obtaining written approval from Lessor. Failure to comply with this requirement shall be deemed a material breach of this Agreement. Lessee shall comply with all applicable statutes, laws, orders, ordinances and license requirements to operate the Facility pursuant to regulations mandated by the Federal Government, the State of Wisconsin or any other municipal governing body who has jurisdiction over the operation of said child care facility. This includes the local Board of Fire Underwriters and any other similar body having lawful responsibility to impose upon either Lessor or Lessee the duty to subscribe or conform to existing rules and regulations affecting the operation of the Facility and business. Nothing contained herein prevents or prohibits the Lessee from challenging or seeking legal exemption from any law, rule or regulation.

Lessee shall, at its sole cost and expense, comply with all requirements pertaining to the Premises and Facility imposed by any insurance organization or company that is necessary for the maintenance of the insurance required by this Agreement. No use shall be made, or permitted to be made, of any part of the Premises or Facility, or acts done, which will be in violation of any provision of or cause a cancellation of any insurance policy covering any part of the buildings, structures, or improvements located on the Premises.

- 8. Indemnification.** As a condition of this Agreement Lessee will, at all times during the initial thirty (30) year term and any extended terms thereafter, indemnify and hold harmless the Lessor, Milwaukee County Executive, Milwaukee County Board of Supervisors, and any other Lessor officer or agent, against any and all liability associated with any loss, damage, personal injury, loss of life, charges, costs or expenses that Lessee may incur or sustain or be required to pay as a result of any willful, negligent, illegal act or omission of Lessee, Lessee's employees, agents or representatives which may result from the failure of Lessee to perform or adhere to

any of the terms, covenants and conditions of this Agreement resulting in any damage, property loss, personal injury or death while in or on the Premises and Facility. To the fullest extent allowed by law, Lessor, as a municipal corporation, will endeavor to hold harmless and reimburse any costs or loss to Lessee based on Lessor's acts, including acts of its officers, employees, agents or representatives which may result in damage, property loss, personal injury, charges, costs or expenses while in or on the Premises and Facility.

**9. Insurance.**

**(a) Hazard Insurance.** Lessee shall procure directly, or through Sublessee at all times during the term of its sublease, at these parties sole cost and expense, property insurance on the Premises including contents, improvements and betterments and appropriate business interruption coverage as usual to the industry and at all times maintain the policies in force or Lessee/Sublessee may elect to self-insure business interruption coverage provided, however, that Lessee/Sublessee indemnifies and holds Lessor harmless from any, every and all claims, demands and causes of action arising in any way because of business interruption. Such coverage shall provide endorsements representing the Lessor's interest in the Premises and when applicable, any financial institution interest required by loans or other monetary instruments. Coverage shall reflect in forms current and usual to the industry for replacement cost. Deductibles shall be no more than \$100,000 and co-insurance penalties no less than 80% of the full insurable value. Lessee/Sublessee shall indemnify and hold Lessor harmless for any, every and all claims, demands and causes of action falling within such deductible amounts. Deductibles and co-insurance penalties shall remain the payment responsibility of the Lessee and its Sublessee. Insurance policies shall be written by a reputable insurance company authorized to do business in the State of Wisconsin. Lessee shall provide proof of property insurance coverage in the form of an insurance certificate to Lessor annually or as requested by Lessor in the event of a change in Sublessee. If Sublessee does not provide minimum required coverage or in the event there is no Sublessee, the Lessee shall comply with all insurance requirements in this section.

**(b) Public Liability Insurance.** Lessee and or its Sublessee shall ensure and agree to evidence and maintain proof of financial responsibility for any costs or legal actions that may arise from claims of tort, statutes and any other vicarious liability arising from the acts or omissions of Sublessee and its officers, employees, agents or personal representatives. Such evidence shall be in the form of proof of Net Worth in excess of \$100,000,000. Such coverage shall include policies of comprehensive general liability specifically covering the operations of Lessee and or Sublessee with minimum limits in the following amounts.

Workers Compensation and Employers Liability coverage per Wisconsin State Statute with minimum limits of \$100,000/\$500,000/\$100,000 usual to the industry.

Commercial General Liability for Bodily Injury and Property Damage in forms usual to the industry, i.e., ISO or its equivalent, with combined single limits of no less than \$10,000,000. Such limits may be satisfied by primary and umbrella policies. Coverage will include Fire Legal Liability with at least \$100,000 limit, Contractual Liability and Completed Operations Coverage as well as Professional Liability and Sexual Abuse Coverage, with a minimum primary occurrence limit of \$1,000,000 and \$2,000,000 aggregate.

Lessee and/or Sublessee shall ensure and keep in force insurance amounts as may reasonably be requested in writing by Lessor and from time to time as may be required to protect the interests of Lessor. Lessor shall be included as an additional insured by endorsement for all policies of general liability, professional liability, sexual abuse coverage, and umbrella coverage and Sublessee's insurance broker shall agree to provide a thirty (30) day notice to Lessor of any material change, cancellation and non-renewal of coverage. A certificate of liability insurance shall be provided to Lessor at least annually or as requested throughout the duration of the Agreement. If requested, policy specifics in addition to a certificate will be disclosed. Coverage shall be placed with insurance company(ies) approved or licensed in the State of Wisconsin with financial ratings of A- or higher from recognized rating agencies such as

Best's Key Rating Guide. Any deviations, including use of purchasing groups, risk retention groups or the like, or, requests for waiver from any of the above requirements shall be submitted in writing to Lessor for approval prior to the commencement of any activities covered by this Agreement. At any time during the initial or subsequent terms hereof, when any improvements upon the Premises are under construction, such insurance against aforementioned conditions may be provided under the builder's risk coverage policy.

If Sublessee does not provide minimum required coverage or in the event there is no Sublessee, the Lessee shall comply with all insurance requirements in this section.

**10. Taxes and Assessments.** Lessee agrees to pay directly to the appropriate taxing authority, when due, all real and personal property taxes, assessments and or other governmental impositions, fees, charges of any and every kind and nature, levied against Lessee, the Premises or Facility during the life of the Agreement. Nothing herein contained shall prevent Lessee or Lessor from protesting the validity or amount of any levy or assessment against the Premises or from taking any action required or permitted by law from affecting a protest of same. If, according to protocol and by providing satisfactory security according to statute, Lessee makes a determination to withhold the portion of said disputed amount of taxes or assessment, Lessor shall not, during this period, foreclose on Lessee's property rights for the non- payment of said taxes or assessment. Lessor shall not, during the term(s) of this Agreement unlawfully discriminate against Lessee in the levy or assessment of any tax against Lessee, the Premises or Lessee's Facility.

**11. Condemnation and Taking.**

**(a) Total Taking.** If during any term of this Agreement the entire Premises, or other such portions of the Facility that the Lessee may deem pertinent to the operation of the Facility's business, shall become unsuitable for said business or taken by any public or quasi-public authority under power of condemnation or eminent domain, or otherwise sold to any entity under threat thereof, this Agreement shall immediately terminate as of the date of intended possession of said acquiring authority. If in the event this Agreement is terminated as such,

or if the title to the land or any Lessor utility lines or tunnels are seized, Lessor shall be entitled to receive that part or the total award or compensation payable by reason of said taking which, whether stated affirmatively in the award notice or not, is equal or attributable to the value due the Facility, notwithstanding any increment in value due to the Facility or improvements made by Lessee or, any Lessor utility line or tunnels so taken. Lessee shall be entitled to receive the balance of any award or compensation due, or payable, as a result of said taking.

- (b) Partial Taking.** If the portion of the Premises taken by any public or quasi-public authority under its power of condemnation or eminent domain (or sold under the threat thereof) shall not, in the opinion and at the sole discretion of the Lessee, render the remaining portion unsuitable for the continued use of Lessee's business activities, Lessee shall restore the remaining portion of the Premises to the condition just prior to the taking, and to the extent practicable, with any award realized as a result of said taking which would allow for the continuation of the Agreement in its full force and effect. Nothing contained herein, however, shall prevent Lessee from restoring the Premises in accordance with revised plans and specifications which are different from the original intended plans and specifications, provided that the same standard of quality of the Facility is to be maintained and not materially impaired, provided that any difference conforms to the approved specifications and plans. Lessee shall be entitled to the use of all of the proceeds, if any, attributable and payable to the partial taking in order to restore the remaining Facility as herein provided, exclusive of that portion of said proceeds, if any, attributable to the partial taking of Lessor's underground utility to which Lessor shall be paid that portion due as a result of said partial taking. If any portion of the remainder of the proceeds payable by reason of the partial taking is not expended by Lessee in connection with the restoration of the remainder of the Facility, Lessor, if title to that part of the land was taken, shall be entitled to receive out of the portion of the proceeds that amount which is equal or attributable to the value of the land taken (notwithstanding any increment in value due to the Facility restoration or improvements made by

Lessee). The balance of the award or compensation payable by reason of said taking shall be the sole property of the Lessee.

**12. Disputes.** With regards to any dispute between the parties arising out of the allocation or division of said award or negotiated sale or settlement price paid by the condemning entity, said dispute shall be referred for resolution to the Circuit Court by petition of the parties according to the provisions of Wisconsin Statutes 32.05 (7)(d) as amended.

**13. Facility Damage or Destruction.** If, at any time during the term of this Agreement, the entire Premises or Facility or such portion thereof shall be rendered unsuitable for the continued conduct of Lessee's stated business and activities shall be damaged or destroyed by fire or other unintended casualty, Lessee shall have the right to terminate this Agreement at any time within six (6) months thereafter by providing the Lessor with a thirty (30) day written notice of termination. In the event Lessee elects to terminate this Agreement because of damage or destruction, Lessee shall, at Lessor's written request, demolish and remove any and all Facility residuals from the Premises and restore, to the extent possible, the Premises upon which the Facility was operating, to the condition that existed prior to the Facility, provided that any underground utilities that have been severed, capped or abandoned need not be removed. In the event of the termination of this Agreement by Lessee, Lessor shall have no interest in or claim to any proceeds of any insurance made payable or paid to the Lessee by reason of the damage or destruction insurance payments except to the extent of damage or destruction of Lessor's underground utilities. If Lessee does not terminate the Agreement as herein provided, Lessee then shall provide, to the extent of any insurance proceeds paid or payable by reason of the damage or destruction, repair and restoration of the Facility and Premises, including Lessor's underground utilities, to the condition immediately prior to the damage or destruction or the practicable equivalent thereof. Nothing contained herein, however, shall prevent Lessee from restoring the Premises or Facility in accordance with the original plans and specifications, or reasonable modification thereof, provided that the standard of quality of construction and craftsmanship are not materially impaired thereby, and

provided that such differences, if any, conform to any approved plans and specifications. All repairs and restoration shall be commenced as soon as reasonably possible after the occurrence of the damage or destruction and the receipt of insurance payments and shall be performed in a workmanlike manner in accordance with all laws, applicable statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over the Premises, as well as the construction, existence and operation of the Facility. In the event the insurance proceeds paid or payable by reason of the damage or destruction exceeds the costs of performing the repairs or restoration as herein provided, said proceeds shall be the sole property of the Lessee. Except as expressly provided herein, damage to or destruction of the Facility shall in no event terminate this Agreement or affect, abate, or mitigate in any manner, or for any time period, the obligation of Lessee to pay the rental compensation under this Agreement.

- 14. Assignment and Subletting.** Lessee may not assign, in part or in whole, any portion of this Agreement or lease or sub-lease any part of the Premises or improvements therein, without the proper prior written approval of the Lessor, provided that mortgaging Lessee's leasehold interest pursuant to Section 4 of this Agreement does not require prior written approval of the Lessor for that purpose. (See Section 7 for permitted sub-lease and Sublessee usage and approvals.)
  
- 15. Land Lease Parking.** Lessee shall have the right to use portions of the Premises for the purpose of onsite parking to accommodate motor vehicles for visitors, staff, employees, invitees and the general public. Designated surface parking areas shall be of a hard surface material, have appropriate perimeter landscaping and utilize lighting fixtures consistent with lighting fixtures employed by the private members of the Milwaukee Regional Medical Center and the City of Wauwatosa. All plans and specifications for the development of the surface parking areas shall be subject to prior written approval of Lessor's Director of Public Works.
  
- 16. Warranty of Title/Quiet Enjoyment.** Lessor warrants that Lessor at all times shall maintain title to the Premises in fee simple free and clear of any and all liens or

other encumbrances and that the Lessor has full rights and authority to enter into this Agreement with Lessee. Lessor covenants and agrees that so long as Lessee shall duly and punctually perform and observe the terms and conditions hereof, Lessee and Sublessee shall peaceably and quietly have, hold and enjoy the Premises without any hindrance or obstruction. As noted in Section 4 (h) (6), Lessor shall at all times provide to Lessee appropriate and adequate ingress and egress to and from the Premises during the life of this Agreement.

**17. Title to Equipment and Fixtures.** Title to fixtures, equipment installed in the Facility or upon the Premises by Lessee shall remain solely owned by the Lessee up until the expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Lessee shall be entitled to remove all or any part of installed equipment, displays or any other personal property of Lessee used in connection with the operation of the Facility. Title to all personal property, fixtures, equipment, displays or other personal property not removed by Lessee at the conclusion of the Agreement shall revert to Lessor, at Lessor's option. Removal of said fixtures, equipment, displays or other personal property from the Facility or Premises by the Lessee shall be coordinated with the Lessor.

**18. Termination of Lease / Default Remedies.**

**(a) In the Event of Default by Lessee.** Any one or more of the following events shall constitute a material breach and default by Lessee warranting termination by Lessor:

- (1)** If Lessee shall fail to complete the timely construction or expansion of the Facility or any part thereof in accordance with the agreed upon plans of construction; or,
- (2)** If Lessee fails to operate the Facility in accordance with the stated purpose or abandons the operation of the Facility any time during the Agreement period; or,

- (3) If Lessee fails to pay amounts due and owing for rental compensation, fire protection or other required services or charges necessary to maintain, protect and serve the Facility or those who use the Facility services; or,
- (4) If Lessee fails to comply with any other affirmative covenants material to this Agreement which are contained herein. If the occurrence of any event that may be deemed a default, and if the default continues after the proper sixty (60) day written notice has been given to Lessee to correct said default, said default has not been cured to the satisfaction of the Lessor, Lessor may elect to terminate this Agreement in accordance with Lessor's rights to do so, re-enter the Premises or any part thereof for the purpose of repossessing and securing same, expelling and removing Lessee or any other persons that may be occupying the Premises; or,
- (5) If default is made by Lessee in the performance or observance of any substantial covenant, condition or requirement contained herein, other than those previously enumerated in the foregoing paragraphs and said default shall continue (1), for ninety (90) days after written notice thereof shall have been received by Lessee, (2) if the default is not of a type that can reasonably be corrected or cured within the ninety (90) days, or a period reasonably required for curing same, and the Lessee has not proceeded to diligently expedite the curing thereof within said period, then Lessor shall have the right to cure said default of Lessee and charge the cost of any expense or expenditure associated with curing said default to the Lessee and to proceed, claim and collect, in a court of law, the amount incurred as the debt owed to Lessor by Lessee if said amount is not paid within the ninety (90) day period as requested in writing by Lessor.

- (b) **In the Event of Default by Lessor.** If Lessor defaults in the performance or observance of a substantial covenant or condition herein and the default shall continue (1), for ninety (90) days after written notice thereof shall have been received by Lessor or, (2), if default is not of the type that can be reasonably cured or corrected within ninety (90) days, or a period of time reasonably required for curing same, then Lessee shall have the right to cure

said default of Lessor and to proceed to claim and collect in Court, if contested, the amount incurred said debt due from Lessor if the amount is not paid within ninety (90) days after written by Lessee.

**(c) Remedies.** Any right or remedy conferred upon either Lessor or Lessee under provisions of this Agreement shall not be deemed to be exclusive of any other right or remedy which may otherwise be available hereunder at law or in equity. The rights and remedies of either party shall be cumulative and may be exercised and enforced concurrently and whenever and as often as the occasion thereof may arise.

**(d) No Waiver of Rights.** Failure of Lessor or Lessee to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed to be a waiver of any subsequent breach or default in any of the terms, covenants or conditions of this Agreement.

**19. Right to Access Property.** Lessor shall have the right, upon reasonable notice and at reasonable times, to enter into and upon the Premises for the purpose of examining and inspecting whether Lessee has or is performing Lessee's covenants set forth in this Agreement; provided that entry shall be done in a manner that does not disrupt or interfere with Lessee's operations of the Premises. With respect to Lessor's utility lines, Lessor shall have the right in the case of an emergency, without prior notice and at any time, to enter upon the Premises and Facility for the purpose of examining, maintaining, repairing, replacing or removal of all or any portions thereof. It is further understood that Lessor must maintain unlimited rights to enter in order to perform all acts which the Lessor deems necessary in order to ensure the continued and uninterrupted flow of utility services to the Premises and Facility and to the various other Milwaukee Regional Medical Center buildings. In the case of such entry, acts performed thereon shall be done at Lessor's expense and risk and in such a manner as will minimize any interruption or interference with the conduct of Lessee's operations and activities.

**20. Signage.** Lessee shall be permitted to place and affix signs, in number, size, location and design, upon the exterior of the Facility and on the Premises indicating the identity of the Lessee's services therein. Size and design requirements shall be substantially the same as the uniform signage requirements of all of the geographic members of the Milwaukee Regional Medical Center and the City of Wauwatosa, and, with prior written consent of Lessor's Director of Public Works under the procedures heretofore enumerated. During any future construction or alterations to the Facility, appropriate signage may also be erected.

**21. Maintenance and Repair.** Lessee covenants and agrees that Lessee shall keep Premises and Facility in good, clean, safe, secure, hazard free and sanitary condition and as well Lessee shall perform whatever maintenance and repairs that may be necessary to comply with all statutes, laws, ordinances, rules, regulations and requirements of any governmental authority having jurisdiction over the Premises and its operation and maintain the Premises and Facility per child care and playground standards, including ADA accessibility compliance. Lessee shall also at all times keep the Premises and all of the Facilities and improvements of the Premises and all appurtenances thereto and all walkways, steps and excavations under the walkways of the Premises in the proper state of maintenance and repair and in good, clean, safe, secure and sanitary condition. Lessee shall keep all service roadways within the Premises in a clean and safe condition and shall conform to all municipal ordinances and laws affecting the Premises and will hold the Lessor free and harmless from any penalty, damages or other charges imposed as a result of any violation of any of the ordinances or laws governing same, whether occasioned by neglect of Lessee or any agent or person contracting with Lessee. Lessee shall provide adequate and appropriate containers for the temporary storage of trash and garbage. Lessee shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the Premises. The piling of boxes, cartons, drums, barrels, cans or other similar items in an unsightly or unsafe manner is strictly prohibited. Lessee shall maintain all grass areas, shrubbery and trees on the Premises which shall be trimmed and adequately maintained. Use of pesticides, herbicides, fertilizers and similar substances shall be in compliance and conformity with all local, state and federal

rules, laws and regulations. All materials, equipment, and supplies used or provided to Lessee and or Sublessee shall comply fully with all safety requirements as set forth by State of Wisconsin Administrative Code and all applicable Federal and OSHA Standards.

## **22. Nondiscrimination and Equal Employment Opportunities.**

- (a)** In the use of the Premises and contracted operations, including construction or alterations of the Facility, Lessee shall not discriminate or allow discrimination to exist in a manner, or cause the operator of the Facility to discriminate, against any person or group of persons because of their race, sex, creed, color, gender orientation, age, national origin or handicap, in the operation of the Facility and that Lessee agrees to fully comply with or cause Facility operators to comply with all applicable statutes, laws orders, regulations, ordinances or other requirements mandated by the federal government, the State of Wisconsin or any other county, municipal or public authority prohibiting such discrimination.
- (b)** In the performance of the execution of this Agreement, Lessee shall not or cause the operator of the Facility to discriminate against any employee or applicant for employment because of race, sex, creed, color, gender orientation, age, national origin or handicap, which shall include, but is not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeships. Lessee will post, in a conspicuous location, proper employment notices setting forth the provisions of employment and non-discrimination.
- (c)** Consistent with all applicable laws, Lessee agrees that Lessee will commit to and will cause the operator of the Facility to implement the principles of equal employment opportunity through an effective and lawful affirmative program, and will so certify as to same prior to the execution of this Agreement. This program shall have as its objective the increasing and meaningful utilization of minorities, women and handicapped individuals and other protected groups

who are underutilized and underrepresented in the industry. Lessee also agrees that in the event of any dispute as to compliance with the aforementioned requirements, Lessee shall be responsible for showing that Lessee has made a "good faith effort" to meet those requirements.

- (d) With regards to the construction and expansion of the Facility; Lessee, including Lessee's construction developer and professional services contractors, shall commit to achieving the Disadvantaged Business Enterprise (DBE) participation goals established by the Milwaukee County Division of Community Business Development Partners (CBDP) governed by 49 Code of Federal Regulations (CFR) 26. Lessee's construction developer shall submit to the Lessor a DBE Participation Plan to be reviewed by the CBDP office. Lessee, at Lessee's request, shall seek assistance in the identification of certified DBE firms, monitoring of the achievement, compliance and measurement of the stated objectives in meeting the DBE goals.

**23. Facility Fire Protection.** The Lessor has entered into an agreement with the City of Wauwatosa on or about December 19, 1990, whereby the City of Wauwatosa agreed to and has located a fire station on the Milwaukee County Institution grounds in close proximity to Lessee's Facility and will provide and furnish first line fire protection to the county grounds institutions thereon which include the Premises leased by Lessee, for a period of no less than sixty (60) years from that date. Under this agreement Lessor is liable for eighty five per cent (85%) of the construction costs of the fire station and responsible for fifteen (15) fire fighter positions providing service to the institution grounds with said individuals being hired by the City of Wauwatosa. By virtue of the foregoing and in benefiting the Lessee thereby, it is agreed that Lessee's contribution to Lessor's continued costs of retaining fire protection in close proximity to the leased Premises and Facility, Lessee shall pay Lessor a prorated portion of said fire protection costs. This sum will be adjusted by the percentage of increases which Lessor shall be required to pay to the City of Wauwatosa for the services of the aforementioned fifteen (15) fire fighters pursuant to the agreement with the City of Wauwatosa. Said payments are to be made by Lessee on or before January 1<sup>st</sup> of each calendar year, except payment shall be adjusted based on the expansion construction

of the Facility. Payments by Lessee shall be predicated upon the condition that the City of Wauwatosa provides the services called for under the agreement signed and dated on or about December 19, 1990. All payments shall be made payable to Milwaukee County and shall be mailed to the attention of the Department of Public Works Facilities Management Accounting Coordinator, located at 10301 West Watertown Plank Road, Milwaukee, Wisconsin 53226.

- 24. Fencing.** By reason of the planned use of the Premises and Facility being primarily geared towards child care services, Lessee shall provide adequate and secure fencing for those utilized portions of the Premises at all times so as to eliminate, reduce the risk or prevent injury to the Facility's children. Accordingly, Lessee agrees that it will, at its sole cost and expense, provide and install permanent fencing of the play area on the Premises for child care and playground standards and ADA accessibility compliance as well as construction fencing during any expansion of the Facility.
- 25. Environmental Remediation and Indemnification.** Lessee shall, to the full extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation, or detoxification arising out of (1) any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by Lessee, its contractors, subcontractors, agents or guests, and/or (2) Hazardous Materials, whose presence pre-exists the commencement of Lessee's activities, that are discovered or disturbed as a result of Lessee's activities on, at or near the Premises. The Lessee hereby agrees to indemnify, defend and hold the Lessor harmless from and against any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to cleanup, remediation or detoxification of) or any other losses caused by any such Hazardous Materials described above. Any environmental damage caused by the Lessee and or Sublessee operations is the responsibility of the Lessee even after the Agreement expiration as may be required by law. Notwithstanding the foregoing, Lessee shall not be liable for, and shall have no obligations for (including but not limited to the indemnification, repair, cleanup, remediation or detoxification of) any Hazardous Material brought on the Premises by the Lessor or any third parties, other than Lessee's contractors,

agents or guests. The Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from and against, any and all liabilities, costs, expenses (including attorney fees), damages (including but not limited to clean-up, remediation or detoxification of) or any other losses caused by any Hazardous Materials brought on the Premises by the Lessor. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under Federal, State or local statute, regulation, ordinance, order, action or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any Federal, State or local statute, regulation, ordinance, or amendments thereto.

**26. Additional Provisions and Special Requirements.**

- (a) **Notices.** Notices and demands required or pertinent to this Agreement shall be given to Lessor and as well, the Lessee at the following address:

LESSOR:

Milwaukee County Dept. of Public Works Facilities Management  
10310 W. Watertown Plank Road  
Wauwatosa, Wisconsin 53226

Or,

Milwaukee County Corporation Counsel Office  
901 N. 9<sup>th</sup> Street, Rm. 303  
Milwaukee, Wisconsin 53233

LESSEE:

C/o Matthew J. Mehring  
Premier Development Group L.L.C.  
1100 Buena Vista Ave.  
Waukesha, Wisconsin, 53188

All such notices and demands under this Agreement shall be deemed to have been given when deposited, at minimum first class mail, in the United States mail with appropriate postage and receipt of mailing.

- (b) Provisions Severable.** If any provision of this Agreement shall be finally held or declared by a court of competent jurisdiction, including any appellate court, to be invalid, illegal or unenforceable under law, the particular provision so identified shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.
- (c) Authority.** Lessor has executed this Agreement pursuant to the authority granted by Lessor's Board of Supervisors at its full Board meeting held on \_\_\_\_\_, 2011. Lessee recognizes and agrees that the undersigned representatives of the Lessor have the requisite authority and power to execute the terms and conditions contained herein
- (d) Laws of General Application.** All references contained in this Agreement to municipal and other governmental regulations are intended to apply to governmental regulations which would be generally applicable to all geographic members and shall not apply to regulations which would discriminate against Lessee, the Premises, or Lessee's Facility. In addition, during the term of this Agreement or any extensions thereof, Lessor shall not discriminate against Lessee, the Premises or Lessee's Facility. In addition, during the term of this Agreement or any extension thereof, Lessor shall not discriminate against Lessee or the Premises or Lessee's Facility in enacting any ordinance, regulation or requirement.
- (e) Benefits.** The term and conditions hereof shall inure to the benefit of the parties to be applicable to and binding upon their successors and assigns.
- (f) Purpose.** Lessor and Lessee both agree and understand that this Agreement is for the purpose of developing and maintaining child care services that are to

be utilized by employees, students who patronize the Milwaukee Regional Medical Center and, the general public.

- (g) Partnership.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the Lessor or its successors or assigns and Lessee or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Lessee is at all times acting and performing independently from Lessor, duly authorized to perform the acts required hereunder. This Agreement does not create the relationship of principal and agent, or of partnership, of joint venture, or of any other association between Lessor and Lessee and the sole relationship between Lessor and Lessee herein created is that of Lessor and Lessee.
- (h) Records and Auditing.** Pursuant to Sec. 56.30(6)(e) of the Milwaukee County Code of Ordinances, the Lessee's construction developer and professional services contractor (Contractor) shall allow the Lessor, by way of the Milwaukee County Department of Audit or any other party the Lessor may name, when and as Lessor demands, to audit, examine and make copies of records in any form or format, meaning any medium on which written, drawn, printed, spoken, visual, or electromagnetic information is recorded or preserved, regardless of physical form or characteristics which has been created or is being kept by Lessee or Contractor, including but not limited to, handwritten, typed or printed pages, maps, charts, photography, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disk files and excerpts or transcripts from any such records or other information directly relating to the matters under this Agreement and all at no cost to the Lessor. Any subcontracting by Lessee, Sublessee or Contractor in performing the duties described under this Agreement shall subject the subcontractor/Sublessee and/or their associates to the same audit terms and conditions as the Lessee or Contractor. Lessee, Sublessee, Contractor or any other subcontractor/Sublessee shall maintain and make available to the Lessor the aforementioned audit information for no less than three (3) years after the conclusion of any contract term.

**27. Title to Facility.** Upon termination of this Agreement, title to the Facility, improvements and structures existing on the Premises herein shall, at the option of Lessor, be retained and therefore vest in Lessor. Upon demand the Lessee shall execute any and all forms and documents necessary to effectuate vesting of title in Lessor free and clear of mortgages, liens or other legal encumbrances. Should Lessor elect not to retain title to the Facility, improvements and structures existing on the premises, Lessee shall restore the Premises to the condition prior to the existence of the Facility, improvements thereon, pursuant to the then current laws, code and regulations.

**28. Binding Effect.** It is agreed by the parties hereto that this Agreement shall bind the parties, their heirs, assigns, successors and future interests. This Agreement is bound by the laws of the State of Wisconsin and any dispute or claim not resolved through mediation or other informal means shall fall under the jurisdiction of the Circuit Courts of the State of Wisconsin.

**LESSOR:** Milwaukee County

By \_\_\_\_\_  
Chris Abele, Milwaukee County Executive

By \_\_\_\_\_  
Joseph Czarnecki, Milwaukee County Clerk

**LESSEE:** Premier Development Group L.L.C.

By \_\_\_\_\_  
Matthew J. Mehring

Approved for Execution

Reviewed By

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Risk Manager

STATE OF WISCONSIN )

)SS.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, the above named, Chris Abele, Milwaukee County Executive, to me known to be the person who executed the foregoing instrument on behalf of Milwaukee County with the requisite authority to do so.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

STATE OF WISCONSIN)

)SS.

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, the above named, Joseph Czarnezki, Milwaukee County Clerk, to me known to be the person who executed the foregoing instrument on behalf of Milwaukee County with the requisite authority to do so.

\_\_\_\_\_  
Notary Public, State of Wisconsin

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

STATE OF WISCONSIN )

)SS.

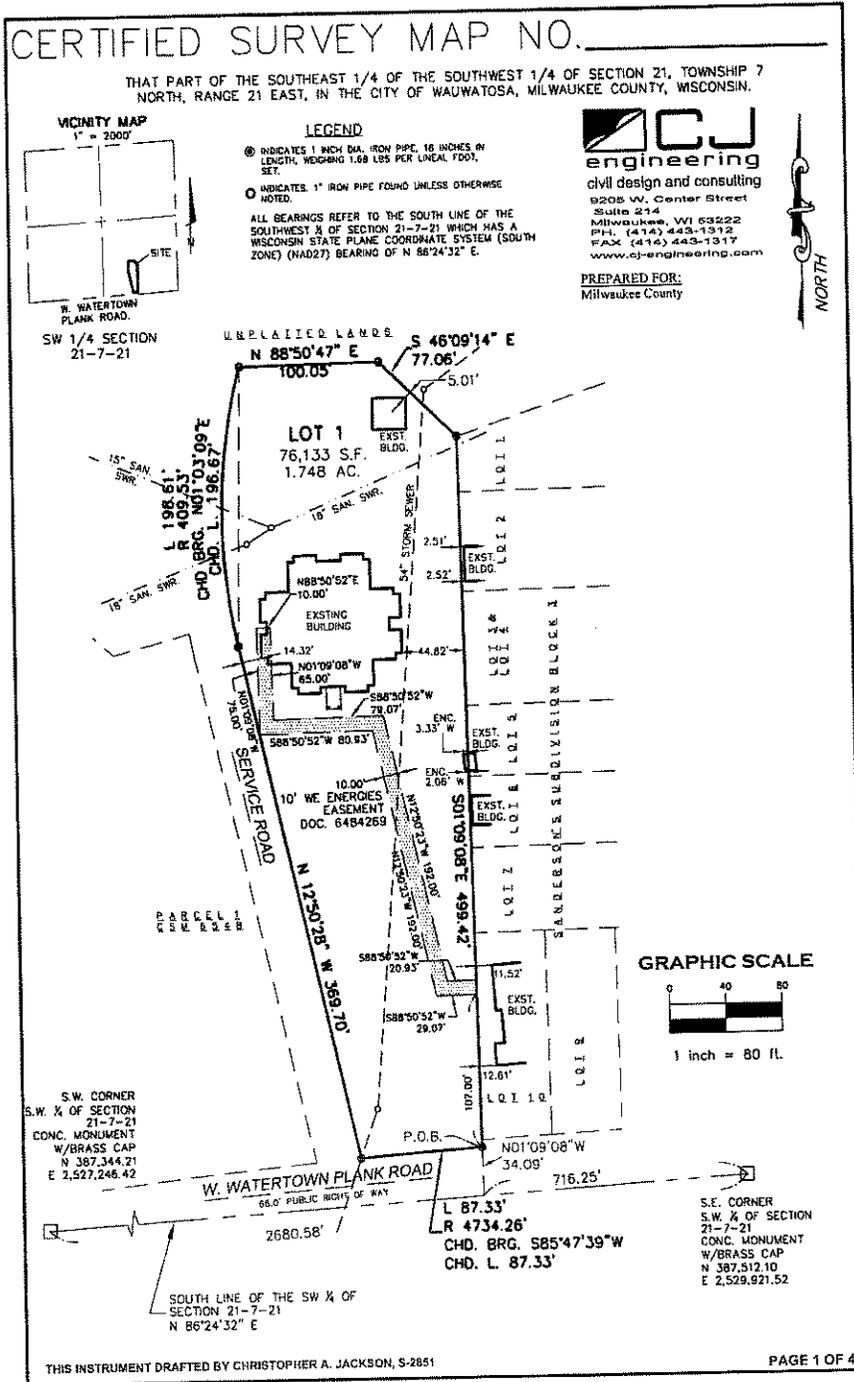
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, the above named Matthew J. Mehring, to me known to be the person who executed the foregoing instrument on behalf of Premier Development Group L.L.C. and acknowledged to same to be holder of the requisite authority to act on behalf of the corporation and have been given the authority by the corporation to act on behalf of same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

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

**EXHIBIT A**



**EXHIBIT B**

YEAR #	YEAR	ANNUAL RENTAL COMPENSATION
1	2011	\$57,092.00*
2	2012	57,662.92
3	2013	58,239.55
4	2014	58,821.94
5	2015	59,410.16
6	2016	60,004.27
7	2017	60,604.31
8	2018	61,210.35
9	2019	61,822.46
10	2020	62,440.68

\* Escalated annually 1% per year through Year 10.

(ITEM ) From Premier Development Group, LLC requesting to lease the 1.748-acre County-owned parcel of land located at 8624 W. Watertown Plank Road in the City of Wauwatosa for the continued operation of a Child Care Center by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, in 1991 Milwaukee Regional Medical Center, Inc. (“MRMC”) constructed a 13,670 square foot child daycare facility (“Facility”) on a 1.748-acre parcel of County-owned land (“subject land”) leased from Milwaukee County (“County”) pursuant to a lease effective June 12, 1990 (the “Lease”); and,

WHEREAS, the term of the Lease is fifty (50) years with an annual rent of \$1.00 for the first thirty (30) years and market rent thereafter. The Lease requires any sublease or assignment to be approved by the County; and

WHEREAS, at the January 2011 Economic and Community Development (“ECD”) committee meeting, Mr. William Hatcher, Executive Director of MRMC furnished a letter dated January 5, 2011, which noted a prospective purchaser interested in acquiring the Facility from MRMC to continue the daycare operation serving the child care needs of the MRMC members, as well as the general public; and

WHEREAS, at the May 2011 ECD committee meeting, Mr. Hatcher introduced Mr. Matthew Mehring, President of Premier Development Group, LLC (“Premier”) as the prospective purchaser of the Facility from MRMC and Premier’s interest in assuming contractual control of the underlying subject land from MRMC; and

WHEREAS, a letter, dated August 19, 2011 from Mr. Mehring, requested the opportunity for Premier to lease the subject land from the County to continue the daycare operation; and

WHEREAS, after a two-year process of Premier working with MRMC to evaluate the Facility, the child care operation and various child care organizations, MRMC and Premier agreed to Bright Horizons Family Solutions (“Bright Horizons”) as the new child care center operator in the Facility; and

WHEREAS, Mr. Mehring furnished background information demonstrating Bright Horizons is not only a leading provider of employer-sponsored child care that manages child care centers for many of the world’s leading corporations, hospitals, universities and government agencies, but also practices a fundamental commitment to diversity and strives to create a culture that values and represents many backgrounds and experiences; and

WHEREAS, per City of Wauwatosa requirements, Premier obtained the required land division of the subject land by means of the a certified survey map and Bright Horizons was

46 granted a conditional use permit for a child care operation on the subject land from the City; and  
47

48 WHEREAS, in response to Mr. Mehring’s request for Premier to lease the subject land  
49 and with the assistance of Corporation Counsel, Attorney Roy Evans, on behalf of the County  
50 and County Risk Management a market rate land lease was negotiated with Premier with lease  
51 terms and conditions paraphrased as follows:  
52

53 **Leased Premises:**

54  
55 A 1.748-acre County-owned subject land located at 8624 W. Watertown Plank Road in  
56 the City of Wauwatosa (“Premises”).  
57

58 **Use of Premises:**

59  
60 A a child care center for daycare and afterschool program to serve the employees, faculty  
61 and students of the MRMC and the general public. No assignment or sublease of the  
62 Premises or improvements without County approval. Nondiscrimination Equal  
63 Employment Opportunities in the use of the Premises, contracted operations, including  
64 construction or alterations of the Facility.  
65

66 **Lease Term:**

67  
68 Fifty (50) years, comprising an initial term of thirty (30) years, with two additional ten  
69 (10) year extensions.  
70

71  
72 **Lease Rental:**

73  
74 First year rental equal to the appraised fair market rental of \$57,092, with each  
75 subsequent annual year rental escalating 1% through year ten. For the life of the lease, a  
76 new appraisal will be obtained (cost shared equally by lessor and lessee) every ten years  
77 and the 1% annual rent escalators will be applied.  
78

79 **Building Additions & Expansions:**

80  
81 Permitted with the approval of plans and specifications by County DTPW and any other  
82 such approvals by the City of Wauwatosa.  
83

- 84
- 85 • Two (2) year completion from commencement.
  - 86 • Satisfactory evidence to County of sufficient funds to complete the construction.
  - 87 • Prevailing wage to comply with Wisconsin Prevailing Wage Laws and commitment  
88 to achieving the Disadvantaged Business Enterprise (“DBE”) participation goals  
89 established by the Milwaukee County Division of Community Business Development  
90 Partners (“CBDP”), with a DBE plan reviewed by the CBDP office.
  - Title to buildings, improvements and structures existing on the Premises upon lease

91 termination shall, at the option of the County, be retained by the County. Should the  
92 County elect not to retain title, lessee to restore the Premises to pre-improved  
93 condition, pursuant to the applicable laws, codes and regulations.  
94

95 **Utility Lines & Service:**  
96

- 97 • Available County services as provided to MRMC members.
- 98 • Hook-up with DTPW approval with access rights to Premises by DTPW.
- 99 • All costs/expenses of service and hook-up borne by lessee.
- 100 • Lessee to contribute pro rata share to County Grounds Storm Water Fund, Fire  
101 Protection and County Cost Sharing Ordinance (Chapter 98) for applicable common  
102 and shared amenities with MRMC members.  
103

104 **Indemnification/Environmental & Insurance:**  
105

- 106 • County indemnified against any and all liability resulting from damage, property loss,  
107 personal injury or death on the Premises and the Facility.
- 108 • Hazard, General/Commercial/Public Liability, Property Damage, Worker  
109 Compensation/ Employers Liability coverage in amounts and form satisfactory to  
110 County Corporation Counsel and County Risk Management.

111 ; and  
112

113 WHEREAS, the Committee on Economic and Community Development at their meeting  
114 on September 19, 2011, recommended the following:  
115

- 116 • Approval and execution of the land lease with Premier Development Group, LLC  
117 for the 1.748-acre County-owned parcel located at 8624 W. Watertown Plank  
118 Road in the City of Wauwatosa.
- 119 • Approval of the assignment/transfer of the Facility from MRMC to Premier  
120 Development Group, LLC, which is necessary per the existing Lease, dated June  
121 12, 1990.
- 122 • Execution of the certified survey map for the 1.748-acre parcel.
- 123 • Execution of a mutual release/termination of the existing Lease, dated June 12,  
124 1990 between MRMC and the County.

125 ; now, therefore,  
126

127 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby adopts the  
128 following:

- 129 • Approval and execution of the land lease with Premier Development Group, LLC  
130 for the 1.748-acre County-owned parcel located at 8624 W. Watertown Plank  
131 Road in the City of Wauwatosa.
- 132 • Approval of the assignment/transfer of the Facility from MRMC to Premier  
133 Development Group, LLC, which is necessary per the existing Lease, dated June  
134 12, 1990.
- 135 • Execution of the certified survey map for the 1.748-acre parcel.

136  
137  
138  
139  
140  
141  
142

- Execution of a mutual release/termination of the existing Lease, dated June 12, 1990 between MRMC and the County.

BE IT FURTHER RESOLVED, the County Executive and County Clerk are hereby authorized, after approval of Corporation Counsel, to execute the land lease, the certified survey map, mutual release/termination and/or any other instrument or document that may be necessary to effectuate the authorization granted above.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** September 2, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From Premier Development Group, LLC requesting to lease the 1.748-acre County-owned parcel of land located at 8624 W. Watertown Plank Road in the City of Wauwatosa for the continued operation of a Child Care Center.

**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<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input 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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue	9,515	57,187
	Net Cost		
<b>Capital Improvement Budget</b>	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.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The land lease rental for the first year is the appraised fair market rental of \$57,092 (approx. \$4,757.67/mo) and each subsequent year the annual rental will escalate 1% through year ten (10) at which time a new appraisal will be obtained . An appraisal will be obtained every ten years and the 1% annual escalators will be applied during the life of the lease.

For year 2011, assuming the lease commences November 1, 2011, DTPW operating revenue (Account 5739 3603) will increase by approximately \$9,515.34 (\$4,757.67/mo x 2 months).

For year 2012 operating revenue (Account 5739 3603) will be approx. \$57,187.18 as follows:  
\$4,757.67/mo x 10 months (Jan-Oct) = \$47,576.70  
\$4,805.24/mo x 2 months (Nov-Dec)=\$ 9,610.48

---

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

Department/Prepared By Craig C. Dillmann

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

Did DAS-Fiscal Staff Review?  Yes  No

**County of Milwaukee  
Community Business Development Partners (CBDP)  
Inter Office Communication**

DATE: August 30, 2011

TO: Lee Holloway, Chairman  
Milwaukee County Board of Supervisors  
Michael Mayo, Sr., Chairman  
Transportation, Public Works & Transit Committee  
Lynne De Bruin, Chair  
Economic & Community Development Committee

FROM: Freida Webb, Director  
Community Business Development Partners (CBDP)

Subject: FFY 2012 – 2014 Disadvantaged Business Enterprise (DBE) Goals  
Federal Transportation Administration (FTA)

Whereas the United States Department of Transportation requires all recipients of federal US DOT dollars to submit their disadvantaged business enterprise (DBE) goals. Whereas previously the DBE goals were submitted annually as of February 2010, a final rule change was issued per 49 CFR Part 26 requiring recipients to submit such overall FTA DBE goals every three (3) years rather than annually per their guidelines.

In accordance with the new reporting guidelines this document is submitted for your review and approval thereafter we will forward to the US DOT FTA.

This has been prepared by legal consultant Jaya Sharma, Mark Phillips, Freida Webb and CBDP Staff.

*Freida Webb*

---

Freida Webb, Director  
Community Business Development Partners

**2010 -13 Goals DBE FTA Co Bd**

(Journal, September 2011)

(ITEM NO.) From the Director, Community Business Development Partners, requesting authorization to submit the FFY 2012 - 2014 USDOT Disadvantaged Business Enterprise (DBE) Goals, by recommending adoption of the following:

### **A RESOLUTION**

WHEREAS, the United States Department of Transportation (USDOT) requires all recipients of federal USDOT dollars to submit by August 1 of each reporting year their goals for disadvantaged business enterprise (DBE) participation in federally-funded USDOT projects for the following three (3) year federal fiscal period; and

WHEREAS, the goals must be calculated in accordance with a methodology prescribed in 49 CFR Part 26; and

WHEREAS, following goal setting methodology prescribed in 49 CFR 26, the Community Business Development Partners Office (CBDP) formulated DBE goals for anticipated USDOT assisted projects for Federal Fiscal Years 2012 –2014; and

WHEREAS, the CBDP has published the goals for a 45-day public comment period in accordance with federal regulations; and

WHEREAS, the report with the DBE Goals for FFY 2012 - 2014 must be reviewed by the County Board prior to submittal to USDOT;

WHEREAS, the goals are as follows:

#### FTA Transit:

- Construction: 35.52%, to be achieved with 32.29% race-conscious efforts and 3.23% race-neutral efforts;
- Professional Services: 35.31 %, to be achieved with 28.06% race-conscious efforts and 7.25% race-neutral efforts;
- Procurement: 3.92%, to be achieved with 3.92% race-conscious efforts and 0.00% race-neutral efforts;
- Other Services (Paratransit): 10.00%, to be achieved with 8.9% race-conscious efforts and 1.11% race- neutral efforts;
- Overall FTA goal: 11.52%, to be achieved with 10.68% race-conscious efforts and 1.14% race-neutral efforts;

Now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby authorizes and directs the Community Business Development Partners to submit the annual DBE goals for USDOT Assisted Projects, to the Federal Transit Administration (FTA) for anticipated contracts in FFY 2012 - 2014.

**FISCAL NOTE:** Adoption of this resolution will not require an expenditure of funds (see attachment).

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** August 30, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Resolution by the County Board of Supervisors authorizing Community Business Development Partners (CBDP) to submit Disadvantaged Business Enterprise (DBE) Goals for United States Department of Transportation (USDOT) assisted projects to the Federal Transit Administration (FTA) for anticipated contracts in FFY 2012 - 2014.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	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.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The submission of DBE Goals by CBDP to the USDOT Operating Administration, in this case the FTA, from whom funds are received is a requirement of all recipients, per 49 CFR 26.3 and 26.45. This resolution will ensure that Milwaukee County maintains compliance with Federal regulations and continues to receive USDOT funding for its transit operations, administration and capital development projects.

B. There are no direct costs related to these DBE Goals being submitted to FTA.

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

Department/Prepared By Freida Webb

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

Did DAS-Fiscal Staff Review?        Yes        No

**2012-2014  
DISADVANTAGED BUSINESS ENTERPRISE  
PROGRAM GOALS  
FOR  
MILWAUKEE COUNTY  
JULY 27, 2011**

**SUBMITTED TO:  
U.S. DEPARTMENT TRANSPORTATION  
REGION V,  
TRANSIT ADMINISTRATION  
CHICAGO, IL 60606**

**2012-2014**

**DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) PROGRAM GOALS  
FOR  
MILWAUKEE COUNTY  
JULY 27, 2011**

**INDEX**

- I) Introduction**
- II) Process for Setting Goals**
- III) Methodology for Determining FFY 2012-2014 Goals**
- IV) Methodology for Race-Neutral and Race-Conscious Components**

**APPENDIXES**

- A) DBE Advisory Task Force Directory**
- B) Stakeholders Invited to Public Meeting**
- C) 10 Year DBE Commitment Achievement for FTA Assisted Projects**

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## INTRODUCTION

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This report describes the methodology and the process used by Milwaukee County to formulate its 3-year Federal Fiscal Years (FFY) 2012-2014 goals for FTA federally assisted projects. It also describes the efforts of the County to comply with the goal setting provisions contained in 49 CFR Part 26.

This report contains goals for FTA funded projects based upon anticipated revenues not yet approved by the Milwaukee County Board. In previous years the FTA required their recipients to submit annual goals. A USDOT rule change now requires FTA recipients to submit 3-year goals. The Board approves its annual budget in November of each year and the County budget for 2012 will be approved in November 2011, which is two months into FFY 2012. This scenario will be repeated in 2012 and 2013, therefore there is a possibility that some projects included in this report may not be undertaken if the County Board does not provide approval.

Based upon the projects eventually approved by the County Board, Milwaukee County may submit revised annual DBE goals to reflect the actual projects that will be undertaken by Milwaukee County Transit.

Please note the overall goal calculations have been weighted among the four broad areas of Construction, Professional Services, Other Services (Paratransit) and Procurement in order to reach the final overall goal percentage as detailed within this report.

**SECTION I**

**FEDERAL FISCAL YEARS 2012-2014 DBE PROGRAM GOALS**

**OVERALL GOALS FOR FTA ASSISTED PROJECTS**

The following tables display the DBE goals for FFY 2012-2014 and show the race-neutral and race-conscious components of the overall goal for FTA assisted projects.

**TABLE 1a**

**ANNUAL OVERALL DBE GOALS FOR FFY 2012-2014**

<b>TYPE OF PROJECTS</b>	<b>RACE-NEUTRAL GOAL</b>	<b>RACE-CONSCIOUS GOAL</b>	<b>OVERALL GOAL</b>
<b>Construction</b>	<b>3.23%</b> \$5,261,000x.0323=\$169,930	<b>32.29%</b> \$5,261,000x.3229=\$1,698,776	<b>35.52%</b> \$5,261,000x.3552=\$1,868,706
<b>Professional Services</b>	<b>7.25%</b> 643,940x.0725=\$46,685	<b>28.06 %</b> \$643,940x.2806=\$180,689	<b>35.31%</b> \$643,940x.3531=\$227,374
<b>Other Services (Paratransit)</b>	<b>1.11%</b> \$32,000,000x0111=\$355,200	<b>8.89%</b> \$32,000,000x 0889=\$2,844,800	<b>10.00%</b> \$32,000,000x.10=\$3,200,000
<b>Procurement</b>	<b>0.00%</b> \$12,167,000x0=0%	<b>3.92%</b> \$12,167,000x.0392=\$476,946	<b>3.92%</b> \$12,167,000x.0392=\$476,946
<b>Totals</b>	<b>1.14%</b> $\frac{\$571,815}{\$50,071,940} = 1.14\%$	<b>10.38%</b> $\frac{\$5,201,211}{\$50,071,940} = 10.38\%$	<b>11.52%</b> $\frac{\$5,773,026}{\$50,071,940} = 11.52\%$

**TABLE 1b**

**ANTICIPATED FFY 2012-2014 FEDERAL EXPENDITURES FOR FTA ASSISTED PROJECTS**

<b>FFY</b>	<b>Construction</b>	<b>Professional Services</b>	<b>Other Services (Paratransit)</b>	<b>Procurement</b>	<b>Total Contractible Dollars</b>
<b>2012</b>	<b>\$600,000</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,772,000</b>	<b>\$5,372,000</b>
<b>2013</b>	<b>\$3,136,000</b>	<b>\$323,940</b>	<b>\$16,000,000</b>	<b>\$3,635,000</b>	<b>\$23,094,940</b>
<b>2014</b>	<b>\$1,525,000</b>	<b>\$320,000</b>	<b>\$16,000,000</b>	<b>\$3,760,000</b>	<b>\$21,605,000</b>
<b>TOTAL</b>	<b>\$5,261,000</b>	<b>\$643,940</b>	<b>\$32,000,000</b>	<b>\$12,167,000</b>	<b>\$50,071,940</b>

**Note: Milwaukee County anticipates expending \$ 50,071,940 on FTA assisted projects for FFY 2012-2014. Of this total \$5,261,000 will be expended on construction projects; \$643,940 will be spent on professional services related to construction; \$32,000,000 will be expended on paratransit services and \$12,167, 000 will be available for procurement projects**

**OVERALL GOALS**

**THE OVERALL FTA GOAL FOR MILWAUKEE COUNTY FOR FFY 2012-2014 IS AS FOLLOWS**

Milwaukee anticipates receiving **\$50,071,940** Federal financial assistance from FTA. Of this amount **\$5,773,026** will be expended with DBE firms for FFY 2012-2014.

Given the amount of USDOT-assisted contracts Milwaukee County expects to let during the period, **\$50,071,940**, Milwaukee County has set a goal of expending **11.52%** with DBE firms during these fiscal years.

In accordance with Section 26.43, Milwaukee County will not use quotas or set asides to meet the overall goals.

Pursuant to Section 26.45, the overall goals are based upon the availability of ready, willing and able DBE firms in the local market area. The local market area for

Milwaukee County consists of nine Counties in the Southeastern region of Wisconsin.<sup>1</sup> Milwaukee County expends approximately 90% of its contracting dollars in this region. DBE and non-DBE firms located in the bidders list were used to calculate the baseline availability figure in the Step 1 goal setting process.

In compliance with Section 26.51(a), Milwaukee County will meet the maximum feasible portion of the overall goals through race-neutral means of facilitating DBE participation. Currently, the County uses the following race-neutral approaches in ensuring DBE participation: (a) encouraging prime contractors to subcontract portions of their work which they might otherwise perform with their own forces; (b) providing assistance to prime contractors in contacting prospective DBE firms; (c) carrying out education and training programs on certification and contracting procedures; (d) conducting communication programs that use postal and electronic mailings in conjunction with public notices to inform DBEs and other small business enterprises about specific contracting opportunities; and (e) ensuring the distribution of the DBE Directory to all pre-qualified prime contractors.

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<sup>1</sup> The nine Counties are: Dane, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Walworth, Waukesha, and Washington.

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## SECTION II

### PROCESS FOR GOAL SETTING

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The County, in keeping with past precedent, used the methodology developed with the input of area stakeholder groups. In 1999, the County had established a DBE Advisory Task Force<sup>2</sup> to recommend to the County a goal setting methodology in accordance with 49 CFR Part 26.

By June 2000, the Task Force, with assistance from the County's Disadvantaged Business Development Division, completed the selection and development of a goal setting formula in accordance with 49 CFR Part 26 provisions.

In June 2011, the County's Disadvantaged Business Development Division used the two step approved goal setting methodology contained in 49 CFR Part 26 and formulated a preliminary 3-year goal for FTA assisted projects. The County had a preliminary meeting with various stakeholder groups<sup>3</sup> to apprise them of the goal setting methodology and to give the group the opportunity to provide input to the goal setting process. This DBE goal report is a result of that meeting with the stakeholder groups. Copies of the goals were presented to the stakeholder groups for comment and to give them an opportunity to provide input to the County on the preliminary DBE goals.

The County has a 45-day comment period, during which any comments received by the Office of Community Business Development Partners will be reviewed. Input received will be taken into account in the goal setting process, and changes will be made to the overall goal, if warranted. Therefore our final DBE goals will represent the input from stakeholder groups during the preliminary meetings held with them. The County has made every attempt to be inclusive and has solicited the input from diverse groups within DBE, as well as non-DBE, communities.

An explanation and the rationale used for developing the goals appear in the following sections. Before establishing the overall annual goal, Milwaukee County also consulted with various organizations to obtain and assess information concerning the availability of DBE and non-DBE firms, the effects of discrimination on opportunities for DBEs, and Milwaukee County's efforts at establishing a level playing field for the participation of DBEs. Consultation included but was not limited to the following organizations, listed alphabetically:

- African American Chamber of Commerce

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<sup>2</sup> Please refer to Appendix A for the DBE Advisory Task Force Directory

<sup>3</sup> Please refer to Appendix B for the list of the stakeholder groups invited to the meeting.

- American Indian Chamber of Commerce
- Associated General Contractors of Greater Milwaukee
- Hispanic Chamber of Commerce
- Milwaukee Building and Construction Trade Council
- Milwaukee Urban League
- NAACP - Milwaukee Branch
- National Association of Minority Contractors
- Wisconsin Association of Consulting Engineers
- Wisconsin Black Chamber of Commerce
- Wisconsin Society of Architects
- Wisconsin Transportation Builders Association
- Wisconsin Women's Business Initiative Corporation
- Wisconsin Women Entrepreneurs Inc.

Milwaukee County will begin using the overall 3-year goals on October 1, 2011.

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### SECTION III

#### METHODOLOGY USED FOR DETERMINING FFY 2012-2014 GOALS

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Milwaukee County adopted the two-step goal setting methodology as outlined in 49 CFR Part 26 Section 26.45. This methodology was discussed with the DBE Advisory Task Force in April 2000, with consensus being obtained by the County through the numerous meetings held with the Task Force that followed. In the initial development of its goal setting methodology and databases, the County also sought assistance from the following industry organizations to provide names of firms that may have been excluded from the County's marketplace lists and databases:

- African American Chamber of Commerce
- American Indian Chamber of Commerce
- Associated General Contractors of Greater Milwaukee
- Hispanic Chamber of Commerce
- Milwaukee Building and Construction Trade Council
- Milwaukee Urban League
- NAACP - Milwaukee Branch
- National Association of Minority Contractors
- Wisconsin Association of Consulting Engineers
- Wisconsin Black Chamber of Commerce
- Wisconsin Society of Architects
- Wisconsin Transportation Builders Association
- Wisconsin Women's Business Initiative Corporation
- Wisconsin Women Entrepreneurs Inc.

The County continues to use this methodology created with stakeholder consensus.

#### STEP 1: DETERMINING THE BASE FIGURE FOR THE OVERALL GOAL

In accordance with the provisions contained in Section 26.45, Milwaukee County used the best evidence available to determine the number of ready, willing and able DBE and non-DBE firms.

During 1999 and 2000, the DBE Advisory Task Force and the stakeholder groups considered various data sources for determining the base figure besides the County's databases. As explained on pages 5 and 6, Milwaukee County had extensive public participation. The Task Force explored the feasibility of using US Census Bureau data. Census data was observed and evaluated. It was the general consensus of the DBE Advisory Task Force members that using the US Census Bureau recorded data on SIC

Codes at the two-digit level would greatly distort the number of DBE firms who would actually be ready, willing and able to perform work on County projects. The Task Force was also of the opinion that inclusion of all firms, DBE and non-DBE, at the two-digit level would not yield a narrowly tailored numerator or denominator. Instead, it was agreed upon that a more accurate and realistic approach would be to use the County's own databases since they contained data on DBE and non-DBE firms at the four-digit SIC Code level. This, it was agreed upon, would provide a more accurate number of firms available to perform on County projects. The County has since converted the SIC Codes to reflect the new requirement of using North American Industry Classification System (NAICS) Codes for certifying DBE firms.

This agreed upon methodology was utilized to set FFY 2012-2014 DBE goals. After review of the County's comprehensive lists no additional names of firms have been provided by any of these organizations. The County is in communication with these groups on an on-going basis, and will update its databases if new firms are created or become known. This will cause the goal to be adjusted as changes occur. The County has been using this approved and agreed upon goal setting methodology to set its annual goals.

Due to the fact that Milwaukee County did not have a single centralized repository for data on DBE participation and all County procurement activities, the Office of Community Business Development Partners relies both on manual records and computerized data to determine the baseline figure. The County has a computerized database on all certified DBE firms and has a bidders list consisting of pre-qualified prime contractors and sub contractors who have (1) worked on Milwaukee County projects, (2) have quoted on Milwaukee County projects, or (3) have contacted the County and expressed an interest in performing on Milwaukee County projects. The County used these sources of data to obtain the numerator and denominator for the goal setting formula.

#### **IDENTIFICATION OF PROJECTS FOR FFY 2012-2014**

The County first identified the anticipated FTA assisted projects slated for FFY 2012-2014 to determine (1) the type of projects where DBE participation was possible; and (2) the number of DBE and non-DBE firms available in the relevant NAICS Codes for inclusion in the baseline formula. The County's anticipated spending for FFY 2012-2014 is shown in Table 2 on page 9.

**TABLE 2**  
**ANTICIPATED FTA EXPENDITURES FOR FFY 2012-2014**

<b>FFY</b>	<b>Construction</b>	<b>Professional Services</b>	<b>Other Services (Paratransit)</b>	<b>Procurement</b>	<b>Total Contractible Dollars</b>
<b>2012</b>	<b>\$600,000</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,772,000</b>	<b>\$5,372,000</b>
<b>2013</b>	<b>\$3,136,000</b>	<b>\$323,940</b>	<b>\$16,000,000</b>	<b>\$3,635,000</b>	<b>\$23,094,940</b>
<b>2014</b>	<b>\$1,525,000</b>	<b>\$320,000</b>	<b>\$16,000,000</b>	<b>\$3,760,000</b>	<b>\$21,605,000</b>
<b>TOTAL</b>	<b>\$5,261,000</b>	<b>\$643,940</b>	<b>\$32,000,000</b>	<b>\$12,167,000</b>	<b>\$50,071,940</b>

**SELECTION OF RELEVANT NAICS CODES**

The selection of relevant NAICS Codes for FFY 2012-2014 was based upon the anticipated projects proposed for design and construction projects. Table 3a on page 10 displays the projects anticipated for the 3-year period. Actual projects undertaken will depend on final approval by the County Board.

**TABLE 3a**  
**ANTICIPATED FTA PROJECTS FOR 2012- 2014**

	<b>CONSTRUCTION PROJECTS</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
1	Replace Bus Vacuum System – KK		\$650,000	
2	Replace Bus Wash System – KK		\$400,000	
3	Replace HVAC – KK		\$480,000	
4	Replace Bus Vacuum System – FBZ		\$250,000	
5	Replace Bus Wash System – FBZ		\$200,000	
6	Repair Façade Masonry and Parapet – FBZ		\$159,000	
7	Replace Fire Alarm System – FDL		\$175,000	
8	Replace Facade and Foundation – FDL		\$222,000	
9	Replace Bus Wash System – FDL			\$600,000
10	Repair Steel Column in Bus Storage Building – FDL			\$100,000
11	Upgrade Lighting Administration Building			\$125,000
12	Update network cabling Administration Building			\$100,000
13	Maintenance/Service Contracts	\$600,000	\$600,000	\$600,000
	<b>TOTAL CONSTRUCTION PROJECTS</b>	<b>\$600,000</b>	<b>\$3,136,000</b>	<b>\$1,525,000</b>
	<b>PROFESSIONAL SERVICE PROJECTS</b>			
1	Professional Services Related to Construction		\$323,940	\$320,000
	<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$323,490</b>	<b>\$320,000</b>
	<b>OTHER SERVICES</b>			
1	Paratransit Contract		\$16,000,000	\$16,000,000
	<b>TOTAL OTHER SERVICES</b>		<b>\$16,000,000</b>	<b>\$16,000,000</b>
	<b>PROCUREMENT PROJECTS</b>			
1	Upgrade HASTUS Payroll System	\$770,000		
2	Enhance upgrade voice/data system	\$75,000	\$75,000	\$75,000
3	Replace routers, PCs, tape library	\$170,000	\$50,000	\$25,000
4	Replace Desktop phones			\$50,000
5	Purchase Cutter	\$90,000		
6	Purchase Line Printer	\$37,000		
7	Bus Roof Access Scaffolding	\$75,000		
8	Replace Salt Plow	\$130,000		
9	Install Bus Shelters (15)	\$100,000	\$110,000	\$110,000
10	Bus Parts Maintenance	\$3,400,000	\$3,400,000	\$3,400,000
	<b>TOTAL PROCUREMENT PROJECTS</b>	<b>\$4,772,000</b>	<b>\$3,635,000</b>	<b>\$3,760,000</b>
	<b>TOTAL ALL PROJECTS</b>	<b>\$5,372,000</b>	<b>\$23,094,940</b>	<b>\$21,605,000</b>

After identification of the projects, the relevant NAICS Codes were selected for determining the number of ready, willing and able firms to be counted in the baseline calculation.

**TABLE 3b**

**RELEVANT NAICS CODES FOR FTA ASSISTED PROJECTS**

<b>TYPE OF PROJECT</b>	<b>NAICS CODES</b>	<b>DESCRIPTION</b>
<b>CONSTRUCTION PROJECTS</b>		
	238110	Concrete Contractors, Foundation/Structure
	238120	Steel Contractors
	238160	Roofing Contractors
	238210	Electrical Contractors
	238220	Plumbing and HVAC Contractors
	238290	Other Building Contractors
	238310	Insulation Contractor
	238320	Painting Contractor
	238910	Site Preparation and Demolition
	327320	Ready mix concrete
	423730	HVAC Merchant Wholesalers
	561730	Landscaping
<b>OTHER SERVICES</b>		
	485991	Special Needs Transportation (Paratransit)
<b>PROFESSIONAL SERVICES</b>		
	541310	Architectural Services
	541330	Architectural and Engineering Services
	541512	IT Consulting Services
	562190	Asbestos Remediation
<b>PROCUREMENT PROJECTS</b>		
	236220	Bus Shelter
	333293	Printing machines
	336399	Motor Vehicle Parts Manufacturer
	423120	Motor Vehicle Parts Supplier
	423420	Wholesale office equipment
	423430	Computer Equipment
	423690	Other electronic parts
	423810	Scaffolding Wholesalers
	441229	Motor Vehicle Dealer
	561621	Fire Alarm Equipment

### DATA SOURCES

The County used its DBE Directory, a Unified Certification Program (UCP) Directory, which contains a listing of all currently certified DBE firms with a description of the NAICS Codes in which they are qualified to perform. The County expends approximately 90% of its contracting dollars within the aforementioned nine (9) county region of Southeastern Wisconsin.

To obtain the number of non-DBE firms the County used its bidders list which contains a listing of all prime contractors who are pre-qualified to perform work on County projects and subcontractors who have (1) performed work on County projects, (2) have quoted on Milwaukee County projects but were unsuccessful, and (3) those that have expressed an interest in doing County work. In addition, for FTA projects, the County used the Department of Public Work's listing of all contractors and consultants who received monies for work performed on non-federal and federally funded County projects. Listings maintained by the Office of Community Business Development Partners were also utilized for determining the number of firms eligible for inclusion on FTA assisted projects.

### SELECTION OF READY, WILLING AND ABLE DBE AND NON-DBE FIRMS

The County defined ready, willing and able DBE firms as those firms currently certified in the UCP Directory. Ready, willing and able non-DBE firms were defined as those contractors, suppliers and consultants who are (1) pre-qualified with the County, (2) have performed work on County projects in the past three years, or (3) have sought work on County projects. Based upon the data sources described above, only those firms meeting the screening criteria described above were selected for inclusion in the baseline formula.

### CALCULATION OF STEP 1 BASE FIGURE

The following formula was used to calculate the baseline figure/goal:

$$\frac{\text{Number of DBE firms in relevant NAICS Codes}}{\text{Number of DBE + Non-DBE firms in relevant NAICS Codes}} = \text{Baseline figure/goal}$$

The results of application of this formula described above are displayed in Table 4 below.

**TABLE 4**  
**CALCULATION OF BASELINE GOAL FOR FTA ASSISTED PROJECTS**

<b>Firms</b>	<b>Construction</b>	<b>Professional Services</b>	<b>Other Services</b>	<b>Procurement</b>	<b>Aggregate Totals</b>
<b>DBE FIRMS</b>	286	89	10	11	396
<b>NON-DBE FIRMS</b>	197	81	26	220	518
<b>ALL FIRMS</b>	483	170	36	231	914
<b>Goals =</b> # of DBEs ----- # of ALL FIRMS	286 ----- = 59.21 % 483	89 ----- = 52.35% 170	10 ----- = 27.77% 36	11 ----- = 4.76% 231	396 ----- = 43.32% 914

Only those DBE firms that met 49 CFR Part 26 eligibility standards were included in the baseline figure.

**STEP 2 ADJUSTMENT**

To adjust the baseline goal the County considered the following adjustment factors:

- DBE capacity as measured by the DBE performance and achievement for the past ten years.
- Past and present anecdotal information on discrimination
- Statistical disparities in lending practices and business formation

The effects of these adjustment factors will result in either a decrease or increase to the baseline goal, and provide a final goal. This translates into the following formula:

$$\frac{\text{\# DBE firms}}{\text{\# DBE firms} + \text{\# all non-DBE firms}} = \text{Baseline Goal} \pm \text{Adjustment Factor(s)} = \text{Adjusted Goal \%}$$

Application of the adjustments to the baseline goal yielded the results displayed in Table 5a below.

**TABLE 5a**

**ADJUSTMENT OF BASELINE GOAL FOR FTA ASSISTED PROJECTS**

	<b>Construction</b>	<b>Professional Services</b>	<b>Other Services</b>	<b>Procurement</b>	<b>Overall Goal</b>
1. Enter Step #1 Goals targeted for DBEs	59.21%	52.35 %	27.77%	4.76%	43.32%
2. Anecdotal Information on Discrimination	Due to the lack of a disparity study and the difficulty of assigning a numerical value to the effects of discrimination this factor was not used to adjust the final goal.				
3. Statistical Disparities	Information presented by the University of Wisconsin – Milwaukee on the rate of minority and women business formation was considered but not incorporated into the adjustment of the final goals due to the difficulty of assigning a numerical value.				
4. DBE Capacity and Local Market Conditions	DBE capacity as indicated by the last 10 years <sup>4</sup> of DBE participation was a significant adjustment factor in obtaining the final goal. Only three years of data is available for transit projects				
➤ <b>Adjusted Total as Percentages</b>	<b>35.52%</b>	<b>35.31%</b>	<b>10.00%</b>	<b>3.92%</b>	<b>11.52%</b>

**ADJUSTMENTS FOR FTA PROJECTS BASED UPON DBE CAPACITY AS MEASURED BY PAST ACHIEVEMENTS**

The County reviewed DBE achievements for FFY 2001-2010 to obtain the median. The median was then added to the Step 1 baseline goal, and then averaged. This result was used as the final adjusted goal. Applying this formula we get a median of 19.84% for Construction. The Step 1 goal was 59.21%. Adding the two figures we get 79.05%. The average of this figure is 39.52 %. Based upon the nature of the contracts, the number of DBE firms available, and the past DBE Achievements, the goal was adjusted downwards to 35.52%. For Professional Services projects, the Step 1 goal of 52.35% is high given the nature of the type of contracts expected to be let during this 3-year period. The median for professional service contracts is 18.28%. Adding this to the Step 1 goal of 52.35%, we get 70.63%. The average of this figure is 35.31%. Therefore, the final adjusted goal for professional services is 35.31%. Upon reviewing the Paratransit projects anticipated for 2012-2014, we find that Milwaukee County will be soliciting a multi-year paratransit contract. Milwaukee County has had few paratransit contracts, and for this reason there is limited historical data upon which to rely for past DBE achievements. The paratransit contract will provide opportunities for DBE participation, and based upon

<sup>4</sup> See Appendix C (10 year DBE achievements)

DBE achievements on the paratransit project we anticipate that we will achieve similar results. On past paratransit projects the DBE goal had been set at 7%. Adding this figure to the Step 1 goal of 27.77% we get 34.77%. The average of this is 17.39%. In reviewing the paratransit DBE achievements since November of 2008, we find that the DBE achievement has hovered around 9%. For FFY 2011 it is anticipated that the DBE achievement will be around 11%. Therefore it is appropriate to adjust the Step 1 goal of 27.77% downwards to 10%. To make the final adjustment to the Procurement goal, the County analyzed the nature of procurement projects, past DBE achievements, and the number of DBE firms available, and decided to adjust the goal downwards. The median achievement of 3.08% was added to the Step 1 goal of 4.76%. The result was 7.84%, which was then averaged to get the adjusted goal of 3.92% for procurement projects. **The final overall DBE goal for all projects is 11.52%.**

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## SECTION IV

### DETERMINATION OF RACE-NEUTRAL AND RACE-CONSCIOUS COMPONENTS

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To breakdown the overall goal into the race-neutral and race-conscious components, the County relied on its past experience. The County looked at the achievement of the goals for FFY 2001 through 2010. The race-neutral and race-conscious components were determined by analyzing the DBE achievements against the actual goals set for FTA funded projects.<sup>5</sup> The median achievement over, or under, the assigned goal is used to get a breakdown of race-neutral and race-conscious components of the goal. The median over achievement can reasonably be used to determine the race-neutral component of the overall goal. Under achievement is an indication that the race-conscious portion should constitute a larger component of the overall goal.

#### RACE-NEUTRAL AND RACE-CONSCIOUS GOALS FOR FTA ASSISTED PROJECTS

Using the rationale described above, the final overall goal was adjusted to show the race-conscious and race-neutral components, as displayed in Table 6 below.

The County will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation in accordance with Section 26.51(f). The County will track, and report, race-neutral and race-conscious separately. For reporting purposes race-neutral includes but is not limited to the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

#### BREAKDOWN OF GOAL INTO RACE-NEUTRAL AND RACE-CONSCIOUS COMPONENTS

For FTA assisted construction projects, the 10-year history of DBE goal attainment from FFY 2001 to FFY 2010 indicates that the County exceeded the DBE Goal in 6 out of the 10 years. Shortfalls were experienced in FFY 2001, FFY 2002, FFY 2008 and FFY 2010. The DBE overages for FFY 2005 and FFY 2006, 61.40% and 80.02% respectively, were highly unusual. The median overage for the period (2001 through 2010) is 3.23%. For FFY 2012-2014 we anticipate that the race-neutral achievement will come close to the median of 3.23%. For this reason, the race-neutral component of the overall goal of

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<sup>5</sup> Please refer to Appendix C (10 year DBE achievements)

35.52% was set at 3.23% and the remaining 32.29% of the goal will be achieved through the assignment of race-conscious contract goals.

For professional services, the County has met and exceeded its contract goals in each of the past two years. The median overage is 7.25%. For this reason 7.25% of the goal of 35.31% will be met through race-neutral means while the remaining 28.06% will be met using race-conscious means. For procurement projects, the County underachieved its goals in six out of the ten years covered by this historic data period. In FFY 2010, the County experienced an overage by 2.21%, which is the highest percentage for this period. In 2004, the under achievement was -3.01%. Based upon this historical data, it was decided that the goal of 3.92 % would be achieved entirely through race-conscious means.

For the Paratransit projects, the median overage is 1.11%. For this reason, 1.11% of the goal will be met using race-neutral means and the remaining 8.89% will be met using race-conscious means.

**TABLE 6**

**FINAL OVERALL FTA DBE GOALS FOR FFY 2012-2014**

<b>TYPE OF PROJECTS</b>	<b>RACE-NEUTRAL GOAL</b>	<b>RACE-CONSCIOUS GOAL</b>	<b>OVERALL GOAL</b>
<b>Construction</b>	<b>3.23%</b> \$5,261,000x.0323=\$169,930	<b>32.29%</b> \$5,261,000x.3229=\$1,698,776	<b>35.52%</b> \$5,261,000x.3552=\$1,868,706
<b>Professional Services</b>	<b>7.25%</b> 643,940x.0725=\$46,685	<b>28.06 %</b> \$643,940x.2806=\$180,689	<b>35.31%</b> \$643,940x.3531=\$227,374
<b>Other Services</b>	<b>1.11%</b> \$32,000,000x0111=\$355,200	<b>8.89%</b> \$32,000,000x 0889=\$2,844,800	<b>10.00%</b> \$32,000,000x.10=\$3,200,000
<b>Procurement</b>	<b>0.00%</b> \$12,167,000x0=0%	<b>3.92%</b> \$12,167,000x.0392=\$476,946	<b>3.92%</b> \$12,167,000x.0392=\$476,946
<b>Totals</b>	<b>1.14%</b> $\frac{\$571,815}{\$50,071,940} = 1.14\%$	<b>10.38%</b> $\frac{\$5,201,211}{\$50,071,940} = 10.38\%$	<b>11.52%</b> $\frac{\$5,773,026}{\$50,071,940} = 11.52\%$

The overall goals stated above are an aspirational target for expending federal funds with DBE firms. Local market conditions and capacity of DBE firms in specific industry classifications may make ongoing adjustments of the overall goal necessary.

The County will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation in accordance with Section 26.51(f). The County will track, and report, race-neutral and race-conscious achievements separately. For reporting purposes race-neutral includes but is not limited to the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

#### **CONTRACT GOALS**

Following Section 26.51(e) (1) and (2), contract goals will be used to meet any portion of the overall goal that the County projects cannot be met through race-neutral participation. The County will assign contract goals only on those projects that have subcontracting possibilities. In accordance with Section 26.51(e)(4), the County will also ensure that the assignment of contract goals will provide for the participation of all certified DBEs and will not be sub-divided into group specific goals.

Milwaukee County, in compliance with Section 26.51(f), will continue to monitor DBE participation, and will make necessary adjustments to ensure that the program is narrowly tailored.

Milwaukee County will express contract goals as a percentage of the total amount of a USDOT assisted contract (i.e., including local and federal funds).

#### **GOOD FAITH EFFORTS**

In accordance with Section 26.53, Milwaukee County will require a prime contractor to submit a good faith waiver request in instances where the prime contractor is unable to meet the contract goal.

In determining whether a prime contractor has demonstrated good faith in meeting the goal, the goal will follow provisions contained in Section 26.53. The County has implemented policy and procedures to provide administrative reconsideration to contractors deemed not to have demonstrated good faith in meeting the goal. As part of this administrative reconsideration, the contractor is afforded an opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Contractors can request a hearing before a three-member committee within two days of the notification of denial.

The three-member panel consists of officials who did not participate in the original determination that the contractor failed to demonstrate good faith efforts or meet the goal.

Contractors, therefore, have the opportunity to meet with the reconsideration officials to discuss the issue, and to present additional evidence or information to enable the panel to make a final determination as to whether or not the contractor has demonstrated good faith efforts in not meeting the goal. The panel will issue its final decision in writing within three days of the informal hearing. The decision will contain the basis for finding that the contractor did, or did not; demonstrate good faith in meeting the goal.

The result of the reconsideration will not be administratively appealable to the United States Department of Transportation.

**COUNTING DBE PARTICIPATION TOWARDS OVERALL AND CONTRACT GOALS**

Milwaukee County will follow crediting and counting provisions contained in Section 26.55 to determine DBE participation on USDOT assisted projects.

**APPENDIX: A**

**DBE Advisory Task Force**

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# FTA Goal Setting Notification List

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African American Black Business Association of Ma	Nedra Bobo	PO Box 1544, Madison, 53701-1544		<a href="mailto:beip@charter.net">beip@charter.net</a>
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All Pavement Marking, LLC	Barbra Helker	16735 W Dakota St, New Berlin, 53151	262-7870960	<a href="mailto:Barb@allpavement.com">Barb@allpavement.com</a>
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American Council of Engineering Companies of W	Rose Morgan	3 S Pickney St, Ste 800, Madison, 53703	608-257-9223	<a href="mailto:acecwi@acecwi.org">acecwi@acecwi.org</a>
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Washington Investments	Rashaad Washington	6720 N 56th St, Milwaukee, 53223	414-397-3827	<a href="mailto:sandffirm@aol.com">sandffirm@aol.com</a>
Waterborne Design, LLC	Mary Richter	10032 N Sheridan Dr, Thiensville, 53092	262-653-4747	<a href="mailto:waterborne@wi.rr.com">waterborne@wi.rr.com</a>
Waterford Trucking Service, Inc	Mary Peterson	PO Box 263, Waterford, 53185	262-534-6327	<a href="mailto:wtsdump@tds.net">wtsdump@tds.net</a>
WCW Trucking	DeWitt White	1914 W Cherry St, Milwaukee, 53205	414-651-9488	<a href="mailto:dwhitews1@yahoo.com">dwhitews1@yahoo.com</a>
WI Transportation Builders Association	David Behthold	1 S Pickney St, Ste 818, Madison, 53703	608-256-6851	<a href="mailto:info@wtba.org">info@wtba.org</a>
WI, IA & Central IL Minority Supplier Development	Dr. Floyd Rose	PO Box 8577, Madison, 53708-8577	608-241-5858	<a href="mailto:wsdcrose@aol.com">wsdcrose@aol.com</a>
Wisconsin Black Chamber of Commerce	Ruben Hopkins	3020 W Vilet St, Milwaukee, 53208	414-551-6649	<a href="mailto:info@twbcc.com">info@twbcc.com</a>
WWBIC	Wendy Bauman	2745 N Dr MLK, Jr Dr, Milwaukee, 53212	414-263-5450	<a href="mailto:info@wwbic.com">info@wwbic.com</a>
Zoe Engineering	Daphne Wilson	1126 S 70th St, Ste S204A, Milwaukee, 53214	414-475-2715	<a href="mailto:dmwilson@zoeeng.com">dmwilson@zoeeng.com</a>

**MILWAUKEE COUNTY  
10 YEAR DBE COMMITMENT ACHIEVEMENTS FOR FTA FEDERALLY ASSISTED PROJECTS**

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	10 YEAR TOTAL
<b>CONSTRUCTION</b>											
DBE Committed Dollars	\$13,646	\$18,439	\$133,250	\$481,108	\$624,460	\$372,881	\$109,360	\$15,145	\$279,347	\$393,183	\$2,440,819
Project Dollars	\$109,165	\$73,785	\$564,200	\$2,144,074	\$709,378	\$372,881	\$406,770	\$502,000	\$956,742	\$1,517,336	\$7,356,331
DBE Goal	15.00%	27.00%	19.80%	19.80%	26.63%	19.98%	19.56%	19.76%	23.04%	25.34%	
% DBE Achievement	12.50%	24.99%	23.62%	22.44%	88.03%	100.00%	26.88%	3.01%	29.20%	24.33%	33.18%
% Difference	-2.50%	-2.01%	3.82%	2.64%	61.40%	80.02%	7.32%	-16.75%	6.16%	-1.01%	
<b>PROFESSIONAL SERVICES</b>											
DBE Committed Dollars	\$ -	\$ -	\$5,000	\$ -	\$ -	\$ -	\$662,262	\$25,884	\$52,670	\$37,318	\$667,262
Project Dollars	\$ -	\$ -	\$5,000	\$ -	\$ -	\$ -	\$8,930,438	\$120,000	\$102,660	\$167,743	\$8,935,438
DBE Goal							21.57%	21.57%	15.00%	15.00%	
% DBE Achievements	0%	0%	100%	0%	0%	0%	7.42%	no projects	51.31%	22.25%	7.47%
% Difference	0%	0%	0%	0%	0%	0%	-14.15%	0.00%	36.31%	7.25%	
<b>OTHER SERVICES</b>											
DBE Committed Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,269,743	\$1,433,813	\$1,479,268	\$4,182,824
Project Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$18,139,183	\$20,483,039	\$21,132,392	\$59,754,614
DBE Goal								7.00%	7.00%	7.00%	
% DBE Achievements	0%	0%	0%	0%	0%	0%	0%	10.40%	8.07%	8.11%	7.00%
% Difference	0%	0%	0%	0%	0%	0%	0%	3.40%	1.07%	1.11%	
<b>PROCUREMENT</b>											
DBE Committed Dollars	\$89,403	\$54,304	\$37,615	\$75,211	\$145,219	\$158,059	\$662,263	\$336,553	\$148,591	\$162,783	\$1,870,001
Project Dollars	\$2,626,732	\$2,164,152	\$1,734,354	\$4,559,787	\$4,712,130	\$4,482,400	\$4,909,115	\$593,490	\$7,952,252	\$4,846,552	\$38,580,964
DBE Goal	3.00%	3.40%	4.75%	4.75%	2.45%	4.98%	3.57%	5.12%	2.18%	2.06%	
% DBE Achievements	3.40%	2.51%	2.17%	1.65%	3.08%	3.36%	2.56%	5.65%	1.87%	3.36%	4.85%
%Difference	0.40%	-0.89%	-2.58%	-3.10%	0.63%	-1.62%	-1.01%	0.53%	-0.31%	1.30%	
<b>Total DBE Committed Dollars</b>	<b>\$103,049</b>	<b>\$72,743</b>	<b>\$175,865</b>	<b>\$556,319</b>	<b>\$769,679</b>	<b>\$530,940</b>	<b>\$850,250</b>	<b>\$351,698</b>	<b>\$480,608</b>	<b>\$593,284</b>	<b>\$4,978,082</b>
<b>Total Project Dollars</b>	<b>\$2,735,897</b>	<b>\$2,237,937</b>	<b>\$2,303,554</b>	<b>\$6,703,861</b>	<b>\$5,421,508</b>	<b>\$4,855,281</b>	<b>\$13,183,146</b>	<b>\$6,455,899</b>	<b>\$6,922,000</b>	<b>\$17,585,000</b>	<b>\$54,872,733</b>
<b>Overall Assigned DBE Goal</b>	<b>4.30%</b>	<b>4.70%</b>	<b>11.50%</b>	<b>8.98%</b>	<b>2.98%</b>	<b>7.25%</b>	<b>7.97%</b>	<b>8.63%</b>	<b>6.67%</b>	<b>6.02%</b>	

**COUNTY OF MILWAUKEE**  
**Interoffice Memorandum**

DATE: September 19, 2011

TO: Supervisor Lee Holloway, County Board Chair; Supervisor Lynne De Bruin, Chair, Economic & Community Development Committee; Committee Members

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS**

Directive

At the request of the Committee on Economic and Community Development, the Office of Community Business Development Partners (CBDP) provides a monthly update on waivers requested and granted to various Milwaukee County departments that come through the office.

Background

The Office of Community Business Development Partners (CBDP) is responsible for implementing Federal and Milwaukee County DBE regulations. Implementation of the regulations includes establishing DBE goals on both Federal and County funded contracts, as well as monitoring the DBE compliance of departments. DBE goals are established on Federal and County contracts where there are **“ready, willing and able” DBE firms available for contracting and/or subcontracting opportunities.**

In 1999, the Federal Disadvantaged Business Enterprise (DBE) Program rules were substantially revised due to legal challenges to some Programs. Thus, requiring all recipients of such federal funds to review and revise their programs accordingly. As a result of both public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain one Program based upon the federal Disadvantaged Business Enterprise (DBE) Program rules and standards. This 2000 action of the County Board and County Executive established and adopted rules and regulations of the US Department of Transportation, Office of the Secretary per the Federal Register 49 CFR Part 26 over both Milwaukee County Federal funded projects and Milwaukee County funded projects.

These rules and regulations, based upon Federal Register 49 CFR Part 26, also include goal-setting requirements, i.e., formulas that determine and establish participation goals for Federal and County funded contracts. All Federal funding recipients, including Milwaukee County, are required to adhere per the numbers of their “ready, willing and able firms”.

**Economic & Community Development (ECD) Committee  
 Community Business Development Partners (CBDP),  
 DBE Waiver Report July 2011  
 September 19, 2011  
 Page 2**

That is a firm certified as Disadvantaged Business Enterprise {DBE} firm through Wisconsin's Unified Certification Program, a consortium including WI DOT, Dane County & the City of Madison. This is the rationale and justification for our goals as follows:

Construction	25%
Time & Material (Construction)	25%
Professional Services	17%
Purchase of Service Agreements	17%
Procurement	10%

The Federal Register of February 3, 2010 issued these requirements, the details.

When the CBDP office receives a waiver request from a department, it is first reviewed by the department then forwarded to the County Board Chairman with a recommendation to either grant or deny the request. The Chairman may request CBDP gather more information to provide clarification regarding issues such as: 1) Is there anything else that can be done, directly or indirectly to include DBEs; 2) If DBE participation is not possible, is there a way to improve equal employment opportunity representation (i.e., employee diversity); and/or 3) Can DBE participation be included for this company in other areas not related to this project.

In summary, County Board Chairman Lee Holloway consistently ensures maximum DBE participation on County projects. Either directly or indirectly, DBE participation is sought as a means of enhancing economic opportunity within our County. When, and if all else fails, prime contractors must submit documentation to prove their Good Faith Efforts (GFE) that CBDP must then review to determine approval.

Waiver Report Summary

Thus, the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for July 2011 is as follows (see attachment with details):

<b>Total Contract \$ Amount for July 2011</b>	<b>\$ 747,573.00</b>
<b>Total Approved Waivers \$ Amount</b>	<b>\$ 25,000.00</b>
<b>Total Unapproved Waivers</b>	<b>0.00</b>
<b>Percentage of Waived for July 2011</b>	<b>3.34%</b>

**Economic & Community Development (ECD) Committee  
Community Business Development Partners (CBDP),  
DBE Waiver Report July 2011  
September 19, 2011  
Page 3**

**Please see attachment for details.**

Prepared by:

Mildred Hyde-Demoze  
CBDP Certification Manager

Mark Phillips  
CBDP Interim Contract Compliance Manger

Approved by:

***Freida Webb, Director***  
Freida Webb, Director

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# July 2011 Waiver Report

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<b><u>CBDP Approved Waivers <sup>1</sup></u></b>				
Child Support Enforcement	Jamila Benson	Logo design for County Dept. of Child Support Enforcement	\$1,500.00	PD-Purchase under \$2,000
District Attorney	Jeffrey Jentzen, M.D.	Expert witness on autopsy of victim case #09CF002893	\$2,000.00	PD-Purchase at or under \$2,000
District Attorney	Anna Salter, Ph.D.	Expert witness on sexual abuse case #10CF000707/10CF003272	\$2,000.00	PD-Purchase at or under \$2,000
Court Funded State Court Services	Midwest Medical Records	Onsite copying of court records	\$19,500.00	Approved Waiver-No Qualified DBE

**Contracts Issued Without CBDP Review <sup>2</sup>**

None

<b>Total Contract \$ Amount for July</b>	\$747,573.00
<b>Total Approved Waiver \$ Amount</b>	\$25,000.00
<b>Total Unapproved Waiver \$ Amount</b>	\$0.00
<b>Percentage Waived</b>	3.34%

<sup>1</sup> Waviers approved by CBDP Department with County Board Chairman's Approval

<sup>2</sup> Contracts issued without DBE goals by departments without CBDP review or approval. CBDP is only made aware of these projects when accounts payable department forwards new contact information to CBDP

**COUNTY OF MILWAUKEE**  
**Interoffice Memorandum**

DATE: September 19, 2011

TO: Supervisor Lee Holloway, County Board Chair; Supervisor Lynne De Bruin, Chair, Economic & Community Development Committee; Committee Members

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS - AUGUST**

Directive

At the request of the Committee on Economic and Community Development, the Office of Community Business Development Partners (CBDP) provides a monthly update on waivers requested and granted to various Milwaukee County departments that come through the office.

Background

The Office of Community Business Development Partners (CBDP) is responsible for implementing Federal and Milwaukee County DBE regulations. Implementation of the regulations includes establishing DBE goals on both Federal and County funded contracts, as well as monitoring the DBE compliance of departments. DBE goals are established on Federal and County contracts where there are **“ready, willing and able” DBE firms available for contracting and/or subcontracting opportunities.**

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**Economic & Community Development (ECD) Committee  
 Community Business Development Partners (CBDP),  
 DBE Waiver Report August 2011  
 September 19, 2011  
 Page 2**

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Waiver Report Summary

Thus, the Milwaukee Community Business Development Partners (CBDP), Disadvantaged Business Enterprise (DBE) Waiver Report for August 2011 is as follows (see attachment with details):

<b>Total Contract \$ Amount for August 2011</b>	<b>\$5,507,419.45</b>
<b>Total Approved Waivers \$ Amount</b>	<b>\$ 9,450.00</b>
<b>Total Unapproved Waivers</b>	<b>0.00</b>
<b>Percentage of Waived for August 2011</b>	<b>0.17%</b>

**Economic & Community Development (ECD) Committee  
Community Business Development Partners (CBDP),  
DBE Waiver Report August 2011  
September 19, 2011  
Page 3**

**Please see attachment for details.**

Prepared by:

Mildred Hyde-Demoze  
CBDP Certification Manager

Mark Phillips  
CBDP Interim Contract Compliance Manger

Approved by:

***Freida Webb, Director***  
Freida Webb, Director

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# August 2011 Waiver Report

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<b><u>CBDP Approved Waivers <sup>1</sup></u></b>				
District Attorney	Fredrik F. Broekhuizen, MD	Review police reports and provide expert opinion	\$600.00	Approved Waiver-Size and \$ amount of contract;
DTPW-Airport Division	James L. Kirschnick	Court ordered mediator representing County vs Creative Constructio	\$700.00	Approved Waiver-Size and \$ amount of contract;
DTPW-Airport Division	Schoenecker & Associates	Establish current market value least rate of bldg. at 440th	\$650.00	Approved Waiver-Size and \$ amount of contract;
District Attorney	Paula Brumit, DDS	Provide forensic odontology analysis of bite mark	\$7,500.00	No CBDP Review

**Contracts Issued Without CBDP Review <sup>2</sup>**

None

<b>Total Contract \$ Amount for August</b>	\$5,507,419.45
<b>Total Approved Waiver \$ Amount</b>	\$9,450.00
<b>Total Unapproved Waiver \$ Amount</b>	\$0.00
<b>Percentage Waived</b>	0.17%

<sup>1</sup> Waviers approved by CBDP Department with County Board Chairman's Approval

<sup>2</sup> Contracts issued without DBE goals by departments without CBDP review or approval. CBDP is only made aware of these projects when accounts payable department forwards new contact information to CDBP