

COUNTY OF MILWAUKEE
Department of Health and Human Services
INTER-OFFICE COMMUNICATION

Date: January 19, 2011

To: Supervisor Lynn DeBruin, Chairperson, Economic and Community Development Committee
Supervisor Theodore Lipscomb, Vice Chairperson, Economic and Community Development Committee

From: Héctor Colón, Director, Department of Health and Human Services

Subject: **2012 Community Development Block Grant Allocation Process**

Background

Since 1981, Milwaukee County has been the administrator for the Community Development Block Grant (CDBG) designated "Urban County," which includes all municipalities located in Milwaukee County, except for Milwaukee, West Allis and Wauwatosa. As the administrator, Milwaukee County works closely with the US Department of Housing and Urban Development (HUD) to manage the planning process, ensure compliance with regulations and coordinate the delivery of the CDBG programs to municipal partners and participating organizations.

Since 1995, HUD has required that Milwaukee County administer a CDBG allocation process that yields activities that: 1) are eligible, 2) meet the National Objectives, 3) benefit Milwaukee County CDBG jurisdiction, and 4) provide sufficient documentation to meet HUD's National Objective requirements. CDBG funds and activities must be used in areas with a significant low/moderate income population and *must* serve people from the relevant jurisdiction (i.e. they cannot primarily serve individuals from Milwaukee, West Allis and Wauwatosa since they are not included in the Urban County designation).

The role of HUD in the allocation process is to approve both the five year Consolidated Plan and the Annual Action Plan. Thus, HUD has approved every project ever funded via the Milwaukee County CDBG program, since 1981, through the review and approval of the Annual Action Plan. However Milwaukee County is responsible for ensuring that all sub-recipients of CDBG funds have clearly documented that a proposed activity provides reasonable benefits primarily to residents of the jurisdiction.

Milwaukee County works diligently to ensure that the CDBG program and the selected activities benefit the jurisdiction and meet a National Objective. The CDBG program monitors each project and is in contact with the various jurisdictions regularly. In 2004, the Village of River Hills proposed to sell its CDBG allocation to another municipality. After some correspondence between River Hills, Milwaukee and HUD, River Hills decided to drop the effort. In 2011, River Hills again proposed to sell its CDBG funds to another community within the jurisdiction. A newspaper article on the River Hills proposal raised a red flag at HUD and they began to question the efficacy of the County's process for selecting projects and allocating CDBG funds.

Issue

2011 Projects and Review by HUD

In 2011, as a result of the River Hills issue, HUD took a closer look at Milwaukee County's projects and made the following conclusions:

- Milwaukee County funds a number of non-profit organizations that are based in the city of Milwaukee and these organizations primarily serve city of Milwaukee residents
- Milwaukee County funds a number of activities in communities that do not have a significant number of low/moderate income people (at least 42.9% based on US Census data)

In March 2011 the Milwaukee County Board approved the CDBG projects for 2011. Milwaukee County then entered into contracts with the sub-recipients and made reimbursement payments to some sub-recipients and most sub-recipients started work on their projects. HUD approved the 2011 Annual Action Plan in November 2011 with the understanding that the projects submitted met the National Objectives within the jurisdictional area.

Given the situation with HUD's review of River Hills and overall CDBG funds, the Milwaukee County Department of Health and Human Services (DHHS) requested an opinion from Corporation Counsel regarding HUD's newly expressed position that organizations that are located outside of the jurisdiction may not serve the National Objectives for the Milwaukee County CDBG jurisdiction. Corporation Counsel stated in its response, dated October 18, 2011, that Milwaukee County was acting within the parameters established by HUD's regulations and that Milwaukee County had the authority to fund organizations based in the City of Milwaukee because the "City and the suburban municipalities are inextricably linked."

Corporation Counsel's response was forwarded to HUD and they responded with the following points: 1) the issue was not that organizations were based in Milwaukee but, rather, whether the organizations are making an impact on the Milwaukee County jurisdiction and 2) it is the responsibility of the Grantee (Milwaukee County) to provide documentation that these organizations are, indeed, providing reasonable benefits to residents of the Milwaukee County CDBG jurisdiction. At that time, HUD requested that Milwaukee County immediately provide documentation showing that *all* projects approved for 2011 provide benefits primarily to residents of the Milwaukee County CDBG jurisdiction. DHHS is in the process of gathering this information from sub-recipients.

Because, at the time awards were made, DHHS was not aware of the change in interpretation of the rules governing use of the CDBG funds, there may be some 2011 recipient organizations that do not meet the National Objectives. This could potentially result in projects being deemed ineligible by HUD. DHHS is currently working on reviewing this with HUD.

Impact on the 2012 CDBG funding process

As the administrator of the Milwaukee County CDBG program it is the responsibility of Milwaukee County to ensure that the CDBG program allocation process is completely in compliance with HUD regulations. Part of the compliance process is to ensure that sub-recipients are well educated on HUD regulations, particularly relating to the need to document National Objectives, and to review and select projects that meet the National Objectives, all within the Milwaukee County jurisdiction.

In terms of education, Milwaukee County has not focused on the educational component as part of its CDBG program and some organizations that applied for funding in 2012 were not fully aware of the documentation and jurisdictional requirements of the CDBG program. Consequently, some organizations that applied for funding may not be able to provide sufficient documentation and, then would be ineligible for CDBG funds. DHHS has a plan to address this issue, which is detailed below.

The overall 2012 CDBG allocation process started before DHHS was aware of HUD's current position on documentation and jurisdiction. Milwaukee County's 2012 RFP process has already been completed and projects have been submitted. To meet HUD's new standard, Milwaukee County's process for reviewing and selecting activities must take into account an applicant's capacity to document National Objectives and meet jurisdictional impact, and the applicant's record for providing sufficient documentation. The process used for 2012 did not provide a formal mechanism or scoring system to assess a proposed project's ability to document National Objectives and meet jurisdictional impact. For the future, a new evaluation/rating system is needed to achieve this and ensure the integrity of Milwaukee County's CDBG allocation process.

RECOMMENDATIONS

DHHS recommends that the following administrative pieces be implemented:

- Request a two-month extension from HUD to complete its 2012 Annual Plan due to Public Hearing and public comment/feedback requirements for the Annual Action Plan. This would be the second requested extension for the 2012 Annual Plan. This extension would give Milwaukee County until April 30th to submit its 2012 Annual Plan.
- Establish an internal Milwaukee County CDBG Project Review Panel to review all projects and make final funding recommendations to the Board and County Executive for approval.
- Obtain 2012 CDBG allocation approval from the Board in the March cycle.
- Once the projects are approved by the County Board and County Executive, finalize the 2012 Annual Plan and make available for public viewing for a period of 30 days.
- After the 30 day period is complete, the Annual Plan will be updated and submitted to HUD for review.

DHHS also recommends that the following programmatic pieces be implemented:

- Develop and implement an educational component to the CDBG program that includes:
 - A series of informational seminars on the CDBG application process and HUD regulatory requirements,
 - Provides sufficient information on Milwaukee County's website
 - Develops educational documents for future applicants, municipalities and current sub-recipients

- Notify organizations that submitted proposals for the 2012 CDBG Program and whose project was determined to be ineligible, that the Housing Division will work to better inform them on HUD documentation and jurisdictional impact requirements and invite them to resubmit a proposal if it is consistent with HUDs requirements.

Recommendation

This is an informational report. No action is necessary.

Respectfully Submitted:



Héctor Colón, Director
Department of Health and Human Services

Attachments

cc: County Executive Chris Abele
Amber Moreen, County Executive's Office
Tia Torhorst, County Executive's Office
County Board Chairman Lee Holloway
Terry Cooley, Chief of Staff – County Board
Glenn Bultman, County Board Office
Linda Durham, ECD Committee Clerk
Leonard Jackson, Division Administrator

2012 CDBG Eligible Projects - Non-profits

Status	Sponsor Name	Application Title	Comments	Award Amount
	Center for Veterans Issues	VpC Renovation project Initiative	LMC - National Objective Documentation Required	\$40,000
	Easter Seals Southeast Wisconsin	Burleigh bldg Roof Project	LMC - National Objective Documentation Required	\$22,000
	Eisenhower Center, Inc.	Completion of restoration of Parking lot	LMC - Serves a "presumed group" in jurisdiction	\$40,000
	Granville Interfaith Program	Neighborhood Outreach Program	LMC - Serves a "presumed group" in jurisdiction	\$27,500
	Greendale Historical Society	re-adaption of original grounds bldgs and tower	LMA - removal of blight	\$40,000
	Legal Aid Society of Milwaukee	Foreclosure Mediation Project	LMC - National Objective Documentation Required	\$40,000
	Metropolitan Milwaukee Fair Housng	fair housing	LMA	\$25,000
	Milwaukee County DHHS-Housng Division	Residential Architectural Barrier Removal	LMC - National Objective Documentation Required	\$60,000
	Milwaukee County DHHS-Housng Division	Emergency home repair	LMC - National Objective Documentation Required	\$60,000
	Milwaukee County Department of Parks	Baseball Field Improvements at Zablocki	LMA - park located within jurisdiction	\$40,000
	National Alliance on Mental Illnes	peer specialsit training program	LMC - Serves a "presumed group" in jurisdiction	\$25,000
	Rebuilding Together Greater Milwaukee	Revitalization project for vulnerable homeowners	LMC - National Objective Documentation Required	\$40,000
	St. Catherine Residence	Capital Needs	LMC - Serves a "presumed group" in jurisdiction	\$14,000
	United Community Center	UCC Olga Village Health Center	LMC - Serves a "presumed group" in jurisdiction	\$12,500
	Wisconsin Women's Busniess Initiative	microenterprise development continuum	LMJ - National Objective Documentation Required	\$100,000
Sum				\$586,000

Status	Sponsor Name	Application Title	Comments	Award Amount
Ineligible Activities				
	Agape Community Center	Brad of Healing Free Clinic	LMC - Primarily Serves City of Milwaukee	\$27,500
	Away We Go Transport, Inc	patriot ride program	ineligible activity	\$40,000
	Burleigh Street CDC	Technical assistance to businesses	LMA - Service area outside of jurisdiction	\$40,000
	Council for the Spanish Speaking	hillview building's retaining wall	LMC - Primarily Serves City of Milwaukee	\$40,000
	Hunger Task Force	farm & fish hatchery - oper support	LMC - Already funded by Milwaukee County	\$40,000
	Hunger Task Force	frm & fish hatchery infrastructure	LMC - Already funded by Milwaukee County	\$40,000
	Journey House, Inc	Urban Careers Institute	LMC - Primarily Serves City of Milwaukee	\$40,000
	Lao Family Community, Inc	Employment Training	LMC - Primarily Serves City of Milwaukee	\$39,000
	Lightstreams Community	Housing Counseling Program	LMC - Primarily Serves City of Milwaukee	\$40,000
	Messmer High School	Pool Improvement Project	Ineligible Activity	\$40,000
	Milwaukee Christian Center	Youth Development/Kosciuszko	LMC - Primarily Serves City of Milwaukee	\$25,000
	Milwaukee County CDBP	Technical Assistant/Capacity	LMC - Primarily Serves City of Milwaukee	\$90,000
	Milwaukee County Department of Parks	Smith Park Basketball Court Installation	LMA - Service area outside of jurisdiction	\$100,000
	Milwaukee County Department of Parks	Renovation of Dineen park Baseball Diamond	LMA - Service area outside of jurisdiction	\$73,000
	Milwaukee Urban League	Capacity Building Program	LMC - Primarily Serves City of Milwaukee	\$25,000
	My Home, Your Home	Facility Improvmnts , transitional housing for	LMC - Primarily Serves City of Milwaukee	\$33,000
	Project Return	Ex-Offender Employment Program	LMC - Primarily Serves City of Milwaukee	\$40,000
	SDC	lead abatement and prevention education	LMC - Not an additional service; Municipalities provide	\$40,000
	Walker's Point Center for the Arts	Building and Sidewalk Renovation for accessibility	LMC - Primarily Serves City of Milwaukee	\$35,000

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* All activities must document compliance with HUD National Objectives in Milwaukee County CDBG Jurisdiction.

* National Objectives: LMA - Low/Moderate Income, Geographic Area LMC - Low/Moderate Income, Clientele LMJ - Low/Moderate Income, Job Creation

Status	Sponsor Name	Application Title	Comments	Award Amount
Ineligible Activities				
	Wisconsin Community Services, Inc	Center for Driver's License Rcovery and Employabil	LMC - Primarily Serves City of Milwaukee	\$40,000
	Word of Hope Ministries	Employment Training and Placement	LMC - Primarily Serves City of Milwaukee	\$40,000
	WRTP/BIG Step	Industry Resource Center	LMC - Already funded by Milwaukee County	\$40,000
	WRTP/BIG Step	skilled trades employment pathways	LMC - Already funded by Milwaukee County	\$40,000
	WRTP/BIG Step	Employment Training & empl services	LMC - Already funded by Milwaukee County	\$40,000
Sum				\$1,047,500

2012 CDBG Eligible Projects - Municipalities

Status	Sponsor name	Application title	Comments	Amount Requested
	City of Cudahy	Project Concern	LMC - Project serves "Presumed group" in LMI area	\$6,180
	City of Cudahy	property maintenance program	LMA - Project in area with at least 42.9% LMI	\$12,500
	City of Cudahy	Program for the Elderly	LMC - Project serves "Presumed group" in LMI area	\$17,592
	City of Cudahy	ADA signal improvements	LMA - Project in area with at least 42.9% LMI	\$35,000
	City of Franklin	Handicap accessible sidewalk proj	LMA - National Objective Documentation Required	\$37,422
	City of Franklin	Elderly Persons home support services	LMC - National Objective Documentation Required	\$4,620
	City of Franklin	Franklin Senior Citizen Activities	LMC - National Objective Documentation Required	\$8,038
	City of Glendale	ADA Improvements	LMA - National Objective Documentation Required	\$29,383
	City of Glendale	Adult Program Services	LMC - National Objective Documentation Required	\$9,702
	City of Glendale	ADA sidewalk and curb ramps	LMA - National Objective Documentation Required	\$45,000
	City of Greenfield	improvement at coopers hawk park	LMA - Project in area with at least 42.9% LMI	\$43,400
	City of Greenfield	continuation of senior citizen program	LMC - Project serves "Presumed group" in LMI area	\$7,600
	City of Oak Creek	Interfaith program for elderly	LMC - National Objective Documentation Required	\$4,721
	City of Oak Creek	Salvation Army	LMC - National Objective Documentation Required	\$721
	City of South Milwaukee	adminstration building door project	LMA - National Objective Documentation Required	\$12,000
	City of South Milwaukee	Human Concern - fire alarm system outdoor sign	LMA - National Objective Documentation Required	\$10,000
	City of St. Francis	Sidewalk Replacement Pgm	LMA - Project in area with at least 42.9% LMI	\$4,200
	City of St. Francis	Elderly - Interfaith	LMC - Project serves "Presumed group" in LMI area	\$7,000

Thursday, January 19, 2012

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* All activities must document compliance with HUD National Objectives in Milwaukee County CDBG Jurisdiction.

* National Objectives: LMA - Low/Moderate Income, Geographic Area LMC - Low/Moderate Income, Clinetele LMJ - Low/Moderate Income, Job Creation
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Status	Sponsor name	Application title	Comments	Amount Requested
	Village of Bayside	Pubic Service - Senior Services	LMC - National Objective Documentation Required	\$36,960
	Village of Brown Deer	senior citizens center - rent and oper	LMC - National Objective Documentation Required	\$25,383
	Village of Fox Point	Exterior entry door accessibility	LMA - National Objective Documentation Required	\$35,000
	Village of Fox Point	Dunwood Center Lease	LMC - National Objective Documentation Required	\$5,250
	Village of Hales Corners	Library ADA improvements	LMA - National Objective Documentation Required	\$23,100
	Village of Hales Corners	Library Materials for Seniors	LMC - National Objective Documentation Required	\$1,386
	Village of Hales Corners	Elderly persons home support srvc	LMC - National Objective Documentation Required	\$1,386
	Village of Hales Corners	Seniors Enrichment Program	LMC - National Objective Documentation Required	\$1,848
	Village of River Hills	North Shore Library Accessibility Project	LMA - National Objective Documentation Required	\$23,400
	Village of Shorewood	Pavement Improvements	LMA - Project in area with at least 42.9% LMI	\$30,050
	Village of Shorewood	Senior Resource Center	LMC - National Objective Documentation Required	\$11,500
	Village of Shorewood	Shoreline Interfaith	LMC - National Objective Documentation Required	\$3,000
	Village of West Milwaukee	maintenance of community center	LMA - Project in area with at least 42.9% LMI	\$9,000
	Village of West Milwaukee	community center improvements	LMA - Project in area with at least 42.9% LMI	\$36,500
Sum				\$538,843

Status	Sponsor name	Application title	Comments	Amount Requested
Ineligible Activities				
	City of South Milwaukee	Human Concerns Mortgage	Activity is ineligible	\$5,000
	City of South Milwaukee	play equipment project	Activity is ineligible	\$21,608
	Village of Brown Deer	Park and Rec Facilities - Milwaukee River	Project does not meet national objective	\$12,500
	Village of Whitefish Bay	Playground improvements	Activity is ineligible	\$36,960
			Sum	\$76,068

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: January 3, 2012

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 Section of the Economic Development Division of the Department of Administration reports to the Committee, on a monthly basis, the status of excess property sales. Attached is the monthly report for period ending December 31, 2011.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: January 23, 2012

cc. Chris Abele, County Executive
Lee Holloway, County Board Chairman
Patrick Farley, Director of Administration
Brian Taffora, Director of Economic Development
Vince Masterson, Fiscal Management Analyst

REAL ESTATE SERVICES DIVISION

REVENUE STATUS REPORT
Period ending December 31, 2011

CLOSED PROPERTY – UWM, INNOVATION PARK, LLC

Property	Committee Date	Closed	Gross Sale Proceeds
NE Quadrant County Grounds	May 11, 2009	February 15, 2011	\$ 5,000,000.00 ¹

CLOSED PROPERTIES

Property	Committee Date	Closed	Gross Sale Proceeds
4812 South 39 th Street, Greenfield	January 24, 2011	May 5, 2011	\$ 78,900.00
5478 South Packard, Cudahy	April 11, 2011	May 31, 2011	\$ 18,000.00
4500 North Lake Drive, Shorewood	March 7, 2011	June 23, 2011	\$ 861,000.00
3672 East Lunham Avenue, St. Francis	May 16, 2011	July 26, 2011	\$ 66,500.00
3231 South 122 nd Street, West Allis	July 18, 2011	September 15, 2011	\$ 145,000.00
		TOTAL	\$ 1,169,400.00
		2011 Budget	\$ 400,000.00

LEASED PROPERTIES

Property	Committee Date	Lease Commencement	Lease Proceeds
8624 Watertown Plank Road, Wauwatosa (County Grounds Child Care Center Ground Lease)	September 19, 2011	November 4, 2011	\$ 57,092.00 ²
		TOTAL	\$ 57,092.00

PENDING PROPERTY CLOSINGS

Property	Committee Date	Pending Closing	Purchase Price
Block 6E, Park East Development	April 3, 2006	3 rd quarter 2012	\$ 406,000.00 ³
		TOTAL	\$ 406,000.00

GENERAL PROPERTY STATUS

Property	Committee Date	Status	Asking Price
Adj. 4407 West Brown Deer Road, Brown Deer	January 23, 2012	Presenting request	\$ -0-
5414-22 South Packard Avenue, Cudahy		Available for sale	\$ 35,000.00
3618 East Grange, Cudahy		Available for sale	\$ 4,900.00
3749 East Squire, Cudahy		Available for sale	\$ 25,000.00
8450 West Beatrice Ct., Milwaukee		Available for sale	\$ 375,000.00 ⁴
3802 East Cudahy Avenue, Cudahy		Available for sale	\$ 38,900.00
1904 S. 94 th Street, West Allis		Available for sale	\$ 11,900.00

1. First installment payment of the \$13,550,000 sales price. See attached comments for full payment schedule.
2. Pre-paid annual lease payment
3. County's share of \$ 700,000 sales price.
4. Net proceeds to Federal Transportation Administration

REAL ESTATE SERVICES DIVISION

SUMMARY DETAIL OF PENDING PROPERTY CLOSINGS

PROPERTY	BUYER	CLOSING	COMMENTS
Block 6E, Park East	Rainier Properties II, LLC	3 rd quarter 2012	Option extension granted until June 30, 2012. If Buyer exercises option closing to occur within 30 days.
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"> • 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

COUNTY OF MILWAUKEE

INTER-OFFICE COMMUNICATION

DATE: January 3, 2012

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

FROM: Craig C. Dillmann, Manager, Real Estate Services

SUBJECT: Request from the Village of Brown Deer to acquire a County-owned remnant strip of land located adjacent to 4407 West Brown Deer Road, Brown Deer, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 12-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

BACKGROUND:

The Real Estate Section of the Economic Development Division of the Department of Administration has received a request from the Village of Brown Deer (Village) to acquire an excess County-owned strip of land located adjacent to 4407 West Brown Deer Road in the Village of Brown Deer. A copy of the written request and an exhibit depicting the location of the strip of land are attached.

The Milwaukee County Treasurer acquired the subject strip of land through tax foreclosure proceedings. The subject strip measures 1.63 feet by 321.75 feet and is located between two parcels of land owned by the Village. The subject strip appears to be a surveying error from the past that created the 1.63-foot gap between the Village owned parcels. To eliminate the gap, the Village intends to combine the strip with their adjacent land, which comprises a North Shore Fire Department Station.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board of Supervisors conveyance of the above-described subject strip of land to the Village of Brown Deer by Quit Claim Deed, at no cost.

FISCAL NOTE:

No sales proceeds will be realized, since it's being conveyed for no monetary compensation.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: January 23, 2012
Attachments

cc: Chris Abele, County Executive
Lee Holloway, County Board Chairman
Supervisor Joseph A. Rice, 6th District
Patrick Farley, Director, DAS
Brian Taffora, Director, Economic Development
Vince Masterson, Fiscal Management Analyst

**FUCHS
& BOYLE, S. C.**

ATTORNEYS AT LAW

TELEPHONE: (414) 257-1800
FACSIMILE: (414) 257-1510
fdb@fdblaw.com

MAYFAIR CROSSING, SUITE 210
1233 NORTH MAYFAIR ROAD
MILWAUKEE, WISCONSIN 53226-3255

JOHN F. FUCHS
COURT COMMISSIONER
REBECCA D. BOYLE
COURT COMMISSIONER

December 15, 2011

Craig Dillmann, Real Estate Manager
Milwaukee County
Department of Transportation and Public Works
2711 West Wells Street, Room 339
Milwaukee, WI 53208

**Re: Platting Error/Remnant
Tax Key No. 047-9990
Brown Deer, Wisconsin**

Dear Mr. Dillmann:

Due to what were likely surveying errors in platting many years ago, there is a strip of land under the North Shore Fire Department Station in Brown Deer which is actually titled to Milwaukee County. Refer to the attached. This 1.63 by 320 foot strip occurs simply because the meets and bounds descriptions for parcels that were created fell short of each other by a little over a foot and a half. So ownership of the missed area stayed with the County. The Village is asking that the County convey title to this strip to the Village of Brown Deer to correct this oversight.

Thank you for your anticipated consideration.

Sincerely,

VILLAGE OF BROWN DEER

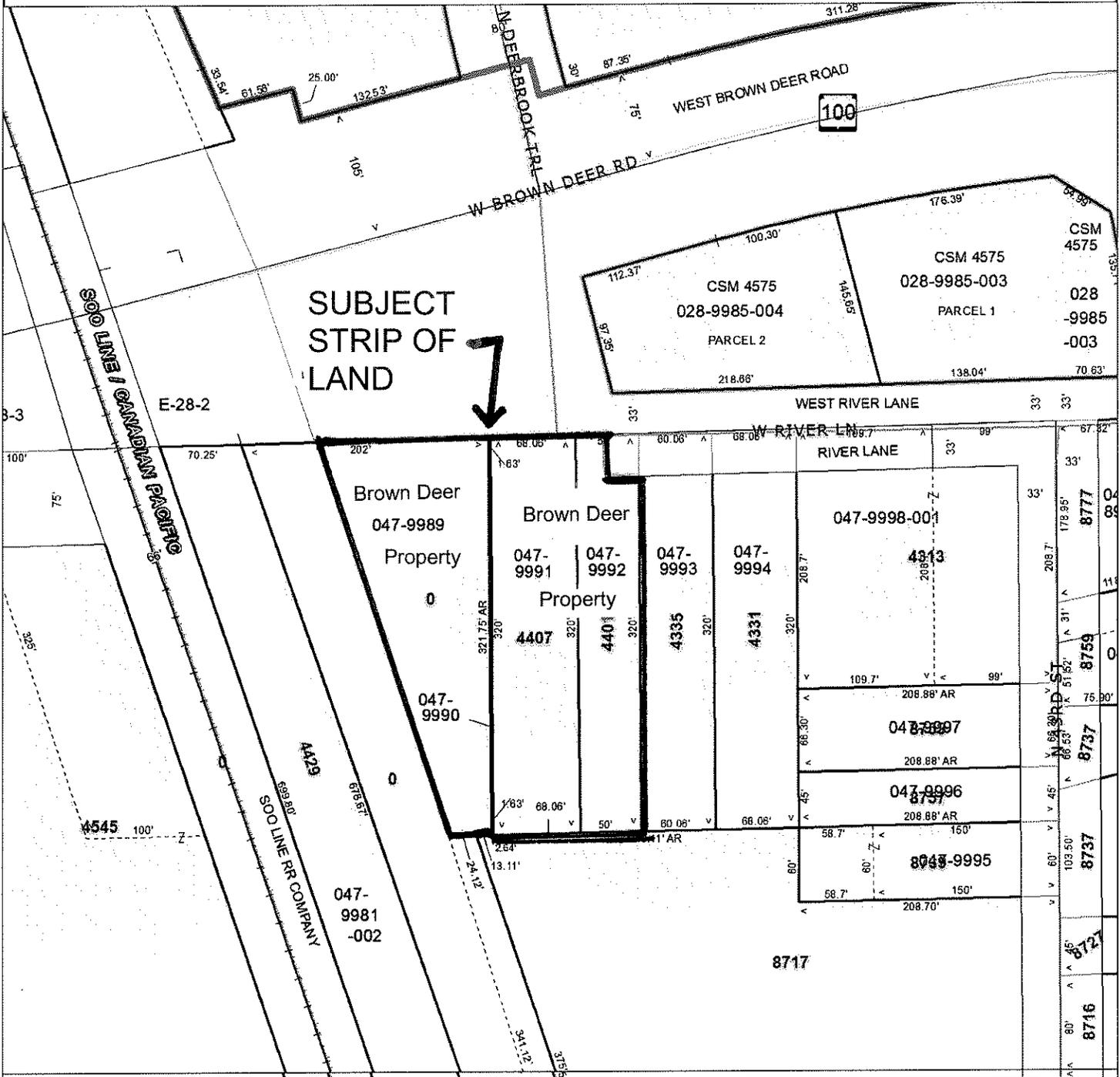


John Fuchs, Village Attorney

Enclosures



MILWAUKEE COUNTY INTERACTIVE MAP SERVICE



SUBJECT STRIP OF LAND

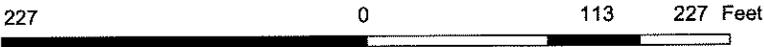


Notes

1.63 foot wide County owned strip

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



Legend

1 : 1,360

- Taxparcel Boundary
 - ParcelLine
 - ExtParcelLine
- ROW
 - Right of Way
 - + Railway
- Carto Line
 - Extended Tie Line, Hook, or PT
 - Dimension, Identification, or Note Arrow
 - TieLine
 - Easement
 - MeanderLine
 - CivilDivision

1
2
3
4 (ITEM) Reference file established by the County Board Chairperson relative to offers to
5 purchase on lands under County control with an undesignated use, by recommending
6 adoption of the following:

7
8 **A RESOLUTION**
9

10 WHEREAS, the Real Estate Section of the Economic Development Division of the
11 Department of Administrative Services received a request from the Village of Brown Deer
12 (Village) to acquire an excess County-owned strip of land located adjacent to 4407
13 West Brown Deer Road in the Village of Brown Deer; and,

14
15 WHEREAS, the Milwaukee County Treasurer acquired the subject strip of land
16 through tax foreclosure proceedings; and

17
18 WHEREAS, the subject strip measures 1.63 feet by 321.75 feet and is located
19 between two parcels of land owned by the Village. The subject strip appears to be a
20 surveying error in the past that created the 1.63-foot gap between the Village owned
21 parcels; and

22
23 WHEREAS, to eliminate the gap the Village intends to combine the strip with their
24 adjacent land, which comprises a North Shore Fire Department Station; and

25
26 WHEREAS, the Committee on Economic and Community Development at their
27 meeting on January 23, 2012 recommended conveyance of the above-described strip of
28 land to the Village of Brown Deer at no cost; now, therefore,

29
30 BE IT RESOLVED, that the County Executive and the County Clerk are hereby
31 authorized to convey by Quit Claim Deed the subject strip of land located adjacent to
32 4407 West Brown Deer Road in the Village of Brown Deer to the Village of Brown Deer.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: January 3, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Request from the Village of Brown Deer to acquire a County-owned remnant strip of land located adjacent to 4407 West Brown Deer Road, Brown Deer, Wisconsin.

FISCAL EFFECT:

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

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

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

DESCRIPTION OF FISCAL EFFECT

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

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

No sales proceeds will be realized, since it's being conveyed for no monetary compensation.

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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

INTER-OFFICE COMMUNICATION

DATE: January 19, 2012

TO: Supervisor Lynne DeBruin, Chairperson
Committee on Economic & Community Development

FROM: Craig C. Dillmann, Manager, Real Estate Services

SUBJECT: Report from the Manager of Real Estate Services regarding the negotiations with the Milwaukee School of Engineering (MSOE) and BMO Harris Bank (Harris) for the purchase of Park East Corridor lands located in the City of Milwaukee, Wisconsin.

POLICY ISSUE:

County Board Resolution File No. 12-14 was established by the County Board Chairperson relative to offers-to-purchase on lands under County control.

At the December 6, 2010 meeting of the Economic and Community Development Committee, staff was directed to negotiate with MSOE and M&I Bank, now known as BMO Harris Bank (Harris), the sale/exchange of County-owned Park East land/Harris land with MSOE and Harris for the development of a soccer facility and parking structure, including a retail component (MSOE Project).

BACKGROUND:

In February 2002, the Wisconsin Department of Transportation (WDOT), Milwaukee County (County) and the City of Milwaukee (City) entered into the Park Freeway Land Disposition Plan and Agreement (Agreement). The Agreement defines the rights and responsibilities of each party regarding the sale of the Park East Freeway lands no longer needed for transportation purposes. Pursuant to the Agreement, sale proceeds from these lands, based on the appraised value approved by the State, shall be divided between the State, the County and the Federal Highway Administration (FHWA) based on their respective percentage financial participation when these lands were originally purchased. Reimbursement to the State and FHWA shall occur at the time each land area is sold. Per the Agreement, the FHWA share of the sale proceeds will be deposited in a WDOT fund as individual parcels are sold and will be used to fund only transportation projects that are eligible under Title 23, in Milwaukee County.

Over the last twelve months extensive negotiations have occurred between County staff, Corporation Counsel and representatives of MSOE and Harris regarding the sale of lands needed for the development of the MSOE Project. In addition, numerous discussions/meetings have taken place with City staff to coordinate the efforts of MSOE and Harris to obtain the needed agreements and approvals from the City to construct the development.

The negotiations have resulted in the creation of the following three documents, which are attached hereto:

1. Tri-Party Agreement.
2. Development Agreement.
3. Public Access Easement Agreement.

The Tri-Party Agreement (Tri-Party) is between the County, MSOE, and Harris. The Tri-Party provides for the sale of County-owned Park East land to MSOE and the exchange of land between MSOE and Harris to create the land ownerships needed for the development of the MSOE Project and to replace the existing Harris land ownership. The Tri-Party also requires MSOE to enter into a Development Agreement with the County requiring MSOE to develop and maintain a portion of the land as public open space and to grant the County a Public Access Easement for the land designated for public use.

The terms and conditions of the three above-named documents are summarized and paraphrased below as follows:

TRI-PARTY AGREEMENT

Milwaukee County (Seller)

The Milwaukee School of Engineering (Purchaser)

BMO Harris Bank National Association (Purchaser)

SUBJECT PROPERTY:

- The subject property comprises Blocks 3, 4, 5, of the Park East Corridor, East of the Milwaukee River and all street/alley right-of-way (ROW) within.
- The subject property is further divided as follows:
 - Parcel A – County owned Block 3.
 - Parcel B – County owned portion of Block 5.
 - Parcel C – County owned portion of the future Market Street ROW.
 - Parcel D – County owned portion of Block 4.
 - Parcel E – Harris owned portion of Block 5.
 - Parcel F – Harris owned portion of the future Market Street ROW.
 - Parcel G – Harris owned portion of Block 4.

Exhibits A and B depicting the aforementioned parcels are attached hereto.

PURCHASE PRICE:

County owned property (see Exhibit A and Schedule 3):

- Purchase prices are determined by State of Wisconsin approved appraisals less approved cost estimates for environmental remediation.
- County to convey Parcels A, B (except City portion of Parcel B), and D to MSOE and shall quit claim Parcel C to the City for public road purposes (Market Street).
- Parcels A and C shall generate no purchase price due to public use of Parcel A as Public Open Space and Parcel C for public road purposes (Market Street).
- The purchase price of Parcel B less environmental remediation and value of City portion of Parcel B (\$6,000) is \$1,633,692.

- The purchase price of Parcel D is \$2,171,696.
- Total purchase price for Parcels A, B, C, and D is \$3,805,388 less an environmental escrow amount of \$1,144,586 for environmental remediation of Parcels A and D resulting in a net purchase price to County of \$2,660,802. Environmental escrow amount of \$1,144,586 shall be utilized per the terms of the Development Agreement, with any remaining balance paid to the County.

Harris owned property (see Exhibits A, B and Schedule 4):

- MSOE to convey Parcel B to Harris.
- Harris to convey Parcels F to the City for public road purposes (Market Street) and Parcel G to MSOE.
- The purchase price of Parcel F is \$ 371,805.
- The purchase price of Parcel G less environmental remediation is \$959,039.

Payments shall be paid to Chicago Title Insurance Company as follows:

- From MSOE \$3,224,380.
- From Harris \$308,848.
- From the City \$272,160 (\$278,160 less \$6,000 for City's portion of Parcel B).
- Total paid is \$3,805,388.

Disbursements:

- Chicago Title shall disburse the total purchase price of \$3,805,388 as follows:
 1. \$1,144,586 into the Environmental Escrow Account.
 2. \$2,660,802 less adjustments and prorations to Milwaukee County.

TITLE COMMITMENT/INSURANCE:

- County to provide a title commitment for Parcel B naming Harris as proposed insured.
- County and Harris shall cooperate to provide a title commitment for Parcels A, D, and G naming MSOE as proposed insured with costs of title paid proportionately by County and Harris.
- If MSOE or Harris discover any title defects that are not acceptable they shall give notice and owner shall exercise their best effort to correct.
- If unacceptable title defects cannot be cured, the party giving notice may:
 1. Declare Agreement null and void.
 2. Waive such title defect and proceed to close without recourse.

CONTINGENCIES:

- Certified Survey Map (CSM) being approved by City, Harris, and MSOE.
- County and MSOE entering into a Development Agreement for the construction of the MSOE Project.
- MSOE and/or Harris completing the following:
 1. Survey to remove all standard survey exceptions from the title insurance policy.
 2. All governmental approvals needed for the intended development.
 3. Rezoning of land by the City to allow all intended uses.
 4. MSOE and Harris entering into an agreement to provide Harris with temporary parking during the construction of MSOE's Project.
 5. MSOE, Harris, and the City entering into a construction staging agreement.
 6. MSOE and Harris entering into a 10-year parking agreement of up to 220 parking stalls in the proposed parking structure.
 7. MSOE, Harris, and the City entering into an agreement granting MSOE

and Harris continuous access to their respective ownership parcels.

SATISFACTION OF CONDITIONS:

- Parties agree to cooperate in satisfying the above contingencies.
- If any conditions specified are not satisfied, MSOE and/or Harris may terminate Agreement with written notice.
- Upon any such termination by MSOE or Harris, the Agreement shall become null and void and the Parties shall have no further liabilities or obligations.

INSURANCE AND INDEMNIFICATION:

- Prior to conducting physical inspections or testing, MSOE and/or Harris shall secure general liability insurance in amounts of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- On County owned parcels the insurance shall name the County and the State of Wisconsin as additional insureds.
- On the Harris property the insurance shall name Harris as an additional insured.

CLOSING DATE:

- Closing shall occur at the earlier of:
 1. 15 days after satisfaction of all contingencies, or
 2. April 30, 2012.
- All parties shall deliver occupancy of respective parcels.
- All parties shall close in escrow with Chicago Title Insurance Company.

CLOSING DOCUMENTS:

- On or before closing date, all parties agree to provide any and all deeds, owner's affidavits, broker's affidavits, Gap Affidavits, closing statements, Wisconsin real estate transfer returns (County exempt), certificates of non-foreign status, seller notifications and any other ancillary documents.

CLOSING COSTS AND PRORATIONS:

- As applicable, County and Harris shall be responsible for payment of the following:
 1. Real and personal property taxes, if any, for prior years and a prorated amount, on a daily basis, of current year taxes through the day immediately before closing.
 2. Special assessments for work commenced, completed or levied prior to closing.
 3. All metered utility charges.
 4. Transfer taxes, if any.
 5. Premiums for title insurance including Gap endorsements.
 6. One third of any closing fee charged by Chicago Title with MSOE paying the remaining third.

PARK EAST ADVISORY COMMITTEE:

- MSOE and the County shall present the MSOE Project to the Park East Advisory Committee to demonstrate compliance with the Park East Redevelopment Compact.

MSOE's INTENDED USE AND PUBLIC ACCESS EASEMENT AGREEMENT:

- Collegiate athletic complex, parking structure, and public open space.
- MSOE to grant/execute a Public Access Easement Agreement (Exhibit E), which among other things requires MSOE to maintain Parcel A as public open space.

EXCHANGE:

- Harris to effectuate a tax deferred exchange of Parcels F and G for Parcel B in accordance with the provisions of Section 1031 and the Regulations.

NO REPRESENTATIONS OR WARRANTIES:

- County and Harris, as sellers/transferees make no warranties or representations related to their respective properties subject to the Agreement.
- Any materials provided to any party shall not be construed as a warranty or representation.
- MSOE and Harris as buyer's/transferees, agree to purchase/take title to the property pursuant to the Agreement in its "AS IS" condition.

DEVELOPMENT AGREEMENT

Milwaukee County (County)

The Milwaukee School of Engineering (Developer)

The County and Developer will enter into this agreement to set forth certain terms and conditions by which the subject property will be developed and to establish certain additional covenants and restrictions.

SUBJECT PROPERTY:

- Lots 1 and 2 of the attached Certified Survey Map.
- Lot 1 to be developed as a soccer/parking structure/retail.
- Lot 2 to be developed and maintained as a "Public Open Space".

The Developer plans to construct a three level parking structure with a NCAA regulation size soccer field on top. Soccer field will be used for collegiate soccer and lacrosse. The soccer field will also be available to local youth sports during the weekends. The structure will also have a ground level retail component such as a coffee/sandwich shop. The Developer will also develop and maintain the "Public Open Space" area as a green space for the public and patrons of the retail component.

DEVELOPMENT OF PROJECT:

Construction by the Developer:

- Development to be constructed by Developer in a good and workmanlike manner and in compliance with all applicable building codes and ordinances. Material alterations of the plans require County approval.
- Project shall commence within six (6) months after the closing of the land sale and construction completed within thirty (30) months of closing.
- Developer to provide a \$50,000 Performance Bond.

Condition of Property/Construction of Infrastructure and Environmental Escrow:

- Property conveyed in its “as is” condition.
- From the proceeds of sale, \$1,144,586 shall be placed into an interest-bearing escrow account held by the title company.
 1. Funds to be used for environmental remediation of the MSOE Project site.
 2. County staff and/or consultants shall monitor remediation activities.
 3. Disbursement of funds shall require County staff approval.
 4. County shall not be liable for any remediation cost that exceeds the escrowed amount.
 5. Excess funds after remediation shall be returned to County upon the earlier of:
 - MSOE receiving a satisfactory closure letter from the Wisconsin Department of Natural Resources (WDNR), or
 - Five years following the completion of construction.
 6. County, MSOE and WDNR shall meet approximately every six months after completion of construction to pursue closure letter.

Labor Standards:

- Developer shall maintain labor standards as follows:
 1. Prevailing overtime rates.
 2. Minimum hourly wage rates and minimum fringe benefits as then filed in the office of County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Counsel (AFL-CIO).
 3. Comply with the “Prevailing Wage and Employment Data” sections of the Park East Redevelopment Compact (PERC).
 4. Maintain proper records.

Nondiscrimination and Affirmative Action:

- Developer shall not discriminate against employees and applicants.
- Developer shall post notices setting forth nondiscriminatory practices.
- Developer will implement principles of equal opportunities through an effective affirmative action program.
- Developer shall cause its contractors and subcontractors to implement nondiscriminatory and DBE goals.

DBE Participation Goals:

- Developer and its contractors shall commit to Disadvantaged Business Enterprise (DBE) participation goals and comply with the PERC.
- Developer shall work with the County’s CBDP Section and submit a PERC Compliance Plan.

DEFAULTS AND REMEDIES:

Events of Default by the Developer:

- Construction stoppage.
- Delay in commencement of construction.
- Delay in completion of the project.
- Failure to perform any other term, condition or covenant of agreement.
- Developer shall have thirty (30) day period to cure.
- Developer subject to payment of actual damages in event of default.
- County has option to repurchase land in event of default.

GENERAL PROVISIONS:

Conveyance of the Property:

- Prior to completion, Developer shall not convey property without County approval.
- Developer reserves the right to join and associate with others for the purpose of developing the project provided:
 1. Developer notifies the County.
 2. Developer remains fully responsible to the terms of this agreement.
 3. Additional parties approved unless rejected by County in writing.
- Developer not restricted to enter into appropriate modes to finance development.

Force Majeure:

- Neither Developer nor County shall be in breach or default of its obligations in the event of delays caused by events beyond either party's control.
- Notices of a Force Majeure delay shall be given within 15 business days of event.
- Failure to give proper notice shall constitute a waiver of claim for extension of time because of Force Majeure delay.

Entire Agreement and Amendments:

- No prior oral agreements or understandings shall be valid or of any force or effect.
- Agreement shall not be altered, modified or amended except in writing signed by County and Developer and recorded in the office of the Register of Deeds of Milwaukee County.
- The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

Successors:

- Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the property and inure to the benefit of and be binding upon the County and Developer and their respective successors and assigns.

Independent Contractor:

- This Agreement shall not constitute or be construed to create a partnership or joint venture between the County and the Developer.
- Developer at all times is acting and performing as an independent contractor.
- The sole relationship between the County and the Developer is that of a seller and purchaser of land.

Records and Audits:

- Once a year, Developer shall allow County to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Development Agreement.
- Developer shall maintain and make available to the County the audit information for no less than three years after conclusion of the obligations.

Environmental Indemnification:

- Developer agrees to indemnify, hold harmless, and defend County from any and all liabilities and costs related to the presence of Hazardous material.
- Developer is responsible for remediation of Hazardous Material.
- Developer is released from said obligations if County repurchases property or County actively caused the mitigation of contamination onto property.
- The Environmental Indemnification does not limit or restrict the use of the escrowed funds for environmental remediation.

PUBLIC ACCESS EASEMENT AGREEMENT

**Milwaukee County (Grantee)
The Milwaukee School of Engineering (MSOE)
MSOE Properties, LLC (the "Subsidiary")
MSOE and the Subsidiary (collectively, the Grantors)**

PUBLIC OPEN SPACE:

- Lot 2 of the attached Certified Survey Map.

DEVELOPMENT OF PUBLIC OPEN SPACE:

The "Public Open Space" (Property) will be conveyed to the Subsidiary and the Subsidiary shall grant to Grantee a nonexclusive easement (easement) for pedestrian and recreational use with the following conditions and restrictions:

- Grantors to develop the Property in conformity with the terms of the County and City Development Agreements and the Detailed Planned Development to be approved by the City as a green space welcoming to the general public as well as patrons visiting the commercial venture(s) within the adjacent MSOE Project.
- Improvements may include without limitation, green space, tables, umbrellas, seating areas, and other appropriate amenities.
- Use of the Property shall comply with applicable federal, state and local laws, statutes, ordinances, codes, and regulations.
- Use of the Property shall exclude any commercial operations.
- Grantors may install subsurface utilities, improvements, and structures and grant non-exclusive easements or rights for underground utilities.
- Grantors or its affiliates (collectively referred to as the "MSOE Organizations") may hold planned events up to four (4) times a year and not exceeding three (3) days for each event.
- Additional events shall require a permit from the Grantee.
- Grantors shall be responsible to maintain the Property and its improvements to standards applied to public parks in the City of Milwaukee.
- Grantors shall make the Property available to the General Public.
- The Property shall not be subject to County alcohol permitting requirements.
- Grantors shall pay all maintenance and repair costs for the Property and improvements.
- Alterations to the Property shall comply with the provisions of the Park East Redevelopment Plan and the City Code of Ordinances.
- Material structural alterations shall not be made without written consent of the Grantee.
- The easement shall not be assigned without written agreement by the other parties.
- The easement shall run with the land and be binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- All notices from one party to another under the agreement shall be in writing.
- The easement may be amended only by a written agreement by Grantee and Grantors and shall not violate any provisions of the Park East Compliance Plan without approval by the City of Milwaukee (City).
- City shall have the right to enforce Section 6 of this easement (City park

maintenance standards) by issuing notices and if needed apply special charges to the Property as provided by Sec. 66.0627 of the Wisconsin Statutes.

RECOMMENDATION:

Staff respectfully requests that the Committee on Economic and Community Development recommend to the County Board acceptance of the above-described Tri-Party Agreement pursuant to its terms and conditions, approval of the Development Agreement and acceptance of the Public Access Easement Agreement.

FISCAL NOTE:

Pursuant to the aforementioned Agreement between the County, the City of Milwaukee and WDOT, sale proceeds from the sale of former Park East Freeway lands shall be divided between the County, the State and the FHWA based on their respective percentage financial participation when the lands were originally purchased for freeway purposes. For the \$2,660,802 sale proceeds, the percentage reimbursement for the County shall be 58% (\$1,543,265), the State 3.6% (\$95,789) and the FHWA 38.4% (\$1,021,748). ***These figures are approximate, as sales expenses will reduce the \$2,660,802 amount before the percentage reimbursement amounts between the County, the State and the FHWA are computed.*** Any excess escrow funds shall also be divided by the same parties at the same percentages as described above.

Craig C. Dillmann, Manager
Real Estate Services

Meeting Date: January 23, 2012
Attachments

cc: Chris Abele, County Executive
Lee Holloway, County Board Chairman
Supervisor Eyon Biddle, Sr., District 10
Patrick Farley, Director, DAS
Brian Taffora, Director, Economic Development
Vince Masterson, Fiscal Management Analyst

(ITEM) Reference file established by the County Board Chairperson relative to offers to purchase on lands under County control with an undesignated use, by recommending adoption of the following:

A RESOLUTION

WHEREAS, at the December 6, 2010 meeting of the Economic and Community Development Committee, staff was directed to negotiate with MSOE and M&I Bank, now known as BMO Harris Bank (Harris), the sale/exchange of County-owned Park East land/Harris land with MSOE and Harris for the development of a soccer facility and parking structure, including a retail component (MSOE Project); and,

WHEREAS, in February 2002, the Wisconsin Department of Transportation (WDOT), Milwaukee County (County) and the City of Milwaukee (City) entered into the Park Freeway Land Disposition Plan and Agreement (Agreement). The Agreement defines the rights and responsibilities of each party regarding the sale of the Park East Freeway lands no longer needed for transportation purposes. Pursuant to the Agreement, sale proceeds from these lands, based on the appraised value approved by the State, shall be divided between the State, the County and the Federal Highway Administration (FHWA) based on their respective percentage financial participation when these lands were originally purchased. Reimbursement to the State and FHWA shall occur at the time each land area is sold. Per the Agreement, the FHWA share of the sale proceeds will be deposited in a WDOT fund as individual parcels are sold and will be used to fund only transportation projects that are eligible under Title 23, in Milwaukee County; and

WHEREAS, over the last twelve months extensive negotiations have occurred between County staff, Corporation Counsel and representatives of MSOE and Harris regarding the sale of lands needed for the development of the MSOE Project. In addition, numerous discussions/meetings have taken place with City staff to coordinate the efforts of MSOE and Harris to obtain the needed agreements and approvals from the City to construct the development; and

WHEREAS, the negotiations have resulted in the creation of the following three documents:

1. Tri-Party Agreement.
2. Development Agreement.
3. Public Access Easement Agreement.

The Tri-Party Agreement (Tri-Party) is between the County, MSOE, and Harris. The Tri-Party provides for the sale of County-owned Park East land to MSOE and the exchange of land between MSOE and Harris to create the land ownerships needed for the

47 development of the MSOE Project and to replace the existing Harris land ownership.
48 The Tri-Party also requires MSOE to enter into a Development Agreement with the
49 County requiring MSOE to develop and maintain a portion of the land as public open
50 space and to grant the County a Public Access Easement for the land designated for
51 public use; and
52

53 WHEREAS, the terms and conditions of the three above-named documents are
54 summarized and paraphrased below as follows:
55

56 **TRI-PARTY AGREEMENT**
57

58 **Milwaukee County (Seller)**
59 **The Milwaukee School of Engineering (Purchaser)**
60 **BMO Harris Bank National Association (Purchaser)**
61

62 **SUBJECT PROPERTY:**

- 63 • The subject property comprises Blocks 3, 4, 5, of the Park East
64 Corridor, East of the Milwaukee River and all street/alley right-of-
65 way (ROW) within.
- 66 • The subject property is further divided as follows:
 - 67 Parcel A – County owned Block 3.
 - 68 Parcel B – County owned portion of Block 5.
 - 69 Parcel C – County owned portion of the future Market Street
70 ROW.
 - 71 Parcel D – County owned portion of Block 4.
 - 72 Parcel E – Harris owned portion of Block 5.
 - 73 Parcel F – Harris owned portion of the future Market Street
74 ROW.
 - 75 Parcel G – Harris owned portion of Block 4.

76
77 Exhibits A and B depicting the aforementioned parcels are attached
78 hereto.
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80 **PURCHASE PRICE:**

81 County owned property (see Exhibit A and Schedule 3):

- 82 • Purchase prices are determined by State of Wisconsin approved
83 appraisals less approved cost estimates for environmental
84 remediation.
- 85 • County to convey Parcels A, B (except City portion of Parcel B),
86 and D to MSOE and shall quit claim Parcel C to the City for public
87 road purposes (Market Street).
- 88 • Parcels A and C shall generate no purchase price due to public use
89 of Parcel A as Public Open Space and Parcel C for public road
90 purposes (Market Street).
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92 value of City portion of Parcel B (\$6,000) is \$1,633,692.

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- The purchase price of Parcel D is \$2,171,696.
- Total purchase price for Parcels A, B, C, and D is \$3,805,388 less an environmental escrow amount of \$1,144,586 for environmental remediation of Parcels A and D resulting in a net purchase price to County of \$2,660,802. Environmental escrow amount of \$1,144,586 shall be utilized per the terms of the Development Agreement, with any remaining balance paid to the County.

Harris owned property (see Exhibits A, B and Schedule 4):

- MSOE to convey Parcel B to Harris.
- Harris to convey Parcels F to the City for public road purposes (Market Street) and Parcel G to MSOE.
- The purchase price of Parcel F is \$ 371,805.
- The purchase price of Parcel G less environmental remediation is \$959,039.

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- From MSOE \$3,224,380.
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- County and Harris shall cooperate to provide a title commitment for Parcels A, D, and G naming MSOE as proposed insured with costs of title paid proportionately by County and Harris.
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- If unacceptable title defects cannot be cured, the party giving notice may:
 1. Declare Agreement null and void.
 2. Waive such title defect and proceed to close without recourse.

CONTINGENCIES:

- Certified Survey Map (CSM) being approved by City, Harris, and MSOE.

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- County and MSOE entering into a Development Agreement for the construction of the MSOE Project.
- MSOE and/or Harris completing the following:
 1. Survey to remove all standard survey exceptions from the title insurance policy.
 2. All governmental approvals needed for the intended development.
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CLOSING DATE:

- Closing shall occur at the earlier of:
 1. 15 days after satisfaction of all contingencies, or
 2. April 30, 2012.
- All parties shall deliver occupancy of respective parcels.
- All parties shall close in escrow with Chicago Title Insurance Company.

CLOSING DOCUMENTS:

- On or before closing date, all parties agree to provide any and all

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deeds, owner’s affidavits, broker’s affidavits, Gap Affidavits, closing statements, Wisconsin real estate transfer returns (County exempt), certificates of non-foreign status, seller notifications and any other ancillary documents.

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- As applicable, County and Harris shall be responsible for payment of the following:
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- MSOE to grant/execute a Public Access Easement Agreement (Exhibit E), which among other things requires MSOE to maintain Parcel A as public open space.

EXCHANGE:

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condition.

DEVELOPMENT AGREEMENT

Milwaukee County (County)
The Milwaukee School of Engineering (Developer)

The County and Developer will enter into this agreement to set forth certain terms and conditions by which the subject property will be developed and to establish certain additional covenants and restrictions.

SUBJECT PROPERTY:

- Lots 1 and 2 of the attached Certified Survey Map.
- Lot 1 to be developed as a soccer/parking structure/retail.
- Lot 2 to be developed and maintained as a “Public Open Space”.

The Developer plans to construct a three level parking structure with a NCAA regulation size soccer field on top. Soccer field will be used for collegiate soccer and lacrosse. The soccer field will also be available to local youth sports during the weekends. The structure will also have a ground level retail component such as a coffee/sandwich shop. The Developer will also develop and maintain the “Public Open Space” area as a green space for the public and patrons of the retail component.

DEVELOPMENT OF PROJECT:

Construction by the Developer:

- Development to be constructed by Developer in a good and workmanlike manner and in compliance with all applicable building codes and ordinances. Material alterations of the plans require County approval.
- Project shall commence within six (6) months after the closing of the land sale and construction completed within thirty (30) months of closing.
- Developer to provide a \$50,000 Performance Bond.

Condition of Property/Construction of Infrastructure and Environmental Escrow:

- Property conveyed in its “as is” condition.
- From the proceeds of sale, \$1,144,586 shall be placed into an interest-bearing escrow account held by the title company.
 1. Funds to be used for environmental remediation of the MSOE Project site.
 2. County staff and/or consultants shall monitor remediation activities.
 3. Disbursement of funds shall require County staff approval.
 4. County shall not be liable for any remediation cost that exceeds the escrowed amount.

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- 5. Excess funds after remediation shall be returned to County upon the earlier of:
 - MSOE receiving a satisfactory closure letter from the Wisconsin Department of Natural Resources (WDNR), or
 - Five years following the completion of construction.
- 6. County, MSOE and WDNR shall meet approximately every six months after completion of construction to pursue closure letter.

Labor Standards:

- Developer shall maintain labor standards as follows:
 1. Prevailing overtime rates.
 2. Minimum hourly wage rates and minimum fringe benefits as then filed in the office of County Clerk and Director of Public Works by Milwaukee Building and Construction Trades Counsel (AFL-CIO).
 3. Comply with the “Prevailing Wage and Employment Data” sections of the Park East Redevelopment Compact (PERC).
 4. Maintain proper records.

Nondiscrimination and Affirmative Action:

- Developer shall not discriminate against employees and applicants.
- Developer shall post notices setting forth nondiscriminatory practices.
- Developer will implement principles of equal opportunities through an effective affirmative action program.
- Developer shall cause its contractors and subcontractors to implement nondiscriminatory and DBE goals.

DBE Participation Goals:

- Developer and its contractors shall commit to Disadvantaged Business Enterprise (DBE) participation goals and comply with the PERC.
- Developer shall work with the County’s CDBP Section and submit a PERC Compliance Plan.

DEFAULTS AND REMEDIES:

Events of Default by the Developer:

- Construction stoppage.
- Delay in commencement of construction.
- Delay in completion of the project.
- Failure to perform any other term, condition or covenant of agreement.
- Developer shall have thirty (30) day period to cure.
- Developer subject to payment of actual damages in event of default.
- County has option to repurchase land in event of default.

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GENERAL PROVISIONS:

Conveyance of the Property:

- Prior to completion, Developer shall not convey property without County approval.
- Developer reserves the right to join and associate with others for the purpose of developing the project provided:
 1. Developer notifies the County.
 2. Developer remains fully responsible to the terms of this agreement.
 3. Additional parties approved unless rejected by County in writing.
- Developer not restricted to enter into appropriate modes to finance development.

Force Majeure:

- Neither Developer nor County shall be in breach or default of its obligations in the event of delays caused by events beyond either party's control.
- Notices of a Force Majeure delay shall be given within 15 business days of event.
- Failure to give proper notice shall constitute a waiver of claim for extension of time because of Force Majeure delay.

Entire Agreement and Amendments:

- No prior oral agreements or understandings shall be valid or of any force or effect.
- Agreement shall not be altered, modified or amended except in writing signed by County and Developer and recorded in the office of the Register of Deeds of Milwaukee County.
- The County and the Developer reserve the right to modify and amend this Agreement without the joinder or approval of any other party.

Successors:

- Except as otherwise expressly provided herein, all of the covenants, agreements, terms and conditions of this Agreement shall run with the property and inure to the benefit of and be binding upon the County and Developer and their respective successors and assigns.

Independent Contractor:

- This Agreement shall not constitute or be construed to create a partnership or joint venture between the County and the Developer.
- Developer at all times is acting and performing as an independent contractor.
- The sole relationship between the County and the Developer is that of a seller and purchaser of land.

Records and Audits:

- Once a year, Developer shall allow County to audit, examine and make copies of, excerpts or transcripts from any records or other information directly relating to matters under this Development

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Agreement.

- Developer shall maintain and make available to the County the audit information for no less than three years after conclusion of the obligations.

Environmental Indemnification:

- Developer agrees to indemnify, hold harmless, and defend County from any and all liabilities and costs related to the presence of Hazardous material.
- Developer is responsible for remediation of Hazardous Material.
- Developer is released from said obligations if County repurchases property or County actively caused the mitigation of contamination onto property.
- The Environmental Indemnification does not limit or restrict the use of the escrowed funds for environmental remediation.

PUBLIC ACCESS EASEMENT AGREEMENT

**Milwaukee County (Grantee)
The Milwaukee School of Engineering (MSOE)
MSOE Properties, LLC (the “Subsidiary”)
MSOE and the Subsidiary (collectively, the Grantors)**

PUBLIC OPEN SPACE:

- Lot 2 of the attached Certified Survey Map.

DEVELOPMENT OF PUBLIC OPEN SPACE:

The “Public Open Space” (Property) will be conveyed to the Subsidiary and the Subsidiary shall grant to Grantee a nonexclusive easement (easement) for pedestrian and recreational use with the following conditions and restrictions:

- Grantors to develop the Property in conformity with the terms of the County and City Development Agreements and the Detailed Planned Development to be approved by the City as a green space welcoming to the general public as well as patrons visiting the commercial venture(s) within the adjacent MSOE Project.
- Improvements may include without limitation, green space, tables, umbrellas, seating areas, and other appropriate amenities.
- Use of the Property shall comply with applicable federal, state and local laws, statutes, ordinances, codes, and regulations.
- Use of the Property shall exclude any commercial operations.
- Grantors may install subsurface utilities, improvements, and structures and grant non-exclusive easements or rights for underground utilities.
- Grantors or its affiliates (collectively referred to as the “MSOE Organizations”) may hold planned events up to four (4) times a

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- year and not exceeding three (3) days for each event.
- Additional events shall require a permit from the Grantee.
- Grantors shall be responsible to maintain the Property and its improvements to standards applied to public parks in the City of Milwaukee.
- Grantors shall make the Property available to the General Public.
- The Property shall not be subject to County alcohol permitting requirements.
- Grantors shall pay all maintenance and repair costs for the Property and improvements.
- Alterations to the Property shall comply with the provisions of the Park East Redevelopment Plan and the City Code of Ordinances.
- Material structural alterations shall not be made without written consent of the Grantee.
- The easement shall not be assigned without written agreement by the other parties.
- The easement shall run with the land and be binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- All notices from one party to another under the agreement shall be in writing.
- The easement may be amended only by a written agreement by Grantee and Grantors and shall not violate any provisions of the Park East Compliance Plan without approval by the City.
- City shall have the right to enforce Section 6 of this easement (City park maintenance standards) by issuing notices and if needed apply special charges to the Property as provided by Sec. 66.0627 of the Wisconsin Statutes.

; and

WHEREAS, the Committee on Economic and Community Development at their meeting on January 23, 2012 recommended acceptance of the above-described Tri-Party, Development, and Public Access Easement Agreements; now, therefore,

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are hereby authorized to sign the above described Tri-Party, Development and Public Access Easement Agreements; and

BE IT FURTHER RESOLVED, that the County Executive, the County Clerk, and/or other appropriate County officials are hereby authorized to execute, after Corporation Counsel approval, any and all instruments, including but not limited to an escrow agreement or any items referenced in the Tri-Party, Development, and Public Access Agreements, necessary to implement the intent of this resolution; and

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are

457 hereby authorized to convey by Warranty Deed Parcels A, B, and D as described above to
458 MSOE and/or assigns for the consideration of \$3,805,388 less the environmental escrow of
459 \$1,144,586 pursuant to the terms and conditions of the Tri-Party Agreement; and
460

461 BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are
462 hereby authorized to convey by Quit Claim Deed Parcel C as described above to the
463 City of Milwaukee and/or assigns for no consideration pursuant to the terms and conditions
464 of the Tri-Party Agreement.
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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: January 3, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: Report from the Manager of Real Estate Services regarding the negotiations with the Milwaukee School of Engineering (MSOE) and BMO Harris Bank (Harris) for the purchase of Park East Corridor lands located in the City of Milwaukee, Wisconsin.

FISCAL EFFECT:

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

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

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$ 1,117,537	
	Revenue	\$ 2,660,802	
	Net Cost	-\$ 1,543,625	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

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

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

Sale proceeds from the sale of former Park East Freeway lands shall be divided between the County, the State and the FHWA based on their respective percentage financial participation when the lands were originally purchased for freeway purposes. For the \$2,660,802 net proceeds of sale, the percentage reimbursement for the County shall be 58% (\$1,543,265), the State 3.6% (\$95,789) and the FHWA 38.4% (\$1,021,748).

On the previous page the Expenditure (\$1,117,537) is the State and FHWA share, the Revenue is the net proceeds of sale (\$2,660,802) and the Net Cost (-\$1,543,265) is the County's share of the net proceeds of sale

These figures are approximate, as sales expenses will reduce the \$2,660,802 amount before the percentage reimbursement amounts between the County, the State and the FHWA are computed.

The remaining balance of the \$1,144,586 environmental escrow fund, if any, shall also be distributed pursuant to the above percentages.

Department/Prepared By Craig C. Dillmann

Authorized Signature _____

Did DAS-Fiscal Staff Review? Yes No

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY INTER-OFFICE MEMORANDUM

DATE: January 11, 2012

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

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS FOR
THE MONTH OF OCTOBER 2011**

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for implementing the County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes establishing DBE goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. DBE goals may only be established on contracts where opportunities exist for ready, willing and able DBE firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven objectives directed at creating a level playing field on which DBEs could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register 49 CFR Parts 23 and 26, over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to establish and provide opportunities for DBEs on its contract projects based upon the number of ready, willing and able firms within the scope(s) of each project. Only firms certified as DBEs through Wisconsin's Unified Certification Program, a consortium including WisDOT, Dane County, the City of Madison and Milwaukee County, count as ready, willing and able DBE firms for this purpose.

DBE GOALS

Milwaukee County's overall desired levels of DBE participation have been established for general areas of contracting as follows:

Public Works, Construction & Design	25%
Time & Material Contracts	25%
Professional Service Contracts	17%
Procurement of Service Contracts	17%
Procurement of Goods & Commodities	10%

WAIVER REQUESTS

When the CBDP receives a waiver request from a department/division, CBDP staff reviews it before forwarding it onto the County Board Chair, with a recommendation of approval or denial. The Chair may request that CBDP gather more information to provide clarification regarding any apparent or identified issues.

County Board Chair Lee Holloway consistently ensures maximum DBE participation on County projects. Whether directly or indirectly, DBE participation is sought as a means of enhancing economic opportunities for small business growth and development within the scope and reach of Milwaukee County's contracting dollars.

WAIVER REPORT SUMMARY

The **DBE Waiver Report for October 2011**, as compiled and attached by CBDP, notes the following totals and overall percentage of waiver requests. Please see the attachment for waivers requested broken out by individual owner department, contractor/consultant awarded, scope of services rendered and/or total contract amounts.

Total Contracted Dollars for October 2011	\$	2,545,809.20
Total Contracted Dollars w/ Waiver Approval	\$	377,155.00
Total Contracted Dollars w/o Waiver Approval	\$	100,800.00
Percentage of Contracts Waived for October 2011		18.77%

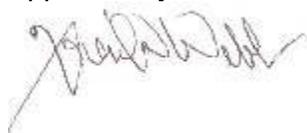
The following CBDP staff members have contributed to the preparation of this **DBE Waiver Report for October 2011**:

Mildred Hyde-Demoze
Certification Manager



Mark Phillips
Contract Compliance Manger, DBE

Approved by:



Freida Webb
Director

Milwaukee County Community Business Development Partners Department (CDBP) DBE Waiver Report October 2011

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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CBDP Approved Waivers ¹

District Attorney	Sojourner Family Peace Center, Inc.	Fund 3 domestic violence victim advocates in district stations	107,500.00	Waived - No DBEs to provide service
District Attorney	Janet Page Hill, Ph.D.	Forensic psychologist/expert witness case no. 96CF962956	2,000.00	Waived - \$2,000 or less from Purchase Order
District Attorney	Alma Center, Inc.	Fund an intervention counselor to domestic violence offenders	32,500.00	Waived - No DBEs to provide service
Zoo	Jeff Winard	Entertainment for 2011 Senior Celebration	750.00	Waived - \$2,000 or less from Purchase Order
DAS-Fiscal Affairs Division	Baker Tilly Virchow Krause, LLP	For services related to capitalization of certain capital projects	1,605.00	Waived - \$2,000 or less from Purchase Order
DAS-Fiscal Affairs Division	Deutsche Bank & Trust Co. Americas	For services related to debt service on general obligation bonds	1,050.00	Waived - \$2,000 or less from Purchase Order
Parks	Milwaukee Community Service Corps	Labor for cleanup of algae at Bradford & McKinley beaches	10,000.00	Waived - Nonprofit providing employment
BHD Administration	LeFlore Communications LLC	Cultural Sensitivity refresher course for BHD management group	1,250.00	Waived - \$2,000 or less from Purchase Order
IMSD	Enterprise Sharepoint Portal	Provide infrastructure, development, training & support for Sharepoint	\$20,000.00	Waived - Proprietary software services
DHHS-Coggs Center	Critical Management Solutions	To address non-compliance identified by Medicaid audit of BHD	\$200,500.00	Waived - County Board Chair Approval

Contracts Issued Without CDBP Review ²

Sheriff's Office	HealthCare Partners	Provide medical service providers to correctional facilities	100,800.00	No CDBP Review
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Total Contract \$ Amount for October	\$2,545,809.20
Total Approved Waiver \$ Amount	\$377,155.00
Total Unapproved Waiver \$ Amount	\$100,800.00
Percentage Waived	18.77%

¹ Waivers approved by CDBP with County Board Chairman's Approval

² Contracts issued by Departments without CDBP review, County Board Chair approval, or a DBE goal; CDBP is only made aware of these projects when accounts payable forwards new contact information to CDBP



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY INTER-OFFICE MEMORANDUM

DATE: January 11, 2012

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

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS FOR
THE MONTH OF NOVEMBER 2011**

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for implementing the County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes establishing DBE goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. DBE goals may only be established on contracts where opportunities exist for ready, willing and able DBE firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven objectives directed at creating a level playing field on which DBEs could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register 49 CFR Parts 23 and 26, over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to establish and provide opportunities for DBEs on its contract projects based upon the number of ready, willing and able firms within the scope(s) of each project. Only firms certified as DBEs through Wisconsin's Unified Certification Program, a consortium including WisDOT, Dane County, the City of Madison and Milwaukee County, count as ready, willing and able DBE firms for this purpose.

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Procurement of Goods & Commodities	10%

WAIVER REQUESTS

When the CBDP receives a waiver request from a department/division, CBDP staff reviews it before forwarding it onto the County Board Chair, with a recommendation of approval or denial. The Chair may request that CBDP gather more information to provide clarification regarding any apparent or identified issues.

County Board Chair Lee Holloway consistently ensures maximum DBE participation on County projects. Whether directly or indirectly, DBE participation is sought as a means of enhancing economic opportunities for small business growth and development within the scope and reach of Milwaukee County's contracting dollars.

WAIVER REPORT SUMMARY

The ***DBE Waiver Report for November 2011***, as compiled and attached by CBDP, notes the following totals and overall percentage of waiver requests. Please see the attachment for waivers requested broken out by individual owner department, contractor/consultant awarded, scope of services rendered and/or total contract amounts.

Total Contracted Dollars for November 2011	\$	921,918.32
Total Contracted Dollars w/ Waiver Approval	\$	357,475.00
Total Contracted Dollars w/o Waiver Approval	\$	245,000.00
Percentage of Contracts Waived for November 2011		65.35%

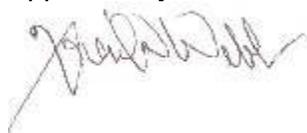
The following CBDP staff members have contributed to the preparation of this ***DBE Waiver Report for November 2011***:

Mildred Hyde-Demoze
Certification Manager



Mark Phillips
Contract Compliance Manger, DBE

Approved by:



Freida Webb
Director

Milwaukee County Community Business Development Partners Department (CBDP) DBE Waiver Report November 2011

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
Department of Audit DHHS-Coggs Center	Baker, Tilly, Virchow, Krause & Co, LLP Zimmerman Architectural Studies	Conduct Employee Compensation Study as directed by County Board Services (PSC) renovation. This project was cited in the State sanctions and is part of the plan of correction.	\$45,000 \$13,000	Waived - Related contract issued to DBE for \$25k Waived
Zoological Gardens		Special Exhibit - Dinosaurs traveling exhibit	\$299,475.00	Waived
<u>Contracts Issued Without CBDP Review ²</u>				
Sheriff's Office Sheriff's Office	Justice 2000, Inc. Dr. Donald Feinsilver	GPS and Voiceprint equipment rental and tool assessment Psychological evaluations and related testing of staff	\$240,000 \$5,000	No CBDP Review (Used DBEs in previous contracts) No CBDP Review
Total Contract \$ Amount for November			\$921,918.32	
Total Approved Waiver \$ Amount			\$357,475.00	
Total Unapproved Waiver \$ Amount			\$245,000.00	
Percentage Waived			65.35%	

¹ Waivers approved by CBDP with County Board Chairman's approval

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COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY INTER-OFFICE MEMORANDUM

DATE: January 11, 2012

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

FROM: Freida Webb, Director, Community Business Development Partners

**SUBJECT: INFORMATIONAL MONTHLY UPDATE ON DEPARTMENTAL WAIVERS FOR
THE MONTH OF DECEMBER 2011**

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

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WAIVER REQUESTS

When the CBDP receives a waiver request from a department/division, CBDP staff reviews it before forwarding it onto the County Board Chair, with a recommendation of approval or denial. The Chair may request that CBDP gather more information to provide clarification regarding any apparent or identified issues.

County Board Chair Lee Holloway consistently ensures maximum DBE participation on County projects. Whether directly or indirectly, DBE participation is sought as a means of enhancing economic opportunities for small business growth and development within the scope and reach of Milwaukee County's contracting dollars.

WAIVER REPORT SUMMARY

The ***DBE Waiver Report for December 2011***, as compiled and attached by CBDP, notes the following totals and overall percentage of waiver requests. Please see the attachment for waivers requested broken out by individual owner department, contractor/consultant awarded, scope of services rendered and/or total contract amounts.

Total Contracted Dollars for December 2011	\$	4,854,380.00
Total Contracted Dollars w/ Waiver Approval	\$	53,041.00
Total Contracted Dollars w/o Waiver Approval	\$	0.00
Percentage of Contracts Waived for December 2011		1.09%

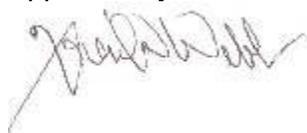
The following CBDP staff members have contributed to the preparation of this ***DBE Waiver Report for December 2011***:

Mildred Hyde-Demoze
Certification Manager



Mark Phillips
Contract Compliance Manger, DBE

Approved by:



Freida Webb
Director

Milwaukee County Community Business Development Partners Department (CDBP) DBE Waiver Report December 2011

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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CBDP Approved Waivers ¹

County Funded State Court Se	Luminosity, Inc.	Pretrial risk assessments	15,636.00	Waived - 100% reimbursed by JAG grant
District Attorney	Christopher Snyder, Psy.D	Expert witness in State v. Billy Gladney	3,000.00	Waived - 100% reimbursed by State of Wisconsin
District Attorney	Christopher Snyder, Psy.D	Expert witness in State v. William Helgendorf	3,750.00	Waived - 100% reimbursed by State of Wisconsin
District Attorney	Christopher Snyder, Psy.D	Expert witness in State v. Isaac Williams	3,000.00	Waived - 100% reimbursed by State of Wisconsin
DAS-Fiscal Affairs	Baker Tilly Virchow Krause, LLP	Final billing-post audit review of 2011A General Obligation Bonds	2,900.00	Waived per Chapter 42
DAS-Fiscal Affairs	Baker Tilly Virchow Krause, LLP	For audit services and report on compliance GMIA Revenue Bonds	1,100.00	Waived per Chapter 42
District Attorney	Behavioral Consultants	Expert forensic psychologist for case number 10CF0057800	1,040.00	Waived - under \$2000
Medical Examiner	Jeffrey Jentzen, MD	Honorarium	850.00	Waived - under \$2000
Family Care	Thomson Consulting, LLC	Facilitate four (4) focus groups	1,800.00	Waived - under \$2000
IMSD/ADMN	Concurrency, Inc.	Install and configure Sharepoint collaboration platform	19,965.00	Waived - Proprietary Software

Contracts Issued Without CBDP Review ²

None

Total Contract \$ Amount for December	\$4,854,380.00
Total Approved Waiver \$ Amount	\$53,041.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	1.09%

¹ Waivers approved by CBDP with County Board Chairman's approval

² Contracts issued by Departments without CBDP review, County Board Chair approval, or a DBE goal; CBDP is only made aware of these projects when accounts payable forwards new contact information to CBDP

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: January 4, 2012

TO: Supervisor Lee Holloway, Chair, Board of Supervisors
Supervisor Michael Mayo, Sr., Chair, Transportation and Public Works
Supervisor Lynne De Bruin, Chair, Economic & Community Development
Supervisor Johnny Thomas, Chair, Finance & Audit

FROM: Freida Webb, Director
Community Business Development Partners

SUBJECT: DBE Achievement Report – 2010: Breakdown by Race and Gender

BACKGROUND

In the past, Milwaukee County measured small business participation by M/WBE standards; however, in January 2001, the County updated all of its business development activities into a Disadvantaged Business Enterprise (DBE) Program in an effort to comply with 49 CFR Parts 23 and 26. According to certification standards, the term DBE means a small business concern known as a Disadvantaged Business Enterprise firm owned at least 51% by socially and economically disadvantaged individuals. All women and certain minority males are presumed to be disadvantaged. Other individuals, including white males, may be certified upon demonstration by a preponderance of the evidence that they are indeed socially and economically disadvantaged.

OBJECTIVE

The Milwaukee County Department of Community Business Development Partners (CBDP) administers the County's DBE Program and implements County Policies and Procedures that ensure participation and contract compliance on all County procurements that afford business opportunities for "ready, willing and able" DBE firms.

This is accomplished by: establishing DBE participation goals on contracts that possess opportunities for DBEs to perform a commercially useful function; assisting department heads, administrators, and prime contractors in identifying qualified DBEs; monitoring of all contracts with an established DBE goal; ensuring all DBE firms participating on County contracts are certified through the Wisconsin Unified Certification Program (UCP); identifying and redressing instances of noncompliance; and providing DBE firms with technical assistance to enhance their ability to successfully participate on County contracts.

The goal of this report is to provide the resulting accomplishments of all professional service, contract (non-professional) service, time & material, and public works contracts closed during the period from January 1 through December 31, 2010 by ethnicity and

gender of the primary DBE owner. Receipt of final payment from the County is utilized as the determination of a closed contract for purposes of consistency.

The summary of closed contracts and actual DBE participation is shown in attachment "A". Please note that the summary is quite different from that seen in the past. At the request of Supervisor Marina Dimitrijevic, and under the direction of the Transportation, Public Works and Transit Committee, chaired by Supervisor Mayo, this report breaks DBE achievement out in more detail and includes multiple tables to provide quick and easy assessment of DBE participation on County contracts by ethnicity and gender.

Attachment "A" contains grand totals of DBE achievements as dollars committed, and paid, to DBEs and their resultant percentages based on total contract dollars encumbered by the County. These grand totals have been summarized to assess DBE participation by: (1) county-wide encumbrances with total number of contracts awarded and dollars expended by ethnicity and gender against all DBEs certified in the State as of 01/11/2011, page 1; and (2) county-wide encumbrances by type of contract, ethnicity and gender, pages 2 – 4.

ACHEIVEMENT REPORTING:

The calculation methodology for counting DBE outcomes is based upon **actual DBE achievement** on Milwaukee County contracts. In the past, DBE outcomes had been based solely upon notarized commitments to contract with DBE firms.

This report for calendar year 2010 details actual achievements as documented by the signed payment verification of, both, DBEs and Prime Contractors/Consultants. This same verification form is utilized on projects where the Prime is also a DBE for purposes of continuity and consistency. The signed confirmation, and subsequent verification by CBDP staff, clearly indicates the total dollar amount received by the DBE from the Prime for work on the contract.

The reporting of actual DBE achievement through the utilization of signed payment certifications continues to be an area of concern in the arenas of Professional, Contract, and Management Services. CBDP has determined that deficiencies in reporting are directly related to the reporting methodology. To redress the apparent issue in reporting, CBDP is implementing a three-prong approach.

RECOMMENDATION

This is an informational report. It is recommended it be received and placed on file.

Prepared by:



Mark Phillips
Contract Compliance Manager, DBE

Approved by:

A handwritten signature in black ink, appearing to read 'Freida Webb', is positioned above the printed name.

Freida Webb, Director
Community Business Development Partners

cc: Chris Abele, County Executive
County Board of Supervisors
Terrence Cooley, Chief of Staff
Jerome Heer, Director, Department of Audits
Department Heads

2010 DBE Achievements

County-Wide Expenditures to DBE by Race/Gender

Certified DBEs (01/10/2011)	# of Firms	# Female	# Male	% Female	% Male
AA - African American	271	65	206	23.99%	76.01%
AP - Asian/Pacific Islander American	71	20	51	28.17%	71.83%
CA - Caucasian American	336	329	7	97.92%	2.08%
HA - Hispanic American	100	16	84	16.00%	84.00%
NA - Native American	63	13	50	20.63%	79.37%
OA - Other American (Undesignated)	8	3	5	37.50%	62.50%
TOTALS	849	446	403	52.53%	47.47%

Ethnicity & Gender of Awardee	# of Contracts	# Female	# Male	% Female	% Male
AA - African American	29	4	25	13.79%	86.21%
AP - Asian/Pacific Islander American	17	5	12	29.41%	70.59%
CA - Caucasian American	36	34	2	94.44%	5.56%
HA - Hispanic American	13	2	11	15.38%	84.62%
NA - Native American	14	4	10	28.57%	71.43%
OA - Other American (Undesignated)	0	0	0	0.00%	0.00%
TOTALS	109	49	60	44.95%	55.05%

Awards vs. Certified DBEs (01/10/2011)	# of Firms	# of Contracts	% DBEs	Award %
AA - African American	271	29	31.92%	26.61%
AP - Asian/Pacific Islander American	71	17	8.36%	15.60%
CA - Caucasian American	336	36	39.58%	33.03%
HA - Hispanic American	100	13	11.78%	11.93%
NA - Native American	63	14	7.42%	12.84%
OA - Other American (Undesignated)	8	0	0.94%	0.00%
TOTALS	849	109	100.00%	100.00%

Ethnicity	\$ Expended	Average \$ per Contract
AA - African American	3,154,272.56	108,768.02
Female	796,052.90	199,013.23
Male	2,358,219.66	94,328.79
AP - Asian/Pacific Islander American	2,564,557.32	150,856.31
Female	87,526.23	17,505.25
Male	2,477,031.09	206,419.26
CA - Caucasian American	2,091,519.52	58,097.76
Female	1,823,370.82	53,628.55
Male	268,148.70	134,074.35
HA - Hispanic American	1,604,642.74	123,434.06
Female	666,185.87	333,092.94
Male	938,456.87	85,314.26
NA - Native American	3,230,497.22	230,749.80
Female	651,366.67	162,841.67
Male	2,579,130.55	257,913.06
TOTALS	12,645,489.36	116,013.66

2010 DBE Achievements

County-Wide Expenditures to DBE by Name/Race/Gender, within Work Areas

Construction	\$ Committed	\$ Expended	DBE %	Ethnicity	Gender
A & A Plumbing	37,400.00	41,768.64	111.68%	AA	M
Adaptive Electric	200,000.00	209,900.66	104.95%	HA	F
All County Electric Supply	27,861.98	27,862.00	100.00%	CA	F
Arrow Crete Construction	65,350.00	67,928.44	103.95%	NA	M
Arteaga Construction	128,500.00	128,500.00	100.00%	HA	M
B&D Contractors	170,962.04	170,962.04	100.00%	NA	M
Belonger Corporation	385,862.00	395,519.75	102.50%	NA	F
Beverly's Co	62,000.00	153,691.82	247.89%	AA	F
Blue Ribbon Industries	62,000.00	42,795.00	69.02%	AP	M
Brenner Corporation	17,751.00	19,369.00	109.11%	CA	F
BYCO	14,568.00	14,300.00	98.16%	HA	M
CableComm	80,130.00	73,546.17	91.78%	CA	F
Community Engineering Building Service	192,340.00	207,991.98	108.14%	AA	M
Cisco Distributing	167,772.00	168,418.46	100.39%	HA	M
Community Traffic Control	10,322.65	10,167.81	98.50%	AA	M
Con-Cor Company	126,366.75	127,921.75	101.23%	CA	F
Cornelius Contractors Corporation	360,716.80	377,291.95	104.60%	NA	M
Crowley Construction Corporation	57,727.50	108,012.12	187.11%	CA	F
CM Sobczyk Trucking	2,000.00	4,553.05	227.65%	CA	F
CW Enterprise Electric	247,830.00	267,148.70	107.80%	CA	M
Dairyland Electric	202,238.14	234,463.98	115.93%	HA	M
Dakota Intertek	116,257.60	128,310.42	110.37%	AP	M
Diva Plumbing	509,740.00	620,951.32	121.82%	AA	F
Dolson, Inc	245,428.00	244,432.00	99.59%	NA	F
Doug Rohde	88,164.03	118,253.20	134.13%	CA	F
Eaton's Asphalt	33,892.92	33,892.92	100.00%	AA	M
Emerald City Tile	7,947.00	13,233.00	166.52%	CA	F
George Harris Trucking	165,192.75	216,847.75	131.27%	AA	M
Gilltech Construction	16,094.00	16,094.00	100.00%	AA	M
Great Lakes Contracting	1,423,619.00	1,428,499.00	100.34%	NA	M
Habernehl Electric	196,651.45	256,704.68	130.54%	CA	F
Hard Rock Sawing	13,357.25	8,994.50	67.34%	NA	F
Heider & Bott	26,000.00	0.00	0.00%	CA	F
Hetzel-Sanfilipo	21,400.00	30,182.65	141.04%	CA	F
Hurt Electric	353,479.00	357,903.91	101.25%	AA	M
HVA Products	103,565.00	111,092.94	107.27%	AP	M
Interstate Sealant & Concrete	33,292.50	31,313.05	94.05%	CA	F
Jaramillo Contractors	97,300.00	95,216.75	97.86%	HA	M
JF Cook Company	80,308.00	100,518.00	125.17%	AA	M
Joe Nevels Landscape	168,500.00	144,406.14	85.70%	AA	M
K&B Trucking	2,000.00	2,250.13	112.51%	CA	F
Lacey's Trucking	16,464.76	16,464.76	100.00%	AA	F
LF Green Development	720.00	720.00	100.00%	CA	F
Major Systems	377,973.10	456,285.21	120.72%	HA	F
Marek Landscaping	24,469.90	24,469.90	100.00%	CA	F

2010 DBE Achievements

County-Wide Expenditures to DBE by Name/Race/Gender, within Work Areas

Construction (Continued)	\$ Committed	\$ Expended	DBE %	Ethnicity	Gender
McDowel Construction	275,493.60	322,751.62	117.15%	AA	M
Midwestern Roofing & Construction	44,500.00	42,357.50	95.19%	AA	M
Milwaukee Iron Works	26,000.00	36,172.03	139.12%	HA	M
Nuvo Construction	173,694.66	232,250.65	133.71%	HA	M
Ojibwa Ready Mix	15,000.00	23,150.78	154.34%	NA	M
Patriot Trucking	4,000.00	5,429.55	135.74%	CA	F
PL Freeman	170,221.74	201,661.78	118.47%	AA	M
Platt Construction	148,106.00	151,690.34	102.42%	AA	M
Pro Electric	3,937.79	3,938.00	100.01%	NA	M
Schwister Electric	16,435.96	16,435.96	100.00%	CA	F
South Star Trucking	252,000.00	199,521.48	79.18%	AA	M
Szada Trucking	105,751.25	105,751.25	100.00%	CA	F
The Pennebaker Enterprises	39,565.00	46,767.00	118.20%	AA	M
Thomas A Mason Company	372,065.03	461,766.84	124.11%	NA	M
Tremmel-Anderson Trucking	325,000.00	387,295.75	119.17%	CA	F
Underground Pipe Line	34,700.00	35,908.50	103.48%	NA	M
Vassah & Son Excavation	6,400.00	6,400.00	100.00%	NA	M
Vista Design & Construction	1,709,826.00	1,709,826.00	100.00%	AP	M
Waterford Truck Service	4,000.00	5,128.24	128.21%	CA	F
TOTALS	10,468,212.15	11,303,352.82	7.98%		

Professional Service - Construction	\$ Committed	\$ Expended	DBE %	Ethnicity	Gender
Boer Architects	1,000.00	1,000.00	100.00%	CA	M
Cedarburg Science	7,497.00	7,497.00	100.00%	CA	F
Cervantes Consulting Engineers	3,105.00	3,105.00	100.00%	AP	M
Continuum Architects	20,160.00	20,160.00	100.00%	CA	F
EMCS	7,800.00	4,324.00	55.44%	CA	F
Gestra Engineering	2,400.00	2,420.00	100.83%	AP	M
Himalayan Consultants	3,019.60	3,019.57	100.00%	AP	M
K Singh & Associates	27,323.53	23,901.98	87.48%	AP	F
LF Green Development	13,305.00	17,437.50	131.06%	CA	F
M Squared Engineering	9,170.00	4,387.75	47.85%	AP	F
Milwaukee Lead/Asbestos Info Center	8,825.00	8,825.00	100.00%	CA	F
PSJ Engineering	132,856.00	128,806.16	96.95%	AP	M
Quorum Architects	35,465.40	35,465.40	100.00%	CA	F
Soils & Engineering Services	13,757.60	7,585.00	55.13%	HA	M
Spann & Associates	5,448.00	5,448.00	100.00%	AA	M
Standing Stone Design	3,100.00	3,285.00	105.97%	NA	M
Toki & Associates	37,100.00	37,100.00	100.00%	AA	M
Vista Design & Construction	16,290.00	16,290.00	100.00%	AP	M
Waterborne Design	23,787.50	23,787.50	100.00%	CA	F
White Water Associates	390.50	390.50	100.00%	CA	F
Zoe Engineering	4,945.00	4,945.00	100.00%	AA	F
TOTALS	376,745.13	359,180.36	-4.66%		

2010 DBE Achievements

County-Wide Expenditures to DBE by Name/Race/Gender, within Work Areas

Professional Service	\$ Committed	\$ Expended	DBE %	Ethnicity	Gender
4N Consultants	25,000.00	25,000.00	100.00%	AP	F
Guy Brown	11,250.00	11,250.00	100.00%	AP	M
Jericho Resources, Inc.	49,640.00	49,640.00	100.00%	AA	M
Key & Associates	30,000.00	30,000.00	100.00%	AA	M
Midland Health	288,883.00	288,883.00	100.00%	CA	F
Midwestern Adjustment Company	10,000.00	10,000.00	100.00%	CA	F
Multicultural Entrepreneurial Institute Inc.	15,000.00	15,000.00	100.00%	HA	M
Noema LLC	637.50	637.50	100.00%	AP	F
Nursing Resource Network	54,473.98	16,249.56	29.83%	AA	M
Quick Financial Solutions, LLC	270,291.00	270,291.00	100.00%	AP	M
Susan G. Kelley	7,200.00	7,200.00	100.00%	CA	F
Syslogic, Inc.	33,599.00	33,599.00	100.00%	AP	F
The Joxel Group	49,825.00	49,825.00	100.00%	AP	M
TOTALS	845,799.48	807,575.06	-4.52%		

Time & Material Contractors	\$ Expended	\$ Expended	DBE %	Ethnicity	Gender
Arteaga Construction - HVAC ¹	6,550.00	6,550.00	100.00%	HA	M
Belonger Corporation - Plumbing ¹	2,420.42	2,420.42	100.00%	NA	F
Brenner Corporation - HVAC ²	31,124.66	31,124.66	100.00%	CA	F
Hurt Electric ¹	108,807.30	67,148.29	61.71%	AA	M
JF Cook Company - Glazing ¹	616.56	616.56	100.00%	AA	M
Milwaukee Iron Works ¹	0.00	0.00	0.00%	HA	M
The Penebaker Enterprises - Roofing ³	57,676.38	57,676.38	100.00%	AA	M
Schwister Electric ¹	9,844.81	9,844.81	100.00%	CA	F
TOTALS	217,040.13	175,381.12	-19.19%		

Superscript indicates number of T&M contracts closed during 2010